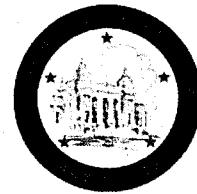


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 19.2  
(ID # 10731)

**MEETING DATE:**

Tuesday, October 22, 2019

**FROM:** ECONOMIC DEVELOPMENT AGENCY (EDA) AND PURCHASING AND FLEET  
DEPARTMENT:

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA) AND PURCHASING AND FLEET  
DEPARTMENT: Public Hearing for the Bid Opening and Oral Bidding for the Sale  
of Real Property Located in the City of Jurupa Valley, County of Riverside,  
California; Adoption of Resolution No. 2019-197, Acceptance of the Highest Bid  
and Authorization to Sell Real Property Located in the City of Jurupa Valley,  
County of Riverside, State of California; Approval of Offer and Agreement to  
Purchase Real Property; Assessor's Parcel Numbers 179-300-001, 179-300-002,  
179-300-003, 179-300-004, 179-300-005, 179-300-006, 179-300-007, 179-300-  
008, 179-300-009, 179-300-010, 179-300-013, 179-300-014, 179-300-015, 179-  
300-016, 179-300-017, 179-300-018, 179-300-019, and 179-300-020 CEQA  
Exempt; District 2, [\$49,000 - 100% Sale Proceeds] (Clerk to Post Notice of  
Exemption)

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

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

**ACTION:** Policy, 4/5 Vote Required, CIP

Robert Field, Assistant County Executive Officer/ECD

9/5/2019

Teresa Summers, Director of Purchasing

10/9/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Washington and duly carried, IT WAS ORDERED that item 4(b) is approved as recommended to reject all bids and authorize EDA – Real Estate to continue to market the subject Property for sale and return to the Board for consideration of any reasonable offer.

Ayes: Jeffries, Washington, Perez and Hewitt  
Nays: Spiegel  
Absent: None  
Date: October 22, 2019  
xc: EDA

Kecia R. 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:

2. Conduct a public hearing on October 22, 2019, to open written bids and call for oral bidding for certain real property located in the City of Jurupa Valley in the County of Riverside, California, Assessor's Parcel Numbers 179-300-001, 179-300-002, 179-300-003, 179-300-004, 179-300-005, 179-300-006, 179-300-007, 179-300-008, 179-300-009, 179-300-010, 179-300-013, 179-300-014, 179-300-015, 179-300-016, 179-300-017, 179-300-018, 179-300-019, and 179-300-020;
  
3. At the close of the public hearing accept one bid or reject all bids, or continue the matter for further consideration;
  
4. Acceptance of Highest Bid, Authorization to Sell and Approval of Agreement – Optional Motions for the Board's Selection:
  - a. In the event that the Board desires to accept the highest bid, adopt Resolution No. 2019-197, Acceptance of Highest Bid and Authorization to Sell Real Property Located in the City of Jurupa Valley, County of Riverside, State of California; Approval of Offer and Agreement to Purchase Real Property; Assessor's Parcel Numbers 179-300-001, 179-300-002, 179-300-003, 179-300-004, 179-300-005, 179-300-006, 179-300-007, 179-300-008, 179-300-009, 179-300-010, 179-300-013, 179-300-014, 179-300-015, 179-300-016, 179-300-017, 179-300-018, 179-300-019, and 179-300-020, to authorize the sale and approve the agreement with the successful bidder to move forward with the sales transaction;  
OR
  - b. In the event that no bids are received or the Board rejects all bids, the Board authorizes EDA – Real Estate to continue to market the subject Property for sale and return to the Board for consideration of any reasonable offer;
  
5. If an offer is accepted by the Board of Supervisors during the public hearing, reimburse the Real Estate Division of the Economic Development Agency in an amount not to exceed \$49,000 from proceeds of the sale of this property; and
  
6. Direct the Clerk of the Board to submit the Notice of Exemption to the County Clerk for posting within five days of approval of this project.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 49,000	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% Sale Proceeds			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	2019/20

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

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

**BACKGROUND:**

**Summary**

On August 6, 2019 (M.O. #3.12), the Board of Supervisors adopted Resolution No. 2019-171, Declaration of Surplus Real Property and Notice of Intention to Set Public Hearing for the Sale of Real Property Located in the City of Jurupa Valley in the County of Riverside, State of California, identified as Assessor's Parcel Numbers 179-300-001, 179-300-002, 179-300-003, 179-300-004, 179-300-005, 179-300-006, 179-300-007, 179-300-008, 179-300-009, 179-300-010, 179-300-013, 179-300-014, 179-300-015, 179-300-016, 179-300-017, 179-300-018, 179-300-019, and 179-300-020 (collectively, the "Property"), declaring the Property to be surplus property and invited bids to acquire the Property at the date set for the bids to be reviewed and considered by the Board.

The Property consists of approximately 5.48 acres of land, containing an approximately 44,738 square foot office/warehouse building, improved with two 12,000 gallon fuel tanks / pumping station, a car wash structure, carport parking areas with solar panels on the roof and together with all other improvements situated thereon, commonly known as 5293 Mission Boulevard, Jurupa Valley, California. A recent and independent appraisal was conducted and found the current fair market value of the Property to be \$10,200,000 and the minimum bid is set at this same current fair market value.

The Fleet Service Department ("Fleet") has consolidated its Jurupa Valley Fleet operations at the Property to other Fleet locations in an effort to pursue cost savings. Fleet has requested that this location be declared surplus and sold. The Property has been determined to be no longer needed for County use or purposes, and it is recommended that the Property be sold in accordance with Government Code Sections 25520 et seq. as required by law. The terms and conditions of the sale are contained within Resolution No. 2019-171 and the bid forms ("Bid Forms"). In order to initiate this process, the Board adopted Resolution No. 2019-171 to provide the statutory notice of the Board's intention to sell the Property and to facilitate the sale by inviting bids from prospective buyers and setting a date for the public bidding process to occur.

In accordance with Government Code section 54222, public agencies and all County departments were notified in writing regarding this offer to sell the Property. The County received a non-binding letter of intent to purchase from a local government entity in November 2018. The County began good faith negotiations and the processing of the sale to the entity; however, EDA then received notice in June 2019 that the entity had decided not to proceed with the purchase. No other agencies or departments indicated interest to purchase the Property during the requisite sixty day period under Government Code section 54222. As a result, the County adopted Resolution No. 2019-171 and set the public hearing for the sale of the Property for September 17, 2019. Pursuant to M.O. #19.1 of the September 17, 2019 Board meeting, the County moved the public hearing date to October 22, 2019.

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

For efficiency in the public bidding process, after all the bids, both written and oral, have been reviewed and considered by the Board, the Board may choose to accept the highest bid, authorize to sell the Property, approve the agreement for the purchase and sale of the Property and authorize the Chairman of the Board to execute the agreement and the deed at the close of the public hearing. In the event that no bids are received or the Board desires to reject all the bids reviewed and considered, the Board may authorize EDA/Real Estate Division to continue to market this Property for sale and return to the Board with any reasonable offer.

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

Resolution No. 2019-197, the Offer and Agreement to Purchase Real Property, and Grant Deed have been approved as to form by County Counsel.

**Impact on Citizens and Businesses**

The surplus sale of the Property will benefit the citizens and businesses by returning this public property back to private use and purpose. This surplus sale will allow the Property to generate both sales and property tax revenue and may allow for the creation of new jobs.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The EDA/Real Estate Division will be reimbursed for any and all costs associated with the sale of this Property, as itemized below, through the gross proceeds of this sale. No net county costs will be incurred and no budget adjustment is necessary. The sale of this Property is expected to generate approximately \$10,200,000 and will be used to eliminate the bond debt that currently encumbers this Property. Once the sale of the Property takes place and the bond debt is retired, Fleet Services is expected to realize an annual cost savings of approximately \$1 million per annum.

(Minimum Bid)	\$ 10,200,000
Advertising Costs	\$ 1,500
Title	\$ 500
Appraisal Costs	\$ 5,000

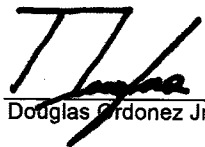
**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

EDA Staff Time Costs	\$ 30,000
County Counsel Costs	\$ 12,000
<b>Total Estimated Net Proceeds</b>	<b>\$ 10,151,000</b>

**Attachments:**

- Aerial Image
- Resolution No. 2019-197
- Bid Form
- Offer and Agreement to Purchase Real Property
- Notice of Exemption

RF:HM:VY:SG:CAO:jb 342FM  
Minute Traq ID: 10731

  
\_\_\_\_\_  
Douglas Ardonez Jr. 10/15/2019

  
\_\_\_\_\_  
Gregory V. Priamos, Director County Counsel 10/9/2019

2 **Resolution Number 2019-197**

3 **Acceptance of the Highest Bid and Authorization to Sell Real Property**

4 **Located in the City of Jurupa Valley, County of Riverside, State of California; Approval**  
5 **of Offer and Agreement to Purchase Real Property; Assessor's Parcel Numbers**  
6 **179-300-001, 179-300-002, 179-300-003, 179-300-004, 179-300-005, 179-300-006,**  
7 **179-300-007, 179-300-008, 179-300-009, 179-300-010, 179-300-013, 179-300-014,**  
8 **179-300-015, 179-300-016, 179-300-017, 179-300-018, 179-300-019, and 179-300-020**

9  
10 **WHEREAS**, the County of Riverside ("County") owns certain real property consisting of  
11 approximately 5.48 acres of land, containing an approximately 44,738 square foot  
12 office/warehouse building, improved with two (2) 12,000 gallon fuel tanks / pumping station, a  
13 car wash structure, carport parking areas with solar panels on the roof and together with all other  
14 improvements situated thereon, commonly known as 5293 Mission Boulevard, Jurupa Valley,  
15 California, (the "Property") more particularly legally described in Exhibit "A", attached hereto and  
16 by this reference incorporated herein; and,

17 **WHEREAS**, on August 6, 2019, the Property was declared as surplus real property and  
18 the notice of intention to sell the Property was directed to be posted and published pursuant to  
19 Government Code Sections 25528 and 6063 and a date was set for conducting the public sale  
20 in a public hearing of the Board of Supervisors for the County of Riverside; and,

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

FORM APPROVED COUNTY COUNSEL  
BY: THOMAS OH  
DATE 10/8/19

1           **WHEREAS**, the Board of Supervisors desires to authorize the sale of the Property,  
2 approve the Offer and Agreement to Purchase Real Property with the successful bidder who  
3 submitted the highest bid that was accepted by the Board and authorize the Chairman to execute  
4 the Agreement and Grant Deed on behalf of the County; now, therefore,

5           **BE IT RESOLVED, DETERMINED, AND ORDERED** by the Board of Supervisors of the  
6 County of Riverside County ("Board"), at the close of conducting the public hearing for the public  
7 bidding to sell the Property, assembled on or after October 22, 2019 at 9:30 a.m. or soon  
8 thereafter, that it hereby finds the sale of the Property as categorically exempt from CEQA under  
9 State CEQA Guidelines Section 15312, Surplus Government Property Sales Exemption, and  
10 Section 15061 (b)(3), General Rule or "Common Sense" Exemption, accepts the highest bid and  
11 authorizes the sale of the Property to the highest bidder who was accepted by the Board ("Buyer")  
12 in accordance with the terms and conditions provided in that certain Offer and Agreement to  
13 Purchase Real Property and the following:

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

1 matters concerning zoning, availability of public utility services or suitability for the  
2 purpose in which the Buyer may wish to use the Property.

3 7) Title insurance shall be at the option of the Buyer and Buyer's sole cost and expense.

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

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

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

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

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28 CO:ar/082019/342FM/20.739



## EXHIBIT "A"

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

PARCEL 1: (APN 179-300-008)

Lots 8 and 9 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California;

Also, the Southwesterly rectangular 25 feet of Lots 53 and 54 of Rubidoux Vista Tract, as shown by said Map;

Excepting from said Lots 8 and 9 the Southwesterly 37 feet thereof, as deeded to the State of California for highway purposes.

PARCEL 2: (APN 179-300-009; 010; 019; 020)

Lots 50, 51, the Northeasterly 113 feet of Lot 10 and the Northeasterly 113 feet of Lot 11 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California.

PARCEL 3: (APN 179-300-013; 014)

Lots 53 and 54 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California.

Excepting therefrom the Southwesterly rectangular 25 feet thereof.

PARCEL 4: (APN 179-300-007)

Lots 7 and 55 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California;

Except therefrom the Southwesterly 37 feet of said Lot 7.

PARCEL 5: (APN 179-300-005)

Lot 5 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California;

Except the Southwesterly 37 feet as deeded to the State of California by deed recorded August 23, 1940 as Instrument No. 3411.

PARCEL 6: (APN 179-300-006)

Lot 6 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California;

Except the Southwesterly 37 feet as deeded to the State of California by Deed recorded August 22, 1940 in Book 471, Page 365 of Official Records.

PARCEL 7: (APN 179-300-016)

Lot 56 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California.

PARCEL 8: (APN 179-300-001)

Lot 1 of Rubidoux Vista Tract, in the County Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California;

Excepting therefrom that portion conveyed to the State of California for highway purposes by Deed recorded September 10, 1940 as Instrument No. 395 of Official Records of Riverside County, California, described as follows:

Beginning at the Southwest corner of said Lot 4;

Thence North  $32^{\circ}13'$  East 37 feet on the Northwesterly line of said Lot 4;

Thence South  $57^{\circ}47'$  East 32.48 feet;

Thence South  $58^{\circ}17'$  East, 327.34 feet to a point in the Southeasterly line of said Lot 1, distance thereon North  $37^{\circ}41'$  East, 40.03 feet from the Southeast corner of said Lot 1;

Thence South  $37^{\circ}41'$  West, 40.03 feet on said Southeasterly line to said Southeast corner of said Lot 1;

Thence North  $57^{\circ}47'$  West, 356 feet on the Southwesterly line of said Lots 1 to 4 inclusive, to the point of beginning.

PARCEL 9: (APN 179-300-002; 003; 004; 015; 017; 018)

Lots 2, 3, 4, 57, 58 and 59 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California;

Excepting therefrom said Lots 2, 3 and 4, that portion described as follows:

Beginning at the most Westerly corner of said Lot 4;

Thence along the Northwesterly line thereof, North  $32^{\circ}13'00''$  37 feet;

Thence leaving said Northwesterly line South  $57^{\circ}47'00''$  East 32.48 feet;

Thence South  $58^{\circ}17'00''$  East, 327.34 feet to a point on the Southeasterly line of Lot 1 of said Map;

Thence along said Southeasterly line, South  $37^{\circ}41'00''$  West 40.03 feet to the most Southerly corner of said Lot 1;

Thence along the Southwesterly lines of said Lots 1, 2, 3 and 4, North  $57^{\circ}47'00''$  West 356.00 the point of beginning.



**Legend**  
[Symbol] SUBJECT PROPERTY

**Fleet Surplus**  
5293 Mission Blvd.  
Junipero Valley, CA 92508

Google Earth  
© 2008



## NOTICE OF EXEMPTION

August 28, 2019

**Project Name:** County of Riverside, Economic Development Agency (EDA) Public Hearing for the Bid Opening and Oral Bidding for the Sale of Real Property Located in the City of Jurupa Valley, County of Riverside, California; Resolution No. 2019-197, Acceptance of the Highest Bid and Authorization to Sell Real Property; Approval Offer and Agreement to Purchase Real Property

**Project Number:** FM0417200342

**Project Location:** 5293 Mission Boulevard, west of Crestmore Road, Jurupa Valley, California, 92509; Assessor's Parcel Numbers (APNs) 179-300-001, 179-300-002, 179-300-003, 179-300-004, 179-300-005, 179-300-006, 179-300-007, 179-300-008, 179-300-009, 179-300-010, 179-300-013, 179-300-014, 179-300-015, 179-300-016, 179-300-017, 179-300-018, 179-300-019, and 179-300-020; (See Attached Exhibit)

**Description of Project:** On August 6, 2019, the Board of Supervisors adopted Resolution No. 2019-171, Declaration of Surplus Real Property and Notice of Intention to Set Public Hearing for the Sale of Real Property Located in the City of Jurupa Valley in the County of Riverside, State of California, identified as APNs 179-300-001, 179-300-002, 179-300-003, 179-300-004, 179-300-005, 179-300-006, 179-300-007, 179-300-008, 179-300-009, 179-300-010, 179-300-013, 179-300-014, 179-300-015, 179-300-016, 179-300-017, 179-300-018, 179-300-019, and 179-300-020 (Property), declaring the real property to be surplus property and invited bids to acquire the Property at the date set for the bids to be reviewed and considered by the Board.

The subject Property consists of approximately 5.48 acres of land, containing an approximately 44,738 square foot office/warehouse building, improved with two 12,000 gallon fuel tanks / pumping station, a car wash structure, carport parking areas with solar panels on the roof and together with all other improvements situated thereon, commonly known as 5293 Mission Boulevard, Jurupa Valley, California.

The Fleet Service Department has consolidated its Jurupa Valley Fleet operations at the Property to other Fleet locations in an effort to pursue cost savings. Fleet has requested that this location be declared surplus and sold. The Property has been determined to be no longer needed for County use or purposes and it is recommended that the Property be sold in accordance with Government Code Sections 25520 et seq. as required by law. Also, this action will facilitate the sale to invite bids from prospective buyers and sets a date for the public bidding process to occur. An independent appraisal was conducted and found the current fair market value of the Property to be \$10,200,000 and the minimum bid will be set at this same current fair market value. The approval to auction the Property for sale does not require any construction activity, change in use, or any other condition that may lead to a direct or indirect physical environmental impact at this time. The approval to auction the Property and subsequent sale is the proposed project under the California Environmental Quality Act (CEQA).

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

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

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6686

[www.co.riverside.ca.gov](http://www.co.riverside.ca.gov)

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

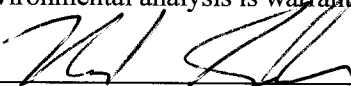
Parking  
Project Management  
Purchasing Group  
Real Property  
Redevelopment Agency  
Workforce Development

**Exempt Status:** State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 15301.

**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 a reasonable possibility of having a significant effect on the environment due to unusual circumstances. 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 auction and sale of the Property.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to the sale of real Property by the County through an auction. The transfer of Property to the highest bidder would not result in any change in use, and would not increase or expand the use of the site; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – "Common Sense" Exemption:** The sale is exempt pursuant to State CEQA Guidelines Section 15061(b) (3). 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 auction and sale of Property is an administrative function, and would not result in any direct physical environmental impacts. The primary indirect impact of the sale would result in a different occupant owning an existing building. It is not anticipated that any change in use or substantial increase in capacity would occur from the sale. Should any future physical changes in use be contemplated by the new owner, additional CEQA review would be required and the potential environmental effects would be analyzed as part of future discretionary action. 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 exemption 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: 8/28/19

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

RIVERSIDE COUNTY CLERK & RECORDER

AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER

**Project Name: Sale of Surplus Property through Auction, Jurupa Valley, California**

**Accounting String: 524830-47220-7200400000 - FM0417200342**


DATE: August 28, 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: Craig Olsen, Supervising Real Property Agent, Real Estate Division, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: August 28, 2019

To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk

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

Subject: **County of Riverside Economic Development Agency Project # FM0417200342**  
Sale of Surplus Property through Auction, Jurupa Valley, California

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

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

**Mail Stop #1330**

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

**Economic Development Agency,**

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

**If you have any questions, please contact Mike Sullivan at 955-8009 or email at [msullivan@rivco.org](mailto:msullivan@rivco.org).**

Attachment

cc: file

SERIAL NO. 342FM-

BID FORMS

FOR

THE SALE OF REAL PROPERTY

LOCATED IN THE CITY OF JURUPA VALLEY

ASSESSOR'S PARCEL NUMBERS 179-300-001, 179-300-002, 179-300-003, 179-300-004,  
179-300-005, 179-300-006, 179-300-007, 179-300-008, 179-300-009, 179-300-010, 179-300-  
013, 179-300-014, 179-300-015, 179-300-016, 179-300-017, 179-300-018, 179-300-019, and  
179-300-020.

Proposal to Purchase Real Property in the City of Jurupa Valley  
9:30 a.m., October 22, 2019

COUNTY OF RIVERSIDE

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BOARD OF SUPERVISORS  
County Administrative Center  
Post Office Box 1359  
4080 Lemon Street  
Riverside, California 92502-1359



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**SECTION A**

**RESOLUTION NO. 2019-171  
DECLARATION OF SURPLUS REAL PROPERTY AND  
NOTICE OF INTENTION TO SET PUBLIC HEARING FOR THE SALE OF REAL PROPERTY  
LOCATED IN THE CITY OF JURUPA VALLEY,  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
ASSESSOR'S PARCEL NUMBERS 179-300-001, 179-300-002, 179-300-003, 179-300-004,  
179-300-005, 179-300-006, 179-300-007, 179-300-008, 179-300-009, 179-300-010, 179-300-013,  
179-300-014, 179-300-015, 179-300-016, 179-300-017, 179-300-018, 179-300-019,  
and 179-300-020**

**COPY OF ADOPTED RESOLUTION FOLLOWS:**

## INSTRUCTIONS TO BIDDER

1. Bids are to be made only on the basis of Resolution No. 2019-171, Declaration of Surplus Real Property and Notice of Intention to Set Public Hearing for the Sale of Real Property located in the City of Jurupa Valley in the County of Riverside, State of California, Assessor's Parcel Numbers 179-300-001, 179-300-002, 179-300-003, 179-300-004, 179-300-005, 179-300-006, 179-300-007, 179-300-008, 179-300-009, 179-300-010, 179-300-013, 179-300-014, 179-300-015, 179-300-016, 179-300-017, 179-300-018, 179-300-019, and 179-300-020 (for the "Property"). A bidder shall not be relieved of his bid nor shall any change be made in his bid because of mistakes.
2. The submittal of a bid shall be deemed evidence that the bidder has carefully examined the laws relating to County property, inspected the site, examined these instructions and is fully aware of the responsibilities of the bidder.
3. Bids should be plainly marked on the outside of a sealed envelope: "Proposal to Purchase Real Property located in the City of Jurupa Valley - 9:30 a.m., October 22, 2019."
4. Any bids may be withdrawn at any time prior to the hour fixed for the receipt of bids, provided that a request in writing, executed by the bidder, or his duly authorized representative for the withdrawal of such bid is submitted to and filed with the Clerk of the Board. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid prior to the time and date set for the receipt of bids.
5. The County reserves the right to seek supplementary information from any bidder at any time between the dates of bid submission and the bid acceptance. Bidders must be prepared to submit proof of funds in order to complete this transaction and any other information required.
6. The right to reject any and all bids, both written and oral, and to withdraw the property from sale is reserved, the offer to sell real property is not binding on County or the successful bidder until final acceptance by the Board of Supervisors.
7. Award of this sale, if it is awarded, will be to the "Highest Responsible Bidder", whose proposal complies with all requirements prescribed herein. In the selection of the "Highest Responsible Bidder", the following factors will be taken into consideration:
  - (1) The bidder's experience, reputation and business background;
  - (2) Ability and willingness to perform;
  - (3) Credit standing; and/or
  - (4) The highest purchase price offered and the highest down payment offered.
8. A bidder shall be required to submit all the documents, including the Offer and Agreement to Purchase Real Property ("Agreement"), in the bid forms package, completed and duly executed by the bidder and real estate agent, if applicable, with the requisite Deposit. In the event that the Board accepts the highest bid, the Board may authorize the sale and approve the Agreement and authorize the Chairman to execute the Agreement and the Grant Deed on the same date that the public hearing is conducted to hold the public sale of the Property.

9. The Title Company shall be selected by the County. The escrow shall close, title shall pass and possession shall be delivered within a reasonable period of time after the Board accepts the highest bid to allow for the conditions of the sale to be met. Closing costs shall be borne by the successful bidder.

10. The County will convey all right title, and interest which it owns in the Property and title convey shall be subject to all liens, encumbrances, easements, rights of way, taxes and assessments and deed and tract covenants, conditions and restrictions, if any, whether recorded or not.

11. If there are any problems or questions about filling out the forms, assistance may be obtained at Economic Development Agency Real Estate Division, 3403 10<sup>th</sup> Street, 4th Floor, Riverside, California 92501. Telephone: (951) 955-4820.

PROPOSAL TO PURCHASE REAL PROPERTY  
LOCATED IN THE CITY OF JURUPA VALLEY  
IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

October 22, 2019, 9:30 a.m.

APN's 179-300-001, 179-300-002, 179-300-003, 179-300-004, 179-300-005, 179-300-006,  
179-300-007, 179-300-008, 179-300-009, 179-300-010, 179-300-013, 179-300-014, 179-300-  
015, 179-300-016, 179-300-017, 179-300-018, 179-300-019, and 179-300-020

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Date of Submittal

Pursuant to Resolution No. 2019-171, Declaration of Surplus Real Property Notice of Intention to Set Public Hearing for the Sale of Real Property Located in the City of Jurupa Valley of Riverside County, the undersigned bidder hereby offers to purchase the real property in the County of Riverside described in Exhibit "A" of Resolution No. 2019-171, said property consisting of approximately 5.48 acres of land, containing an approximately 44,738 square foot office/warehouse building, improved with two (2) 12,000 gallon fuel tanks / pumping station, a car wash structure, carport parking areas with solar panels on the roof and together with all other improvements situated thereon, commonly known as 5293 Mission Boulevard, Jurupa Valley, California. The total amount hereby offered for the purchase of said property is the sum of \_\_\_\_\_ \$ \_\_\_\_\_, to be paid as follows:

1. Cash down payment in the sum of \$ \_\_\_\_\_, including enclosed deposit.
2. The balance of the purchase price shall be paid in cash, cashier's check or a certified check to the County of Riverside, Economic Development Agency - Real Estate Division, 3403 10<sup>th</sup> Street, 4th Floor, Riverside, California 92501 or to the escrow holder when directed in the event the transaction is consummated through escrow.
3. This bid is accompanied by a deposit in cash, cashier's check, or a certified check equal to at least three percent (3%) of the amount of the bid. In the event this proposal is accepted by the Board of Supervisors, said amount shall be credited to the amount due to consummate the transaction if such bid is accepted by the Board.
4. This proposal is for the purchase of the real property specified in Resolution No. 2019-171 in accordance with the terms and conditions set forth below and is an irrevocable offer for the time period specified in the Offer and Agreement to Purchase Real Property.

Terms:

A. In the event that there are no successful oral bids made through the public auction and two or more of the acceptable written proposals are for equal purchase price amounts and are also the highest written proposals; then, the successful bid shall be determined as follows:

- (1) The one of such highest written proposals providing for the highest amount of cash down payment shall be the successful bid.
- (2) If two or more of such equal highest written proposals are equal in all the above respects, or are all cash proposals; then, in that event, the one accompanied by the largest deposit shall be the successful bid.

B. The full amount of such bid, less any deposit, shall be paid within sixty (60) days of the date of the acceptance thereof or prior to the close of escrow, whichever shall occur first.

C. Title insurance shall be required as follows:

If the Property is purchased for cash, title insurance shall be at purchaser's option, and shall be at purchaser's expense.

D. Conveyance of title shall be by Grant Deed to the successful bidder or his nominee. Title shall be subject to covenants, conditions, reservations, restrictions, easements and rights-of-way of record, whether or not recorded, if any. No guarantee, either expressed or implied, is made by the County regarding any permitted land use of the subject property or any possible change in land use zone or the availability of public utilities services to the property. Lack of success in obtaining any certain land use permits or utilities services for the property shall not be a basis for the successful bidder to refuse to complete the purchase.

E. An escrow, to be handled by a separate company, may be requested by the successful bidder; however, all costs thereof shall be at purchaser's expense.

F. All real property transfer taxes and recording fees, if any, shall be paid by the purchaser.

G. All cash and any necessary documents required of purchaser to complete the sale shall be delivered to County by purchaser within sixty (60) days of the date that the successful bid is accepted by the Board of Supervisors following the public hearing or prior to close of escrow, whichever shall occur first.

H. If, prior to the recordation of the Grant Deed to the successful bidder or his nominee, the successful bidder fails to make any payment at the time due, or to perform any covenant or agreement when such performance is required under the terms of the Resolution; then the County may, at its option, declare a cancellation and termination of the sale by written notice to the successful bidder; and, at the expiration of ten (10) days following the depositing of such notice by first-class mail, postage prepaid and addressed to the successful bidder at his address designated at the time his bid was submitted, the sale shall be ended and of no further effect.

I. IN THE EVENT THE COUNTY DECLARES A CANCELLATION AND TERMINATION OF THE SALE, PURSUANT TO PARAGRAPH "H", THEN THE COUNTY MAY RETAIN THE DEPOSIT SUBMITTED WITH THE BID AS LIQUIDATED DAMAGES FOR SUCH FAILURE TO CARRY OUT THE SALE OF THE PROPERTY. THE SUCCESSFUL BIDDER, BY MAKING A BID PURSUANT HERETO, AND THE COUNTY AGREE THAT SUCH DAMAGES ARE TO BE THE SOLE REMEDY FOR SUCH A BREACH, IN THAT AT THE TIME OF MAKING AND ACCEPTING THE BID, IT WOULD BE IMPRACTICAL, AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES THAT WOULD FLOW FROM THE SUCCESSFUL BIDDER'S REFUSAL OR FAILURE TO CONSUMMATE THE TRANSACTION, INCLUDING BUT NOT LIMITED TO, THE DIFFERENCE IN MONEY BETWEEN THE TOTAL SUM TO BE PAID BY ANOTHER PARTY TO COUNTY FOR PURCHASE OF THE PROPERTY, IF THE FORMER SUM IS IN EXCESS OF THE LATTER, PLUS THE PREPARATION OF BID DOCUMENTS AND PUBLICATION COSTS IN CONNECTION THEREWITH.

J. The right to reject all bids, both written and oral, and to withdraw from sale is reserved.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Bidder's Signature)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

C O N F I D E N T I A L

BIDDER'S QUESTIONNAIRE  
INDIVIDUAL

This questionnaire is a part of your bid to purchase the real property described in Resolution No. 2019-171, Declaration of Surplus Real Property and Notice of Intention to Set Public Hearing for the Sale of Real Property Located in the City of Jurupa Valley, County of Riverside, State of California, Assessor's Parcel Numbers 179-300-001, 179-300-002, 179-300-003, 179-300-004, 179-300-005, 179-300-006, 179-300-007, 179-300-008, 179-300-009, 179-300-010, 179-300-013, 179-300-014, 179-300-015, 179-300-016, 179-300-017, 179-300-018, 179-300-019, and 179-300-020. The information contained herein is confidential and must be executed under penalty of perjury. Answer all questions in full. Use the back of each page for additional information, or attach sheets as required.

The COUNTY may choose to obtain a credit report to further establish your qualifications.

I. PERSONAL INFORMATION:

- A. Full name (print) \_\_\_\_\_
- B. Home address \_\_\_\_\_
- C. Home telephone no. \_\_\_\_\_
- D. Your education \_\_\_\_\_

II. BUSINESS INFORMATION: Fill in this information if you are, or ever have been self-employed or presently work in your own business.

- A. Name, address, and telephone no. of business \_\_\_\_\_  
\_\_\_\_\_
- B. What is the nature of the business? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- C. How long in this business? \_\_\_\_\_
- D. Are you an operator owner? If other, what is your function? \_\_\_\_\_  
\_\_\_\_\_
- E. How many people do you employ or supervise? \_\_\_\_\_



F. Who is your business landlord, and what is his address? \_\_\_\_\_

\_\_\_\_\_

INDIVIDUAL

III. EMPLOYMENT INFORMATION: Fill in if you are now or have within the past ten (10) years been employed by others.

A. Names and addresses of employers and dates of employment:

		DATES EMPLOYED		
		<u>FROM</u>	<u>TO</u>	<u>WAGES</u>
1.	_____			
	_____	_____	_____	_____
2.	_____			
	_____	_____	_____	_____
3.	_____			
	_____	_____	_____	_____
4.	_____			
	_____	_____	_____	_____
5.	_____			
	_____	_____	_____	_____

B. Job Descriptions: Describe your employer's business and responsibilities for each job listed above. Use back side of the sheet or attach sheets as required. Include the number and type of employees you supervised, if any, and the name and title of your immediate supervisor.

IV. ADDITIONAL INFORMATION: List any additional information which might further describe your qualifications as related to the bid to purchase the real property.

\_\_\_\_\_  
\_\_\_\_\_

Assessor's Parcel No.: 179-300-001, 179-300-002, 179-300-003, 179-300-004, 179-300-005, 179-300-006, 179-300-007, 179-300-008, 179-300-009, 179-300-010, 179-300-013, 179-300-014, 179-300-015, 179-300-016, 179-300-017, 179-300-018, 179-300-019, and 179-300-020  
Property Location: 5293 Mission Boulevard, Jurupa Valley, California 92509

## OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY

**BUYER:** \_\_\_\_\_

**SELLER:** County of Riverside, a political subdivision of the State of California

For valuable consideration, BUYER has made an offer and agrees to purchase and SELLER agrees to sell the real property, hereinafter referred to as the "Property," located at 5293 Mission Boulevard, Jurupa Valley, California 92509, further described below in Section 1, and in the Resolution 2019-171 attached hereto as "Exhibit A," upon the terms and conditions as stated herein for the purchase price of:

---

write out purchase price in words

(\$ \_\_\_\_\_ )

Insert price in numbers

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

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

That certain real property legally described and depicted in Exhibit "B", attached hereto and by this reference incorporated herein, including all improvements thereon.

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

2. **TERMS OF OFFER.**

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

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

2.2 Within 60 days after the execution of this Agreement by BUYER, SELLER shall consider this offer and accept or reject it. SELLER's failure to consider the offer and accept or reject it within the 60 day period shall neither subject SELLER to any liability, nor constitute an acceptance of the offer.

2.3 SELLER may accept this offer after expiration of such 60 day period, subject to BUYER's right to withdraw the offer as set forth in Section 2 (Rejection or Withdrawal of Offer).

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

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

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

4. **ESCROW.** Upon Board approval of this Agreement, BUYER and SELLER agree to open escrow within ten (10) days of said approval by the Board and to execute escrow instructions reasonably required by Chicago Title Company, hereinafter referred to as the "Escrow Holder." Signed escrow instructions shall be delivered to the Escrow Holder within 10 days thereafter and shall provide for close of escrow within 60 days, or sooner if it is mutually desirable to BUYER and SELLER. The term of escrow shall not be extended unless authorized in writing by SELLER.

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

4.2 Close of escrow shall be the date that the documents are recorded. If escrow does not close within the original 60-day term, or within the term of any authorized extension, SELLER may cancel escrow. In such event, the Escrow Holder shall remit to SELLER all escrow payments made by BUYER, except an amount equal to escrow and title cancellation fees which shall be retained by the Escrow Holder. SELLER shall disburse this remittance in accordance with Section 16 (Liquidated Damages).

5. **DEPOSITS.**

5.1 Prior to the close of escrow, BUYER shall pay into escrow an amount hereinafter referred to as the "Additional Deposit," equal to the escrow and title cancellation fees. These fees shall be applied to BUYER's closing costs, provided escrow is not canceled.

5.2 In the event BUYER fails, for any reason whatsoever, to pay into escrow within such time period the amounts specified in this clause, SELLER may cancel escrow and retain the Bid Deposit as liquidated damages in accordance with Section 16 (Liquidated Damages).

5.3 The Bid Deposit paid by BUYER outside of escrow and the Additional Deposit specified in this clause shall constitute a portion of the purchase price. The balance of the purchase price shall be paid into escrow by BUYER as provided in Section 8 (Delivery of Documents and Funds).

6. **BUYER'S COSTS.**

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

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

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

**7. SELLER'S COSTS.**

- 7.1 SELLER shall pay the following closing costs in connection with this purchase: None
- 7.2 All closing costs shall be borne by BUYER.

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

8.1 SELLER shall deliver to escrow a Grant Deed including covenants provided in Section 17 herein this Agreement, in the form attached hereto as "Exhibit C," and such other documents as are required to transfer title to the Property. Prior to the date set for close of escrow and when so instructed by the Escrow Holder, BUYER shall pay into escrow:

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

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

**9. TITLE.**

9.1 If BUYER chooses to purchase a standard coverage owner's title insurance policy with liability equal to the purchase price, it shall be supplied by Chicago Title Company. Title shall be subject to:

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

9.2 If SELLER is unable to deliver title to the Property as set forth above, BUYER shall have the option to:

- A. Accept title in the condition it exists, without a reduction in the purchase price. Acceptance of such title by BUYER shall constitute full satisfaction of the terms of this Agreement as they relate to title, and SELLER shall in no way be liable for failure to deliver title as set forth above; or
- B. Terminate this Agreement by delivering written notice thereof to SELLER and to the Escrow Holder. In such event, BUYER shall receive a refund of all money paid hereunder except costs already expended by the BUYER for initiating the sale. BUYER and SELLER shall be relieved of further obligation to one another. If the Agreement is terminated as provided for in this paragraph, all escrow and title fees incurred shall be paid by SELLER, and BUYER shall not be liable therefore.

10. **VESTING.** Title to the Property to be conveyed pursuant to this Agreement shall be vested as set forth by BUYER below. Verify and initial (\_\_\_\_)

\_\_\_\_\_  
Print or Type full legal name of Grantee

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

11. **PRORATIONS.** Property taxes shall not be prorated to the close of escrow. BUYER is responsible for taxes and assessments that are due and payable at the close of escrow. There shall be no other prorations made in connection with this purchase.

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

13. **POSSESSION.** Possession and occupancy of the Property shall be delivered to BUYER at close of escrow.

14. **PROPERTY SOLD IN "AS-IS" CONDITION.**

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

- A. Property lines and boundaries;
- B. Square footage, room dimensions, lot size, and age of property improvements;
- C. Condition of any built-in improvements, foundations, roofs, plumbing, heating, air conditioning, electrical, mechanical security, pool/spa, if any, other structural and non-structural systems and components, and energy efficiency of the Property;
- D. Type, size, adequacy, capacity, and condition of sewer systems and components;
- E. Possible absence of required governmental permits, inspections, certificates, or other determinations affecting the Property; limitations, restrictions, and requirements affecting the use of the Property, future development, zoning, building, and size;
- F. Governmental restrictions which may limit the amount of rent that can lawfully be charged and/or the maximum number of persons who can lawfully occupy the Property;
- G. Water and utility availability and use restrictions;
- H. Potential environmental hazards, including asbestos, formaldehyde, radon, methane, other gases, lead-based paint, other lead contamination, fuel or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions;
- I. Neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, proximity to commercial, industrial, or agricultural activities, crime statistics, fire protection, other governmental services, existing and proposed transportation, construction, and development which may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, or other nuisances, hazards, or circumstances;
- J. Geologic/seismic conditions, soil and terrain stability, suitability, and drainage; and
- K. Conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of BUYER.

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

15. **INTENTIONALLY DELETED.**

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

SELLER's Initials \_\_\_\_/\_\_\_\_ BUYER's Initials \_\_\_\_/\_\_\_\_

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

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

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

19. **ASSIGNMENT.** This Agreement shall not be sold, assigned, or otherwise transferred by BUYER without the prior written consent of SELLER. Failure to obtain SELLER's written consent shall render such sale, assignment, or transfer void.

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

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

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

If to **SELLER:**

If to **BUYER:**

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

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

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

25. **ATTACHMENTS.** This Agreement includes the following, which are attached and made a part hereof:

- Exhibit A: Resolution No. 2019-171
- Exhibit A-1: Preliminary Title Report
- Exhibit B: Legal Description and Depiction of the Property
- Exhibit C: Grant Deed

(Signatures on the following page)

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

**SELLER:**

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

**BUYER:**

By: \_\_\_\_\_  
Chairman  
Board of Supervisors

By: \_\_\_\_\_  
Name:  
Its:

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

ATTEST:  
Kecia R. Harper  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel



# Exhibit "A"

Board of Supervisors

County of Riverside

## Resolution Number 2019-171

Declaration of Surplus Real Property and Notice of Intention to Set Public Hearing  
for the Sale of Real Property Located in the City of Jurupa Valley, County of Riverside, State  
of California, Assessor's Parcel Numbers 179-300-001, 179-300-002,  
179-300-003, 179-300-004, 179-300-005, 179-300-006, 179-300-007, 179-300-008,  
179-300-009, 179-300-010, 179-300-013, 179-300-014, 179-300-015, 179-300-016,  
179-300-017, 179-300-018, 179-300-019, and 179-300-020

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

**WHEREAS**, the County of Riverside ("County") owns certain real property consisting of  
approximately 5.48 acres of land, containing an approximately 44,738 square foot  
office/warehouse building, improved with two (2) 12,000 gallon fuel tanks / pumping station, a  
car wash structure, carport parking areas with solar panels on the roof and together with all other  
improvements situated thereon, commonly known as 5293 Mission Boulevard, Jurupa Valley,  
California, (the "Property") more particularly legally described in Exhibit "A", attached hereto and  
by this reference incorporated herein; and,

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

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

08.06.19 3.12

FORM APPROVED COUNTY COUNSEL  
BY: THOMAS OH  
DATE: 7/24/19

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

3           **BE IT RESOLVED, DETERMINED, AND ORDERED** by the Board of Supervisors of the  
4 County of Riverside ("Board"), in regular session assembled in the meeting room of the Board,  
5 located at 4080 Lemon Street, Riverside, California, on August 6, 2019, at 9:30 am or soon  
6 thereafter, by a vote of not less than two-thirds of all members concurring, that the Property is  
7 no longer needed for County use or purposes and is hereby declared as surplus real property.

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

12           1.       The nature of the fee simple interest in real property to be sold is approximately  
13 5.48 acres of land, containing an approximately 44,738 square foot office/warehouse building,  
14 improved with two (2) 12,000 gallon fuel tanks / pumping station, a car wash structure, carport  
15 parking areas with solar panels on the roof and together with all other improvements situated  
16 thereon, identified as Assessor's Parcel Numbers 179-300-001, 179-300-002, 179-300-003,  
17 179-300-004, 179-300-005, 179-300-006, 179-300-007, 179-300-008, 179-300-009, 179-300-  
18 010, 179-300-013, 179-300-014, 179-300-015, 179-300-016, 179-300-017, 179-300-018, 179-  
19 300-019, and 179-300-020, located at 5293 Mission Boulevard, Jurupa Valley, California, as  
20 described on Exhibit "A" attached hereto.

21           2.       The sale will be held on September 17, 2019, in the meeting room of the Board  
22 of Supervisors, County Administrative Center, 4080 Lemon Street, Riverside, California 92502-  
23 1359, at 9:30 a.m., or as soon thereafter as the agenda of the Board permits, ("Sale Date") where  
24 sealed bids and oral bids shall be received and considered.

25           3.       Sealed written bids will be received by the Clerk of the Board at any time up to  
26 9:30 a.m. on said Sale Date at the Clerk of the Board's office on the 1st floor of the County  
27 Administrative Center. Bids shall be submitted on the County's bid form and bids shall be plainly  
28 marked on the outside "Proposal to Purchase Real Property in Jurupa Valley, 9:30 a.m.,

1 September 17, 2019". The County's bid form may be obtained from the Economic Development  
2 Agency Real Estate Division, located at 3403 10<sup>th</sup> Street, 4<sup>th</sup> Floor, Riverside, California 92501,  
3 along with the instructions to bidders. The bid form contains the terms and conditions for the  
4 sale of the Property. Prospective bidders may inspect the bid form at no charge.

5 4. All sealed bids shall be for not less than Ten Million Two Hundred Thousand  
6 Dollars (\$10,200,000) and shall be accompanied or preceded by a deposit of not less than three  
7 percent (3%) of the bid amount ("Deposit"), in cash, cashier's check, or certified check as security  
8 that the successful bidder will complete the terms and conditions of the sale. Bids shall be made  
9 only upon serialized bid forms to be obtained solely from the Deputy Director of the Real Estate  
10 Division of the Economic Development Agency.

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

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

21 7. If the Board accepts an oral bid, the successful bidder shall submit their highest  
22 oral bid in writing on the County's bid form and submit said form, along with any appropriate  
23 additional funds so that the deposit will be equal to three percent (3%) of the accepted bid, to the  
24 Deputy Director of the Real Estate Division of the Economic Development Agency no later than  
25 4:00 p.m. of the date of the accepted oral bid to remain the successful oral bidder for the  
26 purchase of the Property.

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

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

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

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

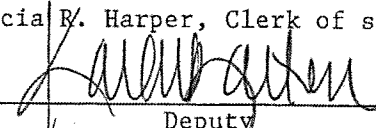
17    /// ROLL CALL:

18    /// Ayes:           Jeffries, Spiegel, Washington and Perez  
19    /// Nays:           None  
20    /// Absent:         Hewitt

21  
22  
23  
24 CO:jb/071619/342FM/20.685

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

27           Kecia R. Harper, Clerk of said Board

28           By  Deputy

08.06.19 3.12

## EXHIBIT "A"

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

PARCEL 1: (APN 179-300-008)

Lots 8 and 9 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California;

Also, the Southwesterly rectangular 25 feet of Lots 53 and 54 of Rubidoux Vista Tract, as shown by said Map;

Excepting from said Lots 8 and 9 the Southwesterly 37 feet thereof, as deeded to the State of California for highway purposes.

PARCEL 2: (APN 179-300-009; 010; 019; 020)

Lots 50, 51, the Northeasterly 113 feet of Lot 10 and the Northeasterly 113 feet of Lot 11 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California.

PARCEL 3: (APN 179-300-013; 014)

Lots 53 and 54 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California.

Excepting therefrom the Southwesterly rectangular 25 feet thereof.

PARCEL 4: (APN 179-300-007)

Lots 7 and 55 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California;

Except therefrom the Southwesterly 37 feet of said Lot 7.

PARCEL 5: (APN 179-300-005)

Lot 5 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California;

Except the Southwesterly 37 feet as deeded to the State of California by deed recorded August 23, 1940 as Instrument No. 3411.

PARCEL 6: (APN 179-300-006)

Lot 6 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California;

Except the Southwesterly 37 feet as deeded to the State of California by Deed recorded August 22, 1940 in Book 471, Page 365 of Official Records.

PARCEL 7: (APN 179-300-016)

Lot 56 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California.

PARCEL 8: (APN 179-300-001)

Lot 1 of Rubidoux Vista Tract, in the County Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California;

Excepting therefrom that portion conveyed to the State of California for highway purposes by Deed recorded September 10, 1940 as Instrument No. 395 of Official Records of Riverside County, California, described as follows:

Beginning at the Southwest corner of said Lot 4;

Thence North  $32^{\circ}13'$  East 37 feet on the Northwesterly line of said Lot 4;

Thence South  $57^{\circ}47'$  East 32.48 feet;

Thence South  $58^{\circ}17'$  East, 327.34 feet to a point in the Southeasterly line of said Lot 1, distance thereon North  $37^{\circ}41'$  East, 40.03 feet from the Southeast corner of said Lot 1;

Thence South  $37^{\circ}41'$  West, 40.03 feet on said Southeasterly line to said Southeast corner of said Lot 1;

Thence North  $57^{\circ}47'$  West, 356 feet on the Southwesterly line of said Lots 1 to 4 inclusive, to the point of beginning.

PARCEL 9: (APN 179-300-002; 003; 004; 015; 017; 018)

Lots 2, 3, 4, 57, 58 and 59 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California;

Excepting therefrom said Lots 2, 3 and 4, that portion described as follows:

Beginning at the most Westerly corner of said Lot 4;

Thence along the Northwesterly line thereof, North  $32^{\circ}13'00''$  37 feet;

Thence leaving said Northwesterly line South  $57^{\circ}47'00''$  East 32.48 feet;

Thence South  $58^{\circ}17'00''$  East, 327.34 feet to a point on the Southeasterly line of Lot 1 of said Map;

Thence along said Southeasterly line, South  $37^{\circ}41'00''$  West 40.03 feet to the most Southerly corner of said Lot 1;

Thence along the Southwesterly lines of said Lots 1, 2, 3 and 4, North  $57^{\circ}47'00''$  West 356.00 the point of beginning.

# Exhibit "A-1"



**Chicago Title Company**

4911 Birch Street, , Newport Beach, CA 92660  
Phone: (949) 724-3117 • Fax: (949) 258-5237

Issuing Policies of Chicago Title Insurance Company

ORDER NO.: 00100149-987-OC1-K27

Escrow/Customer Phone: (949) 724-3117

Economic Development Agency (EDA)  
4090 County Cir Dr  
Riverside, CA 92503  
ATTN: Craig Olsen  
Email: CAOlsen@rivco.org  
REF:

Title Officer: **John Balassi (OC/Comm)**  
Title Officer Phone: (949) 724-3117  
Title Officer Fax: (949) 258-5237  
Title Officer Email:  
CTCommercialTitleNewport@ctt.com

PROPERTY: MISSION BOULEVARD, JURUPA VALLEY, CA

## PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, Chicago 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. Limitations 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.*

*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.*

*The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Florida corporation.*

*Please read the exceptions shown or referred to herein 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.*

Chicago Title Company

By:   
Authorized Signature



By:

  
Randy Quirk, President

Attest:

  
Michael Gravelle, Secretary



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**PRELIMINARY REPORT**

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**EFFECTIVE DATE:**                    **November 7, 2018 at 7:30 a.m.**

**ORDER NO.:** **00100149-987-OC1-K27**

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

**CLTA Standard Coverage Owners Policy (04-08-14)**

1.     **THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:**

**A FEE**

2.     **TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:**

**THE COUNTY OF RIVERSIDE, a political subdivision**

3.     **THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:**

**See Exhibit A attached hereto and made a part hereof.**



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF JURUPA VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 8 AND 9 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO, THE SOUTHWESTERLY RECTANGULAR 25 FEET OF LOTS 53 AND 54 OF RUBIDOUX VISTA TRACT, AS SHOWN BY SAID MAP;

EXCEPTING FROM SAID LOTS 8 AND 9 THE SOUTHWESTERLY 37 FEET THEREOF, AS DEEDED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSES.

PARCEL 2:

LOTS 50, 51, THE NORTHEASTERLY 113 FEET OF LOT 10 AND THE NORTHEASTERLY 113 FEET OF LOT 11 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

LOTS 53 AND 54 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THE SOUTHWESTERLY RECTANGULAR 25 FEET THEREOF.

PARCEL 4:

LOTS 7 AND 55 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THEREFROM THE SOUTHWESTERLY 37 FEET OF SAID LOT 7.

PARCEL 5:

LOT 5 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THE SOUTHWESTERLY 37 FEET AS DEEDED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 23, 1940 AS INSTRUMENT NO. 3411 OFFICIAL RECORDS.

PARCEL 6:

LOT 6 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THE SOUTHWESTERLY 37 FEET AS DEEDED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 22, 1940 IN BOOK 471, PAGE 365 OFFICIAL RECORDS.

SAID LAND IS ALSO SITUATED IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY.

**EXHIBIT A**  
**(Continued)**

PARCEL 7:

LOT 56 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 8:

LOT 1 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSES BY DEED RECORDED SEPTEMBER 10, 1940 AS INSTRUMENT NO. 395 OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE NORTH 32°13' EAST 37 FEET ON THE NORTHWESTERLY LINE OF SAID LOT 4; THENCE SOUTH 57°47' EAST, 32.48 FEET;

THENCE SOUTH 58°17' EAST, 327.34 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 1, DISTANT THEREON NORTH 37° 41' EAST, 40.03 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE SOUTH 37° 41' WEST, 40.03 FEET ON SAID SOUTHEASTERLY LINE TO SAID SOUTHEAST CORNER OF SAID LOT 1;

THENCE NORTH 57° 47' WEST, 356 FEET ON THE SOUTHWESTERLY LINE OF SAID LOTS 1 TO 4 INCLUSIVE, TO THE POINT OF BEGINNING.

PARCEL 9:

LOTS 2, 3, 4, 57, 58, AND 59 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM SAID LOTS 2, 3, AND 4, THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 4;

THENCE ALONG THE NORTHWESTERLY LINE THEREOF, NORTH 32° 13' 00" 37 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH 57° 47' 00" EAST 32.48 FEET;

THENCE SOUTH 58° 17' 00" EAST 327.34 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 1 OF SAID MAP;

THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 37° 41' 00" WEST 40.03 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 1;

THENCE ALONG THE SOUTHWESTERLY LINES OF SAID LOTS 1, 2, 3, AND 4, NORTH 57° 47' 00" WEST 356.00 TO THE POINT OF BEGINNING.

APN: 179-300-001 through 010, 179-300-013 through 020

### EXCEPTIONS

**AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:**

- A. There were no taxes levied for the fiscal year 2018-2019 as the property was vested in a public entity.
- B. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

1. Water rights, claims or title to water, whether or not disclosed by the public records.
2. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Purpose: pipelines  
Recording Date: November 25, 1925  
Recording No: Book 660, Page 74 Deeds  
Affects: as described therein

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

Granted to: P. T. Evans  
Purpose: pipelines  
Recording Date: January 18, 1926  
Recording No: Book 658, Page 500 Deeds

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

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

Granted to: P. T. Evans and Christine G. Evans  
Purpose: pipelines  
Recording Date: April 07, 1926  
Recording No: Book 675, Page 30 Deeds

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

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

Purpose: pipelines  
Recording Date: April 14, 1927  
Recording No: Book 714, Page 11 Deeds

and Recording Date: November 26, 1934  
and Recording No: Book 202, Page 509 Official Records

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

**EXCEPTIONS**  
**(Continued)**

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

Granted to: Southern Sierras Power Company  
Purpose: public utilities, ingress and egress  
Recording Date: February 25, 1932  
Recording No: Book 66, Page 457 Official Records  
Affects: as described therein

Note: A portion of said land was released by Partial Quitclaim Easement recorded July 16, 2008 as Instrument No. 2008-0389122 Official Records.

Affects: Lots 1, 2, 3 and 4 of said Rubidoux Vista Tract

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

Purpose: conduits  
Recording Date: August 09, 1945  
Recording No: Book 694, Page 189 Official Records  
Affects: as described therein

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

Purpose: ingress and egress  
Recording Date: January 23, 1948  
Recording No: Book 889, Page 121 Official Records  
Affects: as described therein

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

Recording Date: December 24, 1987  
Recording No: 362717 Official Records

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

Recording Date: July 10, 1996  
Recording No: 256410 Official Records

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

Granted to: County of Riverside  
Purpose: public road and drainage purposes, public utility and public services purposes  
Recording Date: August 14, 1996  
Recording No: 305502 Official Records  
Affects: as described therein

**EXCEPTIONS**  
**(Continued)**

12. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Site Lease  
Lessor: County of Riverside, a political subdivision of the State of California  
Lessee: Riverside County Infrastructure Financing Authority, a joint powers authority duly organized and existing under and by virtue of the laws of the State of California  
Recording Date: November 04, 2015  
Recording No: 2015-0484318 Official Records

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

13. Matters contained in that certain document

Entitled: Site Lease  
Recording Date: November 04, 2015  
Recording No: 2015-0484318 Official Records

Reference is hereby made to said document for full particulars.

14. An unrecorded sublease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Facility Lease  
Sublessor: Riverside County Infrastructure Financing Authority, a joint powers authority duly organized and existing under and by virtue of the laws of the State of California  
Sublessee: County of Riverside, a political subdivision duly organized and existing under the Constitution and laws of the State of California  
Recording Date: November 04, 2015  
Recording No: 2015-0484319 Official Records

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

15. Matters contained in that certain document

Entitled: Facility Lease  
Recording Date: November 04, 2015  
Recording No: 2015-0484319 Official Records

Reference is hereby made to said document for full particulars.

**EXCEPTIONS**  
**(Continued)**

16. Matters contained in that certain document

Entitled: Assignment Agreement  
Dated: November 01, 2015  
Executed by: Riverside County Infrastructure Financing Authority, a joint powers authority duly organized and existing under and pursuant to California Government Code Sections 6500 et seq. and Wells Fargo Bank, National Association, a banking association existing under and by virtue of the laws of the United States  
Recording Date: November 04, 2015  
Recording No: 2015-0484320 Official Records

Reference is hereby made to said document for full particulars.

17. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

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

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

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

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

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

**PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.**

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**END OF EXCEPTIONS**

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## REQUIREMENTS SECTION

1. This Company will require evidence of compliance with the statutory limitations incident to the governmental agency named below, with reference to any conveyance of an interest in the Land this Company will be asked to record and/or rely upon in the issuance of any form of title insurance.

Governmental agency: THE COUNTY OF RIVERSIDE, a political subdivision

2. Prior to the close of escrow, the Company requires a Statement of Information to be completed by the following party(s),

Party(s): All Parties

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

3. Furnish for review a full and complete copy of any unrecorded agreement, contract, license and/or lease together with all supplements, assignments and amendments thereto, prior to the close of this transaction.

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

4. Unrecorded matters which may be disclosed by an Owner's Affidavit or Declaration. A form of the Owner's Affidavit/Declaration is attached to this Preliminary Report/Commitment. This Affidavit/Declaration is to be completed by the record owner of the land and submitted for review prior to the closing of this transaction. Your prompt attention to this requirement will help avoid delays in the closing of this transaction. Thank you.

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit/Declaration.

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END OF REQUIREMENTS

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## INFORMATIONAL NOTES SECTION

1. None of the items shown in this report will cause the Company to decline to attach ALTA Endorsement Form 9 to an Extended Coverage Loan Policy, when issued.
2. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
3. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
4. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
5. Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.
6. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

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END OF INFORMATIONAL NOTES

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John Balassi (OC/Comm)/aag





Inquire before you wire!

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## Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

## FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

### Types of Information Collected

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

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

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information); and
- other personal information necessary to provide products or services to you.

**Browsing Information.** FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website

### How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### Other Online Specifics

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

### Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

### When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or

- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see “**Choices With Your Information**” to learn the disclosures you can restrict.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

### **Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an “opt out” request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law.

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

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

For Vermont Residents: We will not share information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

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

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender’s privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender’s privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information

collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

## 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 field 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 each discount. These discounts only apply to transaction 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**

CTC - Chicago Title Company

### **FNF Underwriter**

CTIC - Chicago Title Insurance Company

### **Available Discounts**

#### **CREDIT FOR PRELIMINARY REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC)**

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge within the following time period from the date of the report.

#### **DISASTER LOANS (CTIC)**

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.

#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC)**

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 40% to 50% of the appropriate title insurance rate, depending on the type of coverage selected.

#### **EMPLOYEE RATE (CTC and CTIC)**

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary 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.

## ATTACHMENT ONE

### CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990

#### EXCLUSIONS FROM COVERAGE

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

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

#### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

#### CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)

#### ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

#### EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;

- c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
  6. Lack of a right:
    - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
    - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
  7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
  8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
  9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

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

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

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

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

**2006 ALTA LOAN POLICY (06-17-06)**

**EXCLUSIONS FROM COVERAGE**

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

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

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

**EXCEPTIONS FROM COVERAGE**

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

## (PART I

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

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

## PART II

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

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

#### EXCLUSIONS FROM COVERAGE

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

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

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

#### EXCEPTIONS FROM COVERAGE

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

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

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



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

### EXCLUSIONS FROM COVERAGE

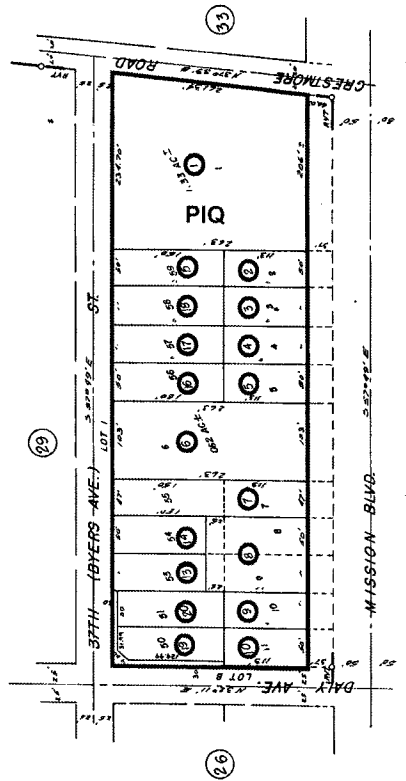
The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

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

179-30

TRA 098-037

POR RUBIDOUX RANCHO  
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R5W



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M.B. 13/27 RUBIDOUX W 1/2 TRACT

NOV. 1874

ASSESSORS MAP BK 179 PG 30  
RIVERSIDE COUNTY CALIF.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

**OWNER'S DECLARATION**

Escrow No.: 00100149-987-OC1-K27  
Property Address: Mission Boulevard  
Jurupa Valley, CA

The undersigned hereby declares as follows:

1. (Fill in the applicable paragraph and strike the other)
  - a. Declarant ("Owner") is the owner or lessee, as the case may be, of certain premises located at Mission Boulevard, Jurupa Valley, CA, further described as follows: See Preliminary Report/Commitment No. for full legal description (the "Land").
  - b. Declarant is the \_\_\_\_\_ of \_\_\_\_\_ ("Owner"), which is the owner or lessee, as the case may be, of certain premises located at Mission Boulevard, Jurupa Valley, CA, further described as follows: See Preliminary Report/Commitment No. for full legal description (the "Land").
2. (Fill in the applicable paragraph and strike the other)
  - a. During the period of six months immediately preceding the date of this declaration no work has been done, no surveys or architectural or engineering plans have been prepared, and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on the Land or in connection with the improvement of the Land in any manner whatsoever.
  - b. During the period of six months immediately preceding the date of this declaration certain work has been done and materials furnished in connection with \_\_\_\_\_ upon the Land in the approximate total sum of \$\_\_\_\_\_, but no work whatever remains to be done and no materials remain to be furnished to complete the construction in full compliance with the plans and specifications, nor are there any unpaid bills incurred for labor and materials used in making such improvements or repairs upon the Land, or for the services of architects, surveyors or engineers, except as follows: \_\_\_\_\_. Owner, by the undersigned Declarant, agrees to and does hereby indemnify and hold harmless Chicago Title Company against any and all claims arising therefrom.
3. Owner has not previously conveyed the Land; is not a debtor in bankruptcy (and if a partnership, the general partner thereof is not a debtor in bankruptcy); and has not received notice of any pending court action affecting the title to the Land.
4. Except as shown in the above-referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied mortgages, deeds of trust, Uniform Commercial Code financing statements, regular assessments, special assessments, periodic assessments or any assessment from any source, claims of lien, special assessments, or taxes that constitute a lien against the Land or that affect the Land but have not been recorded in the public records. There are no violations of the covenants, conditions and restrictions as shown in the above-referenced Preliminary Report/Commitment.
5. The Land is currently in use as \_\_\_\_\_; \_\_\_\_\_ occupy/occupies the Land; and the following are all of the leases or other occupancy rights affecting the Land:  
\_\_\_\_\_
6. There are no other persons or entities that assert an ownership interest in the Land, nor are there unrecorded easements, claims of easement, or boundary disputes that affect the Land.
7. There are no outstanding options to purchase or rights of first refusal affecting the Land.
8. Between the most recent Effective Date of the above-referenced Preliminary Report/Commitment and the date of recording of the Insured Instrument(s), Owner has not taken or allowed, and will not take or allow, any action or inaction to encumber or otherwise affect title to the Land.

This declaration is made with the intention that Chicago Title Company (the "Company") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Owner, by the undersigned Declarant, agrees to indemnify the Company against loss or damage (including attorneys fees, expenses, and costs) incurred by the Company as a result of any untrue statement made herein.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on \_\_\_\_\_ at \_\_\_\_\_.

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

# Exhibit "B"

## LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF JURUPA VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

### PARCEL 1:

LOTS 8 AND 9 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO, THE SOUTHWESTERLY RECTANGULAR 25 FEET OF LOTS 53 AND 54 OF RUBIDOUX VISTA TRACT, AS SHOWN BY SAID MAP;

EXCEPTING FROM SAID LOTS 8 AND 9 THE SOUTHWESTERLY 37 FEET THEREOF, AS DEEDED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSES.

### PARCEL 2:

LOTS 50, 51, THE NORTHEASTERLY 113 FEET OF LOT 10 AND THE NORTHEASTERLY 113 FEET OF LOT 11 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

### PARCEL 3:

LOTS 53 AND 54 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THE SOUTHWESTERLY RECTANGULAR 25 FEET THEREOF.

### PARCEL 4:

LOTS 7 AND 55 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THEREFROM THE SOUTHWESTERLY 37 FEET OF SAID LOT 7.

### PARCEL 5:

LOT 5 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THE SOUTHWESTERLY 37 FEET AS DEEDED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 23, 1940 AS INSTRUMENT NO. 3411 OFFICIAL RECORDS.

### PARCEL 6:

LOT 6 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THE SOUTHWESTERLY 37 FEET AS DEEDED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 22, 1940 IN BOOK 471, PAGE 365 OFFICIAL RECORDS.

SAID LAND IS ALSO SITUATED IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY.

(Continued)

PARCEL 7:

LOT 56 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 8:

LOT 1 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSES BY DEED RECORDED SEPTEMBER 10, 1940 AS INSTRUMENT NO. 395 OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE NORTH 32°13' EAST 37 FEET ON THE NORTHWESTERLY LINE OF SAID LOT 4; THENCE SOUTH 57°47' EAST, 32.48 FEET;

THENCE SOUTH 58°17' EAST, 327.34 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 1, DISTANT THEREON NORTH 37° 41' EAST, 40.03 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE SOUTH 37° 41' WEST, 40.03 FEET ON SAID SOUTHEASTERLY LINE TO SAID SOUTHEAST CORNER OF SAID LOT 1;

THENCE NORTH 57° 47' WEST, 356 FEET ON THE SOUTHWESTERLY LINE OF SAID LOTS 1 TO 4 INCLUSIVE, TO THE POINT OF BEGINNING.

PARCEL 9:

LOTS 2, 3, 4, 57, 58, AND 59 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM SAID LOTS 2, 3, AND 4, THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 4;

THENCE ALONG THE NORTHWESTERLY LINE THEREOF, NORTH 32° 13' 00" 37 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH 57° 47' 00" EAST 32.48 FEET;

THENCE SOUTH 58° 17' 00" EAST 327.34 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 1 OF SAID MAP;

THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 37° 41' 00" WEST 40.03 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 1;

THENCE ALONG THE SOUTHWESTERLY LINES OF SAID LOTS 1, 2, 3, AND 4, NORTH 57° 47' 00" WEST 356.00 TO THE POINT OF BEGINNING.

APN: 179-300-001 through 010, 179-300-013 through 020

Exhibit "B"



Legend  
\* SUBJECT PROPERTY

Fleet Surplus  
5293 Mission Blvd.  
Jurupa Valley, CA 92509

Google Earth

# EXHIBIT "C"

Recorded at request of and return to:

**FREE RECORDING**

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

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

PROJECT: Rubidoux Fleet Service Building Surplus  
APNs: 179-300-001, 179-300-002, 179-300-003,  
179-300-004, 179-300-005, 179-300-006, 179-300-007, 179-300-008, 179-300-009, 179-300-010,  
179-300-013, 179-300-014, 179-300-015, 179-300-016, 179-300-017, 179-300-018, 179-300-019,  
and 179-300-020

## GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("Grantor")

GRANTS to \_\_\_\_\_ ("Grantee"), the real property in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto  
And made part hereof

Grantee shall not discriminate against, or segregate, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the subsequent sales, leases, subleases, transfers, uses, occupancy, tenure, or enjoyment of the real property conveyed hereunder ("Property"). Grantee, or any person claiming under or through Grantee, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or, occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. If Grantee violates any of the covenants and restrictions set forth herein, Grantor shall have the right, but not the obligation, to retake ownership of the Property, and may exercise its right of reversion by sending a written notice of exercise ("Exercise Notice") to Grantee. Grantee shall then transfer the Property back to Grantor in its then current condition, as-is, within thirty (30) days of Grantee's receipt of the Exercise Notice.

Project: Rubidoux Fleet Service Building Surplus

APNs: 179-300-001, 179-300-002, 179-300-003, 179-300-004, 179-300-005, 179-300-006,  
179-300-007, 179-300-008, 179-300-009, 179-300-010, 179-300-013, 179-300-014, 179-300-015,  
179-300-016, 179-300-017, 179-300-018, 179-300-019, and 179-300-020

Dated: \_\_\_\_\_

GRANTOR:

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

By: \_\_\_\_\_

Kevin Jeffries, Chairman  
Board of Supervisors

ATTEST:  
Kecia R. Harper  
Clerk of the Board

By: \_\_\_\_\_  
Deputy



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Assessor's Parcel No.: 179-300-001, 179-300-002, 179-300-003, 179-300-004, 179-300-005, 179-300-006, 179-300-007, 179-300-008, 179-300-009, 179-300-010, 179-300-013, 179-300-014, 179-300-015, 179-300-016, 179-300-017, 179-300-018, 179-300-019, and 179-300-020

Property Location: 5293 Mission Boulevard, Jurupa Valley, California 92509

## OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY

**BUYER:** \_\_\_\_\_

**SELLER:** County of Riverside, a political subdivision of the State of California

For valuable consideration, BUYER has made an offer and agrees to purchase and SELLER agrees to sell the real property, hereinafter referred to as the "Property," located at 5293 Mission Boulevard, Jurupa Valley, California 92509, further described below in Section 1, and in the Resolution 2019-171 attached hereto as "Exhibit A," upon the terms and conditions as stated herein for the purchase price of:

---

write out purchase price in words

(\$ \_\_\_\_\_ )

Insert price in numbers

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

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

That certain real property legally described and depicted in Exhibit "B", attached hereto and by this reference incorporated herein, including all improvements thereon.

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

2. **TERMS OF OFFER.**

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

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

2.2 Within 60 days after the execution of this Agreement by BUYER, SELLER shall consider this offer and accept or reject it. SELLER's failure to consider the offer and accept or reject it within the 60 day period shall neither subject SELLER to any liability, nor constitute an acceptance of the offer.

2.3 SELLER may accept this offer after expiration of such 60 day period, subject to BUYER's right to withdraw the offer as set forth in Section 2 (Rejection or Withdrawal of Offer).

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

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

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

4. **ESCROW.** Upon Board approval of this Agreement, BUYER and SELLER agree to open escrow within ten (10) days of said approval by the Board and to execute escrow instructions reasonably required by Chicago Title Company, hereinafter referred to as the "Escrow Holder." Signed escrow instructions shall be delivered to the Escrow Holder within 10 days thereafter and shall provide for close of escrow within 60 days, or sooner if it is mutually desirable to BUYER and SELLER. The term of escrow shall not be extended unless authorized in writing by SELLER.

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

4.2 Close of escrow shall be the date that the documents are recorded. If escrow does not close within the original 60-day term, or within the term of any authorized extension, SELLER may cancel escrow. In such event, the Escrow Holder shall remit to SELLER all escrow payments made by BUYER, except an amount equal to escrow and title cancellation fees which shall be retained by the Escrow Holder. SELLER shall disburse this remittance in accordance with Section 16 (Liquidated Damages).

## 5. DEPOSITS.

5.1 Prior to the close of escrow, BUYER shall pay into escrow an amount hereinafter referred to as the "Additional Deposit," equal to the escrow and title cancellation fees. These fees shall be applied to BUYER's closing costs, provided escrow is not canceled.

5.2 In the event BUYER fails, for any reason whatsoever, to pay into escrow within such time period the amounts specified in this clause, SELLER may cancel escrow and retain the Bid Deposit as liquidated damages in accordance with Section 16 (Liquidated Damages).

5.3 The Bid Deposit paid by BUYER outside of escrow and the Additional Deposit specified in this clause shall constitute a portion of the purchase price. The balance of the purchase price shall be paid into escrow by BUYER as provided in Section 8 (Delivery of Documents and Funds).

## 6. BUYER'S COSTS.

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

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

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

**7. SELLER'S COSTS.**

7.1 SELLER shall pay the following closing costs in connection with this purchase: None

7.2 All closing costs shall be borne by BUYER.

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

8.1 SELLER shall deliver to escrow a Grant Deed including covenants provided in Section 17 herein this Agreement, in the form attached hereto as "Exhibit C," and such other documents as are required to transfer title to the Property. Prior to the date set for close of escrow and when so instructed by the Escrow Holder, BUYER shall pay into escrow:

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

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

**9. TITLE.**

9.1 If BUYER chooses to purchase a standard coverage owner's title insurance policy with liability equal to the purchase price, it shall be supplied by Chicago Title Company. Title shall be subject to:

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

9.2 If SELLER is unable to deliver title to the Property as set forth above, BUYER shall have the option to:

- A. Accept title in the condition it exists, without a reduction in the purchase price. Acceptance of such title by BUYER shall constitute full satisfaction of the terms of this Agreement as they relate to title, and SELLER shall in no way be liable for failure to deliver title as set forth above; or
- B. Terminate this Agreement by delivering written notice thereof to SELLER and to the Escrow Holder. In such event, BUYER shall receive a refund of all money paid hereunder except costs already expended by the BUYER for initiating the sale. BUYER and SELLER shall be relieved of further obligation to one another. If the Agreement is terminated as provided for in this paragraph, all escrow and title fees incurred shall be paid by SELLER, and BUYER shall not be liable therefore.

10. **VESTING.** Title to the Property to be conveyed pursuant to this Agreement shall be vested as set forth by BUYER below. Verify and initial (\_\_\_\_)

\_\_\_\_\_  
Print or Type full legal name of Grantee

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

11. **PRORATIONS.** Property taxes shall not be prorated to the close of escrow. BUYER is responsible for taxes and assessments that are due and payable at the close of escrow. There shall be no other prorations made in connection with this purchase.

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

13. **POSSESSION.** Possession and occupancy of the Property shall be delivered to BUYER at close of escrow.

14. **PROPERTY SOLD IN "AS-IS" CONDITION.**

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

- A. Property lines and boundaries;
- B. Square footage, room dimensions, lot size, and age of property improvements;
- C. Condition of any built-in improvements, foundations, roofs, plumbing, heating, air conditioning, electrical, mechanical security, pool/spa, if any, other structural and non-structural systems and components, and energy efficiency of the Property;
- D. Type, size, adequacy, capacity, and condition of sewer systems and components;
- E. Possible absence of required governmental permits, inspections, certificates, or other determinations affecting the Property; limitations, restrictions, and requirements affecting the use of the Property, future development, zoning, building, and size;
- F. Governmental restrictions which may limit the amount of rent that can lawfully be charged and/or the maximum number of persons who can lawfully occupy the Property;
- G. Water and utility availability and use restrictions;
- H. Potential environmental hazards, including asbestos, formaldehyde, radon, methane, other gases, lead-based paint, other lead contamination, fuel or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions;
- I. Neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, proximity to commercial, industrial, or agricultural activities, crime statistics, fire protection, other governmental services, existing and proposed transportation, construction, and development which may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, or other nuisances, hazards, or circumstances;
- J. Geologic/seismic conditions, soil and terrain stability, suitability, and drainage; and
- K. Conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of BUYER.

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

**15. INTENTIONALLY DELETED.**

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

SELLER's Initials \_\_\_\_\_ / \_\_\_\_\_

BUYER's Initials \_\_\_\_\_ / \_\_\_\_\_

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

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

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

**19. ASSIGNMENT.** This Agreement shall not be sold, assigned, or otherwise transferred by BUYER without the prior written consent of SELLER. Failure to obtain SELLER's written consent shall render such sale, assignment, or transfer void.

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

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

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

If to SELLER:

If to BUYER:

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

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

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

25. **ATTACHMENTS.** This Agreement includes the following, which are attached and made a part hereof:

Exhibit A: Resolution No. 2019-171  
Exhibit A-1: Preliminary Title Report  
Exhibit B: Legal Description and Depiction of the Property  
Exhibit C: Grant Deed

(Signatures on the following page)

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

**SELLER:**

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

**BUYER:**

By: \_\_\_\_\_  
Chairman  
Board of Supervisors

By: \_\_\_\_\_  
Name:  
Its:

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

ATTEST:  
Kecia R. Harper  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel



# Exhibit "A"

1 Board of Supervisors

County of Riverside

2 **Resolution Number 2019-171**

3 Declaration of Surplus Real Property and Notice of Intention to Set Public Hearing  
4 for the Sale of Real Property Located in the City of Jurupa Valley, County of Riverside, State  
5 of California, Assessor's Parcel Numbers 179-300-001, 179-300-002,  
6 179-300-003, 179-300-004, 179-300-005, 179-300-006, 179-300-007, 179-300-008,  
7 179-300-009, 179-300-010, 179-300-013, 179-300-014, 179-300-015, 179-300-016,  
8 179-300-017, 179-300-018, 179-300-019, and 179-300-020  
9

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

15 **WHEREAS**, the County of Riverside ("County") owns certain real property consisting of  
16 approximately 5.48 acres of land, containing an approximately 44,738 square foot  
17 office/warehouse building, improved with two (2) 12,000 gallon fuel tanks / pumping station, a  
18 car wash structure, carport parking areas with solar panels on the roof and together with all other  
19 improvements situated thereon, commonly known as 5293 Mission Boulevard, Jurupa Valley,  
20 California, (the "Property") more particularly legally described in Exhibit "A", attached hereto and  
21 by this reference incorporated herein; and,

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

25 **WHEREAS**, the County has sent out notices of its desire to sell and offer to other public  
26 agencies pursuant to Government Code Section 54222; whereby no public agencies indicated  
27 sincere interest during the requisite sixty (60) day period; and,  
28

08.06.19 3.12

FORM APPROVED COUNTY COUNSEL  
BY:  THOMAS OH  
DATE: 8/24/19

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

3           **BE IT RESOLVED, DETERMINED, AND ORDERED** by the Board of Supervisors of the  
4 County of Riverside ("Board"), in regular session assembled in the meeting room of the Board,  
5 located at 4080 Lemon Street, Riverside, California, on August 6, 2019, at 9:30 am or soon  
6 thereafter, by a vote of not less than two-thirds of all members concurring, that the Property is  
7 no longer needed for County use or purposes and is hereby declared as surplus real property.

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

12           1.       The nature of the fee simple interest in real property to be sold is approximately  
13 5.48 acres of land, containing an approximately 44,738 square foot office/warehouse building,  
14 improved with two (2) 12,000 gallon fuel tanks / pumping station, a car wash structure, carport  
15 parking areas with solar panels on the roof and together with all other improvements situated  
16 thereon, identified as Assessor's Parcel Numbers 179-300-001, 179-300-002, 179-300-003,  
17 179-300-004, 179-300-005, 179-300-006, 179-300-007, 179-300-008, 179-300-009, 179-300-  
18 010, 179-300-013, 179-300-014, 179-300-015, 179-300-016, 179-300-017, 179-300-018, 179-  
19 300-019, and 179-300-020, located at 5293 Mission Boulevard, Jurupa Valley, California, as  
20 described on Exhibit "A" attached hereto.

21           2.       The sale will be held on September 17, 2019, in the meeting room of the Board  
22 of Supervisors, County Administrative Center, 4080 Lemon Street, Riverside, California 92502-  
23 1359, at 9:30 a.m., or as soon thereafter as the agenda of the Board permits, ("Sale Date") where  
24 sealed bids and oral bids shall be received and considered.

25           3.       Sealed written bids will be received by the Clerk of the Board at any time up to  
26 9:30 a.m. on said Sale Date at the Clerk of the Board's office on the 1st floor of the County  
27 Administrative Center. Bids shall be submitted on the County's bid form and bids shall be plainly  
28 marked on the outside "Proposal to Purchase Real Property in Jurupa Valley, 9:30 a.m.,

1 September 17, 2019". The County's bid form may be obtained from the Economic Development  
2 Agency Real Estate Division, located at 3403 10<sup>th</sup> Street, 4<sup>th</sup> Floor, Riverside, California 92501,  
3 along with the instructions to bidders. The bid form contains the terms and conditions for the  
4 sale of the Property. Prospective bidders may inspect the bid form at no charge.

5 4. All sealed bids shall be for not less than Ten Million Two Hundred Thousand  
6 Dollars (\$10,200,000) and shall be accompanied or preceded by a deposit of not less than three  
7 percent (3%) of the bid amount ("Deposit"), in cash, cashier's check, or certified check as security  
8 that the successful bidder will complete the terms and conditions of the sale. Bids shall be made  
9 only upon serialized bid forms to be obtained solely from the Deputy Director of the Real Estate  
10 Division of the Economic Development Agency.

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

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

21 7. If the Board accepts an oral bid, the successful bidder shall submit their highest  
22 oral bid in writing on the County's bid form and submit said form, along with any appropriate  
23 additional funds so that the deposit will be equal to three percent (3%) of the accepted bid, to the  
24 Deputy Director of the Real Estate Division of the Economic Development Agency no later than  
25 4:00 p.m. of the date of the accepted oral bid to remain the successful oral bidder for the  
26 purchase of the Property.

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

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

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

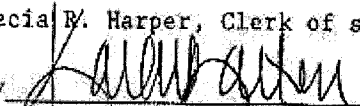
10 **IT IS FURTHER RESOLVED, DETERMINED AND ORDERED** that the Clerk of the  
11 Board is directed to cause the notice of this intention to sell the Property and the time and place  
12 of holding the public bidding sale to be given, pursuant to Government Code Section 25528, by  
13 posting copies of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

17 /// ROLL CALL:

18 /// Ayes: Jeffries, Spiegel, Washington and Perez  
19 /// Nays: None  
20 /// Absent: Hewitt

21  
22  
23  
24 CO:jb/071619/342FM/20.685

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

27 Kecia B. Harper, Clerk of said Board  
28 By   
Deputy

08.06.19 3.12

## EXHIBIT "A"

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

**PARCEL 1: (APN 179-300-008)**

Lots 8 and 9 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California;

Also, the Southwesterly rectangular 25 feet of Lots 53 and 54 of Rubidoux Vista Tract, as shown by said Map;

Excepting from said Lots 8 and 9 the Southwesterly 37 feet thereof, as deeded to the State of California for highway purposes.

**PARCEL 2: (APN 179-300-009; 010; 019; 020)**

Lots 50, 51, the Northeasterly 113 feet of Lot 10 and the Northeasterly 113 feet of Lot 11 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California.

**PARCEL 3: (APN 179-300-013; 014)**

Lots 53 and 54 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California.

Excepting therefrom the Southwesterly rectangular 25 feet thereof.

**PARCEL 4: (APN 179-300-007)**

Lots 7 and 55 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California;

Except therefrom the Southwesterly 37 feet of said Lot 7.

**PARCEL 5: (APN 179-300-005)**

Lot 5 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California;

Except the Southwesterly 37 feet as deeded to the State of California by deed recorded August 23, 1940 as Instrument No. 3411.

**PARCEL 6: (APN 179-300-006)**

Lot 6 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California;

Except the Southwesterly 37 feet as deeded to the State of California by Deed recorded August 22, 1940 in Book 471, Page 365 of Official Records.

PARCEL 7: (APN 179-300-016)

Lot 56 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California.

PARCEL 8: (APN 179-300-001)

Lot 1 of Rubidoux Vista Tract, in the County Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California;

Excepting therefrom that portion conveyed to the State of California for highway purposes by Deed recorded September 10, 1940 as Instrument No. 395 of Official Records of Riverside County, California, described as follows:

Beginning at the Southwest corner of said Lot 4;

Thence North 32°13' East 37 feet on the Northwestern line of said Lot 4;

Thence South 57°47' East 32.48 feet;

Thence South 58°17' East, 327.34 feet to a point in the Southeasterly line of said Lot 1, distance thereon North 37°41' East, 40.03 feet from the Southeast corner of said Lot 1;

Thence South 37°41' West, 40.03 feet on said Southeasterly line to said Southeast corner of said Lot 1;

Thence North 57°47' West, 356 feet on the Southwesterly line of said Lots 1 to 4 inclusive, to the point of beginning.

PARCEL 9: (APN 179-300-002; 003; 004; 015; 017; 018)

Lots 2, 3, 4, 57, 58 and 59 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, Records of Riverside County, California;

Excepting therefrom said Lots 2, 3 and 4, that portion described as follows:

Beginning at the most Westerly corner of said Lot 4;

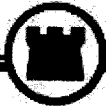
Thence along the Northwestern line thereof, North 32°13'00" 37 feet;

Thence leaving said Northwestern line South 57°47'00" East 32.48 feet;

Thence South 58°17'00" East, 327.34 feet to a point on the Southeasterly line of Lot 1 of said Map;

Thence along said Southeasterly line, South 37°41'00" West 40.03 feet to the most Southerly corner of said Lot 1;

Thence along the Southwesterly lines of said Lots 1, 2, 3 and 4, North 57°47'00" West 356.00 the point of beginning.



Issuing Policies of Chicago Title Insurance Company

ORDER NO: **00100149-987-OC1-K27**

Escrow/Customer Phone: **(949) 724-3117**

Economic Development Agency (EDA)  
4090 County Cir Dr  
Riverside, CA 92503  
ATTN: Craig Olsen  
Email: CAOlsen@rivco.org  
REF:

Title Officer: **John Balassi (OC/Comm)**  
Title Officer Phone: **(949) 724-3117**  
Title Officer Fax: **(949) 258-5237**  
Title Officer Email:  
**CTCommercialTitleNewport@ctt.com**

PROPERTY: **MISSION BOULEVARD, JURUPA VALLEY, CA**

**PRELIMINARY REPORT**

*In response to the application for a policy of title insurance referenced herein, Chicago 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. Limitations 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.*

*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.*

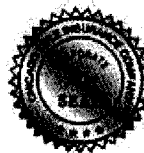
*The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Florida corporation.*

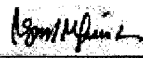

*Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should 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.*

Chicago Title Company

By:   
Authorized Signature



By:   
Randy Curk, President  
ALTA  
  
Michael Gravelle, Secretary



**PRELIMINARY REPORT**

**EFFECTIVE DATE:** November 7, 2018 at 7:30 a.m.

**ORDER NO.:** 00100149-987-OCI-K27

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

**CLTA Standard Coverage Owners Policy (04-08-14)**

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

**A FEE**

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

**THE COUNTY OF RIVERSIDE, a political subdivision**

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

**See Exhibit A attached hereto and made a part hereof.**



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF JURUPA VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL 1:**

LOTS 8 AND 9 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO, THE SOUTHWESTERLY RECTANGULAR 25 FEET OF LOTS 53 AND 54 OF RUBIDOUX VISTA TRACT, AS SHOWN BY SAID MAP;

EXCEPTING FROM SAID LOTS 8 AND 9 THE SOUTHWESTERLY 37 FEET THEREOF, AS DEEDED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSES.

**PARCEL 2:**

LOTS 50, 51, THE NORTHEASTERLY 113 FEET OF LOT 10 AND THE NORTHEASTERLY 113 FEET OF LOT 11 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**PARCEL 3:**

LOTS 53 AND 54 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THE SOUTHWESTERLY RECTANGULAR 25 FEET THEREOF.

**PARCEL 4:**

LOTS 7 AND 55 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THEREFROM THE SOUTHWESTERLY 37 FEET OF SAID LOT 7.

**PARCEL 5:**

LOT 5 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THE SOUTHWESTERLY 37 FEET AS DEEDED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 23, 1940 AS INSTRUMENT NO. 3411 OFFICIAL RECORDS.

**PARCEL 6:**

LOT 6 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THE SOUTHWESTERLY 37 FEET AS DEEDED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 22, 1940 IN BOOK 471, PAGE 365 OFFICIAL RECORDS.

SAID LAND IS ALSO SITUATED IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY.

**EXHIBIT A**  
(Continued)

PARCEL 7:

LOT 56 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 8:

LOT 1 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSES BY DEED RECORDED SEPTEMBER 10, 1940 AS INSTRUMENT NO. 395 OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE NORTH 32°13' EAST 37 FEET ON THE NORTHWESTERLY LINE OF SAID LOT 4; THENCE SOUTH 57°47' EAST, 32.48 FEET;

THENCE SOUTH 58°17' EAST, 327.34 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 1, DISTANT THEREON NORTH 37° 41' EAST, 40.03 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE SOUTH 37° 41' WEST, 40.03 FEET ON SAID SOUTHEASTERLY LINE TO SAID SOUTHEAST CORNER OF SAID LOT 1;

THENCE NORTH 57° 47' WEST, 356 FEET ON THE SOUTHWESTERLY LINE OF SAID LOTS 1 TO 4 INCLUSIVE, TO THE POINT OF BEGINNING.

PARCEL 9:

LOTS 2, 3, 4, 57, 58, AND 59 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM SAID LOTS 2, 3, AND 4, THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 4;

THENCE ALONG THE NORTHWESTERLY LINE THEREOF, NORTH 32° 13' 00" 37 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH 57° 47' 00" EAST 32.48 FEET;

THENCE SOUTH 58° 17' 00" EAST 327.34 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 1 OF SAID MAP;

THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 37° 41' 00" WEST 40.03 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 1;

THENCE ALONG THE SOUTHWESTERLY LINES OF SAID LOTS 1, 2, 3, AND 4, NORTH 57° 47' 00" WEST 356.00 TO THE POINT OF BEGINNING.

APN: 179-300-001 through 010, 179-300-013 through 020

### EXCEPTIONS

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

- A. There were no taxes levied for the fiscal year 2018-2019 as the property was vested in a public entity.
- B. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy:

1. Water rights, claims or title to water, whether or not disclosed by the public records.
2. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document:

Purpose: pipelines  
Recording Date: November 25, 1925  
Recording No: Book 660, Page 74 Deeds  
Affects: as described therein

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

Granted to: P. T. Evans  
Purpose: pipelines  
Recording Date: January 18, 1926  
Recording No: Book 658, Page 500 Deeds

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

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

Granted to: P. T. Evans and Christine G. Evans  
Purpose: pipelines  
Recording Date: April 07, 1926  
Recording No: Book 675, Page 30 Deeds

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

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

Purpose: pipelines  
Recording Date: April 14, 1927  
Recording No: Book 714, Page 11 Deeds  
and Recording Date: November 26, 1934  
and Recording No: Book 202, Page 509 Official Records

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

**EXCEPTIONS**  
**(Continued)**

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

Granted to: Southern Sierras Power Company  
Purpose: public utilities, ingress and egress  
Recording Date: February 25, 1932  
Recording No: Book 66, Page 457 Official Records  
Affects: as described therein

Note: A portion of said land was released by Partial Quitclaim Easement recorded July 16, 2008 as Instrument No. 2008-0389122 Official Records.

Affects: Lots 1, 2, 3 and 4 of said Rubidoux Vista Tract

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

Purpose: conduits  
Recording Date: August 09, 1945  
Recording No: Book 694, Page 189 Official Records  
Affects: as described therein

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

Purpose: ingress and egress  
Recording Date: January 23, 1948  
Recording No: Book 889, Page 121 Official Records  
Affects: as described therein

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

Recording Date: December 24, 1987  
Recording No: 362717 Official Records

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

Recording Date: July 10, 1996  
Recording No: 256410 Official Records

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

Granted to: County of Riverside  
Purpose: public road and drainage purposes, public utility and public services purposes  
Recording Date: August 14, 1996  
Recording No: 305502 Official Records  
Affects: as described therein

**EXCEPTIONS**  
**(Continued)**

12. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Site Lease  
Lessor: County of Riverside, a political subdivision of the State of California  
Lessee: Riverside County Infrastructure Financing Authority, a joint powers authority duly organized and existing under and by virtue of the laws of the State of California  
Recording Date: November 04, 2015  
Recording No: 2015-0484318 Official Records

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

13. Matters contained in that certain document

Entitled: Site Lease  
Recording Date: November 04, 2015  
Recording No: 2015-0484318 Official Records

Reference is hereby made to said document for full particulars.

14. An unrecorded sublease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Facility Lease  
Sublessor: Riverside County Infrastructure Financing Authority, a joint powers authority duly organized and existing under and by virtue of the laws of the State of California  
Sublessee: County of Riverside, a political subdivision duly organized and existing under the Constitution and laws of the State of California  
Recording Date: November 04, 2015  
Recording No: 2015-0484319 Official Records

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

15. Matters contained in that certain document

Entitled: Facility Lease  
Recording Date: November 04, 2015  
Recording No: 2015-0484319 Official Records

Reference is hereby made to said document for full particulars.

**EXCEPTIONS  
(Continued)**

16. Matters contained in that certain document

Entitled: Assignment Agreement  
Dated: November 01, 2015  
Executed by: Riverside County Infrastructure Financing Authority, a joint powers authority duly organized and existing under and pursuant to California Government Code Sections 6500 et seq. and Wells Fargo Bank, National Association, a banking association existing under and by virtue of the laws of the United States  
Recording Date: November 04, 2015  
Recording No: 2015-0484320 Official Records

Reference is hereby made to said document for full particulars.

17. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

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

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

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

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

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

**PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.**

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**END OF EXCEPTIONS**

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### REQUIREMENTS SECTION

1. This Company will require evidence of compliance with the statutory limitations incident to the governmental agency named below, with reference to any conveyance of an interest in the Land this Company will be asked to record and/or rely upon in the issuance of any form of title insurance.

Governmental agency: THE COUNTY OF RIVERSIDE, a political subdivision

2. Prior to the close of escrow, the Company requires a Statement of Information to be completed by the following party(s).

Party(s): All Parties

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

3. Furnish for review a full and complete copy of any unrecorded agreement, contract, license and/or lease together with all supplements, assignments and amendments thereto, prior to the close of this transaction.

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

4. Unrecorded matters which may be disclosed by an Owner's Affidavit or Declaration. A form of the Owner's Affidavit/Declaration is attached to this Preliminary Report/Commitment. This Affidavit/Declaration is to be completed by the record owner of the land and submitted for review prior to the closing of this transaction. Your prompt attention to this requirement will help avoid delays in the closing of this transaction. Thank you.

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit/Declaration.

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END OF REQUIREMENTS

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### INFORMATIONAL NOTES SECTION

1. None of the items shown in this report will cause the Company to decline to attach ALTA Endorsement Form 9 to an Extended Coverage Loan Policy, when issued.
2. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
3. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
4. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
5. Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.
6. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

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END OF INFORMATIONAL NOTES

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John Balassi (OC/Comm)/aag





Inquire before you wire!

## Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

## FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

### Types of Information Collected

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

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

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information); and
- other personal information necessary to provide products or services to you.

**Browsing Information.** FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

### How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### Other Online Specifics

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

### Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

### When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or

- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "Choices With Your Information" to learn the disclosures you can restrict.

#### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

#### **Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law.

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

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

**For Vermont Residents:** We will not share information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

#### **Information From Children**

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

#### **International Users**

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

#### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

#### **Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information

collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

## 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 field 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 each discount. These discounts only apply to transaction 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

CTC - Chicago Title Company

### FNF Underwriter

CTIC - Chicago Title Insurance Company

### Available Discounts

#### **CREDIT FOR PRELIMINARY REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC)**

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge within the following time period from the date of the report.

#### **DISASTER LOANS (CTIC)**

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.

#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC)**

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 40% to 50% of the appropriate title insurance rate, depending on the type of coverage selected.

#### **EMPLOYEE RATE (CTC and CTIC)**

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary 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.

## ATTACHMENT ONE

### CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

#### EXCLUSIONS FROM COVERAGE

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

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

#### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

### CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

#### EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;

- c. that result in no loss to You; or
- d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.
- 6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.
- This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

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

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

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

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

**2006 ALTA LOAN POLICY (06-17-06)**

**EXCLUSIONS FROM COVERAGE**

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

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

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

**EXCEPTIONS FROM COVERAGE**

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

## (PART I)

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

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

## PART II

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

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

#### EXCLUSIONS FROM COVERAGE

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

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

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

#### EXCEPTIONS FROM COVERAGE

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

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

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



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

EXCLUSIONS FROM COVERAGE

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

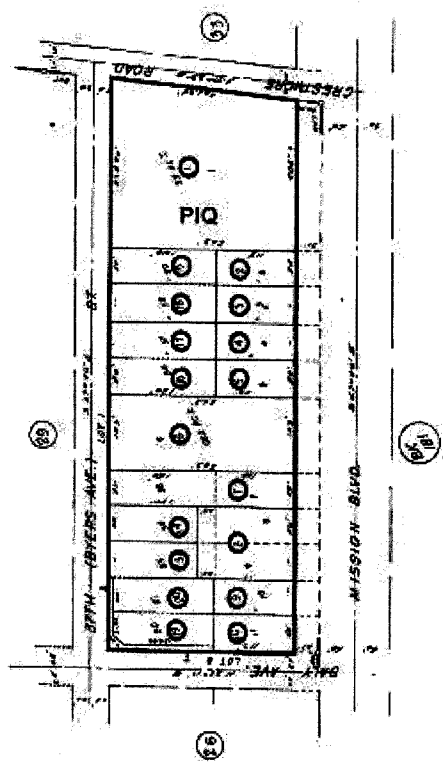
1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the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

179-30

TR A 000-00

FOR RUBIDOUX RANCHO  
T2S  
R5W



SECTION RUBIDOUX VISTA TRACT

AND 1874

ASSISTANT MAPS AND PLATS  
RIVERSIDE COUNTY, CALIF.

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, marked boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Order: 00100149  
Doc: RV:A 179-30

Page 1 of 1

Requested By: steve.derlo, Printed: 11/15/2018 11:51 AM

## OWNER'S DECLARATION

Escrow No.: 00100149-987-OC1-K27  
Property Address: Mission Boulevard  
Jurupa Valley, CA

The undersigned hereby declares as follows:

1. (Fill in the applicable paragraph and strike the other)
  - a. Declarant ("Owner") is the owner or lessee, as the case may be, of certain premises located at Mission Boulevard, Jurupa Valley, CA, further described as follows: See Preliminary Report/Commitment No. for full legal description (the "Land").
  - b. Declarant is the \_\_\_\_\_ of \_\_\_\_\_ ("Owner"), which is the owner or lessee, as the case may be, of certain premises located at Mission Boulevard, Jurupa Valley, CA, further described as follows: See Preliminary Report/Commitment No. for full legal description (the "Land").
2. (Fill in the applicable paragraph and strike the other)
  - a. During the period of six months immediately preceding the date of this declaration no work has been done, no surveys or architectural or engineering plans have been prepared, and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on the Land or in connection with the improvement of the Land in any manner whatsoever.
  - b. During the period of six months immediately preceding the date of this declaration certain work has been done and materials furnished in connection with \_\_\_\_\_ upon the Land in the approximate total sum of \$ \_\_\_\_\_, but no work whatever remains to be done and no materials remain to be furnished to complete the construction in full compliance with the plans and specifications, nor are there any unpaid bills incurred for labor and materials used in making such improvements or repairs upon the Land, or for the services of architects, surveyors or engineers, except as follows: \_\_\_\_\_. Owner, by the undersigned Declarant, agrees to and does hereby indemnify and hold harmless Chicago Title Company against any and all claims arising therefrom.
3. Owner has not previously conveyed the Land; is not a debtor in bankruptcy (and if a partnership, the general partner thereof is not a debtor in bankruptcy); and has not received notice of any pending court action affecting the title to the Land.
4. Except as shown in the above-referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied mortgages, deeds of trust, Uniform Commercial Code financing statements, regular assessments, special assessments, periodic assessments or any assessment from any source, claims of lien, special assessments, or taxes that constitute a lien against the Land or that affect the Land but have not been recorded in the public records. There are no violations of the covenants, conditions and restrictions as shown in the above-referenced Preliminary Report/Commitment.
5. The Land is currently in use as \_\_\_\_\_; \_\_\_\_\_ occupy/occupies the Land; and the following are all of the leases or other occupancy rights affecting the Land:  
\_\_\_\_\_
6. There are no other persons or entities that assert an ownership interest in the Land, nor are there unrecorded easements, claims of easement, or boundary disputes that affect the Land.
7. There are no outstanding options to purchase or rights of first refusal affecting the Land.
8. Between the most recent Effective Date of the above-referenced Preliminary Report/Commitment and the date of recording of the Insured Instrument(s), Owner has not taken or allowed, and will not take or allow, any action or inaction to encumber or otherwise affect title to the Land.

This declaration is made with the intention that Chicago Title Company (the "Company") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Owner, by the undersigned Declarant, agrees to indemnify the Company against loss or damage (including attorneys fees, expenses, and costs) incurred by the Company as a result of any untrue statement made herein.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on \_\_\_\_\_ at \_\_\_\_\_.

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

# Exhibit "B"

## LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF JURUPA VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

### PARCEL 1:

LOTS 8 AND 9 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO, THE SOUTHWESTERLY RECTANGULAR 25 FEET OF LOTS 53 AND 54 OF RUBIDOUX VISTA TRACT, AS SHOWN BY SAID MAP;

EXCEPTING FROM SAID LOTS 8 AND 9 THE SOUTHWESTERLY 37 FEET THEREOF, AS DEEDED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSES.

### PARCEL 2:

LOTS 50, 51, THE NORTHEASTERLY 113 FEET OF LOT 10 AND THE NORTHEASTERLY 113 FEET OF LOT 11 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

### PARCEL 3:

LOTS 53 AND 54 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THE SOUTHWESTERLY RECTANGULAR 25 FEET THEREOF.

### PARCEL 4:

LOTS 7 AND 55 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THEREFROM THE SOUTHWESTERLY 37 FEET OF SAID LOT 7.

### PARCEL 5:

LOT 5 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THE SOUTHWESTERLY 37 FEET AS DEEDED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 23, 1940 AS INSTRUMENT NO. 3411 OFFICIAL RECORDS.

### PARCEL 6:

LOT 6 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THE SOUTHWESTERLY 37 FEET AS DEEDED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 22, 1940 IN BOOK 471, PAGE 365 OFFICIAL RECORDS.

SAID LAND IS ALSO SITUATED IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY.

(Continued)

PARCEL 7:

LOT 56 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 8:

LOT 1 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSES BY DEED RECORDED SEPTEMBER 10, 1940 AS INSTRUMENT NO. 395 OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE NORTH 32°13' EAST 37 FEET ON THE NORTHWESTERLY LINE OF SAID LOT 4; THENCE SOUTH 57°47' EAST, 32.48 FEET;

THENCE SOUTH 58°17' EAST, 327.34 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 1, DISTANT THEREON NORTH 37° 41' EAST, 40.03 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE SOUTH 37° 41' WEST, 40.03 FEET ON SAID SOUTHEASTERLY LINE TO SAID SOUTHEAST CORNER OF SAID LOT 1;

THENCE NORTH 57° 47' WEST, 356 FEET ON THE SOUTHWESTERLY LINE OF SAID LOTS 1 TO 4 INCLUSIVE, TO THE POINT OF BEGINNING.

PARCEL 9:

LOTS 2, 3, 4, 57, 58, AND 59 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM SAID LOTS 2, 3, AND 4, THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 4;

THENCE ALONG THE NORTHWESTERLY LINE THEREOF, NORTH 32° 13' 00" 37 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH 57° 47' 00" EAST 32.48 FEET;

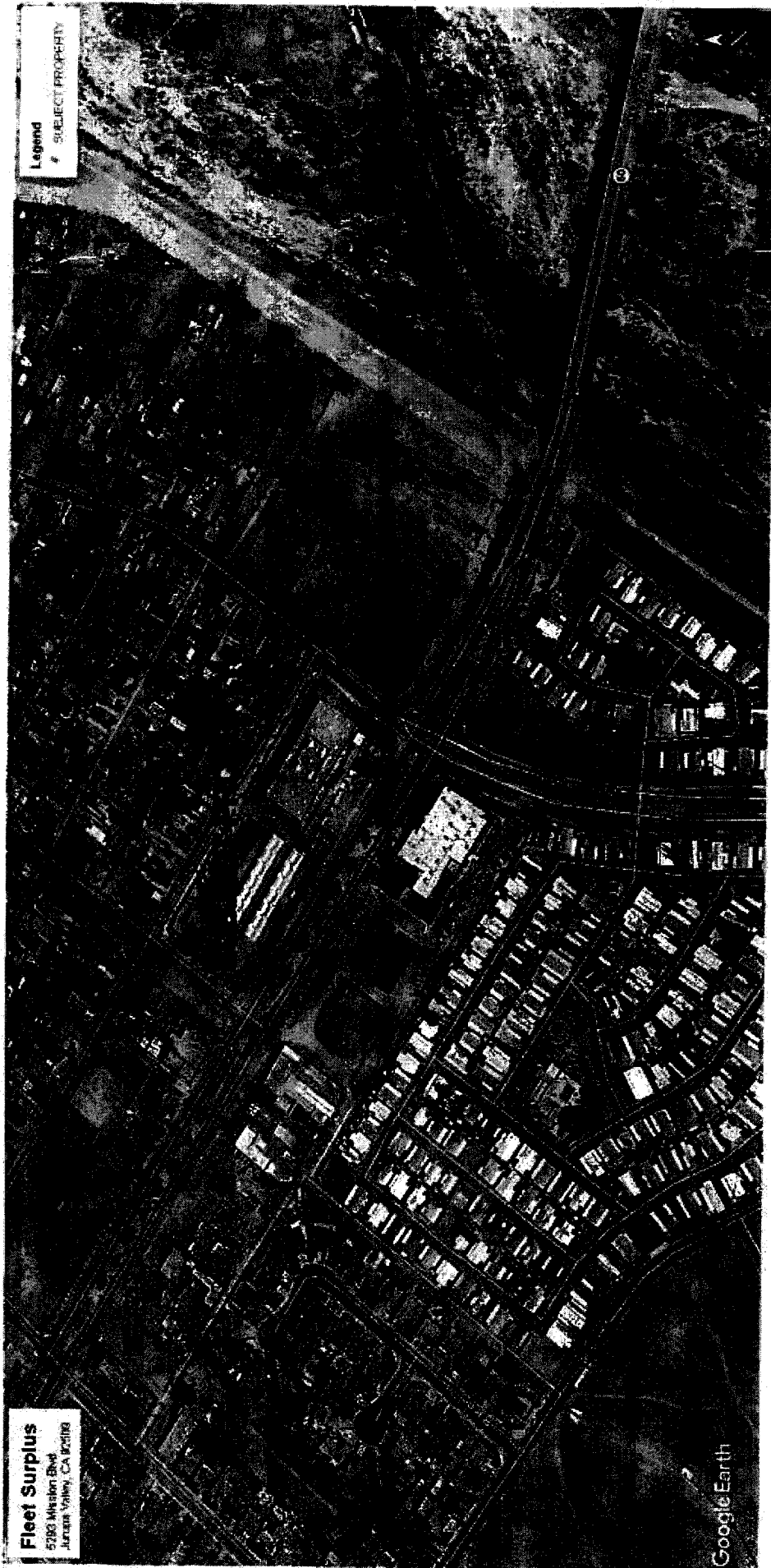
THENCE SOUTH 58° 17' 00" EAST 327.34 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 1 OF SAID MAP;

THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 37° 41' 00" WEST 40.03 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 1;

THENCE ALONG THE SOUTHWESTERLY LINES OF SAID LOTS 1, 2, 3, AND 4, NORTH 57° 47' 00" WEST 356.00 TO THE POINT OF BEGINNING.

APN: 179-300-001 through 010, 179-300-013 through 020

Exhibit "B"



# EXHIBIT "C"

Recorded at request of and return to:

**FREE RECORDING**

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

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

PROJECT: Rubidoux Fleet Service Building Surplus  
APNs: 179-300-001, 179-300-002, 179-300-003,  
179-300-004, 179-300-005, 179-300-006, 179-300-007, 179-300-008, 179-300-009, 179-300-010,  
179-300-013, 179-300-014, 179-300-015, 179-300-016, 179-300-017, 179-300-018, 179-300-019,  
and 179-300-020

## GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("Grantor")

GRANTS to \_\_\_\_\_ ("Grantee"), the real property in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto  
And made part hereof

Grantee shall not discriminate against, or segregate, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the subsequent sales, leases, subleases, transfers, uses, occupancy, tenure, or enjoyment of the real property conveyed hereunder ("Property"). Grantee, or any person claiming under or through Grantee, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or, occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. If Grantee violates any of the covenants and restrictions set forth herein, Grantor shall have the right, but not the obligation, to retake ownership of the Property, and may exercise its right of reversion by sending a written notice of exercise ("Exercise Notice") to Grantee. Grantee shall then transfer the Property back to Grantor in its then current condition, as-is, within thirty (30) days of Grantee's receipt of the Exercise Notice.

**Project Rubidoux Fleet Service Building Surplus**

APNs: 179-300-001, 179-300-002, 179-300-003, 179-300-004, 179-300-005, 179-300-006,  
179-300-007, 179-300-008, 179-300-009, 179-300-010, 179-300-013, 179-300-014, 179-300-015,  
179-300-016, 179-300-017, 179-300-018, 179-300-019, and 179-300-020

Dated: \_\_\_\_\_

GRANTOR:

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

By: \_\_\_\_\_

Kevin Jeffries, Chairman  
Board of Supervisors

ATTEST:

Kecia R. Harper  
Clerk of the Board

By: \_\_\_\_\_

Deputy



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

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



ITEM  
19.1  
(ID # 10917)

**MEETING DATE:**

Tuesday, September 17, 2019

**FROM:** ECONOMIC DEVELOPMENT AGENCY (EDA) AND PURCHASING AND FLEET DEPARTMENT:

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Adoption of Resolution No. 2019-171, Declaration of Surplus Real Property and Notice of Intention to Set Public Hearing for the Sale of Real Property Located in the City of Jurupa Valley, County of Riverside, State of California, District 2 [\$0] Clerk to Post Notice of Intention) (Set for Public Meeting on or after October 22, 2019 @ 9:30 a.m.)

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

1. Adopt Resolution No. 2019-171, Declaration of Surplus Real Property and Notice of Intention to Set Public Hearing for the Sale of Real Property located in the City of Jurupa Valley in the County of Riverside, State of California, identified by Assessor's Parcel Numbers 179-300-001, 179-300-002, 179-300-003, 179-300-004, 179-300-005, 179-300-006, 179-300-007, 179-300-008, 179-300-009, 179-300-010, 179-300-013, 179-300-014, 179-300-015, 179-300-016, 179-300-017, 179-300-018, 179-300-019, and 179-300-020;

**ACTION:**Policy

Robert Field, Assistant County Executive Officer/ECD 9/11/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and is set for public hearing on Tuesday, October 22, 2019 at 9:30 a.m. or as soon as possible thereafter. The original hearing date was set for September 17, 2019 at 9:30 a.m. or as soon as possible thereafter (M.O. #3.12 of August 6, 2019), but has now been moved to October 22, 2019.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: September 17, 2019  
xc: EDA, COB

Kecia R. Harper  
Clerk of the Board

By   
Deputy

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

2. Invite bids from prospective buyers to acquire the subject property and set a Public Hearing date of October 22, 2019, for review and consideration of written and oral bids; and
3. Authorize and direct the Clerk of the Board to give notice pursuant to Sections 25528 and 6063 of the Government Code.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> N/A			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2019/20	

**C.E.O. RECOMMENDATION:** [CEO Use]

**BACKGROUND:**

**Summary**

The subject property consists of approximately 5.48 acres of land, containing an approximately 44,738 square foot office/warehouse building, improved with two (2) 12,000 gallon fuel tanks / pumping station, a car wash structure, carport parking areas with solar panels on the roof and together with all other improvements situated thereon, commonly known as 5293 Mission Boulevard, Jurupa Valley, California, identified as Assessor's Parcel Numbers 179-300-001, 179-300-002, 179-300-003, 179-300-004, 179-300-005, 179-300-006, 179-300-007, 179-300-008, 179-300-009, 179-300-010, 179-300-013, 179-300-014, 179-300-015, 179-300-016, 179-300-017, 179-300-018, 179-300-019, and 179-300-020 ("Property").

The Fleet Service Department ("Fleet") has consolidated its Jurupa Valley Fleet operations at the Property to other Fleet locations in an effort to pursue cost savings. Fleet has requested that this location be declared surplus and sold. The Property has been determined to be no longer needed for County use or purposes and it is recommended that the Property be sold in accordance with Government Code Sections 25520 et seq. as required by law. The terms and conditions of the sale are contained within Resolution No. 2019-171 and the bid forms. In order to initiate this process, staff recommends adoption of Resolution No. 2019-171 to provide the statutory notice of the Board of Supervisor's intention to sell the Property. Also, this action will facilitate the sale to invite bids from prospective buyers and sets a date for the public bidding process to occur. An independent appraisal was conducted and found the current fair market value of the Property to be \$10,200,000 and the minimum bid will be set at this same current fair market value.

In accordance with Government Code section 54222, public agencies and all County departments were notified in writing regarding this offer to sell the Property. The County

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

received a non-binding letter of intent to purchase from a local government entity in November 2018. The County began good faith negotiations and processing of the sale to the entity; however, EDA recently received notice in June 2019 that the entity has decided not to proceed with the purchase. No other agencies or departments indicated interest to purchase the Property during the requisite sixty (60) day period under Government Code section 54222. As a result, the County will now release this public notice of intent to sell the Property.

Resolution No. 2019-171 and the Bid Form Documents have been approved as to form by County Counsel.

**Impact on Citizens and Businesses**

The surplus sale of the Property will benefit the citizens and businesses by returning this public property back to private business use and purpose. The sale will allow the Property to generate both sales and property taxes and may allow for new jobs and revenues in this City.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

There are no net County costs associated with this transaction, and no budget adjustments are necessary at this time. The sale of this Property is expected to generate approximately \$10,200,000 and will be used to eliminate the bond debt that currently encumbers this Property. Once the sale of the Property takes place and the bond debt is retired, Fleet will realize an annual cost savings of over a \$1 million per annum.

Attachments:

- Aerial Image
- Resolution No. 2019-171

  
Nehini Masika, Principal Management Analyst 9/12/2019



# Riverside County Board of Supervisors Request to Speak

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

SPEAKER'S NAME: BERNARD MURPHY

Address: 6581 AVENIDA MICHEALINDA

City: JURUPA VALLEY zip: 92509

Phone #: 951-787-2347

Date: 10/22/19 Agenda # 19.2

### PLEASE STATE YOUR POSITION BELOW:

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

Support       Oppose       Neutral

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

Support       Oppose       Neutral

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

# BOARD RULES

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

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

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

Notwithstanding any other provisions of these rules, a member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. Donated time is not permitted during Public Comment.

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

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

## **Individual Speaker Limits:**

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

## **Group/Organized Presentations:**

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

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

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