

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



**ITEM: 3.15
(ID # 23058)**

MEETING DATE:
Tuesday, October 31, 2023

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT-REAL ESTATE (FM-RE): Adoption of Resolution Number 2023-260 Authorization to Sell Real Property Located in the City of Riverside, County of Riverside, State of California; Assessor's Parcel Number 213-252-017 (formerly 213-252-005); CEQA Exempt per State CEQA Guidelines sections 15312 and 15061(b)(3); District 1. [\$87,017 - 100% Sale Proceeds] (4/5th Vote)

RECOMMENDED MOTION: That the Board of Supervisors:

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

Continued on Page 2

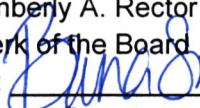
ACTION:Policy, 4/5 Vote Required


Rose Salgado, Director of Facilities Management 10/12/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington and Gutierrez
Nays: None
Absent: Perez
Date: October 31, 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**

RECOMMENDED MOTION: That the Board of Supervisors:

2. Adopt Resolution No. 2023-260, Authorization to Sell Real Property Located in the City of Riverside, County of Riverside, State of California by the County of Riverside, a political subdivision of the State of California, to 891 Iowa, LLC, a California limited liability company, Assessor's Parcel Number 213-252-017 (Formerly 213-252-005), by Grant Deed;
3. Approve the attached Offer and Agreement to Purchase Real Property between 891 Iowa, LLC, as Buyer, and the County of Riverside, as Seller, and authorize the Chair of the Board to execute the same on behalf of the County;
4. Approve the attached Grant Deed and authorize the Chair of the Board of Supervisors to execute the same on behalf of the County;
5. Authorize the Director of Facilities Management, or designee, to execute any and all other documents necessary to complete this transaction;
6. Authorize a reimbursement to Facilities Management-Real Estate Division in an amount not to exceed \$87,017 from the proceeds of the sale of this property; and
7. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk for posting within five (5) working days of approval.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 87,017	\$ 0	\$ 87,017	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Sale of Proceeds			Budget Adjustment:	No
			For Fiscal Year:	23/24

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The subject surplus property consists of approximately 1.46 acres of land, containing an approximately 39,079 square foot office/warehouse building, commonly known as 3133 Mission Inn Avenue, Riverside, California and identified by Assessor's Parcel Number 213-252-017 (Formerly 213-252-005) ("Property"). The minimum bid for this Property was established using a Fair Market Value Appraisal which set the minimum bid at \$2,440,000.

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

The Property was Declared as Surplus Property on March 1, 2022 (M.O. #3.13). In accordance with Government Code section 54222, public agencies and all County departments were notified in writing regarding this offer to sell the Property. The State of California Department of Housing and Community Development (HCD) determined that the County had met all requirements under the Surplus Land Act for the purpose of disposing of the Property.

On January 10, 2023 (M.O. #3.7), the Board of Supervisors adopted Resolution No. 2023-009, Notice of Intention to Set Public Hearing for the Sale of the Property. On April 4, 2023 (M.O. #19.1), the Board of Supervisors, in compliance with Government Code Sections 25520 et seq. and the Surplus Land Act, opened for public hearing, reviewed, and accepted the highest oral bid for the Property and adopted Resolution No. 2023-067. On April 5, 2023, the initial winning bidder rescinded their offer to purchase the Property.

Facilities Management – Real Estate (FM-RE) continued its efforts to market the Property and received a new and qualified bid from 891 Iowa, LLC, and FM-RE recommends approval of the bid amount of \$2,500,000 which exceeds the minimum bid amount.

On October 8, 1991, the City of Riverside adopted Resolution No. 17871 and vacated a portion of Sixth Street. This vacation was never reflected on County maps or records. Accordingly, on or about September 12, 2023, the Riverside County Assessor updated County records and maps to conform to the City's 1991 action and reflect the vacation of the right of way. In doing so, Assessor's Parcel Number 213-252-005 was changed to Assessor's Parcel Number 213-252-017.

CEQA

This conveyance is exempt, as discussed in detail in the attached Notice of Exemption, from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines sections 15312, Surplus Government Property Sales Exemption, and 15061(b)(3), "Common Sense" Exemption because the Project, as proposed, is the sale of real property consisting of an office building. The property does not have significant values for wildlife habitat or other environmental purposes, and the use of the property has not changed since the time of acquisition by the County. The action does not provide for an increase in use of the land or any development activity and would not result in any physical environmental impacts under CEQA.

Also, the proposed project is the sale of real property involving the transfer of title to the real property that is no longer needed for the use by or purposes of the County, does not have significant value for wildlife habitat or other environmental purposes and the use of the property and adjacent property has not changed since the time of acquisition by the County.

Resolution No. 2023-260, the Offer and Agreement to Purchase Real Property, and Grant Deed, have been approved as to form by County Counsel.

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

Impact on Citizens and Businesses

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

SUPPLEMENTAL:

Additional Fiscal Information

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

Sales Price	\$2,500,000
Estimated Title and Escrow Costs	\$7,693
Appraisal Costs	\$7,950
County Staff Time includes FM-RE, FM Environmental and County Counsel	\$71,374
Total Estimated Disposition Costs:	\$87,017
Total Estimated Net Proceeds	\$2,412,983

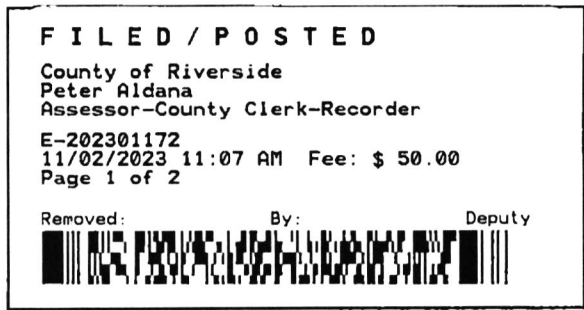
ATTACHMENTS:

- Aerial Map
- Resolution 2023-260
- Agreement of Purchase and Sale and Joint Escrow Instructions
- Grant Deed
- Notice of Exemption



Aaron Gettis, Deputy County Counsel 10/18/2023

County of Riverside
Facilities Management
3450 14th Street, Riverside, CA



NOTICE OF EXEMPTION

October 2, 2023

Project Name: County of Riverside, Authorization to Sell Real Property Located in the City of Riverside

Project Number: FM0417200413

Project Location: 3133 Mission Inn Avenue, Riverside, California, 92507, Assessor's Parcel Number (APN) 213-252-017 (formerly APN 213-252-005)

Description of Project: The subject surplus property consists of approximately 1.46 acres of land, containing an approximately 39,079 square feet office/warehouse building, commonly known as 3133 Mission Inn Avenue, Riverside, California, and identified by Assessor's Parcel Number 213-252-017, formerly APN 213-252-005 (Property). The minimum bid for this Property was established using a Fair Market Value Appraisal which set the minimum bid at \$2,440,000.

The Subject Property was Declared as Surplus Property on March 1, 2022 (M.O. #3.13). In accordance with Government Code section 54222, public agencies and all County departments were notified in writing regarding this offer to sell the Property. No agencies or departments indicated interest to purchase the Property during the requisite sixty (60) day noticing period under Government Code section 54222. The State of California Department of Housing and Community Development (HCD) determined that the County had met all requirements under the Surplus Land Act for the purpose of disposing of the surplus property. On January 10, 2023 (M.O. #3.7), the Board of Supervisors adopted Resolution No. 2023-009, Notice of Intention to Set Public Hearing for the Sale of Real Property Located in the City of Riverside and the Unincorporated Area of Palm Springs, County of Riverside, State of California, Assessor's Parcel Numbers 215-292-001, 215-292-002, 215-292-003, 215-292-004, 189-080-001, 215-092-008, 213-252-005, & 666-140-024 providing notice of intent to set a public hearing for the sale of the surplus property and invited bids to acquire the Properties at the date set for the bids to be reviewed and considered by the Board.

On April 4, 2023 (M.O. #19.1), the Board of Supervisors, in compliance with Government Code Sections 25520 et seq. and the Surplus Land Act, opened for public hearing, reviewed, and accepted the highest oral bid for the Property and adopted Resolution No. 2023-067. As of April 5, 2023, the initial winning bidder rescinded their offer to purchase the Property.

Per Resolution 2023-009, "If the successful bidder fails to purchase the Properties, the County reserves the right to take such measures as it deems appropriate to sell the Properties. The County may, but shall have no obligation to, accept the next highest bid, or successive highest bid. In the event that the County desires to accept the next highest bid or successive highest bid upon the first successful bidder failing to purchase the Properties, the authorization of the sale shall be submitted to the Board for approval on a future date." Since the successful bidder ultimately failed to perfect its offer, Facilities Management – Real Estate received a new bid after continuing to market the property from, Dan Scherneck, of 891 Iowa, LLC, and The County recommends approval of the bid amount of \$2,500,000 which exceeds the minimum bid amount. The conveyance of property to the Buyer is identified as the proposed project under the California Environmental Quality Act (CEQA). The project is limited to the sale of property and does not allow for any construction activity, change in use, or any other condition that may lead to a direct or indirect physical environmental impact at this time. Any future activity or project at the location would require additional CEQA review for any changes to the property.

10.31.2023 3.15

Name of Public Agency Approving Project: Riverside County

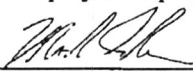
Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

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

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the sale of the Property.

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

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

Signed:  _____ **Date:** 10-2-2023
Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

2 **Resolution Number 2023-260**

3 **Authorization to Sell Real Property Located in**

4 **the City of Riverside, County of Riverside,**

5 **State of California, Assessor's Parcel Number 213-252-017 (Formerly 213-252-005)**

6
7 **WHEREAS**, the County of Riverside ("County") owns certain real property consisting of
8 approximately 1.46 acres of land, containing an approximately 39,079 square foot
9 office/warehouse building, commonly known as 3133 Mission Inn Avenue, Riverside,
10 California, and identified by Assessor's Parcel Number 213-252-017 (Formerly 213-252-005)
11 ("Property"), and more particularly legally described in Exhibit "A"; and

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

15 **WHEREAS**, on April 4, 2023, the Board of Supervisors of the County of Riverside
16 ("Board"), conducted a public hearing to sell the Property and accepted the highest oral bid on
17 the Property; and

18 **WHEREAS**, on October 8, 1991, the City of Riverside adopted Resolution No. 17871
19 and vacated a portion of Sixth Street, however this vacation was never reflected on County
20 maps or records, so on or about September 12, 2023, the Riverside County Assessor updated
21 County records and maps to conform to the City's 1991 action and reflect the vacation of the
22 right of way, which resulted in the changing of Assessor's Parcel Number 213-252-005 to
23 Assessor's Parcel Number 213-252-017; and

24 **WHEREAS**, the bidder ultimately rescinded their offer and Facilities Management –
25 Real Estate then continued to market the Property; and

26 **WHEREAS**, the County now desires to sell the Property to 891 Iowa, LLC, a California
27 limited liability company ("Buyer"), and authorize the Chair to execute the Offer and Agreement
28 to Purchase Real Property and Grant Deed on behalf of the County; and

FORM APPROVED COUNTY COUNSEL
BY  RYAND YABKO
10/18/23 DATE

1 **WHEREAS**, Buyer desires to buy the Property from the County in the amount of Two
2 Million Five Hundred Thousand Dollars (\$2,500,000); and

3 **WHEREAS**, the County has reviewed and determined the sale of the Property as
4 categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State
5 CEQA Guidelines Section 15061(b)(3), General Rule Exemption – because the proposed
6 project is the sale of real property involving the transfer of title to the real property that is no
7 longer needed for the use by or purposes of the County, does not have significant value for
8 wildlife habitat or other environmental purposes and the use of the property and adjacent
9 property has not changed since the time of acquisition by the County.

10 **BE IT RESOLVED, DETERMINED AND ORDERED** by a four-fifths vote of the Board
11 of Supervisors of the County of Riverside ("Board"), in regular session assembled on October
12 31, 2023, at 9:30 a.m. or soon thereafter, in the meeting room of the Board of Supervisors
13 located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside,
14 California, based upon a review of the evidence and information presented on the matter, as
15 it relates to the conveyance of the Property, this Board:

- 16 1. Has determined that the proposed conveyance of the Property is categorically
17 exempt from CEQA under State CEQA Guidelines Section 15061(b)(3), General
18 Rule or "Common Sense" Exemption
- 19 2. Authorizes the sale to Buyer, the following described real property by Grant Deed
20 and pursuant to the Offer and Agreement to Purchase Real Property ("Agreement")
21 the certain fee simple interest in real property located in the City of Riverside,
22 County of Riverside, State of California identified with the Assessor's Parcel
23 Number 213-252-017 (Formerly 213-252-005).

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

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

4 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board
5 authorizes a reimbursement to Facilities Management-Real Estate Division in an amount not to
6 exceed \$87,017 from the proceeds of the sale of this Property.

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

10 ROLL CALL:
11

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

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

17 KIMBERLY A. RECTOR, Clerk of said Board

18 By:  _____
19 Deputy

20
21 10.31.2023 3.15
22
23
24
25
26
27

28 JC:kt/09132023/413FM/30.991

Exhibit "A"

3133 Mission Inn Avenue, Riverside, California

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

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

TOGETHER WITH all that portion of Sixth Street as more fully defined in Resolution No. 17871, recorded on August 19, 1992 as Instrument No. 308503 of Official Records of said County.

APN: 213-252-017 (formerly 213-252-005)

Recorded at request of and return to:

Dept. to record
Grant Deed

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

JC:kt/09132023/413FM/30.990

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

PROJECT: 3133 Mission Inn Avenue
APN: 213-252-017 (formerly 213-252-005)

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("Grantor") hereby GRANTS to 891 Iowa, LLC, a Delaware limited liability company ("Grantee"), the real property in the County of Riverside, State of California, as more particularly described in that certain legal description attached hereto as Exhibit "A" and incorporated herein by this reference, subject only to matters of record ("Property").

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

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

OCT 31 2023 3.15

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

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

Dated: 10/31/23

GRANTOR:

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

By: 
Kevin Jeffries, Chair
Board of Supervisors

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
MINH C. TRAN
COUNTY COUNSEL:

By: 
Ryan Yabko
Deputy County Counsel

**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: 10/31/2023

Signature: *Breanna Smith*

Print Name: Breanna Smith, Clerk of the Board Assistant

EXHIBIT "A"
Legal Description

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

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

Together with all that portion of Sixth Street as more fully defined in Resolution No. 17871, recorded on August 19, 1992 as Instrument No. 308503 of Official Records of said County.

APN: 213-252-017 (formerly 213-252-005)

Exhibit "B"
Legal Depiction

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

SEC. 23, 24 T.2S, R.5W
CITY OF RIVERSIDE

TRA 009-005

213-25

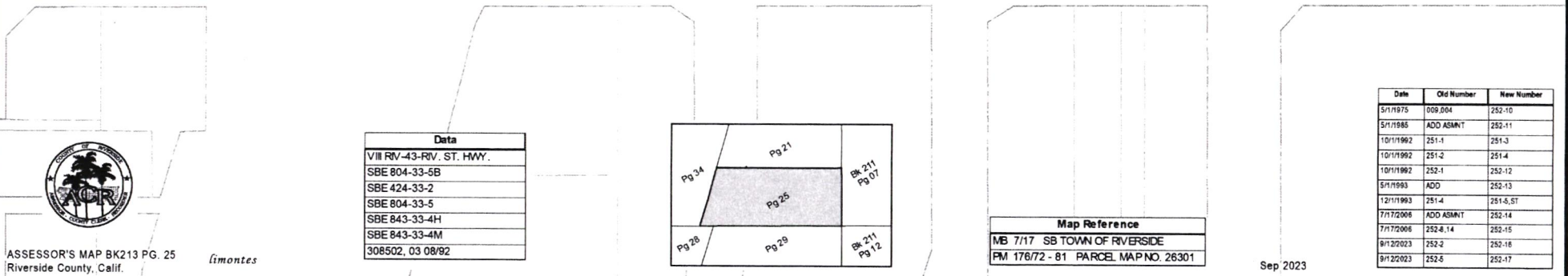
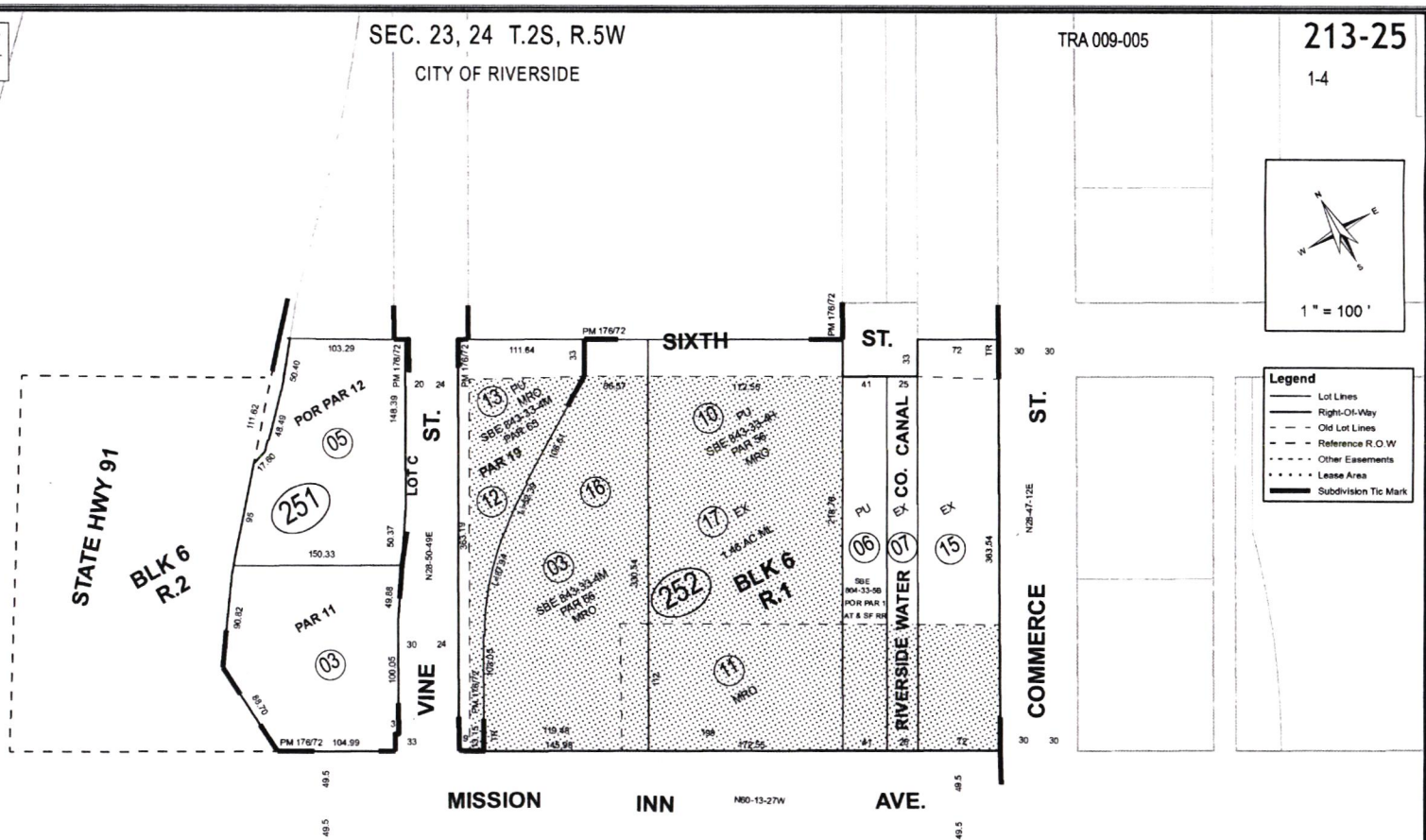
1-4



1" = 100'

Legend

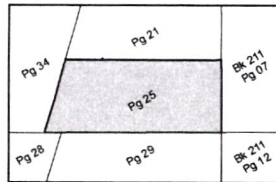
- Lot Lines
- - - Right-Of-Way
- - - Old Lot Lines
- - - Reference R.O.W
- - - Other Easements
- • • Lease Area
- Subdivision Tic Mark



ASSESSOR'S MAP BK213 PG. 25
Riverside County, Calif.

imontes

Data	
VIII RV-43-RV, ST. HWY.	
SBE 804-33-5B	
SBE 424-33-2	
SBE 804-33-5	
SBE 843-33-4H	
SBE 843-33-4M	
308502, 03 08/92	



Map Reference	
MB 7/17	SB TOWN OF RIVERSIDE
PM 176/72 - 81	PARCEL MAP NO. 26301

Date	Old Number	New Number
5/1/1975	009 004	252-10
5/1/1985	ADD ASMT	252-11
10/1/1992	251-1	251-3
10/1/1992	251-2	251-4
10/1/1992	252-1	252-12
5/1/1993	ADD	252-13
12/1/1993	251-4	251-6,5T
7/17/2006	ADD ASMT	252-14
7/17/2006	252-4,14	252-15
9/12/2023	252-2	252-16
9/12/2023	252-5	252-17

Sep 2023

FINAL

SERIAL NO. 413FM-029

BID FORMS

FOR

THE SALE OF REAL PROPERTY
LOCATED IN THE CITY OF RIVERSIDE
ASSESSOR'S PARCEL NUMBER 213-252-005

Proposal to Purchase Real Property in the City of
Riverside 9:30 a.m., April 4, 2023

COUNTY OF RIVERSIDE

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

OCT 31 2023 3.15

TABLE OF CONTENTS

Section	# of pages
A. Resolution No. 2023-009, Notice of Intention to Set Public Hearing for the Sale of Real Property located in the City of Riverside (First Supervisorial District).....	5 pages (excluding cover)
B. Instructions to Bidders.....	2 pages
C. Proposal to purchase real property located in the City of Riverside in the County of Riverside, State of California, 9:30 a.m., April 4, 2023 with Exhibit "A".....	3 pages
D. Bidder's Questionnaire.....	2 pages
E. Offer and Agreement to Purchase Real Property.....	7 pages

SECTION A

**RESOLUTION NO. 2023-009
NOTICE OF INTENTION TO SET PUBLIC HEARING FOR THE SALE OF
REAL PROPERTY LOCATED IN THE CITY OF RIVERSIDE AND THE UNINCORPORATED
AREA OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
ASSESSOR'S PARCEL NUMBERS 215-192-001, 215-192-002, 215-192-003, 215-192-004,
189-080-001, 215-092-008, 213-252-005, & 666-140-024**

COPY OF ADOPTED RESOLUTION FOLLOWS:

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

WHEREAS, the County of Riverside ("County") owns certain real property consisting of approximately 1.31 acres of land and containing an approximately 39,079 square feet industrial building situated thereon, commonly known as 3133 Mission Inn Avenue, Riverside, (the "Property") more particularly legally described in Exhibit "A", attached hereto and by this reference incorporated herein; and

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

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

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

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

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

1. The nature of the fee simple interest in real property to be sold is approximately 1.31 and acres of land, containing an approximately 39,079 square foot industrial building, identified as Assessor's Parcel Number 213-252-005, located at 3133 Mission Inn Avenue, Riverside, as described on Exhibit "A" attached hereto.

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

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

4. All sealed bids shall be for not less than Two Million Four Hundred and Forty-Thousand Dollars (\$2,440,000) and shall be accompanied or preceded by a deposit of not less than three percent (3%) of the bid amount ("Deposit"), in cash, cashier's check, or certified check as security that the successful bidder will complete the terms and conditions of the sale. Bids shall be made only upon serialized bid forms to be obtained solely from the Deputy Director of the Real Estate Division of Facilities Management.

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

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

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

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

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

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

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

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

INSTRUCTIONS TO BIDDER

1. Bids are to be made only on the basis of Resolution No. 2023-009, Notice of Intention to Set Public Hearing for the Sale of Real Property located in the City of Riverside in the County of Riverside, State of California, Assessor's Parcel Number 213-252-005 (for the "Property"). A bidder shall not be relieved of his bid nor shall any change be made in his bid because of mistakes.
2. The submittal of a bid shall be deemed evidence that the bidder has carefully examined the laws relating to County property, inspected the site, examined these instructions and is fully aware of the responsibilities of the bidder.
3. Bids should be plainly marked on the outside of a sealed envelope: "Proposal to Purchase Real Property located in the City of Riverside - 9:30 a.m., April 4, 2023."
4. Any bids may be withdrawn at any time prior to the hour fixed for the receipt of bids, provided that a request in writing, executed by the bidder, or his duly authorized representative for the withdrawal of such bid is submitted to and filed with the Clerk of the Board. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid prior to the time and date set for the receipt of bids.
5. The County reserves the right to seek supplementary information from any bidder at any time between the dates of bid submission and the bid acceptance. Bidders must be prepared to submit proof of funds in order to complete this transaction and any other information required.
6. The right to reject any and all bids, both written and oral, and to withdraw the property from sale is reserved, the offer to sell real property is not binding on County or the successful bidder until final acceptance by the Board of Supervisors.
7. Award of this sale, if it is awarded, will be to the "Highest Responsible Bidder", whose proposal complies with all requirements prescribed herein. In the selection of the "Highest Responsible Bidder", the following factors will be taken into consideration:
 - (1) The bidder's experience, reputation and business background;
 - (2) Ability and willingness to perform;
 - (3) Credit standing; and/or
 - (4) The highest purchase price offered and the highest down payment offered.
8. A bidder shall be required to submit all the documents, including the Offer and Agreement to Purchase Real Property ("Agreement"), in the bid forms package, completed and duly executed by the bidder and real estate agent, if applicable, with the requisite Deposit. In the event that the Board accepts the highest bid, the Board may authorize the sale and approve the Agreement and authorize the Chairman to execute the Agreement and the Grant Deed on the same date that the public hearing is conducted to hold the public sale of the Property.
9. The Title Company shall be selected by the County. The escrow shall close, title shall pass and possession shall be delivered within a reasonable period of time after the Board accepts the highest bid to allow for the conditions of the sale to be met. Closing costs shall be

borne by the successful bidder.

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

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

PROPOSAL TO PURCHASE REAL PROPERTY
LOCATED IN THE CITY OF RIVERSIDE
IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
April 4, 2023, 9:30 a.m.
APN 213-252-005

09/11/2023

Date of Submittal

Pursuant to Resolution No. 2023-009, Notice of Intention to Set Public Hearing for the Sale of Real Property Located in the City of Riverside of Riverside County, the undersigned bidder hereby offers to purchase the real property in the County of Riverside described in Exhibit "A" of Resolution No. 2023-009, said property consisting of approximately 1.31 acres of land, containing an approximately 39,079 square foot industrial building situated thereon, commonly known as 3133 Mission Inn Avenue, Riverside, California. The total amount hereby offered for the purchase of said property is the sum of Two Million Five Hundred Thousand \$2,500,000.00, to be paid as follows:

1. Cash down payment in the sum of \$75,000.00, including enclosed deposit.

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

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

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

Terms:

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

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

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

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

C. Title insurance shall be required as follows:

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

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

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

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

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

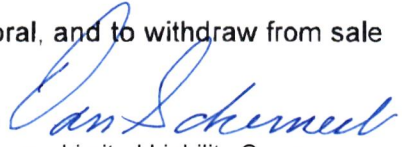
H. If, prior to the recordation of the Grant Deed to the successful bidder or his nominee, the successful bidder fails to make any payment at the time due, or to perform any covenant or agreement when such performance is required under the terms of the Resolution; then the County may, at its option,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

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

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

Dated: 9/11/2023

Digitally signed by Dan Scherneck
DN: cn=Dan Scherneck, o=891 Iowa LLC, ou=891 Iowa LLC, email=Dan.Scherneck@891iowa.com, c=US



891 Iowa LLC, a Delaware Limited Liability Company
By: Dan Scherneck
Its: President

(Bidder's Signature)

Name: 891 Iowa LLC, a Delaware Limited Liability Company

Address: 891 Iowa Ave.
Riverside, CA 92507

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

BIDDER'S QUESTIONNAIRE
INDIVIDUAL

This questionnaire is a part of your bid to purchase the real property described in Resolution No. 2023-009, Notice of Intention to Set Public Hearing for the Sale of Real Property Located in the City of Riverside, County of Riverside, State of California, Assessor's Parcel Number 213-252-005. The information contained herein is confidential and must be executed under penalty of perjury. Answer all questions in full. Use the back of each page for additional information, or attach sheets as required.

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

I. PERSONAL INFORMATION:

- A. Full name (print) Dan Scherneck
- B. Home address Ramona Dr., Fallbrook, CA 92028
- C. Home telephone no. 909 721-0497
- D. Your education High School

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

- A. Name, address, and telephone no. of business Safeway Building Systems, Inc.
891 Iowa Ave., Riverside, CA 92507
- B. What is the nature of the business? Construction
- C. How long in this business? 42 Years
- D. Are you an operator owner? If other, what is your function? Yes
Founding Principle / Board Chairman
- E. How many people do you employ or supervise? 140
- F. Who is your business landlord, and what is his address? Own
Mission Valley Bank (mortgage holder)

INDIVIDUAL

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

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

		DATES EMPLOYED		WAGES
		FROM	TO	
1.	<u>Safeway Building Systems, Inc.</u>	<u>3/11/1980</u>	<u>Present</u>	<u>\$225K</u>
	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
2.	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
3.	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
4.	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>

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

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

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

Mature relationship with Mission Valley Bank, business longevity, prior and current commercial property holdings.

Assessor's Parcel No.: 213-252-005
Property Location: 3133 Mission Inn Avenue, Riverside, California 92507

OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY

BUYER: 891 Iowa LLC A Delaware Limited Liability Company by Dan Scherneck its: President

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

For valuable consideration, BUYER has made an offer and agrees to purchase and SELLER agrees to sell the real property, hereinafter referred to as the "Property," located at 3133 Mission Inn Avenue, Riverside, California 92507, further described below in Section 1, and in the Resolution 2023-009 attached hereto as "Exhibit A," upon the terms and conditions as stated herein for the purchase price of:

Two Million Five Hundred Thousand

write out purchase price in words

(\$ 2,500,000.00)

Insert price in numbers

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

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

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

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

2. **TERMS OF OFFER.**


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

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

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

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

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

 (initial)

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

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

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

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

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

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

5. **DEPOSITS.**

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


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

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

6. **BUYER'S COSTS.**

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

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

 (initial)

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

7. **SELLER'S COSTS.**

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

7.2 All closing costs shall be borne by BUYER.

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

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

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

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


9. **TITLE.**

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

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

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

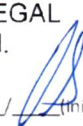
- A. Accept title in the condition it exists, without a reduction in the purchase price. Acceptance of such title by BUYER shall constitute full satisfaction of the terms of this Agreement as they relate to title, and SELLER shall in no way be liable for failure to deliver title as set forth above; or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

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

891 Iowa LLC, a Delaware Limited Liability Company. By: Dan Scherneck Its: President

Print or Type full legal name of Grantee

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

 (initial)

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

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

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

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

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

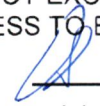
- A. Property lines and boundaries;
- B. Square footage, room dimensions, lot size, and age of property improvements;
- C. Condition of any built-in improvements, foundations, roofs, plumbing, heating, air conditioning, electrical, mechanical security, pool/spa, if any, other structural and non-structural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

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

15. **INTENTIONALLY DELETED.**

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

SELLER's Initials _____ / _____

BUYER's Initials  / _____

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

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


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

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

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

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

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

 (initial)

If to **SELLER**:

County of Riverside
Facilities Management - Real Estate
3450 14th Street, Suite 200
Riverside, CA 92501
Telephone: 951-955-4820

If to **BUYER**:

891 Iowa LLC, a Delaware Limited Liability Company,
By: Dan Scherneck Its: President

891 Iowa Ave.
Riverside CA 92507

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

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

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

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

(Signatures on the following page)


(Initial)


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

SELLER:

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

By: 
Kevin Jefferies, Chair
Board of Supervisors


BUYER:


891 Iowa LLC, a Delaware Limited Liability Company,
By: _____
Name: Dan Scherneck
Its: President

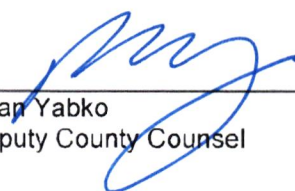
BUYER hereby submits this offer with full cognizance of the terms and conditions contained herein.

ATTEST:

Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
County Counsel

By: 
Ryan Yabko
Deputy County Counsel



(Initial)

Exhibit "A"

1 Board of Supervisors

County of Riverside

2 **Resolution Number 2023-009**

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

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

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

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

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

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

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

28

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

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

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

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

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

1 the Real Estate Division of Facilities Management.

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

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

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

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

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

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

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

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

JA:rh/113022/FM407,408,409,412,413/30.848

ATTACHMENT 1

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

ATTACHMENT 2

Address 1 - 4200 Orange Street, Riverside

PARCEL 1: (APN 215-292-001)

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

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

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

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

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

EXCEPTING therefrom that portion described as follows:

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

PARCEL 2: (APN 215-292-002; 215-292-003; 215-292-004)

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

Beginning at the Northwest corner of said Block 12;

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

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

Thence Southerly along said Westerly line 167.70 feet;

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

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

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

EXCEPTING therefrom that portion described as follows:

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

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

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

Address 2 - 5950 Wilderness Avenue, Riverside

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

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

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

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

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

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

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

APN: 189-080-001-7

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

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

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

EXCEPTING therefrom the Southerly 10 feet of said Lot 2.

Assessor's Parcel No: 215-092-008

Address 4 – 3133 Mission Inn Avenue, Riverside

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

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

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

Address 5 - 63775 Dillon Road, Palm Springs

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

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

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

Excepting the Northerly 55 feet thereof;

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

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

Exhibit "A-1"



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

County of Riverside Facilities Management Real Estate Division
3450 14th Street, 2nd Floor
Riverside, CA 92501

Title Officer: Barbara Northrup--So

email: TU65@LTIC.COM
Phone No.: (951) 248-0669
Fax No.:
File No.: 622650034

Attn: David Curtis

Your Reference No: AP 213-252-017

Property Address: (Vacant Land) Ap 213-252-017, Riverside, California

AMENDED PRELIMINARY REPORT 9-14-2023

Dated as of February 4, 2022 at 7:30 a.m.

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

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

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

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

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

SCHEDULE A

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

PRELIMINARY TITLE REPORT ONLY

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

A FEE

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

County of Riverside

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

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

EXHIBIT "A"

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

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

TOGETHER WITH all that portion of Sixth Street as more fully defined in Resolution No. 17871, recorded on August 19, 1992 as [Instrument No. 308503](#) of Official Records of said County.

[APN: 213-252-017](#) (formerly 213-252-005)

SCHEDULE B

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

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2023-2024.
- B. There were no taxes levied for the fiscal year 2022-2023 as the property was vested in a public entity.

Tax Identification No.: 213-252-005

- C. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
- D. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.
 - 1. Water rights, claims or title to water, whether or not disclosed by the public records.
 - 2. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document;

In favor of: Riverside Water Company, a corporation
Purpose: right of entry upon and right of way over said Land for all water pipes, ditches and other conduits that may be required by the Riverside Water Company.

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

- 3. Excepting and reserving unto Los Angeles & Salt Lake Railroad Company and Guaranty Trust Company of New York, their successors and assigns forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sale, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to said parties, their successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof, as contained in the Deed from Los Angeles and Salt Lake Railroad Company to Union Pacific Railroad Company, filed for record October 27, 1945 as [Instrument No. 3253](#) in [Book 702 Page 366](#) of Official Records and also reserving unto the Santa Fe Land Improvement Company in deed recorded June 6, 1945 as [Instrument No. 615](#) in Book 685, Page 93 of Official Records, Riverside County Records.

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

Redevelopment Agency: Redevelopment Agency for the City of Riverside within the Riverside Central Industrial Redevelopment Project

Recording Date: November 30, 1984

Recording No: [257394](#) of Official Records

and Recording Date: December 29, 1993

and Recording No: [520143](#) of Official Records

5. Intentionally deleted

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

Redevelopment Agency: Redevelopment Agency for the City of Riverside within the University Corridor Redevelopment Project Area

Recording Date: June 21, 2007

Recording No: [2007-0406172](#) of Official Records

7. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
8. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
9. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

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

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

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

END OF SCHEDULE B EXCEPTIONS

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

REQUIREMENTS SECTION:

NONE

INFORMATIONAL NOTES SECTION

- Note No. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.
- Note No. 2: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds deposited with the company by wire transfer may be disbursed upon receipt. Funds deposited with the company via cashier's check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with such financial institution, and the company shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the company for its services in connection with the escrow or sub-escrow.
- For wiring Instructions please contact your Title Officer or Title Company Escrow officer.**
- Note No. 3: Lawyers Title is a division of Commonwealth Land Title Insurance Company. The insurer in policies of title insurance, when issued in this transaction, will be Commonwealth Land Title Insurance Company.
- Note No. 4: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- Note No. 5: Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DDT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
- Note No. 6: Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.
- Note No. 7: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Note No. 8: The Company requires current beneficiary demands prior to closing. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:

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

Processor: slc / BN

Date Typed: February 14, 2022 / September 14, 2023

ATTACHMENT ONE

(Rev 11-04-22 (CA))

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990 (11-09-18)**

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.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)]

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE OWNER'S POLICY (02-04-22)**

EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:

- a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (07-01-2021)**EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy and We 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, or regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.

2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.

Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.

5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.

7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.

10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

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

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

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

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

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; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;

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

LIMITATIONS ON COVERED RISKS

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

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

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

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

ALTA OWNER'S POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;

- iii. the subdivision of land; or
- iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B

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.

EXCEPTIONS FROM COVERAGE

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

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

Notice of Available Discounts

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

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

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

FNF Underwritten Title Company

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

Underwritten by FNF Underwriters

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

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

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

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

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

Wire Fraud Alert

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

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

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

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

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

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

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

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2023

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

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

Collection of Personal Information

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

Collection of Browsing Information

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

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

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

Other Online Specifics

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

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

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

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

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

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

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

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

Security of Your Information

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

Choices With Your Information

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

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginqueries@ag.state.nv.us.

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

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

For Virginia Residents: For additional information about your Virginia privacy rights, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

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

International Users

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

FNF Website Services for Mortgage Loans

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

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's Privacy Inquiry Website (<https://privacyportal.onetrust.com/webform/aa4c6ea2-82de-4ea3-b17d-9d1616eb2a19/ec2647c9-e34e-4730-81e2-636b1fda0269>) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

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

FIDELITY NATIONAL FINANCIAL CALIFORNIA PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This California Privacy Notice explains how we collect, use, and disclose Personal Information, when and to whom we disclose such information, and the rights you, as a California resident ("Consumer"), have regarding your Personal Information ("California Privacy Rights"). "Personal Information" means information that identifies, relates to, describes, and is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. If FNF has collected, used, or disclosed your Personal Information in relation to a job application or employment, independent contractor, officer, owner, or director relationship with FNF, FNF's practices are discussed in our Notice at Collection for Prospective Employees, available at ***Prospective California Employees***. (<https://fnf.com/Prospective-California-Employees>)

Some subsidiaries maintain separate California Privacy Notices or privacy statements. If a subsidiary has a separate California Privacy Notice, it will be available on the subsidiary's website, and this California Privacy Notice does not apply.

Collection of categories of Personal Information:

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

- Identifiers such as name, address, telephone number, IP address, email address, account name, social security number, driver's license number, state identification card, passport number, financial information, date of birth, or other similar identifiers;
- Characteristics of protected classifications under California or Federal law;
- Commercial information, including records of personal property, products or services purchased, or other purchasing or consuming histories;
- Internet or other electronic network activity information including, but not limited to browsing history on FNF websites and information regarding a Consumer's interaction with an FNF website;
- Geolocation data;
- Professional or employment information;
- Education Information.

This Personal Information is collected from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with FNF, our affiliates, or others;
- Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities, or from internet service providers, data analytics providers, and social networks;
- Information from the use of our websites and mobile applications;
- Information we receive directly from you related to doing business with us.

This Personal Information is collected for the following business purposes:

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

Consumer Privacy Act.

Disclosures of Personal Information for a business purpose:

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

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your prior consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service Providers and non-affiliated third parties such as internet service providers, data analytics providers, and social networks; Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

Sale of Personal Information:

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

Retention Periods:

Due to the breadth and variety of data collected by FNF, it is not possible for us to provide you with a comprehensive list of timeframes during which we retain each category of Personal Information. FNF retains categories of information as reasonably necessary to satisfy the purpose for which we collect the information. This time period varies depending on the purpose for which we collected the information, the nature and frequency of our interactions and relationship with you, whether we have a legal basis to continue retaining the information, industry practices, the value and sensitivity of the information, and state and federal recordkeeping requirements.

Personal Information of minors:

FNF does not knowingly collect the Personal Information of minors. FNF does not sell or share the information of consumers under 16 years of age.

Sensitive Personal Information:

FNF does not use or disclose sensitive Personal Information for any purposes other than those specified in the California Consumer Privacy Act.

Right to know:

Consumers have a right to know about Personal Information collected, used, disclosed, shared, or sold, including the categories of such Personal Information, as well as the purpose for such collection, use, disclosure, sharing, or selling, categories of third parties to whom Personal Information is disclosed, shared or sold, and the specific pieces of Personal Information collected about the consumer. Consumers have the right to request FNF disclose what Personal Information it collected, used, and disclosed in the past 12 months, or since January 1, 2022.

Right to request deletion:

Consumers have a right to request the deletion of their Personal Information, subject to certain exceptions.

Right to Correct:

Consumers have the right to correct inaccurate Personal Information.

Right to non-discrimination:

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

Privacy Requests

To exercise any of your California Privacy Rights, or if acting an authorized agent on behalf of another individual, please visit

9d1616eb2a19/aa627f3c-451e-4ad3-aad8-8314b2c83f3e) **call us Toll Free at 888-413-1748, or write to the address at the end of this notice.**

Upon making a California Privacy Request, FNF will verify the consumer's identity by requiring an account, loan, escrow number, or other identifying information from the consumer.

The above-rights are subject to any applicable rights and obligations including both Federal and California exemptions rendering FNF, or Personal Information collected by FNF, exempt from certain CCPA requirements.

A Consumer may use an Authorized Agent to submit any CCPA request. Authorized agents' requests will be processed like any other CCPA request, but FNF will also require the Consumer provide the agent written permission to make the request and verify his or her identity with FNF.

FNF website services for mortgage loans:

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

California Privacy Notice – Effective Date:

This California Privacy Notice was last updated on January 1, 2023.

Contact for more information:

For questions or concerns about FNF's California Privacy Notice and privacy practices, or to exercise any of your California Privacy Rights, please visit California Privacy (<https://fnf.com/californiaprivacy>) call Toll Free 888-413-1748, or contact us by mail at the below address.

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

Copyright © 2023.
Financial, Inc. All Rights Reserved.

Fidelity National

EXHIBIT "B"
Legal Description

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

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

Together with all that portion of Sixth Street as more fully defined in Resolution No. 17871, recorded on August 19, 1992 as Instrument No. 308503 of Official Records of said County.

APN: 213-252-017 (formerly 213-252-005)

3133 Mission Inn Avenue

County of Riverside



Legend



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.

0 130 261 Feet

REPORT PRINTED ON...9/18/2023 12:25:27 PM

© Riverside County GIS

Notes

APN: 213-252-017 (formerly 213-252-005)

Exhibit "C"

Recorded at request of and return to:

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

JC:kt/09132023/413FM/30.990

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

PROJECT: 3133 Mission Inn Avenue
APN: 213-252-017 (formerly 213-252-005)

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("Grantor") hereby GRANTS to 891 Iowa, LLC, a Delaware limited liability company ("Grantee"), the real property in the County of Riverside, State of California, as more particularly described in that certain legal description attached hereto as Exhibit "A" and incorporated herein by this reference, subject only to matters of record ("Property").

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

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

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

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

Dated: _____

GRANTOR:

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

By: _____

Kevin Jeffries, Chair
Board of Supervisors

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
MINH C. TRAN
COUNTY COUNSEL:

By: _____
Ryan Yabko
Deputy County Counsel

EXHIBIT "A"
Legal Description

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

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

Together with all that portion of Sixth Street as more fully defined in Resolution No. 17871, recorded on August 19, 1992 as Instrument No. 308503 of Official Records of said County.

APN: 213-252-017 (formerly 213-252-005)

Exhibit "B"
Legal Depiction

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

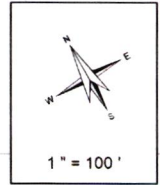
SEC. 23, 24 T.2S, R.5W

CITY OF RIVERSIDE

TRA 009-005

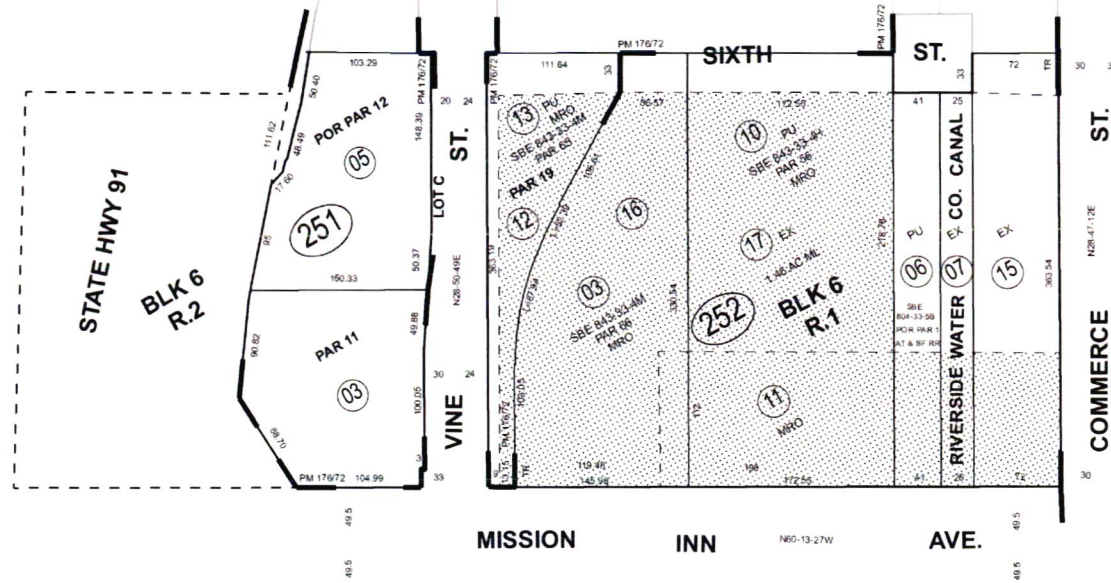
213-25

1-4



Legend

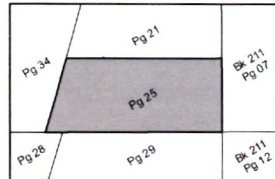
- Lot Lines
- - - Right-Of-Way
- - - Old Lot Lines
- - - Reference R.O.W
- - - Other Easements
- • • Lease Area
- ▬ Subdivision Tic Mark



ASSESSOR'S MAP BK213 PG. 25
Riverside County, Calif.

limontes

Data	
VIII RIV-43-RIV. ST. HWY.	
SBE 804-33-5B	
SBE 424-33-2	
SBE 804-33-5	
SBE 843-33-4H	
SBE 843-33-4M	
308502_03 08/92	



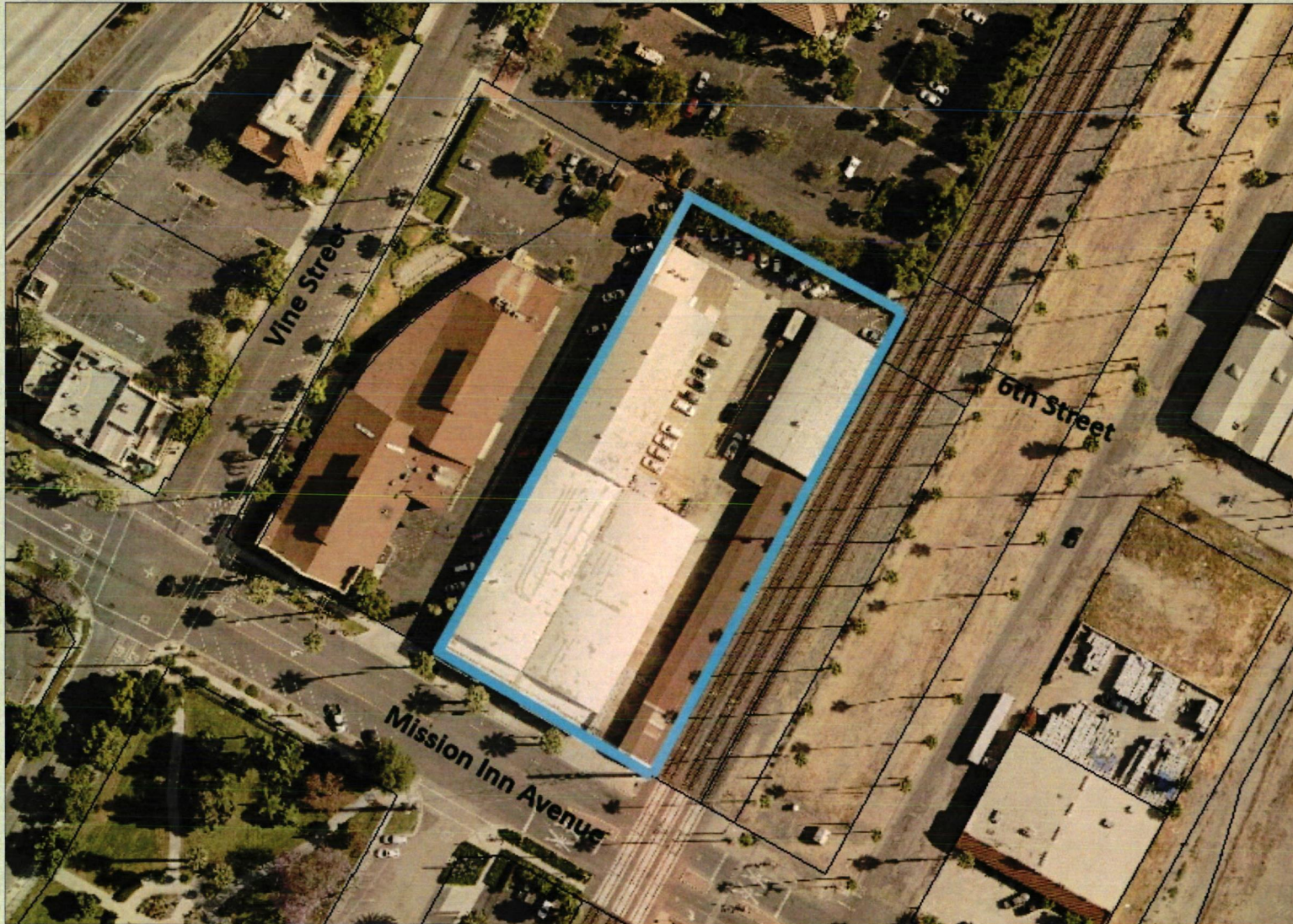
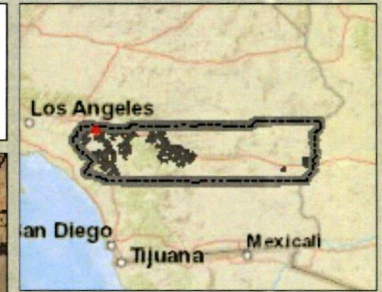
Map Reference	
MB 7/17	SB TOWN OF RIVERSIDE
PM 176/72 - 81	PARCEL MAP NO. 26301

Date	Old Number	New Number
5/1/1975	009-004	252-10
5/1/1985	ADD ASMN'T	252-11
10/1/1992	251-1	251-3
10/1/1992	251-2	251-4
10/1/1992	252-1	252-12
5/1/1993	ADD	252-13
12/1/1993	251-4	251-5 ST
7/17/2006	ADD ASMN'T	252-14
7/17/2006	252-8.14	252-15
9/12/2023	252-2	252-16
9/12/2023	252-5	252-17

Sep 2023

3133 Mission Inn Avenue, Riverside, CA 92507

County of Riverside



Legend

Parcels



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

Notes

APN: 213-252-017 (formerly 213-252-005)
District: 1
(Property outline in blue)

0 130 261 Feet

REPORT PRINTED ON... 9/20/2023 2:40:04 PM

© Riverside County GIS