

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



ITEM: 3.28
(ID # 26724)

MEETING DATE:

Tuesday, June 10, 2025

FROM : FACILITIES MANAGEMENT

SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE) and RIVERSIDE COUNTY FIRE DEPARTMENT: Approval of the Ground Lease between the County of Riverside, a political subdivision of the State of California, and the Desert Community College District, a California community college district for the Roy Wilson Desert Training Center, Assessor's Parcel Number 650-331-031; California Environmental Quality Act (CEQA) Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3); District 4. [Total Cost: \$99 - County Fire Dept. Budget Fund 10000] (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State Guidelines Section 15301 - Existing Facilities and 15061(b)(3), "Common Sense" exemption;
2. Approve the attached Ground Lease Agreement between the County of Riverside (County) and the Desert Community College District (District), for the Roy Wilson Desert Training Center located at APN: 650-331-031 and authorize the Chair of the Board to execute the document on behalf of the County;
3. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete or memorialize this transaction;
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk and the State Clearinghouse within five (5) working days of approval by the Board.

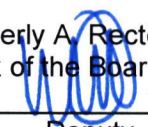
ACTION:


Vincent Yzaguirre 5/5/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: June 10, 2025
xc: FM, State Clearinghouse, Recorder

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$99	\$0	\$99	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: County Fire Dept. Budget Fund 10000			Budget Adjustment: No	
			For Fiscal Year: 2024/25- 2122/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND

Summary

The County of Riverside owns certain real property identified by Assessor’s Parcel Number 650-331-030, located at 72564 Ramon Road, Thousand Palms, CA, 92276 (County Property). The Desert Community College District, dba The College of the Desert (District), owns the adjacent property identified as Assessor’s Parcel Number 650-331-031 (District Property).

On August 20, 2007, the Riverside County Fire Department (County Fire) entered into a Memorandum of Understanding (MOU) with the District to memorialize the Parties’ intent to build a fire training facility for use by the Fire Department, the District, and other local fire agencies (Project). The Project included the construction of a large classroom, offices, and locker rooms on County Property, and a fire training tower on District Property. Together these properties form the Roy Wilson Desert Training Center (Training Center). The County, on behalf of the Fire Department, is entering this Ground Lease (Lease) with the District to satisfy the lease-back requirements outlined in Section 7 of the MOU. The MOU stipulates that the County Fire Department is responsible for all maintenance, repairs, and restoration on County & District Property as well as providing the required insurance policy.

Facilities Management (FM) requests approval of the attached Ground Lease between the County and District for a term of ninety-nine (99) years. County Counsel has approved the Lease as to form.

The Ground Lease is summarized as follows:

Location: Roy Wilson Desert Training Center

Assessor’s Parcel Number: 650-331-031

Lessee: County of Riverside

Lessor: Desert Community College District

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

Term: Ninety-Nine (99) years commencing upon full execution of agreement.

Rent: On the Effective date of this Lease, County shall pay to District \$99, constituting \$1 per year as rent during the Term of the Lease.

Maintenance: The Fire Department shall operate and provide maintenance at its sole expense.

Utilities: Provided and paid by the County of Riverside

California Environmental Quality Act

Pursuant to the California Environmental Quality Act (CEQA), the Agreement was reviewed and determined to be categorically exempt from CEQA under Guidelines Section 15301, Class 1- Existing Facilities Exemption and Section 15601(b)(3), "Common Sense" exemption. The proposed project, the Ground Lease, is the extension of letting of property involving existing facilities.

Impact on Residential and Businesses

This Lease will help facilitate operations at the Roy Wilson Desert Training Center which will help develop and train the students for the associated agencies who get to utilize the Fire Training Facility.

Additional Fiscal Information

There are no net County costs related to this payable lease agreement.

ATTACHMENTS:

- Ground Lease
- Notice of Exemption
- Aerial

059FR


Evangelina Gregorio EO, Principal Mgmt Analyst

5/29/2025


Sarah Franco, Assistant County Executive Officer

5/30/2025


Aaron Gettis, Chief of Deputy County Counsel

5/29/2025



Peter Aldana
Riverside County
Assessor-County Clerk-Recorder
2724 Gateway Drive
Riverside, CA 92507
(951) 486-7000
www.rivcoacr.org

Receipt: 25-175507

Product	Name	Extended
FISH	CLERK FISH AND GAME FILINGS	\$50.00
	# Pages	2
	Document #	E-202500514
	Filing Type	7
	State Fee Prev Charged	false
	No Charge Clerk Fee	false
F&G Notice of Exemption Fee		\$50.00
Total		\$50.00
Tender (On Account)		\$50.00
Account#	CEQARIVCOFM	
Account Name	CEQARIVCOFM - RIVERSIDE COUNTY FACILITIES MANAGEMENT	
Balance	\$3,469.00	



State of California - Department of Fish and Wildlife
2025 ENVIRONMENTAL DOCUMENT FILING FEE
CASH RECEIPT
 DFW 753.5a (REV. 01/01/25) Previously DFG 753.5a

RECEIPT NUMBER:
 25-175507
 STATE CLEARINGHOUSE NUMBER (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY COUNTY OF RIVERSIDE	LEAD AGENCY EMAIL MSULLIVAN@RIVCO.ORG	DATE 06/10/2025
COUNTY/STATE AGENCY OF FILING RIVERSIDE	DOCUMENT NUMBER E-202500514	

PROJECT TITLE

GROUND LEASE AGREEMENT WITH DESERT COMMUNITY COLLEGE DISTRICT (DCCD) AT ROY WILSON DESERT TRAINING CENTER, THOUSAND PALMS

PROJECT APPLICANT NAME RIVERSIDE COUNTY FACILITIES MANAGEMENT	PROJECT APPLICANT EMAIL MSULLIVAN@RIVCO.ORG	PHONE NUMBER (951) 955-8009
PROJECT APPLICANT ADDRESS 3450 14TH STREET, 2ND FLOOR	CITY RIVERSIDE	STATE CA
		ZIP CODE 92501

PROJECT APPLICANT (Check appropriate box)

- Local Public Agency School District Other Special District State Agency Private Entity

CHECK APPLICABLE FEES:

- Environmental Impact Report (EIR) \$4,123.50 \$ _____
 Mitigated/Negative Declaration (MND)(ND) \$2,968.75 \$ _____
 Certified Regulatory Program (CRP) document - payment due directly to CDFW \$1,401.75 \$ _____

- Exempt from fee
 Notice of Exemption (attach)
 CDFW No Effect Determination (attach)
 Fee previously paid (attach previously issued cash receipt copy)


- Water Right Application or Petition Fee (State Water Resources Control Board only) \$850.00 \$ _____
 County documentary handling fee \$ _____ \$50.00
 Other \$ _____

PAYMENT METHOD:

- Cash Credit Check Other TOTAL RECEIVED \$ _____ \$50.00

SIGNATURE X <i>C. Sandoval</i>	AGENCY OF FILING PRINTED NAME AND TITLE Deputy Cassandra Sandoval
-----------------------------------	---

County of Riverside
Facilities Management
3450 14th Street, Riverside, CA 92501

FOR COUNTY CLERK USE ONLY		
FILED / POSTED		
County of Riverside Peter Aldana Assessor-County Clerk-Recorder		
E-202500514 06/10/2025 03:01 PM Fee: \$ 50.00 Page 1 of 2		
Removed:	By:	Deputy
		

NOTICE OF EXEMPTION

January 30, 2025

Project Name: Ground Lease Agreement with Desert Community College District (DCCD) at Roy Wilson Desert Training Center, Thousand Palms

Project Number: FM0414300110

Project Location: north of Ramon Road; south of Dati Road, and west of Thelma Avenue, Thousand Palms, California; Assessor's Parcel Number (APN) 650-331-031

Description of Project: The County of Riverside owns certain real property located at 72564 Ramon Road, Thousand Palms, CA 92276 in the County of Riverside, State of California, located at Roy Wilson Desert Training Center, California, identified by Assessor Parcel Number 650-331-030 and is looking to enter into a Ground Lease for the adjacent parcel located at Assessor Parcel Number 650-331-031 (Property) with District. Both County and District previously entered a Memorandum of Understanding (MOU) dated August 20, 2007, whereby both County and District memorialized their intent to facilitate the establishment of a Public Safety Academy Fire Training Facility for the use by the DCCD and local agencies. The Ground Lease Agreement with DCCD is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is the letting of property involving existing facilities; no substantial expansion of the existing facility will occur. The operation of the facility will continue to public services. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

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

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

Document Root (Read-Only)

Selected Document

2025060495 - NOE - Ground Lease Agreement with Desert Community College District (DCCD) at Roy Wilson Desert Training Center, Thousand Palms

Riverside County
Created - 6/11/2025 | Submitted - 6/11/2025 | Posted - 6/11/2025 | Received - 6/11/2025 | Published - 6/11/2025
Whitney N Mayo

Document Details

Public Agency

Riverside County

Document Type

Notice of Exemption

Document Status

Published

Title

Ground Lease Agreement with Desert Community College District (DCCD) at Roy Wilson Desert Training Center, Thousand Palms

Document Description

The County of Riverside owns certain real property located at 72564 Ramon Road, Thousand Palms, CA 92276 in the County of Riverside, State of California, located at Roy Wilson Desert Training Center, California, identified by Assessor Parcel Number 650-331-030 and is looking to enter into a Ground Lease for the adjacent parcel located at Assessor Parcel Number 650-331-031 (Property) with District. Both County and District previously entered a Memorandum of Understanding (MOU) dated August 20, 2007, whereby both County and District memorialized their intent to facilitate the establishment of a Public Safety Academy Fire Training Facility for the use by the DCCD and local agencies. The Ground Lease Agreement with DCCD is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is the letting of property involving existing facilities; no substantial expansion of the existing facility will occur. The operation of the facility will continue to public services. No additional direct or indirect physical environmental impacts are anticipated.

Attachments (Upload Project Documents)

3.28 NOE - Ground Lease Agreement, Roy Wilson Desert Training Center, Thousand Palms.pdf

Contacts

County of Riverside Facilities Management - *Mike Sullivan*

3450 14th Street
Riverside, CA 92501
Phone : (951) 955-4820
msullivan@rivco.org

Regions

Southern California

Counties

Riverside

Cities

Thousand Palms

Location Details

Cross Streets

north of Ramon Road, south of Dati Road, and west of Thelma Avenue,

Parcel Number - 650-331-031

Other Location Info

north of Ramon Road, south of Dati Road, and west of Thelma Avenue, Thousand Palms, California;
Assessor's Parcel Number (APN) 650-331-031

Notice of Exemption

Exempt Status

Categorical Exemption

Type, Section Number or Code Number

15301

Reasons why project is exempt

The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the Ground Lease Agreement. This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to a Ground Lease Agreement that will allow for the use of fire training infrastructure at an existing fire training facility. The project will not substantially increase or expand the use of the site and is limited to the continued use of the site in a similar capacity; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines. 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.

Exempt Status

Other

Type, Section Number or Code Number

15061(b)(3)

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 Ground Lease Agreement. 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 Ground Lease will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the ongoing, existing use of the site would occur. 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.

GROUND LEASE

**Riverside County Fire Department and Desert Community College District
Roy Wilson Desert Training Center
72564 Ramon Road Thousand Palms, CA 92276.**

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County Property and Legal Description.....	Exhibit "A"
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Memorandum of Agreement.....	Exhibit "C"
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1 **GROUND LEASE**

2 **Roy Wilson Desert Training Center**

3 (72564 Ramon Road Thousand Palms, CA 92276.)

4
5 THIS GROUND LEASE, ("Lease"), is made as of the _____ day of
6 _____, _____, (the "Effective Date") by and between the County of Riverside, a
7 political subdivision of the State of California, ("County"), and the Desert Community
8 College District, a California community college district ("District"). The County and
9 District may sometimes collectively be referred to as the "Parties".

10 WHEREAS, County is the owner of record of that certain real property identified
11 as Assessor's Parcel Number 650-331-030, more commonly known as the Roy Wilson
12 Desert Training Center ("County Property"), containing Riverside County Fire
13 Department (RCFD) Station Number 35 and a public safety fire training facility
14 ("Training Facility"), consisting of 2.08 acres as shown in Exhibit "A", attached hereto
15 and by this reference incorporated herein;

16 WHEREAS, District is the owner of record of that certain real property identified
17 as Assessor's Parcel Number 650-331-031 consisting of 1.21 acres ("District
18 Property"), containing a burn tower ("Burn Tower") that is Part of the public safety fire
19 training facility in conjunction with the Training Facility, as shown in Exhibit "B",
20 attached hereto and by this reference incorporated herein;

21 WHEREAS, the Parties entered into that certain Memorandum of Understanding
22 ("MOU") dated August 20, 2007, provided as Exhibit "C", attached hereto and by this
23 reference incorporated herein, whereby the Parties memorialized their intent to
24 facilitate the establishment of a Public Safety Academy Fire Training Facility for use by
25 the College of the Desert and local agencies ("Project");

26 WHEREAS, the Project has been completed and the Parties are required to
27 enter into this Lease Agreement according to the terms and conditions outlined in
28 Section 7 of the MOU, titled "Lease-Back";

1 NOW THEREFORE, for good and valuable consideration, the receipt and
2 adequacy of which are hereby acknowledged, the County and District hereby agree as
3 follows:

4 The District leases to the County, and County leases from the District, the
5 District Property described below for the terms and upon the covenants and conditions
6 set forth in this Lease.

7 **1. Property Description.**

8 (a) The real property hereby leased consists of Assessor's Parcel Number 650-331-
9 031, the District Property, together with all roads, rights of way and easements and
10 appurtenances, whether public or private, reasonably required for the use
11 contemplated by the Parties.

12 (b) The District Property contains a Burn Tower used for research and instruction in
13 the field of public safety.

14 **2. Use.**

15 (a) The District Property is leased hereby for the exclusive purpose of
16 continual access and use of the Project by the County and the District as a fire safety
17 training facility, which requires access to the Training Facility and Burn Tower by RCFD
18 and the District. Any change to the permitted use of the District Property or the
19 improvements thereon will require the prior written consent of the District, which
20 consent may be granted or denied in the sole discretion of District.

21 (b) The District has priority on the scheduling and use of the Burn
22 Tower located on the District Property for its Public Safety Academy Fire Training
23 program. District will schedule the reserved dates and times periodically in connection
24 with the College of the Desert course offerings and schedule applicable to the Public
25 Safety Academy curriculum.

26 (c) RCFD shall have priority over the District for scheduling the use of
27 the Training Facility located on the County Property.

28 ///

1 **3. Term.**

2 (a) The term of this Lease shall be for a period of ninety-nine (99)
3 years, commencing on the "Effective Date" of this Ground Lease Agreement.

4 (b) Any holding over by County after the termination or expiration of
5 this Agreement, shall constitute a month-to-month occupancy, and all other terms and
6 conditions of this Agreement shall remain in full force and effect.

7 **4. Rent.**

8 On the Effective Date of this Lease, County shall pay to District \$99,
9 constituting \$1 per year as rent ("Rent") during the Term of the Lease.

10 **5. Improvements.**

11 (a) Title to all buildings, structures and improvements that now, or may
12 from time to time constitute a Part of the District Property including, all machinery,
13 equipment and fixtures that are now, or may from time to time be, used, or intended to
14 be used in connection with the District Property shall be and remain with District until
15 the termination of this Ground Lease Agreement.

16 (b) The Parties agree that The County may alter or improve the
17 District Property and install fixtures for the purpose of maintaining the District Property
18 and in furtherance of the intended use of the District Property herein. Future
19 alterations, improvements, or installation of fixtures to be undertaken by the County on
20 the District Property shall be subject to the prior written consent of the District after the
21 County has submitted plans for any such proposed alterations, improvements or
22 fixtures to the District in writing. Such consent shall not be unreasonably withheld by
23 the District.

24 (c) At the expiration of the Term, or any sooner termination of this Lease,
25 The County shall peaceably and quietly quit and surrender the premises to the District.
26 The County shall not be responsible for removing any improvements erected on the
27 District Property. Upon termination of this Lease, if improvements made by the County
28

1 exist on the District Property and are not promptly removed by the County, said
2 improvements shall become the property of the District.

3 **6. Right of Access.**

4 (a) District shall have rights of access and use of the District Property and
5 Burn Tower at such dates and times which are reasonably convenient for the District to
6 conduct its Public Safety Academy Fire Training program instruction. The District will
7 schedule the reserved dates and times periodically with RCFD in connection with the
8 College of the Desert course offerings and schedules applicable to the Public Safety
9 Academy curriculum. District shall have priority over RCFD for scheduling the use of
10 the District Property and Burn Tower. District's use of the District Property and Burn
11 Tower improvements shall be free of charge.

12 (b) District shall have rights of access and use of the Training Facility
13 located on the County Property, and RCFD shall provide District with reserved access
14 and use of the Training Facility, equipment, and educational amenities at such dates
15 and times which are reasonably convenient for District to conduct its Public Safety
16 Academy Fire Training program instruction. District will schedule the reserved dates
17 and times periodically with RCFD in connection with the College of the Desert course
18 offerings and schedule applicable to the Public Safety Academy curriculum. RCFD
19 shall have priority over the District for scheduling the use of the Training Facility
20 located on the County Parcel. District's use of the Training Facility shall be free of
21 charge.

22 **7. Maintenance.** The County shall, during the Term, at its own cost and
23 expense and without any cost or re-expense to District, keep and maintain all buildings
24 and improvements now or hereafter located on the District Property and all
25 appurtenances thereto in good and neat order and repair.

26
27 **8. Utilities.** The County shall pay any applicable connection charges and
28 pay for all utility services, including but not limited to, telephone, electric, and water

1 services as may be required in the maintenance, operation, and use of the District
2 Property.

3 **9. Quiet Enjoyment.** County shall have, hold, and quietly enjoy the use of
4 the District Property so long as it shall fully and faithfully perform the terms and
5 conditions that it is required to do under this Ground Lease.

6 **10. Termination by County.** County shall have the right to terminate this
7 Lease:

8 (a) In the event District commences any voluntary proceeding under
9 the Bankruptcy laws of the United States, or Lessee fails to terminate any involuntary
10 proceeding under said bankruptcy laws within ninety (90) days from the
11 commencement thereof.

12 (b) In the event that District makes a general assignment, or District's
13 interest hereunder is assigned involuntarily or by operation of law, for the benefit of
14 creditors.

15 (c) In the event District fails or refuses to perform, keep, or observe
16 any of District's duties or obligations hereunder; provided, however, that District shall
17 have thirty (30) days in which to correct District's breach or default after written notice
18 thereof has been served on District by County unless the nature of default or breach is
19 such that more than thirty (30) days are required. District shall have such additional
20 time as is reasonably required to remedy, provided remedy has commenced within the
21 thirty (30) day period, and is diligently pursued to completion.

22 **11. Termination by District.** In addition to its rights to terminate elsewhere
23 in this Lease, District shall have the right to terminate this Ground Lease in the event
24 County fails to perform, keep or observe any of its duties or obligations hereunder;
25 provided, however, that County shall have thirty (30) days in which to correct its breach
26 or default after written notice thereof has been served on it by District; provided,
27 however, if the breach or default is of a nature that requires more than thirty (30) days
28 to correct, such efforts as are necessary to make such corrections shall begin within

1 said thirty (30) day period and shall be diligently prosecuted to completion thereafter. If
2 any breach or default is not corrected after the time set forth herein, District may elect
3 to terminate this Lease in its entirety or as to any portion of the Property affected
4 thereby.

5 **12. Eminent Domain.** If any portion of the Property shall be taken by
6 eminent domain and a portion thereof remains which is usable by District and County
7 for any of the purposes set forth in Paragraph 2 herein, this Ground Lease shall, as to
8 the part taken, terminate as of the date title shall vest in the condemnor, or that date
9 prejudgment possession is obtained through a court of competent jurisdiction,
10 whichever is earlier, provided, however, in such event County reserves the right to
11 terminate this Ground Lease as of the date when title to the part taken vests in the
12 condemnor or as of such date of prejudgment possession. If all of the Property is taken
13 by eminent domain or such part be taken so that the remaining Property or any portion
14 thereof are rendered unusable for the purposes set forth in Paragraph 2 herein, then at
15 the election of District or County this Ground Lease, or that portion of the remaining
16 Property rendered unusable, shall terminate. If a part or all of the Property be so taken,
17 the compensation awarded upon such taking shall be paid to the Parties hereto in
18 accordance with the values attributable to their respective interests in such eminent
19 domain proceedings.

20 **13. Insurance.** The County shall have the sole responsibility for obtaining
21 and maintaining insurance for the District Property and the Burn Tower in a form
22 acceptable to the District and naming the District as an additional insured under the
23 Policy. The County maintains funded programs of Self-Insurance.

24 **14. Hold Harmless.**

25 (a) Except as otherwise provided herein, County represents that it has
26 inspected the Property, accepts the condition thereof in its "AS-IS" condition and fully
27 assumes any and all risks incidental to the use thereof. County shall not be liable to
28 District, its agents, employees, subcontractors or independent contractors for any

1 personal injury or property damage suffered by them which may result from hidden,
2 latent or other dangerous conditions in, on, upon or within the Property unknown to the
3 County, its officers, agents or employees.

4 (b) Each of the Parties hereto agree to defend, indemnify, and hold
5 harmless the other Party and the other Party's officers, directors, governing Board,
6 employees, and agents from any and all liability, loss or expense, including attorneys'
7 fees, arising in any way out of the failure of each Party's own representations or
8 performance under this Lease or the Party's intentional or negligent acts in connection
9 with this Lease.

10 **15. Free From Liens.** County shall pay, when due, all sums of money
11 that may become due for any labor, services, material, supplies, or equipment, alleged
12 to have been furnished or to be furnished to County, in, upon, or about the District
13 Property, and which may be secured by a mechanics', materialmen's or other lien
14 against the District Property or District's interest therein, and will cause each such lien
15 to be fully discharged and released at the time the performance of any obligation
16 secured by such lien matures or becomes due; provided, however, that if District
17 desires to contest any such lien, it may do so, but notwithstanding any such contest, if
18 such lien shall be reduced to final judgment, and such judgment or such process as
19 may be issued for the enforcement thereof is not promptly stayed, or if so stayed, and
20 said stay thereafter expires, then and in such event, District shall forthwith pay and
21 discharge said judgment.

22 **16. Estoppel Certificates.**

23 (a) District and County, at any time and from time to time during the
24 term of this Ground Lease, and any extension thereof, and within thirty (30) days after
25 request, in writing, have been given by the other Party, shall execute, acknowledge
26 and deliver to the requesting Party a statement in writing certifying that this Ground
27 Lease is unmodified and in full force and effect (or if there have been any
28 modifications, that the same is in full force and effect as modified and stating the

1 modifications). The statement shall also include the dates to which the rent and any
2 other charges have been paid in advance, that there are no defaults existing or that
3 defaults exist and the nature of such defaults. It is intended that such statement as
4 provided in this Paragraph 26 may be relied upon by any prospective encumbrancer as
5 assignee of the Property or improvements thereon or both or all or any portion or
6 portions of District's interest under this Paragraph.

7 (b) A Party's failure to execute, acknowledge and deliver on request of
8 such statement as required herein within the required time shall constitute
9 acknowledgment by such Party to all persons entitled to rely on such statement that
10 this Lease is unmodified and in full force and effect and that the rent and other charges
11 have been duly and fully paid to and including the respective due dates immediately
12 preceding the date of the notice or request and shall constitute a waiver, with respect
13 to all persons entitled to rely on such statement of any defaults that may exist before
14 the date of such notice.

15 17. **Binding on Successors.** The Parties hereto, their assigns and
16 successors in interest, shall be bound by all the terms and conditions contained in this
17 Lease, and all of the Parties hereto shall be jointly and severally liable hereunder.
18 County may not assign its rights under this Lease or sublease the District Property
19 without the prior written consent of District, which consent may be granted or denied in
20 the sole discretion of District.

21 18. **Waiver of Performance.** No waiver by either Party at any time of
22 any of the terms and conditions of this Lease shall be deemed or construed as a
23 waiver at any time thereafter of the same or of any other terms or conditions contained
24 herein or of the strict and timely performance of such terms and conditions.

25 19. **Severability.** The invalidity of any provision in this Lease as
26 determined by a court of competent jurisdiction shall in no way affect the validity of any
27 other provision hereof.

28

1 **20. Venue.** Any action at law or in equity brought by either of the
2 Parties hereto for the purpose of enforcing a right or rights provided for by this Lease
3 shall be tried in a court of competent jurisdiction in the County of Riverside, State of
4 California, and the Parties hereby waive all provisions of law providing for a change of
5 venue in such proceedings to any other county.

6 **21. Notices.** Any notices required or desired to be served by either
7 Party upon the other shall be addressed to the respective Parties as set forth below:

<u>COUNTY</u>	<u>LESSEE</u>
County of Riverside	Desert Community College District
3450 14 th Street, Suite 200	43500 Monterey Avenue
Riverside, CA 92501	Palm Desert, CA 92260
Email: FM-Leasing@rivco.org	

13 [should also include District Office-Facilities, Planning and Development, for notice]
14 or to such other addresses as from time to time shall be designated by the respective
15 Parties. Notices must be in writing and will be deemed to have been given when
16 personally delivered, sent by facsimile with receipt acknowledged, deposited with any
17 nationally recognized overnight carrier that routinely issues receipts, or deposited in
18 any depository regularly maintained by the United States Postal Service, postage
19 prepaid, certified mail, return receipt requested, addressed to the Party for whom it is
20 intended at its address set forth above.

21
22 **22. Paragraph Headings.** The Paragraph headings herein are for the
23 convenience of the Parties only, and shall not be deemed to govern, limit, modify or in
24 any manner affect the scope, meaning or intent of the provisions or language of this
25 Lease.

26 **23. County's Representative.** County hereby appoints the Director of
27 Facilities Management as its authorized representative to administer the Ground
28 Lease.

1 **24. District's Representative.** District hereby appoints the acting
2 President/Superintendent as its authorized representative to administer this Ground
3 Lease.

4 **25. Acknowledgment of Memorandum of Lease.** Upon execution of this
5 Lease by the Parties hereto, a memorandum of this Lease in a form acceptable to
6 County and Lessee shall be acknowledged by County and District in such a manner
7 that it will be acceptable by the County Recorder for recordation purposes, and
8 thereafter, District shall cause such memorandum of this Ground Lease to be recorded
9 in the Office of the County Recorder of Riverside County forthwith and furnish County
10 with a conformed copy thereof.

11 **26. Toxic Materials.**

12 (a) The District warrants that to the best of its knowledge there are no
13 hazardous substances located on or within the District Property.

14 (b) Restrictions on Lessee: Hazardous Substances. County shall not
15 cause or permit any Hazardous Substance to be used, stored, generated, or disposed
16 of on or in the District Property by County, County's agents, employees, contractors or
17 invitees, without first obtaining District's written consent, which consent may not be
18 unreasonably withheld. Materials considered hazardous that are used in the ordinary
19 course of business for the purpose of this Lease may be used as regulated by law. If
20 Hazardous Substances are used, stored, generated, or disposed of on or in the District
21 Property, or if the District Property becomes contaminated in any manner during the
22 term hereof, County shall indemnify, defend, and hold harmless the District from any
23 and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses
24 (including, without limitation, a decrease in value of the District Property, and any and
25 all sums paid for settlement of claims, attorneys', consultants', and experts' fees)
26 arising during or after the term of this Ground Lease and arising as a result of
27 such contamination by County. This indemnification includes, without limitation, any
28 and all costs incurred because of any investigation of the site or any cleanup, removal,

1 or restoration mandated by a federal, state, or local agency or political subdivision. In
2 addition, if County causes or permits the presence of any Hazardous Substance on the
3 District Property and this results in contamination, District shall promptly, at its sole
4 expense, take any and all necessary actions to return the District Property to the
5 condition existing before the presence of any such Hazardous Substance on the
6 Property.

7 (c) As used herein, "Hazardous Substance" shall include, but not be
8 limited to, substances defined as "hazardous substances," "hazardous materials," or
9 "toxic substances" in the Comprehensive Environmental Response, Compensation and
10 Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous
11 Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource
12 Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those
13 substances defined as "hazardous wastes" in Section 25117 of the California Health
14 and Safety Code or as "hazardous substances" in Section 25316 of the California
15 Health and Safety Code; and in the regulations adopted in publications promulgated
16 pursuant to said laws.

17 **27. Exhibits Incorporated by Reference.** All Exhibits attached hereto are
18 incorporated into and made a part of this Lease by reference to them herein.

19 **28. Entire Ground Lease.** This Ground Lease is intended by the Parties
20 hereto as a final expression of their understanding with respect to the subject matter
21 hereof and as a complete and exclusive statement of the terms and conditions thereof
22 and supersedes any and all prior and contemporaneous leases, agreements and
23 understandings, oral or written, in connection therewith. This Lease may be changed or
24 modified only upon the written consent of the Parties hereto.

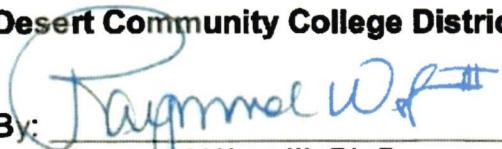
25 **29. Execution by District.** This Lease shall not be binding on District until it
26 is approved by District's Board of Trustees and signed by the Vice Chancellor of
27 Business and Financial Services.

28 ///

1 **30. Execution by County.** This Ground Lease shall not be binding or
2 consummated until its approval and execution by the County's Board of Supervisors.

3
4 DATED: JUN 10 2025

Desert Community College District

5
6 By: 
7 Raymond West III, Ph.D.
8 Interim Vice President, Admin. Services

COUNTY OF RIVERSIDE

9
10
11 By: 
12 V. Manuel Perez Chairman
13 Board of Supervisors

14 **ATTEST:**
15 Kimberly Rector
16 Clerk of the Board

17 By: 
18 Deputy

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

21 By: 
22 Braden Holly
23 Deputy County Counsel

24
25
26
27
28
JUN 10 2025 3.28

1 EXHIBIT A |

2 All that certain real property situated in the County of Riverside, State of California, described

3 as follows:

4 **PARCEL A**

5 THAT PORTION OF LOT 68 OF TRACT NO. 23558-1 AS SHOWN BY MAP IN BOOK 234, PAGES
6 70 THROUGH 75 INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF
7 CALIFORNIA, LYING WITHIN SECTION 18, TOWNSHIP 4 SOUTH, RANGE 6 EAST, SAN
8 BERNARDINO BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

9 **COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 68;**

10 **THENCE SOUTH 89°38'14" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 68 AND THE**
11 **NORTHERLY RIGHT OF WAY LINE OF RAMON ROAD 110.00 FEET WIDE A DISTANCE OF 260.48**
12 **FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;**

13 **THENCE NORTH 00°21'46" WEST 43.00 FEET;**

14 **THENCE NORTH 89°38'14" EAST 36.00 FEET;**

15 **THENCE NORTH 00°21'46" WEST 154.67 FEET;**

16 **THENCE SOUTH 89°38'14" WEST 37.00 FEET;**

17 **THENCE NORTH 00°21'46" WEST 41.33 FEET TO THE NORTHERLY LINE OF SAID LOT 68**

18 **AND THE SOUTHERLY RIGHT OF WAY LINE OF DATIL ROAD 60.00 FEET WIDE;**

19 **THENCE SOUTH 89°38'14" WEST ALONG SAID NORTHERLY LINE AND SOUTHERLY RIGHT OF**
20 **WAY LINE A DISTANCE OF 28.73 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE**
21 **SOUTH HAVING A RADIUS OF 100.00 FEET;**

22 **THENCE WESTERLY 17.87 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF**
23 **10°14'13";**

24 **THENCE SOUTH 79°24'00" WEST 41.04 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE**
25 **NORTHEAST HAVING A RADIUS OF 70.00 FEET;**

26 **THENCE NORTHWESTERLY 68.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF**
27 **55°39'24";**

28 **THENCE SOUTH 45°03'24" WEST ALONG A RADIAL LINE 23.32 FEET;**

THENCE SOUTH 89°38'14" WEST 196.13 FEET TO THE NORTHWEST CORNER OF SAID LOT 68;

THENCE SOUTH 00°04'13" EAST ALONG THE WESTERLY LINE OF SAID LOT 68 AND THE
EASTERLY RIGHT OF WAY LINE OF ROBERT ROAD 66.00 FEET WIDE A DISTANCE OF 210.38
FEET;

THENCE SOUTH 46°25'46" EAST 33.33 FEET TO THE SOUTHERLY LINE OF SAID LOT 68 AND THE
NORTHERLY RIGHT OF WAY LINE OF SAID RAMOND ROAD;

THENCE NORTH 89°38'14" EAST ALONG SAID SOUTHERLY LINE AND NORTHERLY RIGHT OF
WAY LINE A DISTANCE OF 340.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS
DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS AN AREA OF APPROXIMATELY 90,575
SQUARE FEET OR 2.079 ACRES.

EXHIBIT B

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

THAT PORTION OF LOT 68 OF TRACT NO. 23558-1 AS SHOWN BY MAP IN BOOK 234, PAGES 70 THROUGH 75 INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LYING WITHIN SECTION 18, TOWNSHIP 4 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 68;

THENCE SOUTH 89°38' 14" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 68 AND THE NORTHERLY RIGHT OF WAY LINE OF RAMON ROAD 110.00 FEET WIDE A DISTANCE OF 260.48 FEET;

THENCE NORTH 00°21'46" WEST 43.00 FEET;

THENCE NORTH 89°38'14" EAST 36.00 FEET;

THENCE NORTH 00°21'46" WEST 154.67 FEET;

THENCE SOUTH 89°38' 14" WEST 37.00 FEET;

THENCE NORTH 00°21'46" WEST 41.33 FEET TO THE NORTHERLY LINE OF SAID LOT 68 AND THE SOUTHERLY RIGHT OF WAY LINE OF DATIL ROAD 60.00 FEET WIDE;

THENCE NORTH 89°38'14" EAST ALONG SAID NORTHERLY LINE AND SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 262.90 FEET TO THE NORTHEAST CORNER OF SAID LOT 68;

THENCE SOUTH 00°01'20" EAST ALONG THE EASTERLY LINE OF SAID LOT 68 A DISTANCE OF 239.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

EXCEPTING THEREFROM ONE-SIXTEENTH OF ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS AS RESERVED BY THE UNITED STATES BY PATENT RECORDED NOVEMBER 17, 1924 IN BOOK 9 PAGE 65 OF PATENTS RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 650-331-031

EXHIBIT C

**MEMORANDUM OF UNDERSTANDING
AND ESCROW INSTRUCTIONS**
for
PUBLIC SAFETY ACADEMY FIRE TRAINING FACILITY

This MEMORANDUM OF UNDERSTANDING (this "Agreement"), dated as of August 20, 2007 for reference purposes, is entered into by and among DESERT COMMUNITY COLLEGE DISTRICT, a California community college district ("DCCD"), the RIVERSIDE COUNTY FIRE DEPARTMENT ("RCFD"), the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE ("RDA") and THE RIVERSIDE COUNTY SHERIFF'S DEPARTMENT (the "Sheriff").

RECITALS

A. RDA is the owner of a parcel of land located adjacent to the U.S. Post Office facility in Thousand Palms, California (the "Primary Parcel").

B. RCFD is planning the construction and outfitting of a new fire station and training facility (the "Fire Station" and the "Training Facility") to be located on the Primary Parcel.

C. DCCD, in connection with its College of the Desert, is designing and planning the construction of a Public Safety Academy Fire Training Facility (the "Burn Tower") for research and instruction in the field of public safety.

D. RCFD and DCCD each believe that a common location for the Fire Station, the Training Facility, and the Burn Tower will further the instructional, research and public service objectives of RCFD and DCCD in a mutually beneficial manner, consistent with their status, respectively, as a county fire department and a public education institution. And, RCFD and DCCD have determined that a common location for the Fire Station, the Training Facility, and the Burn Tower will greatly enhance each entity's ability to serve the residents of the Coachella Valley.

E. RCFD and DCCD each desire to benefit from and provide support to a project which will establish cooperation and a common location for the Fire Station, the Training Facility, and the Burn Tower (collectively, the "Project").

F. The RDA supports the concept of a common location for the Fire Station, Training Facility and Burn Tower and desires to sell a portion of the Primary Parcel (the "Academy Parcel") to DCCD for use as the Burn Tower location, and DCCD desires to purchase the Academy Parcel from RDA for said use. Furthermore, the RDA and DCCD each desire that the proceeds from the sale of the Academy Parcel by RDA be directed to the Sheriff for the purpose of constructing restrooms at the Sheriff's Firing Range.

H. The parties desire by this Agreement to set forth the terms and conditions for the purchase of the Academy Parcel by DCCD, and for the construction, operation and maintenance of the Project facilities.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Incorporation. The parties to this Agreement hereby acknowledge the Recitals above and the Exhibits attached which are incorporated herein by this reference.

2. Conditional. The force and effect of this Agreement is entirely conditional upon the sale of the Academy Parcel to DCCD. In the event that the sale of the Academy Parcel does not occur, (i) all funds and documents deposited with the Escrow Holder (defined below) shall be returned to the depositing party, (ii) the parties shall pay their respective shares of the escrow cancellation fees, if any, (iii) the parties shall pay their respective shares of Project design costs and (iv) except as expressly set forth herein, this Agreement shall have no further force and effect, and the parties shall be forever released from any and all further obligations contemplated herein.

3. The Property.

3.1 Vacant Land. The Burn Tower will be located adjacent to the site of the RCFD Fire Station and Training Facility, situated on the same Primary Parcel of land in Thousand Palms, CA. In consultation with a registered professional land surveyor (the "Surveyor"), DCCD and RDA shall mutually determine the desired size and location of the Academy Parcel within the Primary Parcel. The Surveyor shall prepare a map of the Academy Parcel together with a metes and bounds property description (the "Survey") in a form acceptable to the Title Company (defined below). Fees for the Surveyor's services and the cost of the Survey shall be borne by DCCD. Unless required as a matter of public policy, at the Close of Escrow (defined below), the Academy Parcel shall be severed from the Primary Parcel pursuant to the subdivision exemption provided by Government Code Section 66428 which provides that "(a) A parcel map shall not be required for . . . (2) Land conveyed to or from a governmental agency, [or] public entity, . . . unless . . . public policy necessitates a parcel map." (The remainder of the Primary Parcel, excluding the Academy Parcel, shall hereinafter be referred to as the "County Parcel").

3.2 Site Improvements. Prior to the Close of Escrow, RCFD shall prepare the site plans for the Primary Parcel in consultation with DCCD, and RDA shall obtain all necessary permits for locating and building the Fire Station, Training Facility and Burn Tower on the Primary Parcel. DCCD shall cooperate with RDA in order to obtain the aforesaid permits and to resolve site drainage and environmental concerns, if any. RCFD will also undertake and complete all site improvements and infrastructure for the Primary Parcel which are necessary prior to commencing construction of the Fire Station, Training Facility and Burn Tower buildings and improvements. DCCD will provide RCFD and RDA with architectural and engineering drawings and documents for the buildings and improvements to be located on the Academy Parcel, as necessary, which drawings and documents shall be prepared by board certified architectural and engineering consultants.

3.3 Fire Station and Training Facility. RDA will design and build the Fire Station and the adjoining Training Facility on the County Parcel to its specifications and at its expense. Notwithstanding the foregoing, the Training Facility shall include a teaching classroom capable of accommodating at least fifty (50) students, two (2) instructor offices adjoining the classroom, separate gender locker rooms with restroom, shower, and locker facilities, an outdoor training area, and a locking entryway which will provide direct access to the Training Facility from the exterior. The aforesaid classroom shall be designed as a "smart" classroom with appropriate computers and audio-video equipment for instruction.

3.4 The Burn Tower. DCCD will design the Burn Tower facilities on the Academy Parcel to its specifications at its expense. The design of the Burn Tower facilities shall be subject to approval of RDA, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Burn Tower facilities will consist of five components: (i) a burn/rescue tower, (ii) a confined space rescue training area, (iii) an open trench rescue training area and (iv) an outdoor demonstration area with (v) covered bleacher-type seating. DCCD will design the Burn Tower facilities to accommodate the turning radii of typical fire trucks and ladder trucks

3.5 Perimeter Wall. There shall be one security fence or wall with a consistent design surrounding the entire Primary Parcel and enclosing the Fire Station, Training Facility and the Burn Tower (the "Perimeter Wall"). The Perimeter Wall will be designed and built by RDA at its expense.

3.6 Design Considerations. The design specifications of the Fire Station, Training Facility and Burn Tower shall take into account any foreseeable impact on the U.S. Post Office facility located adjacent to the Primary Parcel.

3.7 Construction. RDA shall be responsible for all construction of the Fire Station, Training Facility and Burn Tower. Accordingly, RDA shall be responsible for selecting the general contractor (the "Contractor") and for providing all construction management services in connection with the Project. Selection of the Contractor shall conform in all respects with the California Public Contract Code, including, without limitation, Sections 1100 through 10111. The construction management services to be provided by RDA shall include, without limitation, supervising the Contractor and sub-contractors, preparation of construction budgets and construction schedules, ensuring compliance with the construction budget and construction schedule, monitoring the quality of construction and materials employed, ensuring compliance with the design specifications and architecture of the Fire Station, Training Facility and Burn Tower, arranging and supervising appropriate and timely payment of all contractors and materialmen, and ensuring suitable insurance is in force for the Project at all times. DCCD shall have the right to review and approve, in its reasonable discretion, the Contractor's qualifications, construction budget, construction schedule, insurance coverage and other project management particulars undertaken by RDA. And, DCCD shall have the right to station an inspector of record on site for purposes of approving construction methods, materials and compliance with building codes. The aforesaid DCCD inspector shall have the authority to raise reasonable objections and seek reasonable corrective measures to deficiencies during the course of construction.

3.8 Payment of Construction Costs. RDA shall be responsible for payment of all construction costs for the Project, including, without limitation, the cost of permits and entitlements, utility installations, the Contractor's fees, and material costs. DCCD shall reimburse RDA for construction costs associated with the Burn Tower from the Burn Tower Funds (defined below) to be deposited with the Escrow Holder. RDA shall transmit photocopies of invoices it has paid for construction of the Burn Tower to DCCD. DCCD shall, in turn, review said invoices for reimbursement and, upon approval, authorize the Escrow Holder to pay RDA from the Burn Tower Funds.

3.9 Burn Tower Funding. The financial obligation of DCCD for construction of the Burn Tower facilities, as provided herein, shall not to exceed Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) (the "Burn Tower Funds"). RCFD hereby agrees that any and all construction costs for the Burn Tower facilities or other improvements to the Academy Parcel which exceed the amount of the Burn Tower Funds shall be the responsibility of and shall be paid by RCFD. If, on the other hand, the construction costs of the Burn Tower are less than the Burn Tower Funds, the remaining funds shall be paid to RDA in order to offset costs incurred in connection with site improvements and RDA project management services. As a matter of demonstrating DCCD's resource commitment, DCCD shall deposit the Burn Tower Funds with the Escrow Holder on or before the Close of Escrow, for release to RDA by the Escrow Holder as set forth in the Post-Closing Instructions (defined below).

4. Purchase and Sale. At the Close of Escrow, RDA agrees to sell the Academy Parcel to DCCD, and DCCD agrees to purchase the Academy Parcel from RDA, for the price and upon all terms and conditions set forth herein.

4.1 Purchase Price. The purchase price for the Academy Parcel (the "Purchase Price") shall be One Hundred Seventy-Five Thousand and No/100 Dollars (\$175,000.00).

4.2 Payment of Purchase Price. There shall be no deposit in connection with the purchase and sale of the Academy Parcel. At the Close of Escrow, the full amount of the Purchase Price shall be paid, for the benefit of and for the account of RDA, to the Sheriff.

4.3 Title. At the Close of Escrow, RDA shall convey to DCCD fee title, subject to a reversionary condition, to the Academy Parcel by a duly executed grant deed in the form attached hereto as Exhibit "A" (the "Grant Deed"). Also at the Close of Escrow, Title Company shall issue to DCCD an ALTA Extended Owner's Policy of Title Insurance, in the coverage amount of the Purchase Price, insuring fee simple title to the Academy Parcel in DCCD, subject only to the Approved Exceptions (defined below) and containing such endorsements (the "Endorsements") as DCCD may reasonably require (the "Title Policy"). The Title Policy shall not contain any exceptions to title resulting from financing secured by the Academy Parcel or any monetary liens encumbering the Academy Parcel, excepting the lien of property taxes and assessments not yet due or delinquent, if any.

4.4 Preliminary Report. Within three (3) business days after the full execution of this Agreement, DCCD shall order, or cause to be ordered, a preliminary report on the condition of title to the Academy Parcel (the "Preliminary Report") issued by Stewart Title of

California, Inc. or such other title insurance company as may be mutually acceptable to RDA and DCCD (the "Title Company"). DCCD shall notify RDA in writing, within five (5) calendar days following DCCD's receipt of the Preliminary Report, what exceptions to title, if any, will not be accepted by DCCD. If DCCD should fail to timely provide the aforesaid notice, DCCD shall be deemed to have accepted all exceptions to title except for monetary encumbrances and liens as described above. RDA shall have five (5) calendar days after receipt of DCCD's written objections to provide DCCD with: (i) written notice that all objected exceptions will be removed on or before the Close of Escrow; or (ii) written notice that RDA elects not to cause all such exceptions to be removed. If RDA should fail to timely provide the aforesaid notice, RDA shall be deemed to have elected not to remove any such exceptions. DCCD may elect to terminate this Agreement in writing based upon exceptions to title shown by the Preliminary Report which RDA is not willing or able to remove on or before the Close of Escrow. Unless so terminated, DCCD will be deemed to take title to the Academy Parcel subject to the exceptions approved, deemed approved or not removed in accordance with this Section (the "Approved Exceptions").

4.5 Due Diligence. Upon the full execution of this Agreement and until the Close of Escrow, RDA shall afford DCCD and its authorized representatives reasonable access to the Academy Parcel for purposes of examining the physical characteristics of the property and DCCD shall have the right, at DCCD's sole cost and expense, to perform such engineering analyses, water, soils and geotechnical studies and environmental assessments as DCCD deems necessary in connection with its investigation of the Academy Parcel. DCCD may elect to terminate this Agreement in writing based upon its physical examination of the property. In the event that DCCD elects to terminate this Agreement, DCCD shall leave the Academy Parcel in substantially the same condition existing at the time of its first access thereto, subject to such disturbance as was reasonably necessary in the testing and investigation of the Academy Parcel.

4.6 Hazardous Materials. RDA represents and warrants to DCCD that it has no knowledge of the existence of any underground tanks or of any toxic substances or hazardous materials or wastes (as those terms are defined under any federal, state or local laws or regulations) located on or about the Academy Parcel.

4.7 Opening Escrow. Within three (3) business days after the full execution of this Agreement, RDA and DCCD shall open an escrow with Rhonda Oliver of Stewart Title of California, Inc. or such other escrow officer as may be mutually acceptable to RDA and DCCD (the "Escrow Holder") for the sale of the Academy Parcel and shall deposit, or cause to be deposited, this Agreement with the Escrow Holder (the "Opening of Escrow"). This Agreement shall also serve as instructions to the Escrow Holder for consummation of the purchase and sale of the Academy Parcel contemplated hereby. Upon receipt of this Agreement, the Escrow Holder shall notify RDA and DCCD of the Escrow Holder's acceptance of these escrow instructions.

4.8 Additional Documents. RDA and DCCD shall execute such additional escrow instructions as Escrow Holder may reasonably require to act as Escrow Holder, but in no event shall said additional escrow instructions increase the rights of one party against the other party hereto or modify the terms and conditions of this Agreement. In the event of any conflict between such additional escrow instructions and this Agreement, the provisions of this Agreement shall be controlling.

4.9 Closing Date Notice. DCCD, RCFD and RDA shall cooperate and coordinate those activities and obligations which must occur prior to the Close of Escrow pursuant to this Agreement. When DCCD and RDA are mutually prepared to proceed with the Close of Escrow they shall mutually execute and deliver a notice to the Escrow Holder to that effect and establish a date for the Close of Escrow not later than ten (10) business days after said notice (the "Closing Date").

4.10 Closing Costs. At the Close of Escrow, DCCD shall pay all closing costs in connection with the conveyance of the Academy Parcel. That is, DCCD shall pay the title insurance premium for the Title Policy, the cost of any Endorsements to the Title Policy and all escrow fees and miscellaneous costs (collectively, the "Closing Costs"). Because RDA and DCCD are government agencies and instrumentalities, there are no property taxes or assessments to prorate between the parties, the transaction is not subject to documentary transfer taxes pursuant to the exemption provided by Revenue and Tax Code Section 11922 and recording fees are not applicable pursuant to Government Code 27383. If the escrow is terminated, the terminating party shall be responsible to pay any fees associated with the cancellation of escrow; provided, however, that if such termination is due to a breach of this Agreement, then the breaching party shall be required to pay such cancellation fees.

4.11 Settlement Statement. The Escrow Holder shall deliver an estimated settlement statement to DCCD and RDA at least three (3) business days prior to the Closing Date. DCCD's allocation of Closing Costs as provided herein shall be paid from funds deposited with the Escrow Holder prior to the Close of Escrow.

4.12 DCCD Deliveries. At least one (1) business day prior to the Closing Date, DCCD shall deliver the following to the Escrow Holder:

- (a) DCCD shall deliver the Purchase Price in cash or immediately available funds;
- (b) DCCD shall deliver its allocation of Closing Costs, as provided above, in cash or immediately available funds
- (c) DCCD shall deliver the Burn Tower Funds in cash or immediately available funds;
- (d) DCCD shall deliver any other instruments, records, correspondence or funds called for by this Agreement or reasonably required by the Escrow Holder and not previously delivered. RDA may waive, in its sole discretion, compliance on the part of DCCD for any of the foregoing deliveries by providing a written instrument to that effect.

4.13 RDA Deliveries. At least one (1) business day prior to the Closing Date, RDA shall deliver the following to the Escrow Holder:

- (a) RDA shall deliver the Grant Deed conveying insurable title to the Academy Parcel to DCCD, which Grant Deed shall be duly executed and acknowledged in the Title Company's standard form;

(b) RDA shall deliver an affidavit pursuant to Section 1445(b)(2) of the Internal Revenue Code (the "Non-Foreign Affidavit") stating that the Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code;

(c) RDA shall deliver a properly executed California FTB Form 593-C or 593-E, as applicable (the "CA Tax Withholding Certificate"); and

(d) RDA shall deliver any other instruments, records or correspondence called for by this Agreement or reasonably required by the Escrow Holder and not previously delivered. DCCD may waive, in his sole discretion, compliance on the part of RDA for any of the foregoing deliveries by providing a written instrument to that effect.

4.14 Close of Escrow. The recording of the Grant Deed in favor of DCCD shall signify the close of escrow (the "Close of Escrow"). The Close of Escrow shall occur, if at all, on or before the Closing Date. On the Closing Date, provided that DCCD and RDA have deposited all of the matters required by this Agreement with the Escrow Holder and Title Company can and will issue the Title Policy concurrently with the Close of Escrow, Escrow Holder shall perform the following:

(a) Record the Grant Deed in the Official Records of Riverside County, obtain a conformed copy thereof for delivery to DCCD, and instruct the Office of the Recorder to return the original Grant Deed to DCCD;

(b) Deliver the Title Policy, subject only to the Approved Exceptions, issued by the Title Company to DCCD;

(c) Deliver to DCCD the Non-Foreign Affidavit;

(d) Deliver to DCCD the CA Tax Withholding Certificate;

(e) Retain the escrow fees, paid in accordance with the allocation of Closing Costs set forth above;

(f) Deliver payment of the full amount of the Purchase Price to the Sheriff, designated for the Indio Station budget by the memorandum "Org #030, Sub-Org # 2200" at the following address: _____; and

(g) Deliver such other instruments and documents as may be deposited with the Escrow Holder to the appropriate party.

(h) Hold the Burn Tower Funds in Escrow for disposition in accordance with the Post-Closing Instructions (defined below).

4.15 Possession. At the Close of Escrow, RDA shall deliver possession of the Academy Parcel to DCCD free and clear of any tenants or possessory rights of third parties.

4.16 Cancellation. In the event that the escrow established for conveyance of the Academy Parcel becomes cancelled, all funds and documents in Escrow Holder's shall be returned to the depositing party.

5. Post-Closing Escrow Instructions. Following the Close of Escrow, the Escrow Holder shall hold and distribute the Burn Tower Funds in accordance with the instructions in this Section (the "Post-Closing Instructions"). The Burn Tower Funds to be deposited by DCCD in the amount of \$2,500,000.00 shall be held in an interest bearing account for the benefit of DCCD. The Burn Tower Funds shall be applied to the construction costs of the Burn Tower facilities in the form of progress payments to RDA in reimbursement of construction costs it has incurred. Following selection of the Contractor and the execution of a construction contract, the Escrow Holder will be furnished with either a copy of the construction contract or an excerpt of the progress payment provisions therein. In accordance with such progress payment provisions, upon the written authorization of DCCD, the Escrow Holder shall pay RDA sums due and owing for the construction costs of the Burn Tower improvements to the Academy Parcel. None of the Burn Tower Funds shall be released by the Escrow Holder without the prior written authorization of DCCD. DCCD reserves the right to amend these Post-Closing Instructions from time to time as and when the particulars of the construction contract for the Burn Tower facilities have been determined.

6. Sheriff's Firing Range. Sheriff shall use the proceeds received at the Close of Escrow (in the amount of the Purchase Price, \$175,000.00) to construct restroom facilities at the Sheriff's Firing Range located in to be determined. The design, construction, maintenance and operation of the aforesaid restroom facilities shall be the sole responsibility of the Sheriff.

7. Lease-Back. Upon completion of the improvements to the Academy Parcel, RCFD will enter into a lease (the "Lease") of the Academy Parcel and improvements from DCCD for use as a fire training facility, at a rental rate of One Dollar (\$1.00) per year, for a term of ninety-nine (99) years. The Lease will be in the form of a standard commercial and industrial single-tenant net lease but will also provide the terms described in this Section below.

7.1 Reservation of DCCD. The Lease will reserve unto DCCD rights of access and use of the Academy Parcel and Burn Tower improvements at such dates and times which are reasonably convenient for DCCD to conduct its Public Safety Academy Fire Training program instruction. DCCD will schedule the reserved dates and times periodically in connection with the College of the Desert course offerings and schedule applicable to the Public Safety Academy curriculum. DCCD shall have priority over RCFD for scheduling the use of the Academy Parcel and Burn Tower improvements. DCCD's use of the Academy Parcel and Burn Tower improvements shall be free of charge.

7.2 Training Facility Access. As additional consideration under the Lease, RCFD will provide DCCD with reserved access and use of the Training Facility premises, equipment, and educational amenities at such dates and times which are reasonably convenient for DCCD to conduct its Public Safety Academy Fire Training program instruction. DCCD will schedule the reserved dates and times periodically in connection with the College of the Desert course offerings and schedule applicable to the Public Safety Academy curriculum. RCFD shall

have priority over DCCD for scheduling the use of the Training Facility. DCCD's use of the Training Facility shall be free of charge.

7.3 Maintenance and Insurance. Notwithstanding the reserved rights of DCCD for use of the Academy Parcel and Burn Tower improvements, RCFD shall have sole responsibility for maintenance, repair and restoration of the Academy Parcel and improvements, at the sole expense of RCFD. RCFD shall also have sole responsibility for obtaining and maintaining insurance for the Academy Parcel and Burn Tower improvements with coverage reasonably acceptable to DCCD and naming DCCD as an additional insured under the policy.

7.4 Permitted Use. The permitted use of the Academy Parcel under the Lease shall be for fire training instruction and research. Any change to the permitted use of the leased premises or the improvements on the Academy Parcel will require the prior written consent of DCCD, which consent may be granted or denied in the sole discretion of DCCD.

7.5 Assignment. RCFD will not have the right to assign its rights under the Lease or to sublease the premises of the Academy Parcel and Burn Tower improvements without the prior written consent of DCCD, which consent may be granted or denied in the sole discretion of DCCD.

7.6 Termination. In addition to the termination provisions of the aforesaid standard commercial and industrial single-tenant net lease, failure of RCFD to observe the rights of DCCD or to perform the obligations of RCFD set forth above in this Section will be cause for termination of the Lease, following a reasonable period of time to cure any such failure.

8. Operation and Maintenance. RCFD shall operate and maintain the Fire Station, Training Facility and Burn Tower, at its sole expense, in accordance with accepted standards and practices for such facilities. DCCD's use of the Training Facility and Burn Tower, at no cost to DCCD, shall be in accordance with the standards and practices of the College of the Desert and those of a public educational institution.

9. Indemnity. Each of the parties hereto (each an "Indemnifying Party") agree to defend, indemnify and hold harmless the other parties and the other parties' officers, directors, Board of Trustees, employees, and agents from any and all liability, loss or expense, including attorneys' fees, arising in any way out of the failure of the Indemnifying Party's representations or performance under this Agreement or the Indemnifying Party's intentional or negligent acts in connection with this Agreement.

10. Notices. Any notices required to be given or which shall be given under this Agreement shall be in writing, delivered by first-class mail or facsimile. Mailed notices shall be deemed delivered three (3) days following the date of mailing and notices transmitted by facsimile shall be deemed delivered on the date of confirmation. Notices shall be addressed to the parties as follows:

RCFD:

John R. Hawkins
County Fire Chief
Riverside County Fire Department
210 W. San Jacinto Avenue
Perris, CA 92570
Telephone: 951-940-6900
Fax: 951-940-6373
Email: John.Hawkins@fire.ca.gov

DCCD:

Jerry R. Patton
Assistant Superintendent / President
College of the Desert
43500 Monterey Avenue
Palm Desert, CA 92260
Telephone: 760-773-2511
Fax: 760-341-8678
email: JPatton@collegeofthedesert.edu

RDA:

Robin Zimfer
Executive Director
County of Riverside Redevelopment Agency
1157 Spruce Street
Riverside, CA 92507
Telephone: 951-955-8916
Fax: 951-955-6662
Email: RZimfer@Rivcoeda.org

SHERIFF:

Bob Doyle
Sheriff-Coroner
Riverside County Sheriff's Department
P.O. Box 512
Riverside, CA 92502
Telephone: 951-955-2400
Fax: 951-955-2428
Email: BDoyle@riversidesheriff.org

ESCROW HOLDER:

Rhonda K. Oliver
Stewart Title of California, Inc.
78900 Avenue 47, Suite 112
La Quinta, CA 92253
Telephone: (760) 771-4645
Fax: (760) 771-5854
email: RKOliver@stewart.com

11. Authority. Each of the parties hereto represent and warrant to the others that its execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary actions on its part and that this Agreement constitutes a legal, valid and binding obligation of the party.

12. Independent Parties. For purposes of this Agreement, the parties hereto shall be independent contractors and none shall at any time be considered an agent or employee of the other. No joint venture, partnership, or like relationship is created between the parties by this Agreement.

13. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and may be assigned only to the successors of the named parties. Any other assignment by any of the parties without prior written consent of all other parties shall be void.

14. Entire Agreement. Unless otherwise specified herein, this Agreement embodies the entire understanding of the parties for the Project and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement shall be effective unless made in writing and signed by authorized representatives of all parties.

15. Severability. If any provision of this Agreement or the application thereof to any person, place or circumstance shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

16. Brokers and Finders. The parties hereto each represent and warrant to the other that the execution of this Agreement was not induced or procured through any person, firm, or corporation acting as a broker or finder. Each party agrees to indemnify and hold the others harmless from and against any damage, liability or cost, including without limitation, reasonable attorneys' fees, arising from or in connection with any claim by any person, firm or corporation based upon their having acted as broker or finder for or in connection with this transaction on behalf of such party.

17. Time of the Essence. The parties hereto agree that time is of the essence of this Agreement.

18. Attorneys' Fees. In the event that any party to this Agreement shall bring an action against another party or parties to enforce the provisions of this Agreement or as a result of any default in the performance of any of the provisions of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party or parties all costs and expenses, including reasonable attorneys' fees, incurred by such party in connection with such action.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

20. Governing Law. This Agreement is acknowledged to have been made and shall be construed and interpreted in accordance with the laws of the State of California and the County of Riverside.

[SIGNATURE PROVISIONS ARE ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date last hereinafter written

Riverside County Fire Department

By [Signature]
Title Fire Chief
Date 7/20/07

Desert Community College District

By [Signature]
Title VP Admin Services
Date 8/20/07

**Redevelopment Agency
for the County of Riverside**

By [Signature]
Title _____
Date _____

Riverside County Sheriff's Department

By [Signature]
Title Sheriff/Coroner
Date _____

EXHIBIT "A"
GRANT DEED
(Attached)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

James C. Turney, Esq.
West Best & Krieger LLP
74-760 Highway 111, Suite 200
Indian Wells, CA 92210

MAIL TAX STATEMENTS TO:

Jerry Patton
College of the District
43500 Monterey Avenue
Palm Desert, CA 92502

Space above this line for Recorders Use

GRANT DEED

Recording Fee Exempt Cal. Gov. Code §27383

THE UNDERSIGNED GRANTOR DECLARES:

Documentary Transfer Tax is \$0.00; Exempt under Cal.Rev. & Tax Code § 11922.

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE ("Grantor") hereby GRANTS to DESERT COMMUNITY COLLEGE DISTRICT, a California community college district ("Grantee") the following described real property (the "Property") in the City of Thousand Palms, County of Riverside, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

This Grant is made on the condition that the Property shall be used for the purpose of a public safety fire training facility (a "Burn Tower"). In the event that Grantee, its successors and assigns, do not use the Property for purposes of a Burn Tower, all right, title and interest to the Property, together with all explicit and implied rights shall revert, without notice, to Grantor.

Dated: _____

REDEVELOPMENT AGENCY
FOR THE COUNTY OF RIVERSIDE

By: _____

Name: _____

Its: _____

Attest: _____

Name: _____

Its: _____

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT REAL PROPERTY SITUATE IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE,
CITY OF THOUSAND PALMS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2007, before me, a notary public, personally appeared _____ personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

SIGNATURE OF NOTARY

**** OPTIONAL SECTION ****

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document

- INDIVIDUAL(S)
- CORPORATE OFFICER(S)
 TITLE(S)
- PARTNER(S) LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

**** OPTIONAL SECTION ****

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2007, before me, a notary public, personally appeared _____ personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

SIGNATURE OF NOTARY

**** OPTIONAL SECTION ****

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document

- INDIVIDUAL(S)
- CORPORATE OFFICER(S)

 TITLE(S)
- PARTNER(S) LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

**** OPTIONAL SECTION ****

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

DESERT COMMUNITY COLLEGE DISTRICT

Warrant No. 14-885659

VENDOR NUMBER: 36143

VENDOR NAME: STEWART TITLE OF CALIFORNIA, INC

Reference	Invoice/Credit Number	Invoice Date	Payment/Credit Amount	Discount Taken	Comments
D0020565	BURN TOWER &	08/16/2007	2,675,000.00	\$0.00	
Warrant Total: \$2,675,000.00					Date issued: 08/16/2007

000020

▽ REMOVE DOCUMENT ALONG THIS PERFORATION ▽

<p>RIVERSIDE COUNTY TREASURER of Riverside, California School Commercial Warrant Account</p>	<p>Union Bank of California Government Services Division San Francisco, CA</p>	<p>11-88 1218</p>	<p>Warrant No. 14-885659</p>
<p>BY ORDER OF THE GOVERNING BOARD OF Desert Community College District</p>	<p>VOID 186 DAYS FROM Date issued: 08/16/2007</p>	<p>\$2,675,000.00</p>	
<p>Pay: TWO MILLION SIX HUNDRED SEVENTY FIVE THOUSAND AND 00/100 DOLLARS</p>	<p>To the Order of: STEWART TITLE OF CALIFORNIA, INC. 78900 AVENUE 47, SUITE 112 LA QUINTA CA 92253</p>	<p>Vendor: 36143</p>	
<p>County Superintendent of Schools</p>			

⑈ 14885659⑈ ⑆ 121000497⑆ 2740018348⑈

426

SUBMITTAL TO THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



FROM: Redevelopment Agency

SUBMITTAL DATE:
June 15, 2007

SUBJECT: Thousand Palms Fire Station and Fire Technology Training Center

RECOMMENDED MOTION: That the Board of Directors approve and authorize the Chairman to execute the attached First Amendment to the Agreement between the Redevelopment Agency for the County of Riverside ("Agency") and WLC Architects, Incorporated ("Architect").

BACKGROUND: On April 25, 2006, the Board of Directors approved the architectural agreement between the Agency and Architect for design of the Thousand Palms Fire Station and Fire Technology Training Center Project. Architect's services included complete plans and specifications, cost estimates, construction review, and various other aspects associated with construction administration. The Agency and the County Fire Department will be utilizing funds combined from both entities to construct a three (3) bay, heavy urban fire station with a 4,500 square foot training center adjacent the station. College of the Desert will be contributing to the project by using bond funds to construct a training tower to be located adjacent to the training center.

(Continued on Page 2)

Deanna Lorson
Deanna Lorson, Deputy Executive Director for Robin Zimpfer, Executive Director

RZ::DL:CC:AR:JA

PROJECTS\Thousand Palms Fire Station\Arc. & Eng. Services\BOD-WLC-AMENDED-6-12-07.dwg

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 121,125	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2007/08

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: NO

SOURCE OF FUNDS: Desert Communities Project Area (Thousand Palms Sub-Area) Redevelopment Capital Improvements Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
Jennifer L. Sargent
BY: Jennifer L. Sargent

County Executive Office Signature

Jennifer L. Sargent

- Policy
- Policy
- Consent
- Consent

Dep't Recomm.:
Per Exec. Offc.:

Prev. Agn. Ref.: 3.63, 9/27/05; 4.4, 9.4 District: 4th
4/25/06

Agenda Number:

4.3

BACKGROUND (continued): Due to the increase in the project's scope of work as well as added requests, additional compensation for architectural services is deemed appropriate by Agency staff. At the Agency's request, a number of items have been added to the scope of work outside of Architect's original contract as outlined in Exhibit A.

The requested on-site items include a trench rescue prop, confined space rescue prop, a vehicular prop area, and a large retention area on the south side of the project site. The requested off-site items consist of storm water and excess training water management. This includes studies to allow water run-off to flow into the retention basin located to the west of the project site. Additionally, the required studies include a topography survey, along with the preparation of a topography map, engineering and grading plans to increase the capacity of the basin to compensate for additional water capacity needed to accommodate the water flow from the project site, and preparation of a private storm drain plan and drawings.

Furthermore, the Agency has requested Architect to prepare a legal description and plat map for the training tower parcel. This project will also require traffic signal plans at Ramon Road, to provide better access to all response routes.

Attachment:

Exhibit A
First Amendment to Professional Services Agreement

FORM APPROVED COUNTY COUNSEL
 BY W. Victor 2/10/10
 MARSHAL VICTOR DATE

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
 REDEVELOPMENT AGENCY
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

101



SUBMITTAL DATE:
 February 18, 2010

FROM: Redevelopment Agency

SUBJECT: Thousand Palms Fire Station and Training Center Project - Notice of Completion

RECOMMENDED MOTION: That the Board of Directors:

1. Accept the Thousand Palms Fire Station and Training Center constructed by Eberhardt Construction Inc. as completed and authorize the Clerk of the Board to file the Notice of Completion; and
2. Authorize the release of the \$446,352.62 in retained funds to the contractor in accordance with the contract terms.

BACKGROUND: On June 10, 2008 the Board of Directors approved the construction agreement between Eberhardt Construction, Inc. and the Redevelopment Agency for the County of Riverside. The Project has been inspected and found to comply with all contract requirements. This board action will release the balance of the contract retention funds of \$446,352.62 to Eberhardt Construction, Inc. 35 days after the Notice of Completion is filed.

Attachment: Notice of Completion

Robert Field
 Robert Field
 Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 446,353.62	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

SOURCE OF FUNDS: Desert Communities Redevelopment Project Area Capital Improvement Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
 BY: Jennifer L. Sargent
 Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

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

Ayes: Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: Buster
 Date: March 2, 2010
 xc: RDA, CIP, Recorder

Kecia Harper-Ithem
 Clerk of the Board
 BY: [Signature]
 Deputy

Prev. Agn. Ref.: 4.4 4/25/06; 4.3 7/3/07;
 4.1 2/26/08; 4.1 6/10/08; 4.2 7/8/08

District: 4

Agenda Number:

Reviewed by
Christopher Hans
 Christopher Hans

Dept't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Departmental Concurrence

EXHIBIT D

Title Report

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

Attn: Sue Anna Schatz

Your Reference No: PR 1164723

Property Address: 650-331-031, Thousand Palms (Area), CA

Title Officer: Barbara Northrup Title Unit 65
Email: SSCHATZ@RIVCO.ORG
Phone No.: 951-248-0669
Fax No.: Riverside, CA 92501
File No.: LT6246502395



[Click here to view your LiveLOOK Title Report](#)

Key Features

of your LiveLOOK Prelim Report



Summary Page



Linked Documents



Mobile-Friendly



Flagged Items



Shortcuts

24/7 real-time access to all information related to a title insurance transaction.



Effortless, Efficient, Compliant, and Accessible

PRELIMINARY REPORT

Prelim Number:

LT6246502395



301 E. Vanderbilt Way, Suite 300
San Bernardino, CA 92408
Escrow/Customer Phone: 310-205-0206

Issuing Policies of **Commonwealth Land Title Insurance Company**

Order No.: LT6246502395

County of Riverside Facilities Management Real Estate Title Officer.: Barbara Northrup Title Unit 65
Division Phone No.: 951-248-0669
3450 14th Street, 2nd Floor Fax No.:
Riverside, CA 92501 Email: TU65@ltic.com
Attn: Sue Anna Schatz
Email: SSCHATZ@RIVCO.ORG

Ref No.: PR 1164723

Property: 650-331-031, Thousand Palms (Area), CA

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 a defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Exclusions from Coverage, and Conditions of said policy forms.

With respect to any contemplated owner's policy, the printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA/ALTA Homeowner's Policy 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.

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

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

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.

Countersigned By:

A handwritten signature in cursive script that reads 'Kent A. Koepsell'.

Authorized Officer or Agent
Kent Koepsell, County Manager

Effective date: December 12, 2024 at 07:30 AM

The form of Policy or Policies of Title Insurance contemplated by this Report is:

Preliminary Report Only

1. The estate or interest in the Land hereinafter described or referred to covered by this Report is:

A Fee

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

Desert Community College District, a California Community College District

3. The Land referred to in this Report is described as follows:

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

EXHIBIT A
Legal Description

For **APN/Parcel ID(s): 650-331-031**

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

THAT PORTION OF LOT 68 OF TRACT NO. 23558-1 AS SHOWN BY MAP IN [BOOK 234, PAGES 70](#) THROUGH 75 INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LYING WITHIN SECTION 18, TOWNSHIP 4 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 68;

THENCE SOUTH 89°38' 14" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 68 AND THE NORTHERLY RIGHT OF WAY LINE OF RAMON ROAD 110.00 FEET WIDE A DISTANCE OF 260.48 FEET;

THENCE NORTH 00°21'46" WEST 43.00 FEET;

THENCE NORTH 89°38'14" EAST 36.00 FEET;

THENCE NORTH 00°21'46" WEST 154.67 FEET;

THENCE SOUTH 89°38' 14" WEST 37.00 FEET;

THENCE NORTH 00°21'46" WEST 41.33 FEET TO THE NORTHERLY LINE OF SAID LOT 68 AND THE SOUTHERLY RIGHT OF WAY LINE OF DATIL ROAD 60.00 FEET WIDE;

THENCE NORTH 89°38'14" EAST ALONG SAID NORTHERLY LINE AND SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 262.90 FEET TO THE NORTHEAST CORNER OF SAID LOT 68;

THENCE SOUTH 00°01'20" EAST ALONG THE EASTERLY LINE OF SAID LOT 68 A DISTANCE OF 239.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

EXCEPTING THEREFROM ONE-SIXTEENTH OF ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS AS RESERVED BY THE UNITED STATES BY PATENT RECORDED NOVEMBER 17, 1924 IN [BOOK 9 PAGE 65](#) OF PATENTS RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

[APN: 650-331-031](#)

EXCEPTIONS

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

1. There were no taxes levied for the fiscal year 2024-2025 as the property was vested in a public entity.

APN: [650-331-031](#)

2. 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.
3. 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.
4. Water rights, claims or title to water, whether or not disclosed by the public records.
5. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: The State of California
Purpose: transmission lines
Recording Date: November 17, 1921
Recording No.: [Book 9, Page 65](#) of Patents
Affects: said land

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

Granted to: Southern Sierras Power Co.
Purpose: public utilities
Recording Date: July 15, 1930
Recording No.: [Book 869, Page 150](#) of Deeds
Affects: said land

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

Granted to: Henry Strelow and August Strelow
Purpose: Repairs on the well and pumping plant and water conduits
Recording Date: October 6, 1941
Recording No.: [Book 520, Page 55](#), of Official Records
Affects: Said land

8. Matters contained in that certain document

Entitled: Agreement
Dated: April 18, 1957
Executed by: Walter Bouce and Palm Springs United School District
Recording Date: July 3, 1957
Recording No.: [Book 2113, Page 370](#) of Official Records

Reference is hereby made to said document for full particulars.

9. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters shown on

Map: Record of Survey
Recording No.: [Book 14, Page 46](#), of Records of Survey

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

Granted to: GTE California, Inc.
Purpose: public utilities
Recording Date: April 17, 1990
[Recording No.:](#) [137860](#), of Official Records
Affects: said land

11. The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by said map/plat.

Affects: Ramon Road

12. Matters contained in that certain document

Entitled: Agreement
Executed by: County of Riverside and Thousand Palms 456
Recording Date: September 26, 1991
[Recording No.:](#) [334498](#), of Official Records

Reference is hereby made to said document for full particulars.

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

Granted to: Imperial Irrigation District, an irrigation district
Purpose: public utilities
Recording Date: January 9, 1992
[Recording No.:](#) [008055](#), of Official Records
Affects: said land

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

Amount: \$368,500.00
Dated: December 5, 1991
Trustor/Grantor: Thousand Palms 456, a California Limited Partnership
Trustee: Western Title Services, Inc.
Beneficiary: Charjacq, Inc., a California Corporation
Recording Date: December 18, 1991
[Recording No.:](#) [433450](#), of Official Records

Affects: The herein described Land and other land.

A notice of default under the terms of said trust deed

Executed by: Western Title Services, Inc.
Recording Date: June 8, 1992
[Recording No.:](#) [207285](#), of Official Records

A notice of trustee's sale under said deed of trust

Executed by: Western Title Services, Inc.
Time and Place of Sale: October 7, 1992 at 2:30 pm at the Sixth Street entrance to the Corona Civic Center Building, 815 West Sixth Street, Corona, California

Recording Date: September 14, 1992
Recording No.: [343210](#), of Official Records

15. Matters contained in that certain document

Entitled: Domestic Water and/or Sanitation System Installation Agreement
 Dated: January 26, 1998
 Executed by: Coachella Valley Water District, a Public Agency and Desert Aggregates, Inc.
 Recording Date: April 17, 1998
Recording No.: [150435](#), of Official Records

Reference is hereby made to said document for full particulars.

16. Recitals as shown under "General Notes" on said Tract Map, which, among other things states:

"Environmental Constraint Sheet affecting this Map is on file in the Office of the Riverside County Surveyor, in E.C.S. Book 28, Page 68"

17. 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 County of Riverside
 Recording Date: July 28, 1999
Recording No.: [337079](#), of Official Records

18. The Deed from Redevelopment Agency for the County of Riverside, a public body, corporate and politic to Desert Community College District, a California Community College District, recorded January 27, 2011, as [Instrument No. 2011-0043215](#), of Official Records.

Recites, in part, as follows:

Subject however to the following: in the event the grantee ceases to use parcel b for a burn tower and underground rescue training area or ceases to exist, then the herein described property shall revert to the redevelopment agency or its assigns free and clear of any claims of the grantee.

19. 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.

20. 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.

21. 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.

22. 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 EXCEPTIONS

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

REQUIREMENTS

1. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(ies),

Party(ies): All Parties

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

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

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

Governmental agency: Desert Community College District, a California Community College District

END OF REQUIREMENTS

INFORMATIONAL NOTES

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.
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.
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.
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.
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. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
6. Note: 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).
7. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

END OF INFORMATIONAL NOTES

Notice of Available Discounts

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective July 1, 2024

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);
- biometric data (e.g. fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics, 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 these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

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 Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

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: aginquiries@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 additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Texas Residents: For additional information about your Texas consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

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 consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, 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](#) 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

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 Companies

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

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 percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

MILITARY DISCOUNT RATE

Upon the Company being advised in writing and prior to the closing of the transaction that an active duty, honorably separated, or retired member of the United States Military or Military Reserves or National Guard is acquiring or selling an owner occupied one-to-four family property, the selling owner or acquiring buyer, as applicable, will be entitled to a discount equal to fifteen percent (15%) of the otherwise applicable rates such party would be charged for title insurance policies.

Minimum charge: Four Hundred Twenty-Five And No/100 Dollars (\$425.00)

The Company may require appropriate proof of eligibility from the parties to the transaction verifying they are entitled to the discount as described. No other discounts or special rates, or combination of discounts or special rates, shall be applicable.



Inquire before you wire!

WIRE FRAUD ALERT

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

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

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

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the 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>

ATTACHMENT ONE

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 or 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)

**ATTACHMENT ONE
(CONTINUED)**

**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)

**ATTACHMENT ONE
(CONTINUED)**

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21)
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

**ATTACHMENT ONE
(CONTINUED)**

**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

**ATTACHMENT ONE
(CONTINUED)**

**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.

**ATTACHMENT ONE
(CONTINUED)**

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

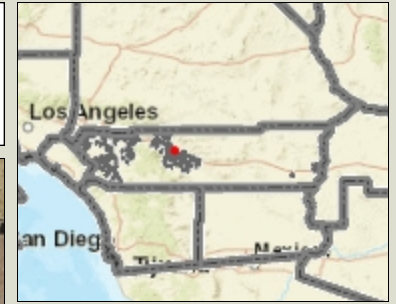
This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

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.

Exhibit A

Riverside County Fire Department



Legend

- County Boundary
- City Boundaries
- County Centerline Names
- Blueline Streams
- City Areas



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

Notes

District: 4

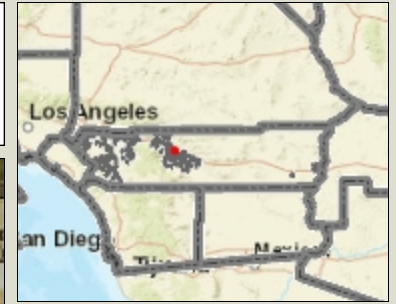
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Exhibit B

Desert Community College District



Legend

- County Boundary
- City Boundaries
- County Centerline Names
- Blueline Streams
- City Areas



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

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Notes

District: 4