

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



**ITEM: 3.20  
(ID # 22505)**

**MEETING DATE:**  
Tuesday, August 29, 2023

**FROM :** FACILITIES MANAGEMENT:

**SUBJECT:** FACILITIES MANAGEMENT-REAL ESTATE (FM-RE): Adoption of Resolution Number 2023-226 Authorization to Sell Real Property Located in the Unincorporated Area of the County of Riverside, Near the City of Palm Springs, State of California; Assessor's Parcel Number 666-140-024; CEQA Exempt per State California Environmental Quality Act (CEQA) Guidelines Sections 15312 and 15061(b)(3); District 4. [\$53,000 - 100% Sale Proceeds] (4/5th Vote) (Clerk to File Notice of Exemption)

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

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15312, Sale of Surplus Government Property Exemption, and 15061(b)(3), Common Sense Exemption;

Continued on Page 2

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

  
Rose Salgado, Director of Facilities Management 8/16/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez  
Nays: None  
Absent: None  
Date: August 29, 2023  
xc: FM-RE, Recorder

Kimberly A. Rector,  
Clerk of the Board

By:   
Deputy

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

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

2. Adopt Resolution No. 2023-226, Authorization to Sell Real Property Located in the unincorporated area of the County of Riverside, near the City of Palm Springs, State of California; Assessor's Parcel Number 666-140-024, a political subdivision of the State of California, to David Alvarado, an individual, by Grant Deed;
3. Approve the attached Offer and Agreement to Purchase Real Property between David Alvarado, as Buyer, and the County of Riverside, as Seller, and authorize the Chair of the Board to execute the same on behalf of the County;
4. Approve the attached Grant Deed and authorize the Chair of the Board of Supervisors to execute the same on behalf of the County;
5. Authorize the Director of Facilities Management, or designee, to execute any and all other documents necessary to complete this transaction;
6. Authorize a reimbursement to Facilities Management-Real Estate Division in an amount not to exceed \$53,000 from the proceeds of the sale of this property; and
7. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk for posting within five (5) working days of approval by the Board.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$53,000	\$0	\$53,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> \$53,000 - 100% Sale Proceeds			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	23/24

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

**BACKGROUND:**

**Summary**

The subject surplus property consists of approximately 0.96 acres of land, with an approximately 5,325 square foot facility, commonly known as 63775 Dillon Road, North Palm Springs, California, and identified by Assessor's Parcel Number 666-140-024 (Property). The minimum bid for this Property was established using a Fair Market Value Appraisal which set the minimum bid at \$480,000.

The Property was Declared Surplus Property on March 1, 2022 (M.O. #3.13). In accordance with Government Code Section 54222. The State of California Department of Housing and

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

Community Development (HCD) determined that the County had met all requirements under the Surplus Land Act for that purpose of disposing of the surplus property.

On April 4, 2023 (M.O. # 19.1), the Board of Supervisors, in compliance with Government Code Sections 25520 et seq. and the Surplus Land Act, opened the public hearing, reviewed, and accepted the highest oral bid in the amount of \$480,000 and adopted Resolution No. 2023-067. As of June 15, 2023, the bidder rescinded their offer to purchase the Property.

On June 26, 2023, David Alvarado, an individual (Buyer), submitted a proposal to purchase the Property for the bid amount of \$480,000. Staff recommends approval of the attached Offer and Agreement to Purchase the Property.

This conveyance is exempt, as discussed in the attached Notice of Exemption, from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15312, Sale of Surplus Government Property Exemption and 15061(b)(3), "Common Sense" Exemption. The Project, as proposed, is the sale of real property consisting of an approximately 5,325 square foot office building. The property does not have significant values for wildlife habitat or other environmental purposes, and the use of the property has not changed since the time of acquisition by the County. The action does not provide for an increase in use of the land or any development activity and would not result in any physical environmental impacts under CEQA. The proposed sale of the Property is an administrative function and would not result in any direct physical environmental impacts. The primary indirect impact of the sale would result in a different occupant owning the Property.

Resolution No. 2023-226, the Offer and Agreement to Purchase Real Property, and Grant Deed have been approved as to form by County Counsel.

**Impact on Citizens and Businesses**

The surplus sale of the Property will benefit the citizens and businesses by returning this public property back to private purpose. The sale will allow the Property to generate both sales and property taxes and will allow for new business, jobs, and revenue to be produced.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The Facilities Management - Real Estate Division will be reimbursed for all costs associated with the sale of this Property, as itemized below and through the gross proceeds of this sale. No net county costs will be incurred, and no budget adjustment is necessary.

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

Sales Price	\$480,000
Title Costs	\$1,500
Appraisal Costs	\$9,700
County Staff Time includes FM-RE, FM Environmental and County Counsel	\$41,800
Total Estimated Acquisition Costs:	\$53,000
Total Estimated Net Proceeds	\$427,000


**ATTACHMENTS:**

- Resolution 2023-226
- Aerial Map
- 412FM Grant Deed
- Agreement of Purchase and Sale and Joint Escrow Instructions
- Notice of Exemption

JM:ii/07062023/412FM/30.961

  
\_\_\_\_\_  
Aaron Gettis, Deputy County Counsel      8/21/2023

County of Riverside  
Facilities Management  
3450 14<sup>th</sup> Street, Riverside, CA

FOR COUNTY CLERK USE ONLY		
<b>FILED / POSTED</b>		
County of Riverside Peter Aldana Assessor-County Clerk-Recorder		
E-202300905 08/29/2023 12:41 PM Fee: \$ 50.00 Page 1 of 2		
Removed:	By:	Deputy
		

**NOTICE OF EXEMPTION**

July 11, 2023

**Project Name:** County of Riverside, Authorization to Sell Real Property Located in the Unincorporated Area of Riverside County

**Project Number:** FM0417200412

**Project Location:** 63775 Dillon Road, North Palm Springs, California, Assessor's Parcel Number (APN) 666-140-024

**Description of Project:** The subject surplus property consists of approximately 0.96 acres of land, containing an approximately 5,325 square feet office building, commonly known as 63775 Dillon Road, North Palm Springs, California, and identified by Assessor's Parcel Number 666-140-024 (Property). The minimum bid for this Property was established using a Fair Market Value Appraisal which set the minimum bid at \$480,000.

The Subject Property was Declared as Surplus Property on March 1, 2022 (M.O. #3.13). In accordance with Government Code section 54222. The State of California Department of Housing and Community Development (HCD) determined that the County had met all requirements under the Surplus Land Act for the purpose of disposing of the surplus property.

On April 4, 2023 (M.O. #19.1), the Board of Supervisors, in compliance with Government Code Sections 25520 et seq. and the Surplus Land Act, opened for public hearing, reviewed, and accepted the highest oral bid from Charindra Godakanda, an individual, in the amount of \$480,000 for 63775 Dillon Road and adopted Resolution No. 2023-067. As of June 15, 2023, the bidder rescinded their offer to purchase the property. On June 26, 2023, David Alvarado, an individual (Buyer), submitted a proposal to purchase the Property for the approved minimum bid amount of \$480,000. Staff recommends approval of the attached Offer and Agreement to Purchase Real Property.

The conveyance of property to the Buyer is identified as the proposed project under the California Environmental Quality Act (CEQA). The project is limited to the sale of property and does not allow for any construction activity, change in use, or any other condition that may lead to a direct or indirect physical environmental impact at this time. Any future activity or project at the location would require additional CEQA review for any changes to the property.

**Name of Public Agency Approving Project:** Riverside County

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

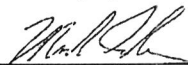
**Exempt Status:** State CEQA Guidelines Section 15312, Class 12, Surplus Government Property Sales Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Articles 5 and 19, Sections 15061 and 15312

**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 the sale of the Property.

- **Section 15312 (a)(b)(3)– Sale of Surplus Government Property Exemption:** The Project, as proposed, is the sale of real property consisting of an approximately 5,325 square foot office building. The property does not have significant values for wildlife habitat or other environmental purposes, and the use of the property has not changed since the time of acquisition by the County. The action does not provide for an increase in use of the land or any development activity and would not result in any physical environmental impacts under CEQA.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The proposed sale of the Property is an administrative function and would not result in any direct physical environmental impacts. The primary indirect impact of the sale would result in a different occupant owning the Property. It is not anticipated that any change in use or substantial increase in capacity would occur from the sale. Should any future physical changes in use be contemplated by the new owner, additional CEQA review would be required and the potential environmental effects would be analyzed as part of future discretionary action. Therefore, in no way, would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Therefore, the County of Riverside Facilities Management 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: \_\_\_\_\_



Mike Sullivan, Senior Environmental Planner  
County of Riverside, Facilities Management

Date: 7-11-2023

1 Board of Supervisors

County of Riverside

2 **Resolution Number 2023-226**

3 Authorization to Sell Real Property Located in

4 the unincorporated area of the County of Riverside, near the City of Palm Springs,

5 State of California, Assessor's Parcel Number 666-140-024

6  
7 **WHEREAS**, the County of Riverside, a political subdivision of the State of California  
8 ("County"), owns certain real property consisting of approximately 0.96 acres of land,  
9 containing an approximately 5,325 square foot office building, commonly known as 63775  
10 Dillon Road, North Palm Springs, California, and identified by Assessor's Parcel Number 666-  
11 140-024 ("Property"), and more particularly legally described in Exhibit "A"; and

12 **WHEREAS**, on March 1, 2022, the Property was declared surplus real property and on  
13 January 10, 2023, the Notice of Intention to sell the Property was directed to be posted and  
14 published pursuant to Government Code Sections 25520 et. seq. and 6063; and

15 **WHEREAS**, on April 4, 2023, the Board of Supervisors of the County of Riverside  
16 ("Board"), conducted a public hearing to sell the Property, reviewed and accepted the highest  
17 oral bid from Charindra Godakanda, an individual, in the amount of \$480,000 and adopted  
18 Resolution No. 2023-067. As of June 15, 2023, the bidder rescinded their offer to purchase the  
19 property.

20 **WHEREAS**, the County now desires to sell the Property to David Alvarado, an  
21 individual ("Buyer"), and authorizes the Chair of the Board to execute the Offer and Agreement  
22 to Purchase Real Property and Grant Deed on behalf of the County; and

23 **WHEREAS**, Buyer desires to buy the Property from the County in the amount of Four  
24 Hundred and Eighty Thousand Dollars (\$480,000); and

25 **WHEREAS**, the County has reviewed and determined the sale of the Property as  
26 categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State  
27 CEQA Guidelines Section 15061(b)(3), General Rule Exemption – because the proposed  
28 project is the sale of real property involving the transfer of title to the real property that is no

FORM APPROVED COUNTY COUNSEL  
BY: BRADEN J. HOLLY  
8/21/23  
DATE

1 longer needed for the use by or purposes of the County, does not have significant value for  
2 wildlife habitat or other environmental purposes and the use of the property and adjacent  
3 property has not changed since the time of acquisition by the County.

4 **BE IT RESOLVED, DETERMINED AND ORDERED** by a four-fifths vote of the Board of  
5 Supervisors of the County of Riverside ("Board"), in regular session assembled on August 29,  
6 2023, at 9:30 a.m. or soon thereafter, in the meeting room of the Board of Supervisors located  
7 on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, California,  
8 based upon a review of the evidence and information presented on the matter, as it relates to  
9 the conveyance of the Property, this Board:

- 10 1. Has determined that the proposed conveyance of the Property is categorically  
11 exempt from CEQA under State CEQA Guidelines Section 15061(b)(3), General  
12 Rule or "Common Sense" Exemption; and
- 13 2. Authorizes the sale to Buyer, the following described real property by Grant Deed  
14 and pursuant to the Offer and Agreement to Purchase Real Property ("Agreement")  
15 the certain fee simple interest in real property located in the Unincorporated Area of  
16 Riverside County, State of California identified with the Assessor's Parcel Number  
17 666-140-024.

18 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board  
19 approves the Offer and Agreement to Purchase Real Property ("Agreement"), authorizes the  
20 Chair of the Board to execute the Agreement and the Grant Deed on behalf of the County, and  
21 direct the deed to be delivered upon performance and compliance by the Buyer of all the terms  
22 and conditions of the Agreement.

23 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board  
24 authorizes the Director of Facilities Management, or their designee, to execute any other  
25 documents necessary to complete this transaction.

26 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board  
27 authorizes a reimbursement to Facilities Management-Real Estate Division in an amount not to  
28 exceed \$53,000 from the proceeds of the sale of this Property



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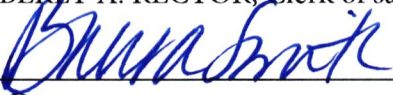
**BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Clerk of the Board of Supervisors is directed to file the Notice of Exemption with the County Clerk within five (5) working days of Board approval.

ROLL CALL:

Ayes: Jeffries, Washington, Spiegel, Perez and Gutierrez  
Nays: None  
Absent: None

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

KIMBERLY A. RECTOR, Clerk of said Board

By:  Deputy

JM:ii/07062023/412FM/30.961  
08.29.2023 3.20

**EXHIBIT "A"**  
**Legal Description**

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

That portion of the Northwest One Quarter of the Northeast One Quarter of the Southeast One Quarter of Section 10, Township 3 South, Range 4 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, described as follows:

Beginning at the Northeast corner of said Northwest One Quarter of the Northeast One Quarter of the Southeast One Quarter of Section 10;

Thence South 00°09'20" West along the Easterly line thereof a distance of 240.00 feet;

Thence South 89°47'20" West parallel with the Northerly line of said Southeast One Quarter of Section 10, a distance of 225.00 feet;

Thence North 00°00'20" East parallel with said Easterly line of the Northeast One Quarter of the Northeast One Quarter of the Southeast One Quarter of Section 10 a distance of 240.00 feet to the Northerly line thereof;

Thence North 89°47'20" East along said Northerly line a distance of 225.00 feet to the point of beginning;

Excepting the Northerly 55 feet thereof;

Also excepting that portion lying within the Parcel of land conveyed to the County of Riverside by deed recorded February 4, 1958 as Instrument No. 8232, in Book 2216, Page 512 of Official Records of said County.

APN: 666-140-024

Recorded at request of and return to:  
David Alvarado  
43715 Jackson Street  
Indio, CA 92201

Dept. to  
Record

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

JM:il/07062023/412FM/30.962

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

PROJECT: 63775 Dillion Road  
APN: 666-140-024

## GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("Grantor") hereby GRANTS to David Alvarado, a single man ("Grantee"), the real property in the County of Riverside, State of California, as more particularly described in that certain legal description attached hereto as Exhibit "A" and incorporated herein by this reference, subject only to matters of record ("Property").

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

If ten (10) or more residential units are developed on the Property, not less than 15 percent of the total number of residential units developed on the property shall be sold or rented at affordable housing cost, as defined in Section 50052.5 of the California Health and Safety Code, or affordable rent, as defined in Section 50053 of the California Health and Safety Code, to lower income households, as defined in Section 50079.5 of the California Health and Safety Code. Rental units shall remain affordable to and occupied by lower income households for a period of 55 years for rental housing and 45 years for ownership housing. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of 65915 of the California Government Code. These requirements shall be covenants or restrictions running with the land and shall be enforceable against any owner who violates a covenant or restriction and each successor-in-interest who continues the violation by any of the

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entities described in subdivisions (a) to (f), inclusive, of Section 54222.5 of the California Government Code.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on its behalf by its officer hereunto duly authorized on this date.

Dated: 8/29/23


GRANTOR:

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

By:   
Kevin Jeffries, Chair  
Board of Supervisors

ATTEST:  
Kimberly Rector  
Clerk of the Board

By:   
Deputy

FORM APPROVED COUNTY COUNSEL  
BY:  8/21/23  
BRADEN J. HOLLY DATE

PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

Recorder  
P.O. Box 751  
Riverside, CA 92502-0751  
(951) 486-7000

www.riversideacr.com

**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CLARIFICATION FOR SEAL for the Riverside County Board of Supervisors  
(EMBOSSSED ON DOCUMENT)



Date: 08/29/2023

Signature: *Breanna Smith*

Print Name: Breanna Smith, Clerk of the Board Assistant



**EXHIBIT "A"**  
**Legal Description**

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

That portion of the Northwest One Quarter of the Northeast One Quarter of the Southeast One Quarter of Section 10, Township 3 South, Range 4 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, described as follows:

Beginning at the Northeast corner of said Northwest One Quarter of the Northeast One Quarter of the Southeast One Quarter of Section 10;

Thence South 00°09'20" West along the Easterly line thereof a distance of 240.00 feet;

Thence South 89°47'20" West parallel with the Northerly line of said Southeast One Quarter of Section 10, a distance of 225.00 feet;

Thence North 00°00'20" East parallel with said Easterly line of the Northeast One Quarter of the Northeast One Quarter of the Southeast One Quarter of Section 10 a distance of 240.00 feet to the Northerly line thereof;

Thence North 89°47'20" East along said Northerly line a distance of 225.00 feet to the point of beginning;

Excepting the Northerly 55 feet thereof;

Also excepting that portion lying within the Parcel of land conveyed to the County of Riverside by deed recorded February 4, 1958 as Instrument No. 8232, in Book 2216, Page 512 of Official Records of said County.

APN: 666-140-024

SERIAL NO. 412FM-032

BID FORMS

FOR

THE SALE OF REAL PROPERTY  
LOCATED IN THE UNINCORPORATED AREA  
OF PALM SPRINGS  
ASSESSOR'S PARCEL NUMBER 666-140-024

Proposal to Purchase Real Property in the Unincorporated Area of Palm Springs  
9:30 a.m., April 4, 2023

COUNTY OF RIVERSIDE

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BOARD OF SUPERVISORS  
County Administrative Center  
Clerk of the Board  
Post Office Box 1147  
4080 Lemon Street, 1st Floor  
Riverside, California 92502-1147

AUG 29 2023 3.20



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B. Instructions to Bidders.....	2 pages
C. Proposal to purchase real property located in the Unincorporated Area of Palm Springs in the County of Riverside, State of California, 9:30 a.m., April 4, 2023 with Exhibit "A" .....	3 pages
D. Bidder's Questionnaire .....	2 pages
E. Offer and Agreement to Purchase Real Property.....	7 pages

**SECTION A**

**RESOLUTION NO. 2023-009**

**NOTICE OF INTENTION TO SET PUBLIC HEARING FOR THE SALE OF  
REAL PROPERTY LOCATED IN THE CITY OF RIVERSIDE AND THE UNINCORPORATED  
AREA OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
ASSESSOR'S PARCEL NUMBERS 215-192-001, 215-192-002, 215-192-003, 215-192-004,  
189-080-001, 215-092-008, 213-252-005, & 666-140-024**

**COPY OF ADOPTED RESOLUTION FOLLOWS:**

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

**WHEREAS**, the County of Riverside ("County") owns certain real property consisting of approximately 0.96 acres of land and containing an approximately 5,325 square feet office building situated thereon, commonly known as 63775 Dillon Road, Palm Springs, (the "Property") more particularly legally described in Exhibit "A", attached hereto and by this reference incorporated herein; and

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

**WHEREAS**, pursuant to Government Code Section 54220 et seq., the County declared the Property to be surplus land on March 1, 2022; and

**WHEREAS**, on May 10, 2022, the County sent out notices of availability to sell and offer the Property to other public agencies pursuant to Government Code Section 54222 and whereby no public agencies indicated sincere interest during the requisite sixty (60) day period; and

**WHEREAS**, the County now desires to initiate the sale of the Property, now, therefore,

**BE IT RESOLVED, DETERMINED, AND ORDERED** by the Board of Supervisors of the County of Riverside ("Board"), in regular session assembled in the meeting room of the Board, located at 4080 Lemon Street, Riverside, California, on December 13, 2022, at 9:30 am or soon thereafter, by a vote of not less than two-thirds of all members concurring, that this Board declares its intention to sell the Property pursuant to the provisions of the Government Code Sections 25520, et. seq., upon the following terms and conditions:

1. The nature of the fee simple interest in real property to be sold is approximately 0.96 acres of land, containing an approximately 5,325 square foot office building, identified as Assessor's Parcel Number 666-140-024, located at 63775 Dillon Road, Palm Springs, as described on Exhibit "A" attached hereto.

2. The sale will be held on April 4, 2023, in the meeting room of the Board of Supervisors, County Administrative Center, 4080 Lemon Street, Riverside, California 92502-1147, at 9:30 a.m., or as soon thereafter as the agenda of the Board permits, ("Sale Date") where sealed bids and oral bids shall be received and considered.

3. Sealed written bids will be received by the Clerk of the Board at any time up to 9:30 a.m. on said Sale Date at the Clerk of the Board's office on the 1st floor of the County Administrative Center. Bids shall be submitted on the County's bid form and bids shall be plainly marked on the outside "Proposal to Purchase Real Property in the Unincorporated Area of Palm Springs, 9:30 a.m., April 4, 2023. The County's bid form may be obtained from Facilities Management - Real Estate Division, located at 3450 14th Street, Suite 200, Riverside, California 92501, along with the instructions to bidders. The bid form contains the terms and conditions for the sale of the Property. Prospective bidders may inspect the bid form at no charge.

4. All sealed bids shall be for not less than Four Hundred and Eighty-Thousand Dollars (\$480,000) and shall be accompanied or preceded by a deposit of not less than three percent (3%) of the bid amount ("Deposit"), in cash, cashier's check, or certified check as security that the successful bidder will complete the terms and conditions of the sale. Bids shall be made only upon serialized bid forms to be obtained solely from the Deputy Director of the Real Estate Division of Facilities Management.

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

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

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

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

9. The right to reject any and all bids, both written and oral, and to withdraw the Property from sale is reserved. If the successful bidder fails to purchase the Property, the County reserves the right to take such measures as it deems appropriate to sell the Property. The County may, but shall have no obligation to, accept the next highest bid, or successive highest

bid. In the event that the County desires to accept the next highest bid or successive highest bid upon the first successful bidder failing to purchase the Property, the authorization of the sale shall be submitted to the Board for approval on a future date.

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

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

## INSTRUCTIONS TO BIDDER

1. Bids are to be made only on the basis of Resolution No. 2023-009, Notice of Intention to Set Public Hearing for the Sale of Real Property located in the Unincorporated Area of Palm Springs, in the County of Riverside, State of California, Assessor's Parcel Number 666-140-024 (for the "Property"). A bidder shall not be relieved of his bid nor shall any change be made in his bid because of mistakes.
2. The submittal of a bid shall be deemed evidence that the bidder has carefully examined the laws relating to County property, inspected the site, examined these instructions and is fully aware of the responsibilities of the bidder.
3. Bids should be plainly marked on the outside of a sealed envelope: "Proposal to Purchase Real Property located in the City of Riverside - 9:30 a.m., April 4, 2023."
4. Any bids may be withdrawn at any time prior to the hour fixed for the receipt of bids, provided that a request in writing, executed by the bidder, or his duly authorized representative for the withdrawal of such bid is submitted to and filed with the Clerk of the Board. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid prior to the time and date set for the receipt of bids.
5. The County reserves the right to seek supplementary information from any bidder at any time between the dates of bid submission and the bid acceptance. Bidders must be prepared to submit proof of funds in order to complete this transaction and any other information required.
6. The right to reject any and all bids, both written and oral, and to withdraw the property from sale is reserved, the offer to sell real property is not binding on County or the successful bidder until final acceptance by the Board of Supervisors.
7. Award of this sale, if it is awarded, will be to the "Highest Responsible Bidder", whose proposal complies with all requirements prescribed herein. In the selection of the "Highest Responsible Bidder", the following factors will be taken into consideration:
  - (1) The bidder's experience, reputation, and business background;
  - (2) Ability and willingness to perform;
  - (3) Credit standing; and/or
  - (4) The highest purchase price offered and the highest down payment offered.
8. A bidder shall be required to submit all the documents, including the Offer and Agreement to Purchase Real Property ("Agreement"), in the bid forms package, completed and duly executed by the bidder and real estate agent, if applicable, with the requisite Deposit. In the event that the Board accepts the highest bid, the Board may authorize the sale and approve the Agreement and authorize the Chairman to execute the Agreement and the Grant Deed on the same date that the public hearing is conducted to hold the public sale of the Property.
9. The Title Company shall be selected by the County. The escrow shall close, title shall pass and possession shall be delivered within a reasonable period of time after the Board accepts the highest bid to allow for the conditions of the sale to be met. Closing costs shall be

borne by the successful bidder.

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

11. If there are any problems or questions about filling out the forms, assistance may be obtained at Facilities Management, Real Estate Division, 3450 14<sup>th</sup> Street, Suite 200, Riverside, California 92501. Telephone: (951) 955-4820.

PROPOSAL TO PURCHASE REAL PROPERTY  
LOCATED IN THE UNINCORPORATED AREA OF PALM SPRINGS  
IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

April 4, 2023, 9:30 a.m.

APN 666-140-024

June 26, 2023  
Date of Submittal

Pursuant to Resolution No. 2023-009, Notice of Intention to Set Public Hearing for the Sale of Real Property Located in the Unincorporated Area of Palm Springs of Riverside County, the undersigned bidder hereby offers to purchase the real property in the County of Riverside described in Exhibit "A" of Resolution No. 2023-009, said property consisting of approximately 0.96 acres of land, containing an approximately a 5,325 square foot office building situated thereon, commonly known as 63775 Dillon Road, Palm Springs, California. The total amount hereby offered for the purchase of said property is the sum of

Four Hundred Eighty thousand \$ 480,000, to be paid as follows:

1. Cash down payment in the sum of \$ 14,400, including enclosed deposit.

2. The balance of the purchase price shall be paid in cash, cashier's check or a certified check to the County of Riverside, Facilities Management, Real Estate Division, 3450 14<sup>th</sup> Street, Suite 200, Riverside, California 92501 or to the escrow holder when directed in the event the transaction is consummated through escrow.

3. This bid is accompanied by a deposit in cash, cashier's check, or a certified check equal to at least three percent (3%) of the amount of the bid. In the event this proposal is accepted by the Board of Supervisors, said amount shall be credited to the amount due to consummate the transaction if such bid is accepted by the Board.

4. This proposal is for the purchase of the real property specified in Resolution No. 2023-009 in accordance with the terms and conditions set forth below and is an irrevocable offer for the time period specified in the Offer and Agreement to Purchase Real Property.

Terms:

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

(1) The one of such highest written proposals providing for the highest amount of cash down payment shall be the successful bid.

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

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

C. Title insurance shall be required as follows:

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

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

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

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

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


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

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



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

Dated: 6/26/23

  
A large, stylized handwritten signature in blue ink, consisting of a large loop followed by a vertical stroke and a horizontal stroke.

(Bidder's Signature)

Name: DAVID AVIRADO

Address: 43719 JACKSON ST  
INDIO, CA 92201

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

BIDDER'S QUESTIONNAIRE  
INDIVIDUAL

This questionnaire is a part of your bid to purchase the real property described in Resolution No. 2023-009, Notice of Intention to Set Public Hearing for the Sale of Real Property Located in the Unincorporated Area of Palm Springs, County of Riverside, State of California, Assessor's Parcel Number 666-140-024. The information contained herein is confidential and must be executed under penalty of perjury. Answer all questions in full. Use the back of each page for additional information, or attach sheets as required.

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

I. PERSONAL INFORMATION:

- A. Full name (print) DAVID ALVARADO
- B. Home address 6110S DEONDA AV WHITTOWATER
- C. Home telephone no. 760 333 7548
- D. Your education SOME COLLEGE

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

- A. Name, address, and telephone no. of business DESERT ACCOUNTING  
43715 JACKSON ST INDIO, CA 92201  
7603337548
- B. What is the nature of the business? ACCOUNTING
- C. How long in this business? 13 yrs.
- D. Are you an operator owner? If other, what is your function? YES.
- E. How many people do you employ or supervise? SEVEN
- F. Who is your business landlord, and what is his address?  
CONCHUCA VALLEY PROPERTIES  
P.O. Box 831  
THOUSAND PALMS, CA  
92276

INDIVIDUAL

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

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

	DATES EMPLOYED		WAGES
	FROM	TO	
1.	_____	_____	_____
	_____	_____	_____
2.	_____	_____	_____
	_____	_____	_____
3.	_____	_____	_____
	_____	_____	_____
4.	_____	_____	_____
	_____	_____	_____

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

IV. PROOF OF FUNDS: Bidder shall furnish a letter of prequalification or preapproval from a lending institute, a statement from a financial institution, or other form acceptable to County in County's sole discretion, showing proof of available funds for the full purchase price minus the down payment. If bidder intends to submit multiple bids for multiple properties, proof of funds should be shown for the sum of all of the properties being bid upon minus the down payments. If (i) Bidder fails to timely provide such proof of committed funds, or (ii) County determines, in County's sole discretion, that the proof of funds provided to County by Bidder is unacceptable, then County shall have the right, at County's option, to provide written notice to Bidder that this Bid is rejected. If County exercises such right, then this Bid shall be deemed rejected effective as of the date that County delivers written notice of rejection to Bidder.

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

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Assessor's Parcel No.: 666-140-024  
Property Location: 63775 Dillon Road, Palm Springs, CA 92258

**OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY**

**BUYER:** DAVID C. AUREADO

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

For valuable consideration, BUYER has made an offer and agrees to purchase and SELLER agrees to sell the real property, hereinafter referred to as the "Property," located at 63775 Dillon Road, Palm Springs, CA 92258, further described below in Section 1, and in the Resolution 2023-009 attached hereto as "Exhibit A," upon the terms and conditions as stated herein for the purchase price of:

---

write out purchase price in words

(\$ 480,000.00)

Insert price in numbers

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

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

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

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

2. **TERMS OF OFFER.**


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

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

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

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

2.4 BUYER acknowledges that no rights or interests in the Property are created by submission of this offer. This Agreement is not binding upon SELLER until the offer is accepted in

 (initial)

the manner prescribed herein, and the SELLER authorizes the sale, approves the Agreement and BUYER complies fully with each and every term and condition contained herein.

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

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

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

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

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

#### 5. **DEPOSITS.**

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

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

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

#### 6. **BUYER'S COSTS.**

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

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

 (initial)

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

7. **SELLER'S COSTS.**

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

7.2 All closing costs shall be borne by BUYER.

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

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

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

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

9. **TITLE.**

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

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

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

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

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

DAVID C. ALVARADO

Print or Type full legal name of Grantee

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

DA (initial)

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

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

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

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

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

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

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

15. **INTENTIONALLY DELETED.**

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

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

BUYER's Initials     *JD*    

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

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

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

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

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

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

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

    *JD*     (initial)



If to **SELLER**:  
County of Riverside  
Facilities Management - Real Estate  
3450 14<sup>th</sup> Street, Suite 200  
Riverside, CA 92501  
Telephone: 951-955-4820

If to **BUYER**:  
DAVID ARVARDO  
43715 JACKSON ST  
INDIO, CA 92201


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

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

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

- Exhibit A: Resolution No. 2023-009
- Exhibit A-1: Preliminary Title Report
- Exhibit B: Legal Description and Depiction of the Property
- Exhibit C: Grant Deed

(Signatures on the following page)

 (initial)

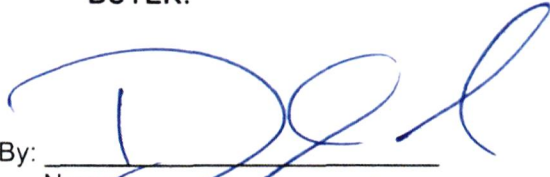
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

**SELLER:**

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

By:   
Kevin Jefferies, Chair  
Board of Supervisors

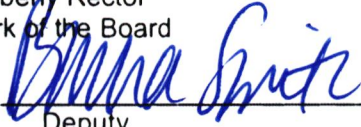
**BUYER:**

By:   
Name: \_\_\_\_\_  
Its: DAVID AWARAPO

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

**ATTEST:**

Kimberly Rector  
Clerk of the Board

By:   
Deputy

**APPROVED AS TO FORM:**

Minh C. Tran  
County Counsel

By:   
Braden Holly for Ryan Yabko  
Deputy County Counsel

Exhibit "A"

1 Board of Supervisors

County of Riverside

2 **Resolution Number 2023-009**

3 Notice of Intention to Set Public Hearing for the Sale of  
4 Real Property Located in the City of Riverside and the Unincorporated  
5 Area of Palm Springs, County of Riverside, State of California, Assessor's Parcel Numbers  
6 215-292-001, 215-292-002, 215-292-003, 215-292-004, 189-080-001, 215-092-008,  
7 213-252-005, & 666-140-024  
8

9 **WHEREAS**, pursuant to California Government Code Section 25526, a county shall,  
10 prior to ordering the sale of any real property interest it owns, by a two-thirds vote of the Board  
11 of Supervisors of the County of Riverside, State of California, in regular session, adopt a  
12 resolution declaring its intention to sell the real property determined to be surplus and no longer  
13 needed for a county's use and purposes provided not less than three (3) weeks thereafter; and

14 **WHEREAS**, the County of Riverside ("County") owns multiple parcels of real property,  
15 each improved with various improvements in the City of Riverside and the Unincorporated Area  
16 of Palm Springs, California, (the "Properties") identified in Attachment 1 and more particularly  
17 described in Attachment 2, attached hereto and by this reference incorporated herein; and

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

21 **WHEREAS**, on March 1, 2022, the County declared the Properties as surplus property  
22 that is no longer needed for County uses or purposes; and

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

26 **WHEREAS**, the County now desires to initiate the sale of the Properties; now,  
27 therefore,  
28

1           **BE IT RESOLVED, DETERMINED, AND ORDERED, AND NOTICE IS HEREBY**  
2 **GIVEN** by the Board of Supervisors of the County of Riverside ("Board"), in regular session  
3 assembled in the meeting room of the Board, located at 4080 Lemon Street, Riverside,  
4 California, on January 10, 2023, at 9:30 am or soon thereafter, by a vote of not less than two-  
5 thirds of all members concurring, that this Board declares its intention to sell the Properties  
6 pursuant to the provisions of the Government Code Sections 25520, et. seq., upon the  
7 following terms and conditions:

8           1.       The nature of the fee simple interest in real properties to be sold is described in  
9 Attachment 1 and is located in the City of Riverside and the Unincorporated Area of Palm  
10 Springs, California.

11           2.       The sale will be held on April 4, 2023, in the meeting room of the Board of  
12 Supervisors, County Administrative Center, 4080 Lemon Street, Riverside, California 92502-  
13 1359, at 9:30 a.m., or as soon thereafter as the agenda of the Board permits, ("Sale Date")  
14 where sealed bids and oral bids shall be received and considered.

15           3.       Sealed written bids will be received by the Clerk of the Board at any time up to  
16 9:30 a.m. on said Sale Date at the Clerk of the Board's office on the 1st floor of the County  
17 Administrative Center. Bids shall be submitted on the County's bid form and bids shall be  
18 plainly marked on the outside "Proposal to Purchase Real Property in the City of Riverside and  
19 the Unincorporated Area of Palm Springs, 9:30 a.m., April 4, 2023." The County's bid form may  
20 be obtained from Facilities Management - Real Estate Division, located at 3450 14<sup>th</sup> Street,  
21 Suite 200, Riverside, California 92501, along with the instructions to bidders. The bid form  
22 contains the terms and conditions for the sale of the Properties. Prospective bidders may  
23 inspect the bid form at no charge.

24           4.       All sealed bids shall be for no less than Fair Market Value (FMV) as referenced  
25 in Attachment 1 and shall be accompanied or preceded by a deposit of not less than three  
26 percent (3%) of the bid amount ("Deposit"), in cash, cashier's check, or certified check as  
27 security that the successful bidder will complete the terms and conditions of the sale. Bids  
28 shall be made only upon serialized bid forms to be obtained solely from the Deputy Director of

1 the Real Estate Division of Facilities Management.

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

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

12 7. If the Board accepts an oral bid, the successful bidder shall submit their highest  
13 oral bid in writing on the County's bid form and submit said form, along with any appropriate  
14 additional funds so that the deposit will be equal three percent (3%) of the accepted bid, to the  
15 Deputy Director of the Real Estate Division of Facilities Management no later than 4:00 p.m. of  
16 the date of the accepted oral bid to remain the successful oral bidder for the purchase of the  
17 Properties.

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

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

27 10. Deposits of unsuccessful bidders will be returned or refunded after final  
28 acceptance or rejection of all bids, or after withdrawal of the Properties from sale.

1           **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Clerk of the  
2 Board is directed to cause the notice of this intention to sell the Properties and the time and  
3 place of holding the public bidding sale to be given, pursuant to Government Code Section  
4 25528, by posting copies of this Resolution signed by the Chairman of the Board of  
5 Supervisors in three (3) public places in the County of Riverside, not less than fifteen (15) days  
6 before the Sale Date, and by publishing the notice pursuant to Government Code Section 6063  
7 at least three (3) weeks before the Sale Date.

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**ATTACHMENT 1**

	<u>ADDRESS</u>	<u>APN(s)</u>	<u>SQUARE FEET</u>	<u>MINIMUM BID</u>
1	4200 Orange Street Riverside	215-292-001 215-292-002 215-292-003 215-292-004	36,335	\$ 3,050,000
2	5950 Wilderness Avenue Riverside	189-080-001	48,706	\$ 3,900,000
3	4001 Main Street & 3744 10th Street Riverside	215-092-008	8,214	\$ 1,450,000
4	3133 Mission Inn Avenue Riverside	213-252-005	36,999	\$ 2,440,000
5	63775 Dillon Road Palm Springs	666-140-024	5,325	\$ 480,000
			<b>TOTAL =</b>	<b>\$ 11,320,000</b>

## ATTACHMENT 2

### Address 1 - 4200 Orange Street, Riverside

#### **PARCEL 1: ([APN 215-292-001](#))**

Beginning at the Northwestern corner of Block 12, Range 5, as shown by Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, on file in [Book 7, page 17](#) of Maps, records of San Bernardino County, California;

Thence Easterly along the Southerly line of Twelfth Street, 157 feet to the Westerly line of and alley;

Thence at a right angle Southerly, along the Westerly line of said alley, 63 feet;

Thence at a right angle Westerly, parallel with the Southerly line of Twelfth Street, 157 feet, to the Easterly line of Orange Street;

Thence Northerly, along the Easterly line of Orange Street, 63 feet to the point of beginning.

EXCEPTING therefrom that portion described as follows:

The Northwestern 10 feet and the Southeasterly 2 feet of the Northeasterly 63 feet of the Northwestern 157 feet of Block 12, Range 5 of the Town of Riverside, as shown by Map on file in [Book 7, page 17](#) of Maps, records of San Bernardino County, California, as conveyed to the City of Riverside by document recorded February 1, 1966, as [Instrument No. 11826](#) of Official Records of Riverside County, California.

#### **PARCEL 2: ([APN 215-292-002](#); [215-292-003](#); [215-292-004](#))**

That portion of Block 12, Range 5, as shown on the Map of the Town of Riverside, on file in [Book 7, Page 17](#) of Maps, Records of San Bernardino County, California, in the City of Riverside, County of Riverside, State of California, described as follows:

Beginning at the Northwest corner of said Block 12;

Thence Easterly along the Southerly line of Twelfth Street, 157.00 feet to the Westerly line of an alley;

Thence Southerly along the Westerly line of said alley, 63.00 feet to the True Point of Beginning;

Thence Southerly along said Westerly line 167.70 feet;

Thence Westerly parallel with the Southerly line of Twelfth Street, 157.00 feet to the Easterly line of Orange Street;

Thence Northerly along the Easterly line of Orange Street, 167.70 feet;

Thence Easterly parallel with the Southerly line of Twelfth Street, 157.00 feet to the True Point of Beginning.

EXCEPTING therefrom that portion described as follows:



Thence Northwesterly 10 feet and the Southeasterly 2 feet of the Southwesterly 62 feet of the Northeasterly 125 feet of the Northwesterly 157 feet of Block 12, Range 5 of the Town of Riverside, as shown by Map on file in [Book 7, Page 17](#) of Maps, Records of San Bernardino County, California, as conveyed to the City of Riverside by document recorded February 1, 1966, as [Instrument No. 11826](#) of Official Records of Riverside County, California.

ALSO EXCEPTING therefrom the Northwesterly 10 feet and the Southeasterly 2 feet of the Southwesterly 50 feet of the Northeasterly 230.70 feet of the Northwesterly 157 feet of Block 12, Range 5 of the Town of Riverside, as shown by Map on file in [Book 7, Page 17](#) of Maps, Records of San Bernardino County, California, as conveyed to the City of Riverside, by document recorded February 1, 1966, as [Instrument No. 11827](#) of Official Records of Riverside County, California.

ALSO EXCEPTING therefrom the Northwesterly 10 feet and the Southeasterly 2 feet of the Southwesterly 55.70 feet of the Northeasterly 180.70 feet of the Northwesterly 157 feet of Block 12, Range 5 of the Town of Riverside, as shown by Map on file in [Book 7, Page 17](#) of maps, Records of San Bernardino County, California, as conveyed to the City of Riverside by document recorded February 1, 1966, as [Instrument No. 11825](#) of Official Records of Riverside County, California.

**Address 2 - 5950 Wilderness Avenue, Riverside**

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

That portion of Lot 40, Block 20 of Tract 4 of Riverview addition to the City of Riverside, in the City of Riverside, County of Riverside, State of California, as per map recorded in [Book 7, Page\(s\) 6](#), of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the Northwest corner of the property described in Deed to Prudential Overall Supply recorded October 23, 1963 as [Instrument No. 112034](#) of Official Records of Riverside County, California, said corner being North 00° 06' 45" East, as measured on the East line of Wilderness Street, (formerly Marion Street) 60.00 feet in width, 376.00 feet from the Southwest corner of Lot 39 of said Block 20;

Thence continuing North 00° 06' 45" East on the East line of Wilderness Street to the South line of Gage Street, 50.00 feet in width, as shown on Map of Riverview Addition to the City of Riverside;

Thence Easterly on the South line of Gage Street to the intersection of the Southwesterly line of the property described in deed to the Metropolitan Water District of Southern California, recorded in [Book 262, Page\(s\) 194](#) of Official Records of Riverside County, California;

Thence South 23° 20' 00" East on the Southwesterly line of the Metropolitan Water District conveyance to the Northeast corner of the aforementioned conveyance to Prudential Overall Supply, 370.59 feet to the point of beginning.

Except that portion described in Deed to the City of Riverside, a Municipal Corporation, recorded March 4, 1966 as [Instrument No. 23700](#), Official Records.

[APN: 189-080-001-7](#)

**Address 3 – 4001 Main Street & 3744 10th Street, Riverside**

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

Lots 1 & 2 of C. J. Gill's Resubdivision of Block 10, Range 7, Riverside, in the City of Riverside, County of Riverside, State of California, as shown by Map on file in [Book 5, Page 71](#) of Maps, in the Office of the County Recorder of San Bernardino County.

EXCEPTING therefrom the Southerly 10 feet of said Lot 2.

Assessor's Parcel No: 215-092-008

**Address 4 – 3133 Mission Inn Avenue, Riverside**

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

The Southeasterly rectangular 172.35 feet of Block 6, Range 1, of the Town of Riverside, in the City of Riverside, State of California, as shown by map on file in [Book 7, Page 17](#), of Maps, in the Office of the County Recorder of San Bernardino County.

[APN: 213-252-005](#)

**Address 5 - 63775 Dillon Road, Palm Springs**

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

That portion of the Northwest One Quarter of the Northeast One Quarter of the Southeast One Quarter of Section 10, Township 3 South, Range 4 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, described as follows:

Beginning at the Northeast corner of said Northwest One Quarter of the Northeast One Quarter of the Southeast One Quarter of Section 10;  
Thence South 00°09'20" West along the Easterly line thereof a distance of 240.00 feet;  
Thence South 89°47'20" West parallel with the Northerly line of said Southeast One Quarter of Section 10, a distance of 225.00 feet;  
Thence North 00°00'20" East parallel with said Easterly line of the Northeast One Quarter of the Northeast One Quarter of the Southeast One Quarter of Section 10 a distance of 240.00 feet to the Northerly line thereof.  
Thence North 89°47'20" East along said Northerly line a distance of 225.00 feet to the point of beginning;

Excepting the Northerly 55 feet thereof;

Also excepting that portion lying within the Parcel of land conveyed to the County of Riverside by deed recorded February 4, 1958 as Instrument No. 8232, in [Book 2216, Page 512](#) of Official Records of said County.

Assessor's Parcel No: 666-140-024-1

Exhibit "A-1"



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

County of Riverside EDA  
3403 10th Street Suite 400  
Riverside, CA 92501

Attn: Sue Anna Schatz

Title Officer: Special Projects/ Joe Lardieri-So  
email: [jlardieri@ltic.com](mailto:jlardieri@ltic.com)

Phone No.:

Fax No.:

File No.: 614600196

Your Reference No:

Property Address: Riverside, California

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## PRELIMINARY REPORT

---

Dated as of October 31, 2014 at 7:30 a.m.

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

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

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

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

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

## SCHEDULE A

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

A Preliminary Report Only

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

**A FEE**

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

The County of Riverside

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:

That portion of the Northwest One Quarter of the Northeast One Quarter of the Southeast One Quarter of Section 10, Township 3 South, Range 4 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, described as follows:

Beginning at the Northeast corner of said Northwest One Quarter of the Northeast One Quarter of the Southeast One Quarter of Section 10;  
Thence South  $00^{\circ}09'20''$  West along the Easterly line thereof a distance of 240.00 feet;  
Thence South  $89^{\circ}47'20''$  West parallel with the Northerly line of said Southeast One Quarter of Section 10, a distance of 225.00 feet;  
Thence North  $00^{\circ}00'20''$  East parallel with said Easterly line of the Northeast One Quarter of the Northeast One Quarter of the Southeast One Quarter of Section 10 a distance of 240.00 feet to the Northerly line thereof.  
Thence North  $89^{\circ}47'20''$  East along said Northerly line a distance of 225.00 feet to the point of beginning;

Excepting the Northerly 55 feet thereof;

Also excepting that portion lying within the Parcel of land conveyed to the County of Riverside by deed recorded February 4, 1958 as Instrument No. 8232, in [Book 2216, Page 512](#) of Official Records of said County.

Assessor's Parcel No: 666-140-024-1



## **SCHEDULE B – Section A**

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

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

## SCHEDULE B – Section B

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

- A. There were no taxes levied for the fiscal year 2014-2015 as the property was vested in a public entity.

Assessor's Parcel No: 666-140-024-1

- B. Said land lies within the boundaries of District shown below and is subject to Assessments levied by said district.

[Coachella Valley County Water District](#)

- C. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 or Part 2, Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.

1. Water rights, claims or title to water, whether or not disclosed by the public records.
2. Easement(s) in favor of the public over any existing roads lying within said Land.
3. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: The Mid County Redevelopment Project Area Amendment No. 2  
Recording Date: February 6, 2009  
Recording No: as [Instrument No. 2009-0057440](#) of Official Records

4. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
5. 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.
6. 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.

7. 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.
8. 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: In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),

Party(s):                      Buyers/Sellers

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

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

Req. No. 2: The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation:    The County of Riverside

- a)            A Copy of the corporation By-laws and Articles of Incorporation
- b)            An original or certified copy of a resolution authorizing the transaction contemplated herein
- c)            If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent

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

## 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: 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: [cph](#)  
Date Typed: **November 11, 2014**

**Attachment One (Revised 06-05-14)**

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

**EXCLUSIONS FROM COVERAGE**

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

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

**EXCEPTIONS FROM COVERAGE—SCHEDULE B, PART I**

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

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

Attachment One (6-5-14)

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

**EXCLUSIONS**

- In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:
1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
    - a. building;
    - b. zoning;
    - c. land use;
    - d. improvements on the Land;
    - e. land division; and
    - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
  2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
  3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
  4. Risks:
    - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
    - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
    - c. that result in no loss to You; or
    - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
  5. Failure to pay value for Your Title.
  6. Lack of a right:
    - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
    - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
  7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
  8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
  9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

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

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

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

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

Attachment One (6-5-14)

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**2006 ALTA LOAN POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

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

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

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

**EXCEPTIONS FROM COVERAGE**

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

**PART I**

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

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

**PART II**

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

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**2006 ALTA OWNER'S POLICY (06-17-06)****EXCLUSIONS FROM COVERAGE**

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

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

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

**EXCEPTIONS FROM COVERAGE**

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

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

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

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

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

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

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

Order No. 614600196

## Notice of Available Discounts

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

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

**FNF Underwritten Title Company**  
LTC – Lawyers Title Company

**FNF Underwriter**  
CLTIC – Commonwealth Land Title Insurance Co.

### **Available Discounts**

#### **DISASTER LOANS (CLTIC)**

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

#### **EMPLOYEE RATE (LTC and CLTIC)**

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary or affiliated title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

### **Collection and Use of Information**

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (*e.g.*, name, address, phone number, email address); (2) demographic information (*e.g.*, date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

### **Additional Ways Information is Collected Through the Website**

**Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language,

browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

**Cookies.** From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the [Third Party Opt Out](#) section below.

**Web Beacons.** Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the [Third Party Opt Out](#) section below.

**Unique Identifier.** We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

**Third Party Opt Out.** Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (*e.g.*, click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at [www.aboutads.info](http://www.aboutads.info).
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at [www.youronlinechoices.com](http://www.youronlinechoices.com).
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

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

#### **When Information Is Disclosed By FNF**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non- Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We

do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

#### **Information from Children**

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

#### **Privacy Outside the Website**

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers

whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

#### **European Union Users**

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

#### **Choices with Your Personal Information**

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

#### **Access and Correction**

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

#### **Your California Privacy Rights**

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to [privacy@fnf.com](mailto:privacy@fnf.com) with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

#### **Your Consent to This Privacy Notice**

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer  
(888) 934-3354  
[privacy@fnf.com](mailto:privacy@fnf.com)

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EFFECTIVE AS OF: JANUARY 24, 2014

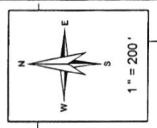
LAST UPDATED: JANUARY 24, 2014

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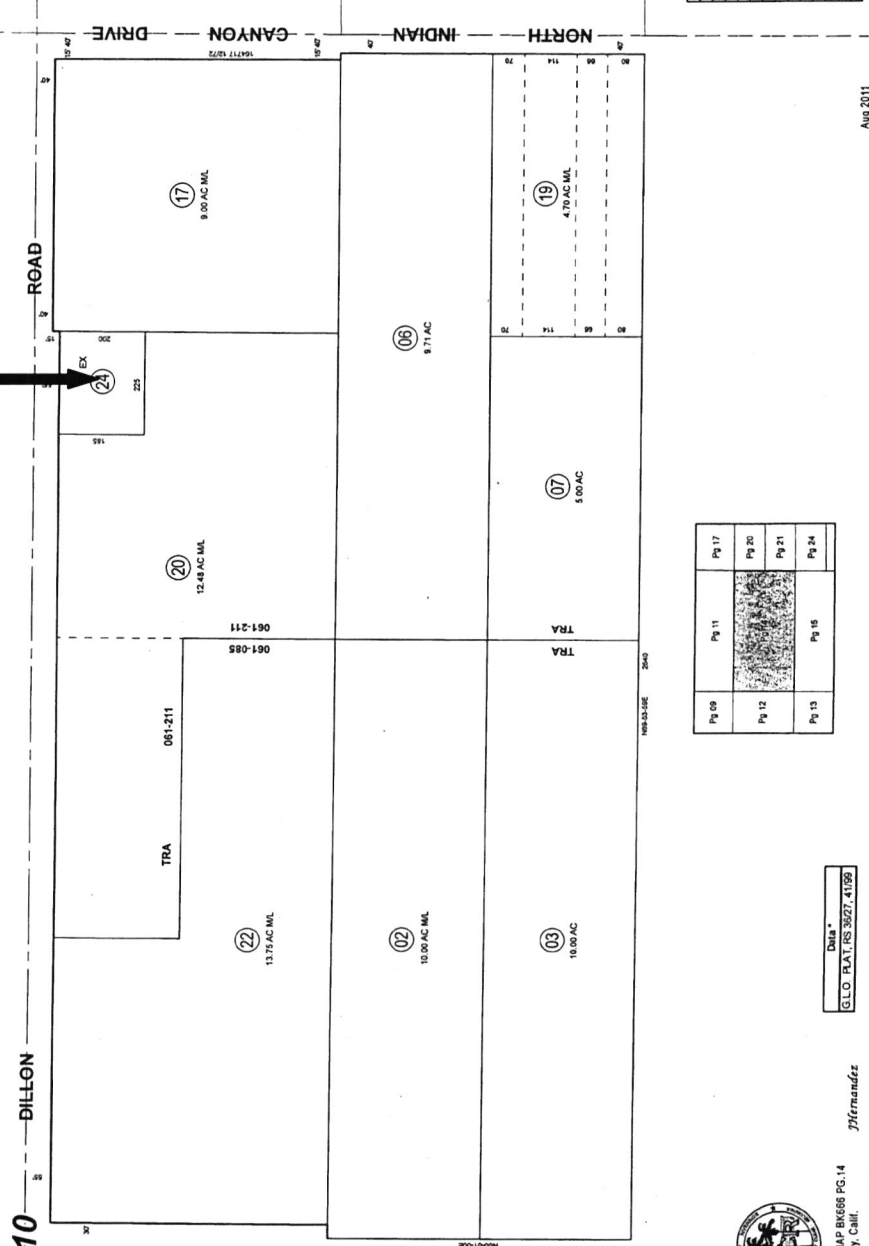
THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL LOT, SPLIT OR BUILDING SITE ORDINANCES.

SEP 29 2011



**Legend**

- Lot Lines
- Old Lot Lines
- Old Lot Lines
- Reference R.O.W
- Other Easements
- Lease Area
- Easement To Map



Code	Old Number	New Number
01	01	01
02	02	02
03	03	03
04	04	04
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08	08	08
09	09	09
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94	94	94
95	95	95
96	96	96
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99	99	99
100	100	100

Pg 09	Pg 11	Pg 17
Pg 12	Pg 15	Pg 24
Pg 20		
Pg 21		



Date: 08/01/11  
GLO PLAT: RS 3927-4199

ASSESSOR'S MAP BK666 PG.14  
Riverside County, Calif.  
JHerman@az

Aug 2011

**EXHIBIT "B"**  
**Legal Description**

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

That portion of the Northwest One Quarter of the Northeast One Quarter of the Southeast One Quarter of Section 10, Township 3 South, Range 4 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, described as follows:

Beginning at the Northeast corner of said Northwest One Quarter of the Northeast One Quarter of the Southeast One Quarter of Section 10;

Thence South 00°09'20" West along the Easterly line thereof a distance of 240.00 feet;

Thence South 89°47'20" West parallel with the Northerly line of said Southeast One Quarter of Section 10, a distance of 225.00 feet;

Thence North 00°00'20" East parallel with said Easterly line of the Northeast One Quarter of the Northeast One Quarter of the Southeast One Quarter of Section 10 a distance of 240.00 feet to the Northerly line thereof;

Thence North 89°47'20" East along said Northerly line a distance of 225.00 feet to the point of beginning;

Excepting the Northerly 55 feet thereof;

Also excepting that portion lying within the Parcel of land conveyed to the County of Riverside by deed recorded February 4, 1958 as Instrument No. 8232, in Book 2216, Page 512 of Official Records of said County.

APN: 666-140-024



# Aerial Map

## County of Riverside



### Legend

- Parcels
- County Centerline Names
- City Areas



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

### Notes

APN: 666-140-024

0 94 188 Feet

REPORT PRINTED ON... 1/10/2023 3:33:00 PM

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