

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



ITEM: 3.5
(ID # 19702)

MEETING DATE:
Tuesday, September 13, 2022

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Adoption of Resolution No. 2022-118, Authorization to Convey Fee Simple Interest in Real Property in the Rubidoux Community Services District, County of Riverside, California, Identified as Assessor's Parcel Numbers 179-202-030, 179-212-005, 179-212-006, 179-221-014, and 179-221-015 by Grant Deed to the Rubidoux Community Services District, District 2, CEQA Exempt, [Total Cost \$62,500, 100% Sale Proceeds] [4/5 vote] (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that this conveyance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15312, Surplus Government Property Sales; and Section 15061(b)(3), General Rule or Common Sense exemption;
2. Adopt Resolution No. 2022-118, Authorization to Convey Fee Simple Interests in Real Property located in the City of Jurupa Valley, County of Riverside, identified as Assessor's Parcel Numbers 179-202-030, 179-212-005, 179-212-006, 179-221-014, and 179-221-015 by Grant Deed to the Rubidoux Community Services District;

Continued on page 2


ACTION: Policy, 4/5 Vote Required


Rose Salgado, Director of Facilities Management 8/15/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: September 13, 2022
xc: FM, Recorder

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:

3. Approve the Purchase and Sale Agreement between the County of Riverside, a political subdivision of the State of California, and the Rubidoux Community Services District, a public agency organized and existing under, and by virtue of, the Community Services District Law, and authorize the Chair of the Board to execute the Agreement on behalf of the County;
4. Authorize the Chairman of the Board of Supervisors to execute the Grant Deed to complete the conveyance of real property and this transaction;
5. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete the conveyance of real property and this transaction;
6. Ratify and authorize a reimbursement to Facilities Management Real Estate Division in an amount not to exceed \$62,500; and
7. Direct the Clerk of the Board to file the Notice of Exemption to the County Clerk for posting within five (5) working days of approval of this project.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 62,500	\$ 0	\$ 62,500	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Sale Proceeds			Budget Adjustment:	No
			For Fiscal Year:	2022/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On July 26, 2022, pursuant to Government Code Sections 25365 and 54221(f)(1)(D), the Board adopted Resolution No. 2022-118, Declaration of Exempt Surplus Land and Notice of Intention to Convey Fee Simple Interest in Real Property located in the City of Jurupa Valley, identified as Assessor's Parcel Numbers 179-202-030, 179-212-005, 179-212-006, 179-221-014, and 179-221-015 (Property) by Grant Deed to the Rubidoux Community Services District (District).

Through this action the County intends to sell and convey its fee simple interest in the Property. The Property contains an office building located at 5473 Mission Boulevard, Jurupa Valley, which is currently unoccupied. The Property is being sold to the District for the fair market value of three-hundred ninety thousand dollars (\$390,000), as recently appraised by an independent appraiser.

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

This conveyance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15301, Class 1, Existing Facilities Exemption; section 15312, Surplus Government Property Sales; and section 15061(b)(3), General Rule or Common Sense exemption.

Resolution No. 2022-118, the Purchase and Sale Agreement and Joint Escrow Instructions, and the Grant Deed have been approved as to form by County Counsel.

Impact on Citizens and Businesses

The sale of the Property will assist the District in their efforts to provide public services to the citizens and businesses in the City of Jurupa Valley.

SUPPLEMENTAL:

Additional Fiscal Information

No net County cost will be incurred, and no budget adjustment is necessary, however the Facilities Management Real Estate Division has incurred costs associated with this transaction. Real Estate Division's property management and transactional costs in the approximate amount of \$62,500 will be reimbursed from the sale proceeds. The balance of the sales proceeds will be deposited into Sub-Fund 11183.

Sales Price	\$390,000
Estimated Escrow and Title Charges	\$4,000
Security of Property	\$26,000
Advertising Costs	\$2,000
Appraisal	\$5,500
County Staff Time includes FM-RE, FM Environmental and County Counsel	\$25,000
Total Estimated Costs:	\$62,500
Total Estimated Net Proceeds:	\$327,500

ATTACHMENTS:

- Resolution 2022-118
- Purchase and Sale Agreement and Joint Escrow Instructions
- Grant Deed
- Notice of Exemption
- Aerial Map

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

DC:sc/07262022/411FM/30.747

Meghan Hahn

Meghan Hahn, Senior Management Analyst 9/2/2022

Aaron Gettis

Aaron Gettis, Deputy County Counsel 9/1/2022

1
2 Board of Supervisors

County of Riverside

3 Resolution No. 2022-118

4 Authorization to Convey Fee Simple Interest in

5 Real Property in the City of Jurupa Valley, County of Riverside,
6 California, Assessor's Parcel Numbers 179-202-030, 179-212-005,
7 179-212-006, 179-221-014, & 179-221-015 by Grant Deed
8 to the Rubidoux Community Services District

9
10 WHEREAS, the County of Riverside is the owner of certain real property in the
11 City of Jurupa Valley, County of Riverside, State of California, identified as Assessor's
12 Parcel Numbers 179-202-030, 179-212-005, 179-212-006, 179-212-014, & 179-212-
13 015 (the "Property");

14 WHEREAS, the Property consists of 0.66 acres with improvements consisting of
15 a 3,528 square foot community center building, which was formally known as the
16 Rubidoux Community Resource Center;

17 WHEREAS, the County of Riverside deems the Property is no longer required
18 for County uses or purposes;

19 WHEREAS, the County of Riverside desires to transfer the Property to the
20 Rubidoux Community Services District, a public agency organized and existing under,
21 and by virtue of, the Community Services District Law (the "District") for the
22 consideration of \$390,000 (Three-Hundred and Ninety-Thousand Dollars);

23 WHEREAS, the District and the County of Riverside concur that it would be in
24 both parties' best interest to transfer ownership of the Property to the District;

25 WHEREAS, on July 26, 2022, the Board of Supervisors declared the Property to
26 be exempt surplus land pursuant to California Government Code Section
27 54221(f)(1)(D) and provided notice of intention to convey the Property to the District;
28 and

FORM APPROVED COUNTY COUNSEL
BY: AMY R. DRILLON
DATE: 8/31/2022

1 WHEREAS, the County has reviewed and determined that the purchase of the
2 Property is categorically exempt from the California Environmental Quality Act
3 ("CEQA") pursuant to State CEQA Guidelines Section 15301, Class 1, Existing
4 Facilities Exemption; Section 15312, Surplus Government Property Sales; and Section
5 15061(b)(3), General Rule or "Common Sense" Exemption: now, therefore,

6 BE IT RESOLVED, DETERMINED AND ORDERED by a four-fifths vote of the
7 Board of Supervisors of the County of Riverside ("Board"), in regular session
8 assembled on August 30, 2022, at 9:30 a.m. or soon thereafter, in the meeting room of
9 the Board of Supervisors located on the 1st floor of the County Administrative Center,
10 4080 Lemon Street, Riverside, California, based upon a review of the evidence and
11 information presented on the matter, as it relates to this acquisition, this Board:

12 1. Has determined that the proposed acquisition project is categorically
13 exempt from CEQA pursuant to State CEQA Guidelines Section 15301, Class 1,
14 Existing Facilities Exemption; Section 15312, Surplus Government Property Sales; and
15 Section 15061(b)(3), General Rule or "Common Sense" Exemption; and

16 2. Authorizes the conveyance to the District the following described real
17 property: Certain real property located in the City of Jurupa Valley, State of California,
18 identified as Assessor's Parcel Numbers 179-202-030, 179-212-005, 179-212-006,
19 179-221-014, & 179-221-015 by Grant Deed, as more particularly described in Exhibit
20 "A", attached hereto and thereby made a part hereof.

21 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that this Board
22 hereby approves the Agreement of Purchase and Sale and Joint Escrow Instructions
23 between the County of Riverside and the Rubidoux Community Services District,
24 ("Agreement") and authorizes the Chair of the Board of Supervisors of the County of
25 Riverside to execute the Agreement on behalf of the County.

26 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Chair of
27 the Board of Supervisors of the County of Riverside is authorized to execute the Grant
28 Deed.

1 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Director
2 of Facilities Management or designee, is authorized to execute any other documents
3 and administer all actions necessary to complete the conveyance of real property.

4 BE IF FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of
5 the Board to submit the Notice of Exemption to the County Clerk for posting within five
6 (5) days of approval of this project.

7 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the
8 County's Department of Facilities Management-Real Estate Division be reimbursed for
9 all costs incurred relating to this transaction in an amount not to exceed sixty two
10 thousand five hundred dollars (\$62,500).

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16 ROLL CALL:

17 Ayes: Spiegel, Jeffries, Washington, Perez and Hewitt

18 Nays: None

19 Absent: None

20 Abstained:

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

24 DC:sc/08032022/411FM/30.747

Kecia R. Harper, Clerk of said Board

25
26 By 
27 Deputy
28

EXHIBIT "A"

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

PARCEL 1: (APN 179-221-015)

The Northwesterly 20.00 feet of Lot 9 and the Southeasterly 5.00 feet of Lot 8 in Block "B" of Wilcox Square, in the County of Riverside, State of California, as shown by map on file in Book 15, Page 86 of Maps, Records of Riverside County, California.

EXCEPTING therefrom the Southwesterly 37.00 feet thereof as conveyed to the State of California, by deeds recorded July 19, 1940 in Book 471 Page 93 and in Book 469 Page 396 both of Official Records of Riverside County, California.

PARCEL 2: (APN 179-212-005)

Lots 1, 2 and 3 in Block "B" of Wilcox Square, in the County of Riverside, State of California, as per map recorded in Book 15 Page 86 of Maps, in the Office of the County Recorder of said County.

EXCEPTING therefrom the Southwesterly 37 feet deeded to the State of California for highway purposes.

PARCEL 3: (APN 179-212-006)

Lot 4, 5, 6 and 7 in Block "B" of Wilcox Square, in the County of Riverside, State of California, as per map recorded in Book 15, Page 86 of Maps, in the Office of the County Recorder of said County.

EXCEPTING therefrom the Southwesterly rectangular 37.00 feet as granted to the State of California for road purposes by Deed recorded July 25, 1940 in Book 474, Page 4 of Official Records, Riverside County Records.

PARCEL 4: (APN 179-202-030)

Lot 39, Block B of Wilcox Square, in the County of Riverside, State of California, as shown by Map on file in Book 15, Page 86 of Maps, Riverside County Records.

PARCEL 5: (APN 179-221-014)

The Northwesterly 20.00 feet of Lot 8 in Block "B" of Wilcox Square, as shown by Map on file in Book 15, Page 86 of Maps, records of Riverside County, California

EXCEPTING therefrom the Southwesterly 37.00 feet thereof.

Rubidoux Community Resource Center



APN's: 179-202-030, 179-212-005, 179-212-006, 179-221-014, & 179-221-015

**AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

BY AND BETWEEN

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

AS SELLER

AND

**Rubidoux Community Services District,
a public agency organized and existing under,
and by virtue of, the Community Services District Law**

AS BUYER

RELATING TO

5473 Mission Boulevard, Jurupa Valley, California, 92509

**Assessor's Parcel Numbers:
179-202-030, 179-212-005, 179-212-006, 179-221-014 and 170-221-015**

SEP 13 2022 3.5

**AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into this _____ day of _____, 2022, by and between the RUBIDOUX COMMUNITY SERVICES DISTRICT, a public agency organized and existing under, and by virtue of, the Community Services District Law, California charter city and municipal corporation ("Buyer") and COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Seller"); sometimes collectively hereinafter referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS Seller is the owner of the Property (as defined in Section 1 below) and has determined that the Property is no longer required for its own use; and

WHEREAS the Seller desires to sell, and Buyer desires to purchase, the Property, and the Parties desire to enter into this Agreement to provide the terms and conditions for the Parties to complete the sale by the Seller of the Property to the Buyer; and

WHEREAS the Parties desire to enter into this Agreement to provide a binding process for the Parties to complete the sale by the Seller to Buyer; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto do hereby agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms will be defined as follows:

(a) **Effective Date:** The Effective Date is the last date on which this Agreement is fully executed by Buyer or Seller as listed on the signature page of this Agreement.

(b) **Property:** Seller is the owner of certain real property located in the City of Jurupa Valley County of Riverside, State of California, consisting of approximately 0.66 acres of land, containing approximately a 3,528 square foot office building and the related improvements, commonly known as 5473 Mission Boulevard, Jurupa Valley, California, identified by Assessor's Parcel Numbers 179-202-030, 179-212-005, 179-212-006, 179-221-014 and 170-221-015, which is more particularly described in Exhibit "A," attached hereto and incorporated herein ("Property").

(c) **Purchase Price:** The Purchase Price for the Property is Three-Hundred Ninety Thousand Dollars (\$390,000).

(d) **Escrow Holder:** Lawyers Title Company at the address set forth in subsection (h) below. The escrow has been assigned to Debbie Strickland as the Escrow Officer.

(e) **Title Company:** Lawyers Title Company at the address set forth in subsection (h) below; Barbara Northrup is assigned as the Title Officer.

(f) **Closing and Close of Escrow:** The Closing or the Close of Escrow will be deemed to have occurred when the Grant Deed (as defined in Section 5.1) is recorded in the Official Records of the County of Riverside. These terms are used interchangeably in this Agreement.

(g) **Closing Date:** The Closing Date shall occur on or before sixty (60) days from the Effective Date, unless extended by mutual approval of the Parties hereto. If the escrow is not closed on or before sixty (60) days from the Effective Date or otherwise extended by mutual approval, then either Party may elect to cancel escrow by providing a written notice to the other Party and to Lawyers Title Company and paying any and all Escrow cancellation fees. If no demand for cancellation is made, then Escrow will close as soon as possible.

(h) **Notices:** In the event either Party desires or is required to give notice to the other Party in connection with this Agreement, the same shall be in writing and shall be deemed to have been given when delivered in person, when delivered (or delivery is refused by recipient) by recognized overnight air courier service (such as FedEx, UPS or USPS), when delivered by email transmission (provided that such email transmission is followed by delivery in person, or by overnight courier or certified mail), or three (3) days after deposit with the United States Postal Service, certified mail receipt requested addressed to Buyer or Seller at the appropriate address as set forth in this subsection (h) below. Notices will be sent as follows to:

Seller: County of Riverside
Attn: Vincent Yzaguirre
3450 14th Street, Suite 200
Riverside, CA 92501
Telephone: (951) 955-9011
Email: vyzaguirre@rivco.org

Buyer: Rubidoux Community Services District
Attn: Jeff Sims
3590 Rubidoux Boulevard
Jurupa Valley, CA 92509
Telephone: (951) 684-7580
Email: jsims@rcsd.org

Escrow Holder: Lawyers Title Company
Attn: Debbie Strickland
3480 Vine Street, Suite 300
Riverside, CA 92507
Telephone: (951) 248-0660
Email: DStrickland@ltic.com

Title Company: Lawyers Title Company
3480 Vine Street, Suite 300
Riverside, CA 92507
Attn: Barbara Northrup
Telephone: (951) 248-0669

Email: TU65@LTIC.COM

- (i) **Exhibits:**
Exhibit "A" – Legal Description of Property
Exhibit "B" – Form of Grant Deed
Exhibit "C" – Preliminary Title Report
Exhibit "D" – Billboard Lease Agreement

2. **Purchase and Sale.** Upon and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell the Property to Buyer and Buyer agrees to buy the Property from Seller, together with all easements, appurtenances thereto, and all improvements and fixtures situated thereon.

3. **Purchase Price.** The Purchase Price for the Property will be paid as follows:

Prior to the Close of Escrow, as described in section 1(f) above, Buyer shall deposit an amount equal to the sum of the Purchase Price plus a good faith estimate of Buyer's share of all costs, expenses and prorations under this Agreement into Escrow in the form of a wire transfer or other immediately available funds. Escrow Holder shall deposit said funds in an interest-bearing account which shall be applied against the Purchase Price at closing and any overages, including the interest, shall be returned to Buyer at Close of Escrow.

4. **Escrow.** Buyer and Seller shall open an escrow (the "**Escrow**") with Escrow Holder within five (5) business days after the Effective Date by delivering to Escrow Holder fully executed original or originally executed counterparts of this Agreement. The date Escrow is opened shall be the official Opening Date of Escrow referenced herein. This Purchase shall be contingent upon the approval of the Board of Supervisors of the Authorization to Convey and this Purchase and Sale Agreement and Joint Escrow Instructions document. This contingency will be removed from Escrow upon the receipt of the executed Purchase and Sale Agreement and Joint Escrow Instructions document signed by Chairman of the Board of Supervisors. Buyer and Seller agree to execute any additional instructions, as reasonably required by the Escrow Holder. If there is a conflict between any printed escrow instructions and this Agreement, the terms of this Agreement will govern.

5. **Deliveries to Escrow Holder.**

5.1 By Seller. At least one (1) business day prior to the Closing Date, Seller will deliver or cause to be delivered to Escrow Holder the following items:

(a) A Grant Deed ("**Grant Deed**"), in the form attached to this Agreement as Exhibit "B", duly executed and acknowledged by Seller and in recordable form, conveying the Property to Buyer;

(b) A Transferor's Certificate of Non-Foreign Status ("**FIRPTA Certificate**").

5.2 By Buyer. At least one (1) business day prior to the Closing Date (and in any event in a manner sufficient to allow Escrow to close not later than the Closing Date), Buyer will deliver or cause to be delivered to Escrow Holder the following items:

(a) The Purchase Price in accordance with Section 3, above; and

(b) The amount due Seller and any third parties, if any, after the prorations are computed in accordance with Section 12 below.

5.3 By Buyer and Seller. Buyer and Seller will each deposit such other instruments consistent with this Agreement and as reasonably required by Escrow Holder or otherwise required to close Escrow. In addition, Seller and Buyer will designate the Title Company as the “**Reporting Person**” for the subject transaction, pursuant to Section 6045(e) of the Internal Revenue Code.

6. **Title Report.** Buyer has obtained Preliminary Title Report #622650000, dated December 28, 2021, (“PTR”) for the Property prepared by Lawyers Title Company, together with copies of the exceptions to title described in the Preliminary Title Report, attached hereto as Exhibit “C” and incorporated herein by reference.

7. **Conditions to the Close of Escrow.**

7.1 Conditions Precedent to Buyer’s Obligations. The following conditions to Buyer’s obligation to close Escrow must be satisfied not later than the Closing Date or such other period of time as may be specified below:

(a) Title. At the Close of Escrow, the Property will be conveyed with clear and marketable title, free of any loans, liens and encumbrances of any kind, to Buyer by the Seller by Grant Deed, and as a condition to Buyer’s obligation to close, the Title Company shall agree to issue the Title Policy to Buyer with coverage in the amount of the Purchase Price, listing the following as exceptions (“**Permitted Exceptions**”):

(i) Matters of title respecting the Property approved or deemed approved by Buyer in accordance with this Agreement;

(ii) Matters affecting the condition of title to the Property created by or with the written consent of Buyer;

(iii) Non-delinquent real property taxes (if any); and

(iv) Non-monetary encumbrances in the PTR that are approved by Buyer as provided in this subparagraph (iv). Buyer shall have the right to review and approve or disapprove any exceptions in the PTR that relate to the Property, at Buyer’s sole cost and expense. Within ten (10) business days after receipt of the PTR and copies of all documents listed in the PTR as exceptions, Buyer shall provide notice in writing to Seller in the event that Buyer objects to exceptions (collectively, the “**Objectionable Exceptions**”), as shown in the PTR. Seller will have ten (10) days after receipt of Buyer’s notice of Objectionable Exceptions to advise Buyer in writing whether Seller will eliminate or ameliorate the Objectionable Exceptions. If the Seller elects not to or is unable to eliminate or ameliorate the Objectionable Exceptions, then Buyer shall have the right to, by a writing delivered to Seller and Escrow Holder:

(A) Waive its prior disapproval, in which event the disapproved matters shall be deemed approved, and proceed with the purchase to acquire the Property, subject to the Objectionable Exceptions without reduction in the Purchase Price and subject to satisfaction of Buyer’s other conditions; or

(B) Cancel the Escrow and this Agreement by written notice to Seller and the Escrow Holder, in which case any deposit, together with interest thereon will be returned to Buyer and the cancellation costs, if any, will be borne by Buyer.

(C) If Seller commits to remove any of the Objectionable Exceptions and fails to do so by the Closing Date, then Seller may be declared in default under this Agreement and Buyer may, at Buyer's election, terminate this Agreement and pursue its remedies as set forth herein and any remedies available to Buyer at law or in equity, provided such failure was not as a result of Seller pursuing in good faith to remove any of the Objectionable Exceptions committed by Seller to remove and was unsuccessful due to factors beyond the control of the Seller. All exceptions in the PTR that are approved by Buyer, together with all applicable laws, ordinances, rules and regulations of any applicable governmental authority and any matters that have been disclosed by an accurate survey provided to Buyer or by a reasonable physical inspection of the Property shall be referred to herein as "Permitted Exceptions".

(b) Title Insurance. As of the Close of Escrow, the Title Company will issue, or have committed to issue, the Title Policy to Buyer with only the Permitted Exceptions, as set forth in detail in section 10 below.

(c) Delivery of Information. Within five (5) days after the Opening of Escrow, Seller shall deliver to Buyer the original or true copies of all surveys, plans, and specifications, residential disclosure statements (as required), building conditions audits, past hazardous material studies, as-built drawings, building permits, certificates of occupancy, certificates of completion, soil reports, engineers' reports, other contracts, but not limited to, studies, and similar information which Seller may have in its possession relating to the Property, except as specifically set forth herein, Seller makes no warranty regarding the contents of such items. If the Escrow shall fail to close for any reason, all such items shall be immediately returned to Seller.

(d) The conditions set forth in this Section 7.1 are solely for the benefit of Buyer and may be waived only by Buyer. At all times Buyer has the right to waive any condition. Such waiver or waivers must be in writing to Seller and Escrow Holder.

(e) The Close of Escrow and Buyer's obligations with respect to this transaction are subject to Seller's delivery to Escrow Holder on or before the Closing Date the items described in Sections 5.1 and 5.3 above and the removal or waiver of the items described in this Section 7.1.

7.2 Conditions Precedent to Seller's Obligations. The following shall be conditions precedent to Seller's obligation to consummate the Purchase and Sale transaction contemplated herein:

(a) Buyer shall have delivered to Escrow Holder, prior to the Closing, for disbursement as directed hereunder, an amount equal to the Purchase Price and any other funds in accordance with this Agreement;

(b) Buyer shall have delivered to Escrow Holder the items described in Paragraphs 5.2 and 5.3 above; and

(c) The conditions set forth in the Section 7.2 are solely for the benefit of Seller and may be waived only by the Seller. At all times Seller has the right to waive any condition. Such waiver or waivers must be in writing to Buyer and Escrow Holder.

7.3 Termination of Agreement. Buyer shall have forty-five (45) days from the Effective Date to approve or disapprove of the condition of the Property ("Due Diligence Period"). During this Due Diligence Period, Buyer may cancel escrow for any reason whatsoever, by providing written notice to Seller and Escrow of its intention to cancel said escrow.

8. **Due Diligence by Buyer.** Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of this transaction for the purpose of conducting due diligence, including making necessary or appropriate inspections.

8.1 Matters to Be Reviewed. Buyer must complete its due diligence investigation of and approve each of the following matters prior to the Close of Escrow:

(a) The physical condition of the Property, including without limitation, any structural components, electrical, system, plumbing or any irrigation system, paving, soil conditions, the status of the Property with respect to hazardous and toxic materials, if any, and in compliance with all applicable laws including any laws relating to hazardous and toxic materials and all applicable laws;

(b) All applicable government ordinances, rules, and regulations of Seller's compliance therewith including, but not limited to, zoning and building regulations; and

(c) All licenses, permits, and other governmental approvals and/or authorizations relating to the Property which shall remain in effect after the Close of Escrow.

8.2 Due Diligence Requirements.

(a) Subject to Section 16.4 below, Buyer shall only conduct a visual inspection of the Property and shall have no right to conduct any physical testing, boring, sampling or removal (collectively, "Physical Testing") of any portion of the Property without first obtaining Seller's prior written consent, which shall not be unreasonably withheld. If Buyer wishes to conduct any Physical Testing on any portion of the Property, Buyer shall submit a work plan to Seller for Seller's prior written approval.

(b) At least forty-eight (48) hours prior to any entry thereon to the Property by Buyer and/or its agents, employees, representatives or contractors (collectively, "Buyer's Agents") for the purpose of conducting Buyer's investigations, Buyer shall provide Seller with sufficient evidence to show that Buyer's Agents who are to enter thereon to the Property are adequately covered by policies of insurance issued by a carrier reasonably acceptable to Seller insuring Buyer and Seller against any and all liability arising out of the entry and activities of Buyer's Agents' upon the Property, including, without limitation, any loss or damage to the Property or Transferred Personal Property arising therefrom, with coverage in the amount of not less than One Million Dollars (\$1,000,000) per occurrence.

(c) Buyer shall, at its sole cost and expense, comply with all applicable federal, state and local laws, statutes, rules, regulations, ordinances or policies in conducting Buyer's investigations and any Physical Testing relating thereto.

(d) Buyer shall, at its sole cost and expense, clean up, restore and repair the Property and any other portion thereof altered in any manner by Buyer or Buyer's Agents, after Buyer's or Buyer's Agents' entry thereon so that said property shall be returned to the same condition that existed prior to Buyer's or Buyer's Agents' entry thereon.

(e) Buyer shall provide to Seller, upon Seller's written request, with a copy of any and all information, materials and data that Buyer and/or Buyer's Agents discover, obtain or generate in connection with or resulting from Buyer's investigations and/or Physical Testing under this Section 8.2.

(f) Buyer hereby agrees to protect, indemnify, defend, and hold harmless Seller from and against any and all losses, obligations, liabilities, claims, liens, stop notices, actions, damages and/or expenses caused by reason of Buyer's or Buyer's Agent's entries thereon to the Property prior to the Close of Escrow pursuant to the foregoing. Buyer shall keep the Property free of mechanic's liens related to the activities of Buyer or Buyer's Agents. This Section 8.2 shall survive the Closing or termination of this Agreement.

8.3 Material New Matters. If Buyer discovers any new matter prior to Close of Escrow which was not disclosed by Seller prior to the Close of Escrow or not reasonably discoverable prior to the Close of Escrow ("New Matter"), and that New Matter is one which would appear as an exception to the Title Policy or is materially inconsistent with a disclosure by Seller or with any representations or warranties contained in Section 16.2 below, and such New Matter is of such a nature that, in Buyer's reasonable judgment, it would materially and adversely, affect the acquisition, development, sale or use of the Property for Buyer's intended purpose, then Buyer shall be entitled to treat such New Matter as a failure of condition to the Close of Escrow. If Buyer elects to treat such New Matter as a failure of condition to the Close of Escrow, then Buyer shall give notice to Seller of Buyer's election to terminate this Agreement within fifteen (15) days of Buyer's obtaining knowledge of such New Matter, but in no event later than the Closing Date. However, if Buyer gives Seller notice of its election to terminate this Agreement, under this Section 8.3, Seller may elect, in its sole and absolute discretion, by written notice to Buyer and to Escrow Holder, within five (5) business days following Seller's receipt of Buyer's notice, to correct the New Matter prior to the Close of Escrow. If Seller elects to correct the New Matter, Seller will be entitled to extend the Close of Escrow for not more than twenty (20) days in order to correct the New Matter and, in such event, Buyer may not terminate this Agreement. If Seller fails to correct the New Matter by the Closing Date as extended, Buyer may terminate this Agreement.

8.4 AS-IS Sale. BUYER ACKNOWLEDGES THAT IT HAS INSPECTED, OR WILL HAVE AN OPPORTUNITY TO INSPECT, TO ITS SATISFACTION PRIOR TO THE CLOSING, THE PROPERTY AND ALL FACTORS RELEVANT TO ITS OWNERSHIP AND USE OF THE PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE ANY REPRESENTATIONS, WARRANTIES, GUARANTIES, PROMISES, STATEMENTS, OR ASSURANCES WHATSOEVER, EXPRESS OR IMPLIED, DIRECTLY OR THROUGH ANY EMPLOYEE OR AGENT, AS TO THE CONDITION OF THE PROPERTY, OR ANY OTHER MATTER, INCLUDING, BUT NOT LIMITED TO, HAZARDOUS SUBSTANCES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING IN ANY WAY, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, SELLER EXPRESSLY DISCLAIMS MAKING OR HAVING MADE ANY REPRESENTATIONS OR WARRANTY WITH RESPECT TO ANY DOCUMENTS AND MATERIALS FURNISHED BY SELLER. BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR SELLER'S EXPRESS COVENANTS, REPRESENTATIONS AND WARRANTIES CONTAINED IN THE AGREEMENT, SELLER

SPECIFICALLY DISCLAIMS: (A) ALL MATTERS RELATING TO THE TITLE TOGETHER WITH ALL GOVERNMENTAL AND OTHER LEGAL REQUIREMENTS SUCH AS TAXES, ASSESSMENTS, ZONING, USE PERMIT REQUIREMENTS, TENTATIVE MAP CONDITIONS, BUILDING PERMIT REQUIREMENTS, BUILDING CODES, AND OTHER DEVELOPMENT REQUIREMENTS; (B) THE PHYSICAL CONDITION OF THE PROPERTY; (C) ALL OTHER MATTERS OF ANY SIGNIFICANCE AFFECTING THE PROPERTY, WHETHER PHYSICAL IN NATURE OR INTANGIBLE IN NATURE, SUCH AS THE POLITICAL CLIMATE WITH RESPECT TO THE GOVERNMENTAL AGENCIES THAT HAVE JURISDICTION OVER THE PROPERTY, DEVELOPMENT OF THE PROPERTY OR THE OPERATION OF THE PROPERTY; (D) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY; (E) THE ECONOMICS OF THE PRESENT OR FUTURE OWNERSHIP AND/OR OPERATION OF THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY; (F) ENTITLEMENTS, ZONING, DENSITY, AND OTHER MATTERS WHICH MAY IMPACT THE FUTURE DEVELOPMENT OF THE PROPERTY; AND (G) THE EXISTENCE OF HAZARDOUS SUBSTANCES IN, UNDER, OR AFFECTING THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS PURCHASING THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY "AS IS WITH ALL DEFECTS" BASED UPON BUYER'S OWN INSPECTION OF THE PROPERTY.

9. **Conditions Precedent to Seller's Obligation.** The Close of Escrow and Seller's obligations with respect to this transaction are subject to Buyer's delivery to Escrow Holder on or before the Closing Date of the Purchase Price and items described in Sections 5.2 and 5.3.

10. **Title Insurance.** At the Close of Escrow, the Title Company will issue to Buyer, at Seller's expense, a CLTA standard coverage owner's policy in an amount equal to the Purchase Price showing fee title to the Property vested in Buyer subject only to the Permitted Exceptions ("**Title Policy**") and the standard printed exceptions and conditions in the policy of title insurance. If Buyer elects to obtain any endorsements or an ALTA Extended Policy of Title, the additional premium and costs of the policy survey for the ALTA Extended policy of title and the cost of any endorsements will be at Buyer's sole cost and expense; however, Buyer's election to obtain an ALTA extended policy of title will not delay the Closing. Further, Buyer's inability to obtain an ALTA extended policy of title or any such endorsements will not be deemed to be a failure of any condition to Closing.

11. **Costs and Expenses.** Seller and Buyer shall deposit or provide for with Escrow Holder sufficient funds to pay for their respective share of costs and expenses.

11.1 Seller will pay:

- (a) One half (1/2) of escrow costs and fees;
- (b) All costs associated with removing any debt or liens encumbering the Property;
- (c) All costs associated with Seller's attorneys' fees and Seller's cost to transact;
- (d) Seller's share of prorations, if applicable; and

(e) CLTA standard coverage title policy.

11.2 Buyer will pay:

- (a) One half (1/2) of escrow and all transfer taxes, recording costs/fees;
- (b) ALTA Extended Owner's Policy and any title endorsements, if elected by the Buyer;
- (c) All costs associated with Buyer's attorneys' fees and Buyer's cost to transact; and
- (d) Buyers share of prorations, if applicable.

12. Prorations; Closing Statement.

12.1 Tax Exempt Agency. All Parties hereto acknowledge that the Buyer and Seller are public entities and exempt from payment of any real property taxes. There will be no proration of taxes through escrow.

12.2 Utility Deposits. Seller will notify all utility companies servicing the Property of the sale of the Property to Buyer and will request that such companies send Seller a final bill for the period ending on the last day before the Close of Escrow. Buyer will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to Buyer. If Seller receives a bill for utilities provided to the Property for the period in which the Close of Escrow occurred, Seller shall be responsible to pay the bill.

12.3 Method of Proration. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Property, and therefore entitled to the income there from and responsible for the expenses thereof, for the entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the Parties pursuant to this Section 12 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

12.4 Closing Statements. Seller and Buyer shall each provide Escrow Holder with the information necessary to allow Escrow Holder to prepare a preliminary closing statement for the transaction ("Preliminary Closing Statement"), which shall show the net amount due to each party under this Agreement, including the balance of the Purchase Price payable by Buyer and the adjustments and prorations set forth herein. Once the Preliminary Closing Statement is signed by Seller and Buyer, then Escrow Holder, for purposes of closing Escrow, shall be entitled to rely upon the information set forth in the Preliminary Closing Statement. The Parties acknowledge that the Preliminary Closing Statement is a good faith estimate of the closing costs and may vary at the time of Closing.

13. Disbursements and Other Actions by Escrow Holder. At the Close of Escrow, Escrow Holder will promptly undertake all of the following:

13.1 Funds. Promptly upon Close of Escrow, disburse all funds deposited with Escrow Holder by Buyer in payment of the Purchase Price as follows: (a) deduct or credit all items chargeable to the account of Seller and/or Buyer pursuant to Sections 11 and 12, (b) disburse the balance of the Purchase Price to the Seller, and (c) disburse any excess proceeds deposited by Buyer to Buyer.

13.2 Recording. Cause the Grant Deed to be recorded with the County Recorder and obtain conformed copies thereof for distribution to Buyer and Seller.

13.3 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

13.4 Delivery of Documents to Buyer and Seller. Deliver to Buyer the FIRPTA Certificate and any other documents (or copies thereof) deposited into Escrow by Seller. Deliver to Seller any other documents (or copies thereof) deposited into Escrow by Buyer.

14. **Joint Representations and Warranties**. In addition to any express agreements of the Parties contained herein, the following constitute representations and warranties of the Parties each to the other:

14.1 Each Party has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, to perform its obligations under and to consummate the transaction completed by this Agreement.

14.2 At Close of Escrow, all requisite action (corporate, trust, partnership, or otherwise) has been taken by each Party in connection with the entering into of this Agreement, the instruments referenced herein and the consummation of this transaction. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

14.3 The individuals executing this Agreement and the instruments referenced herein on behalf of each Party and the partners, officers, or trustees of each Party, if any, have the legal power, right, and actual authority to bind each Party to the terms and conditions of those documents.

14.4 This Agreement and all other documents required to close this transaction are and will be valid legally binding obligations of, and enforceable against, each Party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws, or similar laws or equitable principles affecting or limiting the rights of contracting Parties generally.

14.5 At Closing, Seller shall convey the Property to Buyer in "as-is" physical condition with clear and marketable title, free and clear of any and all liens, encumbrances, easements, restrictions, rights, and conditions of any kind whatsoever, except those which are approved by Buyer in accordance with Section 7 above.

15. **Indemnification**.

15.1 Indemnification by Seller. Seller agrees to indemnify, defend, and hold Buyer harmless for, from and against any and all claims, demands, liens, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes of action and suit, or suits of any nature whatsoever, arising from any misrepresentation or breach of warranty or covenant by Seller in this Agreement.

15.2 Indemnification by Buyer. Buyer agrees to indemnify, defend, and hold Seller harmless for, from and against any and all claims, demands, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes of action and suit, or suits arising out of any misrepresentation or breach of warranty or covenant by Buyer in this Agreement.

16. Hazardous Substances.

16.1 Definitions. For the purposes of this Agreement, the following terms have the following meanings:

(a) "Environmental Law" means any law, statute, ordinance, or regulation pertaining to health, industrial hygiene or the environment including, without limitation CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976);

(b) "Hazardous Substance" means any substance, material, or waste which is or becomes designated, classified, or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designated, classified, or regulated, under any Environmental Law, including asbestos, petroleum, and petroleum products; and

(c) "Environmental Audit" means an environmental audit, review, or testing of the Property performed by Buyer or, any third party or consultant engaged by Buyer to conduct such study.

16.2 Seller's Representations and Warranties. Buyer acknowledges that with the exception of those representations and warranties expressly made by Seller in this Section 16, Buyer is acquiring the Property and every portion thereof "**AS-IS, WHERE-IS, IN ITS CURRENT CONDITION, WITH ALL FAULTS**" and in reliance upon its own studies, investigations and due diligence and that no person acting on behalf of Seller is authorized to make and Seller has not made and does not make any representations or warranties of any kind or character whatsoever with regard to the Property. Seller hereby represents and warrants as follows with regard to any reference in this Agreement, including this Section 16, that "Seller's Actual Knowledge" shall mean the current, personal knowledge, without duty to inquiry or independent investigation, of personnel within the County of Riverside's Department of Facilities Management – Real Estate Division and with no constructive or imputed knowledge. Buyer acknowledges, however, that the aforementioned individuals are not personally liable for the matters within Seller's knowledge but are merely the individuals whose knowledge is attributable to Seller. As of the date of this Agreement, to Seller's Actual Knowledge:

(a) No Hazardous Substances exist now or have been used or stored on or within any portion of the Property except those substances which are or have been used or stored on the Property by Seller in the normal course of use and operation of the Property and in compliance with all applicable Environmental Laws;

(b) Seller has not been notified and is not aware of any federal, state, or local enforcement, clean-up, removal, remedial, or other governmental or regulatory actions instituted or completed affecting the Property;

(c) Seller has not been notified and is not aware of any claims made by any third party relating to any Hazardous Substances on or within the Property; and

(d) Seller has not been notified and is not aware of any disposal of Hazardous Substances or accidental spills which may have contaminated the Property. Seller has not been notified and is not aware of any on-site bulk storage of vehicle fuels or waste oils.

16.3 Notices Regarding Hazardous Substances. During the term of this Agreement, Seller will promptly notify Buyer if it obtains knowledge that Seller or the Property may be subject to any threatened or pending investigation by any governmental agency under any law, regulation, or ordinance pertaining to any Hazardous Substance.

16.4 Environmental Audit. Buyer may order, at its sole cost and expense, an Environmental Audit, and it shall do so prior to the end of the Contingency Period and may quit this transaction if Buyer identifies problems in its sole and subjective judgment that would preclude continuing with this transaction:

(a) The Environmental Audit shall be conducted pursuant to standard quality control/quality assurance procedures. Buyer shall give Seller at least two (2) business days' prior notice of any on-site testing of soil or subsurface conditions and shall submit a copy of Buyer's work plan to Seller for Seller's reasonable approval;

(b) Any groundwater, soil, or other samples taken from the Property will be properly disposed of by Buyer at Buyer's sole cost and in accordance with all applicable laws. Buyer shall promptly restore the Property to the condition in which it was found immediately prior to Buyer's Environmental Audit; and

(c) Buyer hereby agrees to protect, indemnify, defend, and hold harmless Seller from and against any and all losses, liabilities, claims, liens, stop notices, actions, obligations, damages, and/or expenses caused by reason of Buyer's (or its agent's, employee's or independent contractor's) entry onto the Property prior to the Close of Escrow pursuant to the foregoing. Buyer shall keep the Property free of mechanic's liens related to the activities of Buyer.

17. **Assignment:** Seller entered into a Lease Agreement dated February 18, 1958, with Pacific Outdoor Advertising Company, which has since been amended, most recently on May 17, 2001. The Lease Agreement and its amendments are attached hereto as Exhibit "D" and by this reference incorporated herein. County hereby assigns the Lease Agreement to Buyer, commencing upon the Effective Date. Buyer shall bear all rights, obligations, and duties, and be entitled to all benefits from that Lease Agreement.

18 **Miscellaneous.**

18.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all Parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the

legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

18.2 Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

18.3 Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or other provision contained herein. No extension of time for performance or any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving Party which will be extended by a period of time equal to the period of the delay.

18.4 Successors and Assigns. Neither Party shall transfer or assign its rights or responsibilities under this Agreement without the express written consent of the other Party. This Agreement is for the benefit of, and is binding on, the Parties and their successors and permitted assigns.

18.5 Entire Agreement. This Agreement, including all Exhibits attached hereto, constitutes the entire understanding between the Parties hereto and may not be modified except by an instrument in writing signed by the Party to be charged.

18.6 Time of Essence. Seller and Buyer hereby acknowledge and agree that time is of the essence with respect to each and every term, condition, obligation, and provision hereof.

18.7 Governing Law. The Parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the Superior Court of California located in the County of Riverside.

18.8 No Recordation. No memorandum or other document relating to this Agreement shall be recorded without the prior written consent of Seller and Buyer.

18.9 Survival. Sections 12, 15, 16, 17, and 18 and any other provisions of this Agreement which by their terms require performance by either Party after the Close of Escrow shall survive the Close of Escrow.

18.10 Brokers. Buyer is not represented by a real estate broker and does not request a commission be paid by Seller. Seller is not represented by a real estate broker and does not request a commission to be paid by Buyer.

18.11 Exhibits. Each exhibit attached hereto is incorporated herein by this reference as if set forth in full in the body of this Agreement.

18.12 Not a Partnership. The provisions of this Agreement are not intended to create, nor will they be in any way interpreted to create a joint venture, a partnership, or any other similar relationship between the Parties.

[Signatures Provisions on the Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement of Purchase and Sale and Joint Escrow Instructions as of the date and year.

SELLER:

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

BUYER:

Rubidoux Community Services District, a public agency organized and existing under, and by virtue of, the Community Services District Law

By: 
Jeff Hewitt, Chair
Board of Supervisors

By: 
Jeff Sims
General Manager

Date: SEP 13 2022

Date: 8-18-22

ATTEST:

Kecia R. Harper
Clerk of the Board

ATTEST:

Brian Laddusaw
Director of Finance

By: 
Deputy


By: 

APPROVED AS TO FORM:

County Counsel

APPROVED AS TO FORM:

District Counsel

By: 
Ryan Yabko
Deputy County Counsel

By: 
John Harper

CAO:sc/05022022/411FM/30.730

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

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

PARCEL 1: (APN 179-221-015)

The Northwesternly 20.00 feet of Lot 9 and the Southeasterly 5.00 feet of Lot 8 in Block "B" of Wilcox Square, in the County of Riverside, State of California, as shown by map on file in [Book 15 Page 86](#) of Maps, Records of Riverside County, California.

EXCEPTING therefrom the Southwesterly 37.00 feet thereof as conveyed to the State of California, by deeds recorded July 19, 1940 in [Book 471 Page 93](#) and in [Book 469 Page 396](#) both of Official Records of Riverside County, California.

PARCEL 2: (APN 179-212-005)

Lots 1, 2 and 3 in Block "B" of Wilcox Square, in the County of Riverside, State of California, as per map recorded in [Book 15 Page 86](#) of Maps, in the Office of the County Recorder of said County.

EXCEPTING therefrom the Southwesterly 37 feet deeded to the State of California for highway purposes.

PARCEL 3: (APN 179-212-006)

Lot 4, 5, 6 and 7 in Block "B" of Wilcox Square, in the County of Riverside, State of California, as per map recorded in [Book 15, Page 86](#) of Maps, in the Office of the County Recorder of said County.

EXCEPTING therefrom the Southwesterly rectangular 37.00 feet as granted to the State of California for road purposes by Deed recorded July 25, 1940 in [Book 474, Page 4](#) of Official Records, Riverside County Records.

PARCEL 4: (APN 179-202-030)

Lot 39, Block B of Wilcox Square, in the County of Riverside, State of California, as shown by Map on file in [Book 15, Page 86](#) of Maps, Riverside County Records.

PARCEL 5: (APN 179-221-014)

The Northwesternly 20.00 feet of Lot 8 in Block "B" of Wilcox Square, as shown by Map on file in [Book 15, Page 86](#) of Maps, records of Riverside County, California.

EXCEPTING therefrom the Southwesterly 37.00 feet thereof.

EXHIBIT "B"

Recorded at request of and return to:
Rubidoux Community Services District
3590 Rubidoux Boulevard
Jurupa Valley, CA 92509

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 Community Resource Center
APN's: 179-202-030, 179-212-005, 179-212-006,
179-221-014 and 170-221-015

GRANT DEED

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

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

GRANTS to the RUBIDOUX COMMUNITY SERVICES DISTRICT, a public agency organized and existing under, and by virtue of, the Community Services District Law, the real property in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto
And made part hereof

Dated: _____

GRANTOR:

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

By: _____

Jeff Hewitt, Chair
Board of Supervisors

ATTEST:
Kecia R. Harper
Clerk of the Board

By: _____
Deputy

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

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EXCEPTING therefrom the Southwesterly 37 feet deeded to the State of California for highway purposes.

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EXCEPTING therefrom the Southwesterly rectangular 37.00 feet as granted to the State of California for road purposes by Deed recorded July 25, 1940 in [Book 474, Page 4](#) of Official Records, Riverside County Records.

PARCEL 4: (APN 179-202-030)

Lot 39, Block B of Wilcox Square, in the County of Riverside, State of California, as shown by Map on file in [Book 15, Page 86](#) of Maps, Riverside County Records.

PARCEL 5: (APN 179-221-014)

The Northwesterly 20.00 feet of Lot 8 in Block "B" of Wilcox Square, as shown by Map on file in [Book 15, Page 86](#) of Maps, records of Riverside County, California.

EXCEPTING therefrom the Southwesterly 37.00 feet thereof.

CERTIFICATE OF ACCEPTANCE

Exhibit "C"
PRELIMINARY TITLE REPORT



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

County of Riverside Facilities Management Real
Estate Division
3133 Mission Inn Ave
Riverside, CA 92507

Title Officer: Barbara Northrup--So

email: TU65@LTIC.COM
Phone No.: (951) 248-0669
Fax No.:
File No.: 622650000

Attn: CRAIG OLSEN

Your Reference No: County Sale

Property Address: (Vacant Land) Ap 179-211-015 Et Al, Jurupa Valley, California

AMENDED PRELIMINARY REPORT 1-27-2021

Dated as of December 28, 2021 at 7:30 a.m.

In response to the application for a policy of title insurance referenced herein, Lawyers Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitation on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Commonwealth Land Title Insurance Company**.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

SCHEDULE A

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

CLTA Standard Owners

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

A FEE

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

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

The land referred to herein is situated in the County of Riverside, State of California, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

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

PARCEL 1: ([APN 179-221-015](#))

The Northwesternly 20.00 feet of Lot 9 and the Southeasterly 5.00 feet of Lot 8 in Block "B" of Wilcox Square, in the County of Riverside, State of California, as shown by map on file in [Book 15 Page 86](#) of Maps, Records of Riverside County, California.

EXCEPTING therefrom the Southwesterly 37.00 feet thereof as conveyed to the State of California, by deeds recorded July 19, 1940 in [Book 471 Page 93](#) and in [Book 469 Page 396](#) both of Official Records of Riverside County, California.

PARCEL 2: ([APN 179-212-005](#))

Lots 1, 2 and 3 in Block "B" of Wilcox Square, in the County of Riverside, State of California, as per map recorded in [Book 15 Page 86](#) of Maps, in the Office of the County Recorder of said County.

EXCEPTING therefrom the Southwesterly 37 feet deeded to the State of California for highway purposes.

PARCEL 3: ([APN 179-212-006](#))

Lot 4, 5, 6 and 7 in Block "B" of Wilcox Square, in the County of Riverside, State of California, as per map recorded in [Book 15, Page 86](#) of Maps, in the Office of the County Recorder of said County.

EXCEPTING therefrom the Southwesterly rectangular 37.00 feet as granted to the State of California for road purposes by Deed recorded July 25, 1940 in [Book 474, Page 4](#) of Official Records, Riverside County Records.

PARCEL 4: ([APN 179-202-030](#))

Lot 39, Block B of Wilcox Square, in the County of Riverside, State of California, as shown by Map on file in [Book 15, Page 86](#) of Maps, Riverside County Records.

PARCEL 5: ([APN 179-221-014](#))

The Northwesternly 20.00 feet of Lot 8 in Block "B" of Wilcox Square, as shown by Map on file in [Book 15, Page 86](#) of Maps, records of Riverside County, California

EXCEPTING therefrom the Southwesterly 37.00 feet thereof.

SCHEDULE B

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

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2022-2023.
- B. There were no taxes levied for the fiscal year 2021-2022 as the property was vested in a public entity.

<u>Tax Identification No.:</u>	<u>179-221-015</u>
<u>Tax Identification No.:</u>	<u>179-212-005</u>
<u>Tax Identification No.:</u>	<u>179-212-006</u>
<u>Tax Identification No.:</u>	<u>179-202-030</u>
<u>Tax Identification No.:</u>	<u>179-221-014</u>

- C. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
- D. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.

- 1. Water rights, claims or title to water, whether or not disclosed by the public records.
- 2. Right of Way for the purpose(s) shown below and rights incidental thereto as set forth below:

Reserved to:	South Riverside Land and Water Company, its successors or assigns
Purpose:	construction and maintenance of all necessary water pipes, ditches, flumes and conduits, for all purposes of irrigation and domestic use; the exact location thereof not being disclosed of record.

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

Granted to:	Southern Sierras Power Company
Purpose:	Pole lines and conduits
Recording Date:	June 22, 1927
Recording No:	<u>Book 717, Page 598</u> of Deeds
Affects:	A portion of said land more particularly described therein
 Affects:	 Parcels 1, 3, 4 and 5

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

Granted to: County of Riverside
Purpose: Public utilities, ingress and egress
Recording No: [Book 507, Page 135](#) of Deeds

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

Affects: Parcels 2 and 3

5. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in the document

Recording Date: March 23, 1929
Recording No: [Book 803, Page 354](#) of Deeds

Affects: Parcels 2 and 4

6. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in the document

Recording Date: January 26, 1937
Recording No: [Book 310, Page 360](#) of Official Records

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

Affects: Parcels 1 and 5

7. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in the document

Recording Date: September 5, 1930
Recording No: [Book 872, Page 365](#) of Deeds

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

Affects: Parcel 3

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Ralph W. Hanson, an unmarried man
Purpose: Ingress and egress
Recording Date: March 20, 1979
Recording No: [54205](#) of Official Records
Affects: A portion of said land more particularly described therein

Affects: Parcel 4

9. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$100,000.00
Dated: January 6, 1999
Trustor/Grantor: Redevelopment Agency of the County of Riverside
Trustee: Old Republic Title Company, a California Corporation
Beneficiary: Robbie W. Cooper, a widow
Recording Date: January 21, 1999
Recording No: 024025 of Official Records

Affects: Parcel 3

10. A resolution of an easement for any existing public utilizes and public service facilities, together with the right to maintain, operate, replace, remove, or news such facilities, pursuant to Section 8340 of the Streets and Highways Code as set out in "Resolution No. 2006-023 Summarily Vacating a Portion of Wilcox Square Alley in the Rubidoux Area", recorded March 16, 2006 as Instrument No. 2006-0186578 of Official Records

Affects: Parcels 1, 2 and 3

11. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
12. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

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

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

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

END OF SCHEDULE B EXCEPTIONS

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

REQUIREMENTS SECTION:

Req. No. 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: County of Riverside

INFORMATIONAL NOTES SECTION

- Note No. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.
- Note No. 2: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds deposited with the company by wire transfer may be disbursed upon receipt. Funds deposited with the company via cashier's check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with such financial institution, and the company shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the company for its services in connection with the escrow or sub-escrow.
- For wiring Instructions please contact your Title Officer or Title Company Escrow officer.**
- Note No. 3: Lawyers Title is a division of Commonwealth Land Title Insurance Company. The insurer in policies of title insurance, when issued in this transaction, will be Commonwealth Land Title Insurance Company.
- Note No. 4: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- Note No. 5: 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. DDT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
- Note No. 6: 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.
- Note No. 7: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

- Note No. 8: The Company requires current beneficiary demands prior to closing. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:
- a) If the Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be in addition to the verbal hold the lender may have stipulated.
 - b) If the Company cannot obtain a verbal update on the demand, we will either pay off the expired demand or wait for the amended demand, at our discretion.
 - c) All payoff figures are verified at closing. If the customer's last payment was made within 15 days of closing, our Payoff Department may hold one month's payment to insure the check has cleared the bank (unless a copy of the cancelled check is provided, in which case there will be no hold).

Processor: slc / BN
Date Typed: January 10, 2022 / January 27, 2022

Attachment One (Revised 05-06-16)

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

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

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

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

EXCLUSIONS

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

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

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

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:

- a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

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

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

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

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

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

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

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

EXCEPTIONS FROM COVERAGE

Except as provided in Schedule B - Part II, 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

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:

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 – ASSESSMENTS PRIORITY (04-02-15)

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.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Company

CTC – Chicago Title Company
 CLTC - Commonwealth Land Title Company
 FNTC – Fidelity National Title Company of California
 FNTCCA – Fidelity National Title Company of California
 TICOR – Tigor Title Company of California
 LTC – Lawyer's Title Company
 SLTC – ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
 CLTIC – Commonwealth Land Title Insurance Company
 FNTIC – Fidelity National Title Insurance Company
 FNTIC – Fidelity National Title Insurance Company
 CTIC – Chicago Title Insurance Company
 CLTIC - Commonwealth Land Title Insurance Company
 CTIC – Chicago Title Insurance Company

Available Discounts**DISASTER LOANS (CTIC, CLTIC, FNTIC)**

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (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 fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

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 fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

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 PRIVACY NOTICE

Effective August 1, 2021

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.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of 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.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- 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.

Collection of Browsing Information

FNF automatically collects 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 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.

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 unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you 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 others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose 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 may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

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.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request 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 without your consent.

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 or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 714-2710 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 or 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 disclose 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 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. 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 as required or authorized by contract with the mortgage loan servicer or lender, or 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; Use of Comments or Feedback

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 Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

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

**FIDELITY NATIONAL FINANCIAL
CALIFORNIA 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 California Privacy Notice explains how we collect, use, and disclose Personal Information, when and to whom we disclose such information, and the rights you, as a California resident ("Consumer"), have regarding your Personal Information ("California Privacy Rights"). Some subsidiaries maintain separate California Privacy Notices or privacy statements. If a subsidiary has a separate California Privacy Notice, it will be available on the subsidiary's website, and this California Privacy Notice does not apply.

Collection of categories of Personal Information:

In the preceding 12 months FNF has collected, and will continue to collect, the following categories of Personal Information from you:

Identifiers such as name, address, telephone number, IP address, email address, account name, social security number, driver's license number, state identification card, financial information, date of birth, or other similar identifiers;

- Characteristics of protected classifications under California or Federal law;
- Commercial information, including records of personal property, products or services purchased, or other purchasing or consuming histories;
- Internet or other electronic network activity information including, but not limited to browsing history, search history, and information regarding a Consumer's interaction with an Internet website;
- Geolocation data;
- Professional or employment information;
- Education Information.

This Personal Information is collected from the following sources:

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

This Personal Information is collected for the following business purposes:

- To provide products and services to you or in connection with a transaction involving you;
- To perform a contract between FNF and the Consumer;
- To improve our products and services;
- To comply with legal obligations;
- To protect against fraudulent or illegal activity;
- To communicate with you about FNF or our affiliates;
- To maintain an account with FNF or our affiliates;
- To provide, support, personalize, and develop our websites, products, and services;
- As described to you when collecting your personal information or as otherwise set forth in the California Consumer Privacy Act.

Disclosures of Personal Information for a business purpose:

In the preceding 12 months FNF has disclosed, and will continue to disclose, the categories of Personal Information listed above for a business purpose. We may disclose Personal Information for a business purpose to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, as directed by you;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service Providers; ☐ Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

Sale of Personal Information:

In the preceding 12 months, FNF has not sold Personal Information. FNF does not sell Personal Information.

Personal Information of minors:

FNF does not knowingly collect the Personal Information of minors.

Right to know:

Consumers have a right to know about Personal Information collected, used, disclosed, or sold. Consumers have the right to request FNF disclose what personal information it collected, used, and disclosed in the past 12 months.

Right to request deletion:

Consumers have a right to request the deletion of their personal information.

Right to non-discrimination:

Consumers have a right not to be discriminated against by exercising their consumer privacy rights. We will not discriminate against Consumers for exercising any of their California Privacy Rights.

Right to use an Authorized Agent:

A Consumer may use an Authorized Agent to submit a request to know or a request to delete his or her information. Should a Consumer utilize an Authorized Agent, FNF will require the Consumer provide the agent written permission to make the request and verify his or her identity with FNF.

To exercise any of your California Privacy Rights, please follow the link "[California Privacy Request](#)" or call Toll Free 888-413-1748.

Upon making a California Privacy Request, FNF will verify the consumer's identity by requiring an account, loan, escrow number, or other identifying information from the consumer. The above-rights are subject to any applicable rights and obligations including both Federal and California exemptions rendering FNF, or Personal Information collected by FNF, exempt from certain CCPA requirements.

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 describing the categories, sources, and uses of your Personal Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Information. FNF does not share 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.

California Privacy Notice – Effective Date:

This California Privacy Notice was last updated on August 1, 2021.

Contact for more information:

For questions or concerns about FNF's California Privacy Notice and privacy practices, or to exercise any of your California Privacy Rights, please follow the link "[California Privacy](#)," call Toll Free 888-413-1748, or by mail to the below address. We may use your Personal Information for our affiliates (companies owned by FNF) to directly market to you. If you do not want FNF affiliates to directly market to you, visit FNF's "[Opt Out Page](#)" or contact us by phone at (888) 714-2710, or by mail to:

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

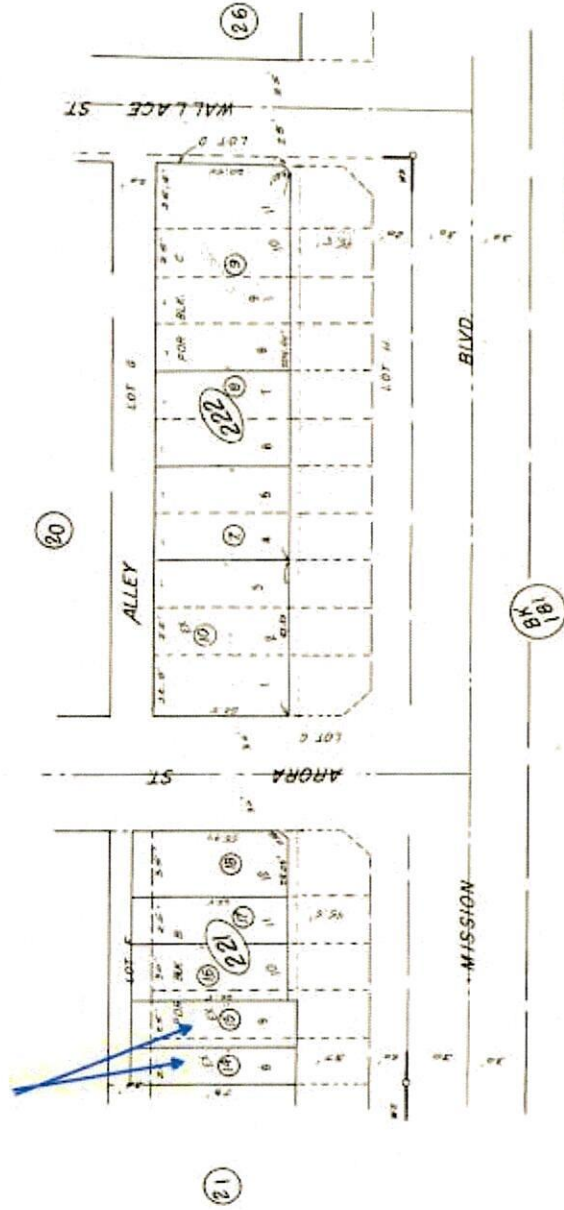
179-22

T.P.A. 099-036

POR RUBIDOUX RANCHO
T2S 15W

THIS MAP WAS PREPARED FOR USE IN CONNECTION WITH THE PROPOSED REASSESSMENT OF THE LAND SHOWN AND IS NOT A SURVEY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE DATA SHOWN ARE FOR INFORMATION ONLY AND DO NOT CONSTITUTE A WARRANTY OF ANY KIND. THE DATA SHOWN ARE NOT TO BE USED FOR ANY OTHER PURPOSE.

JAN 0 2 2007



MB 15/85 West Square

ASSES SORS MAP BK. 179 PG 22
RIVERSIDE COUNTY, CALIF.

NOV 1974

DATE	BY	REVISION
12-28-79	W.P.	1
1-11-81	W.P.	2
1-12-81	W.P.	3
1-13-81	W.P.	4
1-14-81	W.P.	5
1-15-81	W.P.	6
1-16-81	W.P.	7
1-17-81	W.P.	8
1-18-81	W.P.	9
1-19-81	W.P.	10
1-20-81	W.P.	11
1-21-81	W.P.	12
1-22-81	W.P.	13
1-23-81	W.P.	14
1-24-81	W.P.	15
1-25-81	W.P.	16
1-26-81	W.P.	17
1-27-81	W.P.	18
1-28-81	W.P.	19
1-29-81	W.P.	20
1-30-81	W.P.	21
1-31-81	W.P.	22

This map 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.

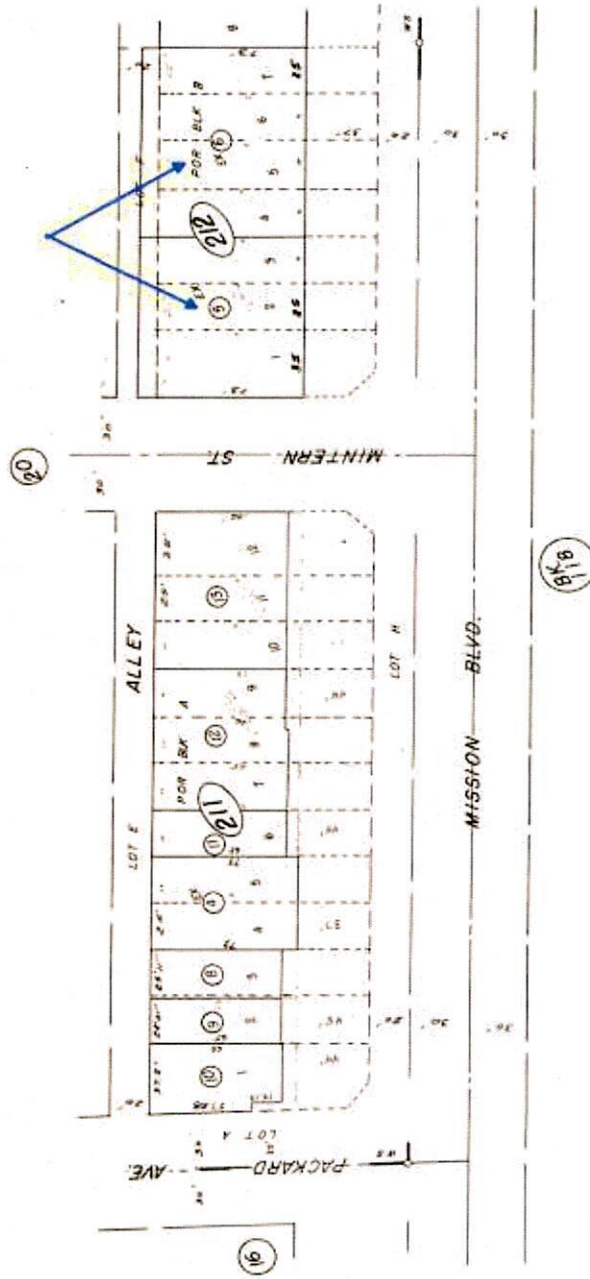
179-21

T.R.A. 099-0.36

POR RUBIDOUX RANCHO
T 2 S R 5 W

THIS MAP AND THE INFORMATION THEREON ARE FOR INFORMATION ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSORS MAKE NO WARRANTY WITH LOCAL LOT(S) OR BUILDING SITE DOMAINS.

JAN 08 2007



DATA: 08 01/08

MB 15/96 Wilcox Square

ASSESSORS: MAP: BK 179 - PG 21
RIVERSIDE COUNTY, CALIF.

NOV 1974

DATE	BY	REVISION
12-08-00	JL	ADD PER 21
12-08-00	JL	ADD PER 21
12-08-00	JL	ADD PER 21
12-08-00	JL	ADD PER 21
12-08-00	JL	ADD PER 21
12-08-00	JL	ADD PER 21
12-08-00	JL	ADD PER 21
12-08-00	JL	ADD PER 21
12-08-00	JL	ADD PER 21
12-08-00	JL	ADD PER 21

This map 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 hereon.

7-9-1
179-20

T.R.A. 099-036
099-093

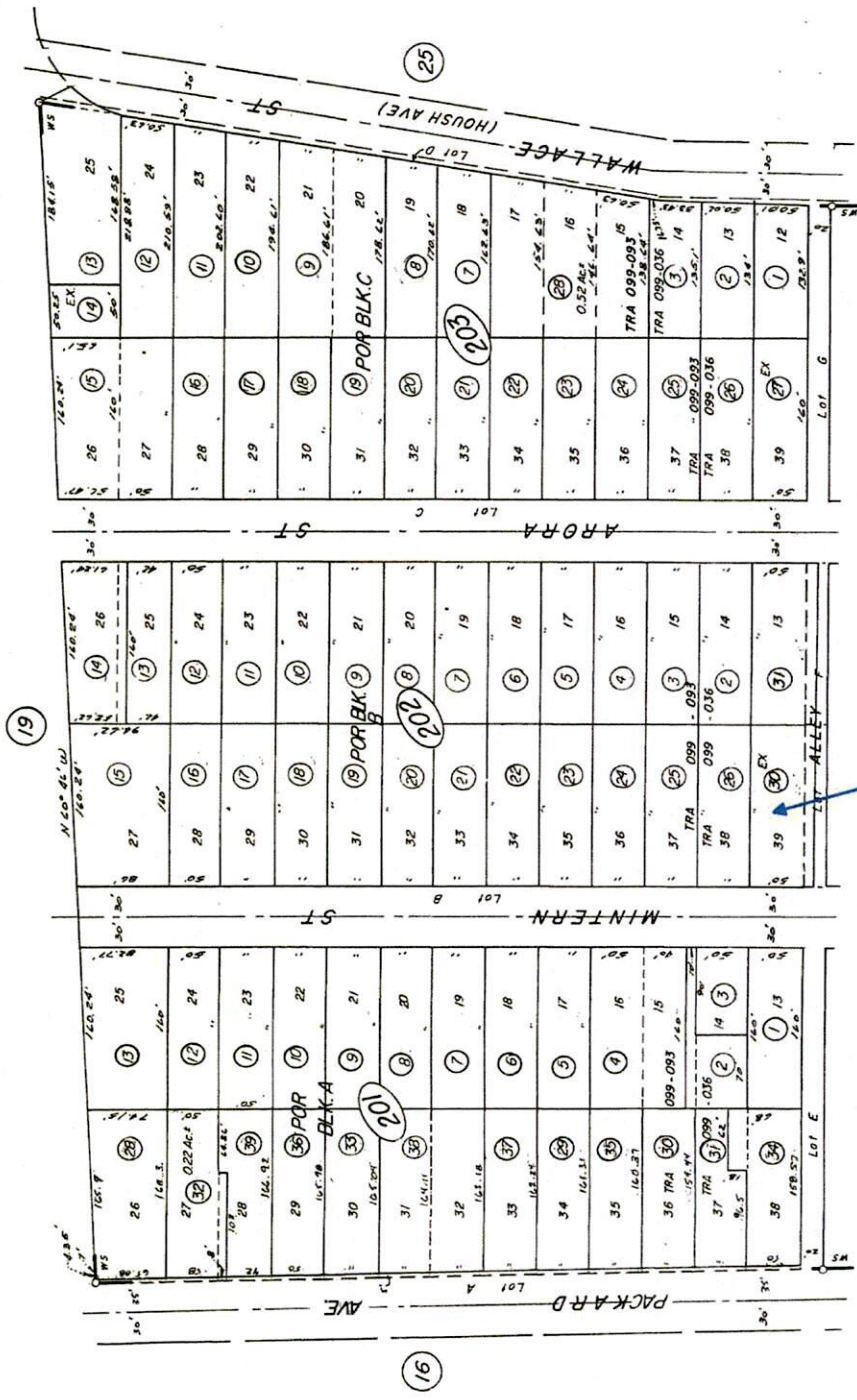
POR. RUBIDOUX RANCHO
(T2S, R5W)

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY

JAN 02 2007



1" = 100'



M.B. 15/86 Wilcox Square

DATE: MERR. 304

ASSESSOR'S MAP BK 179 PG 20
RIVERSIDE COUNTY, CALIF. R#

NOV. 1974

DATE	OLD NO.	NEW NO.
1/06	201-20	201-21
1/06	201-17	201-18
12/08	202-28	202-29
1/06	201-22	201-23
1/06	201-24	201-25
1/06	201-26	201-27
1/06	201-28	201-29
1/06	201-30	201-31
1/06	201-32	201-33
1/06	201-34	201-35
1/06	201-36	201-37
1/06	201-38	201-39
1/06	201-40	201-41
1/06	201-42	201-43
1/06	201-44	201-45
1/06	201-46	201-47
1/06	201-48	201-49
1/06	201-50	201-51
1/06	201-52	201-53
1/06	201-54	201-55
1/06	201-56	201-57
1/06	201-58	201-59
1/06	201-60	201-61

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.

Exhibit "D"
BILLBOARD AGREEMENTS

Mail Copy To owner

Exhibit "D"

L.# 8693

+ 2nd - plant - w/ps - of Building APPROX. 12' x 36' with Beadbl... & Repair Limit of Sum.

PACIFIC OUTDOOR Advertising Co

LEASE DEPARTMENT
4647 LONG BEACH BOULEVARD
LONG BEACH 5, CALIFORNIA
GARFIELD 7-0937
NEVADA 6-2326

RE: 5469 Mission Blvd.
W-20' OF LOT 9 - BLOCK B - WILCOX SQUARE

50x12

We herewith offer you ~~TWELVE~~ ⁵⁰/₁₀₀ DOLLARS PER MONTH (\$150 ⁰⁰/₁₀₀) a year, payable ~~12~~ ¹⁵ MONTHLY in advance, commencing from FEB-18TH 1958 for the use of the above described property for the erection and maintenance of advertising signs for a period of five (5) years under the following conditions. This agreement shall continue in force from year to year after the term hereof unless terminated in writing thirty (30) days prior to the end of the term or any additional year.

If the above described property is sold, leased and used for other than outdoor advertising purposes, or permanently improved, we will remove our advertising structure within thirty (30) days after receipt of a written request from you or your successor in interest, together with the return of all unearned and prepaid rent. If the property is not put to the use set forth in the written request within thirty (30) days after we remove the advertising structure, we may at our option reinstate this agreement and rebuild the advertising structure. All materials or landscaping placed on said premises by us shall remain our property and we may remove them at any time before or after termination of our tenancy.

~~If the use of the property or advertising signs is partially or wholly obstructed, or their advertising value impaired or diminished, or the use of such signs is prevented by law, the Lessee may immediately at its option either reduce rent in direct proportion to the loss suffered in gross revenue as a result of such obstruction, impairment, or prevention of use, or keep the lease in force except that no rent shall accrue while such conditions continue, or cancel this agreement, and receive all rent paid for the unexpired term of this lease, by giving the Lessor notice in writing of such obstruction, impairment, or prevention of use. We may terminate this lease at any time by a thirty (30) day notice to you.~~

We will protect and save you harmless from all claims for injuries to persons or damage to property resulting from the negligent or malicious acts of our agents employees or workmen in the construction, maintenance, repair or removal of our signs on the above premises.

It is expressly understood that the Pacific Outdoor Advertising Company is not bound by any stipulations, representations, or promises not written in this agreement.

Please sign this Permission Form and return to us. A properly executed copy will be returned for your files.

ACCEPTED:

Very truly yours,

Mrs Isabel Cairnes

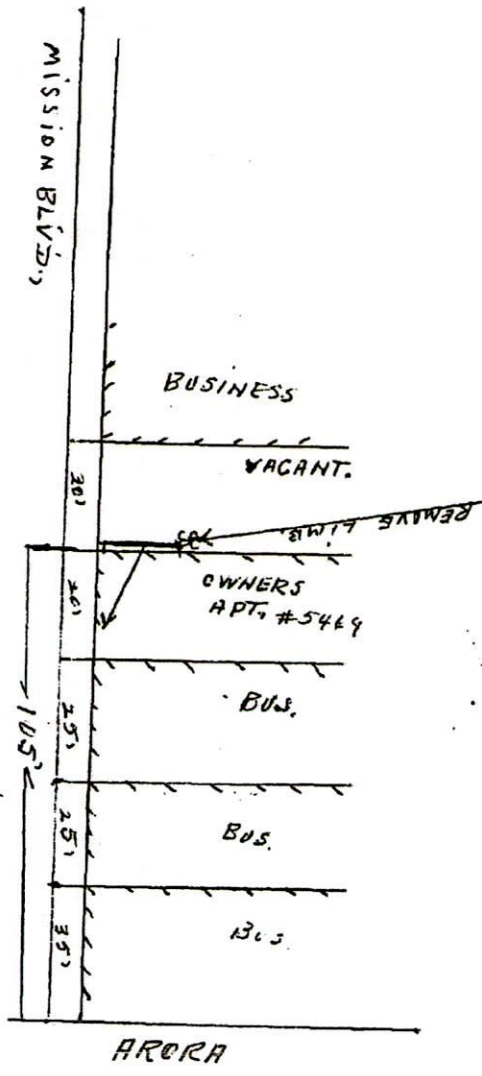
PACIFIC OUTDOOR ADVERTISING COMPANY

DATE: 2-18-58.

Lease Department

5469 Mission Blvd, Redondo, California

50x12/40 = 15





PACIFIC OUTDOOR advertising co.
 A Company of Combined Communications Corporation
 1740 NARVA STREET - LOS ANGELES, CALIFORNIA 90031

No. 8693
 New _____
 Renewal
 By [Signature]

City Riverside State California Date 5/13/77

1. The undersigned Lessor hereby leases exclusively to PACIFIC OUTDOOR ADVERTISING COMPANY, Lessee, subject to cancellation by either party only as herein provided, the use of the following described premises for the purpose of erecting and maintaining painted, printed or illuminated advertising signs including necessary structures, devices and connections:

LEGAL DESCRIPTION: Pos Lot 9 Blk B Wilcox Square

LOCATION: Mission N/E 105' W Anora 20'
 situated in the City of _____, County of Riverside, State of California,
 for a period of ten years from date.

2. The consideration shall be One Hundred Fifty and 20/100 (\$150.00) Dollars per year after the signs are constructed, payable by Lessee monthly in advance, commencing the first day of the month during which signs are completed. Prior to construction and during such times as no advertising copy is being displayed on the property by Lessee, the rental shall be at the rate of Twelve (\$12.00) Dollars per year May 18, 1977

3. Lessee shall save the Lessor harmless from all damage to persons or property by reason of accidents resulting from the negligent acts of its agents, employees or others employed in the construction, maintenance, repair or removal of its signs on the property.

4. This lease shall continue in full force and effect for its term and thereafter for subsequent successive like terms unless terminated at the end of such term or any successive like term upon written notice by the Lessor or Lessee served by certified or registered mail thirty (30) days before the end of such term or subsequent like term, provided that Lessee shall have the right to terminate the Lease at the end of any monthly period upon written notice to Lessor served not less than thirty (30) days prior to the end of such monthly period. Lessor shall have the right to terminate the Lease at any time during the period of this Lease if the Lessor is to improve the unimproved property by erecting thereon a permanent private commercial or residential building. Lessee shall remove its signs within thirty (30) days after receipt of a copy of the applicable building permit, but only if in addition it has been paid in full at the time notice of building is given the consideration described in the sentence which follows immediately. The Lessor will upon giving such notice of building, return to the Lessee all rent paid for the unexpired term plus the total cost of the construction and the removal of Lessee's signs, less 1/60th of such cost for each full month of this Lease prior to the notice of termination. If the Lessor fails to commence the erection of the private commercial or residential building within thirty (30) days after Lessee removes its signs, Lessee shall again have the right to occupy the premises and maintain advertising signs subject to the provisions of this Lease. If any portions of the property are not to be utilized for such building, the Lessee has the option to use the remaining portion on the same terms, except that the rent shall be proportionately reduced.

5. If the view of the property or advertising sign or signs is partially or wholly obstructed, or their advertising value impaired or diminished by reduced vehicular circulation, or the use of such sign or signs is prevented or restricted by law, the Lessee may immediately at its option either reduce rental in direct proportion to the loss suffered as a result of such obstruction, impairment, prevention or restriction of use, or keep the lease in force except that no rental shall accrue while such conditions continue, or cancel this agreement and receive all rent paid for the unexpired term of this lease, by giving the Lessor notice in writing of such obstruction, impairment, prevention or restriction of use.

6. Lessor agrees that he, his tenants, agents, employees, or any other persons acting in his behalf, shall not place or maintain any object on the property or on any neighboring property which would in any way wholly or partially obstruct the view of Lessee's sign structures. If such obstruction occurs the Lessee has the option of requiring the Lessor to remove said obstruction, or the Lessee may itself remove the obstruction charging the cost of said removal to the Lessor, or the Lessee may reduce the rental herein paid to the sum of Five (\$5.00) Dollars per year so long as such obstruction continues.

7. The Lessee is and shall remain the owner of all signs and improvements placed by it upon said property and has the right to remove the same at any time.

8. The Lessor represents that _____ (are) (agent) (is) the (owner) of the above described property and has the authority to make this lease. (tenant)

9. The word "Lessor" as herein used shall include and means "Lessors." This lease is binding upon the heirs, assigns and successors of both the Lessor and Lessee.

10. In the event of any litigation to determine the rights of either party under this lease or to construe the said lease, or the obligations of either party in regard thereto, the prevailing party shall be entitled to such reasonable attorneys' fees and all court costs as shall be awarded by a court of competent jurisdiction.

11. Lessee shall not be bound by any terms, conditions or oral representations made to Lessor by its officers, agents, or employees, unless the same are incorporated in this lease.

Accepted _____ 19____ (Signed) _____
 PACIFIC OUTDOOR ADVERTISING CO.

By _____ Lessee _____ Lessor

Soc. Sec. No. _____ Address _____

WITNESS: _____



PACIFIC OUTDOOR advertising co.

A Company of Combined Communications Corporation

1740 NARVA STREET - LOS ANGELES, CALIFORNIA 90033

De la Juntas
1740 NARVA STREET
LOS ANGELES, CALIFORNIA 90033

No. 8693
New
Renewal
By De la Juntas

City LOS ANGELES State CALIFORNIA Date SEPTEMBER 6, 1973

1. The undersigned Lessor hereby leases exclusively to PACIFIC OUTDOOR ADVERTISING COMPANY, Lessee, subject to cancellation by either party only as herein provided, the use of the following described premises for the purpose of erecting and maintaining painted, printed or illuminated advertising signs including necessary structures, devices and connections.

LEGAL DESCRIPTION: Por Lot 9 Block B WOODS SQUARE

LOCATION: MISSION N/E 105' W. AREA - 20'
situated in the City of _____ County of RIVERSIDE State of California

for a period of ten years from date.
2. The consideration shall be De la Juntas Five Dollars per year after the signs are constructed, payable by Lessee monthly in advance commencing the first day of the month in which the signs are completed. There is no consideration being paid during such time as the advertising copy is being displayed on the property by Lessee, the rental shall be at the rate of Five Dollars per year.

3. Lessee shall save the Lessor harmless from all damage to persons or property by reason of accidents resulting from the negligent acts of its agents, employees or others employed in the construction, maintenance, repair or removal of its signs on the property.

4. This lease shall continue in full force and effect for its term and thereafter for subsequent successive like terms unless terminated at the end of such term or any successive like term upon written notice by the Lessor or Lessee served thirty (30) days before the end of such term or subsequent like term, provided that Lessee shall have the right to terminate the Lease at the end of any monthly period upon written notice to Lessor served not less than thirty (30) days prior to the end of such monthly period. Lessor shall have the right to terminate the Lease at any time if the Lessee fails to pay the rent or if the Lessee fails to remove the signs from the property by erecting thereon a permanent private commercial or residential building. Lessee shall remove its signs within thirty (30) days after receipt of a copy of the applicable building permit, but only if in addition it has been paid in full at the time notice of building is given the consideration described in the sentence which follows immediately. The Lessor will upon giving such notice of building, return to the Lessee all rent paid for the unexpired term plus the total cost of the construction and the removal of signs, less 1/10th of such cost for each full month of this Lease prior to the notice of termination. If the Lessor fails to complete the erection of the private commercial or residential building within thirty (30) days after Lessee removes its signs, Lessee shall again have the right to occupy the premises and maintain advertising signs subject to the provisions of this Lease. If any portions of the property are not to be utilized for such building, the Lessee has the option to use the remaining portion of the same term, except that the rent shall be proportionately reduced.

5. If the view of the property or advertising sign or signs is partially or wholly obstructed, or their advertising value impaired or diminished by reduced vehicular circulation, or the use of such sign or signs is prevented or restricted by law, the Lessee may immediately at its option either reduce rental in direct proportion to the loss suffered as a result of such obstruction, impairment, prevention or restriction of use, or keep the lease in force except that no rental shall accrue while such conditions continue, or cancel this agreement and receive all rent paid for the unexpired term of this lease, by giving the Lessor notice in writing of such obstruction, impairment, prevention or restriction of use.

6. Lessor agrees that he, his tenants, agents, employees or any other persons acting in his behalf, shall not place or maintain any object on the property or on any neighboring property which would in any way wholly or partially obstruct the view of Lessee's sign structures. If such obstruction occurs the Lessee has the option of requiring the Lessor to remove said obstruction, or the Lessee may itself remove the obstruction changing the cost of said removal to the Lessor, or the Lessee may reduce the rental herein paid to the sum of Five (\$5.00) Dollars per year so long as such obstruction continues.

7. The Lessee is and shall remain the owner of all signs and improvements placed by it upon said property and has the right to remove the same at any time.

8. The Lessor represents that he is the owner of the above described property and has the authority to make this lease.

9. The word "Lessor" as herein used shall include and mean "Lessors." This lease is binding upon the heirs, assigns and successors of both the Lessor and Lessee.

10. In the event of any litigation to determine the rights of either party under this lease or to construe the said lease, or the obligation of either party in regard thereto, the prevailing party shall be entitled to such reasonable attorneys' fees and all court costs as shall be awarded by a court of competent jurisdiction.

11. Lessee shall not be bound by any terms, conditions or oral representations made to Lessor by its officers, agents, or employees, unless the same are incorporated in this lease.

Accepted Sept 20 19 73 De la Juntas
PACIFIC OUTDOOR ADVERTISING CO.

By De la Juntas
Lessor

X San Bernardino
25773 VAN ST
X SAN BERNARDINO
SOC. SEC. NO. X 558-46

WITNESS: _____

- CPS outdoor -

GANNETT OUTDOOR

Gannett Outdoor Co., Inc. of Southern California
1731 Workman Street - Los Angeles, California 90031-3381
P.O. Box 3159 Terminal Annex - Los Angeles, California 90061-9990

No. 8693
New _____
Renewal X
By Williams

City Los Angeles State California Date 9-30-85

1. The undersigned Lessor hereby leases exclusively to Gannett Outdoor Co., Inc. of Southern California, Lessee, subject to cancellation by either party only as herein provided, the use of the following described premises for the purpose of erecting and maintaining painted, printed or illuminated advertising signs including necessary structures, devices and connections:

LEGAL DESCRIPTION: Por Lot 9 Block B Wilcox Square

LOCATION: Mission N/L 105' W. Arora 20'

situated in the City of Riverside, County of Riverside, State of California, for a period of 5 years from date.

2. The consideration shall be FOUR HUNDRED AND 00/100 400.00 Dollars per year after the signs are constructed, payable by Lessee monthly in advance, commencing the 18th day of the month ~~during which signs are completed~~ Prior to construction and during such times as no advertising copy is being displayed on the property by Lessee, the rental shall be at the rate of Twelve (\$12.00) Dollars per year. *this agreement accepted.

3. Lessee shall save the Lessor harmless from all damage to persons or property by reason of accidents resulting from the negligent acts of its agents, employees or others employed in the construction, maintenance, repair or removal of its signs on the property.

4. This lease shall continue in full force and effect for its term and thereafter for subsequent successive like terms unless terminated at the end of such term or any successive like term upon written notice by the Lessor or Lessee served by certified or registered mail thirty (30) days before the end of such term or subsequent like term, provided that Lessee shall have the right to terminate the Lease at the end of any monthly period upon written notice to Lessor served not less than thirty (30) days prior to the end of such monthly period. Lessor shall have the right to terminate the Lease at any time during the period of this Lease if the Lessor is to improve the unimproved property by erecting thereon a permanent private commercial or residential building. Lessee shall remove its signs within thirty (30) days after receipt of a copy of the applicable building permit, but only if in addition it has been paid in full at the time notice of building is given the consideration described in the sentence which follows immediately. The Lessor will upon giving such notice of building, return to the Lessee all rent paid for the unexpired term ~~plus the total cost of the construction and the removal of Lessee's signs, less 1/60th of such cost for each full month of this Lease prior to the notice of termination.~~ If the Lessor fails to commence the erection of the private commercial or residential building within thirty (30) days after Lessee removes its signs, Lessee shall again have the right to occupy the premises and maintain advertising signs subject to the provisions of this Lease. If any portions of the property are not to be utilized for such building, the Lessee has the option to use the remaining portion on the same terms, except that the rent shall be proportionately reduced.

5. If the view of the property or advertising sign or signs is partially or wholly obstructed, or their advertising value impaired or diminished by reduced vehicular circulation, or the use of such sign or signs is prevented or restricted by law, the Lessee may immediately at its option either reduce rental in direct proportion to the loss suffered as a result of such obstruction, impairment, prevention or restriction of use, or keep the lease in force except that no rental shall accrue while such conditions continue, or cancel this agreement and receive all rent paid for the unexpired term of this lease, by giving the Lessor notice in writing of such obstruction, impairment, prevention or restriction of use.

6. Lessor agrees that he, his tenants, agents, employees, or any other persons acting in his behalf, shall not place or maintain any object on the property or on any neighboring property which would in any way wholly or partially obstruct the view of Lessee's sign structures. If such obstruction occurs the Lessee has the option of requiring the Lessor to remove said obstruction, or the Lessee may itself remove the obstruction charging the cost of said removal to the Lessor, or the Lessee may reduce the rental herein paid to the sum of Five (\$5.00) Dollars per year so long as such obstruction continues.

7. The Lessee is and shall remain the owner of all signs and improvements placed by it upon said property and has the right to remove the same at any time.

8. The Lessor represents that they ^(are) ~~(is)~~ ^(agent) ~~(owner)~~ of the above described property and has the authority to make this lease. ^(tenant)

9. The word "Lessor" as herein used shall include and means "Lessors." This lease is binding upon the heirs, assigns and successors of both the Lessor and Lessee.

10. In the event of any litigation to determine the rights of either party under this lease or to construe the said lease, or the obligations of either party in regard thereto, the prevailing party shall be entitled to such reasonable attorneys' fees and all court costs as shall be awarded by a court of competent jurisdiction.

11. Lessee shall not be bound by any terms, conditions or oral representations made to Lessor by its officers, agents, or employees, unless the same are incorporated in this lease.

Accepted 10-19-85
Gannett Outdoor Co., Inc. of Southern California
By [Signature] Lessee

(Signed) [Signature]
Audrey L. Grief
Lessor
P.O. Box 3448, RIVERSIDE, CA. 92519
Address
Soc. Sec. No. 565-46-9141

WITNESS: _____

AMENDMENT TO LEASE

**INFINITY OUTDOOR LEASE #8693
MISSION N/L 105' W/O ARORA 20'
RIVERSIDE**

Effective the first paydate after acceptance by Lessor and Lessee the lease rent shall be One Thousand Two Hundred Dollars (\$1,200.00) per year, payable by Lessee monthly in advance.


Effective five (5) years from the first paydate after acceptance by Lessor and Lessee the lease rent shall increase to One Thousand Five Hundred (\$1,500.00) per year, payable by Lessee monthly in advance.

Effective ten (10) years from the first paydate after acceptance by Lessor and Lessee and lease rent shall increase to One Thousand Eight Hundred (\$1,800.00) per year, payable by Lessee monthly in advance.

The lease term will be extended fifteen (15) years, at least until approximately March 20, 2016.

All other terms and conditions of the lease dated September 30, 1985 will remain in full force and effect.

ACCEPTED:



Lessor - ROBERT VEGA

05/11/07
Date



Lessee - Infinity Outdoor

5-17-01
Date

Recorded at request of and return to:
Rubidoux Community Services District
3590 Rubidoux Boulevard
Jurupa Valley, CA 92509

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

COPY

CAO:sc/07262022/411FM/30.785

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

PROJECT: Rubidoux Community Resource Center
APN's: 179-202-030, 179-212-005, 179-212-006,
179-221-014 and 170-221-015

GRANT DEED

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

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

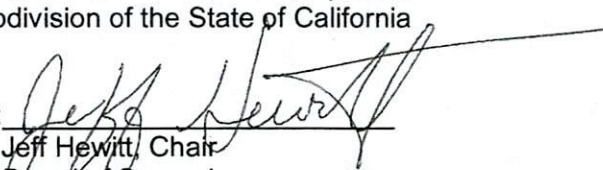
GRANTS to the RUBIDOUX COMMUNITY SERVICES DISTRICT, a public agency organized
and existing under, and by virtue of, the Community Services District Law, the real property in
the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto
And made part hereof

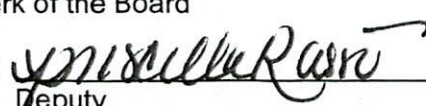
Dated: SEP 13 2022

GRANTOR:

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

By: 
Jeff Hewitt, Chair
Board of Supervisors

ATTEST:
Kecia R. Harper
Clerk of the Board

By: 
Deputy

FORM APPROVED COUNTY COUNSEL
BY:  AMRIT P. DHILLON
8/31/2022 DATE

SEP 13 2022 3.5

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

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

PARCEL 1: (APN 179-221-015)

The Northwesternly 20.00 feet of Lot 9 and the Southeasterly 5.00 feet of Lot 8 in Block "B" of Wilcox Square, in the County of Riverside, State of California, as shown by map on file in Book 15 Page 86 of Maps, Records of Riverside County, California.

EXCEPTING therefrom the Southwesterly 37.00 feet thereof as conveyed to the State of California, by deeds recorded July 19, 1940 in Book 471 Page 93 and in Book 469 Page 396 both of Official Records of Riverside County, California.

PARCEL 2: (APN 179-212-005)

Lots 1, 2 and 3 in Block "B" of Wilcox Square, in the County of Riverside, State of California, as per map recorded in Book 15 Page 86 of Maps, in the Office of the County Recorder of said County.

EXCEPTING therefrom the Southwesterly 37 feet deeded to the State of California for highway purposes.

PARCEL 3: (APN 179-212-006)

Lot 4, 5, 6 and 7 in Block "B" of Wilcox Square, in the County of Riverside, State of California, as per map recorded in Book 15, Page 86 of Maps, in the Office of the County Recorder of said County.

EXCEPTING therefrom the Southwesterly rectangular 37.00 feet as granted to the State of California for road purposes by Deed recorded July 25, 1940 in Book 474, Page 4 of Official Records, Riverside County Records.

PARCEL 4: (APN 179-202-030)

Lot 39, Block B of Wilcox Square, in the County of Riverside, State of California, as shown by Map on file in Book 15, Page 86 of Maps, Riverside County Records.

PARCEL 5: (APN 179-221-014)

The Northwesternly 20.00 feet of Lot 8 in Block "B" of Wilcox Square, as shown by Map on file in Book 15, Page 86 of Maps, records of Riverside County, California.

EXCEPTING therefrom the Southwesterly 37.00 feet thereof.

FOR COUNTY CLERK USE ONLY

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

9/15/22
Date

PR
Initial

NOTICE OF EXEMPTION

July 28, 2022

Project Name: Authorization to Convey Fee Simple Interest in Real Property in the City of Jurupa Valley, County of Riverside, California, Assessor's Parcel Numbers (APNs) 179-202-030, 179-212-005, 179-212-006, 179-221-014, and 179-221-015 by Grant Deed to the Rubidoux Community Services District

Project Number: FM0417200411

Project Location: 5473 Mission Boulevard, west of Arora Street, Jurupa Valley, California APNs 179-202-030, 179-212-005, 179-212-006, 179-221-014, and 179-221-015

Description of Project: Pursuant to Government Code Section 25365, the County published a notice of intention to transfer that contained a description of the property proposed to be sold, the price, the buyer, and a statement of the time that the Board would meet to consider the transfer. Through this action, the County intends to convey fee simple interest in Real Property located in the City of Jurupa Valley, County of Riverside, identified as APNs 179-202-030, 179-212-005, 179-212-006, 179-221-014, and 179-221-015 by Grant Deed, to the Rubidoux Community Services District.

The subject property is an office building located at 5473 Mission Boulevard, Jurupa Valley (Property) and is currently unoccupied. The Property was recently appraised by an independent appraiser at a fair market value of three-hundred ninety thousand dollars (\$390,000) and the Rubidoux Community Services District has agreed to pay this fair market value to the County to purchase the Property.

On October 19, 2021, the Board adopted Resolution No. 2022-118, Notice of Intention to Convey Fee Simple Interest in Real Property located in Rubidoux Community Services District, identified as Assessor's Parcel Numbers 179-202-030, 179-212-005, 179-212-006, 179-221-014, and 179-221-015 by Grant Deed to the Rubidoux Community Services District. The conveyance of Property to the Rubidoux Community Services District is identified as the proposed project under the California Environmental Quality Act (CEQA). No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management


Exempt Status: State CEQA Guidelines Section 15301 Class 1 Existing Facilities Exemption and 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5 and 19 Sections 15061 and 15301.

SEP 13 2022 3.5

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 involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with conveyance of the Property to the Rubidoux Community Services District.

- **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 conveyance of property to the Rubidoux Community Services District to assist in their efforts to provide improved services to the citizens and businesses in the District. The conveyance will not require physical modifications to the existing site which would increase or expand the use of the site or surrounding area and is limited to the continued use of the facility in a similar capacity under a different owner; 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:** 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 conveyance of Property to the Rubidoux Community Services District is an administrative function and would not result in direct effects. Indirect effects of the transfer would provide the Rubidoux Community Services District ownership of the property. The conveyance would not result in any direct or indirect physical environmental impacts. Should the Rubidoux Community Services District decide to improve the parcel at a later date, additional environmental review would be undertaken when specific project details and design become available, as none are reasonably foreseeable at this time. 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.

Therefore, the County of Riverside 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: 7-27-2022
Mike Sullivan, Senior Environmental Planner
County of Riverside

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Conveyance of Mission Boulevard Property to the Rubidoux Community Services District

Accounting String: 524830-47220-7200400000 - FM0417200411

DATE: July 28, 2022

AGENCY: Riverside County Facilities Management

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, Facilities Management

Signature: 

PRESENTED BY: David Curtis, Senior Real Property Agent, Facilities Management

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

County of Riverside
Facilities Management
3450 14th St., 2nd Floor, Riverside, CA 92501

Date: July 28, 2022
To: Cassandra Sandoval, Office of the County Clerk
From: Mike Sullivan, Senior Environmental Planner, Facilities Management
Subject: **County of Riverside Facilities Management Project # FM0417200411**
Conveyance of Mission Boulevard Property to the Rubidoux Community Services District

The Riverside County's Facilities Management'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 #2600

Attention: Mike Sullivan, Senior Environmental Planner,
Facilities Management,
3450 14th Street, 2nd Floor, Riverside, CA 92501

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

Attachment

cc: file