

ATTACHMENT NO. 6
SCOPE OF DEVELOPMENT

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Pursuant to the Disposition and Development Agreement (DDA) executed by and between the County of Riverside ("Authority") and Family Service Association ("FSA"), FSA shall develop a fifty-four (54) unit multifamily rental housing development, including units for very low, low and moderate income households ("Project"). Twenty-two (22) of the units shall remain affordable for a period of no less than thirty (30) years following the recordation of Notice of Completion for the Project as set forth in the DDA and the Agreement Containing Covenants (Attachment No. 11 to the DDA). All capitalized terms not defined herein shall have the meaning ascribed to such terms in the DDA.

Not less than eighty (80) percent of the area of the Property shall be used for the development of housing. The project shall consist of fifty four (54) affordable rental units, including related parking and other ancillary uses.

The quality of construction shall be of a high level. The Improvements shall conform to the approved plans on file with the County as of the Effective Date of the DDA as supplemented by the Construction Drawings (the "Approved Plans"), including all conditions and mitigation measures imposed by the City of Jurupa Valley in connection with the development approval process.

FSA shall commence and complete the Improvements by the respective times established therefore in the Schedule of Performance.

III. DEVELOPMENT STANDARDS

The Improvements shall conform to all applicable state laws and regulations and to local zoning, applicable provisions of the City of Jurupa Valley (the "City Ordinances") and the following development standards:

A. General Requirements:

1. **Vehicular Access.** The placement of vehicular driveways shall be coordinated with the needs of proper street traffic flow as approved by the City of Jurupa Valley. In the interest of minimizing traffic congestion, the City of Jurupa Valley will control the number and location of curb breaks for access to the Site for off-street parking and truck loading. All access driveways shall require written approval of the City of Jurupa Valley staff.

2. **Building Signs.** Signs shall be limited in size, subdued and otherwise designed to contribute positively to the environment. Signs identifying the building use will be permitted, but their height, size, location, color, lighting and design will be subject to City of Jurupa Valley staff approval, and signs must conform to the City Ordinances.

3. **Screening.** All outdoor storage of materials or equipment shall be enclosed or screened to the extent and in the manner required by the City of Jurupa Valley staff.

4. Landscaping. FSA shall provide and maintain landscaping within the public rights-of-way and within setback area along all street frontages and conforming to the plans as hereafter approved by the City of Jurupa Valley. Landscaping shall consist of trees, shrubs and installation of an automatic irrigation system adequate to maintain such plant material. The type and size of trees to be planted, together with a landscaping plan.

5. Utilities. All utilities on the Site provided to service the units constructed by FSA shall be underground at FSA's expense.

6. Building Design. Buildings shall be constructed such that the Improvements shall be of high architectural quality, and shall be effectively and aesthetically designed and in conformance with City approvals.

7. Energy Considerations. The design of the Improvements shall include, where feasible, energy conservation construction techniques and design, including co-generation facilities and active and passive solar energy design. FSA shall be required to demonstrate consideration of such energy features during the design review process and to consistency with energy conservation provisions of the building code.

8. Site Preparation. FSA, at its cost and expense, shall prepare Site for development. Such Site preparations shall consist of the following:

a. Complete demolition and removal of all existing improvements if any.

9. Environmental Impact Mitigation Measures. FSA shall implement any and all mitigation measures and/or mitigation monitoring requirements as identified in any certified environmental document or mitigated negative declaration certified in connection with the project.

10. Construction Fence. FSA shall install a temporary construction chain link fence. The construction fence shall be maintained free of litter and in good repair for the duration of its installation.

11. Development Identification Signs. Prior to commencement of construction on the Site, FSA shall prepare and install, at its cost and expense, one sign – on the barricade around the Site which identifies the development. The sign shall be at least four (4) feet by six (6) feet and be visible to passing pedestrians and vehicular traffic. The design of the sign, as well as the proposed location, shall be submitted to Housing Authority for review and approval prior to installation. The sign shall, at a minimum, include:

- Illustration of development
- Development name
- FSA
- Logo of the County of Riverside and Riverside County Housing Authority
- List of Board of Supervisors and their districts
- Information number
- Completion Date

B. Design Features:

The following design features are considered essential components to the Improvements:

Handicapped Units – An agreed upon number of units are to be fully handicapped accessible in compliance with State Housing Code – Title 24 requirements.

Overall Design Quality, Materials, Colors, Design Features – Quality of design is important, materials and colors are to be approved by City.

Housing Type – The Housing Project shall consist of development of a multi-family apartment complex with a total of fifty four (54) units.

Mobility – All facilities shall comply, to the extent feasible, with “New Horizon Accessible, Adaptable Apartments for the Physically Disabled” published by HCD dated July 1989, and shall comply with those portions of Title 24 of the California Code of Regulations that have been adopted by the HCD relating to handicapped units, and the requirements of the federal Department of Housing and Urban Development, Part VI, 24 C.F.R. Ch. 1, Vol. 56, No. 44, as published in the Federal Register March 6, 1991.

Green Building Standards – County expects the best of energy-efficiency and green building designs. The following green building standards are to be incorporated into the Housing Project:

1. Energy Savings: goal 25% reduction over Title-24 energy standards.
2. Green Systems: goal 50% utility savings.
3. Water Conservation: goal 75% reduction in water use.
4. Indoor Air Quality: goal 80% reduction in VOC's/formaldehyde.
5. Recycling program: goal 50% reduction in solid waste.

IV. DEMOLITION AND SOILS

Except to the extent otherwise expressly provided in the DDA, FSA assumes all responsibility for surface and subsurface conditions at the Site, and the suitability of the Site for the Improvements. FSA has undertaken all investigation of the Site as it shall deem necessary and has not received or relied upon any representations of the Housing Authority, the County, or their respective officers, agents and employees.

V. SPECIAL AMENITIES

FSA shall undertake all improvements required by the City as a condition of development of the Site, as more particularly provided in the City approvals given for the Site.

VI. MAINTENANCE OF SITE

FSA shall maintain the site free of all weeds and trash prior to start of construction.

VII. Eddie Dee Smith Senior Center

Rehabilitate the Senior Center and continue operating the center in the same manner as agreed upon in the Master License and Operating Agreement dated May 9, 2017, at FSAs Cost. Beginning July 1, 2020, the County will no longer provide operating subsidies for the Eddie Dee Smith Senior Center, as covered in the Master License Operating Agreement. FSA desires to continue to operate the Eddie Dee Smith Senior Center open to the public for a minimum of seven years (7) in addition to the three and a half years (3 ½) agreed to under the Master License and Operating Agreement, and continue to provide the same or greater level of services as currently being provided under the Master License and Operating Agreement. FSA will continue to provide senior services at the same or greater level as they exist under the Master License and Operating Agreement in the City of Jurupa Valley at any other site operated by FSA in perpetuity after the above agreed upon term expires. FSA will have the discretion to determine what services will be offered to seniors based on community needs

ATTACHMENT NO. 7

PROJECT BUDGET

Project Construction and Permanent Sources and Uses of Fund:

Construction and Permanent Financing:

Pacific Premier Bank Loan	\$ 6,100,000
Veterans Housing & Homelessness Prevention Program (VHHP)	\$ 1,250,000
Riverside County Land Contribution	\$ 1,250,000
FSA Contribution	<u>\$ 500,000</u>
Total Sources	\$ 9,100,000

Uses:

Site Improvement (off site)	\$ 0
New construction (includes site work, common area bldgs and structures)	\$ 6,050,000
Contractor's Overhead & Profit & Gen'l Req.	\$ 0
General Liability Insurance	\$ 12,000
Construction Contingency (Hard and Soft)	\$ 250,000
Architectural & Engineering Cost	\$ 250,000
Construction Interest & Fees	\$ 100,000
Reserves	\$ 0
Land Development Impact and Permit Processing Fees	\$ 518,000
Other Fees, Marketing & Furnishings	\$ 271,000
Bank Fees	\$ 125,000
Legal and Consultant Fees	\$ 74,000
FSA's Cost Reimbursement	\$ 200,000
Land & Acquisition Cost	<u>\$ 1,250,000</u>
Total Uses	\$ 9,100,000



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

County of Riverside EDA

3403 10th Street, Ste. 400
Riverside, CA 92501

Attn: CRAIG OLSEN

Title Officer: Special Projects/ Scott Hoogerwerf-
So
email: scott.hoogerwerf@ltic.com
Phone No.: (951) 774-0825 x 452
Fax No.:
File No.: 617650153

Your Reference No: Eddie Dee Senior Center

Property Address: (Vacant Land)

PRELIMINARY REPORT

Dated as of July 11, 2017 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:

A Preliminary Report Only

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:

PARCEL 1: APN 182-290-025

Parcel B of Notice of Lot Line Adjustment for the Smith Center and adjacent land, recorded July 30, 2001 as Instrument No. 2001-354646 of Official Records of Riverside County, California, and more particularly described as follows:

That portion of Parcel 2 of Parcel Map No. 4932, in the City of Jurupa Valley, County of Riverside, State of California, on file in Book 8 of Parcel Maps, Page 60 thereof, Records of Riverside County, California, described as follows:

BEGINNING at the most easterly corner of said Parcel 2, said corner being a point in the southwesterly line of Mission Boulevard as shown by said Parcel Map No. 4932;

Thence S.29°37'42"W. along the southeasterly line of said Parcel 2, a distance of 150.68 feet;
Thence N.60°22'18"W., a distance of 4.55 feet;
Thence S.29°37'42"W., a distance of 62.94 feet;
Thence N.60°22'18"W., a distance of 15.08 feet;
Thence westerly along a tangent curve concave southerly, having a radius of 2.00 feet, through an angle of 90°00'00", an arc length of 3.14 feet;
Thence S.29°37'42"W., a distance of 2.06 feet;
Thence southerly along a tangent curve concave easterly, having a radius of 2.00 feet, through an angle of 90°00'00", an arc length of 3.14 feet;
Thence S.60°22'18"E., a distance of 15.20 feet;
Thence S.29°37'42"W., a distance of 53.97 feet;
Thence N.60°22'18"W., a distance of 17.40 feet;
Thence westerly along a tangent curve concave southerly, having a radius of 2.00 feet, through an angle of 90°00'00", an arc length of 3.14 feet;
Thence S.29°37'42"W., a distance of 14.11 feet;
Thence N.60°23'58"W., a distance of 56.03 feet, to the northwesterly line of said Parcel 2;
Thence N.29°37'42"E. along said northwesterly line, a distance of 292.18 feet, to the most northerly corner of said Parcel 2, said corner being a point in the southwesterly line of said Mission Boulevard.
Thence S.58°39'15"E. along the northeasterly line of said Parcel 2, also being along said southwesterly line of Mission Boulevard, a distance of 79.91 feet, to the Point of Beginning.

PARCEL 2: APN 182-290-023

Parcel C of Notice of Lot Line Adjustment for the Smith Center and adjacent land, recorded July 30, 2001 as Instrument No. 2001-354646 of Official Records of Riverside County, California, and more particularly described as follows:

That portion of Parcel 1 of Parcel Map No. 4932, in the City of Jurupa Valley, County of Riverside, State of California, on file in Book 8 of Parcel Maps, Page 60 thereof, Records of Riverside County, California, described as follows:

COMMENCING at the most easterly corner of said Parcel 2 of said Parcel Map No. 4932, said corner being a point in the southwesterly line of Mission Boulevard as shown by said Parcel Map;
Thence S.29°37'42"W. along the southeasterly line of said Parcel 2, a distance of 150.68 feet;
Thence N.60°22'18"W., a distance of 4.55 feet;

Thence S.29°37'42"W., a distance of 62.94 feet;
Thence N.60°22'18"W., a distance of 15.08 feet;
Thence westerly along a tangent curve concave southerly, having a radius of 2.00 feet, through an angle of 90°00'00", an arc length of 3.14 feet;
Thence S.29°37'42"W., a distance of 2.06 feet;
Thence southerly along a tangent curve concave easterly, having a radius of 2.00 feet, through an angle of 90°00'00," an arc length of 3.14 feet;
Thence S.60°22'18"E., a distance of 15.20 feet;
Thence S.29°37'42"W.f a distance of 53.97 feet;
Thence N.60°22'18"W., a distance of 17.40 feet;
Thence westerly along a tangent curve concave southerly, having a radius of 2.00 feet, through an angle of 90°00'00", an arc length of 3.14 feet;
Thence S.29°37'42"W., a distance of 14.11 feet;
Thence N.60°23'58"W., a distance of 56.03 feet, to the northwesterly line of said Parcel 2, also being the southeasterly line of said Parcel 1, being the True POINT OF BEGINNING;
Thence continuing N.60°23'58"W., a distance of 118.01 feet;
Thence N.28°37'21"E a distance of 15.63 feet;
Thence northerly along a tangent curve concave westerly, having a radius of 2.00 feet, through an angle of 89°58'20", an arc length of 3.11 feet;
Thence N.60°22'18"W., a distance of 29.05 feet, to the northwesterly line of said Parcel 1;
Thence N.29°37'42"E. along said northwesterly line, a distance of 279.13 feet, to the most northerly corner of said Parcel 1, said corner being a point in the southwesterly line of said Mission Boulevard.
Thence S.58°39'15"E. along the northeasterly line of said Parcel 2, also being along said southwesterly line of Mission Boulevard, a distance of 149.40 feet, to the Point of Beginning.

SCHEDULE B

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

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2017-2018.
- B. There were no taxes levied for the fiscal year 2016-2017 as the property was vested in a public entity.

Tax Identification No.: 182-290-023-7
Affects: Parcel 2

- C. There were no taxes levied for the fiscal year 2016-20167 as the property was vested in a public entity.

Tax Identification No.: 182-290-025-9
Affects: Parcel 1

- D. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.
- E. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
- F. "Resolution Establishing the Santa Ana Watershed Benefit Assessment Area and Authorizing the Annual Levy of a Benefit Assessment to Pay Costs Associated with the National Pollutant Discharge Elimination System Stormwater Permit

Recording Date: June 10, 1991
Recording No.: As Instrument No. 193749 of Official Records

- 1. Water rights, claims or title to water, whether or not disclosed by the public records.
- 2. Easement(s) in favor of the public over any existing roads lying within said Land.
- 3. An easement over said land for water ditches for irrigation and purposes incidental thereto as reserved in deed,

To: The Riverside Land and Irrigating Company, and the Riverside Canal Company
Recorded July 26, 1879, in Book 28, page 635, of Deeds, San Bernardino County Records

- 4. The right, privilege, easement and servitude of the Riverside Portland Cement Company, a Corporation, to operate its cement plant with certain restrictions as to the arresting of smoke, gases, dust and vapor, as set out in deed recorded February 18, 1918 in Book 477, Page 78 of Deeds.

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

Granted to: Southern Sierras Power Company
Purpose: Utilities
Recording Date: January 8, 1929
Recording No: In Book 793, Page 443 of Deeds
Affects: Said land more particularly described therein

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

Granted to: Sunny Slope Mutual Water Company
Purpose: Pipe lines
Recording Date: November 21, 1955
Recording No: As Instrument No. 73935 of Official Records
Affects: Said land more particularly described therein

7. 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: County of Riverside
Recording Date: December 24, 1987
Recording No: As Instrument No. 362717 of Official Records

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: County of Riverside
Recording Date: July 10, 1996
Recording No: As Instrument No. 256410 of Official Records

9. "Assessment Diagram"

Recording Date: August 23, 2002
Recording No.: As Instrument No. 2002-468460 of Official Records

Reference is hereby made to said document for full particulars.

10. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
11. 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.
12. 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.

13. 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.
14. 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.
- Note No. 4: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Processor: slc
Date Typed: July 21, 2017

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.

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>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[PART I

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

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

6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

PART II

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

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (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:

CLTA Preliminary Report Form - Modified (11-17-06)

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

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

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



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

Order No. 617650153

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**

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<p>Types of Information Collected. You may provide us with certain personal information about you, like your contact information, address, demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</p>	<p>How Information is Collected. We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</p>
<p>Use of Collected Information. We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</p>	<p>When Information Is Disclosed. We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</p>
<p>Choices With Your Information. Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</p>	<p>Information From Children. We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</p>
<p>Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p>	<p>International Users. By providing us with you information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p>The California Online Privacy Protection Act. Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	
<p>Your Consent To This Privacy Notice. By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p>Access and Correction; Contact Us. If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.</p>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected

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;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- **Cookies.** When you visit our Website, a "cookie" may be sent 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. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act

For some FNF websites, 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 via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website 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 (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your 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.

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about 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 submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

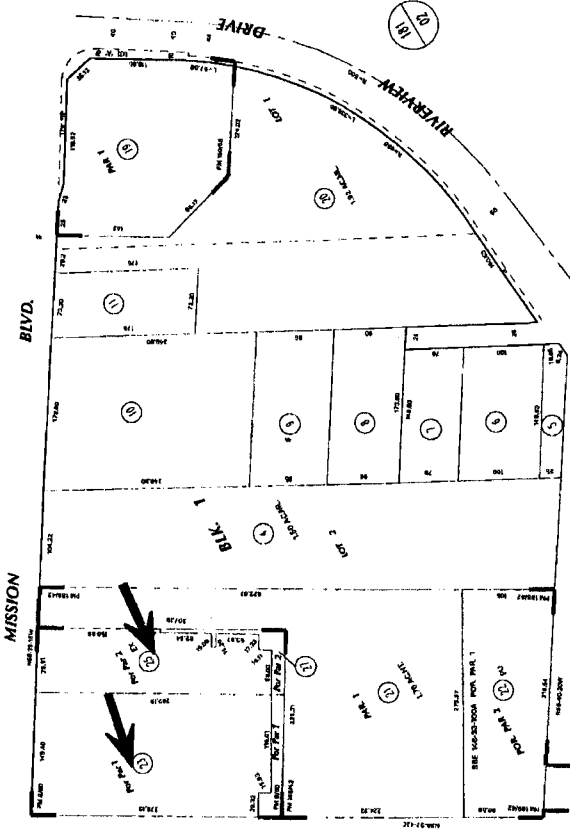
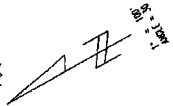
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354

182-29
7-4

T.R.A. 099-037

POR. PROTRACTED SEC. 16 T. 25. R. 5W

THIS MAP WAS PREPARED FOR THE PURPOSES OF THE ASSESSOR'S MAP ACT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. IT IS NOT TO BE CONSIDERED AS A GUARANTEE OF THE ACCURACY OF THE INFORMATION HEREON. THE ASSESSOR'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THIS MAP DOES NOT CONVEY ANY RIGHTS OR INTERESTS IN REAL PROPERTY UNLESS SPECIFICALLY STATED OTHERWISE.



LOT	AREA	PERCENTAGE
1	1.11	1.11
2	1.11	1.11
3	1.11	1.11
4	1.11	1.11
5	1.11	1.11
6	1.11	1.11
7	1.11	1.11
8	1.11	1.11
9	1.11	1.11
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27	1.11	1.11
28	1.11	1.11
29	1.11	1.11
30	1.11	1.11
31	1.11	1.11
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16 9/74 SE WEST RIVERSIDE & ADD.
PM 8/60
PM 150/56-58 PARCEL MAP 21854
PM 180/42-44 PARCEL MAP 28156
Apr 2002

M.A. SUTHERLAND (72-99)
ASSESSOR'S MAP BK16Z PG. 25
Riverside County, Calif. 92507

Description: Riverside, CA Assessor Map 182.29 Page: 1 of 1
Order: 4444 Comment:

ATTACHMENT NO. 9

ENVIRONMENTAL INDEMNITY

ATTACHMENT NO. 9

ENVIRONMENTAL INDEMNITY

THIS ENVIRONMENTAL INDEMNITY (this "Indemnity"), dated as of _____, 2018, is made by FAMILY SERVICE ASSOCIATION, a California nonprofit public benefit corporation (referred to as "FSA"), whose address for purposes of giving notices is 21250 Box Springs Road, Suite 207, Moreno Valley, CA 92557, in favor of the COUNTY OF RIVERSIDE, a political subdivision of the State of California, whose address for purposes of giving notices is 5555 Arlington Avenue, Riverside, CA 92504 (the "County").

WITNESSETH

WHEREAS, FSA is the owner of the real property in the City of Jurupa Valley, as more particularly described on Exhibit A attached hereto and made a part hereof, and the real property improvements thereon (collectively referred to as the "Property");

WHEREAS, FSA and the County, entered into that certain Disposition and Development Agreement, dated as of _____, 2018 (the "DDA"), pursuant to which the County agreed to convey the Property to FSA for the purpose of developing a fifty four (54) unit multifamily rental housing development and related improvements and amenities on the Property (the DDA and certain documents and instruments referred to therein which are being executed by FSA concurrently herewith in connection with the Property);

WHEREAS, FSA has agreed to execute and deliver to the County this Indemnity to induce the County to convey the Property.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual agreements hereinafter set forth, FSA hereby agrees with the County as follows:

Section 1. DEFINITIONS

For the purpose of this Indemnity, "Hazardous Materials" or "Hazardous Substances" shall include, but not be limited to, any substance or material (whether a raw material, building component or waste, a product or by-product of manufacturing or other activities, or any other substance or material) which is or becomes designated, classified or regulated as being "hazardous" or "toxic", or is or becomes otherwise similarly designated, classified or regulated, under any Federal, state or local law, regulation or ordinance, including without limitation (i) any substance defined as a "hazardous substance" or a "hazardous waste" for purposes of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.*, or the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*, respectively, (ii) any substance defined as a "hazardous waste" or a "hazardous substance" for purposes of applicable state or local law and (iii) petroleum, flammable explosives, urea formaldehyde insulation, asbestos and radioactive materials, substances defined as "extremely hazardous substances," "hazardous substances," "hazardous materials," "hazardous waste" or "toxic substances" the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, *et seq.*; and those substances defined as "hazardous waste" in Section 25117 of the California Health and Safety Code, as "infectious waste" in Section 25117.5 of the California Health and Safety Code, or as "hazardous substances" in Section 25316 of the California Health and Safety Code or

“hazardous materials” as defined in Section 353 of the California Vehicle Code; and in the regulations adopted and publications promulgated pursuant to said laws.

Section 2. COVENANTS AND INDEMNITY

The following covenants, and indemnities are hereby given and made by FSA:

2.1 Covenants.

(a) FSA covenants that it shall comply with any and all laws, regulations, and/or orders which may be promulgated, from time to time, with respect to the discharge and/or removal of Hazardous Materials, to pay immediately when due the costs of the removal of, or any other action required by law with respect to, any such Hazardous Materials, and to keep the Property free of any lien imposed pursuant to any such laws, regulations, or orders.

(b) FSA covenants that the Property will not, while FSA is the owner thereof, be used for any activities involving, directly or indirectly, the use, generation, treatment, storage, release, or disposal of any Hazardous Materials, except for de minimis quantities used at the Property in compliance with all applicable environmental laws and required in connection with the development of the Property in conformance with the DDA.

(c) FSA further agrees that FSA shall not release or dispose of any Hazardous Materials at the Property without the express written approval of the County and that any such release or disposal shall be effected in strict compliance with all applicable laws and all conditions, if any, established by the County.

(d) The County shall have the right, at any time, to conduct an environmental audit of the Property at the County’s expense, unless Hazardous Materials are found in violation of this Indemnity, then at FSA’s sole cost and expense, and FSA shall cooperate in the conduct of any such environmental audit but in no event shall such audit be conducted unless the County believes that such audit is warranted. Other than in an emergency, such audit shall be conducted only after prior notice has been given to FSA and only in the presence of a representative of FSA. FSA shall give the County and its agents and employees access to the Property to remove, or otherwise to mitigate against the effects of, Hazardous Materials.

(e) FSA shall not install, or permit to be installed, on the Property friable asbestos or any substance containing asbestos and deemed hazardous by federal or state regulations respecting such material, and, with respect to any such material currently present in the Property, FSA shall promptly either (i) remove or cause to be removed any material that such regulations deem hazardous and require to be removed, or (ii) otherwise comply with such federal and state regulations, at FSA’s sole cost and expense. If FSA shall fail to so do within the cure period permitted under applicable law, regulation, or order, the County may do whatever is necessary to eliminate said substances from the premises or to otherwise comply with the applicable law, regulation, or order, and the costs thereof shall be added to the Obligations (as hereinafter defined) of FSA under this Section 2.

(f) FSA shall immediately advise the County in writing of any of the following: (i) any pending or threatened environmental claim against FSA or the Property, (ii) any condition or occurrence on the Property that (A) results in noncompliance by FSA with any applicable environmental law, (B) could reasonably be anticipated to cause the Property to be subject to any restrictions on the ownership, occupancy, use or transferability of the Property under any

environmental law, or (C) could reasonably be anticipated to form the basis of an environmental claim against the Property or FSA.

2.2 Indemnity. FSA shall indemnify, protect, and hold the County and its directors, officers, employees, and agents harmless from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements, or expenses (including, without limitation, attorneys' and experts' fees and disbursements) of any kind or of any nature whatsoever (collectively, the "Obligations") which may at any time be imposed upon, incurred by or asserted or awarded against the County and arising from or out of:

- (a) The presence of any Hazardous Materials on, in, under, or affecting all or any portion of the Property, which were stored, discharged, released or emitted after the Close of Escrow conveying the Property from the County to FSA;
- (b) The breach of any covenant made by FSA in Section 2.1 hereof; or
- (c) The enforcement by the County of any of the provisions of this Section 2.2 or the assertion by FSA of any defense to its obligations hereunder.

Subject to the qualifications set forth in Section 2.3, below, FSA shall be liable for payment and performance of the Obligations to the full extent (but only to the extent) of the property and assets (including the Property) which constitute security for such Obligations. If default occurs in the timely and proper payment and performance of any such Obligations, any judicial proceedings brought by the County against FSA shall be limited to the protection and preservation of the Property, the preservation, enforcement and foreclosure of the liens, mortgages, assignments, rights and security interests securing such Obligations and enforcement and collection of such Obligations for which FSA remains directly liable as provided in this Section. If there is a foreclosure of any such liens, mortgages, assignments, rights and security interests by power of sale or otherwise, no personal judgment for any deficiency thereon shall be sought or obtained by the County against FSA, or its officers, directors, agents, attorneys, servants or employees.

2.3 Exceptions to Non-Recourse Liability. Notwithstanding the foregoing provisions of Section 2.2 or any other agreements,

(a) the County may proceed against any other person or entity whatsoever with respect to the enforcement of any guarantees, surety bonds, letters of credit, reimbursement agreements or similar rights to payment or performance; and

(b) The County may recover personally from any person or entity:

(1) any damages, costs and expenses incurred by the County as a result of the negligence of such person or entity, involving, directly or indirectly, the use, generation, treatment, storage, release, or disposal of any Hazardous Materials by such person or entity or by others; provided, however, that neither FSA nor any officer, director, agent, attorney, servant or employee of FSA shall have any personal liability if the act or omission complained of was performed in good faith and was not reckless, wanton, intentional or grossly negligent;

(2) any damages, costs and expenses incurred by County as a result of fraud or any criminal act or acts of FSA or any partner, shareholder, officer, director or employee of FSA, or of any general or limited partner of FSA;

(3) any damages, costs and expenses incurred by County as a result of any misappropriation of funds provided for the construction of the Project, as described in the DDA, rents and revenues from the operation of the Project, or proceeds of insurance policies or condemnation proceeds; and

(4) all court costs and attorneys' fees reasonably incurred in enforcing or collecting upon any of the foregoing exceptions (provided that County shall pay FSA's reasonable court costs and attorneys' fees if FSA is the prevailing party in any such enforcement or collection action).

Section 3. FSA'S UNCONDITIONAL OBLIGATIONS

3.1 Unconditional Obligations. FSA hereby agrees that the Obligations will be paid and performed strictly in accordance with the terms of this Indemnity, regardless of any law, regulation, or order now or hereafter in effect in any jurisdiction affecting the DDA or affecting any of the rights of the County with respect thereto. The obligations of FSA hereunder shall be absolute and unconditional irrespective of:

(a) The validity, regularity, or enforceability of the DDA or any other instrument or document executed or delivered in connection therewith;

(b) Any alteration, amendment, modification, release, termination, or cancellation of the DDA;

(c) The insolvency or bankruptcy of FSA; or

(d) Any other circumstance that might otherwise constitute a defense available to, or a discharge of, FSA with respect to any or all of the Obligations.

3.2 Continuation. This Indemnity is a continuing indemnity and shall remain in full force and effect until the satisfaction in full of all of the obligations but not later than 15 years from the recordation of the Release of Construction Covenants in the official records.

3.3 Termination. Notwithstanding the payment (and performance) in full of all of the Obligations and the payment (or performance) in full of all of FSA's obligations under the DDA, this Indemnity shall not terminate if any of the following shall have occurred:

(a) The County has at any time or in any manner participated in the management or control of, taken possession of (whether personally, by agent or by appointment of a receiver), or taken title to the Property or any portion thereof, whether by foreclosure, deed in lieu of foreclosure, sale under power of sale or otherwise; or

(b) There has been a change, between the date hereof and the date on which all of the Obligations are paid and performed in full, in any Hazardous Materials laws,

the effect of which may be to make a lender or mortgagee liable in respect of any of the Obligations, notwithstanding the fact that no event, circumstance, or condition of the nature described in paragraph (a) above ever occurred.

Section 4. WAIVER

FSA hereby waives the following:

- (a) Promptness and diligence;
- (b) Notice of acceptance and notice of the incurrance of any obligation by FSA;
- (c) Notice of any action taken by the County, FSA, or any other interested party under the DDA or under any other agreement or instrument relating thereto;
- (d) All other notices, demands, and protests, and all other formalities of every kind, in connection with the enforcement of the Obligations, the omission of or delay in which, but for the provisions of this Section 4, might constitute grounds for relieving FSA of its Obligations hereunder;
- (e) The right to a trial by jury with respect to any dispute arising under, or relating to, this Indemnity; and
- (f) Any requirement that the County protect, secure, perfect, or insure any security interest or lien in or on any property subject thereto,
- (g) Any requirement that the County exhaust any right or take any action against Borrower or any other person or collateral;
- (h) Any defense that may arise by reason of:
 - (1) The incapacity, lack of authority, death or disability of, or revocation hereof by, any person or persons; or
 - (2) The failure of the County to file or enforce any claim against the estate (in probate, bankruptcy, or any other proceedings) of any person or persons;
 - (3) Any defense based upon an election of remedies by the County, including, without limitation, an election to proceed by nonjudicial foreclosure or which destroys or otherwise impairs the subrogation rights of FSA or any other right of FSA to proceed against FSA.

Section 5. NOTICES

Any notice, demand, statement, request, or consent made hereunder shall be in writing and shall be personally served, mailed by first-class registered mail, return receipt requested, to the address set forth in the first paragraph of this Indemnity, above, or given by telecopier to the telecopier numbers stated below, with confirmations mailed by first class registered mail, return receipt requested to the address set forth above, of the party to whom such notice is to be given (or to such other address as the parties hereto, shall designate in writing):

In the case of the County:

County of Riverside
5555 Arlington Avenue
Riverside, CA 92504
Attn: Deputy Director

In the case of FSA:

Family Service Association, Inc.
21250 Box Springs Road, Suite 207
Moreno Valley, CA 92557
Attn: President

Any notice that is transmitted by electronic facsimile transmission followed by delivery of a "hard" copy, shall be deemed delivered upon its transmission; any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt; and any notice that is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received on the date of receipt thereof.

Section 6. MISCELLANEOUS

6.1 FSA shall make any payment required to be made hereunder in lawful money of the United States of America, and in same day funds, to the County at its address specified in the first paragraph hereof.

6.2 No amendment of any provision of this Indemnity shall be effective unless it is in writing and signed by FSA and the County, and no waiver of any provision of this Indemnity, and no consent to any departure by FSA from any provision of this Indemnity, shall be effective unless it is in writing and signed by the County, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

6.3 No failure on the part of the County to exercise, and no delay in exercising, any right hereunder or under the DDA shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the County provided herein and in the other loan documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law.

6.4 Any provision of this Indemnity that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof and without affecting the validity or enforceability of such provision in any other jurisdiction.

6.5 This Indemnity shall (a) be binding upon FSA, and FSA's successors and assigns; and (b) inure, together with all rights and remedies of the County hereunder, to the benefit of the County, its respective directors, officers, employees, and agents, any successors to the County's interest in the Property, any other person who acquires any portion of the Property at a foreclosure sale or otherwise through the exercise of the County's rights and remedies under the DDA, any successors to any such person, and all directors, officers, employees, and agents of all of the aforementioned parties. Without limiting the generality of clause (b) of the immediately preceding sentence, the County may, subject to, and in accordance with, the provisions of the DDA, assign or otherwise transfer all or any portion of its rights and obligations under the DDA, to any other

person, and such other person shall thereupon become vested with all of the rights and obligations in respect thereof that were granted to the County herein or otherwise. None of the rights or obligations of FSA hereunder may be assigned or otherwise transferred without the prior written consent of the County, except as provided in the DDA.

6.6 FSA hereby (a) irrevocably submits to the jurisdiction of the Superior Court of Riverside County in any action or proceeding arising out of or relating to this Indemnity, (b) waives any defense based on doctrines of venue or forum non convenient or similar rules or doctrines, and (c) irrevocably agrees that all claims in respect of any such action or proceeding may be heard and determined in such California or federal court. FSA irrevocably consents to the service of any and all process which may be required or permitted in any such action or proceeding to the address specified in the first paragraph of this Indemnity, above. FSA agrees that a final judgment in any such action or proceeding shall be inclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.

6.7 The title of this document and the captions used herein are inserted only as a matter of convenience and for reference and shall in no way define, limit, or describe the scope or the intent of this Indemnity or any of the provisions hereof.

6.8 This Indemnity shall be governed by, and construed and interpreted in accordance with, the laws of the State of California applicable to contracts made and to be performed therein, except to the extent that the laws of the United States preempt the laws of the State of California.

6.9 This Indemnity may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one agreement.

[Remainder of Page Intentionally Blank]

[Signatures on the Following Page]

IN WITNESS WHEREOF, FSA has duly executed this Indemnity as of the date first set forth above.

FSA

FAMILY SERVICE ASSOCIATION,
a California non-profit public benefit
corporation

By: _____
Dominick Betro, President/CEO

Exhibit A
LEGAL DESCRIPTION

All that real property located in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

PARCEL 1: APN 182-290-025

Parcel B of Notice of Lot Line Adjustment for the Smith Center and adjacent land, recorded July 30, 2001 as Instrument No. 2001-354646 of Official Records of Riverside County, California, and more particularly described as follows:

That portion of Parcel 2 of Parcel Map No. 4932, in the City of Jurupa Valley, County of Riverside, State of California, on file in Book 8 of Parcel Maps, Page 60 thereof, Records of Riverside County, California, described as follows:

BEGINNING at the most easterly corner of said Parcel 2, said corner being a point in the southwesterly line of Mission Boulevard as shown by said Parcel Map No. 4932;

Thence S.29°37'42"W. along the southeasterly line of said Parcel 2, a distance of 150.68 feet;

Thence N.60°22'18"W., a distance of 4.55 feet;

Thence S.29°37'42"W., a distance of 62.94 feet;

Thence N.60°22'18"W., a distance of 15.08 feet;

Thence westerly along a tangent curve concave southerly, having a radius of 2.00 feet, through an angle of 90°00'00", an arc length of 3.14 feet;

Thence S.29°37'42"W., a distance of 2.06 feet;

Thence southerly along a tangent curve concave easterly, having a radius of 2.00 feet, through an angle of 90°00'00", an arc length of 3.14 feet;

Thence S.60°22'18"E., a distance of 15.20 feet;

Thence S.29°37'42"W., a distance of 53.97 feet;

Thence N.60°22'18"W., a distance of 17.40 feet;

Thence westerly along a tangent curve concave southerly, having a radius of 2.00 feet, through an angle of 90°00'00", an arc length of 3.14 feet;

Thence S.29°37'42"W., a distance of 14.11 feet;

Thence N.60°23'58"W., a distance of 56.03 feet, to the northwesterly line of said Parcel 2;

Thence N.29°37'42"E. along said northwesterly line, a distance of 292.18 feet, to the most northerly corner of said Parcel 2, said corner being a point in the southwesterly line of said Mission Boulevard.

Thence S.58°39'15"E. along the northeasterly line of said Parcel 2, also being along said southwesterly line of Mission Boulevard, a distance of 79.91 feet, to the Point of Beginning.

PARCEL 2: APN 182-290-023

Parcel C of Notice of Lot Line Adjustment for the Smith Center and adjacent land, recorded July 30, 2001 as Instrument No. 2001-354646 of Official Records of Riverside County, California, and more particularly described as follows:

That portion of Parcel 1 of Parcel Map No. 4932, in the City of Jurupa Valley, County of Riverside, State of California, on file in Book 8 of Parcel Maps, Page 60 thereof, Records of Riverside County, California, described as follows:

COMMENCING at the most easterly corner of said Parcel 2 of said Parcel Map No. 4932, said corner being a point in the southwesterly line of Mission Boulevard as shown by said Parcel Map; Thence S.29°37'42"W. along the southeasterly line of said Parcel 2, a distance of 150.68 feet; Thence N.60°22'18"W., a distance of 4.55 feet; Thence S.29°37'42"W., a distance of 62.94 feet; Thence N.60°22'18"W., a distance of 15.08 feet; Thence westerly along a tangent curve concave southerly, having a radius of 2.00 feet, through an angle of 90°00'00", an arc length of 3.14 feet; Thence S.29°37'42"W., a distance of 2.06 feet; Thence southerly along a tangent curve concave easterly, having a radius of 2.00 feet, through an angle of 90°00'00," an arc length of 3.14 feet; Thence S.60°22'18"E., a distance of 15.20 feet; Thence S.29°37'42"W.f a distance of 53.97 feet; Thence N.60°22'18"W., a distance of 17.40 feet; Thence westerly along a tangent curve concave southerly, having a radius of 2.00 feet, through an angle of 90°00'00", an arc length of 3.14 feet; Thence S.29°37'42"W., a distance of 14.11 feet; Thence N.60°23'58"W., a distance of 56.03 feet, to the northwesterly line of said Parcel 2, also being the southeasterly line of said Parcel 1, being the True POINT OF BEGINNING; Thence continuing N.60°23'58"W., a distance of 118.01 feet; Thence N.28°37'21"E a distance of 15.63 feet; Thence northerly along a tangent curve concave westerly, having a radius of 2.00 feet, through an angle of 89°58'20", an arc length of 3.11 feet; Thence N.60°22'18"W., a distance of 29.05 feet, to the northwesterly line of said Parcel 1; Thence N.29°37'42"E. along said northwesterly line, a distance of 279.13 feet, to the most northerly corner of said Parcel 1, said corner being a point in the southwesterly line of said Mission Boulevard. Thence S.58°39'15"E. along the northeasterly line of said Parcel 2, also being along said southwesterly line of Mission Boulevard, a distance of 149.40 feet, to the Point of Beginning.

ASSIGNMENT OF AGREEMENTS

FOR VALUE RECEIVED, the undersigned, Family Service Association, a California nonprofit public benefit corporation ("FSA"), assigns to the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County"), all of its right, title and interest in and to:

1. All architectural, design, engineering and development agreements, and any and all amendments, modifications, supplements, addenda and general conditions thereto (collectively, "Architectural Agreements"); and
2. All plans and specifications, shop drawings, working drawings, amendments, modifications, changes, supplements, general conditions and addenda thereto (collectively "Plans and Specifications")

heretofore or hereafter into or prepared by any architect, engineer or other person or entity (collectively "Architect"), for or on behalf of FSA in connection with the construction and/or rehabilitation of the Improvements. The Plans and Specifications, as of the date hereof, are those which FSA has heretofore, or will hereafter deliver to Authority. The Architectural Agreements include, but are not limited to, the architectural contract between FSA and

_____, located at _____.

This ASSIGNMENT OF AGREEMENT AND PLANS AND SPECIFICATION ("Assignment") constitutes a present and absolute assignment to Authority as of the Effective Date, subordinate to the rights of Senior lender to be named at a later date _____ Bank ("Construction/Permanent Lender"); provided, however, County confers upon FSA the right to enforce the terms of the Architectural Agreements and FSA's rights to the Plans and Specifications so long as no Default or event which would constitute a Default after notice or the passage of time, or both, has occurred and is continuing under the Disposition and Development Agreement, dated as of _____, 20__ between the County and FSA (the "DDA"), as well as any future amendments and implementation agreements between FSA and County which refer to this Assignment. Capitalized terms not otherwise defined herein shall have the meaning set forth in the DDA. Upon the occurrence of a default or event which would constitute a default after notice or the passage of time, or both, under the DDA, County may, in its sole discretion, give notice to Architect of its intent to enforce the rights of FSA under the Architect Agreements and of its rights to the Plans and Specifications and may initiate or participate in any legal proceedings respecting the enforcement of said rights. FSA acknowledges that by accepting this Assignment, County does not assume any of FSA's obligations under the Architectural Agreements or with respect to the Plans and Specifications. FSA represents and warrants to County, as of FSA's execution hereof, that: (a) all Architectural Agreements entered into by FSA are in full force and effect and are enforceable in accordance with their terms and no default, or event which would constitute a default after notice or the passage of time, or both, exists with respect to said Architectural Agreements; (b) all copies of the Architectural Agreements and Plans and Specifications delivered to County are complete and correct; and (c) FSA has not assigned any of its rights under the Architectural Agreements or with respect to the Plans and Specifications, other than to the Construction/Permanent Lender. FSA agrees: (a) to pay and perform all obligations of FSA under the Architectural Agreements; (b) to enforce the payment and performance of all obligations of any other person or entity under the Architectural Agreements; (c) not to modify the existing Architectural Agreements nor to enter into any future Architectural Agreements without County's prior written approval except as

otherwise may be permitted in the DDA; and (d) not to further assign (other than assignment in connection with a loan from the Construction/Permanent Lender), for security or any other purposes, its rights under the Architectural Agreements or with respect to the Plans and Specifications with County's prior written consent.

This Assignment secures performance by FSA of all obligations of FSA under the DDA. This Assignment is supplemented by the provisions of the DDA and said provisions are incorporated herein by reference.

This Assignment shall be governed by the laws of the State of California, and FSA consents to the jurisdiction of the Superior Court of the County of Riverside, State of California having proper venue for the filing and maintenance of any action arising hereunder and agrees that the prevailing party in any such action shall be entitled, in addition to any other recovery, to reasonable attorney's fees and costs.

This Assignment shall be binding upon and inure to the benefit of the heirs, legal representatives, assigns, and successors-in-interest of FSA and County; provided, however, this shall not be construed and is not intended to waive any restrictions on assignment, sale, transfer, mortgage, pledge, hypothecation or encumbrance by FSA contained in the DDA.

The attached Architect's Consent, Schedule 1 and Exhibit A are incorporated by reference.

FSA

FAMILY SERVICE ASSOCIATION, a
California non-profit public benefit corporation

By: _____
Dominick Betro, President/CEO

Date: _____

ARCHITECT'S CONSENT

The undersigned architect ("Architect") hereby consents to the foregoing Assignment to which this Architect's Consent ("Consent") is part, and acknowledges that there presently exists no unpaid claims due to the Architect except as set forth on Schedule 1 attached hereto, arising out of the preparation and delivery of the Plans and Specifications to FSA and/or the performance of the Architect's obligations under the Architectural Agreements.

Architect agrees that if, at any time, County shall become the owner of said Property, or, pursuant to its rights under the DDA, elects to undertake or cause the completion of construction of the Improvements on any portion of the Property, in accordance with the Plans and Specifications, and gives Architect written notice of such election; THEN, so long as Architect has received, receives or continues to receive the compensation called for under the Architectural Agreements, County may, at its option, use and rely on the Plans and Specifications for the purposes for which they were prepared, and Architect will continue to perform its obligations under the Architectural Agreements for the benefit and account of County in the same manner as if performed for the benefit or account of FSA in the absence of the Assignment.

Architect further agrees that, in the event of a breach by FSA of the Architectural Agreements, or any agreement entered into with Architect in connection with the Plans and Specifications, so long as FSA's interest in the Architectural Agreements and Plans and Specifications is assigned to County, Architect will give written notice to County of such breach at the address shown below. County shall have thirty (30) days from the receipt of such written notice of default to remedy or cure said default. Nothing herein shall require County to cure said default or to undertake completion of construction of the Improvements.

Architect warrants and represents that it/he has no knowledge of any prior assignment(s) of any interest in either the Plans and Specifications and/or the Architectural Agreements. Except as otherwise defined herein, the terms used herein shall have the meanings given them in the Assignment.

Executed _____, 2018.

[insert name of architect]

By: _____

Name:

Title:

[insert address of architect]

County's Address:

THE COUNTY OF RIVERSIDE

Attn: Deputy Director of Housing

SCHEDULE OF UNPAID CLAIMS

Schedule 1 to Assignment of Architectural Agreements and Plans and Specifications dated as of _____, 2018 between Family Service Association, Inc., a California nonprofit public benefit company, as FSA, and COUNTY OF RIVERSIDE, a political subdivision of the State of California, as County.

PROPERTY DESCRIPTION

Real property in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

PARCEL 1: APN 182-290-025

Parcel B of Notice of Lot Line Adjustment for the Smith Center and adjacent land, recorded July 30, 2001 as Instrument No. 2001-354646 of Official Records of Riverside County, California, and more particularly described as follows:

That portion of Parcel 2 of Parcel Map No. 4932, in the City of Jurupa Valley, County of Riverside, State of California, on file in Book 8 of Parcel Maps, Page 60 thereof, Records of Riverside County, California, described as follows:

BEGINNING at the most easterly comer of said Parcel 2, said corner being a point in the southwesterly line of Mission Boulevard as shown by said Parcel Map No. 4932;

Thence S.29°37'42"W. along the southeasterly line of said Parcel 2, a distance of 150.68 feet;
Thence N.60°22'18"W., a distance of 4.55 feet;
Thence S.29°37'42"W., a distance of 62.94 feet;
Thence N.60°22'18"W., a distance of 15.08 feet;
Thence westerly along a tangent curve concave southerly, having a radius of 2.00 feet, through an angle of 90°00'00", an arc length of 3.14 feet;
Thence S.29°37'42"W., a distance of 2.06 feet;
Thence southerly along a tangent curve concave easterly, having a radius of 2.00 feet, through an angle of 90°00'00," an arc length of 3.14 feet;
Thence S.60°22'18"E., a distance of 15.20 feet;
Thence S.29°37'42"W., a distance of 53.97 feet;
Thence N.60°22'18"W., a distance of 17.40 feet;
Thence westerly along a tangent curve concave southerly, having a radius of 2.00 feet, through an angle of 90°00'00", an arc length of 3.14 feet;
Thence S.29°37'42"W., a distance of 14.11 feet;
Thence N.60°23'58"W., a distance of 56.03 feet, to the northwesterly line of said Parcel 2;
Thence N.29°37'42"E. along said northwesterly line, a distance of 292.18 feet, to the most northerly comer of said Parcel 2, said comer being a point in the southwesterly line of said Mission Boulevard.
Thence S.58°39'15"E. along the northeasterly line of said Parcel 2, also being along said southwesterly line of Mission Boulevard, a distance of 79.91 feet, to the Point of Beginning.

PARCEL 2: APN 182-290-023

Parcel C of Notice of Lot Line Adjustment for the Smith Center and adjacent land, recorded July 30, 2001 as Instrument No. 2001-354646 of Official Records of Riverside County, California, and more particularly described as follows:

That portion of Parcel 1 of Parcel Map No. 4932, in the City of Jurupa Valley, County of Riverside, State of California, on file in Book 8 of Parcel Maps, Page 60 thereof, Records of Riverside County, California, described as follows:

COMMENCING at the most easterly corner of said Parcel 2 of said Parcel Map No. 4932, said corner being a point in the southwesterly line of Mission Boulevard as shown by said Parcel Map; Thence S.29°37'42"W. along the southeasterly line of said Parcel 2, a distance of 150.68 feet; Thence N.60°22'18"W., a distance of 4.55 feet; Thence S.29°37'42"W., a distance of 62.94 feet; Thence N.60°22'18"W., a distance of 15.08 feet; Thence westerly along a tangent curve concave southerly, having a radius of 2.00 feet, through an angle of 90°00'00", an arc length of 3.14 feet; Thence S.29°37'42"W., a distance of 2.06 feet; Thence southerly along a tangent curve concave easterly, having a radius of 2.00 feet, through an angle of 90°00'00," an arc length of 3.14 feet; Thence S.60°22'18"E., a distance of 15.20 feet; Thence S.29°37'42"W.f a distance of 53.97 feet; Thence N.60°22'18"W., a distance of 17.40 feet; Thence westerly along a tangent curve concave southerly, having a radius of 2.00 feet, through an angle of 90°00'00", an arc length of 3.14 feet; Thence S.29°37'42"W., a distance of 14.11 feet; Thence N.60°23'58"W., a distance of 56.03 feet, to the northwesterly line of said Parcel 2, also being the southeasterly line of said Parcel 1, being the True POINT OF BEGINNING; Thence continuing N.60°23'58"W., a distance of 118.01 feet; Thence N.28°37'21"E a distance of 15.63 feet; Thence northerly along a tangent curve concave westerly, having a radius of 2.00 feet, through an angle of 89°58'20", an arc length of 3.11 feet; Thence N.60°22'18"W., a distance of 29.05 feet, to the northwesterly line of said Parcel 1; Thence N.29°37'42"E. along said northwesterly line, a distance of 279.13 feet, to the most northerly corner of said Parcel 1, said corner being a point in the southwesterly line of said Mission Boulevard. Thence S.58°39'15"E. along the northeasterly line of said Parcel 2, also being along said southwesterly line of Mission Boulevard, a distance of 149.40 feet, to the Point of Beginning.

ATTACHMENT NO. 11
AGREEMENT CONTAINING COVENANTS

OFFICIAL BUSINESS
Document entitled to free
recording per Government
Code Section 6103

Recording Requested by and When
Recorded Return to:

THE COUNTY OF RIVERSIDE
5555 Arlington Avenue
Riverside, California 92504
Attn: Juan Garcia

Space above this line for Recorder's use only

AGREEMENT CONTAINING COVENANTS
(INCLUDING RENTAL RESTRICTIONS)

THIS AGREEMENT CONTAINING COVENANTS ("Agreement") is entered into as of _____, 2018, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (herein referred to as "County") and Family Service Association, a California nonprofit public benefit corporation (herein referred to as "Owner"). County and Owner are individually referred to herein as a "Party" and collectively as "Parties."

RECITALS

A. Owner holds fee title interest to that certain real property (the "Property") located in the City of Jurupa Valley, County of Riverside, State of California, legally described in the "Legal Description" attached hereto as **Exhibit A** and incorporated herein by this reference.

B. County and Owner entered into that certain Disposition and Development Agreement ("DDA") dated _____, 2018, and recorded in the Official Records of the Recorder's Office of the County of Riverside ("Official Records") on _____ as Document No. _____, relating to, among other things, the sale of the property by the County to Owner, and the construction and development on the Property of a fifty four (54) unit multifamily affordable rental housing development, with related infrastructure and parking, as more specifically described in the DDA ("Project"). The term "DDA" as used herein shall mean, refer to and include the DDA, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto (which are hereby incorporated herein by this reference) or other documents expressly incorporated by reference in the DDA. Any capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the DDA.

C. Pursuant to the DDA and California Government Code Section 25539.4, the Owner is required to restrict the use and occupancy of twenty two (22) rental units ("Restricted Unit") to be rented to and occupied by Very Low and Low Income households at an Affordable Rent for a period of no less than thirty (30) years from the date of recordation of the Notice of Completion in the Official Records of the Office of the County Recorder ("Official Records") for the last building

within the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, contained in this DDA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner on behalf of itself and its successors, assigns, and each successor in interest or any part thereof, hereby declares as follows:

1. Development of the Property. Owner covenants and agrees for itself, its successors and assigns and every successor in Owner's interest in the Property or any part thereof, that Owner, its successors and assigns, shall develop and construct, or cause the development and construction, of the Improvements on Property in accordance with the provisions of the DDA, including, but not limited to the Scope of Development (Attachment No. 6 to the DDA), all Entitlements and Governmental Approvals, consisting of a fifty four (54) unit multi-family rental housing development.

2. Use of the Property. Owner covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that Owner, such successors and such assignees shall use the Property only for the uses specified in the DDA and this Agreement. No change in the use of the Property shall be permitted without the prior written approval of the County. The Improvements shall comply with the current California Building Code that includes comprehensive accessibility and adaptability requirements for multifamily new construction development.

a. Without limiting the generality of the foregoing, Owner, such successors and such assignees shall use the Property for the development, construction and operation thereon of a fifty four (54) unit multi-family affordable rental housing complex, eleven (11) units of which shall be made available at an Affordable Rent (defined in the Agreement) and occupied by Very Low Income households (defined in the Agreement), and eleven (11) units of which shall be made available at an Affordable Rent and occupied by Low Income households (defined in the Agreement) (collectively, "Restricted Units"). Additional affordability restrictions imposed by Senior Lender requires an additional five (5) units to be made available at an affordable rent and occupied by Low Income households at 80% of the Area Median Income. The remaining twenty six (26) units shall be made available to Moderate Income households at 120% of the Area Median Income, and one (1) manager's unit. The required distribution of the Restricted Units by type, affordability mix and rent is set forth in Exhibit C attached hereto and incorporated herein by this reference.

b. The maximum incomes of residential tenants eligible to rent the Restricted Units shall be determined on the basis of the area median income for the County of Riverside Standard Metropolitan Area as determined by the U.S. Department of Housing and Urban Development and published approximately annually by the California Department of Housing and Community Development (Area Median Income). For purposes of this Agreement, the term "Very Low" shall mean the income limits for very low income households published by the California Department of Housing and Community Development ("HCD") pursuant to California Health and Safety Code section 50106, and "Low Income" shall mean the income limits for low income

households published by the California Department of Housing and Community Development (“HCD”) pursuant to California Health and Safety Code section 50105. If HCD discontinues publishing such income limits, the term “Very Low Income” shall mean a household income that does not exceed 50% of the area median income for the County of Riverside, adjusted for family size, and the term “Low Income” shall mean a household income that does not exceed 75% of the area median income for the County of Riverside, adjusted for family size.

- c. The maximum monthly Affordable Rent, including a reasonable utility allowance for utilities and services (excluding telephone), that may be charged to tenants of the twenty two (22) Restricted Units, shall not exceed the following:
 - i. As to the Very Low Income units, one-twelfth (1/12) times the product of thirty percent (30%) times fifty percent (50%) of the Area Median Income, adjusted for family size appropriate for the Restricted Unit.
 - ii. As to the Low Income units, one-twelfth (1/12) times the product of thirty percent (30%) times seventy five (75%) of the Area Median Income, adjusted for family size appropriate for the Restricted Unit.
 - iii. For purposes of this Agreement, the phrase, “adjusted for family appropriate for the Restricted Unit” shall mean the number of bedrooms in the Restricted Unit plus one.
 - iv. County, and their respective successors and assigns, shall have the right, but not the obligation, to monitor and enforce the covenants contained in this section 2.
 - v. To the extent permitted by law, this Paragraph shall govern in the event of increases in tenant incomes: (a) A tenant who initially qualified as an Very Low Income household, but who, due to an increase in income, no longer qualifies as an Very Low Income household but does qualify as a Low Income household, shall pay as rent an amount that is affordable rent to a Low Income household, as defined in subsection 2. C. ii above; (b) a tenant who initially qualified as a Low Income household, but who, due to an increase in income, no longer qualifies as a Low Income household shall pay as rent the lesser of the amount payable by the tenant under state law or 30% of the family’s adjusted income; and (c) if a household’s income increases to above 140% of the applicable income limitation, the household will be required to move out after no less than one (1) year advance notice or, if another unit in the project is vacant and can be converted to an affordable rent, pay the market rate rent.
 - vi. Except for a resident manager, no officer, employee, agent, official or consultant of Owner may occupy any of the units.
 - vii. Failure to comply with the affordability requirements of this Agreement is an event of default under the terms of the DDA.
 - viii. Except for the non-discrimination provisions set forth in Section 5 below, this Agreement and the use and occupancy restrictions set forth herein shall remain in effect for a period of no less than thirty (30) years from the recordation of the Notice of Completion for the last building built in the Project in the Official Records of the Recorder’s Office of the County of Riverside (“Official Records”) for the Project (“Term” or “Affordability Period”), without regard to a transfer for the duration of the term set forth herein, the Property shall be held,

sold and conveyed, subject to the following covenants, conditions, and restrictions of the Project.

- ix. Owner, shall comply with the terms of the DDA and related Agreements and any other instrument secured against the Property.

3. Maintenance of the Property. Owner, on behalf of itself and its successors, assigns, and each successor in interest to the Property and Project or any part thereof hereby covenants to and shall protect, maintain, and preserve the Property in compliance with all applicable federal and state law and regulations and local ordinances. In addition, Owner, its successors and assigns, shall maintain the improvements on the Property in the same aesthetic and sound condition (or better) as the condition of the Property at the time of the recordation of the Notice of Completion for the Project, reasonable wear and tear excepted. This standard for the quality of maintenance of the Property shall be met whether or not a specific item of maintenance is listed below. However, representative items of maintenance shall include frequent and regular inspection for graffiti or damage or deterioration or failure, and immediate repainting or repair or replacement of all surfaces, fencing, walls, equipment, etc., as necessary; emptying of trash receptacles and removal of litter; sweeping of public sidewalks adjacent to the Property, on-site walks and paved areas and washing-down as necessary to maintain clean surfaces; maintenance of all landscaping in a healthy and attractive condition, including trimming, fertilizing and replacing vegetation as necessary; cleaning windows on a regular basis; painting the buildings on a regular program and prior to the deterioration of the painted surfaces; conducting a roof inspection on a regular basis and maintaining the roof in a leak-free and weather-tight condition; maintaining security devices in good working order. In the event Owner, its successors or assigns fails to maintain the Property in accordance with the standard for the quality of maintenance, the County or its designee shall have the right but not the obligation to enter the Property upon reasonable notice to Owner, correct any violation, and hold Owner, or such successors or assigns responsible for the cost thereof, and such cost, until paid, shall constitute a lien on the Property; provided, however, any such liens shall be subject and subordinate to the deed of trust in favor of the Senior Construction Lender.

4. Covenants Running with the Land. All conditions, covenants and restrictions contained in this Agreement shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by County, its successors and assigns, against Owner, its successors and assigns, to or of Owner's interest in the Property, or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof. County shall be deemed the beneficiary of the covenants, conditions and restrictions of this Agreement both for and in its own right and for the purposes of protecting the interests of the community. The covenants, conditions, and restrictions shall run in favor of the County, without regard to whether the County has been, remains, or is an owner of any land or interest therein in the Property. Except as provided in the preceding sentence, the covenants, conditions and restrictions contained in this Agreement shall not benefit nor be enforceable by any other owner of real property except the Housing County.

5. Nondiscrimination. Owner shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring or treatment of any contractors or consultants, to participate in subcontracting/subconsulting

opportunities. Owner understands and agrees that violation of this clause shall be considered a material breach of this Covenant and may result in termination, debarment or other sanctions. This language shall be incorporated into all contracts between Owner and any contractor, consultant, subcontractor, subconsultants, vendors and suppliers. Owner shall comply with the provisions of the California Fair Employment and Housing Act (Government Code Sections 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended, and all Administrative Rules and Regulations issued pursuant to said Acts and Orders with respect to its use of the Property.

Owner herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that this Covenant is made and accepted upon and subject to the following conditions: There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the transferee itself or any person claiming under or through him or her, 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, sublessees, subtenants, or vendees of the Property.

Owner, its successors and assigns, shall refrain from restricting the rental, sale, or lease of the Property or any portion thereof, on the basis of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry of any person. Every deed, lease, and contract entered into with respect to the Property, or any portion thereof, after the date of this Covenant shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any 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 premises herein conveyed. The foregoing covenants shall run with the land."

b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, 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, sublessees, subtenants, or vendees in the premises herein leased.”

c) In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, 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, sublessees, subtenants, or vendees of the land.”

In addition to the obligations and duties of Owner set forth herein, Owner shall, upon notice from County, promptly pay to County all fees and costs, including administrative and attorneys’ fees, incurred by County in connection with responding to or defending any discrimination claim brought by any third party and/or local, state or federal government entity, arising out of or in connection with the Loan Agreement or this Covenant.

6. Insurance. Without limiting or diminishing Owner’s obligation to indemnify or hold County harmless, Owner shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage’s during the term of this Covenant.

- a. Worker’s Compensation Insurance. If Owner has employees as defined by the State of California, Owner shall maintain statutory Workers’ Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers’ Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.
- b. Commercial General Liability Insurance. Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Owner’s performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured. Policy’s limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.
- c. Vehicle Liability Insurance. If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Owner shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured or provide similar evidence of

coverage approved by County's Risk Manager ("Risk Manager").

d. General Insurance Provisions – All Lines.

- i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by Risk Manager. If Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- ii. Owner's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of Risk Manager. Upon notification of self-insured retention unacceptable to County, and at the election of Risk Manager, Owner's carriers shall either: (a) reduce or eliminate such self-insured retention, or (b) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii. Owner shall cause Owner's insurance carrier(s) to furnish the County of the County of Riverside copies of the Certificate(s) of Insurance and Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by Risk Manager, provide copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. Owner shall not continue operations until County has been furnished Certificate(s) of Insurance and copies of endorsements and if requested, copies of policies of insurance including all endorsements and any and all other attachments as required herein. An individual authorized by the insurance carrier to do so, on its behalf, shall sign the original endorsements for each policy and the Certificate of Insurance.
- iv. It is understood and agreed to by the parties hereto that Owner's insurance shall be construed as primary insurance, and County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- v. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures, then County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in Risk Manager's reasonable judgment, the amount or type of insurance carried by Owner has become inadequate.
- vi. Owner shall pass down the insurance obligations contained herein to all tiers of subcontractors.
- vii. Owner agrees to notify County in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the Covenant.

7. Hold Harmless/Indemnification. Owner shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Owner, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Owner, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement, , except in the event of the gross negligence or willful misconduct of the County; provided however, any gross negligence or willful misconduct of the County will only affect Owner's duty to indemnify for the specific act found to be gross negligence or willful misconduct, and will not preclude Owner's duty to indemnify for any act or omission of Borrower as required herein.. Owner shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein by Owner, shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Owner's indemnification to Indemnitees as set forth herein. Owner's obligation hereunder shall be satisfied when Owner has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Owner's obligations to indemnify and hold harmless the Indemnitees herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Owner from indemnifying the Indemnitees to the fullest extent allowed by law. The indemnity set forth herein shall survive the expiration and earlier termination of this Agreement.
8. Notices. All Notices provided for in this Agreement shall be deemed received when personally delivered, or two (2) days following mailing by certified mail, return receipt requested. All mailing shall be addressed to the respective parties at their addresses set forth below, or at such other address as each party may designate in writing and give to the other party:

If to the County: Economic Development County/Housing Division
c/o Assistant CEO/EDA
5555 Arlington Avenue
Riverside, CA 92504

If to Owner: Family Service Association, Inc.
c/o Dominick Betro, President/CEO
21550 Box Springs Road, Suite 207
Moreno Valley, CA 92557

9. Remedies. County shall have the right, in the event of any breach of any such agreement or covenant, to exercise all available rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant.

10. TERM. The non-discrimination covenants, conditions and restrictions contained in Section 5 of this Agreement shall remain in effect in perpetuity. Every other covenant, condition and restriction contained in this Agreement shall continue in full force and effect for the Term, as defined in Section 2 of this Agreement.

11. Notice and Cure. Prior to exercising any remedies hereunder, the County shall give Owner notice of such default pursuant to section 8 above. Any monetary default shall be cured within seven (7) days of delivery of written notice. Except as otherwise set forth herein, if a non-monetary default is reasonably capable of being cured within sixty (60) days of delivery of such notice of default, Owner shall have such period to effect a cure prior to exercise of remedies by County. If the non-monetary default is such that it is not reasonably capable of being cured within sixty (60) days of delivery of such notice of default, and Owner (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Owner shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the County; but in no event no later than ninety (90) days from delivery of such notice of default.

County, upon providing Owner with any notice of default under this Agreement, shall at the same time provide a copy of such default notice to permitted senior lenders who have given written notice to County of its interest in the Property and Project. From and after such notice has been delivered to the permitted senior lenders, and such permitted senior lenders shall have the same period for remedying the default complained of as the cure period provided to Owner pursuant to this section 11. County shall accept performance by the permitted senior lenders as if the same had been done by Owner.

If a violation of any of the covenants or provisions of this Agreement remains uncured after the respective time period set forth in this Section 11, County and its successors and assigns, without regard to whether County or its successors and assigns is an owner of any land or interest therein to which these covenants relate, may institute and prosecute any proceedings at law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel specific performance by Owner of its obligations hereunder. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

12. Sale, Assignment or Transfer of the Project or Property. Except as otherwise provided in the DDA, Owner hereby covenants and agrees not to sell, transfer, assign or otherwise dispose of the Project, the Property or any portion thereof, without obtaining the prior written consent of County, in its sole discretion. Any sale, assignment, or transfer of the Project or Property, shall be memorialized an assignment and assumption agreement the form and substance of which have been first approved in writing by the County in its sole discretion. Such assignment and assumption

agreement shall, among other things, provide that the transferee has assumed in writing and in full, and is reasonably capable of performing and complying with Owner's duties and obligations under the Loan Agreement and this Covenant, provided, however Owner shall not be released of all obligations under the Loan Agreement and this Agreement.

13. Amendments or Modifications. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

14. Governing Law; Venue; Severability. This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way

15. Binding Effect. The rights and obligations of this Agreement shall bind and inure to the benefit of the respective heirs, successors and assigns of the parties.

16. Permitted Mortgages. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any deed of trust or mortgage permitted by the DDA or the lien or charge of a deed of trust made by the Owner for the benefit of any lender first approved in writing by the County (each, a "Permitted Lender") and nothing herein or in the DDA shall prohibit or otherwise limit the exercise of a Permitted Lender's rights and remedies thereunder, including a foreclosure or deed-in-lieu of foreclosure and subsequent transfer thereafter. The parties hereto acknowledge and agree that Wells Fargo Bank, N.A., ("Senior Construction Lender") is a Permitted Lender.

17. Severability. In any event that any provision, whether constituting a separate paragraph or whether contained in a paragraph with other provisions, is hereafter determined to be void and unenforceable, it shall be deemed separated and deleted from the agreement and the remaining provisions of this Agreement shall remain in full force and effect.

18. Operation of Project.

- a. Project Monitoring and Evaluation; Tenant Checklist. Owner shall submit a Tenant Checklist Form to County, as shown in **Exhibit B** which is attached hereto and incorporated herein by this reference, and may be revised by County, summarizing the racial/ethnic composition, number and percentage of very low and low-income households who are tenants of the Assisted Units. The Tenant Checklist Form shall be submitted upon Completion of the construction and thereafter, on a semi-annual basis on or before March 31 and September 30. Owner shall provide written lease agreement for not less than one year, unless by mutual agreement between the tenant and Owner. County shall review the initial form of the lease agreement prior to Owner executing any leases and, provided that Owner uses the approved lease form, Owner shall be permitted to enter into residential leases without County's prior written consent.

b. Prohibited Lease Terms. The rental agreement/lease may not contain any of the following provisions:

- (1) Agreement to be sued. Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of Owner in a lawsuit brought in connection with the lease.
- (2) Treatment of property. Agreements by tenant that Owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. Owner may dispose of this personal property in accordance with State law.
- (3) Excusing Owner from responsibility. Agreement by the tenant not to hold Owner or Owner's agents legally responsible for any action or failure to act, whether intentional or negligent.
- (4) Waiver of notice. Agreement of the tenant that Owner may institute a lawsuit without notice to the tenant.
- (5) Waiver of legal proceeding. Agreement by the tenant that the Owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
- (6) Waiver of a jury trial. Agreement by the tenant to waive any right to a trial by jury.
- (7) Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
- (8) Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorneys' fees or other legal costs even if the tenant wins in a court proceeding by Owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
- (9) Mandatory supportive services. Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

c. Written Selection Policies. Owner shall adopt written selection policies and criteria that meet the following requirements:

(1) Are consistent with the purpose of providing housing for Low Income, Very Low, Extremely, and other Low Income households.

(2) Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease.

(3) Provide for:

(A) The selection of tenants from a written waiting list in the chronological order of their satisfaction of all eligibility requirements, insofar as is practicable; and

(B) The prompt written notification to any rejected applicant of the grounds for any rejection;

(4) To the extent permitted by law, provide first priority in the selection of otherwise eligible tenants to persons displaced by the County (if any); and

(5) Carry out the affirmative marketing procedures of the County, to provide information and otherwise attract eligible persons from all racial, ethnic and gender groups in the housing market area. Owner and County shall cooperate to effectuate this provision during the Owner's initial lease-up of the Assisted Units and as vacancies occur.

19. Agreement Runs with Property. In accordance with California Civil Code Section 1461 et seq., all conditions, covenants and restrictions contained in this Agreement shall be covenants running with the land. County shall be deemed the beneficiary of the covenants, conditions and restrictions of this Agreement both for and in their own rights and for the purposes of protecting the interests of the community. The covenants, conditions, and restrictions shall run in favor of the County and County, without regard to whether the County or County has been, remains, or is an owner of any land or interest therein in the Property, surrounding areas or the Project Area.

20. Access to Project. Representatives of the County shall have the right of access to the Property, upon 24 hours' written notice to Owner (except in the case of an emergency, in which County shall provide such notice as may be practical under the circumstances), without charges or fees, during normal business hours to review the operation of the Project in accordance with this Agreement and the Loan Agreement.

21. Management. Owner shall be responsible for the operation of the Improvements either by direct management or by contracting its managerial functions to a third party property manager reasonably acceptable to the County which property manager will be charged with managing the Improvements on behalf of the Owner. The County shall have the right to review and approve any such entity prior to its selection by the Owner. Such approval shall not be unreasonably withheld. Owner shall include in any such property management agreement a provision providing for the termination of the agreement in the event that the property manager violates any federal, state or local health and safety laws and regulations which are not cured within thirty (30) days following the giving of notice of such violations by the County or any other governmental entity; provided, however, that in the case of a violation that cannot be cured within such thirty (30) day period, that such cure shall be commenced within thirty (30) days of notification and shall be diligently prosecuted to completion not later than sixty (60) days after notification. Owner, its successors and assigns, upon notice from the County, shall pay any costs and fees (including administrative and attorneys' fees) incurred by County in connection with responding to or defending any discrimination claim brought by any third party and/or local, state or federal government entity, arising out of or in connection with a Permitted Senior Loan and/or this Agreement.

22. Counterparts. This Agreement may be signed by the different parties hereto in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

23. Entire Agreement. This Agreement and the DDA set forth and contain the entire understanding and agreement of the parties hereto. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements, which are not contained or expressly referred to within this Agreement and the Loan Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Housing County and Owner have signed this Agreement as of the dates set opposite their signatures.

COUNTY:

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

By: _____
Carrie Harmon, Assistant Director/EDA

Date: _____

OWNER:

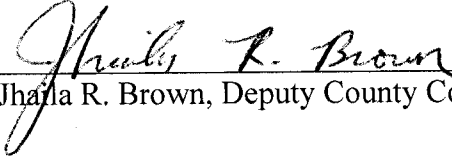
Family Service Association, a California non-profit public benefit corporation

By: _____
Dominick Betro, President/CEO

Date: _____

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
COUNTY COUNSEL

By:  _____
Jhanna R. Brown, Deputy County Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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)
) ss:
COUNTY OF _____)

On _____, 2018, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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)
) ss:
COUNTY OF _____)

On _____, 2018, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

EXHIBIT A
LEGAL DESCRIPTION

LEGAL DESCRIPTION

Real property in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

PARCEL 1: APN 182-290-025

Parcel B of Notice of Lot Line Adjustment for the Smith Center and adjacent land, recorded July 30, 2001 as Instrument No. 2001-354646 of Official Records of Riverside County, California, and more particularly described as follows:

That portion of Parcel 2 of Parcel Map No. 4932, in the City of Jurupa Valley, County of Riverside, State of California, on file in Book 8 of Parcel Maps, Page 60 thereof, Records of Riverside County, California, described as follows:

BEGINNING at the most easterly comer of said Parcel 2, said corner being a point in the southwesterly line of Mission Boulevard as shown by said Parcel Map No. 4932;

Thence S.29°37'42"W. along the southeasterly line of said Parcel 2, a distance of 150.68 feet;

Thence N.60°22'18"W., a distance of 4.55 feet;

Thence S.29°37'42"W., a distance of 62.94 feet;

Thence N.60°22'18"W., a distance of 15.08 feet;

Thence westerly along a tangent curve concave southerly, having a radius of 2.00 feet, through an angle of 90°00'00", an arc length of 3.14 feet;

Thence S.29°37'42"W., a distance of 2.06 feet;

Thence southerly along a tangent curve concave easterly, having a radius of 2.00 feet, through an angle of 90°00'00", an arc length of 3.14 feet;

Thence S.60°22'18"E., a distance of 15.20 feet;

Thence S.29°37'42"W., a distance of 53.97 feet;

Thence N.60°22'18"W., a distance of 17.40 feet;

Thence westerly along a tangent curve concave southerly, having a radius of 2.00 feet, through an angle of 90°00'00", an arc length of 3.14 feet;

Thence S.29°37'42"W., a distance of 14.11 feet;

Thence N.60°23'58"W., a distance of 56.03 feet, to the northwesterly line of said Parcel 2;

Thence N.29°37'42"E. along said northwesterly line, a distance of 292.18 feet, to the most northerly comer of said Parcel 2, said comer being a point in the southwesterly line of said Mission Boulevard.

Thence S.58°39'15"E. along the northeasterly line of said Parcel 2, also being along said southwesterly line of Mission Boulevard, a distance of 79.91 feet, to the Point of Beginning.

PARCEL 2: APN 182-290-023

Parcel C of Notice of Lot Line Adjustment for the Smith Center and adjacent land, recorded July 30, 2001 as Instrument No. 2001-354646 of Official Records of Riverside County, California, and more particularly described as follows:

That portion of Parcel 1 of Parcel Map No. 4932, in the City of Jurupa Valley, County of Riverside,

State of California, on file in Book 8 of Parcel Maps, Page 60 thereof, Records of Riverside County, California, described as follows:

COMMENCING at the most easterly corner of said Parcel 2 of said Parcel Map No. 4932, said corner being a point in the southwesterly line of Mission Boulevard as shown by said Parcel Map;
Thence S.29°37'42"W. along the southeasterly line of said Parcel 2, a distance of 150.68 feet;
Thence N.60°22'18"W., a distance of 4.55 feet;
Thence S.29°37'42"W., a distance of 62.94 feet;
Thence N.60°22'18"W., a distance of 15.08 feet;
Thence westerly along a tangent curve concave southerly, having a radius of 2.00 feet, through an angle of 90°00'00", an arc length of 3.14 feet;
Thence S.29°37'42"W., a distance of 2.06 feet;
Thence southerly along a tangent curve concave easterly, having a radius of 2.00 feet, through an angle of 90°00'00", an arc length of 3.14 feet;
Thence S.60°22'18"E., a distance of 15.20 feet;
Thence S.29°37'42"W. a distance of 53.97 feet;
Thence N.60°22'18"W., a distance of 17.40 feet;
Thence westerly along a tangent curve concave southerly, having a radius of 2.00 feet, through an angle of 90°00'00", an arc length of 3.14 feet;
Thence S.29°37'42"W., a distance of 14.11 feet;
Thence N.60°23'58"W., a distance of 56.03 feet, to the northwesterly line of said Parcel 2, also being the southeasterly line of said Parcel 1, being the True POINT OF BEGINNING;
Thence continuing N.60°23'58"W., a distance of 118.01 feet;
Thence N.28°37'21"E a distance of 15.63 feet;
Thence northerly along a tangent curve concave westerly, having a radius of 2.00 feet, through an angle of 89°58'20", an arc length of 3.11 feet;
Thence N.60°22'18"W., a distance of 29.05 feet, to the northwesterly line of said Parcel 1;
Thence N.29°37'42"E. along said northwesterly line, a distance of 279.13 feet, to the most northerly corner of said Parcel 1, said corner being a point in the southwesterly line of said Mission Boulevard.
Thence S.58°39'15"E. along the northeasterly line of said Parcel 2, also being along said southwesterly line of Mission Boulevard, a distance of 149.40 feet, to the Point of Beginning.

Exhibit B: Sample Tenant Checklist

Project Name:

Address:

Insert a check mark for each item that is relevant to the family below

Unit No.	Tenant Name	Move In Date	Move Out Date	Rent Amount	Family Size	No. of BRs	Utility Allowance	Tenant Portion	Section 8 Subsidy	Recert. Date	Tenant Income	% of Median	Non-Hisp.	Hisp.	Am. Ind (AIAN)	Asn Blk	N.Ha w Pc Islan	WHT	AIAN & WHT	ASN & WHT	BLK & WHT	AIA N & BLK	Two or more Races		

Prepared by:

Title:

Phone Number:

Problems or questions please call, Juan Garcia

If you would like this form prepared on Microsoft Excel e-mailed to you, please contact jugarcia@rivco.org

EXHIBIT C
SCHEDULE OF AFFORDABLE RENTS

Type of Units		Maximum Income	Maximum Rent
11	One Bedroom	Very Low Income	1/12 of 30% X 50% of AMI (less utility allowances)
11	One Bedroom	Low Income	1/12 of 30% X 75% of AMI (less utility allowances)

ATTACHMENT NO. 12

REQUEST FOR NOTICE

Recording Requested By:
RIVERSIDE COUNTY
AND WHEN RECORDED MAIL TO
Riverside County
Economic Development County
5555 Arlington Avenue
Riverside, CA 92504
Attn: Juan Garcia

EXEMPT RECORDING FEE CODE 6103

**REQUEST FOR NOTICE
UNDER SECTION 2924b CIVIL CODE**

In accordance with Civil Code, section 2924b, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust dated date the senior lien holder DOT recorded and recorded as Instrument No. Senior lien holder DOT recorded instrument number in book xxxxxx, page xxxxx, Official Records of RIVERSIDE County, California, and describing land therein as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

APN: PARCEL NO. Property also known as: PROPERTY ADDRESS

All notices to be mailed to: Attn: Assistant Director, Riverside County EDA Housing Division, 5555 Arlington Avenue, Riverside, California 92504

Request is hereby made that a copy of any notice of default and a copy of any notice of sale under the deed of trust

NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

Dated _____

COUNTY OF RIVERSIDE

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.

Juan Garcia/Principal Development Specialist

(This area for official notarial seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE} S.S.

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

person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal

Signature _____

ATTACHMENT NO. 13
ESCROW AGREEMENT

ESCROW AGREEMENT
(Eddie Dee Smith Affordable Housing Project)

THIS ESCROW AGREEMENT ("Agreement") is entered into on _____, 2018 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (hereinafter called the "**County**") and Family Service Association, Inc., a California nonprofit public benefit corporation (hereinafter called "**FSA**"). County and FSA are collectively referred to herein as the "Parties" and individually as "Party."

RECITALS

WHEREAS, County owns fee title to the subject property located at 5888 Mission Boulevard, in the City of Jurupa Valley with Assessor's Parcel Numbers 182-290-023 and 182-290-025, which consists of approximately 1.51 acres as described in the legal description attached hereto as **Exhibit A** and incorporated herein by this reference ("Property");

WHEREAS, County desires to convey the Property to FSA for the purpose of developing and constructing an affordable fifty four (54) unit multifamily rental housing development, which shall be affordable to very low income and low income households ("Project") as more particularly set forth in the Disposition and Development Agreement executed by County and FSA dated _____ as recorded on _____ in the official records by Instrument No. _____ ("DDA"). All capitalized terms not defined herein shall have the meaning ascribed to such term set forth in the DDA; and

WHEREAS, in connection with the DDA and sale of the Property by County to FSA, the Parties desire to set forth the escrow terms relating to such sale, as more specifically discussed below.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. **Escrow.**

FSA agrees to open an escrow for the conveyance of the Property with Title Company or such other escrow company, escrow department of a bank, or escrow department of a title insurance company first approved by County and FSA (the "Escrow Agent"), no later than the applicable dates established in the Schedule of Performance (Attachment No. 4 to the DDA).

This Agreement shall constitute the joint escrow instructions of FSA and County with respect to the conveyance of the Property, and a duplicate original of this Agreement and the executed DDA shall be delivered to the Escrow Agent upon the opening of the escrow.

County and FSA shall provide such additional escrow instructions as shall be necessary to close the escrow with respect to the conveyance of the Property, and consistent with this Agreement and the DDA. The Escrow Agent hereby is empowered to act under such instructions, and upon indicating its acceptance thereof in writing, delivered to County and to FSA within five (5) days after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

Upon receipt by the Escrow Agent of all executed and acknowledged documents, as required by this Agreement and the DDA, the Escrow Agent shall record all documents in accordance with

Section 3 below, when the Property can be vested in FSA in accordance with the terms and provisions of the DDA. The Escrow Agent shall buy, affix and cancel any transfer stamps required by law. Any insurance policies governing the Property or any portion thereof are not to be transferred.

FSA shall pay in escrow to the Escrow Agent the following fees, charges and costs promptly after the Escrow Agent has notified FSA of the amount of such fees, charges and costs, but not earlier than one (1) day prior to the Closing Date (as defined in the DDA) for conveyance of the Property from the County to FSA:

- Escrow fees;
- Recording fees;
- Notary fees;
- Premiums for the title insurance policy or policies ordered by FSA; and
- State, county, city or other documentary stamps and transfer taxes, if any.

The Escrow Agent is authorized to:

1. Pay, and charge FSA, for any fees, charges and costs payable under this Section. Before such payments are made, the Escrow Agent shall notify County and FSA of the fees, charges and costs necessary to clear title and convey the Property;
2. Disburse funds and deliver the DDA and other documents to the parties entitled thereto when the conditions of the escrow have been fulfilled by County and FSA; and
3. Record any instruments delivered through the escrow if necessary or proper to vest fee title to the Property in FSA in accordance with the terms and provisions of this Agreement and the DDA.

All funds received in the escrow shall be deposited by the Escrow Agent in an interest bearing account for the benefit of the depositing party as directed by the depositing party.

If escrow is not in condition to close on or before the closing date, either party who then shall have fully performed the acts to be performed before the closing date may, in writing, demand the return of its money, papers or documents. No demand for return shall be recognized until ten (10) days after the Escrow Agent shall have mailed copies of such demand to the other party at the address of its principal place of business. Objections, if any, shall be raised by written notice to the Escrow Agent and to the other party within the ten- (10) day period. If any objections are raised within the ten- (10) day period, the Escrow Agent is authorized to hold the money, paper and documents until instructed by mutual agreement of the parties or, upon failure thereof, by a court of competent jurisdiction. Notwithstanding the foregoing, the termination rights of County and FSA and other rights and remedies on default are governed by the termination and default terms of the DDA, and no demand for such return shall affect such rights or remedies. If no such demands are made, the escrow shall be closed as soon as possible.

The Escrow Agent shall not be obligated to return any such money, papers or documents except upon the written instructions of both County and FSA affected thereby, or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

Any amendments to these escrow instructions shall be in writing and signed by both County and FSA. At the time of any amendment the Escrow Agent shall agree to carry out its duties as escrow agent under such amendment.

All communications from the Escrow Agent to County or FSA shall be directed to the addresses and in the manner established in Section 6.1 of the DDA for notices, demands and communications between County and FSA.

The liability of the Escrow Agent under this Agreement and the DDA is limited to performance of the obligations imposed upon it in this Agreement.

2. **Title Insurance.**

Concurrently with the recordation of the DDA, Title Company shall provide and deliver to FSA a Title Insurance Policy (as defined in the DDA), issued by the Title Company insuring that the Property interest to be conveyed is vested in FSA in the condition required by Sections 2.5 and 2.7 of the DDA (“Property Title Policy”). The Title Company shall provide County with a copy of the Property Title Policy. The Property Title Policy shall be in the amount specified by FSA.

FSA shall pay for all premiums for all title insurance policies and coverage and special endorsements with respect to the Property.

3. **Recordation of Documents.**

County and FSA, respectively, agree to perform all acts necessary to achieve recordation and delivery of documents in sufficient time for escrow to be closed in accordance with the foregoing provisions.

a. The following documents shall be recorded in the following order (“Recorded Documents”):

Order of Recordation	Document Name
1 st	Grant Deed
2 nd :	Agreement Containing Covenants
2 nd	DDA

b. All documents to be recorded shall be recorded in the Official Records of the County of Riverside.

[Remainder of page Intentionally Blank]

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COUNTY:

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

FSA:

Family Service Association, Inc., a California non-profit public benefit corporation

By: _____

Name:
Its:

By: _____

Dominic Betro, President/CEO

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
COUNTY COUNSEL

By: _____
Jhaila R. Brown, Deputy County Counsel

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

PARCEL 1: APN 182-290-025

Parcel B of Notice of Lot Line Adjustment for the Smith Center and adjacent land, recorded July 30, 2001 as Instrument No. 2001-354646 of Official Records of Riverside County, California, and more particularly described as follows:

That portion of Parcel 2 of Parcel Map No. 4932, in the City of Jurupa Valley, County of Riverside, State of California, on file in Book 8 of Parcel Maps, Page 60 thereof, Records of Riverside County, California, described as follows:

BEGINNING at the most easterly comer of said Parcel 2, said corner being a point in the southwesterly line of Mission Boulevard as shown by said Parcel Map No. 4932;
Thence S.29°37'42"W. along the southeasterly line of said Parcel 2, a distance of 150.68 feet;
Thence N.60°22'18"W., a distance of 4.55 feet;
Thence S.29°37'42"W., a distance of 62.94 feet;
Thence N.60°22'18"W., a distance of 15.08 feet;
Thence westerly along a tangent curve concave southerly, having a radius of 2.00 feet, through an angle of 90°00'00", an arc length of 3.14 feet;
Thence S.29°37'42"W., a distance of 2.06 feet;
Thence southerly along a tangent curve concave easterly, having a radius of 2.00 feet, through an angle of 90°00'00," an arc length of 3.14 feet;
Thence S.60°22'18"E., a distance of 15.20 feet;
Thence S.29°37'42"W., a distance of 53.97 feet;
Thence N.60°22'18"W., a distance of 17.40 feet;
Thence westerly along a tangent curve concave southerly, having a radius of 2.00 feet, through an angle of 90°00'00", an arc length of 3.14 feet;
Thence S.29°37'42"W., a distance of 14.11 feet;
Thence N.60°23'58"W., a distance of 56.03 feet, to the northwesterly line of said Parcel 2;
Thence N.29°37'42"E. along said northwesterly line, a distance of 292.18 feet, to the most northerly comer of said Parcel 2, said comer being a point in the southwesterly line of said Mission Boulevard.
Thence S.58°39'15"E. along the northeasterly line of said Parcel 2, also being along said southwesterly line of Mission Boulevard, a distance of 79.91 feet, to the Point of Beginning.

PARCEL 2: APN 182-290-023

Parcel C of Notice of Lot Line Adjustment for the Smith Center and adjacent land, recorded July 30, 2001 as Instrument No. 2001-354646 of Official Records of Riverside County, California, and more particularly described as follows:

That portion of Parcel 1 of Parcel Map No. 4932, in the City of Jurupa Valley, County of Riverside, State of California, on file in Book 8 of Parcel Maps, Page 60 thereof, Records of Riverside County, California, described as follows:

COMMENCING at the most easterly corner of said Parcel 2 of said Parcel Map No. 4932, said corner being a point in the southwesterly line of Mission Boulevard as shown by said Parcel Map;
Thence S.29°37'42"W. along the southeasterly line of said Parcel 2, a distance of 150.68 feet;
Thence N.60°22'18"W., a distance of 4.55 feet;
Thence S.29°37'42"W., a distance of 62.94 feet;
Thence N.60°22'18"W., a distance of 15.08 feet;
Thence westerly along a tangent curve concave southerly, having a radius of 2.00 feet, through an angle of 90°00'00", an arc length of 3.14 feet;
Thence S.29°37'42"W., a distance of 2.06 feet;
Thence southerly along a tangent curve concave easterly, having a radius of 2.00 feet, through an angle of 90°00'00," an arc length of 3.14 feet;
Thence S.60°22'18"E., a distance of 15.20 feet;
Thence S.29°37'42"W.f a distance of 53.97 feet;
Thence N.60°22'18"W., a distance of 17.40 feet;
Thence westerly along a tangent curve concave southerly, having a radius of 2.00 feet, through an angle of 90°00'00", an arc length of 3.14 feet;
Thence S.29°37'42"W., a distance of 14.11 feet;
Thence N.60°23'58"W., a distance of 56.03 feet, to the northwesterly line of said Parcel 2, also being the southeasterly line of said Parcel 1, being the True POINT OF BEGINNING;
Thence continuing N.60°23'58"W., a distance of 118.01 feet;
Thence N.28°37'21"E a distance of 15.63 feet;
Thence northerly along a tangent curve concave westerly, having a radius of 2.00 feet, through an angle of 89°58'20", an arc length of 3.11 feet;
Thence N.60°22'18"W., a distance of 29.05 feet, to the northwesterly line of said Parcel 1;
Thence N.29°37'42"E. along said northwesterly line, a distance of 279.13 feet, to the most northerly corner of said Parcel 1, said corner being a point in the southwesterly line of said Mission Boulevard.
Thence S.58°39'15"E. along the northeasterly line of said Parcel 2, also being along said southwesterly line of Mission Boulevard, a distance of 149.40 feet, to the Point of Beginning.

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

PARCEL 1: APN 182-290-025

Parcel B of Notice of Lot Line Adjustment for the Smith Center and adjacent land, recorded July 30, 2001 as Instrument No. 2001-354646 of Official Records of Riverside County, California, and more particularly described as follows:

That portion of Parcel 2 of Parcel Map No. 4932, in the City of Jurupa Valley, County of Riverside, State of California, on file in Book 8 of Parcel Maps, Page 60 thereof, Records of Riverside County, California, described as follows:

BEGINNING at the most easterly comer of said Parcel 2, said corner being a point in the southwesterly line of Mission Boulevard as shown by said Parcel Map No. 4932;
Thence S.29°37'42"W. along the southeasterly line of said Parcel 2, a distance of 150.68 feet;
Thence N.60°22'18"W., a distance of 4.55 feet;
Thence S.29°37'42"W., a distance of 62.94 feet;
Thence N.60°22'18"W., a distance of 15.08 feet;
Thence westerly along a tangent curve concave southerly, having a radius of 2.00 feet, through an angle of 90°00'00", an arc length of 3.14 feet;
Thence S.29°37'42"W., a distance of 2.06 feet;
Thence southerly along a tangent curve concave easterly, having a radius of 2.00 feet, through an angle of 90°00'00," an arc length of 3.14 feet;
Thence S.60°22'18"E., a distance of 15.20 feet;
Thence S.29°37'42"W., a distance of 53.97 feet;
Thence N.60°22'18"W., a distance of 17.40 feet;
Thence westerly along a tangent curve concave southerly, having a radius of 2.00 feet, through an angle of 90°00'00", an arc length of 3.14 feet;
Thence S.29°37'42"W., a distance of 14.11 feet;
Thence N.60°23'58"W., a distance of 56.03 feet, to the northwesterly line of said Parcel 2;
Thence N.29°37'42"E. along said northwesterly line, a distance of 292.18 feet, to the most northerly comer of said Parcel 2, said comer being a point in the southwesterly line of said Mission Boulevard.
Thence S.58°39'15"E. along the northeasterly line of said Parcel 2, also being along said southwesterly line of Mission Boulevard, a distance of 79.91 feet, to the Point of Beginning.

PARCEL 2: APN 182-290-023

Parcel C of Notice of Lot Line Adjustment for the Smith Center and adjacent land, recorded July 30, 2001 as Instrument No. 2001-354646 of Official Records of Riverside County, California, and more particularly described as follows:

That portion of Parcel 1 of Parcel Map No. 4932, in the City of Jurupa Valley, County of Riverside, State of California, on file in Book 8 of Parcel Maps, Page 60 thereof, Records of Riverside County, California, described as follows:

COMMENCING at the most easterly corner of said Parcel 2 of said Parcel Map No. 4932, said corner being a point in the southwesterly line of Mission Boulevard as shown by said Parcel Map;
Thence S.29°37'42"W. along the southeasterly line of said Parcel 2, a distance of 150.68 feet;
Thence N.60°22'18"W., a distance of 4.55 feet;
Thence S.29°37'42"W., a distance of 62.94 feet;
Thence N.60°22'18"W., a distance of 15.08 feet;
Thence westerly along a tangent curve concave southerly, having a radius of 2.00 feet, through an angle of 90°00'00", an arc length of 3.14 feet;
Thence S.29°37'42"W., a distance of 2.06 feet;
Thence southerly along a tangent curve concave easterly, having a radius of 2.00 feet, through an angle of 90°00'00," an arc length of 3.14 feet;
Thence S.60°22'18"E., a distance of 15.20 feet;
Thence S.29°37'42"W.f a distance of 53.97 feet;
Thence N.60°22'18"W., a distance of 17.40 feet;
Thence westerly along a tangent curve concave southerly, having a radius of 2.00 feet, through an angle of 90°00'00", an arc length of 3.14 feet;
Thence S.29°37'42"W., a distance of 14.11 feet;
Thence N.60°23'58"W., a distance of 56.03 feet, to the northwesterly line of said Parcel 2, also being the southeasterly line of said Parcel 1, being the True POINT OF BEGINNING;
Thence continuing N.60°23'58"W., a distance of 118.01 feet;
Thence N.28°37'21"E a distance of 15.63 feet;
Thence northerly along a tangent curve concave westerly, having a radius of 2.00 feet, through an angle of 89°58'20", an arc length of 3.11 feet;
Thence N.60°22'18"W., a distance of 29.05 feet, to the northwesterly line of said Parcel 1;
Thence N.29°37'42"E. along said northwesterly line, a distance of 279.13 feet, to the most northerly corner of said Parcel 1, said corner being a point in the southwesterly line of said Mission Boulevard.
Thence S.58°39'15"E. along the northeasterly line of said Parcel 2, also being along said southwesterly line of Mission Boulevard, a distance of 149.40 feet, to the Point of Beginning.