

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



ITEM: 5A.1
(ID # 21298)

MEETING DATE:

FROM : FACILITIES MANAGEMENT:

Tuesday, August 29, 2023

SUBJECT: PUBLIC FINANCING AUTHORITY: Adoption of Resolution No. PFA 2023-002 Authorization to Convey Fee Simple Interest in Real Property located in the City of Riverside, identified with Assessor's Parcel Numbers 215-310-011, By Grant Deed to the State of California, CEQA Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3); District 1; [\$0] (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that this conveyance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption; and Section 15061(b)(3), "Common Sense" Exemption;
2. Adopt Resolution No. PFA 2023-002, Authorization to Convey Fee Simple Interest in Real Property located in the City of Riverside, identified with Assessor's Parcel Numbers 215-310-011, by Grant Deed to the State of California;
3. Approve the attached Purchase Agreement with the State of California and Grant Deed, and authorize the Chairman of the Board to execute the Purchase Agreement and Grant Deed to complete the transfer of real property;
4. Authorize the Director of Facilities Management, or designee, to take any and all actions necessary to document and complete this transaction; and
5. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) working days of Board approval.

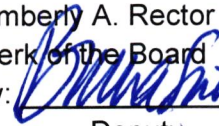
ACTION:Consent


Rose Salgado, Director of Facilities Management 8/3/2023

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, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: August 29, 2023
xc: FM, Recorder

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: None			Budget Adjustment:	No
			For Fiscal Year:	23/24

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Public Financing Authority, a California public agency (the "Authority"), is the owner of certain real property in the City of Riverside, as more particularly described by Assessor's Parcel Numbers 215-310-011 ("Property"). The Property was acquired by the Authority from the County of Riverside ("County") pursuant to a Site Purchase, Assignment of Lease and Agency Agreement ("Assignment Agreement") dated November 1, 1997. In addition to transferring title to the Property, this Assignment Agreement transferred responsibility of a Building Lease (the "Lease") dated October 17, 1997, between the County and the State of California, Department of General Services ("State"), for the operation of the State's Fourth District Court of Appeals located on the Property. The Lease contained an option to purchase, which the State is now exercising.

In October 2022, the Authority issued its final payment pertaining to the finance obligations for the Property. The Authority now seeks to effectuate the transfer of ownership to the State for the Fourth District Court of Appeals as outlined in the Property Acquisition Agreement.

Pursuant to Government Code Section 25365, the Authority may transfer interests in real property or interest therein, belonging to the Authority to another public agency, upon the terms and conditions as agreed upon and without complying with any other provisions of the Government Code if the property or interest therein to be conveyed is not required for Authority use. Finding that the fee simple interest in the Property is no longer necessary for use by the Authority, the Authority intends to transfer its fee simple interest in the Property, as described in Exhibit A attached to Resolution No. PFA 2023-002, by Grant Deed to the State of California.

On June 13, 2023, the Property was declared exempt surplus land and notice of the intent to convey the Property to the State was given.

This conveyance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 – Existing Facilities Exemption; and Section 15061(b)(3), "Common Sense" Exemption. The project, as proposed, is limited to the conveyance of property. The property is currently developed with existing facilities and the conveyance of the Property will not require physical modifications to the existing building footprint which would increase or expand the use of the site, and is limited to the continued use

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

of the facility in a similar capacity under a different owner; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines. With certainty, there is no possibility that the project may have a significant effect on the environment. The conveyance of Property is an administrative function and would not result in direct effects. Indirect effects of the transfer would provide the State of California Fourth District Court of Appeals ownership of the property. The conveyance of the Property would not result in any direct or indirect physical environmental impacts. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Resolution No. PFA 2023-002 has been approved as to form by County Counsel.

Impact on Citizens and Businesses

The transfer of the Fourth District Court of Appeals will enable the State to provide necessary court services to residents and businesses of Riverside County. This Courthouse has a positive impact for both residents and businesses in this region.

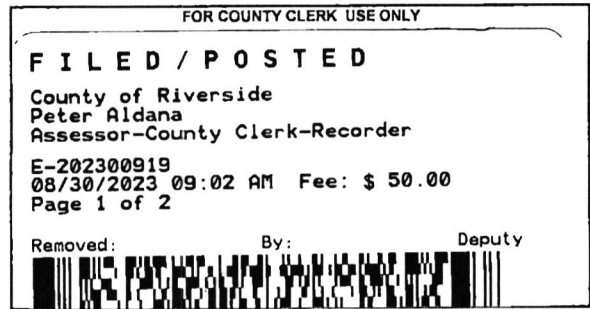
ATTACHMENTS:

- Property Acquisition Agreement
- Grant Deed
- Aerial Map
- Resolution No. PFA 2023-002
- Notice of Exemption

SC:sc/06062023/XXXXX/30.XXX



Aaron Gettis, Deputy County Counsel 8/15/2023



NOTICE OF EXEMPTION

June 7, 2023

Project Name: Authorization to Convey Fee Simple Interest in Real Property by Grant Deed to the State of California Assessor's Parcel Number (APN) 215-310-011, Riverside

Project Number: FM0411100039

Project Location: Northwest corner of Lime Street and 12th Street, west of State Route 91, Riverside, California 92501, APN 215-310-011

Description of Project: The Riverside County Public Financing Authority (Authority) is the owner of certain real property in the City of Riverside, as more particularly described by APN 215-310-011 (Property). The Property was acquired by the Authority from the County of Riverside (County) pursuant to a Site Purchase, Assignment of Lease and Agency Agreement (Assignment Agreement) dated November 1, 1997. In addition to transferring title to the Property, this Assignment Agreement transferred responsibility of a Building Lease (Lease) dated October 17, 1997, between the County and the State of California, Department of General Services (State), for the operation of the State's Fourth District Court of Appeals located on the Property. The Lease contained an option to purchase, which the State is now exercising.

In October 2022, the Authority issued its final payment pertaining to the finance obligations for the Property. The Authority now seeks to effectuate the transfer of ownership to the State for the Fourth District Court of Appeals as outlined in the Property Acquisition Agreement.

Pursuant to Government Code Section 25365, the Authority may transfer interests in real property or interest therein, belonging to the Authority to another public agency, upon the terms and conditions as agreed upon and without complying with any other provisions of the Government Code if the property or interest therein to be conveyed is not required for Authority use. Finding that the fee simple interest in the Property is no longer necessary for use by the Authority, the Authority intends to transfer its fee simple interest in the Property, as described in Exhibit A attached to Resolution No. 2023-002, by Grant Deed to the State of California. The conveyance of the Property is identified as the proposed project under the California Environmental Quality Act (CEQA). No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

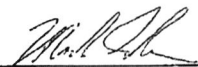
Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

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

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 conveyance of the Property and continued use of the existing facilities by the Fourth District Court of Appeals.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to the conveyance of property. The property is currently developed with existing facilities and the conveyance of the Property will not require physical modifications to the existing building footprint which would increase or expand the use of the site, and is limited to the continued use of the facility in a similar capacity under a different owner; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The conveyance of Property is an administrative function and would not result in direct effects. Indirect effects of the transfer would provide the State of California Fourth District Court of Appeals ownership of the property. The conveyance of the Property would not result in any direct or indirect physical environmental impacts. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Therefore, the County of Riverside hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 6-7-2023
Mike Sullivan, Senior Environmental Planner
County of Riverside

1 Board of Supervisors
2 Ex Officio Board of Directors

County of Riverside
Public Financing Authority

3 **RESOLUTION NO. PFA 2023-002**

4 **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE COUNTY PUBLIC**
5 **FINANCING AUTHORITY AUTHORIZING THE CONVEYANCE OF FEE SIMPLE**
6 **INTEREST IN REAL PROPERTY LOCATED IN THE CITY OF RIVERSIDE,**
7 **COUNTY OF RIVERSIDE, CALIFORNIA, IDENTIFIED BY ASSESSOR’S PARCEL NUMBER**
8 **215-310-011, BY GRANT DEED TO THE STATE OF CALIFORNIA**

9 **WHEREAS**, the Riverside County Public Financing Authority, a California public agency (the
10 “Authority”), is the owner of certain real property in the City of Riverside, County of Riverside, State of
11 California, of Assessor’s Parcel Number 215-310-011 (the “Property”);

12 **WHEREAS**, the Property consists of 1.25 acres of land and includes improvements of a 3,520
13 square foot former public library building, which is currently occupied by the State of California (the
14 “State”) for use as a courthouse building;

15 **WHEREAS**, the Authority is currently leasing the Property to the State through the Department
16 of General Services of the State of California (“DGS” or “Department”) pursuant to a lease with an option
17 to purchase identified as lease number 6286-001 dated October 17, 1997, and amended on November 1,
18 1997 (collectively, “Lease”), and pursuant to the Lease, STATE is exercising its option to purchase the
19 Property pursuant to the Lease;

20 **WHEREAS**, in accordance with California Government Code section 15853 and pursuant to the
21 2022 Budget Act, Item 0250-001-0001, and 2022 Budget Act, Control Section 6.0, STATE is authorized
22 to acquire the Property;

23 **WHEREAS**, Acquisition of the Property was authorized by the State through its Public Works
24 Board on November 18, 2022;

25 **WHEREAS**, on June 13, 2023, the Authority deemed the Property no longer required for County
26 uses or purposes and the Property was declared exempt surplus land under the Surplus Land Act (SLA)
27
28

FORM APPROVED COUNTY COUNSEL
BY:  8/15/23
DATE

1 pursuant to California Government code Section 54221 et seq. because the Property is being transferred to
2 another local, state, or federal agency for the agency's use;

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

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

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

16 2. Authorizes the conveyance to State of California the following described real property: real
17 property in the City of Riverside, County of Riverside, State of California, of Assessor's Parcel Numbers
18 215-310-011, as more particularly described in Exhibit "A" and depicted in Exhibit "B", attached hereto
19 and thereby made a part hereof.

20 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that this Board hereby
21 approves the transfer of the Property between the County of Riverside and the State of California and
22 authorizes the Chairman of the Board to execute the Property Acquisition Agreement and Grant Deed on
23 behalf of the County.

24 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Director of
25 Facilities Management or designee, is authorized to execute any other documents and administer all
26 actions necessary to complete the conveyance of real property.
27
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1 EXHIBIT A

2 Legal Description of Property

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

4 THAT PORTION OF BLOCK 11, RANGE 3 OF THE TOWN OF RIVERSIDE AS
5 SHOWN BY MAP ON FILE IN BOOK 7, PAGE 17, OF MAPS, RECORDS OF SAN
6 BERNARDINO COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF
7 MULBERRY STREET AS VACATED BY INSTRUMENT NUMBER 128576,
8 RECORDED NOVEMBER 12, 1965, RECORDS OF RIVERSIDE COUNTY,
9 CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

10 COMMENCING AT THE WESTERLY CORNER OF SAID BLOCK 11, RANGE 3,
11 SAID CORNER BEING AT THE INTERSECTION OF THE SOUTHEASTERLY
12 RIGHT OF WAY OF LIME STREET (66.00 FEET WIDE) AND THE
13 NORTHEASTERLY RIGHT OF WAY OF 12TH STREET (66.00 FEET WIDE);

14 THENCE S.60°15'19"E., ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE
15 OF 12TH STREET, A DISTANCE OF 12.75 FEET TO A POINT ON A NON-
16 TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 28.50 FEET
17 AND RADIAL BEARING OF S.77°56'00"W., SAID POINT ALSO BEING ON THE
18 SOUTHEASTERLY LINE OF THAT CERTAIN EASEMENT CONVEYED TO THE
19 CITY OF RIVERSIDE BY INSTRUMENT NUMBER 42966, RECORDED APRIL
20 26, 1971, SAID POINT ALSO BEING TRUE POINT OF BEGINNING;

21 THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID
22 SOUTHEASTERLY LINE OF INSTRUMENT NUMBER 42966, THROUGH A
23 CENTRAL ANGLE OF 41°47'28", A DISTANCE OF 20.79 FEET;

24 THENCE N.29°43'37"E., ALONG THE SOUTHEASTERLY LINE OF SAID
25 INSTRUMENT NUMBER 42966, A DISTANCE OF 111.19 FEET;

26 THENCE N.31°26'43"E., ALONG SAID SOUTHEASTERLY LINE OF
27 INSTRUMENT NUMBER 42966, A DISTANCE OF 29.82 FEET;

28 THENCE S.60°34'05"E., A DISTANCE OF 123.62 FEET;

THENCE N.31°03'04"E., A DISTANCE OF 12.36 FEET;

THENCE S.60°14'36"E., A DISTANCE OF 194.01 FEET TO A POINT ON THE
WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE
CITY OF RIVERSIDE BY INSTRUMENT NUMBER 571181 RECORDED JUNE
28, 1960, RECORDS OF SAID RIVERSIDE COUNTY;

THENCE S.14°17'36"E., ALONG SAID WESTERLY LINE OF INSTRUMENT
NUMBER 57118, A DISTANCE OF 25.48 FEET;

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THENCE CONTINUING ALONG SAID WESTERLY LINE OF INSTRUMENT
NUMBER 57118, S.14°38'12"W., A DISTANCE OF 153.73 FEET TO A POINT ON
SAID ORTHEASTERLY RIGHT OF WAY OF 12TH STREET;
THENCE N.60°15'19"W., ALONG SAID NORTHWESTERLY RIGHT OF WAY
LINE, DISTANCE OF 358.36 TO THE TRUE POINT OF BEGINNING.

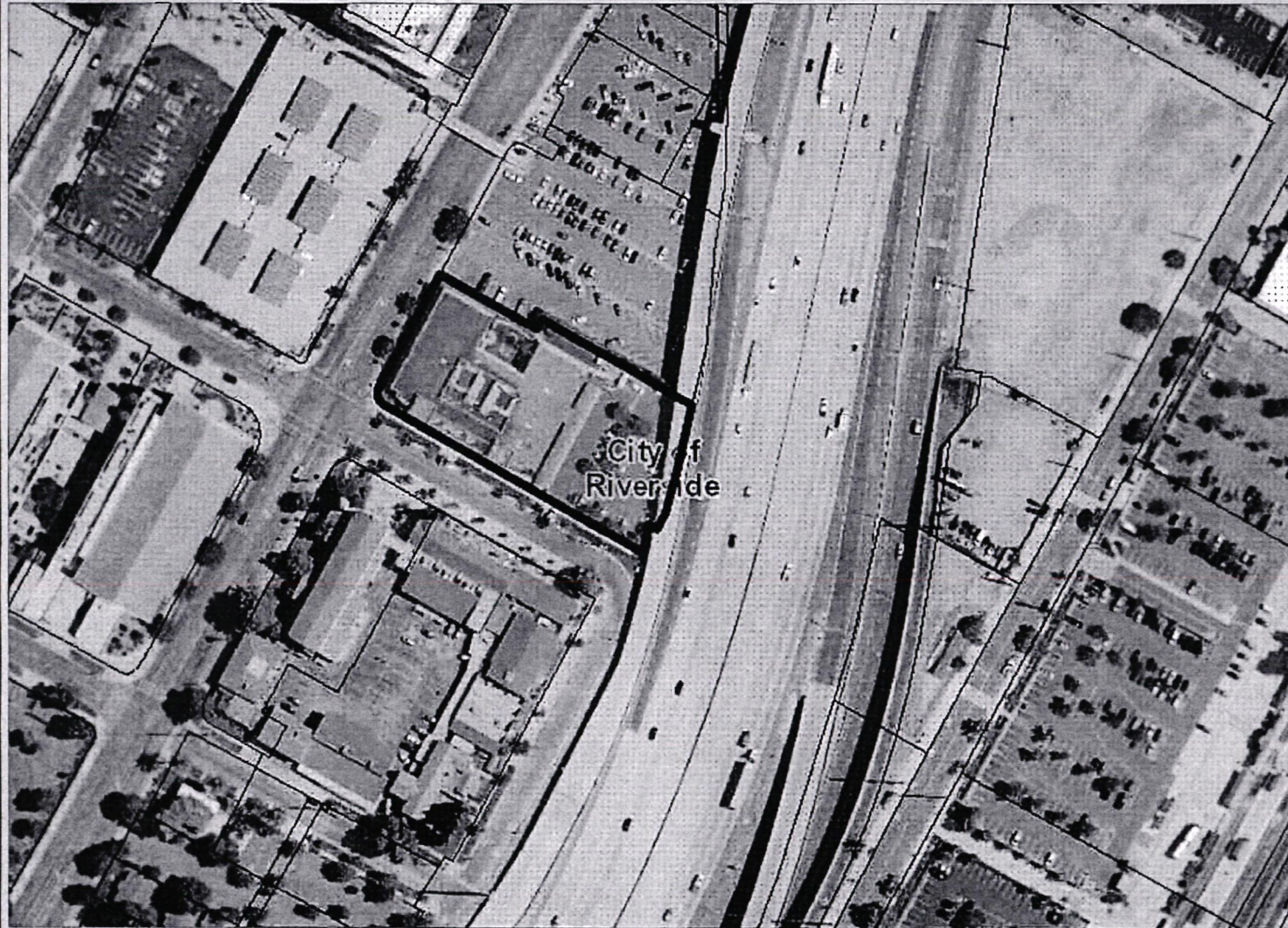
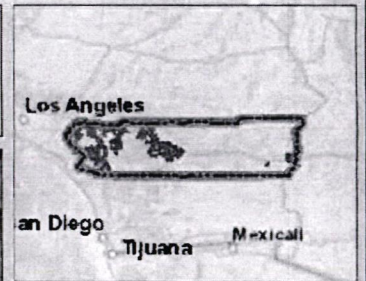
CONTAINING: 57,576 SQUARE FEET OR 1.32 ACRES, MORE OR LESS

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EXHIBIT B
Map Depiction of Property
(attached after this page)

State of California 4th District Court of Appeals

3389 12th Street, Riverside



Legend

- Parcels
- Blueline Streams
- ▨ City Areas

Notes

District 1
APN 215-310-011



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.

0 207 415 Feet

REPORT PRINTED ON... 4/14/2023 8:30:06 AM

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Agency: Judicial Council of California
Project Name: 4th District Court of Appeal,
Division 2
Project File No: 22-0312

Assessor's Parcel No: 215-310-011
County: Riverside

PROPERTY ACQUISITION AGREEMENT

This Property Acquisition Agreement ("**Agreement**"), dated for reference purposes only as August 29, 2023 ("**Reference Date**"), is made by and between the Riverside County Public Financing Authority, a California public agency ("**GRANTOR**"), and the STATE OF CALIFORNIA, acting by and through the STATE PUBLIC WORKS BOARD ("**SPWB**"), with the consent of the Judicial Council of California ("**JUDICIAL COUNCIL**"), collectively "**STATE**". GRANTOR and STATE are collectively referred to herein as the "**PARTIES**". Capitalized terms used in this Agreement shall have the meanings ascribed to them by the section in which such term is first defined.

RECITALS

- A. GRANTOR is the owner of approximately 1.32 acres of land located in Riverside County, State of California, Assessor's Parcel No.: 215-310-011, and is more particularly described and depicted in Exhibits A and B attached hereto and made a part hereof ("**Property**").
- B. GRANTOR is currently leasing the Property to STATE through the Department of General Services of the State of California ("**DGS**" or "**Department**") on behalf of JUDICIAL COUNCIL pursuant to a lease with an option to purchase identified as lease number 6286-001 dated October 17, 1997, and Addendum dated November 1, 1997 (collectively, "**Lease**"). STATE is exercising its option to purchase the Property pursuant to the Lease.
- C. In accordance with Government Code section 15853 and pursuant to the 2022 Budget Act, Item 0250-001-0001, and 2022 Budget Act, Control Section 6.0, STATE is authorized to acquire the Property.
- D. Acquisition of the Property was authorized by the SPWB on November 18, 2022.
- E. STATE desires to purchase the Property from GRANTOR and GRANTOR desires to sell the Property to STATE. The purpose of this Agreement is to set forth the terms and conditions of the purchase and sale of the Property.

NOW THEREFORE, in consideration of the above recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and covenants contained in this Agreement, the PARTIES agree as follows:

AGREEMENT

1. Purchase and Sale. GRANTOR agrees to sell and convey to STATE, and STATE agrees to purchase from GRANTOR, the Property on the terms and subject to the conditions set forth in this Agreement.
2. Purchase Price. The purchase price ("**Purchase Price**") for the Property shall be the amount of ONE DOLLAR AND NO/100THS DOLLARS (\$1.00).
3. SOLD IN "AS-IS" CONDITION. STATE acknowledges that the Property is being transferred in its "as-is" condition, as of the date of this Agreement, without warranties, except for those provided by the Grant Deed, and that Grantor is not responsible for making corrections or repairs of any nature to the Property. State further acknowledges that Grantor has made no representations or warranties regarding the Property, except for those provided in the Lease.
4. Escrow.
 - a. Opening of Escrow. STATE has opened escrow account number 1664260 ("**Escrow**") with Stewart Title of California, Inc. ("**Escrow Holder**"), located at 525 N. Brand Blvd, Glendale, California 91203. STATE and GRANTOR agree to execute and deliver to Escrow Holder, in a timely manner, all escrow instructions necessary to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend, or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.
 - b. Close of Escrow. For the purpose of this Agreement, the "**Close of Escrow**" shall be on or before sixty (60) calendar days after the PARTIES' execution of this Agreement unless such time is extended by mutual written agreement by GRANTOR and STATE.
5. Conditions of Title. The Property shall be conveyed to STATE by GRANTOR free and clear of liens and encumbrances by a grant deed, in the form as set forth in **Exhibit C** attached hereto and made a part hereof, including the STATE's certificate of acceptance ("**Grant Deed**"), subject only to (i) statutory liens for non-delinquent real estate taxes and assessments, (ii) exceptions 2-10 and 12-17 listed on that certain Preliminary Title Report No. 1664260, dated April 22, 2022, issued by Escrow Holder with respect to the Property ("**Preliminary Report**"), and (iii) such other title matters affecting the Property created by or with the written consent of STATE (collectively, "**Approved Conditions of Title**").
6. Title Policy. Title to the Property shall be evidenced by Escrow Holder's title insurer ("**Title Company**") issuing its standard California Land Title Association ("**CLTA**") Owner's Policy of Title Insurance to STATE in an amount equal to the Purchase Price, showing title to the Property vested in the State of California, subject only to the Approved Conditions of Title ("**Title Policy**"). JUDICIAL COUNCIL shall pay the expense of issuing the Title Policy. If STATE elects to have Escrow Holder issue its American Land Title Association ("**ALTA**") Extended Coverage Owner's Policy of Title Insurance, JUDICIAL COUNCIL shall pay for the expense of such ALTA premium

increment and any survey costs associated with such ALTA policy. In addition, JUDICIAL COUNCIL shall pay for any endorsements to the Title Policy.

7. Conditions to Close of Escrow.

a. Conditions to GRANTOR'S Obligations. The Close of Escrow and GRANTOR'S obligation to consummate the transactions contemplated in this Agreement are subject to the satisfaction of the following conditions (or GRANTOR'S waiver in writing thereof) for GRANTOR'S benefit on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in absence of a specified date:

- (1) STATE'S Obligations. STATE shall have timely performed all the obligations required to be performed by STATE under this Agreement.
- (2) STATE'S Representations. All representations and warranties made by STATE to GRANTOR in this Agreement shall be true and correct on the Reference Date hereof and shall be true and correct in all material respects as of the Close of Escrow.
- (3) Purchase Price. JUDICIAL COUNCIL shall have timely delivered the Purchase Price and other sums owing under this Agreement in good funds to Escrow Holder and fully, faithfully, and timely performed all its other obligations under this Agreement.

b. Conditions to STATE'S Obligations. The Close of Escrow and STATE'S obligation to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions (or STATE'S waiver in writing thereof) for STATE'S benefit on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in the absence of a specified date:

- (1) Title. Immediately upon Close of Escrow, the Property shall be conveyed by the Deeds to the State of California, free and clear of liens and encumbrances, subject only to Approved Conditions of Title.
- (2) Inspections and Studies/Costs. STATE shall have the right to access the Property to conduct any and all non-destructive and non-invasive inspections, investigations, tests, and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies and soils, seismic and geologic reports and environmental testing) with respect to the Property as STATE may elect to make or maintain. The cost of any such inspections, tests, and/or studies shall be borne by STATE.
- (3) Right of Entry; Indemnification. Until the Close of Escrow, STATE and STATE'S employees, agents, contractors, subcontractors, and consultants (collectively, "**STATE'S Representatives**") shall have the right to enter upon the Property, at reasonable times during ordinary business hours upon notice to GRANTOR at least one (1) business day

prior to entry, to perform such non-destructive and non-invasive inspections, investigations, tests, and studies. STATE, in performing its inspections, investigations, tests, and studies hereunder shall not unreasonably interfere with the operation of the Property and agrees to coordinate its activities on the Property with GRANTOR in advance to avoid any such interference. Following any such tests or inspections, STATE agrees to promptly return any portions of the Property damaged or altered by STATE during such tests or inspections to substantially the same condition which existed prior to such test or inspection. In the event STATE desires to conduct invasive testing at the Property, STATE and GRANTOR shall enter into STATE'S invasive testing entry license to facilitate such testing. As expressly authorized by California Government Code section 14662.5, STATE covenants and agrees that it will indemnify and hold harmless GRANTOR from and against any damages proximately caused by STATE in accordance with its entry onto or activities upon the Property by STATE or STATE'S Representatives or liens arising from STATE'S due diligence review of the Property; provided, however, that STATE shall not be responsible for indemnifying GRANTOR with respect to (A) any pre-existing conditions which STATE merely discovers through STATE'S investigation of the Property (including, but not limited to, any environmental contamination or matters), and (B) any claims, damages, or liability resulting from an act or omission of GRANTOR or GRANTOR'S agents, contractors, subcontractors, employees, or consultants.

- (4) Title Insurance. As of the Close of Escrow, Title Company shall have committed to issue the Title Policy to STATE.
- (5) GRANTOR'S Representations. All representations and warranties made by GRANTOR to STATE in this Agreement shall be true and correct on the Reference Date hereof and shall be true and correct in all material respects as of the Close of Escrow.
- (6) GRANTOR'S Obligations. As of the Close of Escrow, GRANTOR shall have performed all the obligations required to be performed by GRANTOR under this Agreement.
- (7) Disclosure Documents and Materials. To assist STATE in STATE'S due diligence, GRANTOR has delivered to STATE, at a minimum, all the disclosure documents and materials described on **Exhibit D** attached hereto and made a part hereof ("**Disclosure Documents and Materials**").
- (8) Bankruptcy. There shall not have been filed by or against GRANTOR at any time prior to the Close of Escrow any bankruptcy, reorganization, or arrangement petition.
- (9) SPWB Authorization. As required by Government Code section 15853 et seq., SPWB shall have authorized this Agreement at a duly noticed public meeting.

- (10) Approval by DGS. As required by Government Code section 11005 et seq., the Director of DGS shall have approved this Agreement.
- c. Failure of Condition to Close of Escrow. If any of the conditions set forth in Section 6(a) or Section 6(b) are not timely satisfied or waived by the appropriate benefited party for a reason other than the default of STATE or GRANTOR, this Agreement shall terminate, and all monies delivered to Escrow Holder by STATE, if any, shall be returned to STATE and, except as otherwise provided herein, the PARTIES shall have no further obligations hereunder.
8. Costs and Expenses. JUDICIAL COUNCIL shall pay all escrow fees, recording fees, if any, title insurance charges, prepayment penalties not to exceed one percent (1%) of the unpaid balance, reconveyance fees, and trustees' or forwarding fees for any reconveyance of deed of trust or release, or mortgage incurred in this transaction.
9. Taxes/Assessments/Other Liens. All non-delinquent real estate taxes and non-delinquent assessments on the Property shall be prorated as of 12:01 a.m. on the day of the Close of Escrow based on the actual current tax bill. All delinquent taxes and all delinquent assessments, interest, and penalties, if any, on the Property shall be paid at the Close of Escrow from funds accruing to GRANTOR. All supplemental taxes billed after the Close of Escrow for periods prior to the Close of Escrow shall be paid promptly by GRANTOR to STATE in immediately available funds. Escrow Holder may expend any or all monies payable under this Agreement to discharge any obligations which are liens upon the Property including, but not limited to, those arising from judgments, assessments, taxes, or debts secured by deeds of trust or mortgages and/or to defray any other incidental costs other than those specified in Paragraph 7 hereof to be borne by JUDICIAL COUNCIL. Property taxes for the fiscal year in which this escrow closes, if unpaid, shall be paid by GRANTOR in escrow to and including the date of close of escrow. The payment shall be based on the most recent information applicable to the fiscal year and obtainable through the taxing agencies. STATE shall not be responsible for any tax refund.
10. GRANTOR'S Representations and Warranties. In addition to any express agreements of GRANTOR contained herein, the following constitute representations and warranties of GRANTOR to STATE:
- a. Representations Regarding GRANTOR'S Authority.
- (1) GRANTOR has full right, power, and legal authority to enter into this Agreement to sell, transfer, and convey the Property to STATE under this Agreement, and to carry out GRANTOR'S obligations under this Agreement. Upon the Close of Escrow, STATE will have good, marketable, and insurable title to the Property.
- (2) The individuals executing this Agreement and the instruments referenced herein on behalf of GRANTOR have the legal power, right, and actual authority to bind GRANTOR to the terms hereof and thereof.
- (3) This Agreement is, and all other instruments, documents, and agreements required to be executed and delivered by GRANTOR in connection with this Agreement are and shall be duly authorized,

executed, and delivered by GRANTOR and shall be valid, legally binding obligations of, and enforceable against, GRANTOR in accordance with their terms, subject only to enforcement that may be limited by applicable bankruptcy, insolvency, or similar laws, and do not, and as of the Close of Escrow will not, violate any provisions of any agreement, law, rule, regulation, or judicial order to which GRANTOR or the Property is subject.

- (4) All requisite action (corporate, trust, partnership, or otherwise) has been taken by GRANTOR in connection with the entering into this Agreement, the instruments referenced herein, and the consummation of the transactions contemplated hereby. No consent of any partner, shareholder, creditor, investor, judicial or administrative body, authority, or other party is required.
- (5) Neither the execution and delivery of this Agreement and documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents referenced herein conflict with or result in the material breach of any terms, conditions, or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which GRANTOR is a party or affecting the Property.

b. Warranties and Representations Pertaining to Real Estate and Legal Matters. To the best of GRANTOR'S knowledge as to the matters set forth in Subparagraphs (1) through (8) below:

- (1) The Disclosure Documents and Materials delivered to STATE are true and complete copies of the originals.
- (2) Except as disclosed in the Disclosure Documents and Materials (including the Preliminary Report), there are no other contracts, leases other than the Lease, agreements, or other documentation or correspondence relating to the use, operation, maintenance, or condition of the Property.
- (3) Except as disclosed in the Disclosure Documents and Materials, there is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the Property or pending against GRANTOR which could affect GRANTOR'S title to the Property, affect the value of the Property, or subject an owner of the Property to liability.
- (4) Except as disclosed in the Disclosure Documents and Materials or as reflected in the Preliminary Report, the Property is not, as of the date of the Close of Escrow, in violation of any federal, state, or local law, ordinance or regulation relating to Hazardous Materials (as defined herein), industrial hygiene, or the environmental conditions on, under or about the Property including, but not limited to, soil and ground water condition. For the purpose of this Agreement, "**Hazardous Materials**" shall include, without limitation, substances defined as "hazardous

substances”, “hazardous materials”, “hazardous wastes”, “toxic substances”, “extremely hazardous waste”, “restricted hazardous waste”, or stated to be known to cause cancer or reproductive toxicity under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Section 1317 et seq.; Sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316, or 25501 of the California Health & Safety Code; and any substances regulated pursuant to any Environmental Law(s). The term “**Environmental Law(s)**” means each and every applicable federal, state, and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal, state, and local governmental agency, or other governmental authority pertaining to the protection of human health and safety or the environment.

- (5) There are no attachments, execution proceedings, or assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings pending against GRANTOR.
- (6) GRANTOR has not entered into any other contracts for the sale of the Property, nor does there exist any rights of first refusal, reversions, or options to purchase the Property or any portion of the Property except in the Lease. GRANTOR is not party to nor subject or bound by any agreement, contract, or lease of any kind relating to the Property which would impose an obligation on STATE or otherwise affect marketability of title to the Property, except for as disclosed in the Disclosure Documents and Materials and the Preliminary Report and the Lease.
- (7) Except as disclosed in the Disclosure Documents and Materials and the Preliminary Report, there shall be no unrecorded leases, licenses, or other agreements, other than the Lease, which would grant any person or entity the right to use or occupy any portion of the Property, including any improvements thereon, and no improvements on the Property that encroach upon the Property of a third party.
- (8) There are no and have been no:
 - (i) actual or pending public improvements which will result in the creation of any liens upon the Property, including public assessments or mechanics liens and GRANTOR agrees to indemnify, defend, and hold STATE free and harmless from and against any claims, liabilities, losses, costs, damages, expenses, and attorneys’ fees arising from any liens, encumbrances, or assessments that have been, or may be, imposed upon the Property as a consequence of actual or impending public improvements occurring during the time GRANTOR owned the Property and in effect as of the Close of Escrow, including any such obligations to pay a fee or assessment for infrastructure to

the extent GRANTOR was aware of such and such liability survives or continues after the Close of Escrow, and STATE agrees to cooperate with GRANTOR, at GRANTOR'S costs and to the extent permitted by law, with respect to GRANTOR'S efforts to remove any such liens, fees, assessments, or encumbrances.

- (ii) uncured notices from any governmental agency notifying GRANTOR of any violations of law, ordinance, rule, or regulation, including Environmental Laws, occurring on the Property.

c. Warranties, Representations, and Covenants Regarding Operation of the Property through Close of Escrow.

- (1) GRANTOR hereby agrees that GRANTOR will not hereafter enter into new leases or any other obligations or agreements affecting the Property without the prior written consent of STATE, which may be withheld in the STATE'S sole and absolute discretion.
- (2) GRANTOR will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way, or similar matters after the Reference Date of this Agreement that will not be eliminated prior to the Close of Escrow.
- (3) GRANTOR shall promptly notify STATE in writing of any event or circumstance that makes any representation or warranty of GRANTOR under this Agreement untrue or misleading, or of any covenant of GRANTOR under this Agreement incapable or less likely of being performed. It is understood that the GRANTOR'S obligation to provide notice to STATE shall in no way relieve GRANTOR of any liability for a breach by GRANTOR of any of its representations, warranties, or covenants under this Agreement.

d. General Representation. No representation, warranty, or statement of GRANTOR in this Agreement or in any document, certificate, or schedule furnished or to be furnished to STATE pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading.

GRANTOR'S representations and warranties made in this Agreement shall be continuing and shall be true and correct as of the date of the Close of Escrow with the same force and effect as if remade by GRANTOR in a separate certificate at that time. The truth and accuracy of GRANTOR'S representations and warranties made herein shall constitute a condition for the benefit of STATE to the Close of Escrow (as elsewhere provided herein) and shall not merge into the Close of Escrow or the recordation of the Deeds.

11. STATE'S Representations and Warranties. In addition to any express agreements of STATE contained herein, the following constitute representations and warranties of STATE to GRANTOR, subject to Section 15(k) of this Agreement:

a. Representations Regarding STATE'S Authority.

- (1) STATE has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.
 - (2) Subject to the approvals of SPWB and DGS, the individuals executing this Agreement and the instruments referenced herein on behalf of STATE have the legal power, right, and actual authority to bind STATE to the terms and conditions hereof and thereof.
 - (3) Subject to the approvals of SPWB and DGS, this Agreement is, and all other instruments, documents, and agreements required to be executed and delivered by STATE in connection with this Agreement are and shall be, duly authorized, executed, and delivered by STATE and shall be valid, legally binding obligations of, and enforceable against STATE in accordance with their terms.
- b. General Representation. No representation, warranty, or statement of STATE in this Agreement or in any document, certificate, or schedule furnished or to be furnished to GRANTOR pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading.

STATE'S representations and warranties made in this Agreement shall be continuing and shall be true and correct as of the date of the Close of Escrow with the same force and effect as if remade by STATE in a separate certificate at that time. The truth and accuracy of STATE'S representations and warranties made herein shall constitute a condition for the benefit of GRANTOR to the Close of Escrow (as elsewhere provided herein) and shall not merge into the Close of Escrow or the recordation of the Grant Deed.

12. Additional Terms of Sale.

- a. Loss, Destruction, and Condemnation. The PARTIES agree that the following provision shall govern the risk of loss, destruction, and condemnation. If, before GRANTOR transfers legal title or possession of the Property, all or a material part of the Property is destroyed without fault of STATE or is taken by eminent domain by any governmental entity, STATE shall be entitled to terminate its obligations under this Agreement by written notice to GRANTOR and GRANTOR shall not have the right to enforce against STATE this Agreement. If STATE does not elect to terminate this Agreement, then STATE shall, as applicable, either: (i) proceed to close as provided herein or (ii) proceed to close as provided herein with an assignment, as applicable, by GRANTOR of all of the GRANTOR's rights, title, and interest in and to all such eminent domain awards and proceeds. GRANTOR will promptly notify STATE in writing of any eminent domain proceedings affecting the Property.
- b. Any Title Evidence, which May Be Desired by STATE, Will Be Procured by STATE. GRANTOR will cooperate with STATE or its authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents

relating to the title of the Property involved, as it may have available. It is understood that GRANTOR will not be obligated to pay for any expense incurred in connection with title matters or survey of the Property.

13. Indemnification. GRANTOR agrees, at its sole cost and expense, to indemnify, protect, defend, and hold harmless STATE and its agencies, departments, boards, offices, commissions, officers, judicial officers, employees, agents, and representatives (collectively "**Indemnitees**"), from and against any and all claims (including, without limitation, personal injury and consequential damages claims), demands, damages, losses, liabilities, obligations, penalties, fines, actions, cause of action, judgments, suits, proceedings, costs, and expenses (including, without limitation, attorneys' fees, court costs, administrative procedural costs, and experts' fees) of any kind or nature whatsoever which may at any time be imposed upon, incurred or suffered by, or asserted or awarded against Indemnitees relating to or arising from (such claims are collectively referred to as "**Liabilities**"): (i) except as disclosed in the Disclosure Documents and Materials, the presence, use, handling, generation, storage, release, or disposal of Hazardous Materials by GRANTOR or GRANTOR'S agents, employees, contractors, lessees, and licensees on, under, or about the Property; (ii) except as disclosed in the Disclosure Documents and Materials, the cost of any required or necessary remediation, repair, cleanup, or detoxification and the preparation of required plans as a result of the presence, use, generation, storage, release, threatened release, or disposal of Hazardous Materials by GRANTOR or GRANTOR'S agents, employees, contractors, lessees, and licensees on the Property prior to transfer of title thereto to STATE, whether or not such remedial action is required or necessary prior to or following transfer of title to the Property to STATE; (iii) except as disclosed in the Disclosure Documents and Materials, the use on or before the Close of Escrow of the Property by any third party including, without limitation, any agent, employee, licensee, lessee, invitee, or contractor of GRANTOR, and (iv) except as disclosed in the Disclosure Documents and Materials, the violation of any federal, state, or local law, ordinance, or regulation occurring or allegedly occurring with respect to the Property prior to the transfer of title to the Property to STATE. Notwithstanding any other provision of this Agreement, GRANTOR'S obligations in this Section 13 to indemnify, protect, defend, and hold harmless the Indemnitees shall not apply to Liabilities relating to or arising from the presence of Hazardous Materials caused to be on, under, or about the Property by Indemnitees.

In addition to the above, the defense, indemnity, and hold harmless obligations of GRANTOR under this Section 13 shall include Liabilities arising from or attributable to: (i) a material matter known to GRANTOR (including constructive notice) that is (1) not disclosed to STATE and (2) not discovered by STATE prior to the Close of Escrow; (ii) any breach by GRANTOR of its express representations or warranties under this Agreement; and (iii) Liabilities arising from or attributable to negligent, willful, or intentional acts, errors, or omissions of GRANTOR or GRANTOR'S agents, employees, licensees, lessees, invitees, and contractors.

This indemnity by GRANTOR herein contained shall survive the transfer of title to STATE in perpetuity.

14. Notices. All notices, statutory notices, demands, statements, or communications given or required to be given by either party to the other hereunder shall be in writing, and shall be: (i) sent by United States certified or registered mail, postage

prepaid, return receipt requested, (ii) sent by recognized overnight delivery service (such as, but not limited to, Federal Express, DHL, or UPS) with tracking capability, (iii) delivered personally, in each case addressed as set forth below, or to such other place as either party may from time to time designate in a written notice to the other party. Any notice will be deemed given: (a) three (3) business days following the date of deposit with the United States Mail, (b) on the first business day following the date of deposit with a recognized overnight delivery service (delivery charges prepaid or billed to sender) for next business day delivery, or (c) on the date personal delivery is made, if given by personal delivery.

If to GRANTOR: County of Riverside
Facilities Mangement - Real Estate Division
3450 14th Street, Suite 200
Riverside, CA 92501
ATTN: Deputy Director

If to STATE: State Public Works Board
915 L Street, 9th Floor
Sacramento, CA 95814
ATTN: Koreen H. van Ravenhorst, Deputy Director

State of California
Judicial Council of California
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
ATTN: Manager, Real Estate

With a copy to: State of California
Department of General Services
707 Third Street, 5th Floor, (MS 505)
West Sacramento, CA 95605
ATTN: RESD/RPSS – Acquisitions Unit

15. Miscellaneous.

- a. Calculation of Time. Under this Agreement, when the day upon which performance would otherwise be required or permitted is a Saturday, Sunday, or holiday, then the time for performance shall be extended to the next day which is not a Saturday, Sunday, or holiday. The term "holiday" shall mean all, and only, those State holidays specified in Sections 6700 and 7701 of the California Government Code.
- b. Time of Essence. Time is of the essence of this Agreement and each and every provision hereof.
- c. Relationship of PARTIES. Nothing contained in this Agreement shall be deemed or construed by the PARTIES to create the relationship of principal and agent, a partnership, joint venture, or any other association between STATE and GRANTOR.
- d. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such

term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- e. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any provision of this Agreement.
- f. Entire Agreement. This Agreement shall constitute the entire understanding and agreement of the PARTIES hereto regarding the purchase and sale of the Property and all prior agreements, understandings, representations, and negotiations are hereby superseded, terminated, and canceled in their entirety, and are of no further force or effect.
- g. Amendments. This Agreement may not be modified or amended except in writing signed by the PARTIES and, if required, authorized and approved by SPWB and DGS, respectively.
- h. Applicable Law. The PARTIES hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The PARTIES hereto expressly agree that this Agreement shall in all respects be governed by the laws of the State of California. Any action at law or in equity brought by either of the PARTIES hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the PARTIES hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.
- i. Severability. Nothing contained herein shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present statute, law, ordinance, or regulation as to which the PARTIES have no legal right to contract, the latter shall prevail, but the affected provisions of this Agreement shall be limited only to the extent necessary to bring them within the requirements of such law.
- j. Legislative Approval. Any obligation of STATE created by or arising from this Agreement shall not impose a debt upon STATE but shall be payable solely out of funds duly authorized and appropriated by the California State Legislature.
- k. Authorization, Approvals, Binding Nature. This Agreement has no force and effect and is not binding on STATE until and unless it is approved by the California Department of General Services [Government Code section 11005] and authorized by the SPWB [Government Code section 15853].
- l. Separate Counterparts. This Agreement may be executed in separate counterparts each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument.

- m. Captions, Number, and Gender. The captions appearing at the commencement of the paragraphs, subparagraphs, and sections hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the article, paragraph, or subparagraph at the head of which it appears the article, paragraph, or subparagraph and not the caption shall control and govern the construction of this Agreement. In this Agreement, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others whenever the context so requires.
- n. Survival. All terms and conditions in this Agreement, which represent continuing obligations and duties of the PARTIES, that have not been satisfied prior to Close of Escrow shall survive Close of Escrow and transfer of title to STATE and shall continue to be binding on the respective obligated party in accordance with their terms. All representations and warranties and statements made by the respective PARTIES contained herein or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the Close of Escrow, shall be deemed to be material, and, together with all conditions, covenants, and indemnities made by the respective PARTIES contained herein or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), shall survive the execution and delivery of this Agreement and the Close of Escrow, or, to the extent the context requires, beyond any termination of this Agreement.
- o. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the grantees, transferees, successors, and permitted assigns of the Parties hereto.
- p. Further Action. Each party hereto shall, before the Close of Escrow, duly execute and deliver such papers, documents, and instruments and perform all acts reasonably necessary or proper to carry out and effectuate the terms of this Agreement.
- q. Facsimile Signatures. Facsimile signatures shall not be accepted unless prior agreement is obtained in writing by both PARTIES. If agreed that facsimile signatures are acceptable, they will be treated as original signatures; however, in no instance shall facsimile signatures be accepted on any document to be recorded. Such documents must bear original signatures.
- r. Exhibits. The following Exhibits are attached to this Agreement and incorporated by reference herein.


Exhibit A.	Legal Description of Property
Exhibit B:	Map Description of Property
Exhibit C	Form of Grant Deed
Exhibit D:	Disclosure Documents and Materials

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the PARTIES have executed this Agreement:


GRANTOR:

Riverside County Public Financing Authority

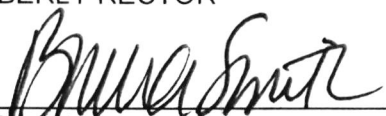
By: 
Kevin Jeffries, Chairman of the Board of Supervisors of the County of Riverside, acting *ex officio* as Chair of the Board of Directors of the Riverside County Public Financing Authority

Date: 8/29/23

APPROVED AS TO FORM:
Minh C. Tran, County Counsel

By: 
RYAN YATSKO
Deputy County Counsel

ATTEST:
CLERK OF THE BOARD
KIMBERLY RECTOR

By: 
Deputy

STATE:

**AUTHORIZED PURSUANT TO GOVERNMENT
CODE SECTION 15853**

STATE OF CALIFORNIA
State Public Works Board

By: _____
Koreen H. van Ravenhorst, Deputy Director

Date: _____

**APPROVED PURSUANT TO GOVERNMENT CODE
SECTION 11005:**

STATE OF CALIFORNIA
Director, Department of General Services

By: _____
Michael P. Butler, Chief
Real Property Services Section

Date:

**CONSENT PURSUANT TO GOVERNMENT CODE
SECTION 15853:**

Judicial Council of California

By: _____
Millicent Tidwell, Acting Administrative Director

Date:

EXHIBIT A
Legal Description of Property

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

THAT PORTION OF BLOCK 11, RANGE 3 OF THE TOWN OF RIVERSIDE AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 17, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF MULBERRY STREET AS VACATED BY INSTRUMENT NUMBER 128576, RECORDED NOVEMBER 12, 1965, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY CORNER OF SAID BLOCK 11, RANGE 3, SAID CORNER BEING AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY OF LIME STREET (66.00 FEET WIDE) AND THE NORTHEASTERLY RIGHT OF WAY OF 12TH STREET (66.00 FEET WIDE);

THENCE S.60°15'19"E., ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF 12TH STREET, A DISTANCE OF 12.75 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 28.50 FEET AND RADIAL BEARING OF S.77°56'00"W., SAID POINT ALSO BEING ON THE SOUTHEASTERLY LINE OF THAT CERTAIN EASEMENT CONVEYED TO THE CITY OF RIVERSIDE BY INSTRUMENT NUMBER 42966, RECORDED APRIL 26, 1971, SAID POINT ALSO BEING TRUE **POINT OF BEGINNING**;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHEASTERLY LINE OF INSTRUMENT NUMBER 42966, THROUGH A CENTRAL ANGLE OF 41°47'28", A DISTANCE OF 20.79 FEET;

THENCE N.29°43'37"E., ALONG THE SOUTHEASTERLY LINE OF SAID INSTRUMENT NUMBER 42966, A DISTANCE OF 111.19 FEET;

THENCE N.31°26'43"E., ALONG SAID SOUTHEASTERLY LINE OF INSTRUMENT NUMBER 42966, A DISTANCE OF 29.82 FEET;

THENCE S.60°34'05"E., A DISTANCE OF 123.62 FEET;

THENCE N.31°03'04"E., A DISTANCE OF 12.36 FEET;

THENCE S.60°14'36"E., A DISTANCE OF 194.01 FEET TO A POINT ON THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF RIVERSIDE BY INSTRUMENT NUMBER 57118, RECORDED JUNE 28, 1960, RECORDS OF SAID RIVERSIDE COUNTY;

THENCE S.14°17'36"E., ALONG SAID WESTERLY LINE OF INSTRUMENT NUMBER 57118, A DISTANCE OF 25.48 FEET;

THENCE CONTINUING ALONG SAID WESTERLY LINE OF INSTRUMENT NUMBER 57118, S.14°38'12"W., A DISTANCE OF 153.73 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT OF WAY OF 12TH STREET;

THENCE N.60°15'19"W., ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 358.36 TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 57,576 SQUARE FEET OR 1.32 ACRES, MORE OR LESS

EXHIBIT B
Map Description of Property

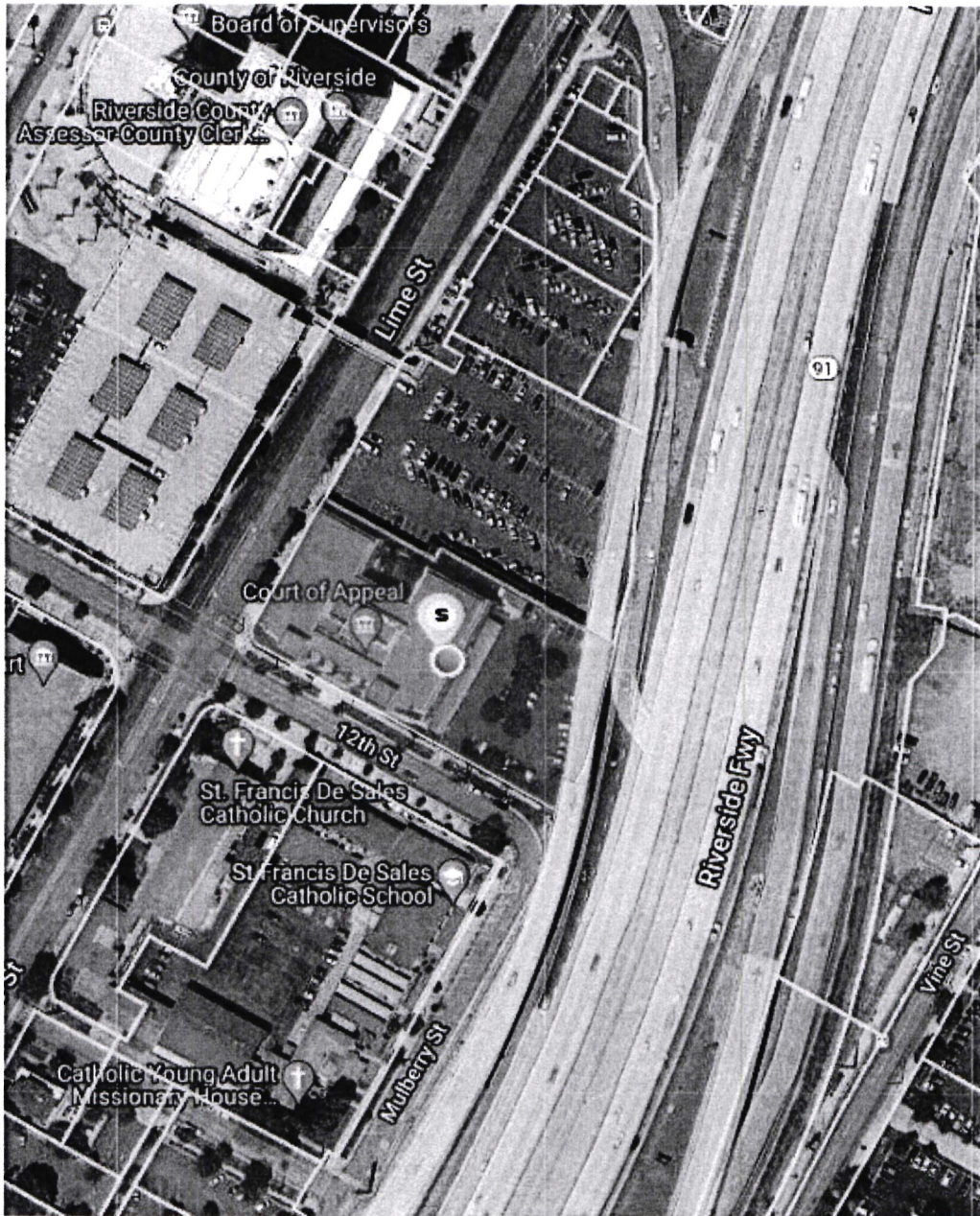


EXHIBIT C
Form of Grant Deed
(Attached Behind This Page)

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Judicial Council of California
Facilities Services
Attn: Manager, Real Estate
2860 Gateway Oaks Drive, Suite 400
Sacramento, California 95833

<small>OFFICIAL STATE BUSINESS – EXEMPT FROM RECORDING FEES PURSUANT TO GOVERNMENT CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.</small>	SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY
GRANT DEED	Agency: Judicial Council of California Project: 4 th District Court of Appeals #64-B1
APN: 215-310-011; County of Riverside	
<p>RIVERSIDE COUNTY PUBLIC FINANCING AUTHORITY, a California public agency, hereby GRANTS to the STATE OF CALIFORNIA the following described real property situated in the State of California, County of Riverside:</p> <p style="text-align: center;">See Exhibits "A" and "B" consisting of three (3) pages attached hereto and by this reference made a part hereof.</p> <p>Dated: _____</p>	
<p>ATTEST: Kimberly Rector Clerk of the Board</p> <p>By: _____ Deputy</p> <p>APPROVED AS TO FORM Minh C. Tran, County Counsel</p> <p>By: _____ Name: Ryan Yabko Title: Deputy County Counsel</p>	<p>GRANTOR:</p> <p>RIVERSIDE COUNTY PUBLIC FINANCING AUTHORITY, a California public agency</p> <p>By: _____ Name: Kevin Jeffries Title: Chairman of the Board of Supervisors of County of Riverside, acting ex officio as Chair of the Board of Directors of the Riverside County Public Financing Authority</p>

EXHIBIT "A" TO GRANT DEED

LEGAL DESCRIPTION OF THE LAND

THAT PORTION OF BLOCK 11, RANGE 3 OF THE TOWN OF RIVERSIDE AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 17, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF MULBERRY STREET AS VACATED BY INSTRUMENT NUMBER 128576, RECORDED NOVEMBER 12, 1965, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY CORNER OF SAID BLOCK 11, RANGE 3, SAID CORNER BEING AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY OF LIME STREET (66.00 FEET WIDE) AND THE NORTHEASTERLY RIGHT OF WAY OF 12TH STREET (66.00 FEET WIDE);

THENCE S.60°15'19"E., ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF 12TH STREET, A DISTANCE OF 12.75 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 28.50 FEET AND RADIAL BEARING OF S.77°56'00"W., SAID POINT ALSO BEING ON THE SOUTHEASTERLY LINE OF THAT CERTAIN EASEMENT CONVEYED TO THE CITY OF RIVERSIDE BY INSTRUMENT NUMBER 42966, RECORDED APRIL 26, 1971, SAID POINT ALSO BEING TRUE POINT OF BEGINNING;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHEASTERLY LINE OF INSTRUMENT NUMBER 42966, THROUGH A CENTRAL ANGLE OF 41°47'28", A DISTANCE OF 20.79 FEET;

THENCE N.29°43'37"E., ALONG THE SOUTHEASTERLY LINE OF SAID INSTRUMENT NUMBER 42966, A DISTANCE OF 111.19 FEET;

THENCE N.31°26'43"E., ALONG SAID SOUTHEASTERLY LINE OF INSTRUMENT NUMBER 42966, A DISTANCE OF 29.82 FEET;

THENCE S.60°34'05"E., A DISTANCE OF 123.62 FEET;

THENCE N.31°03'04"E., A DISTANCE OF 12.36 FEET;

THENCE S.60°14'36"E., A DISTANCE OF 194.01 FEET TO A POINT ON THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF RIVERSIDE BY INSTRUMENT NUMBER 57118, RECORDED JUNE 28, 1960, RECORDS OF SAID RIVERSIDE COUNTY;

THENCE S.14°17'36"E., ALONG SAID WESTERLY LINE OF INSTRUMENT NUMBER 57118, A DISTANCE OF 25.48 FEET;

THENCE CONTINUING ALONG SAID WESTERLY LINE OF INSTRUMENT NUMBER 57118, S.14°38'12"W., A DISTANCE OF 153.73 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT OF WAY OF 12TH STREET;

EXHIBIT "A" TO GRANT DEED
LEGAL DESCRIPTION OF THE LAND

(Continued)

THENCE N.60°15'19"W., ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE
OF 358.36 TO THE TRUE POINT OF BEGINNING.

CONTAINING: 57,576 SQUARE FEET OR 1.32 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "B"

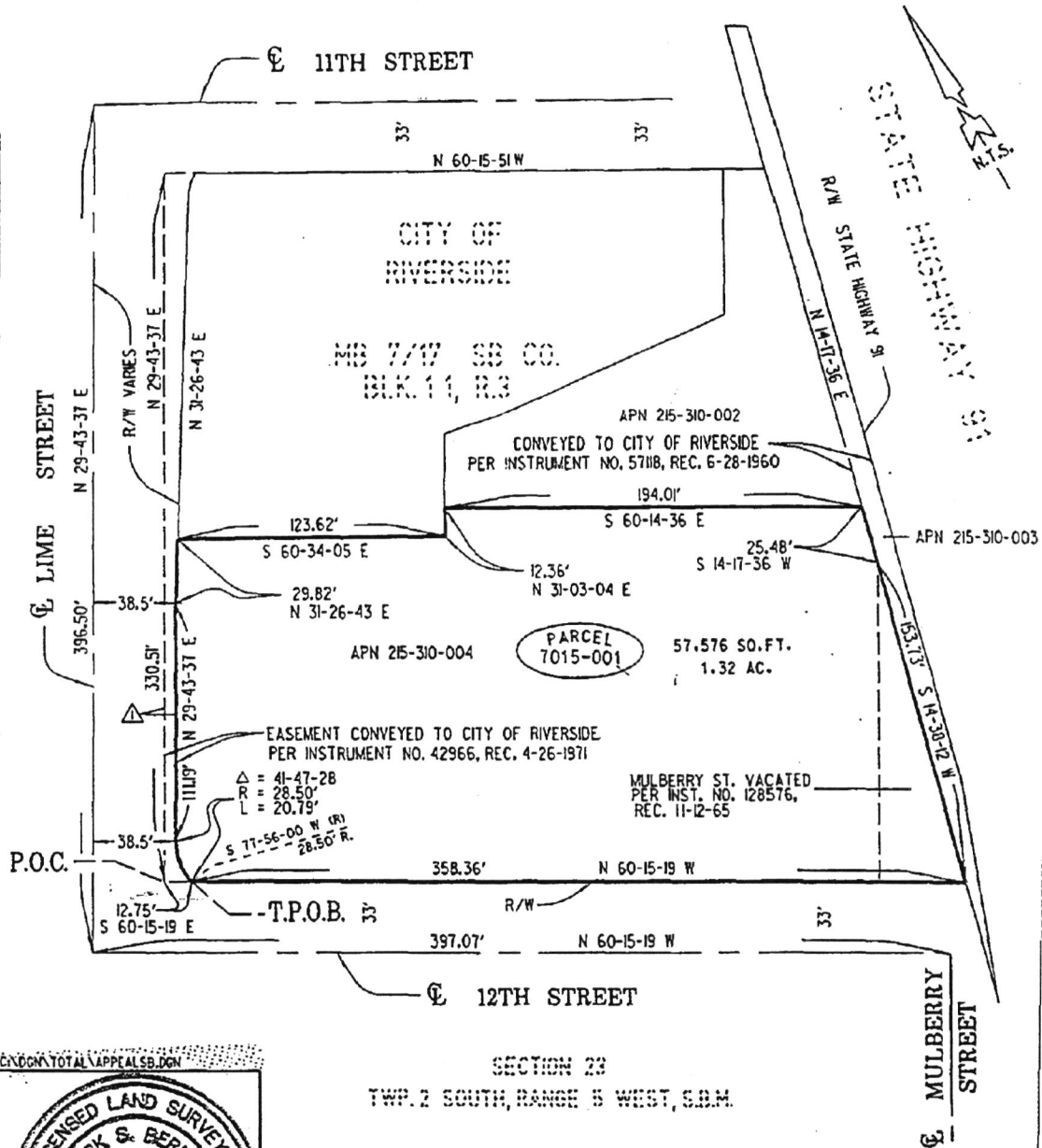
APPROVED BY: Mark S. Bernas

DATE: Feb 3, 1997



EXHIBIT "B" TO GRANT DEED

PLAT TO ACCOMPANY LEGAL DESCRIPTION OF THE LAND



SECTION 28
TWP. 2 SOUTH, RANGE 5 WEST, S.B.M.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 7015-001
PROJECT: STATE APPEALS COURT	PREPARED BY: DDD/KDT
THIS PLAT IS AN AID IN LOCATING THE PARCELS DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
APPROVED BY: <u>Mark S. Bernas</u> DATE: <u>2-3-97</u>	W.O. NO.: A7-7015
	SHEET 1 OF 1 SHEET

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that, pursuant to sections 15853, 27281 and 70301 et seq. of the California Government Code, the interest in real property conveyed by the Grant Deed dated _____, from the RIVERSIDE COUNTY PUBLIC FINANCING AUTHORITY, a California public agency, on behalf of the Judicial Council, is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to the approval action by said Board and duly adopted on _____. The Grantee consents to the recordation thereof by its duly authorized officer.

Accepted
STATE OF CALIFORNIA
STATE PUBLIC WORKS BOARD

By: _____
Koreen H. van Ravenhorst
Deputy Director

Dated: _____

Consent
JUDICIAL COUNCIL OF CALIFORNIA

By: _____
Millicent Tidwell
Acting Administrative Director

Dated: _____

Approved as to form:
JUDICIAL COUNCIL OF CALIFORNIA
LEGAL SERVICES

By: _____
Kristin Kerr
Supervising Attorney, Real Estate Unit

Dated: _____

EXHIBIT D

Disclosure Documents and Materials

EXHIBIT D



Chris Ocampo & Rudy Baiza
Title Officer

Stewart Title of California, Inc.
525 N Brand Blvd.
Glendale, CA 91203
Phone: (818) 956-2881
Fax:
tu34@stewart.com

PRELIMINARY REPORT

Order No.: 1664260
Your File No.: 1460463
Buyer/Borrower Name: TBD TBD
Seller Name: Riverside County Public Financing Authority

Property Address: Vacant Land[215-310-011], Riverside, CA 92501

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Stewart Title Guaranty Company 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 referenced to as an Exception on Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions, and Stipulations 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 Exhibit A attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limits of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A 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 thereto) 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.

Dated as of April 22, 2022 at 7:30AM	
--------------------------------------	--

When replying, please contact: Chris Ocampo & Rudy Baiza, Title Officer

Stewart Title of California, Inc.
525 N Brand Blvd.
Glendale, CA 91203
(818) 956-2881
tu34@stewart.com

IF ANY DECLARATION, GOVERNING DOCUMENT (FOR EXAMPLE, COVENANT, CONDITION OR RESTRICTION) OR DEED IDENTIFIED AND/OR LINKED IN THIS TITLE PRODUCT CONTAINS ANY RESTRICTION BASED ON AGE, RACE COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, VETERAN OR MILITARY STATUS, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (p) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE BY SUBMITTING A "RESTRICTIVE COVENANT MODIFICATION" FORM, TOGETHER WITH A COPY OF THE ATTACHED DOCUMENT WITH THE UNLAWFUL PROVISION REDACTED TO THE COUNTY RECORDER'S OFFICE. THE "RESTRICTIVE COVENANT MODIFICATION" FORM CAN BE OBTAINED FROM THE COUNTY RECORDER'S OFFICE AND MAY BE AVAILABLE ON ITS WEBSITE. THE FORM MAY ALSO BE AVAILABLE FROM THE PARTY THAT PROVIDED YOU WITH THIS DOCUMENT. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

PRELIMINARY REPORT

The form of Policy of Title Insurance contemplated by this report is:

- Standard Coverage Owner's Policy
- Extended Coverage Owner's Policy
- CLTA/ALTA Homeowners Policy
- Standard Coverage Loan Policy
- Extended Coverage Loan Policy
- Short Form Residential Loan Policy
-

SCHEDULE A

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

FEE

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

Riverside County Public Financing Authority, a California public agency

LEGAL DESCRIPTION

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

That portion of Block 11, Range 3 of the Town of Riverside as shown by map on file in Book 7, Page 17 of Maps, records of San Bernardino County, California together with a Portion of Mulberry Street as Vacated by Instrument No. 128576, recorded November 12, 1965, records of Riverside County, California, more particularly described as follows:

Commencing at the Westerly corner of said Block 11, Range 3, said corner being at the intersection of the Southeasterly right of way of Line Street (66.00 feet wide) and the Northeasterly right of way of 12th street (66.00 feet wide);

Thence South 60° 15' 19" East, along said Northeasterly right of way line of 12th street; a distance of 12.75 feet to a point on a non-tangent curve, concave Easterly, having a radius of 28.50 feet and radial bearing of South 77° 56' 00" West, said point also being on the Southeasterly line of that certain Easement conveyed to the City of Riverside by Instrument No. 42966, recorded April 26, 1971, said point also being true point of beginning.

Thence Northerly along the arc of said curve and said Southeasterly line of Instrument No. 42966, through a Central Angle of 41° 47' 28", a distance of 20.79 feet;

Thence North 29° 43' 37" East, along the Southeasterly line of said Instrument No. 42966, a distance of 111.19 feet;

Thence North 31° 26' 43" East, along said Southeasterly line of Instrument No. 42966, a distance of 29.82 feet;

Thence South 60° 34' 05" East, a distance of 123.62 feet;

Thence North 31° 03' 04" East, a distance of 12.36 feet;

Thence South 60° 14' 36" East, a distance of 194.01 feet to a point on the Westerly line of that certain parcel of land conveyed to The City of Riverside by Instrument No. 57118, recorded June 28, 1960, records of Riverside County;

Thence South 14° 17' 36" East, along said Westerly line of Instrument No. 57118, a distance of 25.48 feet;

Thence continuing along said Westerly line of , South 14° 38' 12" West, a distance of 153.73 feet to a point on said Northeasterly right of way of 12th street.

Thence North 60° 15' 19" West, along said Northwesterly right of way line, a distance of 358.36 to the true point of beginning.

Excepting therefrom the following described property:

That portion of Block 11, Range 3 of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, Page 17 of maps, records of San Bernardino County, California, together with a portion of Mulberry Street as vacated by Instrument No. 128576, recorded November 12, 1965, official records of Riverside County, conveyed to Riverside County public authority,

by deed recorded November 18, 1997, as Instrument No. 422307, Official records of Riverside County, more particularly described as follows:

Commencing at the Westerly corner of said Block 11, Range 3, said corner being at the intersection of the Southeasterly right of way of Lime Street (66.00 feet wide) and the Northeasterly right of way of Twelfth Street (66.00 feet wide); thence along said Northeasterly right of way line of Twelfth Street, South 60° 14' 54" East, 340.34 feet to the point of beginning; thence North 12° 38' 20" East 31.53 feet; thence South 62° 26' 12" East, 10.76 feet; thence North 29° 41' 06" East, 19.98 feet; thence North 16° 48' 17" East, 50.17 feet; thence North 13° 58' 30" East, 76.49 feet to a point on the Northeasterly boundary of above said deed, said point being distant North 60° 14' 40" West, 1.61 feet along said boundary from the Northeasterly corner of said deed; thence along said boundary South 60° 14' 40" East, 1.61 feet to said Northeasterly corner; thence along the Easterly boundary of said deed the following two (2) courses, (1) South 14° 16' 39" West, 25.52 feet; thence (2) South 14° 37' 02" West, 153.75 feet to said Northeasterly right of way line of 12th Street; thence along said right of way North 60° 14' 54" West, 17.97 feet to the point of beginning.

The New Deed 2018 same portion exception went to the State Page 149 and a new map was done by deed recorded August 30, 2012 Instrument# 2017-414923 of Official records.

Together with underlying fee interest, if any, appurtenant to the above described property in and to Twelfth Street (33.00 feet Half width) and Mulberry Street lying Easterly of the following described line:

Beginning at a point on the above said Northeasterly right of way line of Twelfth Street, distant thereon South 60° 14' 54" East, 340.34 feet from the above said Westerly corner of Block 11, Range 3; thence South 12° 38' 20" West 28.52 feet; thence South 13° 01' 26" East, 20.88 feet; thence South 17° 09' 59" West, 36.13 feet; thence South 24° 10' 17" West, 26.25 feet to the Westerly right of way of state route 91.

APN: 215-310-011

(End of Legal Description)

MAP

THE MAP(S) CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCEL(S) SET OUT ON THE MAP(S) MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART TITLE OF CALIFORNIA, INC. AND STEWART TITLE GUARANTY COMPANY ASSUME NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAP(S).

SCHEDULE B

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

Taxes:

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes, to be levied for the fiscal year 2022- 2023.
- B. General and special city and/or county taxes, bonds or assessments which may become due on the property, if, and when, title is no longer vested in a government or quasi-governmental agency. Parcel No: 215-310-011.
- C. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California.
- D. Taxes and/or assessments affecting the Land, if any, for community facility districts, including Mello Roos, which may exist by virtue of assessment maps or filed notices. These taxes and/or assessments are typically collected with the county taxes; however, sometimes they're removed and assessed and collected separately.

Exceptions:

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

Proceeding 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 by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or 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 unless such lien is shown by the public records at Date of Policy.
- 7. Water rights, claims or title to water in, on or under the Land, whether or not shown by the public records.
- 8. Ownership of, or rights to, minerals or other substances, subsurface and surface, of whatsoever kind, including, but not limited to coal, ores, metals, lignite, oil, gas, geothermal resources, brine, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether the ownership

or rights arise by lease, grant, exception, conveyance, reservation or otherwise, and whether or not appearing in the public records or listed in Schedule B. Stewart Title Guaranty Company and its issuing agent make no representation as to the present ownership of any such interests. There may be leases, grants, exceptions, or reservations of interests that are not listed.

9. Any interests (including rights of the public) in and to any portion of the Land lying within roads, streets, alleys or highways.
10. Rights and rights-of-way associated with Me Twelfth Street Cement Canal as disclosed by document executed by the Riverside Water Company to the City of Riverside recorded July 09, 1914 in Book 399, Page 101, of Deeds, records of Riverside County.
11. Easement and rights incidental thereto for seer and incidental purposes to City of Riverside, as set forth in a document recorded July 06, 1903 in Book 170, Page 385 of Deeds.

The effect of a document entitled "Quitclaim Deed", recorded June 11, 1971 as Instrument No. 63014 and July 08, 1971 as Instrument No. 74734 both of Official Records.

12. Easement and rights incidental thereto for sanitary sewers, storm drains, gas pipe lines, water distribution, public utilities and full access rights-of-way of entry nature and incidental purposes The Public, as set forth in a document recorded November 12, 1965 as Instrument No. 128576 of Official Records.
13. Matters contained in document entitled Memorandum of Lease Agreement by and between County of Riverside and The Department of general Services of the State of California recorded November 18, 1997 as Instrument No. 422306 of Official Records.

Matters contained in document entitled First Amendment to Memorandum of Site Purchase, assignment of Lease and Agreement recorded August 30, 2012 as Instrument No. 2012-414925 of Official Records.

14. Matters contained in document entitled Memorandum of Site Purchase, Assignment of Lease and Agency Agreement by and between the county of Riverside, the County of Riverside Public Financing Authority and Department of General Services of the State of California recorded November 18, 1997 as Instrument No. 422308 of Official Records.

Matters contained in document entitled First Amendment to Memorandum of Site Purchase, assignment of Lease and Agreement recorded August 30, 2012 as Instrument No. 2012-0414926 of Official Records.

15. Matters contained in document entitled Notice of Assignment by and between County of Riverside Public Financing Authority, the County of Riverside and The Department of General Services of the State of California recorded November 18, 1997 as Instrument No. 422309 of Official Records.

Matters contained in document entitled First Amendment to Notice of Assignment recorded August 30, 2012 as Instrument No. 2012-0414927 of Official Records.

16. Easement and rights incidental thereto for freeway purposes to The Riverside County Transportation Commission, a public agency, as set forth in a document recorded August 30, 2012 as Instrument No. 2012-0414924 of Official Records.
17. Easement and rights incidental thereto to The State of California, Department of Transportation, as set forth in a document recorded May 25, 2018 as Instrument No. 2018-0212150 of Official Records.

Further reservation set forth therein see document for further particulars.

18. Rights of parties in possession whether or not recorded in the public records.
19. In order to insure, you must provide full copies of any unrecorded leases, together with all supplements, assignments and amendments. Additional requirements or items may be requested upon review of the required documents.
20. In order to insure a conveyance, acquisition or encumbrance by the corporation or unincorporated association named below you must provide the following:
Entity: Riverside County Public Financing Authority, a California public agency
 - (a) A copy of the corporation By-Laws or Articles.
 - (b) An original or certified copy of the Resolution authorizing the subject transaction.
 - (c) If the By-Laws or Articles require approval by a "parent" organization, a copy of that entities' By-Laws or Articles.
 - (d) If an unincorporated association, a statement pursuant to applicable law (such as California Corporation Code Section 20002).Additional requirements or items may be requested upon review of the required documents set forth above,
21. Please be advised that the search did not disclose any open deeds of trust. If you have knowledge of any outstanding obligations, please contact your title officer immediately for further review.

(End of Exceptions)

NOTES AND REQUIREMENTS

- A. There are no transfers or conveyances shown in the public records within 24 months of the date of this Preliminary Report. If you have knowledge of any transfers or conveyances, please contact your title officer immediately for further requirements.
- B. If an Owner's Policy of title insurance is requested, a CLTA Standard Coverage Owner's Policy will be issued unless instructed otherwise. If a different form of policy is desired, please contact your Title Officer.
- C. All Transactions - Seller(s) and Buyer(s) or Borrowers are provided, as attachments, the document entitled "Acknowledgement of Receipt, Understanding and Approval of STG Privacy Notice for Stewart Title Companies and Stewart's Affiliated Business Arrangement Disclosure Statement" and the individually named documents, for review and acknowledgment prior to closing.
- D. All Transactions - Buyer(s)/Seller(s)/Borrower(s) are provided the Preliminary Report for review and acknowledgment prior to closing. Buyer(s) approval shall include the Preliminary Report items that are to remain as exceptions to the title policy.
- E. All Transactions - Seller(s)/Owner(s) are provided Stewart Title Guaranty Company's Owner's Affidavit and Indemnity for completion and submission prior to closing.

CALIFORNIA "GOOD FUNDS" LAW

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 received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. 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 the financial institution, and Stewart Title of California, Inc. 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 Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

EXHIBIT "A"
LEGAL DESCRIPTION

Order No.: 1664260
Escrow No.: 1664260

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

That portion of Block 11, Range 3 of the Town of Riverside as shown by map on file in Book 7, Page 17 of Maps, records of San Bernardino County, California together with a Portion of Mulberry Street as Vacated by Instrument No. 128576, recorded November 12, 1965, records of Riverside County, California, more particularly described as follows:

Commencing at the Westerly corner of said Block 11, Range 3, said corner being at the intersection of the Southeasterly right of way of Line Street (66.00 feet wide) and the Northeasterly right of way of 12th street (66.00 feet wide);

Thence South 60° 15' 19" East, along said Northeasterly right of way line of 12th street; a distance of 12.75 feet to a point on a non-tangent curve, concave Easterly, having a radius of 28.50 feet and radial bearing of South 77° 56' 00" West, said point also being on the Southeasterly line of that certain Easement conveyed to the City of Riverside by Instrument No. 42966, recorded April 26, 1971, said point also being true point of beginning.

Thence Northerly along the arc of said curve and said Southeasterly line of Instrument No. 42966, through a Central Angle of 41° 47' 28", a distance of 20.79 feet;

Thence North 29° 43' 37" East, along the Southeasterly line of said Instrument No. 42966, a distance of 111.19 feet;

Thence North 31° 26' 43" East, along said Southeasterly line of Instrument No. 42966, a distance of 29.82 feet;

Thence South 60° 34' 05" East, a distance of 123.62 feet;

Thence North 31° 03' 04" East, a distance of 12.36 feet;

Thence South 60° 14' 36" East, a distance of 194.01 feet to a point on the Westerly line of that certain parcel of land conveyed to The City of Riverside by Instrument No. 57118, recorded June 28, 1960, records of Riverside County;

Thence South 14° 17' 36" East, along said Westerly line of Instrument No. 57118, a distance of 25.48 feet;

Thence continuing along said Westerly line of , South 14° 38' 12" West, a distance of 153.73 feet to a point on said Northeasterly right of way of 12th street.

Thence North 60° 15' 19" West, along said Northwesterly right of way line, a distance of 358.36 to the true point of beginning.

Excepting therefrom the following described property:

That portion of Block 11, Range 3 of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, Page 17 of maps, records of San Bernardino County,

California, together with a portion of Mulberry Street as vacated by Instrument No. 128576, recorded November 12, 1965, official records of Riverside County, conveyed to Riverside County public authority, by deed recorded November 18, 1997, as Instrument No. 422307, Official records of Riverside County, more particularly described as follows:

Commencing at the Westerly corner of said Block 11, Range 3, said corner being at the intersection of the Southeasterly right of way of Lime Street (66.00 feet wide) and the Northeasterly right of way of Twelfth Street (66.00 feet wide); thence along said Northeasterly right of way line of Twelfth Street, South $60^{\circ} 14' 54''$ East, 340.34 feet to the point of beginning; thence North $12^{\circ} 38' 20''$ East 31.53 feet; thence South $62^{\circ} 26' 12''$ East, 10.76 feet; thence North $29^{\circ} 41' 06''$ East, 19.98 feet; thence North $16^{\circ} 48' 17''$ East, 50.17 feet; thence North $13^{\circ} 58' 30''$ East, 76.49 feet to a point on the Northeasterly boundary of above said deed, said point being distant North $60^{\circ} 14' 40''$ West, 1.61 feet along said boundary from the Northeasterly corner of said deed; thence along said boundary South $60^{\circ} 14' 40''$ East, 1.61 feet to said Northeasterly corner; thence along the Easterly boundary of said deed the following two (2) courses, (1) South $14^{\circ} 16' 39''$ West, 25.52 feet; thence (2) South $14^{\circ} 37' 02''$ West, 153.75 feet to said Northeasterly right of way line of 12th Street; thence along said right of way North $60^{\circ} 14' 54''$ West, 17.97 feet to the point of beginning.

The New Deed 2018 same portion exception went to the State Page 149 and a new map was done by deed recorded August 30, 2012 Instrument# 2017-414923 of Official records.

Together with underlying fee interest, if any, appurtenant to the above described property in and to Twelfth Street (33.00 feet Half width) and Mulberry Street lying Easterly of the following described line:

Beginning at a point on the above said Northeasterly right of way line of Twelfth Street, distant thereon South $60^{\circ} 14' 54''$ East, 340.34 feet from the above said Westerly corner of Block 11, Range 3; thence South $12^{\circ} 38' 20''$ West 28.52 feet; thence South $13^{\circ} 01' 26''$ East, 20.88 feet; thence South $17^{\circ} 09' 59''$ West, 36.13 feet; thence South $24^{\circ} 10' 17''$ West, 26.25 feet to the Westerly right of way of state route 91.

APN: 215-310-011

(End of Legal Description)

Procedures to Accompany the Restrictive Covenant Modification Form

The law prohibits unlawfully restrictive covenants based upon:

"...age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry... Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

As the individual holding or acquiring an interest in the property, you may have any unlawfully restrictive covenants "removed", which means "redacted."

To have the unlawfully restrictive covenant removed, you may prepare and submit to the county recorder's office, a "Restrictive Covenant Modification" form (RCM) together with a copy of the attached document with the unlawfully restrictive covenant redacted. This request must be submitted to the county recorder's office and must include your return address so the county recorder can notify you of the action taken by the county counsel.

The process at the county recorder's office is as follows:

- The county recorder takes the RCM with the redacted document and the original document attached and submits it to the county counsel for review to determine if, from a legal standpoint, the language was an unlawfully restrictive covenant and thus the redacted version should be indexed and recorded.
- The county counsel shall inform the county recorder of his/her determination within a reasonable amount of time, not to exceed three months from the date of your request.
- If county counsel determined that the redacted language was unlawful then, once recorded, the redacted document is the only one that effects the property and this modified document has the same effective date as the original document.
- If county counsel determined that the redacted language was not unlawful then county counsel will return the RCM package to the county recorder and the county recorder will advise the requestor that same the request has been denied and the redacted document has not been recorded.
- The modification document shall be indexed in the same manner as the original document and shall contain a recording reference to the original document.

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME

ADDRESS

CITY
STATE & ZIP

TITLE ORDER NO.

ESCROW NO.

APN NO.

RESTRICTIVE COVENANT MODIFICATION

(Unlawfully Restrictive Covenant Modification Pursuant to Government Code Section 12956.2)

I(We) _____
have or are acquiring an ownership interest of record in the property located at _____
_____ that is covered by the
document described below.

The following reference document contains a restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in Section 12955 of the Government Code, or ancestry, that violates state and federal fair housing laws and is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive covenant as shown on page(s) _____ of the document recorded on _____ in book _____ and page _____ or instrument number _____ of the official records of the County of _____, State of California.

Attached hereto is a true, correct and complete copy of the document referenced above, with the unlawful restrictive covenant redacted.

This modification document shall be indexed in the same manner as the original document pursuant to subdivision (d) of Section 12956 of the Government.

The effective date of the terms and conditions of the modification document shall be the same as the effective date of the original document.

(Signature of Submitting Party)

(Printed Name)

(Signature of Submitting Party)

(Printed Name)

_____ County Counsel, or their
designee, pursuant to Government Code Section
12956.2, hereby states that it has been determined
that the original document referenced above
_____ Does _____ Does Not contain an
unlawful restriction and this modification may be
recorded.

County Counsel
By:

Date: _____



Stewart Title of California, Inc.
525 N Brand Blvd.
Glendale, CA 91203
Phone: (818) 956-2881
Fax:
tu34@stewart.com

Date: April 13, 2022
Title Officer: Chris Ocampo & Rudy Baiza
Order No.: 1664260
Property Address: Vacant Land[215-310-011], Riverside, CA 92501

UNLAWFULLY RESTRICTIVE COVENANTS ACKNOWLEDGMENT AND INDEMNIFICATION

STEWART TITLE OF CALIFORNIA, INC.
IS LICENSED BY THE STATE OF CALIFORNIA UNDER THE DEPARTMENT OF INSURANCE LICENSE NO. 388

The undersigned hereby acknowledge receipt of (1) the statutory required language describing unlawfully restrictive covenants in the title product from Stewart Title of California, Inc. ("Stewart Title"); (2) a copy of the Restrictive Covenant Modification (RCM) form; and (3) the procedures describing how to have, when applicable, an unlawfully restrictive covenant of record updated.

The undersigned further acknowledge that he/she/they have received, read, understand and accept these documents in connection with the above described transaction and have received a copy of this acknowledgment as evidenced by the signature below.

The undersigned acknowledges and understands that Stewart Title will rely upon this acknowledgement as evidence that Stewart Title has fulfilled its duties and obligations under the law with respect to unlawfully restrictive covenants. The undersigned jointly and severally agree to hold harmless Stewart Title of California, Inc., its officers, employees, agents, parent, affiliated and subsidiary companies, including Stewart Title Guaranty Company, and successors and assigns from and against any and all damages or liability and agree to reimburse Stewart Title for all losses, costs, charges, attorneys' fees or other expenses which shall or may at any time be suffered, sustained or incurred by reason of, or in consequence of or related to these unlawfully restrictive covenants and the RCM form and submission.

TBD TBD

Riverside County Public Financing Authority

By: _____

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: April 13, 2022

File No.: 1664260

Property: Vacant Land[215-310-011], Riverside, CA 92501

From: Stewart Title of California, Inc.

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA - Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California, Inc.. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<i>Stewart Insurance Settlement Service</i>	<i>Charge or range of charges</i>
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50

**ACKNOWLEDGEMENT OF RECEIPT, UNDERSTANDING
AND APPROVAL OF STEWART TITLE GUARANTY COMPANY
PRIVACY NOTICE FOR STEWART TITLE COMPANIES AND
AFFILIATED BUSINESS ARRANGEMENT
DISCLOSURE STATEMENT**

The undersigned hereby acknowledge receipt of the Stewart Title Guaranty Company Privacy Notice for Stewart Title Companies and the Affiliated Business Arrangement Disclosure Statement that apply to this transaction. The undersigned further acknowledge that he/she/they have received, read, understand and accept these documents in connection with the above described transaction.

The undersigned have received a copy of this acknowledgement as evidenced by the signature below.

Riverside County Public Financing Authority

By: _____

TBD TBD

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 unless such lien is shown by the Public Records at Date of Policy.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) 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;
 - 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 appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

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

LIMITATIONS ON COVERED RISKS

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

* For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

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

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

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

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

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

EXCEPTIONS FROM COVERAGE

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

PART I

1. (a) 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.
(b) 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 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, which are 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 unless such lien is shown by the Public Records at Date of Policy.

PART II

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

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

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

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

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

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses) 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 by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are 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 unless such lien is shown by the Public Records at Date of Policy..

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY – ASSESSMENTS PRIORITY (04-02-15)
EXCLUSIONS FROM COVERAGE

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

1. a. Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protectionor 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 which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of 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.

File No.: 1664260

AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.

File No.: 1664260

Stewart Title of California, Inc.
STATEMENT OF INFORMATION

CONFIDENTIAL

THE STREET ADDRESS of the property in this transaction is: (IF NONE LEAVE BLANK)

ADDRESS Vacant Land[215-310-011] CITY Riverside, CA 92501

IMPROVEMENTS: SINGLE RESIDENCE MULTIPLE RESIDENCE COMMERCIAL

OCCUPIED BY: OWNER TENANTS

CONSTRUCTION OR IMPROVEMENTS WITHIN THE LAST 6 MONTHS? YES NO

IF YES, STATE NATURE WORK DONE

PARTY 1

PARTY 2

FIRST MIDDLE LAST

FIRST MIDDLE LAST

FORMER LAST NAME(S), IF ANY

FORMER LAST NAME(S), IF ANY

BIRTHPLACE BIRTH DATE

BIRTHPLACE BIRTH DATE

Social Security No. DRIVER'S LICENSE NO.

Social Security No. DRIVER'S LICENSE NO.

Home Cell
 AM SINGLE AM MARRIED HAVE A DOMESTIC PARTNER

Home Cell
 AM SINGLE AM MARRIED HAVE A DOMESTIC PARTNER

Date of Marriage or Partnership

Date of Marriage or Partnership

NAME OF CURRENT SPOUSE OR DOM. PARTNER (if other than Party 2):

NAME OF CURRENT SPOUSE OR DOM. PARTNER (if other than Party 1):

NAME OF FORMER SPOUSE/DOM. PARTNER: (IF NONE, WRITE "NONE"):

NAME OF FORMER SPOUSE/DOM. PARTNER: (IF NONE, WRITE "NONE"):

Dissolutions pending Yes No (circle one)
Required to make child support payments? Yes No (circle one)
Required to make Family support payments? Yes No (circle one)
If paying former spouse directly, please provide address:

Dissolutions pending Yes No (circle one)
Required to make child support payments? Yes No (circle one)
Required to make Family support payments? Yes No (circle one)
If paying former spouse directly, please provide address:

OCCUPATIONS FOR LAST 10 YEARS (attach additional 10 year information, if applicable)

Party 1: Occupation Firm Name Street and City No. Years

Party 2: Occupation Firm Name Street and City No. Years

RESIDENCES FOR LAST 10 YEARS (attach additional 10 year information, if applicable)

Party 1: Street No. Street Name City No. Years

Party 2: Street No. Street Name City No. Years

Email Address

If you would like us to contact you by email, please provide your email address

Home Phone: Business Phone: Cell Phone:

The undersigned declare, under penalty of perjury, that foregoing is true and correct.

Signature: Date: Signature: Date:

STGC TITLE PREMIUM DISCOUNT APPLICATION AND CONFIRMATION OF ELIGIBILITY

Order Number: 1664260

Property: Vacant Land[215-310-011], Riverside, CA 92501

APN: 215-310-011

In connection with the request of the Undersigned ("Applicant") for the preparation and issuance of title insurance, Applicant provides this completed STGC Title Premium Discount Application and Confirmation of Eligibility ("Request Form") for the benefit of, and reliance by, title insurer Stewart Title Guaranty Company, and its policy issuing agent Stewart Title of California, Inc. (collectively hereafter referred to as "Stewart Title") in connection with pricing the title premium in the above referenced transaction:

1. Applicant understands that Stewart Title has available for qualifying requestors a 10% discount on the title insurance premium charged under certain circumstances; however, all endorsement fees and other charges are not discounted.
2. Applicant understands that Stewart Title is only able to provide such discount if requested through providing this completed Request Form and is received by Stewart Title at least five (5) business days prior to recording of the transaction to which a discount is requested.
3. Applicant understands that Stewart Title prohibits combined discounts; accordingly, Stewart Title will provide this requested discount and disregard other applicable discounts, if any, when eligibility requirements for such discount are satisfied.
4. Applicant requests the following discount and affirms that Applicant meets the criteria and requirements set forth to qualify for such selected discount (SELECT ONLY ONE QUALIFYING DISCOUNT):

- Active military personnel and honorably discharged veteran discount* – To qualify for an active military personnel or honorably discharged veteran discount: (1) the property being purchased, mortgaged or refinanced is a fee simple interest in a primary, owner-occupied residence; and (2) at least one of the undersigned purchaser(s), seller(s) or borrower(s), as applicable, is a U.S. citizen, permanent resident or qualified alien and is engaged in full-time, active duty in the military on the date signed below or was a honorably discharged veteran.
- Senior citizen discount – To qualify for a senior citizen discount: (1) the property being purchased, mortgaged or refinanced is a fee simple interest in a primary, owner-occupied residence; and (2) at least one of the undersigned purchaser(s), seller(s) or borrower(s), as applicable, is a U.S. citizen, permanent resident or qualified alien and is 55 years of age or older on the date signed below.

*Active military personnel and honorably discharged veterans include those members from the following U.S. military services branches: Air Force, Army, Coast Guard, Marine Corps, Navy and Space Force, and any active Reserve members of these military services branches and any active members of the Air or Army National Guard.

- First-time homebuyer discount – To qualify for a first-time homebuyer discount: (1) the property being purchased is a fee simple interest in a primary, owner-occupied residence; and (2) at least one of the undersigned purchaser(s) is a U.S. citizen, permanent resident or qualified alien and has either never owned any property or, has not been an owner in a primary residence for the last three calendar years from the date signed below.

- First responder discount – To qualify for a first responder discount: (1) the property being purchased, mortgaged or refinanced is a fee simple interest in a primary, owner-occupied residence; and (2) at least one of the undersigned purchaser(s), seller(s) or borrower(s), as applicable, is a U.S. citizen, permanent resident or qualified alien and is currently employed as a police officer, firefighter, paramedic or emergency medical technician on the date signed below.

This Request Form is completed under penalty of perjury and is made for the purpose of inducing Stewart Title to provide the title premium discount, and the representations contained herein are material to such insurance coverage pricing. The undersigned hereby indemnifies and holds Stewart Title harmless from any loss or damage, liability, costs, expenses and attorneys' fees which it may sustain to the extent any representation contained herein is incorrect. The undersigned understands that Stewart Title may decide not to provide the requested title insurance despite the information and affirmations contained herein.

PLEASE READ AND COMPLETE THE STGC TITLE PREMIUM DISCOUNT REQUEST FORM ON THE PREVIOUS PAGE BEFORE SIGNING BELOW. IF YOU DO NOT UNDERSTAND OR HAVE ANY QUESTIONS ABOUT THIS AFFIDAVIT, YOU SHOULD CONTACT YOUR LOCAL STEWART TITLE PROFESSIONAL.

THE UNDERSIGNED DECLARES UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Signature

Signature

Printed Name

Printed Name

Date Signed

Date Signed

OWNER'S AFFIDAVIT AND INDEMNITY

Order No.: 1664260

Address/Location: Vacant Land[215-310-011], Riverside, CA 92501

APN: 215-310-011

In connection with the request of the Undersigned ("Affiant") for the preparation and issuance of insurance, Affiant makes the following statements and representations for the benefit of, and reliance by, title insurer STEWART TITLE GUARANTY COMPANY, and its policy issuing agent STEWART TITLE OF CALIFORNIA, INC. (collectively hereafter referred to as "TITLE"):

1. Affiant owns and holds title to the land described in Schedule A of the Preliminary Report or Commitment issued in connection with the above referenced Order Number (the "Land").
2. The Affiant's ownership and/or possession of the Land has been peaceful and undisturbed, and title thereto has never been disputed, questioned or rejected, nor has the issuance of title insurance ever been refused, except as follows: **(If none, please state "none")**

3. Other than the Affiant, there are no parties entitled to possession of the Land other than the following: **(If none, please state "none")**

4. There are no leases, licenses, options, rights of first refusal, or contracts to sell, affecting the Land, or any parties currently in possession, of the Land, except the following: **(If none, please state "none")**

5. All assessments by a management company or owners' association, or for common area or building maintenance, if any, are paid current or are not yet due and payable except for the following. **(If none, please state "none")**

6. There are no pending contemplated repairs/improvements to the Land, except the following: **(If none, please state "none")**

7. There has been no construction, building materials, repairs, improvements, or remodeling performed, provided, furnished or delivered within the last 12 months, except as follows: **(If none, please state "none")**
_____ This work performed, as detailed above, was completed on _____ (date of completion).
8. Affiant is not aware of the existence of any of the following:
 - a. Improvements, including fences, encroaching into any easements on the Land, or over any boundary lines of the Land.
 - b. Adjoining property improvements encroaching onto the Land.
 - c. Liens against the Land and/or judgments or tax liens against Affiant or any other property owner currently in title, except those described in the Preliminary Report or Commitment issued in connection with the above referenced Order Number.
 - d. Outstanding claims or persons entitled to claims for mechanics' or materialman liens against the Land.
 - e. Pending repairs/improvements to any adjacent street(s) or any assessments related to road maintenance
 - f. Any pending litigation involving the Land, the Affiant or any other property owner currently in title.
 - g. Recent improvements completed or being made to any common area(s) located within the subdivision in which the Land is located.
 - h. Violations of building permits, zoning laws or recorded covenants, conditions and/or restrictions imposed on the Land.
 - i. Any pending assessments for Community Facility Districts.
 - j. Any new, pending or existing obligation or loan including any home improvements on the Land pursuant to the PACE or HERO program, or any other similar type program.

- k. Any unrecorded or recorded easements, covenants, conditions, or restrictions affecting the Land, other than those listed in the Preliminary Report or Title Commitment.
- l. Any use of the property for the production, sale, warehousing or transporting of fresh fruits, vegetables, livestock or poultry (e.g., supermarkets, restaurants, wineries, breweries and meat packing plants).

With regard to 8a.-8l, except as follows: (If none, please state "none")

-
- 9. No proceedings in bankruptcy or receivership have been instituted or filed by, or against, the Affiant or any other property owner currently in title.
 - 10. There are no unpaid taxes, assessments or utility type bills including but not limited to bills for water, sewer, hazardous waste, recycling, storm drain and/or rubbish and there are no liens related to such utilities from or on the Land, with the exception of the following: **(If none, please state "none")**
-
- 11. There are no financial obligations secured by trust deeds, mortgages, financing statements, vendor's liens, security agreements or otherwise, against the Land, except as set forth in the Preliminary Report, proforma and/or Commitment, and as set forth below: **(If none, please state "none")**

<u>Creditor</u>	<u>Approximate Balance</u>

- 12. There has been no harvesting or production of any oil, gas, geothermal materials or other minerals from or on the Land and there are no oil, gas, geothermal and/or mineral leases, licenses, options, rights of first refusal, and/or contracts to sell, affecting the mineral rights associated with the Land, or other parties currently in possession, of the mineral rights on the Land, except the following: **(If none, please state "none")**
-
- 13. Other than the Affiant, there are no other parties currently in possession of the Land, including but not limited to, any possessory interest associated with the harvesting of any oil, gas, geothermal materials or other minerals, except the following: **(If none, please state "none")**
-
- 14. Affiant has not executed and will not execute any documents or instruments related to the title to, or interest in, the Land prior to the recordation of the documents in this transaction.
 - 15. By signing below, Affiant agrees to cooperate with TITLE and, upon request from TITLE, to promptly provide and/or execute, any corrective or curative information or documentation requested.

This is a sworn affidavit and is made for the purpose of inducing TITLE to provide certain insurance coverage to a purchaser and/or lender, and the representations contained herein are material to such insurance coverage. The undersigned hereby indemnifies and holds Stewart Title Guaranty Company and its policy issuing agent identified above harmless from any loss or damage, liability, costs, expenses and attorneys' fees which it may sustain under its policies of title insurance or commitments to the extent any representation contained herein is incorrect. The undersigned understands that TITLE may decide not to provide the requested title insurance despite the information and affirmations contained herein.

PLEASE READ, COMPLETE AND RESPOND TO ALL STATEMENTS CONTAINED IN THIS OWNER'S AFFIDAVIT AND INDEMNITY BEFORE SIGNING IN THE PRESENCE OF A NOTARY PUBLIC. THE NOTARY PUBLIC WILL EXECUTE THE ACKNOWLEDGMENT ON THE FOLLOWING PAGE. HOWEVER, IF YOU DO NOT UNDERSTAND OR HAVE ANY QUESTIONS ABOUT THIS AFFIDAVIT, YOU SHOULD SEEK THE ASSISTANCE OF YOUR INDEPENDENT FINANCIAL AND/OR LEGAL ADVISOR BEFORE SIGNING.

Riverside County Public Financing Authority

By: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Signature

Stewart Title Guaranty Company Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at:* Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056

215-31

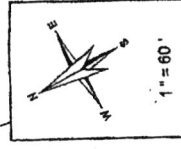
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TRA 009-041

POR. SE 1/4 SEC. 23 T.2S R.5W
CITY OF RIVERSIDE

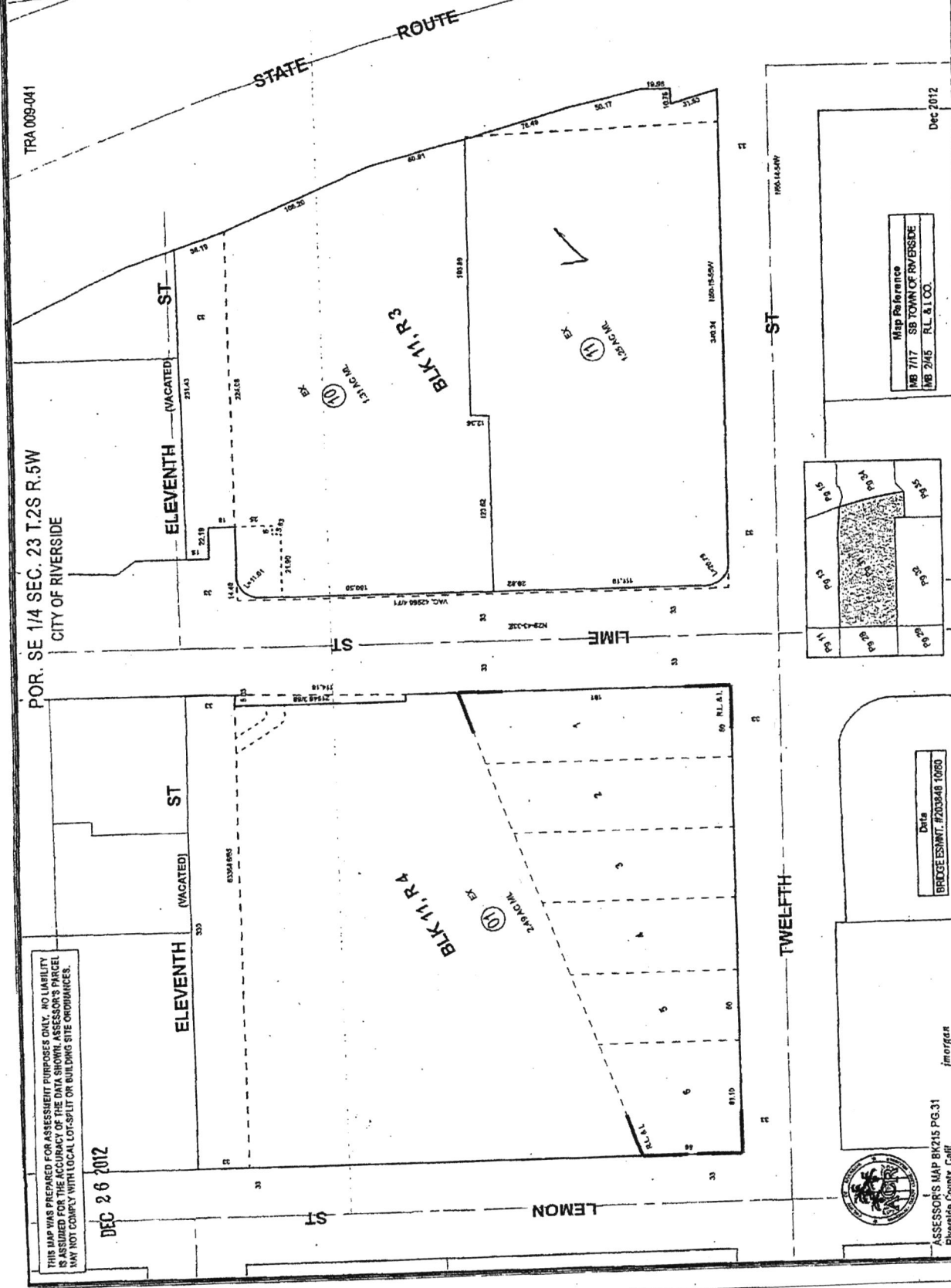
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL DATA NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

DEC 26 2012



- Legend
- Lot Lines
 - Right-of-Way
 - Old Lot Lines
 - Reference R.O.W
 - Other Easements
 - Lease Area
 - Subdivision TO Line

Dist	Old Number	New Number
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Map Reference
MS 717 SB TOWN OF RIVERSIDE
MS 246 RL & L CO.

Data
BRIDGE ESQINT. #203848 10660

ASSESSOR'S MAP BK215 PG.31
Riverside County, Calif.

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Judicial Council of California
Facilities Services
Attn: Manager, Real Estate
2860 Gateway Oaks Drive, Suite 400
Sacramento, California 95833

Dept. to
Record
Grant Deed

OFFICIAL STATE BUSINESS – EXEMPT FROM RECORDING FEES PURSUANT TO GOVERNMENT CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

**SPACE ABOVE THIS LINE FOR
RECORDER’S USE ONLY**

GRANT DEED

Agency: Judicial Council of California
Project: 4th District Court of Appeals #64-B1

APN: 215-310-011; County of Riverside

RIVERSIDE COUNTY PUBLIC FINANCING AUTHORITY, a California public agency, hereby GRANTS to the STATE OF CALIFORNIA the following described real property situated in the State of California, County of Riverside:

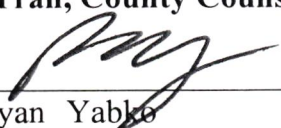
See Exhibits “A” and “B” consisting of three (3) pages attached hereto and by this reference made a part hereof.

Dated: 8/29/23

ATTEST:
Kimberly Rector
Clerk of the Board


By: 
Deputy

APPROVED AS TO FORM
Minh C. Tran, County Counsel

By: 
Name: Ryan Yabko
Title: Deputy County Counsel

GRANTOR:

**RIVERSIDE COUNTY PUBLIC
FINANCING AUTHORITY, a
California public agency**

By: 
Name: Kevin Jeffries
Title: Chairman of the Board of Supervisors of County of Riverside, acting ex officio as Chair of the Board of Directors of the Riverside County Public Financing Authority

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" TO GRANT DEED

LEGAL DESCRIPTION OF THE LAND

THAT PORTION OF BLOCK 11, RANGE 3 OF THE TOWN OF RIVERSIDE AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 17, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF MULBERRY STREET AS VACATED BY INSTRUMENT NUMBER 128576, RECORDED NOVEMBER 12, 1965, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY CORNER OF SAID BLOCK 11, RANGE 3, SAID CORNER BEING AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY OF LIME STREET (66.00 FEET WIDE) AND THE NORTHEASTERLY RIGHT OF WAY OF 12TH STREET (66.00 FEET WIDE);

THENCE S.60°15'19"E., ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF 12TH STREET, A DISTANCE OF 12.75 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 28.50 FEET AND RADIAL BEARING OF S.77°56'00"W., SAID POINT ALSO BEING ON THE SOUTHEASTERLY LINE OF THAT CERTAIN EASEMENT CONVEYED TO THE CITY OF RIVERSIDE BY INSTRUMENT NUMBER 42966, RECORDED APRIL 26, 1971, SAID POINT ALSO BEING TRUE POINT OF BEGINNING;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHEASTERLY LINE OF INSTRUMENT NUMBER 42966, THROUGH A CENTRAL ANGLE OF 41°47'28", A DISTANCE OF 20.79 FEET;

THENCE N.29°43'37"E., ALONG THE SOUTHEASTERLY LINE OF SAID INSTRUMENT NUMBER 42966, A DISTANCE OF 111.19 FEET;

THENCE N.31°26'43"E., ALONG SAID SOUTHEASTERLY LINE OF INSTRUMENT NUMBER 42966, A DISTANCE OF 29.82 FEET;

THENCE S.60°34'05"E., A DISTANCE OF 123.62 FEET;

THENCE N.31°03'04"E., A DISTANCE OF 12.36 FEET;

THENCE S.60°14'36"E., A DISTANCE OF 194.01 FEET TO A POINT ON THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF RIVERSIDE BY INSTRUMENT NUMBER 57118, RECORDED JUNE 28, 1960, RECORDS OF SAID RIVERSIDE COUNTY;

THENCE S.14°17'36"E., ALONG SAID WESTERLY LINE OF INSTRUMENT NUMBER 57118, A DISTANCE OF 25.48 FEET;

THENCE CONTINUING ALONG SAID WESTERLY LINE OF INSTRUMENT NUMBER 57118, S.14°38'12"W., A DISTANCE OF 153.73 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT OF WAY OF 12TH STREET;

EXHIBIT "A" TO GRANT DEED
LEGAL DESCRIPTION OF THE LAND

(Continued)

THENCE N.60°15'19"W., ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 358.36 TO THE TRUE POINT OF BEGINNING.

CONTAINING: 57,576 SQUARE FEET OR 1.32 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Mark S. Bemis

DATE: Feb 3, 1997

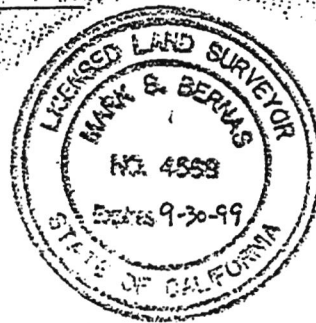
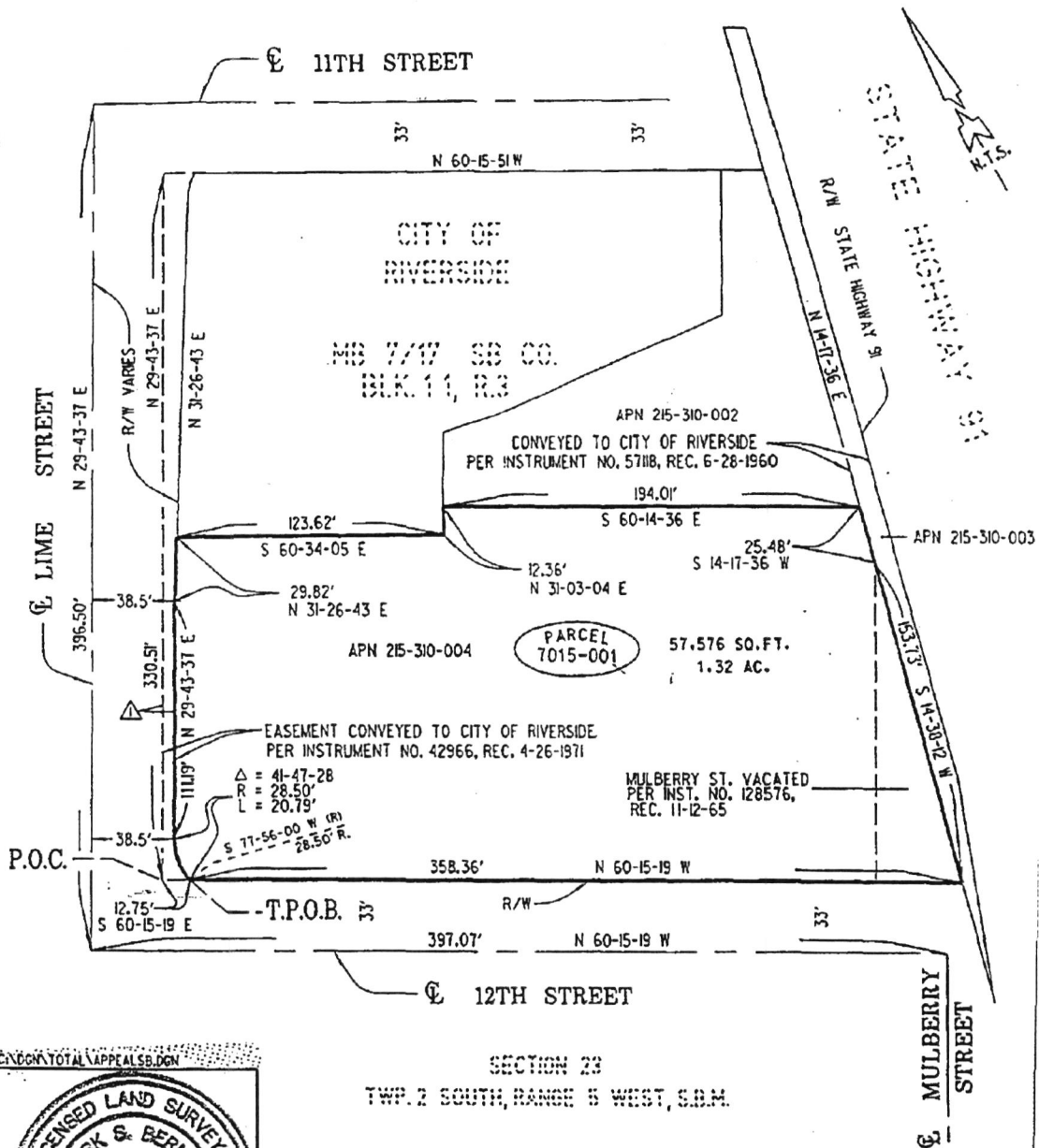


EXHIBIT "B" TO GRANT DEED

PLAT TO ACCOMPANY LEGAL DESCRIPTION OF THE LAND



SECTION 23
 TWP. 2 SOUTH, RANGE 5 WEST, S.B.M.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO. : 7015-001
PROJECT: STATE APPEALS COURT	PREPARED BY: DDD/KDT
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
APPROVED BY: <u>Mark S. Bernas</u> DATE: <u>2-3-97</u>	W.O. NO. : 47-7015
	SHEET 1 OF 1 SHEET

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that, pursuant to sections 15853, 27281 and 70301 et seq. of the California Government Code, the interest in real property conveyed by the Grant Deed dated _____, from the RIVERSIDE COUNTY PUBLIC FINANCING AUTHORITY, a California public agency, on behalf of the Judicial Council, is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to the approval action by said Board and duly adopted on _____. The Grantee consents to the recordation thereof by its duly authorized officer.

Accepted
STATE OF CALIFORNIA
STATE PUBLIC WORKS BOARD

By: _____
Koreen H. van Ravenhorst
Deputy Director

Dated: _____

Consent
JUDICIAL COUNCIL OF CALIFORNIA

By: _____
Millicent Tidwell
Acting Administrative Director

Dated: _____

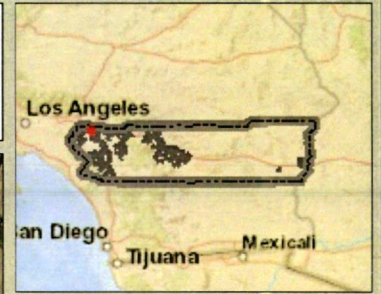
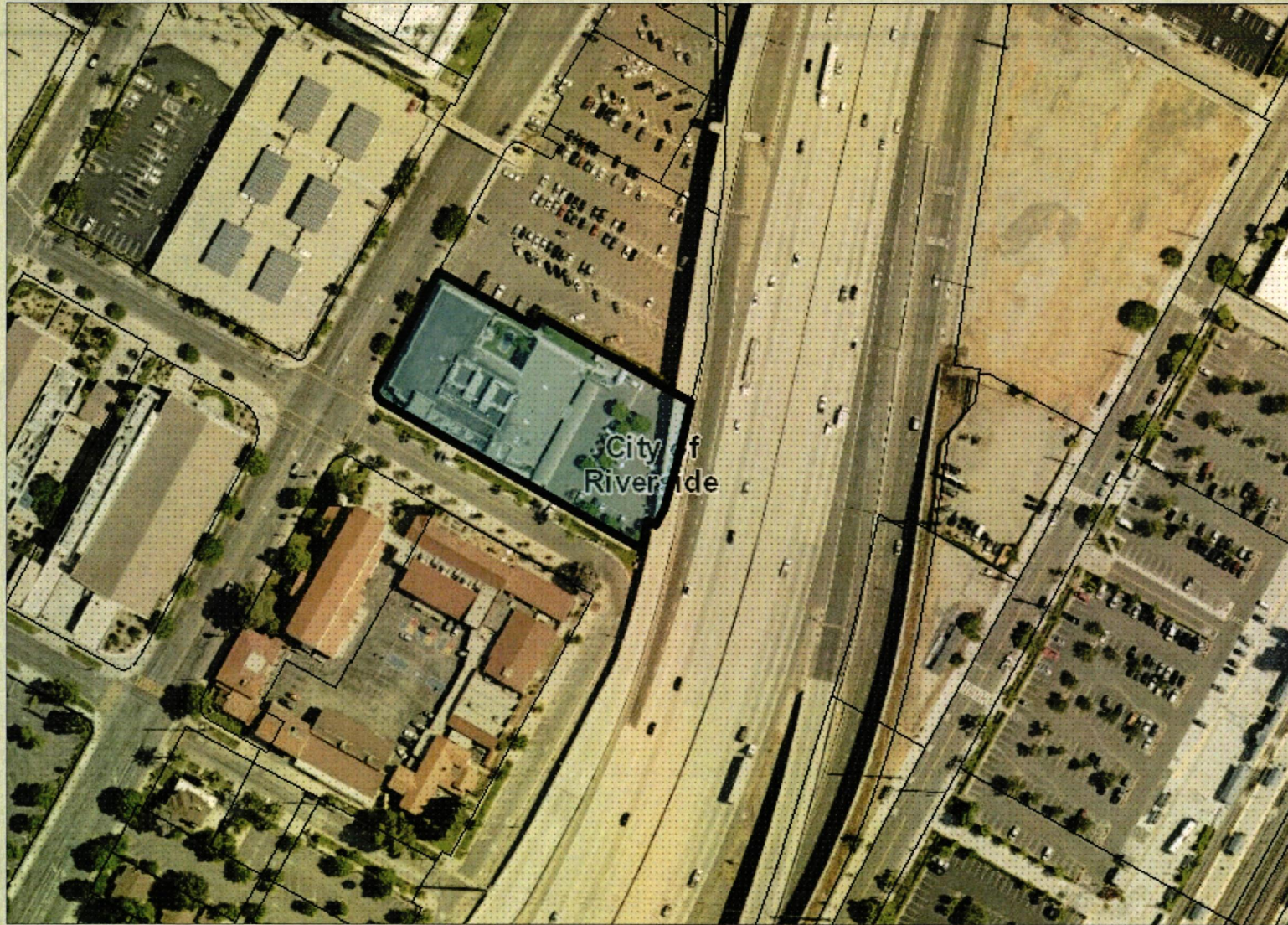
Approved as to form:
JUDICIAL COUNCIL OF CALIFORNIA
LEGAL SERVICES

By: _____
Kristin Kerr
Supervising Attorney, Real Estate Unit

Dated: _____

State of California 4th District Court of Appeals

3389 12th Street, Riverside



Legend

- Parcels
- Blueline Streams
- ▨ 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.

0 207 415 Feet

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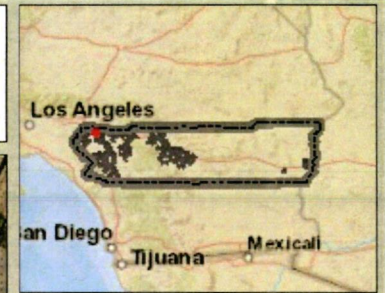
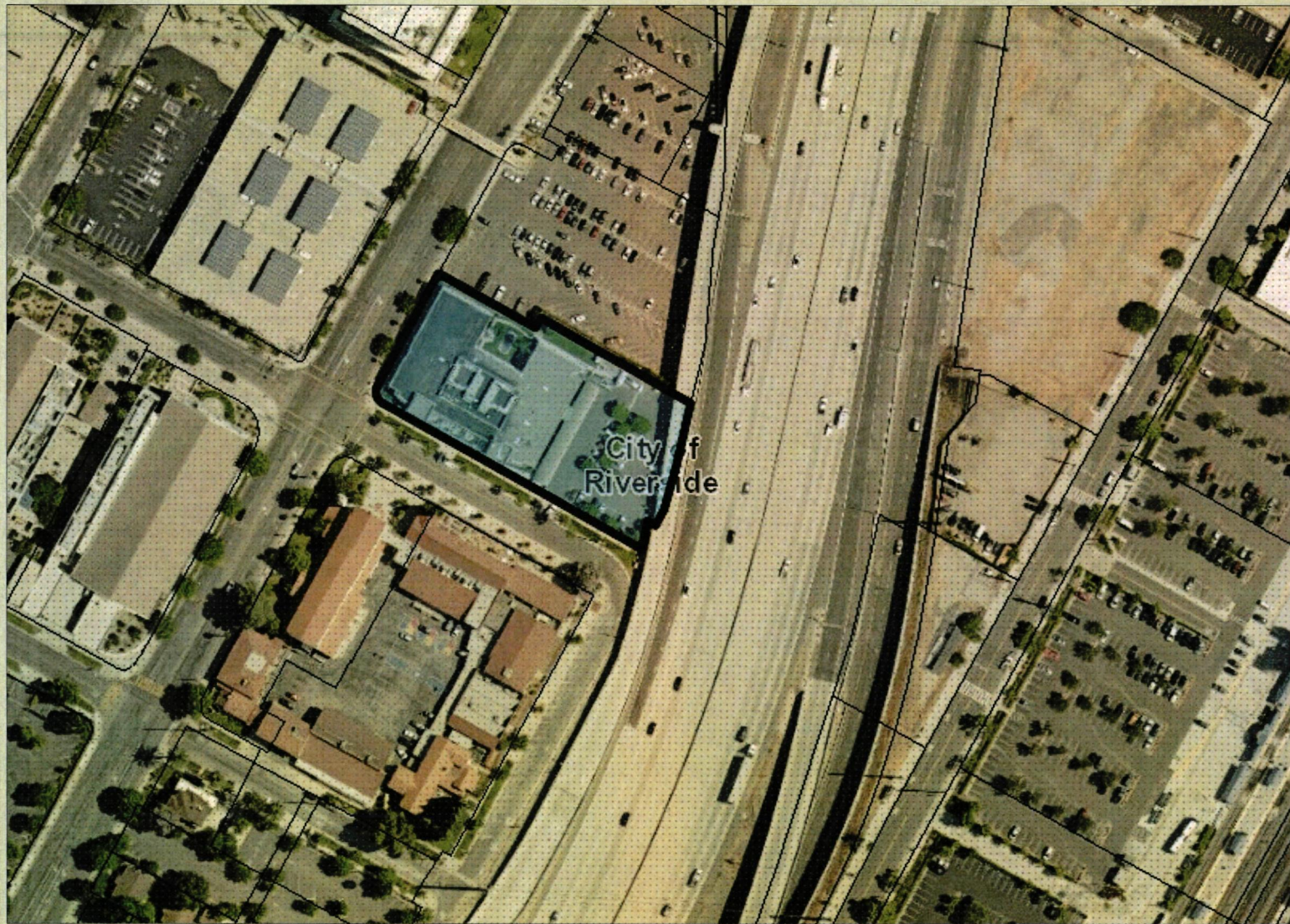
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Notes

District 1
APN 215-310-011

State of California 4th District Court of Appeals

3389 12th Street, Riverside



Legend

- Parcels
- Blueline Streams
- ▤ City Areas



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0 207 415 Feet

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Notes

District 1
APN 215-310-011