

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



ITEM
3.10
(ID # 9090)

MEETING DATE:

Tuesday, February 26, 2019

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Ben Clark Public Safety Training Center, Riverside – Notice of Exemption from CEQA Guidelines; Approval of new Ground Lease with the Riverside Community College District, District 1 [Riverside Community College District 100%] (Clerk of the Board to File the Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Ground Lease is categorically exempt from the California Environmental Quality Act (CEQA) Guidelines, Section 15303 (c) New Construction or Conversion of Small Structures Exemption; Section 15314 Minor Addition to Schools Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061, 15303 and 15314;
2. Approve the attached Ground Lease between the County of Riverside and the Riverside Community College District, and authorize the Chairman of the Board to execute same on behalf of the County;

ACTION:Policy

Robert Field, Assistant County Executive Officer/ECD

2/8/2019


Matthew Aveling, Chief Sheriff's Dept.

2/11/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: February 26, 2019
xc: EDA, Recorder

Kecia Harper
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Assistant County Executive Officer/ECD to execute any related documents and/or perform any related ministerial acts associated with the Ground Lease;
4. Authorize the \$500,000 in reimbursement from the Riverside Community College District to County, to be allocated to the Economic Development Agency (EDA) for the Ben Clark Infrastructure Improvement costs; and
5. Direct the Clerk of the Board to file attached Notice of Exemption with the County Clerk for posting within five (5) days.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$1	\$1	\$500,000	\$1
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Riverside Community College District 100%			Budget Adjustment: No	
			For Fiscal Year: 2018/19- 2067/68	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County has owned and operated the property known as the Ben Clark Public Safety Training Center (BCTC) located at 16791 Davis Avenue, Riverside, consisting of approximately 375 acres, since 1999. The County's Sheriff's Department operates BCTC through various partnerships including Cal-Fire, Moreno Valley College and other related agencies. Through the management of BCTC operations and programs by the Sheriff's Department, these partnerships provide for training academies and education and programs in Law Enforcement, Fire Technology, and public safety instruction.

The Riverside Community College District (District) has been in partnership with the County of Riverside for public safety education training since 1952. Initially, this occurred at the Riverside City College and then eventually through the Moreno Valley campus which has also been providing educational programs at the BCTC. These educational programs provide coursework leading to certificates and college degrees. In 2010, the Board of Trustees and the County of Riverside Board of Supervisors entered into a Memorandum of Agreement (MOA) which sets forth a new proposed Educational Center at BCTC (Project).

The Project consists of two separate classroom facilities to be constructed in two separate phases and situated on approximately 3.41 acres of land south of 11th Street and west of Bundy Avenue

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at the BCTC. The Phase One Building consists of approximately 17,500 square feet and the Phase Two Building consists of approximately 39,200 square feet. The Ground Lease Agreement establishes the contractual agreement between the Parties for the land, and sets forth the parameters of the project and various Project approval procedures. The District will be responsible for the entitlement, planning, construction and operation of the facilities. In addition, the District will contribute \$500,000 to the County towards the infrastructure improvements for the facilities.

The District will obtain funding for the Project through a state bond, the funding and approval of which is anticipated occur by January 1, 2022.

The Project is expected to be completed by December 31, 2025.

The Ground Lease Agreement is summarized as follows:

Location:	South of 11 th Street and West of Bundy Avenue Ben Clark Public Safety Training Center (A County Owned Property)
Acreage:	Approximately 3.41 Acres, subject to survey
Lessee:	Riverside Community College District 3801 Market Street, Third Floor Riverside, CA 92501
Building Sizes:	Phase One, approximately 17,350 square feet Phase Two, approximately 39,200 square feet
Parking Spaces:	164 Parking Spaces
Term: Lease	Forty (49) Years, commencing on the Effective Date of the Ground Lease One Forty Nine (49) Year Option to renew
Consideration:	Services provided by the District for Public Safety Education; \$1.00 per year rental paid by the District to County
Utilities:	The District is responsible for installation costs and payment for all recurring utility expenses
Maintenance:	The District is responsible for all maintenance and custodial services to the facilities

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On-Site & Off-Site	The District is responsible to entitle, plan, construct, and maintain the Improvements facilities during the lease term
Infrastructure Contribution:	The District is to pay \$500,000 to County, for District's share of infrastructure, within thirty (36) months of the Effective Date.

Impact on Residents and Businesses

The development and operation of these facilities to educate and train students and candidates for public safety purposes will have a direct, positive impact on the knowledge and skills of future public safety employees and will provide a valuable impact to the community and the public at large.

Additional Fiscal Information

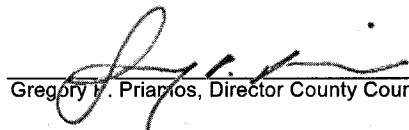
The Ground Lease provides land for use by the District and the District will entitle, plan and construct the facilities at their sole cost and expense. There is no additional cost the County.

Attachments:

- Ground Lease
- Aerial
- Notice of Exemption

SG:ra/012312/119FM/14.433


Rakini Dasika, Principal Management Analyst 2/19/2019


Gregory P. Priamos, Director County Counsel 2/11/2019

RCCD Ground Lease

Ben Clark Training Center



Legend
 City Areas



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

REPORT PRINTED ON... 2/7/2019 8:53:05 AM

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Notes
 APN294110005
 20694 11th Street, South of Van Buren,
 Riverside, CA



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

2/26/19
Date

KB
Initial

NOTICE OF EXEMPTION

January 23, 2019

Project Name: County of Riverside, Ben Clark Training Center Riverside Community College Classroom Training Project

Project Number: FM0473462013200

Project Location: Ben Clark Training Center, 20694 11th Street, south of Van Buren Boulevard, Assessor's Parcel Number (APN) 294-110-005, Riverside County, California, 92518

Description of Project: The County of Riverside (County) proposed to enter into a license agreement with the Riverside Community College District (RCCD) for the installation and operation of a pre-manufactured modular building for use as a training classroom for County Sheriff's Department (Sheriff). The proposed building would be located at 20694 11th Street on the Ben Clark Training Center site adjacent to existing modular buildings used by the Sheriff as part of an existing training program. The modular training facility would consist of 4,793 square feet of classroom training space in a single-story building. The building would simulate the interior of an existing detention facility and would include an intake and booking area., an entry corridor, a day room, a control pod, a fire room, a shower, an open dorm/recreation area, a control center, and seven additional holding/cell rooms. The site of the building is already graded and disturbed and the building would utilize the existing sidewalks/hardscape and other site improvements already existing on site. The new building would provide additional training amenities for the existing Sheriff training program and would not result in additional staff or trainees that would increase capacity or the intensity of use of the facility. The license agreement with RCCD for the construction and operation of a modular facility for the existing Sheriff training program is identified as the project under the California Environmental Quality Act (CEQA). No direct or indirect physical environmental impacts are anticipated from execution of the license agreement, the new facility and provision of additional Sheriff training amenities.

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

Name of Person or Agency Carrying Out Project: County Economic Development Agency and RCCD

Exempt Status: State California Environmental Quality Act (CEQA) Guidelines, Section 15303 (c) New Construction or Conversion of Small Structures Exemption; Section 15314 Minor Addition to Schools Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061, 15303 and 15314.

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project include unusual circumstances which could have the possibility of having a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the execution of the license agreement and provision of educational training services for the Sheriff's Department at the Ben Clark Training Facility.

FEB 26 2019 3.10

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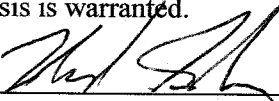
Economic Development
Edward-Dean Museum
Environmental Planning
Fair & National Date Festival
Foreign Trade
Graffiti Abatement

Parking
Project Management
Purchasing Group
Real Property
Redevelopment Agency
Workforce Development

- Section 15303 (c) –New Construction or Conversion of Small Structures:** This Class 3 exemption includes the construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure, including but not limited to (c) a store, motel, office, restaurant, or similar structure not involving the use of significant amounts of hazardous substances, and applies to up to four such commercial buildings not exceeding 10,000 square feet in floor area on sites zoned for such use if not involving the use of significant amounts of hazardous substances where all necessary public services and facilities are available and the surrounding area is not environmentally sensitive. The new modular building would consist of a training classroom facility located within the Ben Clark Training Facility which is an area where all public services and facilities are available to allow for maximum development permissible in the General Plan. The increase in size is 4,050 square feet, which is less than the 10,000 square-foot threshold within this exemption. The proposed classroom site is surrounded by additional modular facilities, located within the limits of the Riverside urbanized area, on County-owned land and is not adjacent to environmentally sensitive land. The proposed classroom training facility would be within the existing Ben Clark Training Center and would be consistent with the existing land use. No additional student capacity would be created by the project, as the project would be limited to the provision of additional training amenities for an existing Sheriff training program. The existing Ben Clark Training Center has all of the necessary services available to students, and the project, as proposed, is a minor addition to the existing Sheriff training program to improve and provide the appropriate level of educational services and would be accommodated by the existing utilities, without a need to expand or increase the capacity of existing infrastructure. The proposed building will be located on previously developed land within the Ben Clark Training Center, and would not substantially increase or expand the use of the existing Sheriff's training program, and is limited to the continued use of the site in a similar capacity; therefore, the project is exempt as the project meets the scope and intent of the Categorical Exemption identified in Section 15303, Article 19, Categorical Exemptions of the CEQA Guidelines.
- Section 15314 (e)(2) –Minor Additions to Schools:** This Class 14 categorical exemption includes the minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25 percent or ten classrooms, whichever is less. The addition of portable classrooms is included in this exemption. The Ben Clark Public Safety Training Center is a comprehensive, integrated training center for law enforcement, fire, custody, and emergency medical practitioners through cooperative and integrative training. In 1952, the Board of Education approved a plan to have a Law Officers Training School which led RCCD to creating the Riverside County Sheriff's Training Facility, which has subsequently moved to the Ben Clark Training Facility site. The RCCD operates the program as part of the Moreno Valley College, which was accredited as the 111th college in California in January of 2010. The proposed modular classroom training facility is a pre-manufactured building which would qualify as a portable classroom within the Moreno Valley College, in which the RCCD operates an existing school program at the Ben Clark Training Facility. The execution of the license agreement would provide a new pre-fabricated facility that would be a minor addition as it consists only of one classroom training facility and would not increase student capacity, as it would be limited to the provision of additional training amenities for the existing Sheriff training program. Therefore, the project is exempt as it meets the scope and intent of the Categorical Exemption identified in Section 15314, Article 19, Categorical Exemptions of the CEQA Guidelines.
- Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68.

The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed execution of the license agreement and provision of a new modular facility to provide Sheriff training educational services will not result in any direct or indirect physical environmental impacts. The additional 4,793 square feet of modular space would require limited internal construction activity within the Ben Clark Training Facility, but would not alter the function or use of the site or have any external physical effects. The site of the modular building is located within an already developed education training campus, and is surrounded by existing training facilities, on a site that is secured and owned by the County. The site for the modular building has been previously disturbed and is vacant, and would not involve the demolition of any existing buildings or structures. The nearest off-site sensitive receptors to the proposed project site are located more than 2,000 feet away and there are intervening buildings that would block the line of sight, eliminating any potential noise or visual effects. Due to the small footprint of the project, construction activity would be limited to one or two pieces of equipment, would involve minor disturbance to land at a depth less than two feet and consisting of less than 0.2 acres. Construction would not require the import or export of soil. No additional significant effects to hazards, land use, soil, air and water quality, or biological and cultural resources would occur during construction or operation. The existing utilities and infrastructure at the Ben Clark Training Center would be able to accommodate the new modular building providing training services and no expansion of infrastructure would be required. The Sheriff training services would be provided to existing students and would not result in an increase in capacity of the Sheriff training program. The use and operation of the training classroom facility provided at the Ben Clark Training Center will be substantially similar to the existing use and will not create any new environmental impacts. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

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

Signed:  Date: 1/23/19

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

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Ben Clark Training Center RCC Classroom Project

Accounting String: 524830-47220-7200400000- FM0473462013200

DATE: January 23, 2019

AGENCY: Riverside County Economic Development Agency

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

NUMBER OF DOCUMENTS INCLUDED: One (1)

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

Signature: 

PRESENTED BY: Steven Gilbert, Development Manager, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: January 23, 2019

To: Mary Ann Meyer, Office of the County Clerk

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

Subject: **County of Riverside Economic Development Agency Project # FM0473462013200**
Ben Clark Training Center Classroom Training Project

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

After posting, please return the document to:

Mail Stop #1330

Attention: Mike Sullivan, Senior Environmental Planner,

Economic Development Agency,

3403 10th Street, Suite 400, Riverside, CA 92501

If you have any questions, please contact Mike Sullivan at 955-8009 or email at msullivan@rivco.org.

Attachment

cc: file

GROUND LEASE

Riverside Community College District (Ben Clark Public Safety Training Center, Riverside County, California)

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	Final Depiction of Property (to be incorporated by amendment)	Exhibit "A-1"
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	Quitclaim Deed from Air Force	Exhibit "B"
	Memorandum of Agreement	Exhibit "C"
	Preliminary Title Report	Exhibit "D"
	Performance Measures	Exhibit "E"

1 **GROUND LEASE**

2 (Ben Clark Public Safety Training Center, Riverside County, California)

3
4 THIS GROUND LEASE, ("Lease"), is made as of the _____ day of _____, 2019,
5 (the "Effective Date") by and between the County of Riverside, a political subdivision of
6 the State of California, as Lessor, ("County"), and the Riverside Community College
7 District, a political subdivision of the State of California, as Lessee, ("District" or
8 "Lessee"). The County and District may sometimes collectively be referred to as the
9 "Parties."

10 WHEREAS, County is the owner of record of that certain real property, located,
11 in the unincorporated area of Riverside County, State of California, consisting of
12 approximately 3.41 acres, as described and shown in Exhibit "A," attached hereto and
13 by this reference incorporated herein; and,

14 WHEREAS, the real property was formerly part of March Air Force Base and the
15 conveyance, by Quitclaim Deed dated December 21, 1999, as shown on Exhibit "B,"
16 attached hereto and by this reference incorporated herein, to the County from the United
17 States of America, acting by and through the Secretary of the Air Force, and was made
18 through a federal land transfer provision known as a Public Benefit Conveyance, for the
19 purposes of operating and developing a public safety training center, now commonly
20 referred to as the Ben Clark Public Safety Training Center ("BCTC"); and,

21 WHEREAS, the District, through its Moreno Valley College ("College"), which is
22 an open admissions college, is the education partner for public safety education training
23 center since 1953, in partnership with the County of Riverside, on behalf of the Sheriff's
24 Department and Fire Department, providing public safety training for law enforcement
25 and fire technology programs; and,

26 WHEREAS, the County has developed a master plan for the program,
27 development and operation of the Ben Clark Public Safety Training Center; and,

28 WHEREAS, the Parties have entered into that certain Memorandum of

1 Agreement dated September 28, 2010, provided as Exhibit "C," attached hereto and by
2 this reference incorporated herein, whereby the parties memorialized their intent to
3 facilitate the establishment of BCTC as an public safety education center to the College
4 and to develop facilities to house the educational services and required operations of the
5 College; and,

6 WHEREAS, the District desires to lease a portion of BCTC to secure a leasehold
7 interest in that portion of the real property at BCTC to be eligible to receive state and
8 local funding to construct a training facility that will support the educational mission of
9 the College as partner in BCTC as a public safety training center.

10 NOW THEREFORE, for good and valuable consideration, the receipt and
11 adequacy of which are hereby acknowledged, the County and District hereby agree as
12 follows:

13 1. **Property Description.** The County leases to the District, and District
14 leases from the County, the property described below upon the terms, covenants and
15 conditions set forth in this Lease. The real property hereby leased consists of that certain
16 portion of land located at the Ben Clark Public Safety Training Center, East of Davis
17 Avenue and North of Larry Parrish Parkway in the unincorporated area of the County of
18 Riverside, California, ("Property"), consisting of approximately 3.41 acres, as
19 preliminarily depicted in Exhibit "A," attached hereto and incorporated herein by
20 reference. The attached Exhibit "A" is a preliminary initial depiction of the Property. Prior
21 to June 30, 2020, District agrees to complete a survey and provide a final legal
22 description and parcel map for the Property, setting forth the precise acreage and
23 boundaries of the Property, which shall be incorporated into this Lease as Exhibit "A-1"
24 by written amendment signed by the Parties.

25 2. **Use.**

26 (a) The Property is hereby leased for the exclusive purpose of
27 constructing, maintaining, and operating a law enforcement and emergency
28 management response educational facility of approximately seventeen thousand three

1 hundred fifty (17,350) square feet, plus an adjacent parking lot of approximately 164
2 parking spaces, collectively consisting of approximately 1.69 acres, for public safety
3 training purposes, all herein defined as the "Phase One Project" and as preliminarily
4 shown on the site plan in Exhibit "A-2", attached hereto and incorporated herein by
5 reference, together with all roads, rights of way and easements and appurtenances,
6 whether public or private, reasonably required for the use contemplated by the Parties.
7 Prior to June 30, 2020, District agrees to provide a final site plan for the Phase One
8 Project, which shall be incorporated into this Lease as a revised Exhibit "A-2" by written
9 amendment signed by the Parties.

10 As part of the Phase One Project, the Parties agree that County shall have the
11 right but not the obligation to relocate said parking lot of the Phase One Project to the
12 north side of 11th Street at any time during the term of this Lease at County's discretion
13 and at County's sole cost and expense. In such event, District shall complete a survey
14 and provide a parcel map and legal description of the Property, setting forth the revised
15 acreage and boundaries of the Property, and a revised site plan of the Phase One
16 Project, with the relocated parking lot, both which shall be respectively incorporated into
17 this Lease, by written amendment signed by the Parties, as revised Exhibits "A-1" and
18 "A-2".

19 (b) The Property shall not be used for any other purpose without first
20 obtaining the written consent of County, which consent shall be at the absolute discretion
21 of County as determined by its Board of Supervisors.

22 (c) The County may elect to allow the District to plan and construct a
23 second phase on the Property, the "Phase Two Project", consisting of an approximately
24 39,200 square foot law enforcement and emergency management response educational
25 facility and also parking facilities for said facility. The proposed location for the Phase
26 Two Project is preliminarily shown on the attached Exhibit "A-2" and consists of
27 approximately 1.72 acres. In the event the County elects to allow the District to plan and
28 construct the Phase Two Project, County's formal approval of the same will be contingent

1 upon the Parties' agreement to the Phase Two Project's location and scope of work and
2 a written amendment to the Lease signed by the Parties. In such event, District shall
3 complete a survey and provide a parcel map and legal description of the Property, if
4 necessary, setting forth the revised acreage and boundaries of the Property, and a
5 revised site plan showing both the Phase One Project and Phase Two Project, which
6 shall be respectively incorporated into this Lease, by written amendment signed by the
7 Parties, as revised Exhibits "A-1" and "A-2". The Phase One Project and Phase Two
8 Project shall collectively be referred to herein as the "Project."

9 (d) The courses, training, and programs offered on the Property at the
10 Phase One Project (and Phase Two Project, if applicable) shall be strictly limited to
11 emergency medical services, fire technology, or law enforcement courses, training, and
12 programs. General education courses shall not be permitted on the Property.
13 Additionally, any administrative or student services provided on the Property at the
14 Phase One Project (and Phase Two Project, if applicable) shall be strictly limited to
15 students who are enrolled in the emergency medical services, fire technology, or law
16 enforcement programs of the College.

17 **3. Term.**

18 (a) The term of this Lease shall be for a period of forty-nine (49) years,
19 commencing on the "Effective Date" of this Lease, and expiring at the end of the last day
20 of the forty-ninth (49th) year ("Initial Term").

21 (b) Option to Extend. County grants District one forty-nine (49) year
22 option to renew the Lease ("Option to Extend") provided Lessee submits notice in writing
23 to County, together with the prepaid rent set forth in Section 5, at least six (6) months
24 prior to the expiration date of the Initial Term of this Lease.

25 (c) Any holding over by Lessee after the expiration of the term of this
26 Lease shall be on a month to month basis strictly, and continuing tenancy rights shall not
27 accrue to Lessee. During any such hold over period, Lessee shall be bound by all terms
28 and conditions of this Lease.

1 **4. Rent.**

2 The Rent for the Property for the term of the Lease shall be one (\$1.00)
3 per year and shall be prepaid by District in the amount of forty-nine dollars (\$49.00) upon
4 execution of the Lease by County.

5 **5. Option Rent.** In the event District exercises the Option to Extend pursuant
6 to Section 3(b), rent for the extended option period shall be prepaid by District together
7 with the written notice required in Section 3(b) at a rate of \$1.00 a year for each year of
8 the extended option period.

9 **6. Required Performance Measures.** The Parties hereby agree to complete
10 the Performance Measures as set forth in Exhibit "E" attached hereto and incorporated
11 herein by reference.

12 **7. Title.**

13 (a) The County represents and warrants that the leasehold interest in
14 the Property shall be subject only to those exceptions as set forth in the preliminary title
15 report ("Preliminary Title Report") attached hereto as Exhibit "D" and by this reference
16 made a part of this Lease. Said leasehold interest shall be insured by a title insurance
17 company acceptable to County and District, and the cost of a policy of title insurance
18 shall be paid by District.

19 (b) In the event County cannot deliver an insurable leasehold interest
20 as set forth in Section 7(a) above, this Lease may be terminated at the option of District.
21 Notification by District to terminate this Lease shall be in writing.

22 **8. On-Site Improvements.**

23 (a) District, at its expense, shall construct, or cause to be constructed,
24 upon the Property, the Project as herein defined, including landscaping, roadways,
25 walkways, and utility improvements. Subject to the provisions of Sections 6 and 17
26 herein, construction of the Project shall commence within a reasonable period of time
27 after the District has obtained the required approvals from all governmental and
28 regulatory agencies, including the Permits. District shall diligently pursue the completion

1 of the construction of the Phase One Project and Phase Two Project within a reasonable
2 period following commencement of construction of each project. No less than ten (10)
3 days before beginning construction of each project, District shall give County written
4 notice thereof so that County can post a Notice of Non-Responsibility.

5 (b) The Project shall be of a permanent, built-on-site construction. All
6 site plans, landscape plans, building elevations, building materials and colors, sign plans
7 and all other plans and specifications related to the construction of the Phase One
8 Project and Phase Two Project shall be submitted to the Riverside County Economic
9 Development Agency ("EDA") Project Management Office prior to commencement of
10 any construction activities for review and approval by the County. Any comments shall
11 be submitted by County to the District in writing.

12 (c) Within thirty (30) days following the completion of the Phase One
13 Project or Phase Two Project, as applicable, and any other improvements on the
14 Property, District shall submit to County EDA (1) a complete set of "As-Built" drawings
15 showing every detail, latent or otherwise, of such improvements, alterations and fixtures,
16 including, but not limited to, electrical circuitry and plumbing; and (2) copies of lien
17 waivers from all contractors, subcontractors, suppliers and materialmen involved in
18 construction of the respective project.

19 (d) Title to all buildings, structures and improvements that now, or may
20 from time to time constitute a part of the Project, including all carpets, draperies,
21 partitions, machinery, equipment and fixtures that are now, or may from time to time be,
22 used, or intended to be used in connection with the Project shall be and remain with
23 District until the expiration or termination of this Lease. Upon expiration or termination
24 of the Lease, title to all such property, buildings, structures and interior/exterior
25 improvements and all machinery, equipment and fixtures shall pass to and vest in County
26 without cost or charge to it. District agrees to execute any and all documents as may be
27 necessary or proper in order to complete said passing and vesting of title to County.

28

1 (e) District shall have the right at any time and from time to time during
2 the term of this Lease to make such improvements to the Property and such changes
3 and alterations, structural or otherwise, to any buildings, improvements, fixtures and
4 equipment now or hereafter located on the Property as District shall deem necessary or
5 desirable. In this event, District shall submit plans and specifications to EDA for review
6 and comment prior to commencing any work.

7 (f) The Parties acknowledge and agree that a modular building(s) and
8 improvements currently exist at the Property, which will require removal prior to
9 commencement of any work on the Property. Said removal shall be at District's sole
10 cost and expense and completed at least ninety (90) days prior to District's
11 commencement of work for the Phase One Project or the Phase Two Project, as
12 applicable.

13 **9. Off-Site Improvements.**

14 (a) It is understood by the parties hereto that sewer, water, telephone,
15 gas and electrical utilities are available nearby the Property, but they do not reach the
16 Property. Therefore, in order for the on-site improvements required in Section 8 herein
17 to be fully usable and operational, District, at its expense, shall extend and/or connect or
18 cause to be extended and/or connected, to such on-site improvements such utility
19 service facilities that may be required or desired by District in the use, operation and
20 maintenance of such on-site improvements. After such extensions and/or connections
21 have been made, District shall be responsible for payment for the use of such utility
22 services, and where possible, said utilities shall be separately metered.

23 (b) The off-site improvements referred to in Section 9(a) above shall be
24 completed prior to or at the same time the on-site improvements are completed as
25 provided in Section 8 herein.

26 (c) Parties may elect to revise the provisions of this section and provide
27 and incorporate the changes into an Operating Agreement.

28

1 (d) District shall pay five hundred thousand dollars (\$500,000) to
2 County towards District's share of the overall Ben Clark Public Safety Training Center
3 infrastructure costs within thirty six (36) months of execution of this Lease.

4 **10. Right of Access.** District shall have right of access to the Property over
5 the non-public dedicated roadways adjacent to the Property for the purpose of
6 completing the onsite and offsite improvements and to operate the Project during the
7 term of this Lease.

8 **11. Cooperation.**

9 (a) County shall cooperate with District and otherwise exercise its best
10 efforts to assist Lessee in expediting the processing of on-site and off-site improvements
11 to be constructed upon, within or in connection with the Property. Notwithstanding
12 anything to the contrary contained herein, nothing in this Lease shall be deemed to
13 constitute a waiver by County of its police powers. District acknowledges and agrees that
14 it must comply with all government laws and regulations affecting development to the
15 Property.

16 (b) Any easements required by third parties for utilities to serve the
17 Property shall be submitted to County, in writing, for its approval, which approval shall
18 not be unreasonably withheld. Any and all costs associated with the preparation and
19 recordation of any such easements required by third parties shall be borne solely by
20 District.

21 **12. County's Reserved Rights.** The Property is accepted by District subject
22 to those existing easements or other encumbrances or other matters of record described
23 in the Preliminary Title Report, and County shall have the right to enter upon the Property
24 and to install, lay, construct, maintain, repair and operate such sanitary sewers, drains,
25 storm water sewers, pipelines, manholes, connections, water, oil and gas pipelines, and
26 telephone and telegraph power lines and such other facilities and appurtenances
27 necessary or convenient to use in connection therewith, over, in, upon, through, across
28 and along the Property or any part thereof. County also reserves the right to grant

1 franchises, easements, rights of way and permits in, over and upon, underground, along
2 or across any and all portions of said Property as County may elect; provided, however,
3 that no right of the County provided for in this Section shall be so executed as to interfere
4 unreasonably with District's rights and use hereunder. County shall cause the surface
5 of the Property to be restored to its original condition (as it existed prior to any such entry)
6 upon the completion of any construction by County or its agents. Any right of County set
7 forth in this Section shall not be exercised unless a prior written notice of thirty (30) days
8 is given to District: provided, however, in the event such right must be exercised by
9 reason of emergency, then County shall give Lessee such notice in writing as is
10 reasonable under the existing circumstances. Notwithstanding anything to the contrary
11 contained herein, County agrees that all sanitary sewers, storm drains, pipelines,
12 manholes, water and gas mains, electric power lines, transformers and conduits, cabling,
13 telephone lines and other communications equipment and facilities utilized in connection
14 with utility services (collectively "Utility Lines") to be located at or on the Property shall
15 be placed underground and in a manner which does not interfere with the Project or its
16 use. Any easement, license, right-of-way, permit or other agreement entered into by the
17 County pursuant to this Section 12, including but not limited to the installation, operation,
18 maintenance, repair and replacement of Utility Lines, shall require the easement holder
19 to maintain the easement and equipment located therein at its sole cost. County agrees
20 to use best efforts to minimize any interference to Lessee's business caused by County's
21 exercise of its rights hereunder.

22 **13. Maintenance.** District shall, during the term of this Lease, at its own cost
23 and expense and without any cost or expense to County, keep and maintain all buildings
24 and improvements now or hereafter located on the Property, and all appurtenances
25 thereto, in good and neat order and repair and shall allow no nuisances to exist or be
26 maintained therein. District shall likewise keep and maintain the grounds, sidewalks,
27 roads and parking, and landscaped areas in good and neat order and repair. County
28 shall not be obligated to make any repairs, replacements or renewals of any kind, nature

1 or description whatsoever to the Property or any buildings or improvements now or
2 hereafter located thereon, and District hereby expressly waives all right to make repairs
3 at County's expense under sections 1941 and 1942 of the California Civil Code, or any
4 amendments thereof. District shall comply with and abide by all federal, state, county,
5 municipal and other governmental statutes, ordinances, laws and regulations affecting
6 the Property, all buildings and improvements now or hereafter located thereon, or any
7 activity or condition on or in the Property. District agrees that it will not commit or permit
8 waste upon the Property other than to the extent necessary for the purpose of
9 constructing and erecting thereon other improvements.

10 **14. Inspection of Property.** County, through its duly authorized agents, shall
11 have, at any time during normal business hours, the right to enter the Property for the
12 purpose of inspecting, monitoring and evaluating the obligations of District hereunder
13 and for the purpose of doing any and all things which it is obligated and has a right to do
14 under this Lease. County shall provide District with a 24 hour notice prior to inspection
15 of Property.

16 **15. Quiet Enjoyment.** District shall have, hold and quietly enjoy the use of the
17 Property so long as it shall fully and faithfully perform the terms and conditions that it is
18 required to do under this Lease.

19 **16. Compliance With Government Regulations.** District shall, at District's
20 sole cost and expense, comply with the requirements of all local, state and federal
21 statutes, regulations, rules, ordinances and orders now in force or which may be
22 hereafter in force, pertaining to the Property. The District shall be responsible to comply
23 and provide a full CEQA review once the actual Phase One Project location and
24 construction parameters are established. In addition, the District will be responsible to
25 submit the necessary CEQA documentation to the County prior to construction and
26 operation of the Phase One Project. The requirements in this Section 16 shall also apply
27 to the Phase Two Project.
28

1 **17. Termination by County.** County shall have the right to terminate this
2 Lease:

3 (a) In the event District has not completed the planning and construction
4 of the Phase One Project, and has not occupied the Phase One building by August 30,
5 2023; provided, however, that District and County may extend said date by amending this
6 Lease in writing signed by both parties.

7 (b) In the event District commences any voluntary proceeding under the
8 bankruptcy laws of the United States, or District fails to terminate any involuntary
9 proceeding under said bankruptcy laws within ninety (90) days from the commencement
10 thereof.

11 (c) In the event that District makes a general assignment, or District's
12 interest hereunder is assigned involuntarily or by operation of law, for the benefit of
13 creditors.

14 (d) In the event District fails or refuses to perform, keep or observe any
15 of District's duties or obligations hereunder; provided, however, that District shall have
16 thirty (30) days in which to correct District's breach or default after written notice thereof
17 has been served on District by County, unless the nature of the default or breach is such
18 that more than thirty (30) days are required. District shall have such additional time as
19 is reasonably required to cure said default or breach, provided District's efforts to cure
20 the default or breach have commenced within the thirty (30) day period and the cure is
21 diligently completed by District.

22 **18. Termination by District.** In addition to its rights to terminate elsewhere in
23 this Lease, District shall have the right to terminate this Lease in the event County fails
24 to perform, keep or observe any of its duties or obligations hereunder; provided,
25 however, that County shall have thirty (30) days in which to correct its breach or default
26 after written notice thereof has been served on it by District; provided, however, if the
27 breach or default is of a nature that requires more than thirty (30) days to correct, such
28 efforts as are necessary to make such corrections shall begin within said thirty (30) day

1 period and shall be diligently prosecuted to completion thereafter; provided further,
2 however, that if after thirty (30) days County fails to correct or commence to correct such
3 breach, District shall have the option to correct the default and County shall reimburse
4 District for any related costs. If any breach or default is not corrected after the time set
5 forth herein, District may elect to terminate this Lease in its entirety or as to any portion
6 of the Property affected thereby.

7 **19. Limitations on Termination.** Notwithstanding anything to the contrary
8 contained in this Lease, County agrees that if District shall be in default under this Lease,
9 except as to any default pursuant to Sections 17(a) and 17(b), the County will not
10 exercise any right of termination without first providing District and any encumbrancers
11 (described in Section 25 below) with written notice of any default and an opportunity to
12 cure such default. Any such cure shall be completed within thirty (30) days of the date of
13 County's notice of such default; provided, however, that if the breach is of a nature that
14 requires more than thirty (30) days to cure, such cure shall begin within said thirty (30)
15 day period and shall be diligently prosecuted to completion thereafter. If any default
16 remains uncured after the time set forth herein, County may exercise any and all rights
17 or remedies at law or in equity, including, but not limited to:

18 (a) The right, without terminating this Lease or relieving District of any
19 obligations hereunder, and with process of law, to re-enter the Property, Phase One
20 Project and/or Phase Two Project, as applicable, and take possession thereof, remove
21 all persons therefrom, other than those present under existing subleases, and occupy or
22 lease the whole or any part thereof for and upon terms and conditions and for such rent
23 as County may deem proper, and to collect said rent or any other rent that may thereafter
24 become due and payable. District agrees to reimburse County for any reletting costs and
25 expenses County may incur by reason thereof. Should County relet the Property and/or
26 any part of the Project under the provisions of this Section, it may execute any such
27 lease either in its own name or in the name of the District, but the District hereunder shall
28 have no right or authority whatsoever to collect any rent from such tenant. The proceeds

1 of any such reletting shall be first applied to the payment of the costs and expenses of
2 reletting the Property and/or any part of Project, including alterations and repairs which
3 County, in its sole discretion, deems reasonably necessary and advisable and
4 reasonable attorneys' fees incurred by County in connection with the retaking of the said
5 Property and/or any part of Project and such reletting and, second, to the payment of
6 any indebtedness, other than rent, due hereunder owing from District to County. County
7 shall not be deemed to have terminated this Lease, the District's right to possession of
8 the leasehold or the liability of the District to pay rent thereafter to accrue, or District's
9 liability for damages under any of the provisions hereof by any such re-entry or by any
10 action in unlawful detainer or otherwise to obtain possession of the Property and/or any
11 part of Project, unless County shall have notified District in writing that it has so elected
12 to terminate this Lease. District covenants that the service by County of any notice
13 pursuant to the unlawful detainer statutes of the State of California and the surrender of
14 possession pursuant to such notice shall not (unless County elects to the contrary at the
15 time of or at any time subsequent to the service of such notice and such election is
16 evidenced by a written notice to District) be deemed to be a termination of this Lease or
17 of the District's right to possession thereof. Nothing herein contained shall be construed
18 as obligating County to relet the whole or any part of the Property and/or any part of
19 Project. In the event of any entry or taking possession of the Property and/or any part
20 of Project as aforesaid, County shall have the right, but not the obligation, to remove
21 therefrom all or any part of the personal property located therein and may place the same
22 in storage at a public warehouse at the expense and risk of the owner or owners thereof.
23 County shall not, by any re-entry or other act, be deemed to have accepted any surrender
24 by District of the Property and/or any part of Project or District's interest therein, or be
25 deemed to have otherwise terminated this Lease, or to have relieved District of any
26 obligation hereunder, unless County shall have given District express written notice of
27 County's election to do so as set forth herein; or

28

1 (b) The right to terminate District's right to possession of the Property
2 by any lawful means, in which case this Lease shall terminate and District shall
3 immediately surrender possession of the Property to County. In such event, County shall
4 be entitled to recover from District, in addition to any other obligation which has accrued
5 prior to the date of termination:

6 (i) The worth at the time of award of the unpaid rent which had
7 been earned at the time of termination;

8 (ii) The worth at the time of award of the amount by which the
9 unpaid rent which would have been earned after termination until the time of award
10 exceeds the amount of such rental loss that District proves could have been reasonably
11 avoided;

12 (iii) The worth at the time of award of the amount by which the
13 unpaid rent for the balance of the term after the time of award exceeds the amount of
14 such rental loss that District proves could be reasonably avoided; and

15 (iv) Any other amount necessary to compensate County for all
16 the detriment proximately caused by Lessee's failure to perform its obligations under this
17 Lease or which in the ordinary course of things would be likely to result therefrom,
18 including, but not limited to, the cost of recovering possession of the Property; real estate
19 brokerage commissions and other expenses of reletting, including necessary renovation
20 and alteration of the Property, reasonable attorneys' fees and any other reasonable
21 costs.

22 The "worth at the time of award" of the amounts referred to in
23 subsections (i) and (ii) above shall be computed by allowing interest thereon at eight per
24 cent (8%) per annum. The "worth at the time of award" of the amount referred to in
25 subsection (iii) above shall be computed by discounting such amount at one (1)
26 percentage point above the discount rate of the Federal Reserve Bank of San Francisco
27 at the time of award; or
28

1 (c) Pursue any other remedy now or hereafter available to County
2 under the laws or judicial decisions of the State of California, including, without limitation,
3 the remedy provided in California Civil Code, Section 1951.4, and laws amendatory to
4 said section, to continue this Lease in effect.

5 (d) County shall be under no obligation to observe or perform any
6 covenant of this Lease on its part to be observed or performed which accrues after the
7 date of any default by District hereunder. In any action of unlawful detainer commenced
8 by County against District by reason of any default hereunder, the reasonable rental
9 value of the Property for the period of the unlawful detainer shall be deemed to be the
10 amount of rent and other sums required to be paid hereunder for the same period.
11 District hereby waives any right of redemption or relief from forfeiture under Sections
12 1174 or 1179 of the California Civil Code of Civil Procedure, or under any other present
13 or future law, in the event District is evicted or County takes possession of the Property
14 by reason of any default by District hereunder. The various rights and remedies reserved
15 to County herein, including those not specifically described herein, shall be cumulative,
16 and, except as otherwise provided by California law in force and effect at the time of the
17 execution hereof, County may pursue any or all of such rights and remedies, whether at
18 the same time or otherwise.

19 (e) No delay or omission of County to exercise any right or remedy shall
20 be construed as a waiver of any such right or remedy or of any default by District
21 hereunder.

22 (f) The subsequent acceptance of rent hereunder by County shall not
23 be deemed to be a waiver of any preceding breach by District of any term, covenant or
24 condition of this Lease, other than the failure of District to pay the particular rental so
25 accepted, regardless of County's knowledge of such pre-existing breach at the time of
26 acceptance of such rent.

27 **20. Eminent Domain.** If any portion of the Property shall be taken by eminent
28 domain and a portion thereof remains which is usable by District for any of the purposes

1 set forth in Section 2 herein, this Lease shall, as to the part taken, terminate as of the
2 date title shall vest in the condemnor, or that date prejudgment possession is obtained
3 through a court of competent jurisdiction, whichever is earlier, and the rent payable
4 hereunder shall abate pro rata as to the part taken; provided, however, in such event
5 County reserves the right to terminate this Lease as of the date when title to the part
6 taken vests in the condemnor or as of such date of prejudgment possession. If all of the
7 Property is taken by eminent domain or such part be taken so that the remaining Property
8 or any portion thereof are rendered unusable for the purposes set forth in Section 2
9 herein, then at the election of District, this Lease, or the Lease as to that portion of the
10 remaining Property rendered unusable, shall terminate. If a part or all of the Property be
11 so taken, the compensation awarded upon such taking shall be paid to the parties hereto
12 in accordance with the values attributable to their respective interests in such eminent
13 domain proceedings.

14 **21. Insurance.** Without limiting or diminishing the District's obligation to
15 indemnify or hold the County harmless, District shall procure and maintain or cause to
16 be maintained, at its sole cost and expense, the following insurance coverages during
17 the term of this Lease. As respects to the insurance section only, the "County" herein
18 refers to the County of Riverside, its Agencies, Districts, Special Districts, and
19 Departments, their respective directors, officers, Board of Supervisors, employees,
20 elected or appointed officials, agents or representatives as Additional Insureds.

21 (a) Workers' Compensation. Procure and maintain Workers'
22 Compensation Insurance, in full compliance with the Workers' Compensation and
23 Occupational Disease Laws of all authorities having jurisdiction over the Property. Such
24 policy shall include Employer's Liability and Occupational Disease coverage, with limits
25 not less than One Million Dollars (\$1,000,000) per person per accident. Policy shall
26 provide a waiver of subrogation in favor of the County.

27 (b) Commercial General Liability Insurance: Procure and maintain
28 comprehensive general liability insurance coverage that shall protect District from claims

1 for damages for personal injury, including, but not limited to, accidental and wrongful
2 death, as well as from claims for property damage, which may arise from District's use
3 of the Property or the performance of its obligations hereunder, whether such use or
4 performance be by District, by any subcontractor, or by anyone employed directly or
5 indirectly by either of them. Such insurance shall name County as an additional insured
6 with respect to this Lease and the obligations of District hereunder. Such insurance shall
7 provide for limits of not less than Two Million Dollars (\$2,000,000) per occurrence
8 combined single limit. If such insurance contains a general aggregate limit, it shall apply
9 separately to this Lease or be no less than two (2) times the occurrence limit.

10 (c) Vehicle Liability: If vehicles or mobile equipment are used in the
11 performance of the obligations under this Lease, then District shall maintain liability
12 insurance for all owned, non-owned or hired vehicles so used in an amount not less than
13 \$1,000,000 per occurrence combined single limit. If such insurance contains a general
14 aggregate limit, it shall apply separately to this Lease or be no less than two (2) times
15 the occurrence limit. Policy shall name the County as Additional Insureds.

16 (d) Procure and maintain fire and extended coverage on the
17 improvements, alterations and fixtures to be constructed and installed upon the Property
18 in an amount not less than the full replacement value of such improvements, alterations
19 and fixtures. Such insurance shall name County as an additional insured with respect
20 to this Lease and the obligations of District hereunder.

21 (e) General Insurance Provisions - All lines:

22 1) Any insurance carrier providing insurance coverage hereunder
23 shall be admitted to the State of California and have an A M BEST rating of not less than
24 A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk
25 Manager. If the County's Risk Manager waives a requirement for a particular insurer
26 such waiver is only valid for that specific insurer and only for one policy term.

27 2) The insurance requirements contained in this Lease may be met
28 with a program(s) of self-insurance. District must declare its insurance self-insured

1 retention for each coverage required herein. If any such self-insured retention exceeds
2 \$500,000 per occurrence each such retention shall have the prior written consent of the
3 County Risk Manager before the commencement of operations under this Lease. Upon
4 notification of self-insured retention unacceptable to the County, and at the election of
5 the County's Risk Manager, District's carriers shall either: 1) reduce or eliminate such
6 self-insured retention as respects this Lease with the County, or 2) procure a bond which
7 guarantees payment of losses and related investigations, claims administration, and
8 defense costs and expenses.

9 3) District shall cause District's insurance carrier(s) to furnish the
10 County of Riverside with a properly executed Certificate(s) of Insurance and copies of
11 Endorsements effecting coverage as required herein. Further, said Certificate(s) and
12 policies of insurance shall contain the covenant of the insurance carrier(s) that a
13 minimum of thirty (30) days written notice shall be given to the County of Riverside prior
14 to any material modification, cancellation, expiration or reduction in coverage of such
15 insurance. If District's insurance carrier(s) policies does not meet the minimum notice
16 requirement found herein, District shall cause District's insurance carrier(s) to furnish a
17 30 day Notice of Cancellation Endorsement.

18 4) In the event of a material modification, cancellation, expiration,
19 or reduction in coverage, this Lease shall terminate forthwith, unless the County of
20 Riverside receives, prior to such effective date, another properly executed Certificate of
21 Insurance and copies of endorsements evidencing coverages set forth herein and the
22 insurance required herein is in full force and effect. District shall not commence
23 operations until the County of Riverside has been furnished Certificate(s) of Insurance
24 and copies of endorsements. An individual authorized by the insurance carrier to do so
25 on its behalf shall sign the original endorsements for each policy and the Certificate of
26 Insurance.

27 5) It is understood and agreed to by the parties hereto that the
28 District's insurance shall be construed as primary insurance, and the County's insurance

1 and/or deductibles and/or self-insured retention's or self-insured programs shall not be
2 construed as contributory.

3 6) Subject to mutual agreement of the Parties, County reserves
4 the right to require that District adjust the monetary limits of insurance coverage as
5 required in this Section 21 herein every fifth (5th) year during the term of this Lease or
6 any extension thereof, subject to ninety (90) days written notice to District of such
7 adjustment, in the event that County reasonably determines that the then existing
8 monetary limits of insurance coverage are no longer consistent with those monetary
9 limits of insurance coverage generally prevailing in the western Riverside County area
10 for facilities comparable to the Phase One Project and/or the Phase Two Project;
11 provided, however, that any adjustment shall not increase the monetary limits of
12 insurance coverage for the preceding five (5) years in excess of fifty percent (50%)
13 thereof. If, during the term of this Lease or any extension thereof, there is a material
14 change in the scope of the Lease, the County reserves the right to adjust the types of
15 insurance and the monetary limits of liability required under this Lease, if in the County
16 Risk Management's reasonable judgment, the amount or type of insurance carried by
17 the District has become inadequate subject to mutual agreement of the Parties.

18 7) District shall pass down the insurance obligations contained
19 herein to all tiers of subcontractors working under this Lease.

20 8) District agrees to notify County of any claim by a third party or
21 any incident or event that may give rise to a claim arising from the performance of this
22 Lease.

23 9) District shall not take possession or otherwise use the
24 Property until County has been furnished Certificate(s) of Insurance as otherwise
25 required in this Section 21.

26 **22. District's Insurance.** District shall provide a policy of insurance, and or a
27 program of self-insurance coverage through a joint powers authority ("JPA"), or any
28 combination thereof.

1 **23. Hold Harmless.**

2 (a) Except as otherwise provided herein, District represents that it has
3 inspected the Property, accepts the condition thereof in its "AS-IS" condition and fully
4 assumes any and all risks incidental to the use thereof. County shall not be liable to
5 District, its agents, employees, subcontractors or independent contractors for any
6 personal injury or property damage suffered by them which may result from hidden, latent
7 or other dangerous conditions in, on, upon or within the Property unknown to the County,
8 its officers, agents or employees.

9 (b) District shall indemnify and hold harmless the County, its Agencies,
10 Districts, Special Districts and Departments their respective directors, officers, Board of
11 Supervisors, elected and appointed officials, employees, agents and representatives
12 (individually and collectively hereinafter referred to as Indemnitees) from any liability
13 whatsoever, based or asserted upon any act or omission of District, its officers, agents,
14 employees, subcontractors and independent contractors arising out of or in any way
15 relating to this Lease, including but not limited to property damage, bodily injury, or death
16 (Lessee's employees included) or any other element of damage of any kind or nature,
17 relating to or in any way connected with or arising from its use, occupancy or operation
18 of the Property, and District shall defend, at its sole expense, all costs and fees including,
19 but not limited, to attorney fees, cost of investigation, defense and settlements or awards,
20 the Indemnitees in any claim or action based upon such alleged acts or omissions.

21 (c) With respect to any action or claim subject to indemnification herein
22 by District, District shall, at their sole cost, have the right to use counsel of their own
23 choice and shall have the right to adjust, settle, or compromise any such action or claim
24 without the prior consent of County; provided, however, that any such adjustment,
25 settlement or compromise in no manner whatsoever limits or circumscribes District's
26 indemnification to Indemnitees as set forth herein.

27 (d) District's obligation hereunder shall be satisfied when District has
28 provided to County the appropriate form of dismissal relieving County from any liability

1 for the action or claim involved.

2 (e) The specified insurance limits required in this Lease shall in no way
3 limit or circumscribe District's obligations to indemnify and hold harmless the
4 Indemnitees herein from third party claims.

5 (f) In the event there is conflict between this clause and California Civil
6 Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
7 interpretation shall not relieve the District from indemnifying the Indemnitees to the fullest
8 extent allowed by law.

9 (g) The specified insurance limits required in Section 21 herein shall in
10 no way limit or circumscribe District's obligations to indemnify and hold County free and
11 harmless herein.

12 **24. Right to Encumber/Right to Cure.**

13 (a) District's Right to Encumber: Notwithstanding any other provision
14 contained herein, County does hereby consent to and agree that District may encumber
15 or assign, or both, for the benefit of an Encumbrancer (defined below), this Lease and
16 the leasehold estate of District and related improvements constructed by District by a
17 deed of trust, mortgage or other security-type instrument, herein called trust deed, but
18 only to the extent necessary to assure the repayment of the financing of the construction
19 and operation of the any part of the Project by District (including any conversion of the
20 construction loan to permanent financing), and in connection with such encumbrance the
21 prior written consent of County shall not be required:

22 (i) For a transfer of this Lease at foreclosure under the trust
23 deed, judicial foreclosure, or an assignment in lieu of foreclosure or in connection with
24 the Encumbrancer's exercise of any remedy provided in the deed of trust; or

25 (ii) For any subsequent transfer by the Encumbrancer if the
26 Encumbrancer is the purchaser at such foreclosure sale or is the assignee under an
27 assignment in lieu of foreclosure; provided, however, that in either such event the
28 Encumbrancer promptly gives notice to County in writing of any such transfer, setting

1 forth the name and address of the transferee, the effective date of such transfer, and a
2 copy of the express agreement of the transferee assuming and agreeing to perform all
3 of the obligations under this Lease, together with a copy of the document by which such
4 transfer was made.

5 For purposes of this Lease, an "Encumbrancer" shall mean an established
6 bank, savings and loan association, insurance company or other entity which provides
7 tax exempt bond financing or other institutional financing.

8 Any Encumbrancer or other transferee who succeeds to District's interest
9 under this Lease shall be liable to perform the obligations and duties of District under
10 this Lease. Any subsequent transfer of this leasehold hereunder, except as provided for
11 in Section 24(a)(ii) above, shall be subject to Section 17 herein.

12 District shall give County prior notice of any such trust deed, and shall
13 accompany such notice with a true copy of the trust deed and a note secured thereby.
14 Except as described in this Section 24, District shall not permit any other liens or
15 encumbrances on the Property or its interest therein without the County's prior written
16 consent.

17 **25. Free From Liens.** District shall pay, when due, all sums of money that
18 may become due for any labor, services, material, supplies, or equipment, alleged to
19 have been furnished or to be furnished to District, in, upon, or about the Property, and
20 which may be secured by a mechanics', materialmen's or other lien against the Property
21 of County's interest therein, and will cause each such lien to be fully discharged and
22 released at the time the performance of any obligation secured by such lien matures or
23 becomes due; provided, however, that if District desires to contest any such lien, it may
24 do so, but notwithstanding any such contest, if such lien shall be reduced to final
25 judgment, and such judgment or such process as may be issued for the enforcement
26 thereof is not promptly stayed, or if so stayed, and said stay thereafter expires, then and
27 in such event, District shall forthwith pay and discharge said judgment.

28 **26. Estoppel Certificates.**

1 (a) District and County, at any time and from time to time during the
2 term of this Lease, and any extension thereof, and within forty five (45) days after written
3 request by the other party, shall execute, acknowledge and deliver to the requesting
4 party a statement in writing certifying that this Lease is unmodified and in full force and
5 effect. The statement shall also include the dates to which the rent and any other
6 charges have been paid in advance, that there are no defaults existing or that defaults
7 exist and the nature of such defaults. It is intended that such statement as provided in
8 this Section 26 may be relied upon by any prospective encumbrancer as assignee of the
9 Property or improvements thereon or both or all or any portion or portions of District's
10 interest under this Section 26.

11 (b) A party's failure to execute, acknowledge and deliver on request of
12 such statement described in Section 26(a) above within the required time shall constitute
13 acknowledgment by such party to all persons entitled to rely on such statement that this
14 Lease is unmodified and in full force and effect and that the rent and other charges have
15 been duly and fully paid to and including the respective due dates immediately preceding
16 the date of the notice or request and shall constitute a waiver, with respect to all persons
17 entitled to rely on such statement of any defaults that may exist before the date of such
18 notice.

19 **27. Binding on Successors.** The parties hereto, their assigns and
20 successors in interest, shall be bound by all the terms and conditions contained in this
21 Lease, and all of the parties hereto shall be jointly and severally liable hereunder.

22 **28. Waiver of Performance.** No waiver by County at any time of any of the
23 terms and conditions of this Lease shall be deemed or construed as a waiver at any time
24 thereafter of the same or of any other terms or conditions contained herein or of the strict
25 and timely performance of such terms and conditions.

26 **29. Severability.** The invalidity of any provision in this Lease as determined
27 by a court of competent jurisdiction shall in no way affect the validity of any other
28 provision hereof.

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

6 **31. Attorneys' Fees.** In the event of any litigation, mediation or arbitration
7 between District and County, including, without limitation, such an action brought
8 pursuant to District's bankruptcy, to enforce any of the provisions of this Ground Lease
9 or any right of either party hereto, the unsuccessful party to such litigation, mediation or
10 arbitration agrees to pay to the successful party all costs and expenses, including
11 reasonable attorneys' fees, incurred therein by the successful party, all of which shall be
12 included in and as a part of the judgment or ruling rendered in such litigation, mediation
13 or arbitration.

14 **32. Notices.** Any notices required or desired to be served by either party upon
15 the other shall be addressed to the respective parties as set forth below:

<u>COUNTY</u>	<u>LESSEE</u>
County of Riverside	Riverside Community College District
Economic Development Agency	Facilities Planning and Development
3403 Tenth Street Suite 500	3801 Market Street, Third Floor
Riverside, CA 92501	Riverside, CA 92501

21 or to such other addresses as from time to time shall be designated by the respective
22 parties. Notices must be in writing and will be deemed to have been given when
23 personally delivered, sent by facsimile with receipt acknowledged, deposited with any
24 nationally recognized overnight carrier that routinely issues receipts, or deposited in any
25 depository regularly maintained by the United States Postal Service, postage prepaid,
26 certified mail, return receipt requested, addressed to the party for whom it is intended at
27 its address set forth above.

28

1 **33. Permits, Licenses and Taxes.** District shall secure, at its expense, the
2 permits, and District shall pay prior to delinquency all fees, taxes and penalties levied
3 against the Property or required by any authorized public entity, including any
4 possessory interest tax. Failure to pay such sums in a timely manner shall be a material
5 default hereunder.

6 **34. Section Headings.** The Section headings herein are for the convenience
7 of the parties only, and shall not be deemed to govern, limit, modify or in any manner
8 affect the scope, meaning or intent of the provisions or language of this Lease.

9 **35. County's Representative.** County hereby appoints the Assistant County
10 Executive Officer/ECD as its authorized representative to administer this Lease.

11 **36. District's Representative.** District hereby appoints the President of
12 Moreno Valley College and/or the Vice Chancellor of Business and Financial Services
13 as its authorized representative to administer this Lease.

14 **37. Acknowledgment of Memorandum of Lease.** Upon execution of this
15 Lease by the parties hereto, a memorandum of this Lease in a form acceptable to County
16 and District shall be acknowledged by County and District in such a manner that it will
17 be acceptable by the County Recorder of the County of Riverside for recordation
18 purposes, and thereafter, District shall cause such memorandum of this Lease to be
19 recorded in the Office of the County Recorder of the County of Riverside forthwith and
20 furnish County with a conformed copy thereof.

21 **38. Agent for Service of Process.** For the purpose of designating an agent
22 for service of process, the following is hereby by designated as Agent to accept on behalf
23 of the District at the District Office in Riverside: Office of General Counsel, 3801 Market
24 Street, Third Floor, Riverside, California 92501. It is expressly understood and agreed
25 that in the event District is not a resident of the State of California or it is an association
26 or partnership without a member or partner resident of the State of California, or it is a
27 foreign corporation, then in any such event, District shall file with County's Assistant
28 County Executive Officer/ECD , upon its execution hereof, a designation of a natural

1 person residing in the State of California, giving his or her name, residence and business
2 addresses, as its agent for the purpose of service of process in any court action arising
3 out of or based upon this Lease, and the delivery to such agent of a copy of any process
4 in any such action shall constitute valid service upon District . It is further expressly
5 understood and agreed that if for any reason service of such process upon District's
6 General Counsel is not feasible, then in such event District may be personally served at
7 the District Office in Riverside County and that such service shall constitute valid service
8 upon District. It is further expressly understood and agreed that District is amenable to
9 the process so served, submits to the jurisdiction of the court so obtained and waives
10 any and all objections and protests thereto.

11 **39. Notification of Taxability of Possessory Interest.** The Property herein
12 granted by County to District may create a possessory interest, subject to property or
13 possessory interest taxation. In the event District's interest in the Property, including the
14 Project and related improvements, become subject to the payment of property taxes
15 levied on such interest, District (and not County) shall be solely responsible for the
16 payment of such property taxes. District asserts and Lessor acknowledges that District
17 is a governmental agency and may be exempt from paying possessory interest taxes.
18 District will do all things reasonably necessary and appropriate to secure and maintain
19 said tax exemption during the term of this Lease. District shall reimburse County for any
20 property or possessory interest taxes on the Property (excluding special assessments or
21 other ad valorem assessments) that may become due and payable during the Lease
22 because of District's failure to file a timely exemption. County shall cooperate with
23 District in filing District's exemption notices. Said cooperation shall not be unreasonably
24 withheld.

25 **40. Toxic Materials.**

26 (a) The County warrants that to the best of its knowledge there are no
27 hazardous substances located on or within the Property.
28

1 (b) Restrictions on Lessee; Hazardous Substances. District shall not
2 cause or permit any Hazardous Substance to be used, stored, generated, or disposed
3 of on or in the Property by District, District's agents, employees, contractors, licensees,
4 or invitees, without first obtaining County's written consent, which consent may not be
5 unreasonably withheld. Materials considered hazardous that are used in the ordinary
6 course of business may be used as regulated by law. If Hazardous Substances are
7 used, stored, generated, or disposed of on or in the Property, or if the Property becomes
8 contaminated in any manner during the term hereof, District shall indemnify, defend, and
9 hold harmless the County from any and all claims, damages, fines, judgments, penalties,
10 costs, liabilities, or losses (including, without limitation, a decrease in value of the
11 Property or any part of the Project, and any and all sums paid for settlement of claims,
12 attorneys', agents, employees, contractors, licensees, invitees, consultants', and
13 experts' fees) arising during or after the term of this Lease and arising as a result of
14 such contamination by District, its agents, employees, contractors, licensees, or invitees.
15 This indemnification includes, without limitation, any and all costs incurred because of
16 any investigation of the Property or any cleanup, removal, or restoration mandated by a
17 federal, state, or local agency or political subdivision. In addition, if District causes or
18 permits the presence of any Hazardous Substance on the Property and this results in
19 contamination, District shall promptly, at its sole expense, take any and all necessary
20 actions to return the Property to the condition existing before the presence of any such
21 Hazardous Substance on the Property; provided, however, that District shall first obtain
22 County's approval for any such remedial action.

23 (c) As used herein, "Hazardous Substance" shall include, but not be
24 limited to, substances defined as "hazardous substances," "hazardous materials," or
25 "toxic substances" in the Comprehensive Environmental Response, Compensation and
26 Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous
27 Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource
28 Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances

1 defined as "hazardous wastes" in Section 25117 of the California Health and Safety Code
2 or as "hazardous substances" in Section 25316 of the California Health and Safety Code;
3 and in the regulations adopted in publications promulgated pursuant to said laws.

4 **41. Exhibits Incorporated By Reference.** All Exhibits attached hereto are
5 incorporated into and made a part of this Lease by reference to them herein.

6 **42. Entire Lease.** This Lease is intended by the Parties hereto as a final
7 expression of their understanding with respect to the subject matter hereof and as a
8 complete and exclusive statement of the terms and conditions thereof and supersedes
9 any and all prior and contemporaneous leases, agreements and understandings, oral or
10 written, in connection therewith. This Lease may be changed or modified only upon the
11 written consent of the Parties hereto.

12 **43. Execution by District.** This Lease shall not be binding on District until it is
13 approved by District's Board of Trustees and signed by the Vice Chancellor of Business
14 and Financial Services.

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16 **[Remainder of Page**
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44. Execution by County. This Lease shall not be binding or consummated until its approval and execution by the County's Board of Supervisors.

DATED: FEB 26 2019 (TO BE FILLED IN BY COUNTY)

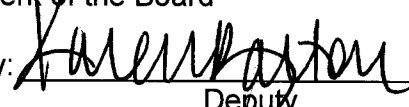
**RIVERSIDE COMMUNITY COLLEGE
DISTRICT**

By: 
Aaron Brown
Vice Chancellor
Business & Financial Services


COUNTY OF RIVERSIDE

By: 
Chairman **KEVIN JEFFRIES**
Board of Supervisors

ATTEST:
Kecia Harper ~~Herr~~
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Greg P. Priamos, County Counsel

By: 
Deputy County Counsel *Chief Deputy* Thomas Oh

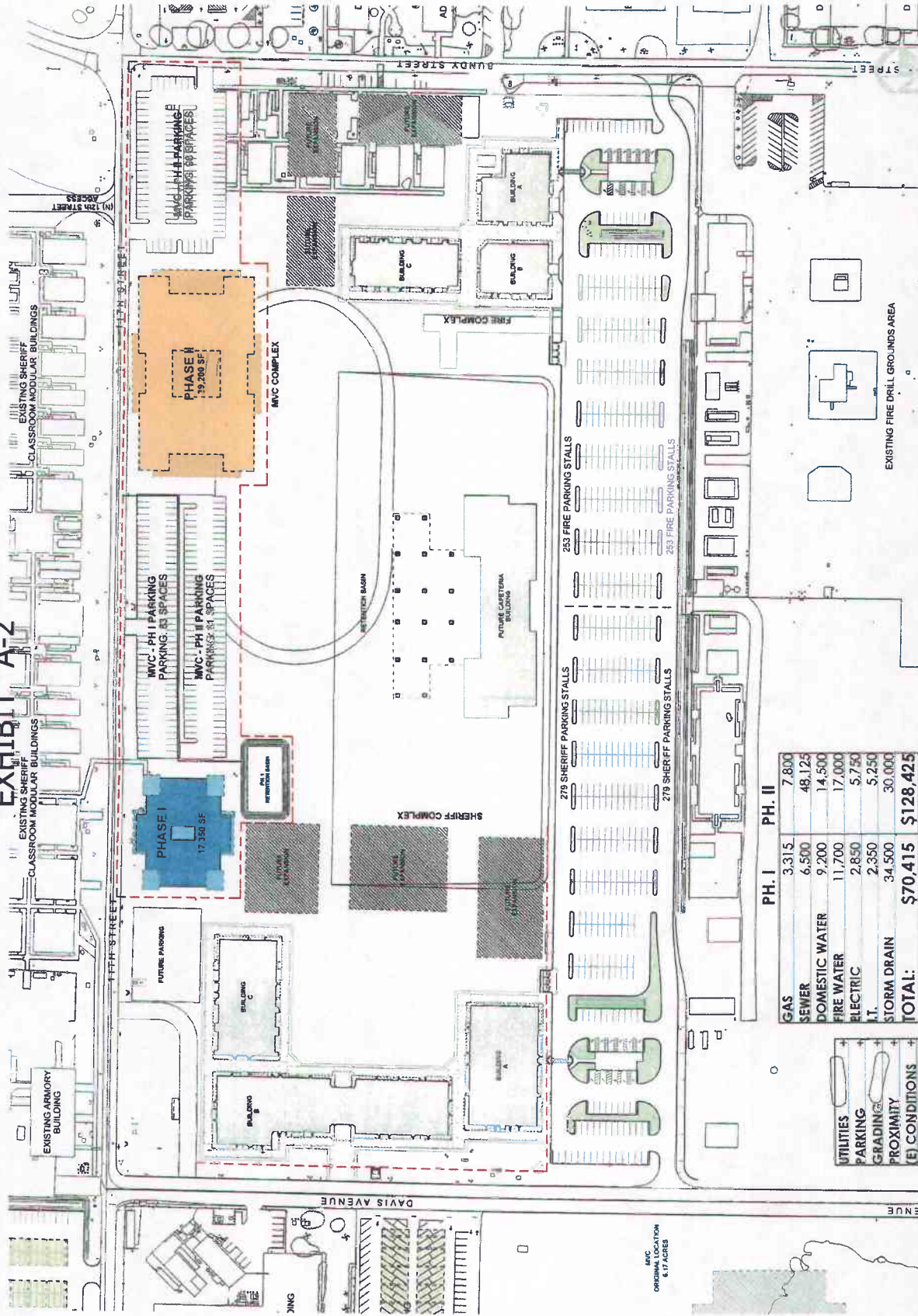
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EXHIBIT "A-1"

To Be Incorporated into this Lease at a date based upon the Lease

EXHIBIT "A-2"



	PH. I	PH. II
GAS	3,315	7,800
SEWER	6,500	48,125
DOMESTIC WATER	9,200	14,500
FIRE WATER	11,700	17,000
ELECTRIC	2,850	5,750
T.T.	2,350	5,250
STORM DRAIN	34,500	30,000
TOTAL:	\$70,415	\$128,425

- UTILITIES
- PARKING
- GRADING
- PROXIMITY
- (E) CONDITIONS



Riverside Community College District
 BCTC - MVC Classroom Project
 Conceptual Site Plan - Option B2 | Date: 11.2.2017

Holt Architecture
 897 11th Street
 Riverside, CA 92501

Client: Riverside Community College District
 3801 Moraga Street
 Riverside, CA 92501

RIVERSIDE COMMUNITY
 COLLEGE DISTRICT



MVC
 ORIGINAL LOCATION
 6.17 ACRES

Exhibit B

DOC # 1999-550370
 12/21/1999 08:00A Fee:NC
 Page 1 of 11
 Recorded in Official Records
 County of Riverside
 Gary L. Orso
 Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION
 RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Riverside County Sheriff
 Attn: Larry Smith
 4095 Lemon St.
 Riverside, CA 92501

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TRA:

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Quit Claim Deed

Title of Document

**THIS AREA FOR
 RECORDER'S
 USE ONLY**

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
 (\$3.00 Additional Recording Fee Applies)

Recording Requested by,
And when recorded mail to:

County of Riverside
Administration Center
4080 Lemon Street, 14th Floor
Riverside, California 92501-3651

Exempt from Documentary Transfer Tax
Rev. & Tax. Code §11922

TRA:086

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QUITCLAIM DEED



I. PARTIES

THIS DEED is made and entered into this 16th day of December 1999 by and between the UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder, and the Federal Property and Administrative Services Act of 1949 (63 Stat. 377, 40 U.S.C. 471, et seq.), as amended, and rules, orders, and regulations issued pursuant thereto, for and in consideration of the policy expressed in Sec. 701 of Pub. L. No. 98-473 (40 U.S.C. § 484(p)) (the "Grantor"), and the County of Riverside, a political subdivision of the State of California (the "Grantee"). (When used in this Quitclaim Deed, unless the context specifies otherwise, "Grantor" shall include the successors and assigns of the Grantor, and "Grantee" shall include the successors and assigns of the Grantee.)

II. CONSIDERATION AND CONVEYANCE

FOR VALUABLE CONSIDERATION of the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, and in consideration of the use and maintenance of the hereinafter described premises for law enforcement and emergency management response, the Grantor does hereby release and forever quitclaim to the Grantee all that real property situated in County of Riverside, State of California, described as follows:

A portion of land lying in Sections 27, 28, 33, and 34, Township 3 South, Range 4 West, S.B.M., being more particularly described as follows:

COMMENCING at the northeast corner of the southeast one-quarter of said Section 33, said point also being the centerline intersection of Nardina Avenue (60.00 feet wide) and Brown Street (60.00 feet wide) as shown on subdivision map of Upton Acres Number 2, filed in Book 14, page 14, of Maps, Records of



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the Recorder of Riverside County, California; thence along said centerline of Nandina Avenue, N. 89°42'58" W., a distance of 2662.74 feet to the centerline intersection of Nandina Avenue and Alexander Street (60.00 feet wide); thence N. 00°57'39" E., a distance of 30.00 feet to a point of intersection with the northerly right-of-way line of said Nandina Avenue, said point also being the TRUE POINT OF BEGINNING; thence continuing N., 00°57'39" E., a distance of 1417.44 feet; thence S., 89°02'21" E., a distance of 1637.31 feet; thence N. 00°53'25" E., a distance of 1351.88 feet; thence S. 88°51'43" E., a distance of 1164.98 feet to a point of intersection with the west line of Parcel Map 22504, filed in Book 151, pages 63 and 64, of Parcel Maps, Records of the Recorder of Riverside County, California; thence along said west line, N. 00°53'58" E., a distance of 1443.48 feet; thence leaving said west line, N. 89°05'31" W., a distance of 440.96 feet; thence N. 00°49'44" E., a distance of 387.80 feet; thence N. 89°10'16" W., a distance of 3268.11 feet; thence S. 00°49'44" W., a distance of 1720.00 feet; thence N. 89°10'16" W., a distance of 1740.00 feet to a point of intersection with the easterly right-of-way line of Barton Road (44.00 feet half width) per document recorded September 22, 1972, as Instrument Number 127557, records of said recorder; thence along said easterly right-of-way line S. 00°37'32" W., a distance of 280.02 feet to an angle point in said right-of-way line; thence continuing along said right-of-way line, S. 00°26'27" W., a distance of 2615.30 feet to a point of intersection with a line being 30.00 feet north of and measured at right angles to the north line of the southwest one-quarter of said Section 33; thence S. 89°41'53" E., on a line 30.00 feet northerly of and parallel with said north line of the southwest one-quarter, a distance of 2621.72 feet to an angle point in said line; thence continuing on said parallel line, S. 89°42'57" E., a distance of 0.35 feet to the TRUE POINT OF BEGINNING.

Containing 16,312,367 square feet, or 374.480 acres, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply distances shown by 1.000072279 to obtain ground distances.

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon, and all and singular the tenements, hereditaments, appurtenances, and improvements hereunto belonging, or in any wise appertaining (which, together with the real property above described, is called the "Property" in this Deed).

IV. EXCEPTIONS

That certain real property situated in County of Riverside, State of California, described as follows is hereby excepted from the Property:



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A portion of land lying in Section 28, Township 3 South, Range 4 West, S.B.M., known as Building 3404, and being more particularly described as follows:

COMMENCING at the northeast corner of the southeast one-quarter of said Section 33, said point also being the centerline intersection of Nandina Avenue (60.00 feet wide) and Brown Street (60.00 feet wide) as shown on subdivision map of Upton Acres Number 2, filed in Book 14, page 14, of Maps, Records of the Recorder of Riverside County, California; thence along said centerline of Nandina Avenue, N. 89°42'58" W., a distance of 2662.74 feet to the centerline intersection of said Nandina Avenue and Alexander Street (60.00 feet wide); thence N. 00°57'39" E., a distance of 1447.44 feet; thence S. 89°02'21" E., a distance of 745.33 feet; thence N. 00°57'39" E., a distance of 2475.51 feet; thence N. 00°53'27" E., a distance of 114.32.00 feet; thence N. 89°06'33" W., a distance of 40.65 feet to the TRUE POINT OF BEGINNING; thence N. 44°20'00" W., a distance of 32.00 feet; thence S. 45°40'00" W., a distance of 79.00 feet; thence S. 44°20'00" E., a distance of 32.00 feet; thence N. 45°40'00" E., a distance of 79.00 feet to the TRUE POINT OF BEGINNING.

Containing 2.528 square feet, or 0.058 acres, more or less.

The bearing and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Multiply the distances shown by 1.000072279 to obtain ground distances.

V. RESERVATIONS

A. RESERVING UNTO THE GRANTOR all oil, gas, and other mineral resources of any kind or nature in the mineral estate of the Property; provided, however, that such reservation shall not include the right of access to or any right to use any portion of the surface of the Property.

B. AND FURTHER RESERVING UNTO THE GRANTOR, including the United States Environmental Protection Agency ("EPA") and the State of California (the "State"), and its and their respective officials, agents, employees, contractors, and subcontractors, the right of access to the Property (including the right of access to, and use of, utilities at reasonable cost to the Grantor), for the following purposes, either on the Property or on adjoining lands, and for such other purposes consistent with the Installation Restoration Program ("IRP") of the Grantor or the Federal Facility Agreement ("FFA"), if applicable:

1. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings, and other activities related to the IRP or FFA, if applicable.

2. To inspect field activities of the Grantor and its contractors and subcontractors in implementing the IRP or the FFA, if applicable.



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3. To conduct any test or survey required by the EPA or the State relating to the implementation of the IRP or FFA, if applicable, or environmental conditions on the Property, or to verify any data submitted to the EPA or the State by the Grantor relating to such conditions.

4. To conduct, operate, maintain, or undertake any other response, corrective, or remedial action as required or necessary under the IRP or the FFA, if applicable, or the covenant of the Grantor in Section VII.D. of this Deed, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities

VI. CONDITION

A. The Grantee agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances, whether or not of record.

B. The Grantee acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed, "as is," "where is," without any representation, promise, agreement, or warranty on the part of the Grantor regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs, or additions. The Grantee further acknowledges that the Grantor shall not be liable for any latent or patent defects in the Property, except to the extent required by applicable law.

VII. COVENANTS

A. Lead-Based Paint ("LBP")

1. The Property may include improvements that are presumed to contain LBP because they are thought to have been constructed prior to 1978. The Grantee hereby acknowledges the required disclosure in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d (Title X), of the presence of any known LBP and/or LBP hazards in target housing constructed prior to 1978. This disclosure includes the receipt of available records and reports pertaining to LBP and/or LBP hazards; receipt of the lead hazard information pamphlet; and inclusion of the 24 C.F.R. Part 35 Subpart H and 40 C.F.R. Part 745 Subpart F disclosure and lead warning language in the Title X Lead-Based Paint Disclosure Statement in the contract of sale.

2. The Grantee covenants and agrees that, in any improvements on the Property defined as target housing by Title X and constructed prior to 1978, LBP hazards will be disclosed to potential occupants in accordance with Title X before use of such improvements as a residential dwelling (as defined in Title X). Further, the Grantee covenants and agrees that LBP hazards in target housing constructed prior to 1960 will be abated in accordance with Title X before use and



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occupancy as a residential dwelling. "Target housing" means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six [6] years of age resides, or is expected to reside, in such housing) or any zero-bedroom dwelling.

3. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with Title X and all applicable Federal, State, and local laws relating to LBP. The Grantee acknowledges that the Grantor assumes no liability for damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with LBP on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

B. Asbestos-Containing Materials ("ACM")

The Grantee is warned that the Property may be improved with buildings, facilities, and equipment that may contain ACM. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to asbestos. The Grantee acknowledges that the Grantor assumes no liability for damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

C. Non-Discrimination

The Grantee covenants not to discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

D. Grantor Covenant

1. Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9620(h)(3)), the following is notice of hazardous substances on the Property and the description of remedial action taken concerning the Property:

a. The Grantor has made a complete search of its files and records. Exhibit A contains a table with the name of hazardous substances stored for one year or more, or known to



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have been released or disposed of, on the Property; the quantity in kilograms and pounds of the hazardous substance stored for one year or more, or know to have been released, or disposed of, so, on the Property; and the date(s) that such storage, release, or disposal took place.

b. A description of the remedial actions taken on the Property regarding hazardous substances is contained in Exhibit B.

2. The United States covenants and warrants that all remedial action necessary to protect human health and the environment with respect to hazardous substances remaining on the Property has been taken before the date of this Deed, and any additional remedial action found to be necessary after the date of this Deed for contamination on the Property existing prior to the date of this Deed shall be conducted by the United States. The foregoing covenant shall not apply in any case in which the grantee of the Property, or any part thereof, is a potentially responsible party with respect to the Property before the date on which any grantee acquired an interest in the Property, or is a potentially responsible party as a result of an act or omission affecting the Property.

E. Endangered Species.

The Grantee acknowledges that threatened or endangered species, as those terms are defined under the Federal Endangered Species Act of 1973, as amended (the "Act") are present on certain portions of the Property and acknowledges receiving a copy of the Disposal and Reuse of March Air Force Base Biological Opinion, dated November 9, 1999. The Grantee covenants and agrees to comply with the terms of the biological opinion, including, without limitation, the obligation to consult with the United States Fish and Wildlife Service as necessary in connection with the construction and development of new improvements on the Property and mitigation of impacts to habitat of the endangered Stephens' Kangaroo Rat according to the formula set out in the biological opinion.

F. Hazards to Air Navigation.

Prior to commencing any construction on, or alteration of, the Property, the Grantee covenants to comply with 14 C.F.R. Part 77 entitled "Objects Affecting Navigable Air Space," or under the authority of the Federal Aviation Act of 1958, as amended.

IX. MISCELLANEOUS/REVERTER AFFECTING THE PROPERTY

A. Each covenant of this Deed shall be deemed to "touch and concern the land" and shall "run with the land."

B. This conveyance is made and accepted on the condition that (1) the Property shall be used and maintained for law enforcement and emergency management response in perpetuity; and (2) the Property shall not be sold, leased, mortgaged, assigned, or otherwise disposed of.



1999-558378
12/21/1999 86 66A
2 of 11

except to another local government agency for the same purposes with the prior consent of the Director of the Air Force Base Conversion Agency, or his successor in function. In the event of a breach of any such condition as to all or any portion or portions of the Property by the Grantee, its successors or assigns, regardless of the cause of the breach, all right, title, and interest in and to such portion or portions of the Property, in its then existing condition, including all improvements thereon, shall revert to and become the property of the United States of America at the option of and upon demand made in writing by the Director, Air Force Base Conversion Agency, or his successor in function. In such event, the United States of America shall have the immediate right of entry upon said property, and the Grantee, its successors, and assigns, shall forfeit all right, title, and interest in said property and in any and all tenements, hereditaments, and appurtenances thereunto belonging, and shall take such action and execute such documents as may be necessary or required to evidence transfer of title to the United States of America. The failure of the Director, Air Force Base Conversion Agency, or his successor in function, to insist upon complete performance of the above conditions shall not be construed as a waiver or relinquishment of future performance thereof, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

X. LIST OF EXHIBITS

The following Exhibit is attached to and made a part of this Deed:

A. Notice of Hazardous Substances Released or Disposed of and Remedial Actions Taken on the Property.

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Air Force, the day and year first above written.

UNITED STATES OF AMERICA

By 
Albert F. Lowas, Jr.
Director

Air Force Base Conversion Agency

Witness:





1999-558378
12/21/1999 09 08A
8 of 11

Exhibit A to Quitclaim Deed

Notice of Hazardous Substances Stored or Disposed of

and

Notice of Remedial Actions Taken on the Property

Hazardous Substances.

No hazardous substances were stored for more than one year or disposed of on the Property. A release of an undetermined quantity of polychlorinated biphenyls (PCBs) at from an electrical transformer occurred on the property at an unknown time and has been remediated.

Remedial Actions Taken.

In 1999, approximately 400 cubic yards of soil contaminated with PCBs was removed from the area around Building 3-404 and disposed of off site. Soil samples taken after the removal of the soil confirmed that the level of contamination remaining in the soil allowed unrestricted use. The excavated area was filled with clean soil. No further action is required at the site



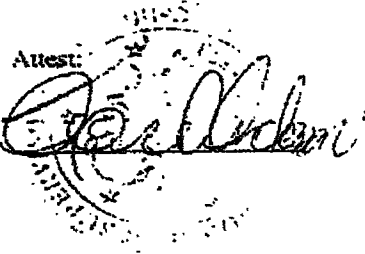
Acceptance

The Grantee hereby accepts this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: December 21, 1999

(Grantee)

By: Joy Wilson

Attest: Joe S. Rank


Certificate of Grantee's Attorney

I, JOE S. RANK, acting as Attorney for the Grantee, do hereby certify that I have examined the foregoing Indenture and the proceedings taken by the Grantee relating thereto, and find that the acceptance thereof by the Grantee has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of California, and further, that, in my opinion, the Indenture constitutes a legal and binding compliance obligation of the Grantee in accordance with the terms thereof.

Dated at Riverside, California, this 21st day of December, 1999.

By: Joe S. Rank

Title: ASSISTANT COUNTY COUNSEL



1999-588378
12.21.1999 08:00 AM
19 of 21

Certificate of Acknowledgment

Commonwealth of Virginia :

ss.

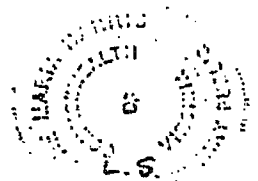
County of Arlington :

On December 16th, 1999, before me, Bonnie Maria Harris, a Notary Public, personally appeared Albert F. Lowes, Jr., known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (s)he executed the same in (his)(her) authorized capacity, and that by (his)(her) signature on the instrument, the entity on behalf of which (he)(she) acted, executed the instrument.

Bonnie Maria Harris
Notary Public

Encompass Header to My
Commission to Notary Public Seal
No. 12-21-1989 88 888
BONNIE MARIA HARRIS

My commission expires on _____



1989-558370
12-21-1989 88 888
8 of 11

Exhibit C

Backup VI-A-2
September 21, 2010
Page 1 of 4

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into as of this 21st day of September, 2010, by and between COUNTY OF RIVERSIDE, a public entity ("County") and RIVERSIDE COMMUNITY COLLEGE DISTRICT, a public entity ("District").

RECITALS

WHEREAS, County received property formerly part of March Air Force Base, consisting of approximately 375 acres ("Property"), generally situated south of Van Buren Boulevard and east of Wood Road, and north of Nandina Avenue, in unincorporated Riverside County. The Property was conveyed to the County through a federal land transfer provision known as a Public Benefit Conveyance, for the purposes of operating and developing a public safety training center, commonly referred to as the Ben Clark Public Safety Training Center (BCTC). The County received the Property through a Quitclaim Deed dated December 30, 1999 and recorded January 6, 2000; and

WHEREAS, the Quitclaim Deed transferred former military land and property (inclusive of buildings) for \$1.00 USD to the County, the conveyance was made and accepted on the condition that (1) the Property shall be used and maintained for law enforcement and emergency management response in perpetuity; and (2) the Property shall not be sold, leased, mortgaged, assigned, or otherwise disposed of, except to another local government agency for the same purposes with prior consent of the Director of the Air Force Base Conversion Agency, or his successor in function; and

WHEREAS, the District through its Moreno Valley College ("College"), which is an open admissions college, is the education partner for public safety education training center since 1953 in partnership with the Riverside County Sheriff's and CAL Fire/Regional Fire departments providing public safety training for law enforcement and fire technology programs; and

WHEREAS, the County has developed a master plan for the program, development and operation of the Ben Clark Public Safety Training Center; and

WHEREAS, it is the intent of both County and District to facilitate the establishment of Ben Clark Public Safety Training Center as an Education Center to Moreno Valley College and to develop facilities to house the educational services and required operations of the College.

WHEREAS, the programmatic focus at BCTC is public safety training, the intent of the College is to offer subject area and general education courses leading to certificate and degrees in public safety education and training and allied disciplines.

In consideration of the foregoing Recitals, both parties agree to use good faith efforts to bring about the following transactions, as soon as possible:

1. Establishment of an Education Center to Moreno Valley College at Ben Clark Public Safety Training Center: It is the intent of the District and College to apply to the

California Post Secondary Education Commission and California Community College System Board of Governor's for the establishment of an Education Center at BCTC. In doing so, the following understandings are intended by both parties:

- a. In seeking designation as an Education Center, the District and College will receive the following benefits in establishing an Education Center:
 - i. Eligibility and access to state Capital Outlay Funding.
 - ii. Separate allocation of operations funding support from the state.
 - b. Designation of an educational center to the College requires that conditions be met, including but not limited to the following:
 - i. Ownership or long term [99-year] lease of the site.
 - ii. Access to student services.
 - iii. On-site administration.
 - iv. Access to student population.
 - v. Offering of general education courses.
 - vi. Expected enrollment exceeding 500 full-time equivalent students, for a minimal three-year duration.
2. **Property:** The master plan for BCTC includes areas that are allocated to the specific training needs of the center, many which are highly specific to law enforcement or fire safety training needs and carry access restriction requirements. The master plan further specifies an area for general, student services and classrooms that is separate from the specific training and restricted access areas referred to RSO& LE Partners) depicted on Exhibit "A", attached hereto this MOA.
- a. It is the intent of the District to obtain a controlling interest by a long-term [99-year] lease of acreage within the general student services area to develop a facility by the District to accommodate the following: classrooms/facilities for fire, law enforcement, and general education; offices for instructional and student services staff, faculty offices, library space for public safety and general education students, and student services offices to house student services (including but not limited to counseling and student financial aid).
 - b. It is the intent of the County to facilitate a controlling interest in acreage, to be specified, to the District for the purposes of developing an Education Center facility at BCTC. The size and configuration of the property shall be formally identified in a subsequent transfer document.
 - c. Said acreage shall be generally accessible to student and potential students of public safety and general educational needs.
 - d. It is the intent of the District and College to design and develop a facility on the property to house an Education Center at BCTC. Said facility shall be designed and developed in coordination with the County. An agreement for development shall be a subsequent document to address elements such as site preparation, infrastructure and utility access, development design, parking and support elements, and other obligations.
3. **Operational Understandings:** It is understood by both parties that a public safety training center must be carefully planned and operated to assure appropriate access and operation to meet the needs and mission of all parties involved in the training center.

- a. **Joint Use Learning Center:** Both parties agree that a joint use learning center is in the interest in advancing the partnerships of the County and District at BCTC and that an operation (joint use) agreement shall be formally identified in a subsequent document. A subsequent document shall address the following:
 - i. Administrative, instructional and student services offered.
 - ii. Joint use of classroom space.
 - iii. Joint use of library and digital resources.
 - b. **Operation as an Education Center:** An Education Center requires the offering of general education courses, and administration and student services at the site.
 - i. County recognizes that the student population at the center will include both public safety and general education student populations.
 - ii. District and College recognize that subject area and general education courses are structured to benefit the needs of public safety education students at BCTC.
 - iii. District and College recognize that students enrolled in the public safety education curriculum take a priority to education offerings at BCTC.
 - iv. Both parties agree that an operational agreement shall be developed as a subsequent document to address the following:
 1. Access to courses
 2. Course offerings
 3. Schedule for priority registration of public safety students
 4. Student support services
 5. Faculty and staff development activities
4. **Time is of the Essence.** Both parties mutually agree that time is of the essence to carry out the elements described in this MOA.

This MOA is intended solely as a summary of the terms that are currently proposed by the County and District. Both County and District will be expending resources following the execution of this MOA and, accordingly, County and District have agreed pursuant to this MOA to act in good faith in furtherance of achieving their mutual intent. Notwithstanding the foregoing, if either County or District determines, in good faith, that the mutual intent cannot be achieved, then each part is and will be solely liable for all of its own fees, costs, and other expenses in conjunction with implementation of this MOA.

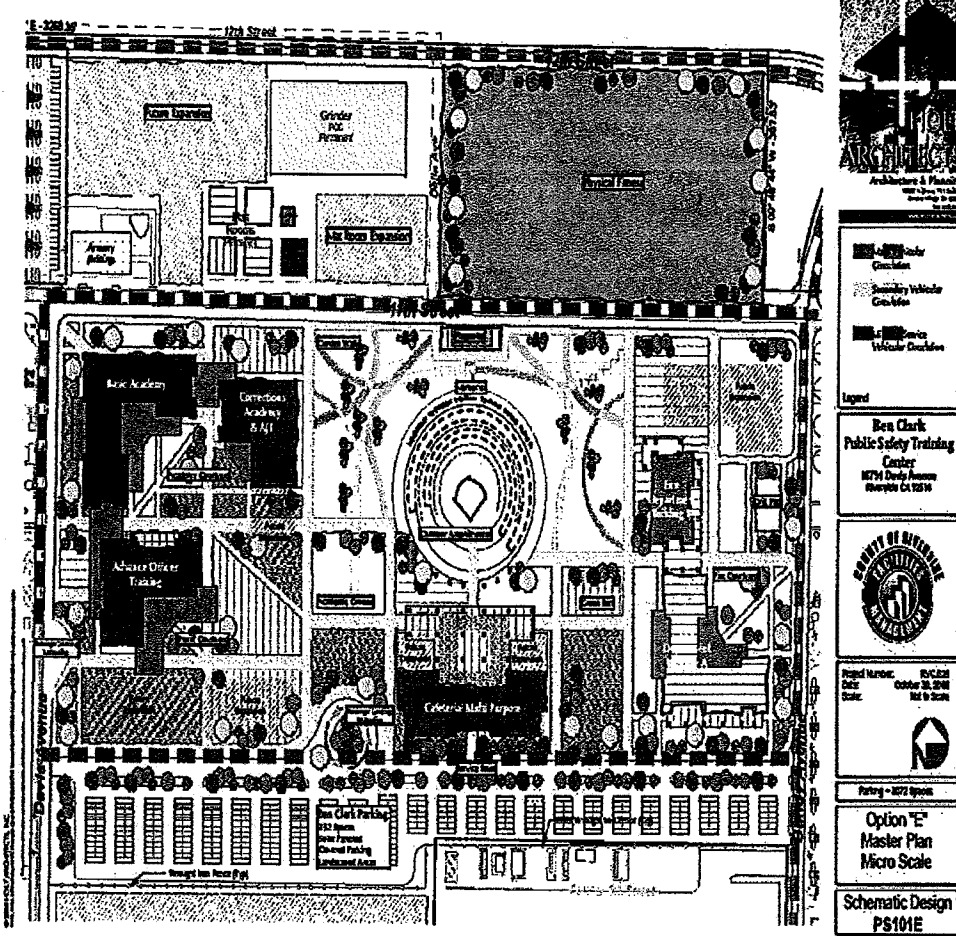
County of Riverside

Riverside Community College District

Authorized Representative

James L. Buysse, Vice Chancellor
Administration & Finance

Exhibit "A"



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into as of this ___ day of _____, 2010, by and between **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, ("County") and **RIVERSIDE COMMUNITY COLLEGE DISTRICT**, a public entity ("District").

RECITALS

WHEREAS, County received property formerly part of March Air Force Base, consisting of approximately 375 acres ("Property"), generally situated south of Van Buren Boulevard and east of Wood Road, and north of Nandina Avenue, in unincorporated Riverside County. The Property was conveyed to the County through a federal land transfer provision known as a Public Benefit Conveyance, for the purposes of operating and developing a public safety training center, commonly referred to as the Ben Clark Public Safety Training Center (BCTC). The County received the Property through a Quitclaim Deed dated December 30, 1999 and recorded January 6, 2000; and

WHEREAS, the Quitclaim Deed transferred former military land and property (inclusive of buildings) for \$1.00 USD to the County, the conveyance was made and accepted on the condition that (1) the Property shall be used and maintained for law enforcement and emergency management response in perpetuity; and (2) the Property shall not be sold, leased, mortgaged, assigned, or otherwise disposed of, except to another local government agency for the same purposes with prior consent of the Director of the Air Force Base Conversion Agency, or his successor in function; and

WHEREAS, the District through its Moreno Valley College ("College"), which is an open admissions college, is the education partner for public safety education training center since 1953 in partnership with the Riverside County Sheriff's and CAL Fire/Regional Fire departments providing public safety training for law enforcement and fire technology programs; and

WHEREAS, the County has developed a master plan for the program, development and operation of the Ben Clark Public Safety Training Center; and

WHEREAS, it is the intent of both County and District to facilitate the establishment of Ben Clark Public Safety Training Center as an education center to Moreno Valley College and to develop facilities to house the educational services and required operations of the College.

WHEREAS, the programmatic focus at BCTC is public safety training, the intent of the College is to offer subject area and general education courses leading to certificate and degrees in public safety education and training and allied disciplines.

In consideration of the foregoing Recitals, both parties agree to use good faith efforts to bring about the following transactions, as soon as possible:

SEP 28 2010 3:07

1. Establishment of an Education Center to Moreno Valley College at Ben Clark Public Safety Training Center: It is the intent of the District and College to apply to the California Post Secondary Education Commission and California Community College System Board of Governor's for the establishment of an education center at BCTC. In doing so, the following understandings are intended by both parties:
 - a. In seeking designation as an education center, the District and College will receive the following benefits in establishing an education center:
 - i. Eligibility and access to state Capital Outlay Funding.
 - ii. Separate allocation of operations funding support from the state.
 - b. Designation of an educational center to the College requires that conditions be met, including but not limited to the following:
 - i. Ownership or long term [99-year] lease of the site.
 - ii. Access to student services.
 - iii. On-site administration.
 - iv. Access to student population.
 - v. Offering of general education courses.
 - vi. Expected enrollment exceeding 500 full-time equivalent students, for a minimum three-year duration.
2. Property: The master plan for BCTC includes areas that are allocated to the specific training needs of the center, many which are highly specific to law enforcement or fire safety training needs and carry access restriction requirements. The master plan further specifies an area for general, student services and classrooms that is separate from the specific training and restricted access areas referred to RSO & LE Partners depicted on Exhibit "A", attached hereto this MOA.
 - a. It is the intent of the District to obtain a controlling interest by a long-term [99-year] lease of acreage within the general student services area to develop a facility by the District to accommodate the following: classrooms/facilities for fire, law enforcement, and general education; offices for instructional and student services staff, faculty offices, library space for public safety and general education students, and student services offices to house student services (including but not limited to counseling and student financial aid).
 - b. It is the intent of the County to facilitate a controlling interest in acreage, to be specified, to the District for the purposes of developing an education center facility at BCTC. The size and configuration of the property shall be formally identified in a subsequent transfer document.
 - c. Said acreage shall be generally accessible to student and potential students of public safety and general educational needs.
 - d. It is the intent of the District and College to design and develop a facility on the property to house an education center at BCTC. Said facility shall be designed and developed in coordination with the County. An agreement for development shall be a subsequent document to address elements such as site preparation, infrastructure and utility access, development design, parking and support elements, and other obligations.

3. Operational Understandings: It is understood by both parties that a public safety training center must be carefully planned and operated to assure appropriate access and operation to meet the needs and mission of all parties involved in the training center.
 - a. Joint Use Learning Center: Both parties agree that a joint use learning center is in the interest in advancing the partnerships of the County and District at BCTC and that an operation (joint use) agreement shall be formally identified in a subsequent document. A subsequent document shall address the following:
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 - iii. Joint use of library and digital resources.
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 - ii. District and College recognize that subject area and general education courses are structured to benefit the needs of public safety education students at BCTC .
 - iii. District and College recognize that students enrolled in the public safety education curriculum take a priority to education offerings at BCTC.
 - iv. Both parties agree that an operational agreement shall be developed as a subsequent document to address the following:
 1. Access to courses
 2. Course offerings
 3. Schedule for priority registration of public safety students
 4. Student support services
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4. Time is of the Essence. Both parties mutually agree that time is of the essence to carry out the elements described in this MOA.

This MOA is intended solely as a summary of the terms that are currently proposed by the County and District. Both County and District will be expending resources following the execution of a Letter of Intent and, accordingly, County and District have agreed pursuant to this MOA to act in good faith in furtherance of achieving their mutual intent. Notwithstanding the foregoing, if either County or District determines, in good faith, that the mutual intent cannot be achieved, then each part is and will be solely liable for all of its own fees, costs, and other expenses in conjunction with implementation of this MOA.

IN WITNESS WHEREOF, the duly authorized representative of each of the parties hereto has signed in confirmation of this Agreement on the dates indicated below.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Dated: 9/29/10

By: [Signature]
James L. Buysse, Vice Chancellor
Administration & Finance

COUNTY OF RIVERSIDE

Dated: SEP 28 2010

By: [Signature]
Marion Ashley, Chair
Riverside County Board of Supervisors

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

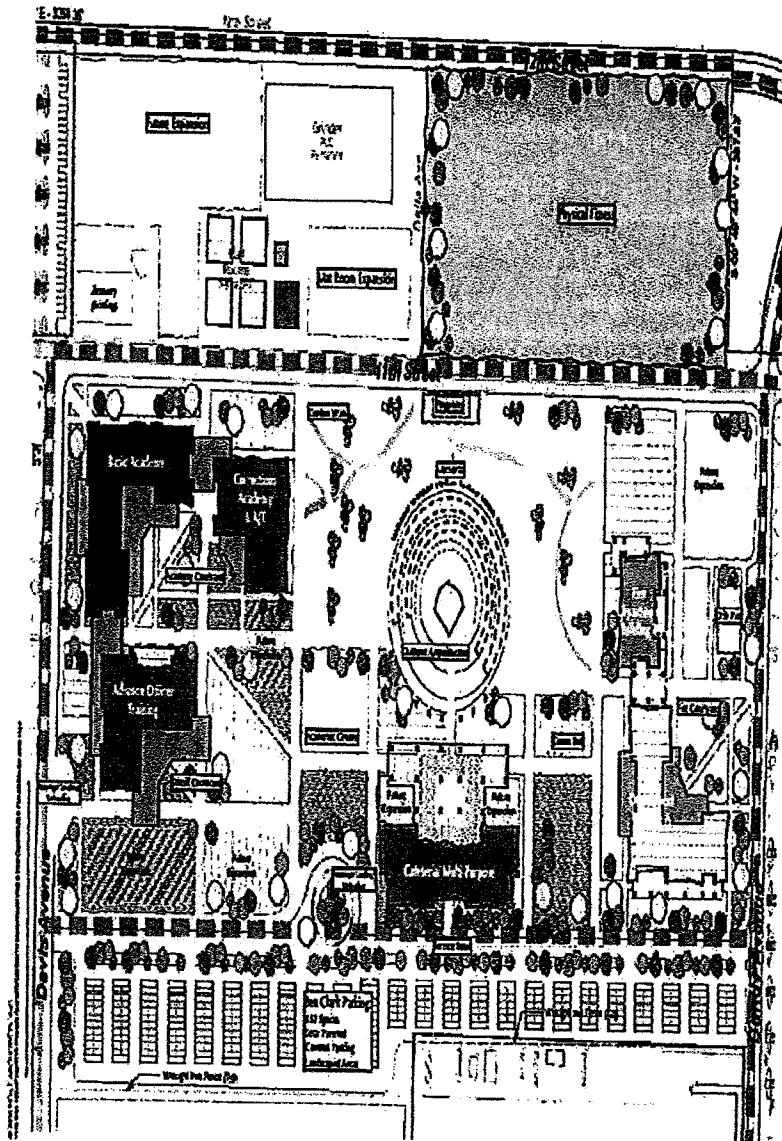
By: [Signature]
Deputy

FORM APPROVED COUNTY COUNSEL
BY [Signature] DATE 9/28/10
NAT R KIPNIS

leslie salas
is
sending
out for
signatures

SEP 28 2010 3:07

Exhibit "A"



	Classroom
	Training Vehicle
	Classroom
	Classroom
	Landscape

Ben Clark
 Public Safety Training
 Center
 1071 Davis Avenue
 Fremont CA 94558



Project Number: PS101E
 Date: October 21, 2003
 Scale: Not to Scale

Filing - 3172 sheets
 Option "E"
 Master Plan
 Micro Scale
 Schematic Design
 PS101E

Exhibit D



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

County of Riverside EDA
3403 10th Street, Suite 500
Riverside, CA 92501

Attn: Sue Anna Schatz

Your Reference No: 294-110-003,005

Property Address: MARIPOSA, Riverside Area, California

Our File No: 09304126 - 10
Title Officer: Chris Mazlar
e-mail: unit10@ltlc.com
Phone: (949) 724-3170
Fax: (949) 258-5740

PRELIMINARY REPORT

Dated as of October 6, 2011 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.

File No: 09304126

SCHEDULE A

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

ALTA Owners 2006 Policy

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 of the State of California

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 A: (294-110-003)

A portion of land lying in Section 28, Township 3 South, Range 4 West, San Bernardino Base and Meridian, in the County of Riverside, State of California, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast Quarter of Section 33, Township 3 South, Range 4 West, San Bernardino Base and Meridian, said point also being the centerline intersection of Nandina Avenue (60.00 feet wide) and Brown Street (60.00 feet wide) as shown on Subdivision Map of Upton Acres Number 2, filed in Book 14, Page 14 of Maps, records of the Recorder of Riverside County, California;
Thence along said centerline of Nandina Avenue, North 89° 42' 58" West, a distance of 2662.74 feet to the centerline intersection of said Nandina Avenue and Alexander Street (60.00 feet wide);
Thence North 00° 57' 39" East, a distance of 1447.44 feet;
Thence South 89° 02' 21" East, a distance of 745.33 feet;
Thence North 00° 57' 39" East, a distance of 2475.51 feet;
Thence North 00° 53' 27" East, a distance of 114.32 feet;
Thence North 89° 06' 33" West, a distance of 40.65 feet to the True Point of Beginning;
Thence North 44° 20' 00" West, a distance of 32.00 feet;
Thence South 45° 40' 00" West, a distance of 79.00 feet;
Thence South 44° 20' 00" East, a distance of 32.00 feet;
Thence North 45° 40' 00" East, a distance of 79.00 feet to the True Point of Beginning.

The bearing and distances used in the above description are based on the California coordinate System of 1983, Zone 6. Multiply the distances shown by 1.000072279 to obtain ground distances.

Also excepting therefrom reserving unto the grantor all oil, gas and other mineral resources of any kind or nature in the mineral estate of the property; provided, however, that such reservation shall not include the right of access to or any right to use any portion of the surface of the property as reserved in the deed from the United States of America, recorded May 28, 2001 as Instrument No. 2001-235686 of Official Records.

Parcel B: (294-130-008, 294-110-003, 005 and 295-020-005, 008)

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

All those portions of Lots 103, 104, and 105 in the Alessandro Tract, as per Plat recorded in Book 6, Page 13 of Maps, records of San Bernardino County and those portions of Lots 1 through 7, inclusive, and Lots 10 through 24, inclusive, Lots 31 through 38, inclusive, together with those portions of vacated Mariposa Avenue, Mead Street, Boulder Avenue, Alexander Street and Elsinore Road which would pass by operation of law, all within Upton Acres No. 2, as per Plat recorded in Book 14 of Maps, Page 14, records of Riverside County, and being within Sections 27, 28, 33 and 34, Township 3 South, Range 4 West, San Bernardino Base and Meridian, according to the Official Plat thereof, all of said land being in the County of Riverside, State of California, described as a whole as follows:

Commencing at the Northeast corner of the Southeast $\frac{1}{4}$ of said Section 33, said point also being the centerline intersection of Nandina Avenue (60.00 feet wide) and Brown Street (60.00 feet wide) as shown on Subdivision Map of Upton Acres Number 2, filed in Book 14, Page 14, of Maps, records of the recorder of Riverside County, California;
Thence along said centerline of Nandina Avenue North $89^{\circ} 42' 58''$ West, a distance of 2662.74 feet to the centerline intersection of Nandina Avenue and Alexander Street (60.00 feet wide);
Thence North $00^{\circ} 57' 39''$ East, a distance of 30.00 feet to a point of intersection with the Northerly right-of-way line of said Nandina Avenue, said point also being the true point of beginning;
Thence continuing North $00^{\circ} 57' 39''$ East, a distance of 1417.44 feet;
Thence South $89^{\circ} 02' 21''$ East, a distance of 1637.31 feet;
Thence North $00^{\circ} 53' 25''$ East, a distance of 1351.88 feet;
Thence South $88^{\circ} 51' 43''$ East, a distance of 1164.98 feet to a point of intersection with the West line of Parcel Map 22504, filed in Book 151, Pages 63 and 64 of Parcel Maps, records of the recorder of Riverside County, California;
Thence along said West line North $00^{\circ} 53' 58''$ East, a distance of 1443.48 feet;
Thence leaving said West line North $89^{\circ} 05' 31''$ West, a distance of 440.96 feet;
Thence North $00^{\circ} 49' 44''$ East, a distance of 387.80 feet;
Thence North $89^{\circ} 10' 16''$ West, a distance of 3268.11 feet;
Thence South $00^{\circ} 49' 44''$ West, a distance of 1720.00 feet;
Thence North $89^{\circ} 10' 16''$ West, a distance of 1740.00 feet to a point of intersection with the Easterly right-of-way line of Barton Road (44.00 feet half width) per document recorded September 22, 1972 as Instrument No. 127557, records of said recorder;

File No: 09304126

Thence along said Easterly right-of-way line South 00° 37' 32" West, a distance of 280.02 feet to an angle point in said right-of-way line;
Thence continuing along said right-of-way line South 00° 26' 27" West, a distance of 2615.30 feet to a point of intersection with a line being 30.00 feet North of and measured at right angles to the North line of the Southwest One-Quarter of said Section 33;
Thence South 89° 41' 53" East, on a line 30.00 feet Northerly of and parallel with said North line of the Southwest One-Quarter, a distance of 2621.72 feet to an angle point in said line;
Thence continuing on said parallel line South 89° 42' 57" East, a distance of 0.35 feet to the true point of beginning.

Excepting therefrom that portion of land lying in Section 28, Township 3 South, Range 4 West, San Bernardino Base and Meridian, known as Building 3404, and being more particularly described as follows:

Commencing at the Northeast corner of the Southeast One-Quarter of said Section 33, said point also being the centerline intersection of Nandina Avenue (60.00 feet wide) and Brown Street (60.00 feet wide) as shown on Subdivision Map of Upton Acres Number 2, filed in Book 14, Page 14 of Maps, records of the recorder of Riverside County, California;
Thence along said centerline of Nandina Avenue, North 89° 42' 58" West, a distance of 2662.74 feet to the centerline intersection of said Nandina Avenue and Alexander Street (60.00 feet wide);
Thence North 00° 57' 39" East, a distance of 1447.44 feet;
Thence South 89° 02' 21" East, a distance of 745.33 feet;
Thence North 00° 57' 39" East, a distance of 2475.51 feet;
Thence North 00° 53' 27" East, a distance of 114.32.00 feet;
Thence North 89° 06' 33" West, a distance of 40.65 feet to the true point of beginning;
Thence North 44° 20' 00" West, a distance of 32.00 feet;
Thence South 45° 40' 00" West, a distance of 79.00 feet;
Thence South 44° 20' 00" East, a distance of 32.00 feet;
Thence North 45° 40' 00" East, a distance of 79.00 feet to the true point of beginning.

Also Excepting therefrom reserving unto the grantor all oil, gas and other mineral resources of any kind or nature in the mineral estate of the property; provided, however, that such reservation shall not include the right of access to or any right to use any portion of the surface of the property as reserved in the deeds from the United States of America, recorded December 21, 1999 as Instrument No. 99-550370 and recorded January 6, 2000 as Instrument No. 2000-6655 both of Official Records.

Assessor's Parcel Number: 294-110-003; 294-110-005-2; 294-130-008-7; 295-020-005-1 and 295-020-008-4

SCHEDULE B – Section A

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may 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 of material not shown by the Public Records.

SCHEDULE B - Section B

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

- A. No taxes are due or payable at this time. Said Property is currently owned by a Governmental Agency.
- B. The lien of any special assessment or tax resulting from the inclusion of the property in a special assessment district or Mello-Roos Community Facilities District, which may exist by virtue of assessment maps or notices filed and/or recorded by any such district. Assessments, if any, arising from such assessment districts may be collected with the regular real property taxes.
- C. Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenue and Taxation Code of the State of California.
1. Water rights, claims or title to water, whether or not shown by the public records.
 2. An easement in favor of the public over any existing roads lying within said land.
 3. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Purpose: canals and flumes and pipe lines and the rights of way of the same
Recorded: September 5, 1905 in Book 208, Page 180 of Deeds
The exact location and/or extent of said easement is not disclosed in the public records.
 4. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Purpose: public roads and highway, for public utilities, for railroads and for pipe lines
Recorded: November 1, 1944 In Book 645, Page 477 of Official Records
The exact location and/or extent of said easement is not disclosed in the public records.
Said matter affects Parcel A
 5. The matters contained in a document entitled "Resolution Abandoning County Highways" recorded May 5, 1953 in Book 1468, Page 470 of Official Records.
Reference is made to said document for full particulars.

File No: 09304126

6. The fact that said land lies within the Santa Ana Watershed Benefit Assessment Area, as disclosed by document recorded June 10, 1991 as Instrument No. 193749 of Official Records.

Reference is made to said document for full particulars.

7. A document subject to all the terms, provisions and conditions therein contained.

Entitled: Retrocession of Legislative Jurisdiction California Government Code
Section 113
Dated: May 15, 1996
Executed by: Robert C. Hight, Executive Officer California State Lands
Commission
Recorded: May 17, 1996 as Instrument No. 184254 of Official Records

Reference is made to said document for full particulars.

Said matter affects Parcel B

8. Covenants, conditions and restrictions as set forth in the document

Recorded: December 21, 1999 as Instrument No. 1999-550370 and
January 6, 2000 as Instrument No. 2000-006655 both of Official
Records

This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that the covenant, condition or restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607 or (c) relates to a handicap but does not discriminate against handicapped people.

Among other things, said document provides for:

A) Reservations to the United States of America including Environmental Protection Agency (EPA) for access to, and use of utilities.

B) The property shall be used and maintained for law enforcement and emergency management response in perpetuity.

C) Right of Reverter to the United States upon breach of certain conditions.

The matters contained in a document entitled "Release and Cancellation of Easement" recorded September 12, 2006 as Instrument No. 2006-0671973 of Official Records.

Reference is made to said document for full particulars.

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

Recorded in Book 10B, Pages 9-12 inclusive, of Records of Survey

File No: 09304126

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

Recorded February 15, 2001 in Book 110, Pages 30-40 Records of Survey

Said matter affects Parcel B

11. Covenants, conditions and restrictions as set forth in the document

Recorded: May 29, 2001 as Instrument No. 2001-235686 of Official Records

This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that the covenant, condition or restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607 or (c) relates to a handicap but does not discriminate against handicapped people.

Said matter affects Parcel A

12. A document subject to all the terms, provisions and conditions therein contained.

Entitled: Covenant to Restrict Use of Property Environmental Restriction Parcel H-1A formerly known as March Air Force Base Riverside County, California 92518-1504

Dated: May 22, 2001

By and between: County of Riverside Sheriff's Department (the "Covenantor"), and by the Department of Toxic Substances Control (DTSC)(the "Covantee")

Recorded: May 29, 2001 as Instrument No. 2001-235687 of Official Records

Reference is made to said document for full particulars.

13. A document subject to all the terms, provisions and conditions therein contained.

Entitled: Department of the Air Force Utility Bill of Sale

Dated: September 26, 2002

By and between: United States of America, to the March Joint Powers Authority, a California joint powers agency and a Local Redevelopment Authority

Recorded: September 27, 2002 as Instrument No. 2002-538526 of Official Records

Reference is made to said document for full particulars.

Said matter affects Parcel B

File No: 09304126

14. A document subject to all the terms, provisions and conditions therein contained.

Entitled: Department of the Air Force Assignment of Easements
Dated: September 26, 2002
By and between: United States of America, acting by and through its Secretary of the Air Force ("Assignor"), and the March Joint Powers Authority, a California joint powers agency ("Assignee")
Recorded: September 27, 2002 as Instrument No. 2002-538527 of Official Records

Reference is made to said document for full particulars.

Said matter affects Parcel B

15. A document subject to all the terms, provisions and conditions therein contained.

Entitled: Department of the Air Force Assignment of Rights
Dated: September 26, 2002
By and between: United States of America, acting by and through its Secretary of the Air Force ("Assignor"), and the March Joint Powers Authority, a California joint powers agency ("Assignee")
Recorded: September 27, 2002 as Instrument No. 2002-538528 of Official Records

Reference is made to said document for full particulars.

Said matter affects Parcel B

16. A document subject to all the terms, provisions and conditions therein contained.

Entitled: Department of the Air Force License on Portions of the Former March Air Force Base
Dated: September 27, 2002
By and between: United States of America, acting by and through its Secretary of the Air Force ("Government"), and the March Joint Powers Authority, a California joint powers agency ("March JPA")
Recorded: October 23, 2002 as Instrument No. 2002-594952 of Official Records

Reference is made to said document for full particulars.

Said matter affects Parcel B

17. A document subject to all the terms, provisions and conditions therein contained.

Entitled: Assignment of License
Dated: September 27, 2002
By and between: March Joint Powers Authority, a California joint powers agency and Western Municipal Water District of Riverside County, a California municipal water district
Recorded: October 24, 2002 as Instrument No. 2002-600755 of Official Records

Reference is made to said document for full particulars.

Said matter affects Parcel B

File No: 09304126

18. A financing statement filed in the office of the County Recorder, showing:

Debtor: County of Riverside
Secured Party: LaSalle Bank National Association
Date: Not Set Out
Recorded: September 18, 2003 as Instrument No. 2003-727288 of Official Records
Property Covered: as shown therein

Said matter affects Parcel B

Said matter affects said land and other land

19. The fact that said land 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: March Joint Powers Authority Redevelopment Plan for the March Air Force Base Redevelopment Plan
Recorded: February 6, 2004 as Instrument No. 2004-0086467 of Official Records

20. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to: Western Municipal Water District of Riverside County
Purpose: a pipeline or pipelines for all purposes, together with any easement roads, appurtenances and communication cables specifically for system operations within the right-of-way, and for the ingress and egress
Recorded: July 23, 2004 as Instrument No. 2004-0572830 of Official Records
Affects: said land more particularly described therein.

Said matter affects Parcel B

21. A document subject to all the terms, provisions and conditions therein contained.

Entitled: Site and Facilities Lease
Dated: April 1, 2005
By and between: County of Riverside, Lessor, and County of Riverside Asset Leasing Corporation, Lessee
Recorded: April 29, 2005 as Instrument No. 2005-0342126 of Official Records

Reference is made to said document for full particulars.

Said matter affects Parcel B

Affects the herein-described land and other land

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

File No: 09304126

22. A document subject to all the terms, provisions and conditions therein contained.

Entitled: Sublease and Option to Purchase
Dated: April 1, 2005
By and between: County of Riverside Asset Leasing Corporation, Sublessor, and
County of Riverside, sublessee
Recorded: April 29, 2005 as Instrument No. 2005-0342127 of Official Records

Reference is made to said document for full particulars.

Said matter affects Parcel B

Affects the herein-described land and other land.

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

23. A document subject to all the terms, provisions and conditions therein contained.

Entitled: Assignment Agreement (Capital Improvements Project 2005 Series
A)
Dated: April 1, 2005
By and between: County of Riverside Asset Leasing Corporation and Wells Fargo
Bank, National Association as Trustee
Recorded: April 29, 2005 as Instrument No. 0342128 of Official Records

Reference is made to said document for full particulars.

Said matter affects Parcel B

24. A document subject to all the terms, provisions and conditions therein contained.

Entitled: Infrastructure Easement Agreement
Dated: May 10, 2006
By and between: March Joint Powers Authority, a joint powers authority established
pursuant to the laws of the State of California ("Grantor"), and
Southern California Edison Company, a corporation ("Grantee")
Recorded: October 27, 2006 as Instrument No. 2006-0791241 of Official
Records

Reference is made to said document for full particulars.

Said matter affects Parcel B

The matters contained in a document entitled "Quitclaim Deed (Easement)" recorded February 4, 2008 as Instrument No. 2008-0055601 of Official Records.

Reference is made to said document for full particulars.

25. The fact that said land 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: March Joint Powers Redevelopment Agency
Recorded: June 11, 2007 as Instrument No. 2007-0380610 of Official Records

File No: 09304126

26. A document subject to all the terms, provisions and conditions therein contained.

Entitled: Infrastructure Easement Agreement
Dated: February 21, 2007
By and between: March Joint Powers Authority and Southern California Edison
Company, a California Corporation
Recorded: March 21, 2008 as Instrument No. 2008-0140918 of Official
Records

Reference is made to said document for full particulars.

27. Lack of a right of access to and from the land.

Said matter affects Parcel A

28. Matters which may be disclosed by an inspection or by a survey of said land that is satisfactory to this Company, or by inquiry of the parties in possession thereof.

29. Any rights, interests or claims of the parties in possession of said land, including but not limited to those based on an unrecorded agreement, contract or lease.

This Company will require that a full copy of any unrecorded agreement, contract or lease be submitted to us, together with all supplements, assignments and amendments, before any policy of title insurance will be issued.

30. Any easements not disclosed by those public records which impart constructive notice and which are not visible and apparent from an inspection of the surface of said land.

31. 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.

END OF SCHEDULE B EXCEPTIONS

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

File No: 09304126

REQUIREMENTS SECTION:

REQ NO.1: The Company will require a statement of information from the parties named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matters which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon.

Parties

Buyers/Sellers

File No: 09304126

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.

WIRING INSTRUCTIONS FOR THIS OFFICE ARE:

Wells Fargo Bank
420 Montgomery Street
San Francisco, CA 94104
Phone: (888) 384-8400
ABA #121000248
Credit To: Lawyers Title Company - Commercial Services
Account #4122109614

RE: 09304126 903 - CMC

PLEASE INDICATE COMMONWEALTH LAND TITLE COMPANY ESCROW OR TITLE ORDER NUMBER

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.

File No: 09304126

NOTE NO. 4 THIS COMPANY REQUIRES CURRENT BENEFICIARY DEMANDS PRIOR TO CLOSING. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:

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

Typist: tga

Date Typed: October 18, 2011

ATTACHMENT ONE

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

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

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

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date

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

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.

3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date—unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date—this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A
 - or
 - in streets, alleys, or waterways that touch your land

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

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.
4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records

ATTACHMENT ONE
(Continued)

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

SCHEDULE B, PART I
EXCEPTIONS FROM COVERAGE

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

PART I

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

ATTACHMENT ONE
(CONTINUED)

FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH A.L.T.A. ENDORSEMENT—FORM 1 COVERAGE
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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) 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 (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein

as to assessments for street improvements under construction or completed at 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.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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) which arise by reason of

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

ATTACHMENT ONE
(CONTINUED)

2006 AMERICAN LAND TITLE ASSOCIATION 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

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

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

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) 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 estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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) 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, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

ATTACHMENT ONE
(CONTINUED)

2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

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

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

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. Land use
 - d. Improvements on Land
 - e. land division
 - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date. This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
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 apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records.
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear 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.d., 22, 23, 24 or 25.
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 18.

LIMITATIONS ON COVERED RISKS

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

- For Covered Risk 14, 15, 16, and 18, 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 14:	1.00% of Policy Amount or <u>\$2,500.00</u> (whichever is less)	<u>\$10,000.00</u>
Covered Risk 15:	1.00% of Policy Amount or <u>\$5,000.00</u> (whichever is less)	<u>\$25,000.00</u>
Covered Risk 16:	1.00% of Policy Amount or <u>\$5,000.00</u> (whichever is less)	<u>\$25,000.00</u>
Covered Risk 18:	1.00% of Policy Amount or <u>\$2,500.00</u> (whichever is less)	<u>\$5,000.00</u>

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
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, 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, 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

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

LIMITATIONS ON COVERED RISKS

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

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

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

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount Shown in Schedule A or \$ 2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18: 1% of Policy Amount Shown in Schedule A or \$ 5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19: 1% of Policy Amount Shown in Schedule A or \$ 5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21: 1% of Policy Amount Shown in Schedule A or \$ 2,500.00 (whichever is less)	\$ 5,000.00

ATTACHMENT ONE
(CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
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 zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas 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 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. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records a Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this 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) 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 damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under

Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
(e) resulting in loss or damage which 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 the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth-in-lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. 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 limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy

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

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;

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- (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.



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

File No. 09304126

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

CLTC - Commonwealth Land Title Company

FNF Underwriter

CLTIC - Commonwealth Land Title Insurance Co.

Available Discounts

FEE REDUCTION SETTLEMENT PROGRAM (CLTC and CLTIC)

Eligible customers shall receive a \$20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in The People of the State of California.

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 (CLTC and CLTIC)

File No: 09304126

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.

CLTC Discount Notice

Mod. 1/10/2010



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

Order No: 09304126

"Notice to Customers"
(Involves Residential Real Property in California ONLY)

You may be entitled to receive a \$20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts, however, the maximum discount that can be given in this transaction shall be equal to \$100 (5 x \$20).

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is subject of your current transaction, you must - prior to the close of the current transaction - inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company if the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you qualify for a discount which is subject to other terms and conditions.

Name: _____

Address: _____

Telephone No: _____

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295-02

T.R.A. 9808

N1/2 SEC. 33, T.3S.R.4W.

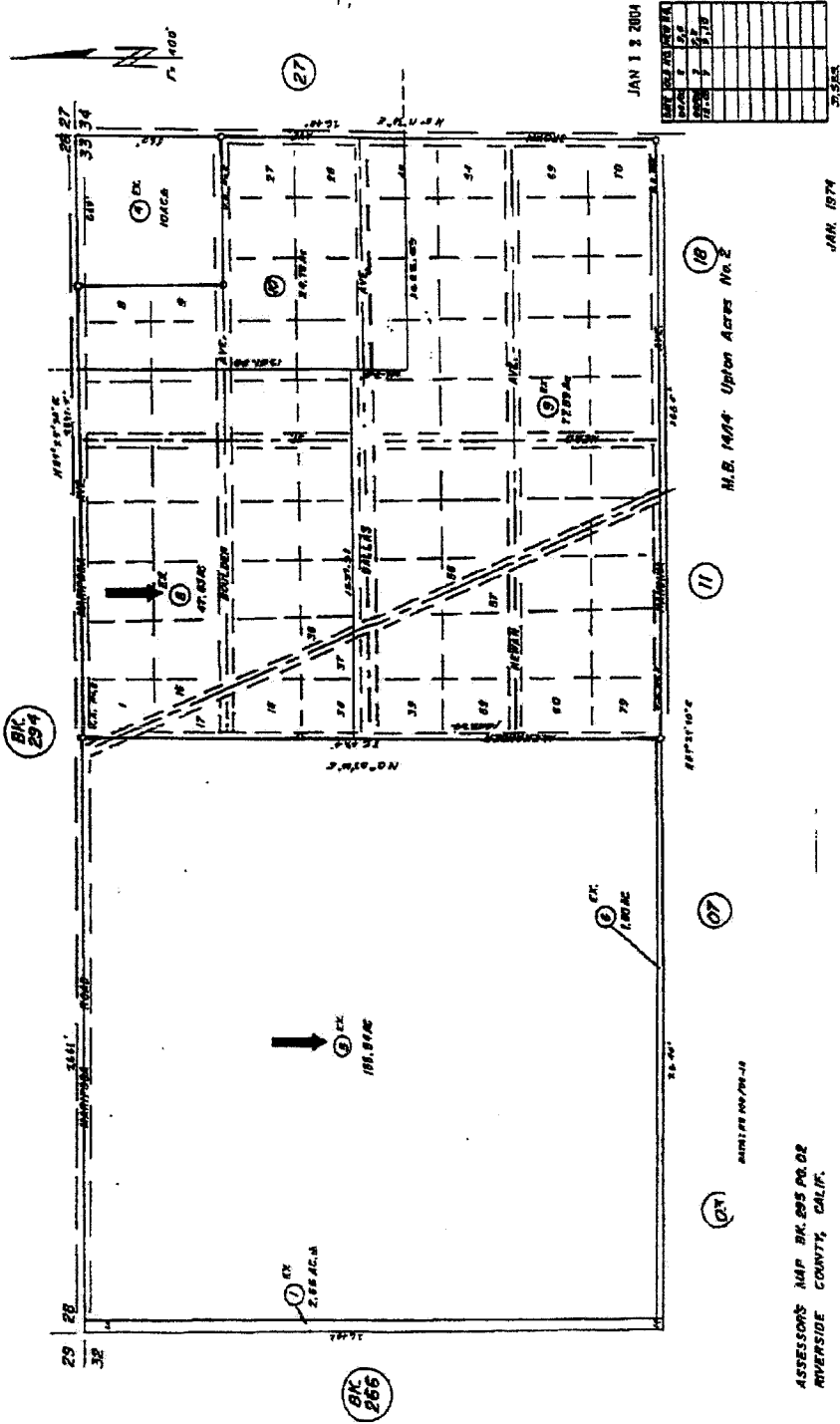


EXHIBIT "E"
SCHEDULE PERFORMANCE MEASURES

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EXHIBIT "E"
SCHEDULE - PERFORMANCE MEASURES

It is understood and agreed to by the County of Riverside and Riverside Community College District, that the following Performance Measures are applied to the Ground Lease Agreement.

1. **Approval of District's Facilities Plan:** Prior to the submission on an initial Project Proposal (IPP) to the State Chancellor's Office by the District, that all parties to the Ground Lease Agreement shall have the right to review and approve the District's facilities plan for the leased property. Acceptance and approval of said IPP by the County should not unreasonably withheld. Once an IPP is submitted to the State Chancellor's office no additional changes or approvals shall be made.
2. **Utility and Infrastructure Study/Agreement:** At the time of Final Project Proposal (FPP) to the State Chancellor's Office, the District shall conduct, in consultation with the County, a utility and infrastructure study to determine the District's fair share of utility infrastructure obligation and requirements. An agreement for the prorated share of the District's fair share of utility and infrastructure requirements shall be entered into prior to the submission of construction plans in to the Division of State Architects.
3. **Maintenance and Operation Agreement:** Prior to occupancy of the facility under the Lease Agreement, the County and District shall enter in a Maintenance and Operation Agreement to address, maintenance of the facility and the site, including but not limited to the parking lot, landscaping, site lighting, facility utilities, facility maintenance and any other element appropriate by both parties.
4. **Performance Timeline:**
 - a. Submittal of an initial project Proposal (IPP): June 1, 2013
 - b. Submittal of the FFP to state Chancellor's office by District: June 1, 2014
 - c. District ranked for project funding by state: June 1, 2017
 - d. Project funded by and approved state bond by: January 1, 2022
 - e. Planning, construction and occupancy of building by: December 31, 2025