

**REQUEST FOR OFFER ON REAL PROPERTY  
OWNED BY RIVERSIDE COUNTY TRANSPORTATION COMMISSION,  
APN's 279-240-008, 279-240-020, and 279-530-030  
RIVERSIDE COUNTY, CA.  
SURPLUS LAND SALE**

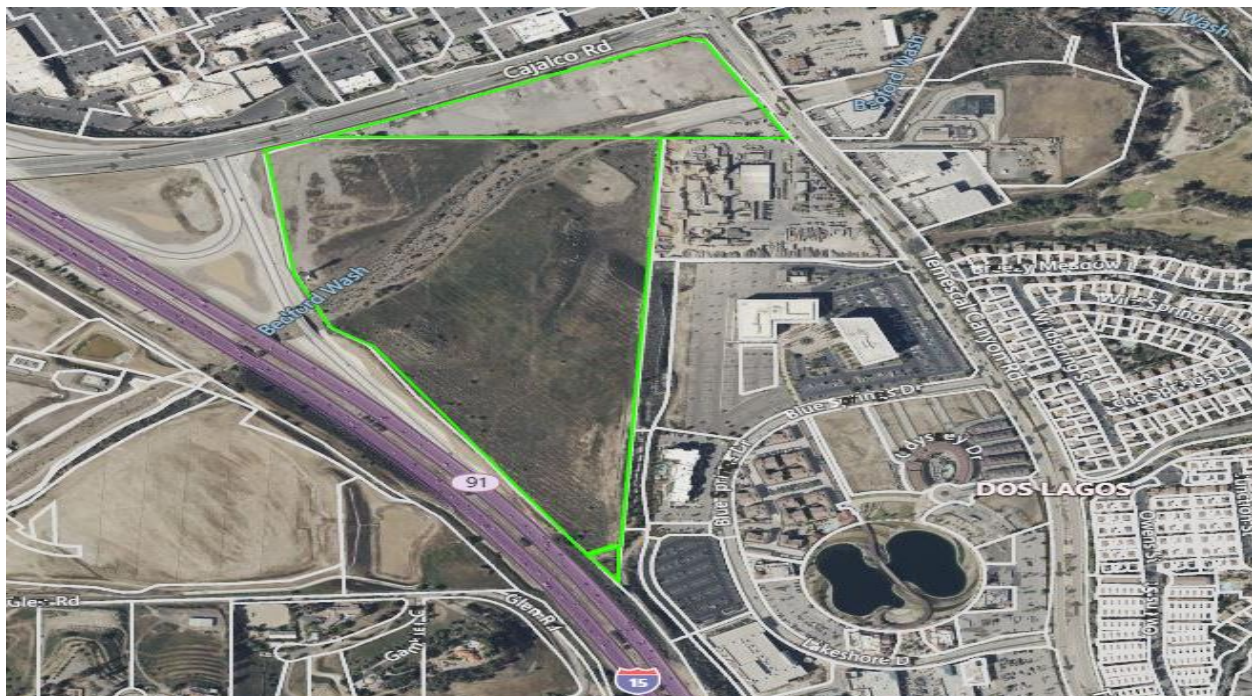
**INTRODUCTION**

Under California Government Code Section 54220-54232, Riverside County Transportation Commission (RCTC) can offer properties for sale to private individuals and companies when certain conditions are met. Prior to the disposition of property, RCTC must determine whether the property is needed for any future use and declare the property surplus. A 60-day public agency notification period is initiated for City and County agencies within the jurisdiction of the parcels. If no interest is expressed, RCTC may offer the surplus property to the open market. These conditions were met and RCTC hereby solicits requests for offers on real property located on the corner of Cajalco Road and Temescal Canyon Road, Riverside County, CA.

**GENERAL REQUIREMENTS**

**A) DESCRIPTION OF PROPERTY**

The Property is located on the corner of Cajalco Road and Temescal Canyon Road, Riverside County, CA. and consists of approximately 58.76± acres. The Assessor's Parcel Numbers related to the sale is: **279-240-008, 279-240-020, and 279-530-030**. The Property is more particularly described in Attachment "A" - Property Summary.





## **B) SELECTION CRITERIA**

RCTC will only be accepting offers made on the full site. RCTC shall use the following criteria in the selection of offers received, which in its judgment and sole discretion is the most advantageous to RCTC:

1. Price;
2. Applicant's financial capacity to purchase the Property;
3. Applicant requires minimal or no additional obligation from RCTC to prepare the Property for sale;
4. Applicant's ability to close escrow expeditiously (30 days).

## **C) OFFER CONTENTS**

Applicants shall submit a written offer consisting of the following:

- Applicant name, address and telephone number;
- Applicant background, including experience with similar purchases;
- Purchase price and proposed financing for purchase;
- An acknowledgement that the applicant has reviewed the Request for Offer and the Purchase and Sale Agreement (provided as Attachment "B"). The applicant must also include any proposed exceptions or deviations from the Request for Offer or the Purchase and Sale Agreement; and
- Signed Disclosure of Campaign Contributions to Commissioners Form (provided as Attachment "C").

## **D) OFFER SUBMISSION**

1. All interested applicants are invited to attend a property site visit on Thursday November 10, 2022 at 11:00 am.
2. Questions related to the Property or the Request for Offer can be sent to RCTC's representative, Darcy Mendoza via email at [dmendoza@epicland.com](mailto:dmendoza@epicland.com), by November 11, 2022.
3. Addendums addressing questions and corresponding responses will be posted on RCTC's website [www.rctc.org](http://www.rctc.org) under the tab: Doing Business with RCTC, Property, Available Property, or can be requested by contacting Darcy Mendoza, via email at [dmendoza@epicland.com](mailto:dmendoza@epicland.com).
4. Offers to be made for all of the land, by sending the offer to: RCTC - 4080 Lemon Street, 3rd Floor, Riverside, California 92502, Attention: Tim Green Senior Management Analyst, or emailed to Darcy Mendoza at [dmendoza@epicland.com](mailto:dmendoza@epicland.com), no later than 12:00 pm on November 28, 2022. No written offers will be accepted after 12:00 pm on this date.



5. Offers shall remain valid and shall not be withdrawn for a period of one hundred twenty (120) days following the receipt of said offer.

**E) SALES PROCESS**

1. Successful bidders will be ranked according to the selection criteria, stated on page 2, section B.

2. RCTC staff will enter into negotiations with the top ranked bidder. If negotiations with the top firm are not successful, the next ranked bidder will be contacted.

3. RCTC's Board will consider for review all recommendations submitted by staff and the negotiated offer prior to entering into a Purchase and Sale Agreement. The successful bidder will be informed in writing of their Notice of Award.

4. The successful bidder is required to enter into a written Purchase and Sale Agreement. A sample is attached as Attachment "B".

5. When the executed Purchase and Sale Agreement is received, and executed by RCTC, escrow will open for a period of 30 days. The successful bidder is allowed a 25-day review period.

6. Within 10 days after the opening of escrow, the successful bidder must deposit 3% of the purchase price into escrow.

**F) LIMITING CONDITIONS**

1. Each applicant is responsible for conducting their own independent investigation of the Property. Each applicant shall rely solely upon its own due diligence, and not rely on any information provided by RCTC or any representative thereof. The information provided by RCTC has been obtained from sources that are considered reliable, but RCTC makes no warranties, representations or guarantees of any kind with respect to the information contained therein.

2. Any sale is subject to the approval of Riverside County Transportation Commission Board.

3. All offers are considered, however, RCTC reserves the right to reject any and all offers and to cancel the sale in part or in its entirety any time prior to the execution of the Purchase and Sale Agreement.



4. The right, title and interest in the Property to be sold shall not exceed that vested in RCTC, and this sale is subject to all title exceptions and reservations whether or not of record. The successful applicant may obtain a policy of title insurance at his own expense.
5. The successful applicant shall pay 50% of customary escrow fees, the cost of a title policy, the cost of extended coverage, the cost of any documentary transfer tax, and if desired by the applicant, any additional title coverage, endorsements, or document preparation costs. RCTC will entertain offers from any interested party but will not pay for any broker commissions.
6. No warranty is made by RCTC relative to the ground locations of property lines. Should the successful bidder desire a survey of the Property, this may be accomplished by an independent survey at the purchaser's expense.
7. RCTC has not conducted an environmental study on the subject parcels, nor does it intend to do so. All applicants are responsible for independent environmental studies at their own expense.
8. The successful applicant shall be responsible for checking and complying with local zoning and building codes and ordinances.
9. RCTC conducted an appraisal on the Property. The appraised value was **\$32,532,000.00 which includes two (2) existing telecommunication towers.**
10. The Property is sold in an "as is" condition. The sale of the Property shall be made without any warranty, express or implied, and subject to all liens, easements, encumbrances and other exceptions to title, whether recorded or not. RCTC makes no representations or warranties, express or implied, concerning the condition of the Property, locations of property lines, the exact area of the Property, the condition of any improvements on the Property or any environmental condition affecting the Property. RCTC does not assume any liability for any possible encumbrances on the Property. RCTC makes no warranty as to existing or future zoning or availability of utilities.



**ATTACHMENT “A”  
PROPERTY SUMMARY**

<b>PROPERTY SUMMARY – SURPLUS LAND SALE</b>	
<b>Cajalco Road and Temescal Canyon Road, RIVERSIDE COUNTY, CA.</b>	
Assessor’s Parcel No.	279-240-008, 279-240-020, and 279-530-030
Property Rights Appraised	Fee Simple
Location	The subject Property is located on the corner of Cajalco Road and Temescal Canyon Road, in Riverside County.
Size and Shape	<p>Per the Riverside County Assessor’s Office, the subject Property is approximately 58.76± acres.</p> <p>The site is irregular in shape.</p>
Easements	We have reviewed a preliminary title report prepared by Commonwealth Land Title dated February 15, 2022 (Attachment “D”). The report identifies exceptions to title, which include various utility and access easements that are typical for a property of this type. Such exceptions would not appear to have an adverse effect on value. Our valuation assumes no adverse impacts from easements, encroachments or restrictions and further assumes that the subject has clear and marketable title. A permanent easement to Riverside County Flood Control will be given to complete upgrades to the Bedford Wash (see attached exhibits)
General Plan/Zoning	<p>The northern portion of the subject property (Parcel A) is partially zoned M2, General Manufacturing. The remainder portion of the northern portion of the subject property (Parcel A) and the entire southern portion of the subject property (Parcel B) is zoned A, Agricultural.</p> <p>The portion of the northern part of the subject property (Parcel A) has a General Plan land use designation of GI, General Industrial. The remainder portion of the northern portion (Parcel A) and the entire southern portion (Parcel B) of the subject property have a General Plan land use designation of AG, Agriculture</p>
Improvements and Access	There are two (2) existing telecommunication towers on the property. The northern portion of the subject property (Parcel A) has frontage and access along Cajalco Road and Temescal Canyon Road. The southern portion of the subject property (Parcel B) has a small access

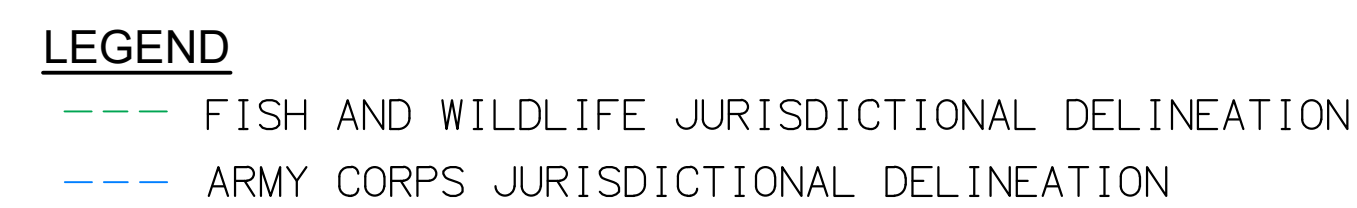


279-530-030 - 10.53 Acre  
3.39 Acre Requested ROW  
7.14 Acre Residual  
1.61 Acre TCE

279-240-020 - 47.29 Acre  
6.78 Acre Requested ROW  
40.51 Acre Residual  
3.72 Acre TCE

## Parcel 279-240-020

Right-of-Way: 10.17 Acre  
TCEs: 5.33 Acre



DATUM:  
TOPOGRAPHIC MAPPING  
COORDINATE SYSTEM:  
STATE PLANE CALIFORNIA VI  
NAD83(FEET), NAVD88(FEET)

PREPARED BY:

 *Consulting*

27042 Towne Centre Drive, Suite 110  
Foothill Ranch, CA 92610  
949.259.6770

**BEDFORD CANYON CHANNEL STAGE 1**

**PLAN VIEW**  
**ALTERNATIVE 1b**  
**W/ LEVEE REMOVAL**

FIGURE  
**1b**  
MAY 2022

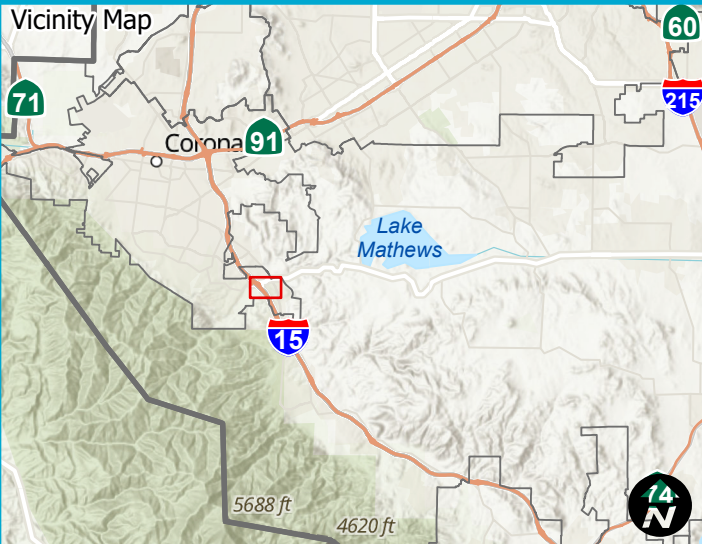
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# Surplus Land Offers: APN's 279-530-030, 279-240-020 & 279-240-008



County of Riverside, California State Parks, Esri, HERE, Garmin, SafeGraph, FAO



APN: 279-530-030, 279-240-020, 279-240-008  
 Appraised Value: \$32,532,000  
 Area: Approximately 58.17 acres (2,533,885 square feet)

Riverside County Flood Control – offer \$TBD  
 Corona-Norco Unified School District – offer \$TBD  
 Guardian Capital – offer \$TBD



	point at the very northeast corner of the site at Temescal Canyon Road and the Bedford Canyon Channel. A secondary access point to the southern portion of the subject property (Parcel B) may possibly be achieved from a bridge over the Bedford Canyon Channel from the northern portion of the subject property (Parcel A), acquiring legal access through an adjoining property to the east, or through the assemblage with adjoining lands to the east.
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**View southwest from corner of Cajalco Road and Temescal Canyon Road**





**View east across subject Parcel from freeway off-ramp**



**View southeast across subject Parcel from freeway off-ramp**





**View south at subject Parcel from Cajalco Road**



**ATTACHMENT "B"**  
**PURCHASE AND SALE AGREEMENT**



**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE AND ESCROW INSTRUCTIONS**  
**Vacant Land along Cajalco Rd. and Temescal Canyon Rd./APN NUMBER's 279-240-008,**  
**279-240-020, and 279-530-030**

**THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE AND ESCROW INSTRUCTIONS** (this "**Agreement**"), is entered into as of [INSERT DATE] ("**Effective Date**"), by and between **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**, a public agency of the State of California ("**Seller**") and [INSERT NAME OF PURCHASER] ("**Purchaser**").

Seller owns that certain vacant land ("**Property**") commonly known as Vacant Land located Cajalco Rd. and Temescal Canyon Rd. (Assessor's Parcel No. 279-240-008, 279-240-020, and 279-530-030) more particularly described on **Exhibit "A"** attached hereto and made a part hereof; and

A. Purchaser has submitted to Seller and Seller has accepted a written offer to purchase the Property ("**Offer**" – to which a form of this Agreement is attached as **Exhibit "B"**). Purchaser desires to purchase from Seller and Seller desires to sell to Purchaser all of Seller's right, title and interest in and to the Property on the terms and conditions set forth in this Agreement and in the Request for Offer on Real Property Owned by the Riverside County Transportation Commission at \_\_\_\_\_ ("**Request for Offer**"). In the event of a conflict between the terms of the Request for Offer and this Agreement, the terms of this Agreement shall prevail.

**NOW THEREFORE**, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1**  
**AGREEMENT TO PURCHASE AND SELL**

Purchaser agrees to purchase, and Seller agrees to sell, the Property at the Purchase Price (defined below) and on the terms set forth herein. In furtherance thereof Seller agrees to convey to Purchaser title to the Property together with all existing privileges, rights (including mineral rights to the extent they are transferable by Seller), easements, hereditaments, and appurtenances thereto belonging; and all right, title and interest of Seller in and to any streets, alleys, passages and other rights-of-way included therein or adjacent thereto (before or after the vacation thereof) by a recordable Grant Deed substantially in form and content as set forth in **Exhibit "C"** attached hereto ("**Grant Deed**").

**ARTICLE 2 ESCROW**

**2.1 Escrow.** This sale shall be closed through an escrow with Commonwealth Land Title ("**Escrow Holder**"). This Agreement shall constitute the instructions of the parties to Escrow Holder. Payment of the Purchase Price (after giving Purchaser credit for the Earnest Money



Deposit – all as defined below) and delivery of the Grant Deed and other closing documents shall be made through the Escrow. Each party shall have the right to inspect all documents prior to or at the time of deposit in the Escrow. The fee for the Escrow shall be allocated between Seller and Purchaser as set forth in Section 2.5 below.

**2.2 Purchase Price.** The purchase price ("**Purchase Price**") to be paid by Purchaser to Seller for the Property shall be \_\_\_\_\_ (\$\_\_\_\_\_). The Purchase Price, less the Earnest Money Deposit and plus or minus any adjustments, credits or prorations provided for herein, shall be paid at the Closing, at Seller's option by cashier's or certified check or by wire transfer of current funds.

**2.3 Opening of Escrow.** Upon full execution of this Agreement, Seller and Purchaser shall open an Escrow by depositing with Escrow Holder a copy of this Agreement fully executed or executed in counterparts by the parties, subject to the provisions Section 2.12 below. The "**Opening of Escrow**" shall occur on that date when Escrow Holder receives a fully executed copy or executed counterparts of this Agreement and the Offer. Upon receipt of this signed Agreement and the Offer, Escrow Holder will execute the "**Acceptance**" attached hereto and will notify Seller and Purchaser of the date of Opening of Escrow as well as the other dates described herein that are based on the date of Opening of Escrow.

**2.4 Earnest Money Deposit.** Within ten (10) days following Opening of Escrow, Purchaser shall deposit into Escrow **\$0.00**, ("**Deposit**"). The Deposit shall be the "**Earnest Money Deposit**" under this Agreement. The total Earnest Money Deposit shall remain in escrow and refundable during the 25-day Review Period, as defined in paragraph 3.1, below. Upon waiver of contingencies, the deposit shall be released to Seller without any additional instruction. Except for a termination caused by a material breach of this Agreement by Seller, the Earnest Money Deposit shall be non-refundable to Purchaser after the 25-day Review Period and applicable to the Purchase Price at Close of Escrow; provided, however, that any interest earned on the Earnest Money Deposit shall not apply toward the Purchase Price and will also be non-refundable to Purchaser except in the event of a termination resulting from a material breach of this Agreement by Seller.

**2.5 Closing Costs.** Costs of Escrow shall be paid as follows:

**2.5.1 By Seller.** Seller will pay one-half (1/2) of customary escrow fees, and recording fees.

**2.5.2 By Purchaser.** Purchaser will pay one-half (1/2) of customary escrow fees, CLTA title insurance premium, the cost of extended title coverage, if desired by Purchaser, and any additional title coverage or endorsements which Purchaser may desire, documentary transfer tax and any document preparation costs.



No recording fees will be payable with respect to the recording of the Grant Deed, pursuant to Government Code Section 27383. Each party will be responsible for payment of its own attorneys' fees with respect to the negotiation and preparation of this Agreement.

**2.6 Close of Escrow.** The performance by Seller and Purchaser of their respective obligations under this Agreement (directly or through the completion of the escrow deposits required of them to be made), delivery of the Purchase Price to Seller by Escrow Holder after recording of the Grant Deed (upon the Title Insurer's commitment to issue the Title Policy to Purchaser) and delivery of possession of the Property to Purchaser shall constitute the closing of the sale ("**Closing**" or "**Close of Escrow**"). The date of the Closing ("**Closing Date**") shall be on or before thirty (30) days after Opening of Escrow.

**2.7 Real Property Taxes; Closing Prorations and Adjustments.** The parties acknowledge that because of Seller's status as a public entity, the Property has not been subject to real property taxation during Seller's period of ownership. Purchaser will become liable for real property taxes and assessments with respect to the Property from and after Close of Escrow, to the extent that such taxes and assessments relate to periods following Close of Escrow. All items of income or expense, if any, shall be prorated according to prevailing local custom in Riverside County, California. All prorations are final.

**2.8 Documents To Be Delivered By Seller At Closing.** At the Closing, Seller shall deliver or cause to be delivered to Purchaser through the Escrow, the following, each of which shall be in form reasonably satisfactory to Purchaser:

**2.8.1** A duly executed and acknowledged Grant Deed to the Property in the form attached hereto as **Exhibit "B"**; Seller; and

**2.8.2** All other documents (if any) required to be executed and delivered by Seller; and

**2.8.3** Such other instruments and documents as may be reasonably required in order to carry out the purposes of this Agreement.

**2.9 Documents To Be Delivered By Purchaser At Closing.** At the Closing Purchaser shall deliver through the Escrow, the following, each of which shall be in form reasonably satisfactory to Seller:

**2.9.1** The Purchase Price, plus or minus adjustments, credits and prorations provided for herein; and

**2.9.2** A Documentary Transfer Tax Affidavit as required by the Riverside County Assessor-County Clerk-Recorder;

**2.9.3** A Preliminary Change of Ownership Report; and



**2.9.4** Such other instruments and documents as may be reasonably required in order to carry out the purpose of this Agreement.

**2.10 Conditions to Seller's Obligations.** The Closing and Seller's obligations to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions (or Seller's waiver thereof) which are for Seller's sole benefit, on or prior to the dates designated below for the satisfaction of such conditions, or the Closing in absence of a specified date:

**2.10.1 Purchaser's Obligations.** As of the Closing, Purchaser shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Purchaser; and

**2.10.2 Purchaser's Representations.** As of the Closing, all representations and warranties made by Purchaser to Seller in this Agreement shall be true and correct as of the Closing.

**2.11 Conditions to Purchaser's Obligations.** The Closing and Purchaser's obligations to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions (or Purchaser's waiver thereof) which are for Purchaser's sole benefit, on or prior to the dates designated below for the satisfaction of such conditions, or the Closing in absence of a specified date:

**2.11.1 Seller's Obligations.** As of the Closing, Seller shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Seller; and

**2.11.2 Seller's Representations.** As of the Closing, all representations and warranties made by Seller to Purchaser in this Agreement shall be true and correct as of the Closing.

**2.12 Electronic Signatures.** Escrow Holder is authorized to accept electronically signed documents; provided, however, that any documents to be recorded (such as the Grant Deed) must bear original signatures and notarizations. The documents described in Section 2.8 above, as presented to the County Recorder at Closing, must also bear original signatures. Escrow Holder will notify Seller and Purchaser regarding any other documents as to which it may require original signatures.

### **ARTICLE 3 REVIEW PERIOD**

**3.1 Purchaser's Review Period.** Purchaser's Review Period ("**Review Period**") shall expire twenty-five (25) days after Opening of Escrow, unless terminated earlier by Purchaser. If Purchaser has not approved, disapproved or waived all contingencies by written notice to Seller and Escrow Holder prior to the expiration of Purchaser's Review Period then all contingencies of



Purchaser shall be deemed approved. In the event Purchaser terminates this Agreement as a result of its review of the Property, the Deposit shall not be refunded to Purchaser. No extension of the Closing Date will extend the Review Period. Any written approval by Purchaser pursuant to this Section shall be without conditions or qualifications and any written notice from Purchaser pursuant to this Section 3.1 containing conditions or qualifications will be deemed disapproval.

**3.2 Purchaser's Investigations of the Property.** During the Review Period, Purchaser and its agents and contractors shall have the right to conduct such investigations and enter upon the Property to conduct, at Purchaser's expense, such tests and investigations as may be necessary for Purchaser to determine whether any matter would materially hinder or make economically unfeasible Purchaser's intended use of the Property. Prior to Purchaser or its agents or contractors entering upon the Property pursuant to this Article 3, Purchaser shall (i) give Seller forty-eight (48) hours prior notice of such entry, and (ii) provide satisfactory evidence to Seller that Purchaser, or its agents or contractors, have obtained commercial general liability insurance, with limits of not less than \$2,000,000.00 per occurrence and \$4,000,000.00 in aggregate; workers compensation insurance in statutory limits and employers liability insurance with limits not less than \$1,000,000.00 each incident; and umbrella excess liability insurance excess of the underlying commercial general liability and employers liability insurance with limits not less than \$1,000,000.00 per occurrence and 2,000,000.00 aggregate.

**3.3 Indemnification.** Purchaser will defend, indemnify and hold Seller free and harmless from and against any and all claims, damages and liabilities relating to or arising out of Purchaser's exercise of its rights under Section 3.2 above. Purchaser will assure that all costs associated with its conduct of the investigations are fully satisfied and that the Property is not subjected to any liens with respect thereto.

**3.4 Copies of Reports.** In the event of a termination of this Agreement, Purchaser shall provide to Seller copies of all reports resulting from Purchaser's exercise of its rights under this Article 3. Such reports will be provided without cost to Seller and without warranty or representation from Purchaser with respect to the information contained therein.

**3.5 Seller Materials.** The Request for Offer made available to Purchaser certain documents and materials concerning the status of the Property ("**Seller Materials**"). The Seller Materials have been provided without representation or warranty regarding the accuracy or completeness of the information contained therein. If this Agreement and the transaction described herein are terminated for any reason other than a material uncured default by Seller, Purchaser covenants and agrees that it will not further disclose the Seller Materials to any other person or entity, and will return to Seller any Seller Materials received from Seller or others on Seller's behalf within three (3) Business Days following such termination.



## ARTICLE 4 REPRESENTATIONS AND WARRANTIES

**4.1 Seller's Representations and Warranties.** Seller is selling the Property "AS-IS" with all faults, but represents and warrants to Purchaser as follows:

**4.1.1 Authority.** Seller has full power and authority to sell, convey and transfer the Property as provided for in this Agreement and this Agreement is binding and enforceable against Seller.

**4.1.2 Hazardous Materials.** To Seller's actual knowledge Seller has not caused any Hazardous Materials to be placed or disposed of on or at the Property or any part thereof in any manner or quantity which would constitute a violation of any Environmental Law, nor has Seller received any written notices that the Property is in violation of any Environmental Law. As used herein, (a) the term "**Hazardous Materials**" shall mean any hazardous, toxic or dangerous substance, material, waste, gas or particulate matter which is defined as such for purposes of regulation by any local government authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of California law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sec. 1251 et seq. (33 U.S.C. Sec. 1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq. (42 U.S.C. Sec. 6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9601 et seq. (42 U.S.C. Sec. 9601); and (b) the term "**Environmental Laws**" shall mean all statutes specifically described in the definition of "**Hazardous Materials**" and all other federal, state or local laws, regulations or orders relating to or imposing liability or standards of conduct concerning any Hazardous Material.

**4.2 Purchaser's Representations and Warranties.** Except as expressly set forth in this Agreement, Purchaser is relying upon no warranties, express or implied, oral or written, from Seller regarding the Property and, upon Close of Escrow, Purchaser will have accepted the Property as-is, with all faults. Purchaser represents and warrants to Seller as follows:

**4.2.1 Agreements.** Neither the execution and delivery of this Agreement by Purchaser nor the consummation of the transactions contemplated hereby will result in any breach or violation of or default under any judgment, decree, order, mortgage, lease, agreement, indenture or other instrument to which Purchaser is a party.

**4.2.2 Authority.** Purchaser has full power and authority to execute this Agreement and purchase the Property as provided for in this Agreement and this Agreement is binding and enforceable against Purchaser.



**4.2.3 As-Is Acquisition.** PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) VALUE; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (IV) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (V) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS, INCLUDING BUT NOT LIMITED TO, TITLE III OF THE AMERICANS WITH DISABILITIES ACT OF 1990, CALIFORNIA HEALTH & SAFETY CODE, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL RESOURCE CONSERVATION AND RECOVERY ACT, THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, THE CLEAN WATER ACT, THE SAFE DRINKING WATER ACT, THE HAZARDOUS MATERIALS TRANSPORTATION ACT, THE TOXIC SUBSTANCE CONTROL ACT, AND REGULATIONS PROMULGATED UNDER ANY OF THE FOREGOING; (VI) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER, OR ADJACENT TO THE PROPERTY; (VII) THE CONTENT, COMPLETENESS OR ACCURACY OF ANY DUE DILIGENCE MATERIALS DELIVERED BY SELLER TO PURCHASER OR PRELIMINARY REPORT REGARDING TITLE; (VIII) DEFICIENCY OF ANY UNDERSHORING; (IX) DEFICIENCY OF ANY DRAINAGE; (X) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE OR A FLOOD ZONE; OR (XI) WITH RESPECT TO ANY OTHER MATTER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT IT HAS OR WILL HAVE BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY, AND THAT, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND REVIEW OF SUCH INFORMATION AND DOCUMENTATION, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION MADE AVAILABLE TO PURCHASER OR PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. PURCHASER AGREES TO FULLY AND IRREVOCABLY RELEASE ALL SUCH SOURCES OF INFORMATION AND PREPARERS OF INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY WHICH WERE RETAINED BY SELLER FROM ANY AND ALL CLAIMS THAT THEY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SUCH SOURCES AND PREPARERS OF INFORMATION FOR ANY COSTS, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM SUCH INFORMATION OR DOCUMENTATION. EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 4.1 ABOVE, SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS,



REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 4.1 ABOVE, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS, AND THAT SELLER HAS NO OBLIGATIONS TO MAKE REPAIRS, REPLACEMENTS OR IMPROVEMENTS EXCEPT AS MAY OTHERWISE BE EXPRESSLY STATED HEREIN. PURCHASER REPRESENTS, WARRANTS AND COVENANTS TO SELLER THAT, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES SPECIFIED IN THIS AGREEMENT, PURCHASER IS RELYING SOLELY UPON PURCHASER'S OWN INVESTIGATION OF THE PROPERTY.

**4.2.4 General Waiver.** With respect to the waivers and releases set forth in Section 4.2.3, above, Purchaser expressly waives any of its rights granted under California Civil Code Section 1542, which provides as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that if known by him or her, would have materially affected his or her settlement with the debtor or released party."

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Purchaser's Initials

## **ARTICLE 5 DEFAULTS; REMEDIES**

**5.1 PURCHASER'S DEFAULT AND LIQUIDATED DAMAGES.** PURCHASER AND SELLER AGREE THAT SHOULD PURCHASER DEFAULT IN PURCHASER'S OBLIGATION TO PURCHASE THE PROPERTY WITHIN THE TIME AND IN THE MANNER SPECIFIED IN THIS AGREEMENT, SELLER SHALL BE RELEASED FROM ALL OBLIGATIONS AT LAW OR IN EQUITY TO CONVEY THE PROPERTY TO PURCHASER. PURCHASER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES SUFFERED BY SELLER BECAUSE OF SUCH DEFAULT, THAT THE EARNEST MONEY DEPOSIT AND ANY INTEREST EARNED THEREON SHALL CONSTITUTE A REASONABLE ESTIMATE AND AGREED STIPULATION OF DAMAGES IN THE EVENT OF SUCH DEFAULT BY PURCHASER AND THAT SELLER SHALL HAVE NO OTHER RIGHT OR CAUSE OF ACTION AGAINST PURCHASER FOR DAMAGES OR OTHERWISE ARISING FROM SAID DEFAULT, EXCEPT AS SET FORTH BELOW IN THIS SECTION 5.1.

**Sellers Initials** \_\_\_\_\_ **Buyer's Initials** \_\_\_\_\_

In addition, Seller may pursue against Purchaser any and all other rights and remedies available at law or in equity, to obtain from Purchaser: (i) copies of all soil tests, environmental studies, and other tests and studies pertaining to the Property obtained by Purchaser, and (ii) reimbursement for the payment of any costs and expenses incurred by Seller and properly allocable to Purchaser under Article 3 or Section 6.15.



**5.2 Seller's Default.** If the transaction contemplated hereby does not close by reason of a material, uncured default by Seller in any of the terms hereof, then Purchaser may terminate this Agreement and pursue against Seller as Purchaser's sole and exclusive remedy, an action to compel Seller's specific performance of this Agreement and Seller shall return to Purchaser the Earnest Money Deposit and any interest earned thereon. In no event shall Seller be liable to Purchaser for indirect or consequential damages, including, without limitation, any loss or damage suffered by Purchaser in connection with any lost profit or other agreement or understanding with any third party for the use, lease or purchase of the Property.

## **ARTICLE 6 MISCELLANEOUS**

**6.1 Payment of Real Estate Brokers and Consultants.** Each party represents to the other that no real estate broker has been used in connection with this transaction unless pursuant to a separate agreement. Purchaser agrees to indemnify, defend and hold Seller harmless from and against any claim for a real estate broker's commission or fee by any party claiming to have represented Purchaser in connection with this transaction. Seller agrees to indemnify, defend and hold Purchaser harmless from and against any claim for a real estate broker's commission or fee by any party claiming to have represented Seller in connection with this transaction. The indemnification obligations under this Section 6.1 shall survive the Closing or any termination of this Agreement for any reason whatsoever.

(d) **Notices.** All notices and other communications which are required to be, or which may be given under this Agreement shall be in writing, and shall be delivered at the addresses set out hereinbelow. Notice may be given by personal delivery, recognized overnight courier, by United States mail or by facsimile transmission in the manner set forth below. Notice shall be deemed to have been duly given (a) if by personal delivery, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address, (b) if by overnight courier, on the first (1st) Business Day after being delivered to a recognized overnight courier, (c) if by mail, on the third (3rd) Business Day after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, or (d) by facsimile transmission shall be deemed to have been given on the next business day after being transmitted, as evidenced by the confirmation slip generated by the sender's facsimile machine addressed as follows:

If to Seller:

Riverside County Transportation Commission  
4080 Lemon Street, 3<sup>rd</sup> Floor  
Riverside, CA 92502-2208  
Attn: Real Property Agent  
Telephone: (951)787-7141

With a copy to:

Best Best & Krieger LLP  
3390 University Avenue, 5<sup>th</sup> Floor Riverside, CA 92501  
Attn: Steve DeBaun Telephone: (951)686-1450



If to Purchaser:

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Telephone: \_\_\_\_\_

or to such other address as either party may from time to time specify as its address for the receipt of notices hereunder, in a notice to the other party. Notices given by an attorney shall be deemed to constitute notice from that party.

**6.2 Possession.** Possession of the Property shall be delivered to Purchaser at the Closing.

**6.3 Assignment.** Purchaser may not assign or pledge any of its rights hereunder without the prior written consent of Seller; provided, however, that Seller consents to the vesting of title at Close of Escrow in the name of an entity that controls, is controlled by or under common control with Purchaser. Subject to the foregoing, this Agreement shall be binding upon the parties hereto and each of their successors and assigns.

**6.4 Joint and Several Liability.** If Purchaser is more than one person or entity, then all obligations and/or liabilities of Purchaser set forth herein or arising hereunder shall be the joint and several obligations and/or liabilities of each party constituting Purchaser.

**6.5 Entire Agreement.** This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof except as may be set forth in writing executed by both parties contemporaneously with or subsequent to this Agreement.

**6.6 Severability.** If any term or provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and other applications thereof shall not be affected thereby.

**6.7 Captions; Number.** The captions contained in this Agreement are for the convenience of reference only, and shall not affect the meaning, interpretation or construction of this Agreement. As used in this Agreement, the singular form shall include the plural and the plural shall include the singular, to the extent that the context renders it appropriate.

**6.8 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

**6.9 Governing Law.** This Agreement has been executed and delivered, and is to be performed, in the State of California, and this Agreement and all rights, obligations and liabilities hereunder shall be governed by, and construed in accordance with, the internal laws of the State of California. Purchaser hereby irrevocably waives any objection that it may now or hereafter



have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any federal or state court sitting in Riverside County, California.

**6.10 Time of the Essence.** Time is of the essence of this Agreement.

**6.11 Modification.** The provisions of this Agreement may not be amended, changed or modified orally, but only by an agreement in writing signed by the party against whom any amendment, change or modification is sought.

**6.12 Waiver.** Except as otherwise expressly provided in this Agreement, no waiver by a party of any breach of this Agreement or of any warranty or representation hereunder by the other party shall be deemed to be a waiver of any other breach by such other party (whether preceding or succeeding and whether or not of the same or similar nature) and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other party whether or not the first party knows such breach at the time it accepts such payment or performance. Except as otherwise expressly provided in this Agreement, no failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by the first party while the other party continues to be so in default.

**6.13 Business Days.** Except as otherwise provided in this Agreement, if any date specified in this Agreement for the Closing Date or for commencement or expiration of time periods for termination or approvals or for notice occurs on a day other than a Business Day, then any such date shall be postponed to the following Business Day. As used herein, “**Business Day**” shall mean any day other than a Saturday, Sunday, a holiday observed by national banks or a day that is a non-working day for Seller.

**6.14 Attorney Fees.** In the event of any dispute arising out of the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs, to include any attorney fees or costs on appeal.

**6.15 Termination Due to Lack of Execution.** If Purchaser has not provided a signed copy of this Agreement to Seller and Escrow Holder within TEN (10) days following acceptance by Seller of the Offer, Seller may elect to terminate this Agreement and the transaction described herein by written notice to Purchaser.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK SIGNATURE PAGE FOLLOWS**



**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**SELLER:**

**RIVERSIDE COUNTY TRANSPORTATION  
COMMISSION**, a public agency of the State of  
California

**APPROVED AS TO FORM: BEST BEST &  
KRIEGER LLP**

By: \_\_\_\_\_  
Anne Mayer, Executive Director

By: \_\_\_\_\_  
Steven DeBaun,  
Attorney for RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION

**PURCHASER:**



ACCEPTANCE BY ESCROW HOLDER

First American Title Company acknowledges that it has received a fully executed counterpart of the foregoing Agreement for Purchase and Sale of Real Estate and Escrow Instructions and, subject to the provisions of Section 2.1 of this Agreement, agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as the terms apply to Escrow Holder.

By:

Title:

Date: \_\_\_\_\_, 20\_\_



**EXHIBIT "A"**

**Legal Description of the Property**

**[SEE ATTACHED]**



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

APN'S: 279-240-008, 279-240-020, 279-530-030

THAT PORTION OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE MERIDIAN, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SAID PORTION DESCRIBED IN UNITED STATES GOVERNMENT SURVEY AND AS SHOWN BY SECTIONIZED SURVEY OF THE RANCHO EL SOBRANTE DE SAN JACINTO ON FILE IN BOOK 1, PAGE 9 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, TOGETHER WITH THAT PORTION OF LOT 1 OF EXCLUSION MAP OF ALL LANDS FROM CORONITA TRACT NO. 3, AS PER CERTIFIED COPY OF DECREE, RECORDED NOVEMBER 4, 1960, AS DOCUMENT NO. 1960-0095289, IN BOOK 2795, PAGE 95, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORD OF RIVERSIDE COUNTY, SAID LAST PORTION DESCRIBED AS PARCEL "B" IN A GRANT DEED RECORDED DECEMBER 26, 2008 AS DOCUMENT NO. 2008-0672262, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORD OF RIVERSIDE COUNTY, ALSO TOGETHER WITH THOSE PORTIONS OF PARCELS 1, 2, AND 3 IN A QUITCLAIM DEED RECORDED SEPTEMBER 28, 2017 AS DOCUMENT NO. 2017-0402553, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORD OF RIVERSIDE COUNTY, ALSO TOGETHER WITH THAT PORTION OF PARCEL "C" IN THE GRANT DEED RECORDED DECEMBER 26, 2008, AS DOCUMENT NO. 2008-0672262, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE CENTER QUARTER (1/4) CORNER OF SAID SECTION 16 AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 82, PAGES 94 AND 95 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, ALSO BEING THE NORTHWEST CORNER OF PARCEL 1 OF PARCEL MAP NO. 18798, FILED IN BOOK 117, PAGES 41 THROUGH 43 OF PARCEL MAPS, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1 SOUTH 04°22'49" WEST 679.31 FEET TO THE NORTHWEST CORNER OF LOT 8 OF TRACT NO. 30159 AS SHOWN ON A MAP FILED IN BOOK 313, PAGES 16 THROUGH 27 OF TRACT MAPS, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY;



THENCE ALONG THE WESTERLY LINE OF SAID LOT 8 AND LOT 10 OF SAID TRACT MAP AND THE EASTERLY LINE OF SAID PARCEL "C" SOUTH 04°23'36" WEST 1,819.25 FEET TO THE SOUTH CORNER OF SAID PARCEL "C";

THENCE LEAVING SAID CORNER ALONG THE WESTERLY LINE OF SAID PARCEL "C" NORTH 33°38'23" WEST 196.47 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "C", SAID CORNER ALSO BEING A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID PARCEL 23309-1, AS DESCRIBED IN GRANT DEED, RECORDED MARCH 02, 2017, AS DOCUMENT NO. 2017-0087512, OFFICIAL RECORDS, IN THE OFFICE OF COUNTY RECORDER OF RIVERSIDE COUNTY;

THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES:

1. THENCE NORTH 33°38'23" WEST 357.55 FEET;
2. THENCE NORTH 33°22'55" WEST 60.73 FEET;
3. THENCE NORTH 29°35'42" WEST 223.56 FEET;
4. THENCE NORTH 33°42'17" WEST 409.96 FEET;
5. THENCE NORTH 29°20'23" WEST 335.38 FEET;
6. THENCE NORTH 51°27'01" WEST 162.60 FEET;
7. THENCE NORTH 21°08'09" WEST 375.52 FEET;
8. THENCE NORTH 07°16'48" WEST 620.00 FEET;

THENCE LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY LINE NORTH 58°40'49" EAST 24.15 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CAJALCO ROAD, AS SHOWN ON PARCEL MAP NO. 29503-2, FILED IN BOOK 205, PAGES 86 THROUGH 102 OF PARCEL MAPS, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY;

THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE NORTH 65°42'14" EAST 1570.33 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF TEMESCAL CANYON ROAD, AS DESCRIBED IN THE FINAL ORDER OF CONDEMNATION, RECORDED APRIL 7, 2011, AS DOCUMENT NO. 2011-0154132, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY;



THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOURTEEN (14) COURSES:

1. THENCE SOUTH 73°33'52" EAST 66.51 FEET;
2. THENCE NORTH 63°53'56" EAST 14.63 FEET;
3. THENCE SOUTH 26°06'04" EAST 13.58 FEET;
4. THENCE SOUTH 71°06'04" EAST 2.80 FEET;
5. THENCE SOUTH 26°06'04" EAST 110.33 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 199.99 FEET;
6. THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°28'50", AN ARC LENGTH OF 12.15 FEET;
7. THENCE SOUTH 29°34'54" EAST 110.36 FEET;
8. THENCE SOUTH 15°25'06" WEST 8.49 FEET;
9. THENCE SOUTH 29°34'54" EAST 107.54 FEET;
10. THENCE NORTH 63°53'56" EAST 6.03 FEET;
11. THENCE SOUTH 26°06'04" EAST 109.51 FEET;
12. THENCE SOUTH 63°53'56" WEST 11.00 FEET;
13. THENCE SOUTH 26°06'04" EAST 86.83 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,852.91 FEET;
14. THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°20'16", AN ARC LENGTH OF 75.60 FEET TO THE SAID SOUTH LINE OF SAID SECTION 16 AS SHOWN ON PARCEL MAP NO. 18798 FILED IN BOOK 117, PAGES 41 THROUGH 43 OF PARCEL MAPS, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY;



THENCE LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE ALONG SAID SOUTH LINE NORTH 89°21'33" WEST 438.61 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,559,750.56 SQUARE FEET (58.76 ACRES), MORE OR LESS.

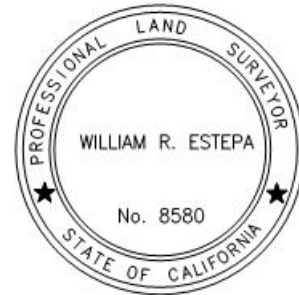
THE BEARINGS AND DISTANCES IN THE ABOVE DESCRIPTION ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE VI, 2017.50 EPOCH. DIVIDE DISTANCE SHOWN BY 0.999954611 TO OBTAIN GROUND DISTANCE.

SEE **EXHIBIT "B"** ATTACHED HERETO AND MADE A PART HEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT (BUS. & PROF. CODE §8700)

SIGNATURE:   
WILLIAM R. ESTEPA, PLS 8580

DATE: 07/07/2022





# EASEMENT NOTES:

PORTION OF SECTION 16, T. 4 S., R. 6 W., S.B.B.M.

- ① CENTERLINE OF EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY RECORDED MARCH 11, 1949, BOOK 1058, PAGE 410, O.R.
- ② CENTERLINE OF EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY RECORDED OCTOBER 22, 1952, BOOK 1409, PAGE 510, O.R.
- ③ CENTERLINE OF EASEMENT TO CALIFORNIA ELECTRIC POWER COMPANY RECORDED OCTOBER 4, 1956, BOOK 1981, PAGE 168, O.R.
- ④ 10' WIDE GRANT OF EASEMENT TO SCE RECORDED FEBRUARY 13, 1992, DOC# 049707, O.R.
- ⑤ 10' WIDE GRANT OF EASEMENT TO SCE RECORDED AUGUST 13, 1992, DOC# 301799, O.R.
- ⑥ GRANT OF EASEMENT TO THE CITY OF CORONA RECORDED DECEMBER 22, 2004, DOC# 2004-1015897, O.R.
- ⑦ FINAL ORDER OF CONDEMNATION AS TO APN 279-230-003 RECORDED APRIL 7, 2011, DOC# 2011-0154132, O.R.
- ⑧ GRANT OF EASEMENT TO THE CITY OF CORONA RECORDED MARCH 2, 2017, DOC# 2017-0087515, O.R.
- ⑨ GRANT OF EASEMENT TO THE CITY OF CORONA RECORDED MARCH 2, 2018, DOC# 2018-0105398, O.R.
- ⑩ CORRECTION GRANT OF EASEMENT TO THE CITY OF CORONA RECORDED MARCH 15, 2019, DOC# 2019-0088089, O.R.
- ⑪ 6' WIDE GRANT OF EASEMENT TO SCE RECORDED AUGUST 27, 2020, DOC# 2020-0400506, O.R.

## LEGEND

- P.O.B. POINT OF BEGINNING
- ACQUISITION AREA
- - - RIGHT OF WAY
- - - CENTERLINE
- PROPERTY LINE
- - - EXISTING EASEMENT LINE
- SHEET INDEX LINE

THIS EXHIBIT WAS PREPARED UNDER MY DIRECTION:

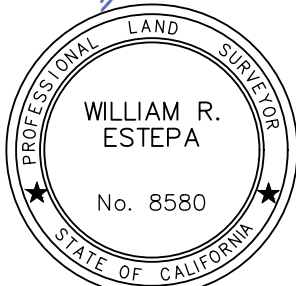
*William R. Estepa*

07/07/2022

WILLIAM R. ESTEPA, PLS 8580 DATE

APN: 279-240-008  
OWNER: RIVERSIDE COUNTY TRANSPORTATION COMMISSION

PARCEL "C"  
GRANT DEED  
DOCUMENT NO. 2008-0672262, O.R.



APN 279-240-008/020 & 279-530-030

SHEET 1 OF 4

SCALE 1" = 400'

DRAFTED AU

CHECKED WRE

DATE JULY 7, 2022

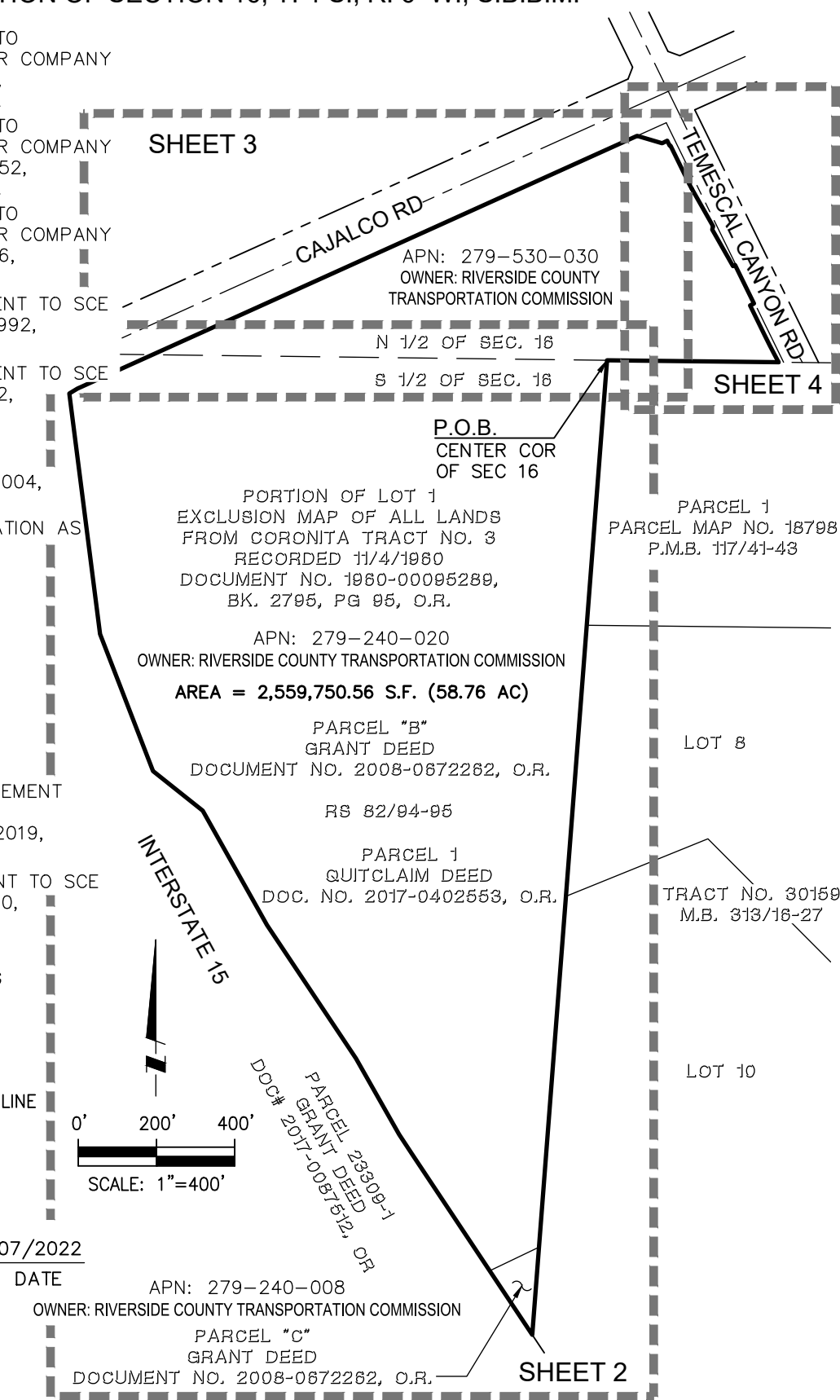
JOB

NUMBER 4EPI010305

EXHIBIT "B"

**PSOMAS**

1650 SPRUCE STREET, SUITE 400  
Riverside, California 92507  
(951) 787-8421 www.psomas.com





SEE SHEET 3

APN: 279-530-030  
OWNER: RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
N 1/2 OF SEC. 16  
S 1/2 OF SEC. 16

SEE SHEET 4

P.O.B. \_\_\_\_\_  
CENTER COR  
OF SEC 16

PARCEL "B"  
GRANT DEED  
DOCUMENT NO. 2008-0672262, O.R.

APN: 279-240-020  
OWNER: RIVERSIDE COUNTY TRANSPORTATION COMMISSION

**AREA = 2,559,750.56 S.F. (58.76 AC)**

PORTION OF LOT 1  
EXCLUSION MAP OF ALL LANDS  
FROM CORONITA TRACT NO. 3  
RECORDED 11/4/1960  
DOCUMENT NO. 1960-00095289, BK. 2795, PG 95, O.R.

RS 82/94-95

PARCEL 1  
QUITCLAIM DEED  
DOC. NO. 2017-0402553, O.R.

PORTION OF S 1/2 OF SEC. 16,  
T. 4 S., R. 6 W., S.B.M.B.

TRACT NO. 30159  
M.B. 313/16-27

OF LOT

PARCEL "C"  
GRANT DEED  
DOCUMENT NO. 2008-0672262, O.R.

PARCEL 2  
QUITCLAIM DEED  
DOC. NO. 2017-0402553, O.R.

APN: 279-240-008  
OWNER: RIVERSIDE COUNTY TRANSPORTATION COMMISSION

W'LY LINE

APN 279-240-008/020 & 279-530-030

SHEET 2 OF 4

SCALE 1" = 300'

DRAFTED AU

CHECKED	WRE
---------	-----

DATE JULY 7, 2022

JOB  
NUMBER 4EPI010305

EXHIBIT "B"

**PSOMAS**  
1650 SPRUCE STREET, SUITE 400  
Riverside, California 92507  
(951) 787-8421 [www.psomas.com](http://www.psomas.com)

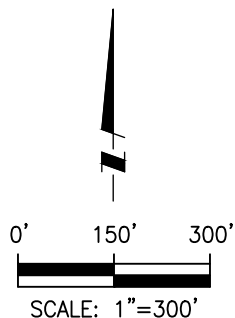
Line Table		
Line #	Direction	Length
L1	N33°38'23"W	196.47
L2	N33°22'55"W	60.73
L3	N29°35'42"W	223.56
L4	N51°27'01"W	162.60
L5	N58°40'49"E	24.15

NOTE:

SEE SHEET 1 FOR SHEET INDEX  
AND EASEMENT NOTES

### LEGEND

P.O.B.	POINT OF BEGINNING
—————	ACQUISITION AREA
- - - - -	RIGHT OF WAY
— - - - -	CENTERLINE
—————	PROPERTY LINE
- - - - -	EXISTING EASEMENT LINE
■ ■ ■ ■ ■	SHEET INDEX LINE









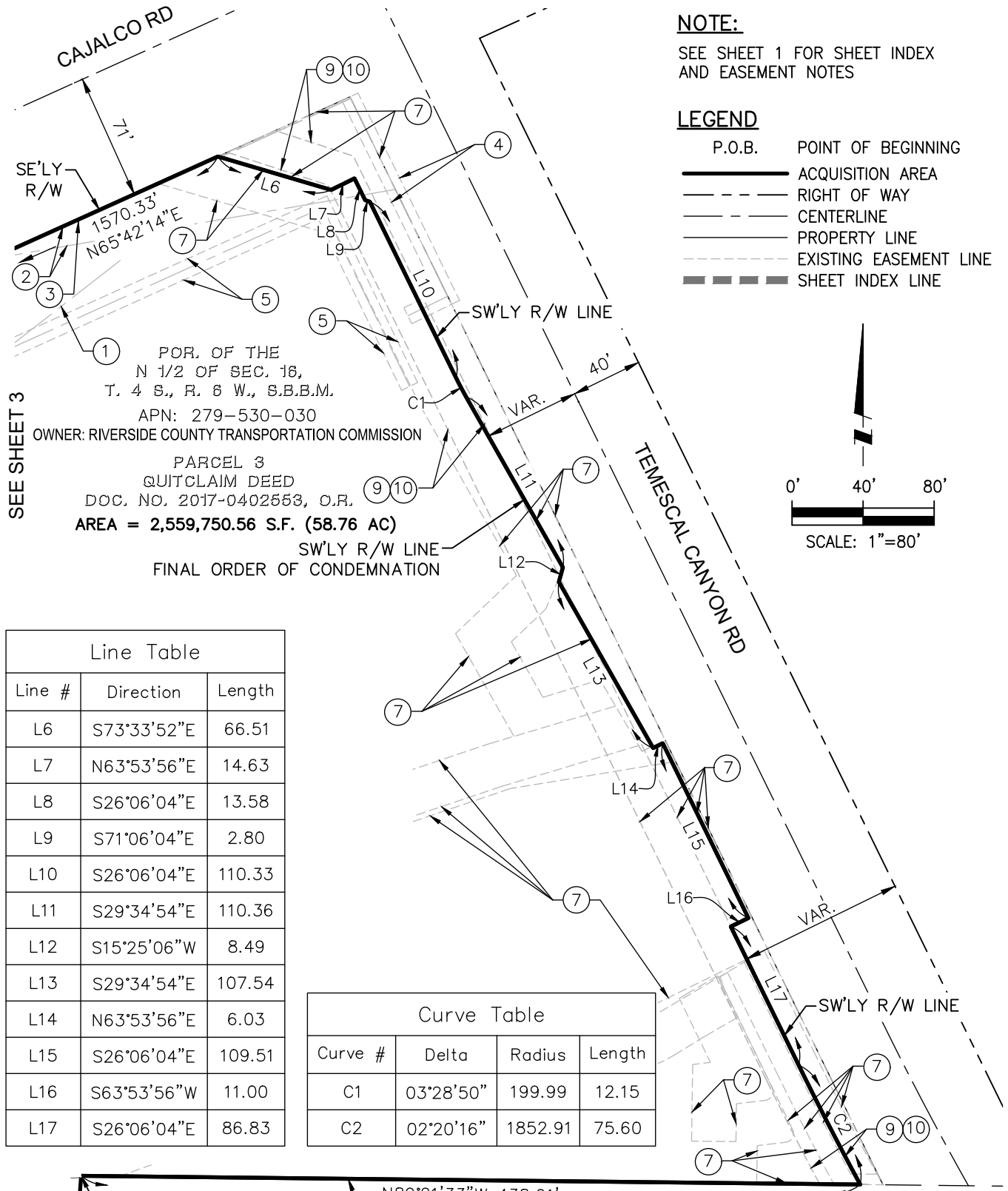
# PORTION OF SECTION 16, T. 4 S., R. 6 W., S.B.B.M.

## NOTE:

SEE SHEET 1 FOR SHEET INDEX  
AND EASEMENT NOTES

## LEGEND

P.O.B.	POINT OF BEGINNING
	ACQUISITION AREA
	RIGHT OF WAY
	CENTERLINE
	PROPERTY LINE
	EXISTING EASEMENT LINE
	SHEET INDEX LINE



SEE SHEET 3

POR. OF THE  
N 1/2 OF SEC. 16,  
T. 4 S., R. 6 W., S.B.B.M.  
APN: 279-530-030  
OWNER: RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
PARCEL 3  
QUITCLAIM DEED  
DOC. NO. 2017-0402553, O.R.  
AREA = 2,559,750.56 S.F. (58.76 AC)  
SWLY R/W LINE  
FINAL ORDER OF CONDEMNATION

Line Table		
Line #	Direction	Length
L6	S73°33'52"E	66.51
L7	N63°53'56"E	14.63
L8	S26°06'04"E	13.58
L9	S71°06'04"E	2.80
L10	S26°06'04"E	110.33
L11	S29°34'54"E	110.36
L12	S15°25'06"W	8.49
L13	S29°34'54"E	107.54
L14	N63°53'56"E	6.03
L15	S26°06'04"E	109.51
L16	S63°53'56"W	11.00
L17	S26°06'04"E	86.83

Curve Table			
Curve #	Delta	Radius	Length
C1	03°28'50"	199.99	12.15
C2	02°20'16"	1852.91	75.60

P.O.B.  
CENTER COR  
OF SEC 16

N89°21'33"W 438.61'  
SOUTH LINE OF THE  
N 1/2 SEC 16

PARCEL 1  
PARCEL MAP NO. 18798  
PM 117/41-43

SEE SHEET 2

APN 279-240-008/020 & 279-530-030	SHEET 4 OF 4	SCALE 1" = 80'
<b>EXHIBIT "B"</b> <b>PSOMAS</b> 1650 SPRUCE STREET, SUITE 400 Riverside, California 92507 (951) 787-8421 www.psomas.com		DRAFTED AU
		CHECKED WRE
		DATE JULY 7, 2022
		JOB NUMBER 4EPI010305



Psomas

Closure Report

Date: 07/05/2022 at 5:17 PM

Project: 4EPI010305

Description: EPIC - EXCESS LAND - APN'S: 279-240-008, 279-240-020 & 279-530-030

Created by: AU

Boundary name: 9 - BNDY

	North: 2245016.926	East: 6178756.875
Line	Course: S 04°22'49" W	Length: 679.31'
	North: 2244339.600	East: 6178704.992
Line	Course: S 04°23'36" W	Length: 1819.25'
	North: 2242525.696	East: 6178565.632
Line	Course: N 33°38'23" W	Length: 196.47'
	North: 2242689.264	East: 6178456.794
Line	Course: N 33°38'23" W	Length: 357.55'
	North: 2242986.938	East: 6178258.722
Line	Course: N 33°22'55" W	Length: 60.73'
	North: 2243037.649	East: 6178225.308
Line	Course: N 29°35'42" W	Length: 223.56'
	North: 2243232.043	East: 6178114.899
Line	Course: N 33°42'17" W	Length: 409.96'
	North: 2243573.092	East: 6177887.407
Line	Course: N 29°20'23" W	Length: 335.38'
	North: 2243865.453	East: 6177723.075
Line	Course: N 51°27'01" W	Length: 162.60'
	North: 2243966.784	East: 6177595.911
Line	Course: N 21°08'09" W	Length: 375.52'
	North: 2244317.042	East: 6177460.506
Line	Course: N 07°16'48" W	Length: 620.00'
	North: 2244932.044	East: 6177381.940
Line	Course: N 58°40'49" E	Length: 24.15'
	North: 2244944.598	East: 6177402.571
Line	Course: N 65°42'14" E	Length: 1570.33'
	North: 2245590.714	East: 6178833.819
Line	Course: S 73°33'52" E	Length: 66.51'
	North: 2245571.896	East: 6178897.611
Line	Course: N 63°53'56" E	Length: 14.63'
	North: 2245578.332	East: 6178910.749
Line	Course: S 26°06'04" E	Length: 13.58'
	North: 2245566.137	East: 6178916.724
Line	Course: S 71°06'04" E	Length: 2.80'
	North: 2245565.230	East: 6178919.373
Line	Course: S 26°06'04" E	Length: 110.33'
	North: 2245466.152	East: 6178967.913
Curve	Length: 12.15'	Radius: 199.99'
	Delta: 03°28'50"	Tangent: 6.08'
	Chord: 12.15'	Course: S 27°50'29" E
	Course In: N 63°53'56" E	Course Out: S 60°25'06" W



RP	North: 2245554.139	East: 6179147.508
End	North: 2245455.411	East: 6178973.586
Line	Course: S 29°34'54" E	Length: 110.36'
	North: 2245359.436	East: 6179028.067
Line	Course: S 15°25'06" W	Length: 8.49'
	North: 2245351.252	East: 6179025.810
Line	Course: S 29°34'54" E	Length: 107.54'
	North: 2245257.729	East: 6179078.898
Line	Course: N 63°53'56" E	Length: 6.03'
	North: 2245260.382	East: 6179084.313
Line	Course: S 26°06'04" E	Length: 109.51'
	North: 2245162.040	East: 6179132.493
Line	Course: S 63°53'56" W	Length: 11.00'
	North: 2245157.200	East: 6179122.615
Line	Course: S 26°06'04" E	Length: 86.83'
	North: 2245079.225	East: 6179160.816
Curve	Length: 75.60'	Radius: 1852.91'
	Delta: 02°20'16"	Tangent: 37.81'
	Chord: 75.60'	Course: S 27°16'12" E
	Course In: N 63°53'56" E	Course Out: S 61°33'40" W
RP	North: 2245894.425	East: 6180824.765
End	North: 2245012.031	East: 6179195.454
Line	Course: N 89°21'33" W	Length: 438.61'
	North: 2245016.936	East: 6178756.871

Perimeter: 8,008.78'    Area: 2,559,750.56 SF 58.76 Acres

Mapcheck Closure: (Using courses, radii, and deltas)  
 Error Closure: 0.0007    Course: S 60°17'56" W  
 Error North: 0.00034    East: 0.00060  
 Precision = 1 : 11,614,815



## **EXHIBIT “B”**

### **Offer**



**EXHIBIT "C"**

**Grant Deed**



RECORDING REQUESTED BY  
Commonwealth Land Title Company

WHEN RECORDED MAIL TO:

---

THE UNDERSIGNED GRANTOR DECLARES:

Documentary Transfer Tax is: \$ \_

Assessor's Parcel No. 279-240-008, 279-240-020, and 279-530-030

X        computed on full value of interest or property conveyed, or

☐        computed on full value of liens or encumbrances remaining at time of sale

GRANT DEED

FOR VALUE RECEIVED, receipt of which is hereby acknowledged, RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public agency of the State of California ("Grantor") hereby grants to \_\_\_\_\_ ("Grantee") all that certain real property situated in the City of Riverside, County of Riverside, State of California, more fully described in EXHIBIT "1" attached hereto and incorporated herein by this reference.

Dated:

RIVERSIDE COUNTY TRANSPORTATION  
COMMISSION, a public agency of the State of  
California

By: \_\_\_\_\_

Anne E. Mayer  
Executive Director



## ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF     )

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

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

WITNESS my hand and official seal.

Signature  
(Seal)



EXHIBIT "1" TO GRANT DEED

Legal Description

[SEE ATTACHED]



**ATTACHMENT "C"**

**DISCLOSURE OF CAMPAIGN CONTRIBUTIONS  
TO COMMISSIONERS FORM**





# RIVERSIDE COUNTY TRANSPORTATION COMMISSION

## DISCLOSURE OF CAMPAIGN CONTRIBUTIONS TO COMMISSIONERS

### Government Code Section 84308, 2 California Code of Regulations 18438.1, Et Seq

No Commissioner of the Riverside County Transportation Commission shall receive or solicit a campaign contribution of more than \$250 from Bidder, or Bidder's agent, during the time of: 1) Bid solicitation; 2) Consideration of Bids received; and, 3) Awarding of a contract based on a Bid (collectively referred to as the "Proceeding"), and for 3 months following the conclusion of the Proceeding. This prohibition does not apply to the awarding of contracts that are competitively bid. In addition, Commissioners cannot participate in any such matters if they have received more than \$250 in campaign contributions within the last year from anyone financially interested in the Proceeding, such as Bidder and/or Bidder's agent.

Pursuant to these requirements, Bidder shall disclose any campaign contribution in an amount of more than \$250 made by Bidder, and/or Bidder's agent, to any Commissioner within 12 months from the date of these Bid Documents/Request For Proposals (as applicable). For the purposes of this disclosure obligation, contributions made by Bidder within the preceding 12 months shall be aggregated with those made by Bidder's agent within the preceding 12 months or the period of the agency relationship between Bidder and Bidder's agent, whichever is shorter. In addition, Bidder and/or Bidder's agent shall not make a contribution of more than \$250 to a Commissioner during the Proceeding and for 3 months following the conclusion of the Proceeding.

The disclosure by Bidder, as set forth, herein, shall be incorporated into the written record of the Proceeding and shall be made available to the public for inspection and copying.

The following is a list of the Commissioners of the Riverside County Transportation Commission:

Kevin Jeffries, County of Riverside, District 1	Waymond Fermon / Oscar Ortiz, City of Indio
Karen Spiegel, County of Riverside, District 2	Brian Berkson / Chris Barajas, City of Jurupa Valley
Chuck Washington, County of Riverside, District 3	Kathleen Fitzpatrick / Robert Radi, City of La Quinta
V. Manuel Perez, County of Riverside, District 4	Bob Magee / Natasha Johnson, City of Lake Elsinore
Jeff Hewitt, County of Riverside, District 5	Bill Zimmerman / Dean Deines, City of Menifee
Art Welch / Daniela Andrade, City of Banning	Yxstain Gutierrez / Carla Thornton, City of Moreno Valley
Lloyd White / Julio Martinez, City of Beaumont	Scott Vinton / Christi White, City of Murrieta
Joseph DeConinck / Johnny Rodriguez, City of Blythe	Berwin Hanna / Ted Hoffman, City of Norco
Larry Smith / Jim Hyatt, City of Calimesa	Jan Harnik / Kathleen Kelly, City of Palm Desert
Randall Bonner/ Jeremy Smith, City of Canyon Lake	Lisa Middleton / Dennis Woods, City of Palm Springs
Raymond Gregory / Mark Carnevale, City of Cathedral City	Michael M. Vargas / Rita Rogers, City of Perris
Steven Hernandez / Megan Beaman Jacinto, City of Coachella	Ted Weill / Charles Townsend, City of Rancho Mirage
Wes Speake / Jim Steiner, City of Corona	Rusty Bailey / Andy Melendrez, City of Riverside
Scott Matas / Russell Betts, City of Desert Hot Springs	Andrew Kotyuk / Russ Utz, City of San Jacinto
Clint Lorimore / Todd Rigby, City of Eastvale	Michael S. Naggar / Maryann Edwards, City of Temecula
Linda Krupa / Russ Brown, City of Hemet	Ben J. Benoit / Joseph Morabito, City of Wildomar
Dana Reed / Kimberly Muzik, City of Indian Wells	Mike Beauchamp, Governor's Appointee Caltrans District 8





I/We hereby disclose the following political contributions of more than \$250 made within the preceding 12 months and for 3 months following the conclusion of the Proceeding to any Commissioner:

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Recipient</u>

(Attached Additional Sheet, If Necessary)

Date of Disclosure (Same As Bid Date): \_\_\_\_\_

**BIDDER INFORMATION:**

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

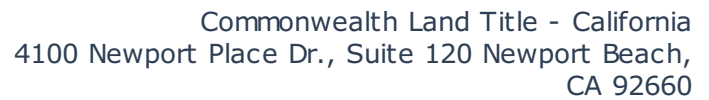
\_\_\_\_\_  
City, State, and Zip Code



**ATTACHMENT "D"**

**PRELIMINARY TITLE REPORT**





## File No.: 92016917

Property Address: 3710 Temescal Canyon Road, Corona, CA

[To view your new Commonwealth Land Title LiveLOOK report, Click Here](#)

**Source Officer:** [Deeann Olfick](#)

**Title #:** LIVELINK

**Current Version:** April 03, 2019

12345 Main Street, Titusville, California

<b>SUMMARY</b> <hr/> <b>BAYVIEW</b> LPSBLSI DCKCENMNTS N3 091 - 123456789P TAXED/LR PAYING PER: 123456789P MAP PLOT N3 091 - 101111111P C3 091 - 101111111P E4 091 - 101111111P T2 091 - 123456789P R 091 - 123456789P N3 091 - 123456789P PR 091 - 101111111P	<b>SUMMARY</b> <hr/> <p><b>VESTING:</b> Sam and Susan Seller, husband and wife as joint tenants</p> <p><b>ADDRESS:</b> 12345 Main Street, Titusville, California</p> <p><b>FORM OF POLICY:</b> is CALIFORNIA 2010 Homeowner's Policy of Title Insurance ACIS Issue 2009</p> <p><b>PLANT DATE:</b> April 2, 2010 at 7:30 a.m.</p> <p><b>FIL NUMBER:</b> LIVELINK</p> <p><b>PROPERTY TYPE:</b> Single Family Residence</p> <hr/> <p><b>PROPERTY TAX</b></p> <p>B Property taxes, including any personal property taxes and any assessments collected with taxes, are paid for provision purposes the annual tax week.</p> <p>SubjectToAssessmentID: JLAB072718g        Fiscal Year: 2017 - 2018        Tax Installment: \$46A21        2nd installment: \$46A21        Exemption: \$7,000.00        Code Area: 52103</p> <hr/> <p><b>EXEMPTIONS</b></p> <ul style="list-style-type: none"> <li>A. Property taxes which are a lien not yet due and payable</li> <li>B. Supplemental or recaptured assessments if any</li> <li>C. Payment of Contractual Assessment Required - HERDFACE</li> </ul> <ol style="list-style-type: none"> <li>Water rights</li> <li>Provisions in a deed prohibiting the buying, selling or handling of indicanting liquors on said Land</li> <li>Covenants, conditions, and restrictions</li> </ol>
---	---

**COMMUNITY HEALTH LAND TITLE - ARIZONA**  
 12345 MAIN STREET  
 HAYWARD CA 94503

[VISIT WEBSITE](#)

## Effortless, Efficient, Compliant, and Accessible





Commonwealth Land Title Company  
4100 Newport Place Dr., Suite 120  
Newport Beach, CA 92660  
Phone: (949) 724-3140

**Epic Land Solutions**  
**3850 Vine Street #200**  
**Riverside, CA 92507**

Attn: **Darcy Mendoza**

Our File No: 92016917  
Title Officer: Chris Maziar  
e-mail: TeamMaziar@cltic.com  
Phone: (949) 724-3170  
Fax: (949) 258-5740

Your Reference No: 92016917

Property Address: 3710 Temescal Canyon Road, Corona, CA

---

### **AMENDED PRELIMINARY REPORT**

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Dated as of **February 15, 2022** at 7:30 a.m., Amendment Date: **March 3, 2022**, Amendment No.: 1

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

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

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

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

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



## **SCHEDULE A**

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

**CLTA Standard Coverage Policy of Title Insurance (4-8-14)**

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

### **A FEE**

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

**Riverside County Transportation Commission, a public agency**

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

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



**EXHIBIT "A"**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1: [APN 279-240-020](#) & 279-240-008

THAT PORTION OF LOT 1 OF EXCLUSION MAP OF ALL THE LANDS FROM CORONITA TRACT NO. 3, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER CERTIFIED COPY OF DECREE RECORDED NOVEMBER 4, 1960 AS [INSTRUMENT NO. 95289](#) IN BOOK 2795, PAGE 95 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, IN SECTION 16, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN.

EXCEPTING THEREFROM THAT PORTION LYING SOUTHWESTERLY AND WESTERLY OF THE NORTHEASTERLY AND EASTERLY LINES OF THE LAND CONVEYED TO THE STATE OF CALIFORNIA FOR FREEWAY PURPOSES, BY FINAL ORDER OF CONDEMNATION RECORDED SEPTEMBER 20, 1966 AS [INSTRUMENT NO. 93858 OF OFFICIAL RECORDS](#) OF SAID COUNTY.

EXCEPTING THEREFROM ONE-HALF OF ALL OIL, GAS AND MINERAL RIGHTS, WITHOUT RIGHT OF SURFACE ENTRY FOR A PERIOD OF 20 YEARS, AS RESERVED BY CORONITA RANCH CORPORATION ET AL., AS RESERVED IN DEED RECORDED NOVEMBER 13, 1986 AS [INSTRUMENT NO. 288509 OF OFFICIAL RECORDS](#).

EXCEPT THEREFROM THAT PORTION CONVEYED TO CITY OF CORONA, A CALIFORNIA MUNICIPAL CORPORATION, BY DOCUMENT RECORDED MARCH 2, 2017, AS [INSTRUMENT NO. 2017-87512 OF OFFICIAL RECORDS](#).

PARCEL 2:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (ALSO KNOWN AS GOVERNMENT LOT 10) OF FRACTIONAL SECTION 16, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 87° 59' 48" WEST, ON THE SOUTH LINE OF SAID SECTION, 172.00 FEET; THENCE NORTH 25° 35' 12" WEST, 143.50 FEET; THENCE NORTH 64° 24' 50" EAST, 300.00 FEET; THENCE SOUTH 04° 23' 22" WEST, 255.00 FEET, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA FOR FREEWAY PURPOSES, BY FINAL ORDER OF CONDEMNATION RECORDED SEPTEMBER 20, 1966 AS [INSTRUMENT NO. 93858 OF OFFICIAL RECORDS](#).

EXCEPTING THEREFROM ONE-HALF OF ALL OIL, GAS AND MINERAL RIGHTS, WITHOUT RIGHT OF SURFACE ENTRY FOR A PERIOD OF 20 YEARS, AS RESERVED BY CORONITA RANCH CORPORATION ET AL., AS RESERVED IN DEED RECORDED NOVEMBER 13, 1986 AS [INSTRUMENT NO. 288509 OF OFFICIAL RECORDS](#).

PARCEL 3: [APN 279-530-030](#)

THAT PORTION OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY AND AS SHOWN BY SECTIONIZED SURVEY OF THE RANCHO EL SOBRANTE DE SAN JACINTO ON FILE IN [BOOK 1, PAGE 9](#) OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:



BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF THE 80 FEET RIGHT OF WAY OF CAJALCO ROAD, AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JUNE 2, 1936 IN [BOOK 275, PAGE 539 OF OFFICIAL RECORDS](#) OF RIVERSIDE COUNTY, CALIFORNIA, WITH THE SOUTHWEST LINE OF THE 80 FEET RIGHT OF WAY OF STATE HIGHWAY NO. 77 AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JULY 22, 1930 IN [BOOK 867, PAGE 55](#) OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH 26° 41' EAST ALONG THE SOUTHWESTERLY LINE OF THE 80 FEET RIGHT OF WAY OF SAID STATE HIGHWAY NO. 77, A DISTANCE OF 504.93 FEET TO THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 16 HEREIN DESCRIBED; THENCE SOUTH 89° 57' WEST, 325.50 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION 16, SAID CORNER ALSO KNOWN AS "COMPROMISE CORNER NO. 20 OF RANCHO EL SOBRANTE"; THENCE SOUTH 89° 57' WEST, 605.84 FEET; THENCE SOUTH 89° 57' WEST ALONG THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 680.52 FEET; THENCE NORTH 64° 58' EAST 1441.44 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY NO. 77; THENCE SOUTH 26° 41' EAST ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY NO. 77, A DISTANCE OF 176.6 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE CITY OF CORONA, A MUNICIPAL CORPORATION, AS SET FORTH, DEFINED AND DESCRIBED AS "RIGHT OF WAY" IN THAT CERTAIN DOCUMENT, RECORDED APRIL 7, 2011 AS [INSTRUMENT NO. 2011-154132 OF OFFICIAL RECORDS](#).

Assessor's Parcel Number: **279-240-008, 279-240-020 & 279-530-030**



### **SCHEDULE B – Section A**

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

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



## SCHEDULE B – Section B

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

A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2022-2023.

B. There were no taxes levied for the fiscal year 2021-2022 as the property was vested in a public entity.

APN: 279-240-008, 279-240-020 & 279-530-030

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

1. Water rights, claims or title to water, whether or not disclosed by the public records.

### THE FOLLOWING MATTERS AFFECT PARCELS 1 & 2:

2. The effect of compromise lines as disclosed by document recorded January 19, 1904 In Book 77, Page 31 of Deeds and January 3, 1995 In Book 1673, Page 449 of Official Records of Riverside County, California.

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

Map: Record of Survey  
Recording No: Book 16, Page 26 of Record of Survey

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

Granted to: California Electric Power Company, a corporation  
Purpose: Utilities  
Recording Date: October 22, 1952  
Recording No: Book 1409, Page 510 of Official Records  
Affects: Said land more particularly described therein

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

Granted to: The Pacific Telephone and Telegraph Company  
Purpose: Either or both pole lines, conduits or underground facilities  
Recording Date: September 21, 1960  
Recording No: 82394, Book 2769, Page 467 of Official Records  
Affects: Said land more particularly described therein

6. The effect of a Decree Vacating Map of said Coronita Tract No. 3, as recorded November 4, 1960 as Instrument No. 95289 In Book 2795, Page 95 of Official Records.

7. 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 the document,

Recording Date: September 20, 1966  
Recording No: 93858 of Official Records  
Affects: Said land more particularly described therein



8. Covenants and restrictions imposed by a Land Conservation Contract executed pursuant to Section 51200 et seq. California Government Code (Williamson Act) authorizing the establishment of agricultural preserves. The use of the land within the preserve may be restricted by the contract to agricultural, recreational, open-space, and other approved compatible uses.

Dated: January 1, 1973  
Executed by: County of Riverside and J.D Middleton, et al.  
Recording Date: December 11, 1973  
Recording No: 159899 of Official Records

Affects: Said land more particularly described therein

Said contract is subject to the following document:

Entitled: Notice of Non-Renewal  
Recording Date: March 13, 2003  
Recording No.: 2003-178362 of Official Records

This document is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items and/or make further requirements after such review.

9. Intentionally deleted.

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

Map: Record of Survey  
Recording No: Book 82, Pages 94 and 95 of Record of Survey

11. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Memorandum of Lease  
Lessor: Gary L. McMillan, Patricia McMillan and Christian McMillan  
Lessee: Los Angeles Cellular Telephone Company  
Recording Date: October 7, 1996  
Recording No: 385195 of Official Records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

12. Matters contained in that certain document

Entitled: Pre-Annexation Agreement and Statement of Intent  
Dated: June 7, 2000  
Executed by: The City of Corona, a California municipal corporation, The Redevelopment Agency of the City of Corona, a California public agency, and Temescal Canyon Properties-8, LLC, a California limited liability company  
Recording Date: June 20, 2001  
Recording No: 2001-280967 of Official Records

Reference is hereby made to said document for full particulars.



13. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Memorandum of Agreement  
Lessor: Gary L. McMillan and Patricia McMillan, as to an undivided one-half interest and Christine McMillan, as to an undivided one-half interest  
Lessee: Cox PCS Assets, L.L.C., a Delaware limited liability company  
Recording Date: August 30, 2001  
Recording No: 2001-418649 of Official Records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

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

Granted to: City of Corona, a municipal corporation  
Purpose: Storm drain channel and appurtenances  
Recording Date: December 22, 2004  
Recording No: 2004-1015897 of Official Records  
Affects: Said land more particularly described therein

**THE FOLLOWING MATTERS AFFECT PARCEL 3:**

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

Granted to: Temescal Water Company  
Purpose: Pipeline  
Recording Date: December 22, 1948  
Recording No: Book 1038, Page 8 of Official Records  
Affects: Said land more particularly described therein

and Recording Date: February 5, 1957  
and Recording No: Book 2040, Page 534 of Official Records

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

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

Granted to: California Electric Power Company, a corporation  
Purpose: Public utilities  
Recording Date: March 11, 1949  
Recording No: Book 1058, Page 410 of Official Records  
Affects: Said land more particularly described therein

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

Granted to: California Electric Power Company, a corporation  
Purpose: Public utilities  
Recording Date: October 4, 1956  
Recording No: Book 1981, Page 168 of Official Records  
Affects: Said land more particularly described therein



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

Purpose: Public utility, public service, drainage facilities and structures  
Recording Date: April 14, 1959  
Recording No: 31470, Book 2451, Page 267 of Official Records  
Affects: Said land more particularly described therein

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

19. Intentionally deleted.

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

Granted to: Southern California Edison Company, a corporation  
Purpose: Public utilities  
Recording Date: February 13, 1992  
Recording No: 49707 of Official Records  
Affects: Said land more particularly described therein

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

Granted to: Southern California Edison Company, a corporation  
Purpose: Public utilities  
Recording Date: August 13, 1992  
Recording No: 301799 of Official Records  
Affects: Said land more particularly described therein

22. 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: City of Corona  
Recording Date: July 13, 2000  
Recording No: 2000-272020 of Official Records

23. Easement(s) for the purpose(s) shown below and rights incidental thereto as condemned by an instrument,

Entitled: Final Order of Condemnation as to Assessor Parcel No. 279-230-003  
Court: Superior Court of California  
Case No.: RIC 432230  
In favor of: Liston Brick Company of Corona, a California corporation, et al.  
Purpose: Storm drain, landscape, storm drain slope, slope and temporary construction  
Recording Date: April 7, 2011  
Recording No: 2011-154132 of Official Records  
Affects: Said land more particularly described therein

24. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Assignment and Assumption of Lease  
Lessor: Riverside County Transportation Commission, a public entity  
Lessee: SMR of California, Inc., a Delaware corporation doing business as Nextel Communications  
Recording Date: December 11, 2013  
Recording No: 2013-576314 of Official Records



The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

**THE FOLLOWING MATTERS AFFECT ALL PARCELS:**

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

Granted to: The City of Corona, a California municipal corporation  
Purpose: Slope drainage and access  
Recording Date: March 2, 2017  
Recording No: 2017-87515 of Official Records  
Affects: Said land more particularly described therein

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

Granted to: The City of Corona, a California municipal corporation  
Purpose: Water reclamation facilities purposes  
Recording Date: March 2, 2018  
Recording No: 2018-105398 of Official Records  
Affects: Said land more particularly described therein

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

Granted to: The City of Corona, a California municipal corporation  
Purpose: Water reclamation facilities purposes  
Recording Date: April 3, 2018  
Recording No: 2018-126851 of Official Records  
Affects: Said land more particularly described therein

and Re-Recording Date: March 15, 2019  
and Re-Recording No: 2019-88089 of Official Records  
Reason: This correction deed is being recorded for the purpose of correcting the deed recorded April 3, 2018 as Document No. 2018-126851 and to replace said recorded deed.

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

Granted to: Southern California Edison Company, a corporation  
Purpose: Underground electrical supply systems and communication systems  
Recording Date: August 27, 2020  
Recording No: 2020-400506 of Official records  
Affects: Said land more particularly described therein

29. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

30. 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.

31. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.

**END OF SCHEDULE B EXCEPTIONS**

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



**REQUIREMENTS SECTION:**

1. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Riverside County Transportation Commission, a public agency

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

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

2. Unrecorded matters which may be disclosed by an Owner's Affidavit or Declaration. A form of the Owner's Affidavit/Declaration is attached to this Preliminary Report/Commitment. This Affidavit/Declaration is to be completed by the record owner of the land and submitted for review prior to the closing of this transaction. Your prompt attention to this requirement will help avoid delays in the closing of this transaction. Thank you.

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



### INFORMATIONAL NOTES SECTION

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. For wiring Instructions please contact your Title Officer or Title Company Escrow officer.
3. 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.
4. 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.
5. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

Typist: ss0

Date Typed: February 24, 2022



## Wire Fraud Alert

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

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

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

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

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

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

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



## Notice of Available Discounts

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

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

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

### **FNF Underwritten Title Company**

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

### **Underwritten by FNF Underwriters**

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

### **Available Discounts**

#### **DISASTER LOANS (CTIC, CLTIC, FNTIC)**

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

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

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



# FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective August 1, 2021

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

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

## **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

## **Collection of Browsing Information**

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

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

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

## **Other Online Specifics**

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

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

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

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

## **Use of Personal Information**

FNF uses Personal Information for three main purposes:

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

## **When Information Is Disclosed**

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

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;



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

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see “Choices with Your Information” to learn how to restrict that sharing.

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

### **Security of Your Information**

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

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an “opt out” request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

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

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

**For Nevada Residents:** You may be placed on our internal Do Not Call List by calling (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

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

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

### **Information From Children**

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

### **International Users**

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

### **FNF Website Services for Mortgage Loans**

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



**Your Consent To This Privacy Notice; Notice Changes**

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

**Accessing and Correcting Information; Contact Us**

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

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



## ATTACHMENT ONE (Revised 05-06-16)

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

#### EXCLUSIONS FROM COVERAGE

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

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

#### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

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

#### ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

#### EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;



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

### **LIMITATIONS ON COVERED RISKS**

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

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

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

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

### **2006 ALTA LOAN POLICY (06-17-06)**

#### **EXCLUSIONS FROM COVERAGE**

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

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

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

#### **EXCEPTIONS FROM COVERAGE**

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



## **{PART I**

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

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

## **PART II**

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

### **2006 ALTA OWNER'S POLICY (06-17-06)**

#### **EXCLUSIONS FROM COVERAGE**

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

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

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

#### **EXCEPTIONS FROM COVERAGE**

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

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

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



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

### EXCLUSIONS FROM COVERAGE

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

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











## OWNER'S DECLARATION

The undersigned hereby declares as follows:

1. (Fill in the applicable paragraph and strike the other)

- a. Declarant ("Owner") is the owner or lessee, as the case may be, of certain premises located at \_\_\_\_\_,  
further described as follows: See Preliminary Report/Commitment No. ~~92016917-920-CMM-CM8~~ for full legal  
description (the "Land").
- b. Declarant is the \_\_\_\_\_ of \_\_\_\_\_ ("Owner"),  
which is the owner or lessee, as the case may be, of certain premises located at \_\_\_\_\_,  
further described as follows: See Preliminary Report/Commitment No. ~~92016917-920-CMM-CM8~~ for full legal  
description (the "Land").

2. (Fill in the applicable paragraph and strike the other)

- a. During the period of six months immediately preceding the date of this declaration no work has been done, no surveys or architectural or engineering plans have been prepared, and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on the Land or in connection with the improvement of the Land in any manner whatsoever.
- b. During the period of six months immediately preceding the date of this declaration certain work has been done and materials furnished in connection with \_\_\_\_\_ upon the Land in the approximate total sum of \$\_\_\_\_\_, but no work whatever remains to be done and no materials remain to be furnished to complete the construction in full compliance with the plans and specifications, nor are there any unpaid bills incurred for labor and materials used in making such improvements or repairs upon the Land, or for the services of architects, surveyors or engineers, except as follows:\_\_\_\_\_. Owner, by the undersigned Declarant, agrees to and does hereby indemnify and hold harmless ~~Commonwealth Land Title Company~~ against any and all claims arising therefrom.

3. Owner has not previously conveyed the Land; is not a debtor in bankruptcy (and if a partnership, the general partner thereof is not a debtor in bankruptcy); and has not received notice of any pending court action affecting the title to the Land.

4. Except as shown in the above-referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied mortgages, deeds of trust, Uniform Commercial Code financing statements, regular assessments, or taxes that constitute a lien against the Land or that affect the Land but have not been recorded in the public records.

5. The Land is currently in use as \_\_\_\_\_; \_\_\_\_\_ occupy/occupies the Land; and the following are all of the leases or other occupancy rights affecting the Land:  
\_\_\_\_\_

6. There are no other persons or entities that assert an ownership interest in the Land, nor are there unrecorded easements, claims of easement, or boundary disputes that affect the Land.

7. There are no outstanding options to purchase or rights of first refusal affecting the Land.

8. There are no material violations of any current, enforceable covenant affecting the Property and the Undersigned has received no written notice from any third party claiming that there is a present violation of any current, enforceable covenant affecting the Property.



This declaration is made with the intention that **Commonwealth Land Title Company** and **Commonwealth Land Title Insurance Company** (the "Company") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Owner, by the undersigned Declarant, agrees to indemnify the Company against loss or damage (including attorneys fees, expenses, and costs) incurred by the Company as a result of any untrue statement made herein.

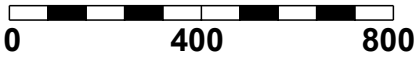
I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on \_\_\_\_ at \_\_\_\_\_.

Signature: \_\_\_\_\_

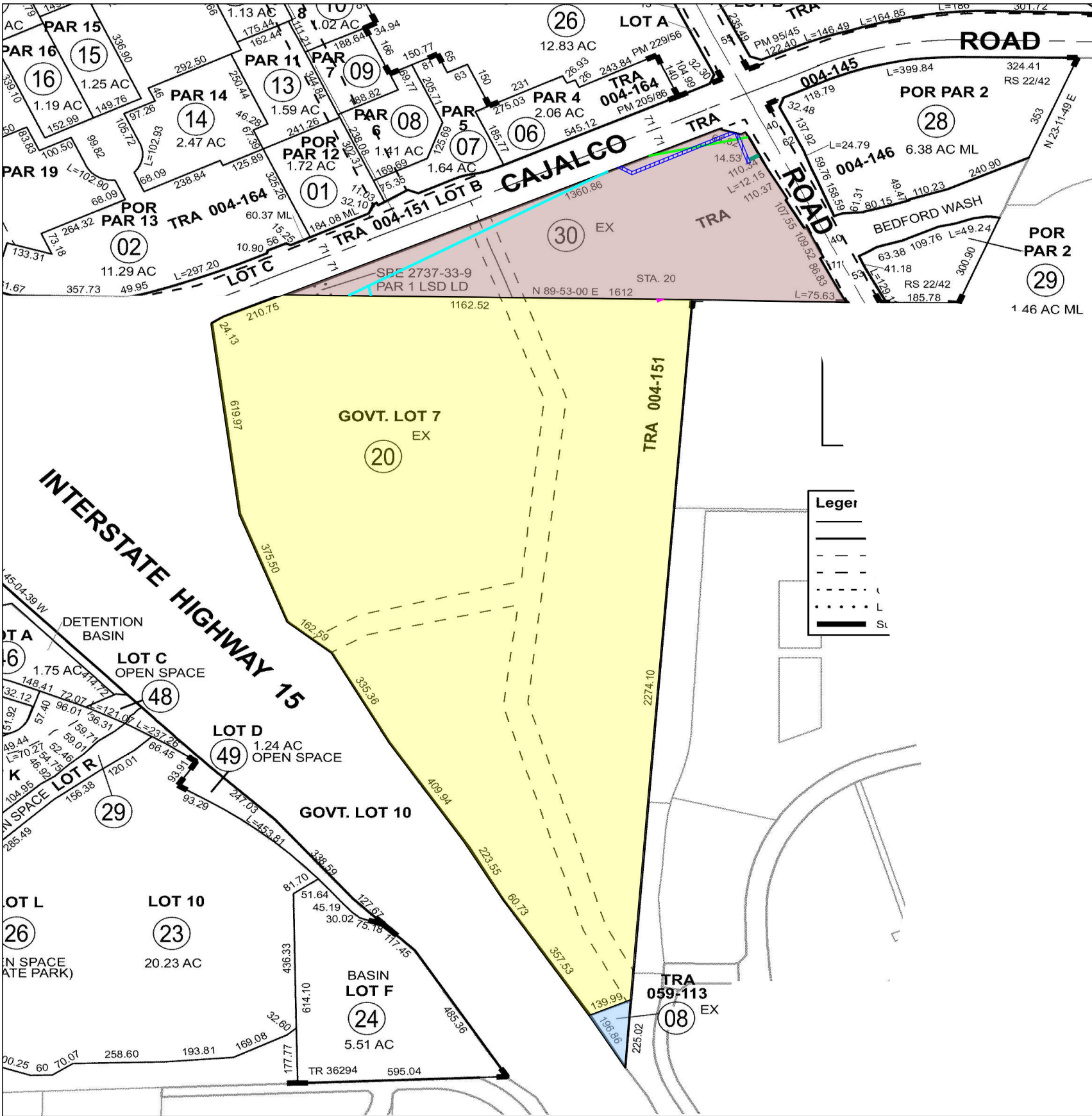
Signature: \_\_\_\_\_



Scale 1 inch = 400 Feet



SHEET 1 OF 2



LEGEND

Parcel 1 (Fee, Property in Question)

Parcel 2 (Fee, Property in Question)

Parcel 3 (Fee, Property in Question)

Item No. 4 (line eas) - Easement for utilities  
10/22/1952, Book 1409, Page 510, of Official Records  
Affects as described therein

Item No. 5 - Easement for either or both poles or underground facilities  
09/21/1960, Instrument No. 82394, Book 2769, Page 467, of Official Records  
Affects said land  
Said Easement is not specifically delineated and is un-locatable

Item No. 14 - Easement for storm drain channel and appurtenances  
12/22/2004, Instrument No. 2004-1015897, of Official Records  
Affects as described therein

Item No. 15 - Easement for pipeline  
12/22/1948, Book 1038, Page 8, of Official Records  
02/05/1957, Book 2040, Page 534, of Official Records  
Affects said land  
Said Easement is not specifically delineated and is un-locatable

Item No. 16 (line eas) - Easement for public utilities  
03/11/1949, Book 1058, Page 410, of Official Records  
Affects as described therein

Item No. 17 (line eas) - Easement for public utilities  
10/04/1956, Book 1981, Page 168, of Official Records  
Affects as described therein

Item No. 18 - Easement for public utility, public service, drainage and structures  
04/14/1959, Instrument No. 31470, Book 2451, Page 267, of Official Records  
Affects said land  
Said Easement is not specifically delineated and is un-locatable

Item No. 20 - Easement for public utilities  
02/13/1992, Instrument No. 49707, of Official Records  
Affects as described therein

Item No. 21 - Easement for public utilities  
08/13/1992, Instrument No. 301799, of Official Records  
Affects as described therein

©2022  
**Commonwealth Land Title Company**  
4100 Newport Place Dr., Suite 120  
Newport Beach, CA 92660  
Phone: (949) 724-3170

Title Order No. 92016917, Preliminary Report Dated as of February 15, 2022

Reference : 92016917

Property: 3710 Temescal Canyon Road, Corona, State Of California

Drawing Date: March 02, 2022

Assessor's Parcel No. : 279-240-020, 008 & 279-530-030

Data :

*This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.*

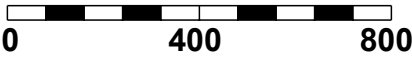
Plat Showing,  
Parcel 1: That portion of Lot 1 of Exclusion Map of all the lands from Coronita Tract No. 3, in the City of Corona, County of Riverside, State of California.  
Parcel 2: That portion of the Southeast Quarter of the Southwest Quarter (also known as Government Lot 10) of Fractional Section 16, Township 4 South, Range 6 West, San Bernardino Meridian, in the City of Corona, County of Riverside, State of California.  
Parcel 3: That portion of Section 16, Township 4 South, Range 6 West, San Bernardino Base and Meridian, in the City of Corona, County of Riverside, State of California.

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of  
2

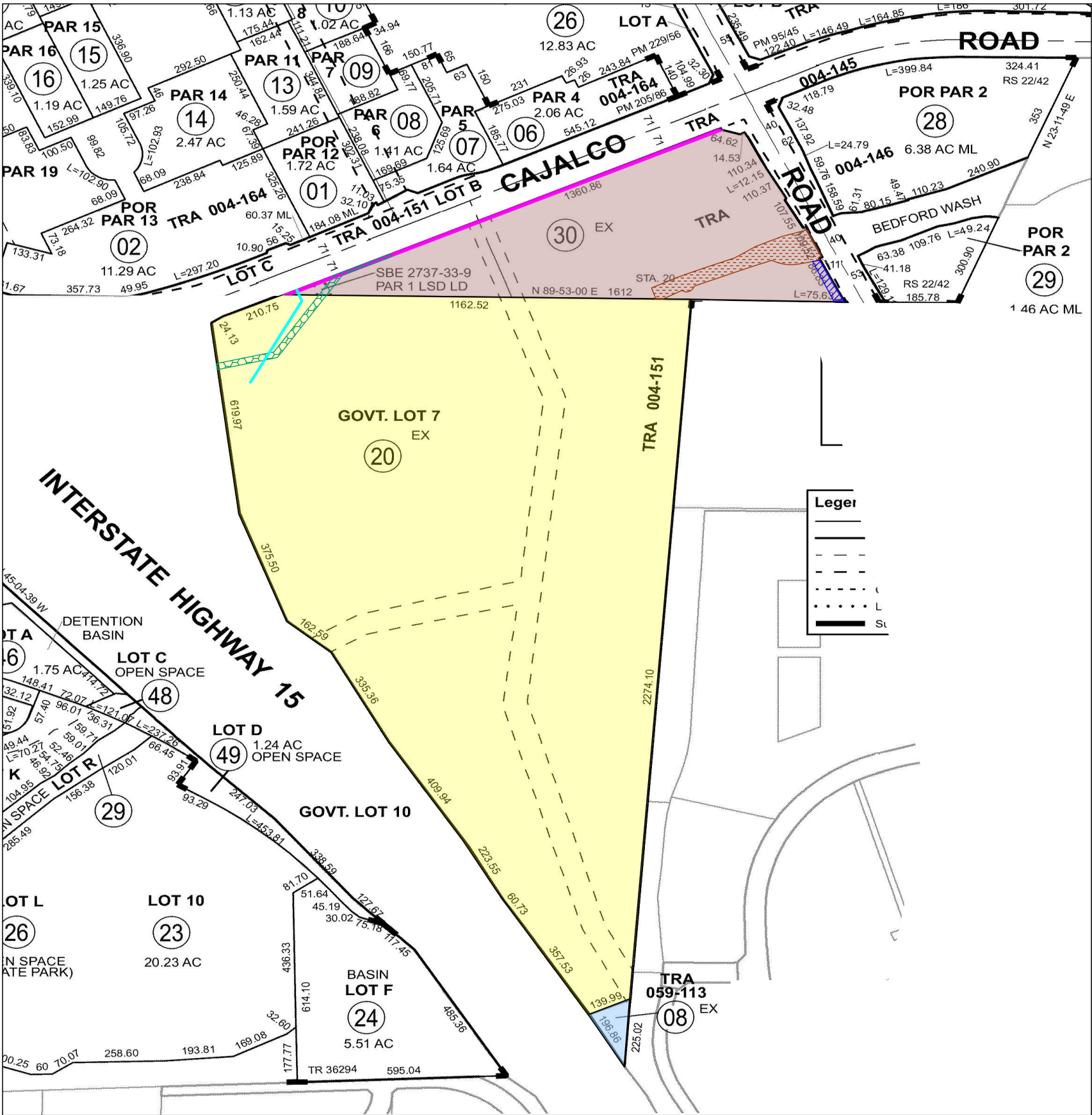
Archive #



Scale 1 inch = 400 Feet



SHEET 2 OF 2



LEGEND

Parcel 1 (Fee, Property in Question)

Parcel 2 (Fee, Property in Question)

Parcel 3 (Fee, Property in Question)

Item No. 23 - Easement for storm drain  
04/07/2011, Instrument No. 2011-154132, of Official Records  
Affects as described therein

Item No. 23 - Easement for landscape  
04/07/2011, Instrument No. 2011-154132, of Official Records  
Affects as described therein

Item No. 25 - Easement for slope drainage and access  
03/02/2017, Instrument No. 2017-87515, of Official Records  
Affects as described therein

Item No. 26 - Easement for water reclamation facilities purposes  
03/02/2018, Instrument No. 2018-105398, of Official Records  
Affects as described therein

Item No. 27 - Easement for water reclamation facilities purposes  
04/03/2018, Instrument No. 2018-126851, of Official Records  
03/15/2019, Instrument No. 2019-88089, of Official Records  
Affects as described therein

Item No. 28 - Easement for underground electrical supply systems and  
communication systems  
08/27/2020, Instrument No. 2020-400506, of Official Records  
Affects as described therein

©2022

Commonwealth Land Title Company

4100 Newport Place Dr., Suite 120

Newport Beach, CA 92660

Phone: (949) 724-3170

Title Order No. 92016917, Preliminary Report Dated as of February 15, 2022

Reference : 92016917

Property: 3710 Temescal Canyon Road, Corona, State Of California

Drawing Date: March 02, 2022

Assessor's Parcel No. : 279-240-020, 008 & 279-530-030

Data :

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

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of  
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Archive #