



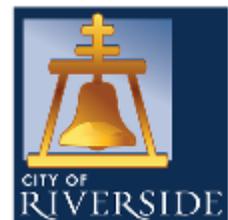
## Request For Purchase and Development Proposals

**2.06 acres of vacant land  
Easterly side of Magnolia Avenue  
south of Elizabeth Street**

**A unique development opportunity in the  
Magnolia Center neighborhood of the City of Riverside**

**Issued by: City of Riverside**

**Issue Date: October 18, 2016  
Proposal Due Date: December 15, 2016**

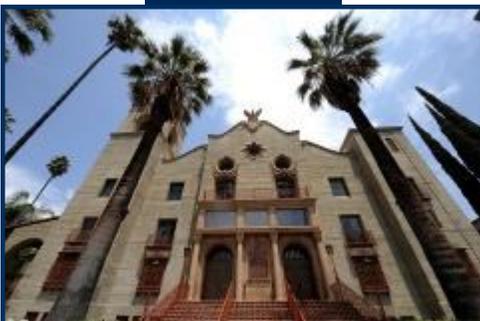


**RiversideCA.gov**



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Incorporated in 1883, Riverside is a Charter City with a unique blend of historic charm and modern city features. While rich in history, Riverside is investing in the future and has invested billions of dollars in infrastructure improvements to serve residents and businesses well into the future. The uniqueness of Riverside comes from its people, "Riversiders", and the strong collaborative partnerships that exist among civic, cultural, educational, and business leaders.

The award-winning City of Riverside is located approximately 60 miles (97 km) east of Los Angeles. The City is ranked #1 among all Inland Southern California cities in virtually every economic indicator; including number of jobs, number of businesses and assessed valuation. With a population of 317,307 people, the City is ranked the 59th-largest city in the United States. The City is the 12th largest city in California, the 6th in Southern California, and the largest city in the Inland Riverside-San Bernardino-Ontario metropolitan area of Southern California. The City continues to be recognized for its ongoing achievements and has received numerous awards.



**Some of the awards and recognition that Riverside has received include: No. 1 City for Small Business by Inc. Magazine (2014), No. 8 Coolest City in America by Forbes (2014), No. 1 for Job Growth in 2013 (ASU), No. 2 Spot for Tech in the U.S. (2013), 2012 Intelligent Community Site of the Year, and 2011 Can-Do City (Newsweek).**

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Riverside has seen tremendous investment over the last 10 years resulting in an increasingly affluent and educated population and diversified industry clusters; all vital qualities for economic stability and long-term prosperity. As an important financial and professional center, Riverside offers the support of many legal, accounting, brokerage, architectural, engineering and technology firms as well as banking institutions.

Riverside is home to four internationally recognized universities and colleges which support an estimated 50,000+ students. The University of California, Riverside, California Baptist University, La Sierra University, and Riverside Community College, offer specialized training, research partnerships, and a high-technology environment to support emerging and innovative companies. Businesses in Riverside benefit from excellent freeway and rail access, high-speed fiber optic telecommunications, reasonable land and building costs, City owned electrical and water systems and a large general aviation airport.

Riverside enjoys a rich heritage which is reflected in the City's architecture, cuisine, culture, and civic life. Riverside has evolved from a quiet agricultural colony into a dynamic, active city and is a hub for higher education, technology, commerce, law, finance and culture. Riversiders enjoy many artistic venues from excellent film, dance and symphony to art, museums, and theater which add a layer of depth to the City experience.



*Looking towards Magnolia Avenue from alleyway*

## The Opportunity

**As a result of the City of Riverside's Public Works Department completion of the Magnolia Avenue Grade Separation, approximately 2.06 acres of vacant land is no longer needed by the City. The site is located on the easterly side of Magnolia Avenue between Elizabeth Street and the adjacent railroad right-of-way**

The City of Riverside (City) is pleased to offer an exciting opportunity for the purchase and subsequent development of the vacant land located on the easterly side of Magnolia Avenue between Elizabeth Street and the adjacent railroad right-of-way, also known as portions of Assessor Parcel Nos. 225-052-005, 225-052-008, 225-052-009, 225-052-010, 225-052-019, 225-052-021, and 225-052-023. The site is graded above the Magnolia Avenue roadway and a non-exclusive access easement and right-of-way for ingress and egress, and the maneuvering of motor vehicles from Magnolia Avenue is recorded on a portion of APN 225-052-005 as generally shown on Attachment 1 - "Property" and in Attachment 4 - Preliminary Title Report Schedule B, Parcel 1, Item No. 3.

The Property has been declared surplus by the City Council and the requirement to offer the Property to public agencies has been completed. The ideal proposer will have demonstrated relevant development experience and will construct a quality development which will enhance the surrounding neighborhood and provide job opportunities for local residents.



Looking west towards Magnolia Avenue

## Sold "As-Is"

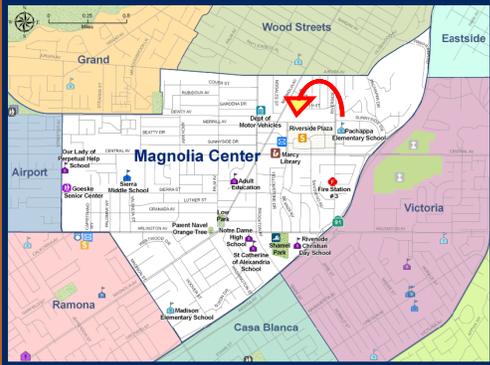
The City is offering the Property "As-Is". From 1936 to 2009, dry cleaning activities took place at 6186 Magnolia located on the northerly portion of the Property. Environmental remediation of the Property was completed by the former owner at their own expense; however, as a result of tetrachloroethylene (PCE) impacted soil on the Property, future development shall be subject to the following requirements set by the California State Water Resources Control Board - Region 8, Santa Ana Regional Water Quality Control Board (Lead Agency - "Board") at the selected Proposer's sole cost and expense:

- Design of a Vapor Intrusion Mitigation System (VMS) for the parcel subject to Board approval;
- Construction of the vapor barrier system and associated piping of the VMS and testing of vapor barrier once it has been installed prior to the construction of concrete slab and building (s);
- Preparation of a final draft Land Use Covenant (LUC) by the City or potential developer for Board review and revisions if necessary, prior to approval of the LUC by the Regional Board's Executive Officers;
- Recording of the final LUC at the Riverside County Clerk's Office,
- Board preparation of a conditional "No Further Action" letter for the City or the developer of the Property; and
- Installation of monitoring devices on the roof of such building (s) including:  
a) Fan, b) Exhaust Cap, c) Flow Gauge, d) Test port, and e) System Failure Device.

Below is the website link to the Board's Case No. 208008 for the Property:

[http://geotracker.waterboards.ca.gov/profile\\_report.asp?global\\_id=T10000001289](http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000001289)

**Note:** The Proposer shall be responsible for conducting any independent environmental survey information and Property due diligence at their own cost and expense.



## Project Area

The Property is located in the Magnolia Center neighborhood, an important commercial hub of Riverside, sometimes considered a second downtown. Magnolia Center has been a part of the City of Riverside since its foundation in 1883. Several of Riverside's major streets converge at Magnolia Center – Magnolia, Central, Arlington, Jurupa and Brockton Avenues – making it a natural location for commercial activities. As such, Magnolia Center is home to notable shopping centers, the Riverside Plaza, Brockton Arcade, and Magnolia Town Center. The newly renovated Riverside Plaza is a lifestyle center in the heart of Magnolia Center which includes a 16-screen Regal Multiplex Theater and a variety of excellent dining and shopping opportunities. On weekends, a diverse variety of live outdoor entertainment can be enjoyed by all on the Riverside Plaza Main Street. The Brockton Arcade, opened March 1956, retains much of the character of the original “Mid-Century Modern” architectural style. Close by is Riverside Medical Clinic's new medical offices located on Brockton Avenue and Dixon Drive.

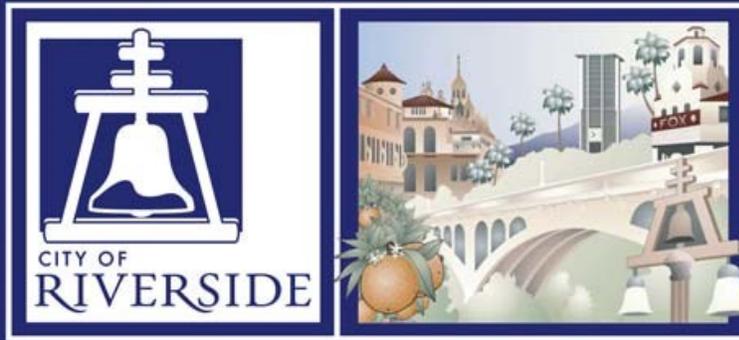
The Magnolia Avenue Corridor is an integral part of the City and the Magnolia Center neighborhood. The General Plan 2025 Program, envisioned mixed-use neighborhood and mixed-use village land uses along portions of Brockton and Magnolia Avenues. Adoption of the Magnolia Avenue Specific Plan - Magnolia Center District, will revitalize the area, while maintaining and preserving the character of the neighborhood. Magnolia Center is also a civic hub. It is well served by public facilities, community parks and schools. The Marcy Branch Library, Magnolia Center Fire Station, Janet Goeske Senior/Handicapped Community Center, and Shamel Park are important civic resources within the neighborhood. Finally, educational needs are met by the many public and private schools.



## Demographic Information

(Source ESRI 8/3/16)

Radius	3 Mile	5 Mile
<b>Population</b>		
2021 Projected Population:	127,381	290,559
2016 Population:	121,890	278,071
2016 Median Age:	31.8	29.8
<b>Housing</b>		
2021 Projected Households:	39,245	85,624
2016 Census Households:	37,758	82,393
2016 Avg. Household Size:	3.13	3.25
2016 Owner Occupied Units:	19,978	43,779
2016 Renter Occupied Units:	17,779	38,614
<b>Income</b>		
2016 Avg. Household Income:	72,026	71,889
2016 Med. Household Income:	\$51,645	\$51,813
2016 Per Capita Income:	\$23,065	\$22,098
2016 Households Earning Over \$100,000:	7,705	17,374
<b>Employment</b>		
2016 Daytime Jobs:	55,191	115,556



GENERAL PLAN 2025

## Zoning and General Plan

Zoning ordinances define land uses in a community and benefit the community by establishing design standards. The General Plan 2025, adopted November 2007, is the City's basic planning document and provides a blueprint for development throughout the community and addresses all aspects of development and community enhancement, including housing, traffic, natural resources, open space, safety, land uses, and public facilities by defining these guidelines. All of these aspects are considered whenever a builder, developer, or homeowner submits a plan for review.

The Property is located within the Magnolia Avenue Specific Plan -Magnolia Center District planning area. A majority of the Property is zoned CG (commercial general) with the easterly most portion zoned CR (commercial retail). The objective of the Magnolia Center District is to revitalize the area's role as a sub-regional and business center while preserving the character of the nearby residential areas. The Commercial General and Retail Zones are intended to allow for a broad range of indoor oriented retail sales, service, and office uses as either stand-alone businesses or as part of commercial centers or office developments. Each proposer is encouraged to review the City's Zoning Code and General Plan requirements and consult with the Planning Division to discuss proposed uses prior to submission of a proposal. Additional information regarding the City's Zoning Code, General Plan, and Magnolia Avenue Specific Plan is available by the following website link:

<http://www.riversideca.gov/planning/cityplans-csp-masp.asp>

Please Note: The Magnolia Specific Plan prohibits automotive related uses and drive-thru restaurants when visible from Magnolia Avenue. Any required zoning change and/or specific or general plan amendment shall be at the sole cost and expense of the selected proposer.



## Developer Conditions

Upon City Council approval, the following developer conditions will be imposed on the selected proposer in the form of a Covenant, Condition, and Restrictions agreement, which will be recorded on the Property:

**Proposed Use:** The proposed use(s) for the Property must be compliant with all local, state, and federal laws and regulations, including the zoning code.

**Restricted Uses:** The following uses are restricted for the Property:

- Adult-oriented business or adult entertainment establishment;
- Sale of alcohol, except as allowed by the City after review and approval and permitted by the appropriate governmental agency; and
- Sale of weapons.

**Magnolia Specific Plan Prohibited Uses:**

- Automotive related uses and drive-thru restaurants when visible from Magnolia Avenue.

**Site Maintenance:** The selected proposer will, at his or her sole cost and expense, maintain the appearance and safety of the Property; remove all graffiti from the Property within 24 hours of its appearance; maintain in good order all landscape irrigation systems; and promptly remove and replace all dead and diseased landscaping material on the Property.

**Transfer to Government Agency:** The selected proposer shall not sell, lease, convey, assign, or otherwise transfer fee interest in the Property to any governmental or non-governmental tax exempt entity that would result in the Property becoming exempt from the payment of real property taxes.



# Purchase Price & Other Terms

## 1. Purchase Price & Other Terms

**Purchase Price:** The Property will be sold “as is” and is being offered for sale at a minimum amount of \$1,350,000 (\$15.00 per square foot) as determined by a recent independent third party appraisal. Please also note that the Purchase and Development Agreement is subject to the approval of the City Council.

**Deposit Amount:** Should the proposal be accepted by the City, a deposit in the amount of 2% of the proposed purchase price, or \$27,000, whichever is greater, will be required. The selected proposer shall submit the required deposit amount upon execution of a Purchase and Development Agreement. Please note that the deposit is non-refundable after 90 days from the effective date of an executed Purchase and Development Agreement.

**Closing Costs:** The City shall be responsible for one-half of the cost of escrow charges and CLTA standard form policy of title insurance. The selected proposer shall be responsible for all recording fees, transfer taxes, and cost of documentary stamps and one-half of the cost of escrow charges.

**Brokers:** Real Estate Broker participation is welcome. However, please note that the net sales proceeds to the City will be considered in the selection criteria - see Page 13.

The Proposer shall indicate the Purchase Price it is willing to pay for the Property and specify if the above terms are acceptable. If the terms are not acceptable, the Proposer shall stipulate terms for the City's consideration.

# Development Narrative



## 2. Development Narrative:

The proposer shall indicate whether its proposed development concept is compliant with the City's current zoning regulation (as detailed on page 8) and if not, the proposer should indicate why its proposed development concept is better suited for the site.

The proposer shall provide a preliminary development narrative, which shall include, but not be limited to, the type of uses or mix of uses for development, a proposed layout for the Property including a site plan and conceptual elevations, a development pro-forma, project statistics with building square-footage and height, parking, an anticipated investment amount, community benefit including estimated annual sales tax revenue, property tax revenue and number of jobs to be generated, a detailed list of intended users and projected occupancy dates, a long-term investment strategy, and an anticipated duration of holding period. If no intended users have been identified, please identify the development as speculative.



*Looking north towards Magnolia Avenue*

## Request for Purchase & Development Proposals

Each proposer is required to submit a proposal clearly addressing all of the requirements outlined in this Request for Purchase and Development Proposals (RFP). The details of the proposal shall be limited to twenty (20) pages and must include the single person who will be the primary contact for the proposer. Résumés and company qualification brochure data may be added to the 20-page proposal, provided this information is located in an Appendix at the back of the proposal.

Should the proposer have concerns about meeting any of the requirements, the proposer shall include a clearly labeled subsection with individual statements specifically identifying any concerns and exceptions. Though the proposer may submit a proposal organized according to its preference, the proposal submitted must be clear and concise, and contain the following required information.

# Development Experience



### **3. Development Experience:**

The proposer shall provide a summary of experience in developing projects that required interaction with a broad range of interested parties from both the public and private sectors.

#### **The following information is required from the proposer:**

- Names, addresses, telephone numbers and e-mail addresses of the proposer and identify the single person who will be the primary contact for the proposer.
- Description of experience within the most recent ten-year period related to projects that are similar in nature to the proposed development.
- Names and addresses of the key team members including architect and general contractor. For each project reference, include the development team member's role in the completed project and the time period of his or her involvement.
- Photographs showing completed projects that are similar in nature to the proposed development including construction costs, completion dates, locations, land uses, scales, scope of services, and the role of the proposer in these projects.
- Description of experience in completing projects of the scale and complexity of the proposed development.
- Any innovative aspects of previous development experience should be described in detail.
- Any relevant property management experience.



## Financial Strength & Project Timeline

### 4. Financial Strength:

The proposer shall provide bank and financial statements, lender pre-qualification letters or any other financial proof that can assist the City and Successor Agency in determining whether the proposer has the capacity to secure the necessary financing or provide cash on hand to facilitate the purchase of the Property at the close of escrow and the subsequent development of the Property. The proposer shall also provide a list of assets for collateral he or she is willing to pledge (as necessary) for financing purposes.

### 5. Project Timeline:

The proposer shall indicate whether the requirement below is acceptable or propose a different timeline for due diligence/entitlements and construction period.

**Due Diligence/Entitlements Period:** It is anticipated that the selected proposer will review the condition of the Property within ninety (90) days after opening of escrow. For your convenience, a site map depicting the location of existing Public Utilities has been included as Attachment 3. The proposer shall provide a timeline for project entitlements. It is preferred that the selected proposer obtain entitlements and close escrow as soon as possible, but no later than eighteen (18) months from the execution of the purchase agreement.

**Construction Period:** The proposer shall provide a timeline for the construction phase of the proposed development from the close of escrow including construction start and completion dates. It is preferred that construction of the proposed development be completed as soon as possible, but no later than two (2) years from the close of escrow.



## Selection Process

The City will conduct the selection process. The City is the final decision-maker regarding this selection, and it reserves the right to reject any or all proposals at any time. The City further reserves the right to request clarification or additional information from individual respondents and to request some or all respondents to make presentations to City, community groups or others.

**Selection Criteria:** The following criteria will be used for initial scoring purposes and to determine a proposer interview list (please note the City commits to interviewing, at a minimum, the top two responsive proposers).

- 1. Purchase Price (35%)**
- 2. Development Narrative (30%)**
- 3. Development Experience (15%)**
- 4. Financial Strength (10%)**
- 5. Project Timeline (10%)**

After proposer interviews, the City will re-score the interviewee's proposal using the aforementioned scoring criteria. The subsequent re-scoring of all interviewee's proposals shall be the basis for the selection of a proposer and a recommendation to the City Council for final approval.

All proposals submitted in response to the RFP become the property of the City and under the Public Records Act (Government Code § 6250 et. seq.) are public records. As such, all proposals may be subject to public review at least ten (10) days before selection and award. If a proposer claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the proposal. Personal information should be labeled as confidential and will remain so. Please note that under California law, price proposal to a public agency is not a trade secret.

## Instruction & Schedule



**All proposals are due by or before 5:00 P.M. December 15, 2016.** This time and date is fixed and extensions may not be granted. The City does not recognize the U.S. Postal Service, its postmarks or any other organization as its agent for purposes of dating the proposal. All proposals received after the deadline shown will be rejected, returned to sender and will not receive further consideration. Furthermore, the City reserves the right to reject any and all proposals and to waive information and minor irregularities in any proposal received.

Questions may be submitted to [landresen@riversideca.gov](mailto:landresen@riversideca.gov) by **5 PM November 4, 2016** and will be answered and posted to [www.riversideca.gov/cdd/rfp.asp](http://www.riversideca.gov/cdd/rfp.asp) by **5 PM November 18, 2016.**

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Mail (or hand-deliver) six (6) hard copies and one (1) electronic file of the proposal to:

**City of Riverside  
Community & Economic Development Department  
Attn: Lisa Andresen, Real Property Services Division  
3900 Main Street, 2nd Floor  
Riverside, CA 92522**

Please note, the City shall not be liable for any expenses, which may include, but are not limited to, preparation of the proposal or related information in response to the RFP; negotiations with the City on any matter related to the RFP; and costs associated with interviews, meetings, travel or presentations incurred by any proposer in relation to the preparation or submittal of the proposal. Additionally, the City shall not be liable for expenses incurred as a result of the City's rejection of any proposals made in response to the RFP.

# Inquiries



All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this RFP should be submitted in writing by 5 PM November 4, 2016 to:

**Lisa Andresen**

[landresen@riversideca.gov](mailto:landresen@riversideca.gov)

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To ensure fairness and avoid misunderstandings, **all communications must be in written format** and addressed **only** to the individual set forth above. Any verbal communications will not be considered or responded to. Written communications should be submitted via e-mail to the address provided above. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP. **Any communications, whether written or verbal, with any City Councilmember or City staff other than the individual indicated above (specific to this Request for Proposals), prior to award of a contract by City Council, is strictly prohibited and the proposer shall be disqualified from consideration.**

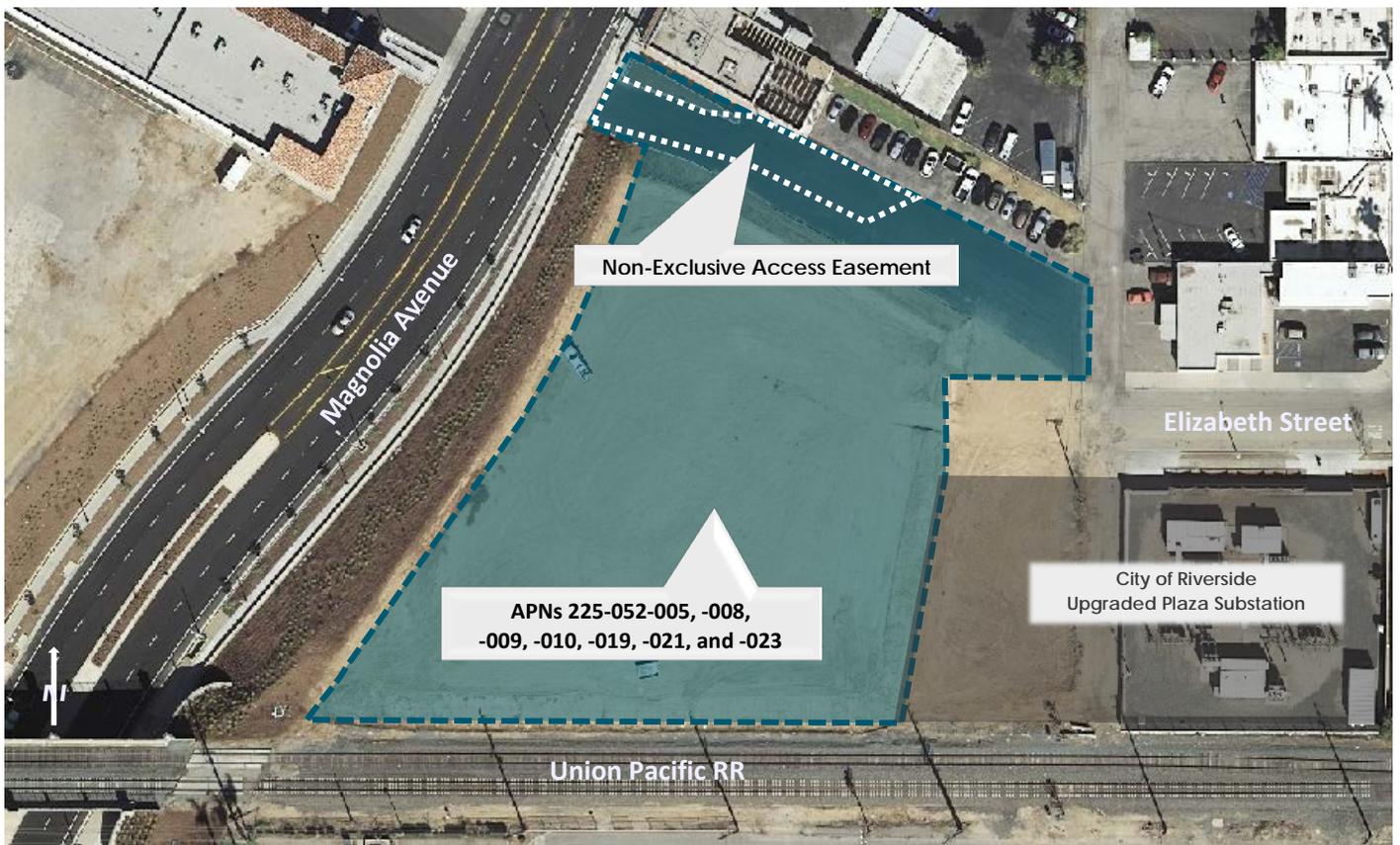
**Please note:** City reserves the right to amend, extend, withdraw or cancel this RFP. The City also reserves the right to reject all responses to this RFP at any time prior to an agreement being executed.

# Attachment 1 – Property

## Magnolia Avenue Grade Separation

### City Owned Land

Assessor Parcel Numbers 225-052-005, 225-052-008, 225-052-009,  
225-052-010, 225-052-019, 225-052-021, and 225-052-023



## Attachment 2

Magnolia Avenue Grade Separation Surplus  
East Side – North of Railroad  
APN: 225-052-005, -008, -009, -010, -019, -021, -023

That certain real property in the City of Riverside, County of Riverside, State of California described as follows:

That portion of the Northeast Quarter of the Northwest Quarter of Fractional Section 34, Township 2 South, Range 5 West, San Bernardino Base and Meridian, as shown by United States Government Survey, lying easterly of the southeasterly line of Magnolia Avenue, and more particularly described as follows:

**BEGINNING** at a point on the southeasterly line of Magnolia Avenue, South 27°30' West 585.85 feet from the intersection of said southeasterly line of Magnolia Avenue, with the east line of said Northeast Quarter of the Northwest Quarter of Fractional Section 34;

**THENCE** 62°30' East, a distance of 306.51 feet to the east line of said Northeast Quarter of the Northwest Quarter and the westerly boundary of Magnolia Center Tract, as shown by map on file in Book 17, Page 46 of Maps, Records of Riverside County, California;

**THENCE** South 00°07' East along said east line and said westerly boundary, a distance of 28.00 feet to the Southwest Lot 46 of said Magnolia Center Tract;

**THENCE** South 89°53' West, perpendicular to said east line and said westerly boundary, a distance of 90.28 feet, hereinafter referred to as Course "A";

**THENCE** South 00°07' East, parallel to said east line and said westerly boundary, a distance of 54.00 feet;

**THENCE** South 9°27'18" West, a distance of 151.38 feet to a point on the south line of an unnamed parcel as shown by Record of Survey on file in Book 116, Page 72 of Records of Survey, Records of said Riverside County, distant westerly 115.56 feet from the Southeast corner thereof;

**THENCE** South 89°18' West said south line, a distance of 312.00 feet to a point thereon hereinafter referred to as Point "A"; along

**THENCE** North 00°42' West, perpendicular to said south line, a distance of 40.10 feet to the beginning of a tangent curve concave southeasterly, having a radius of 48.00 feet;

**THENCE** north and northeasterly to the right along said curve an arc length of 30.10 feet through a central angle of 35°56'00";

**THENCE** North 35°14'00" East, a distance of 84.69 feet to the beginning of a tangent curve concave northwesterly, having a radius of 642.00 feet;

**THENCE** northeasterly to the left along said curve an arc length of 219.12 feet through a central angle of 19°33'20";

THENCE North 62°30' West, perpendicular to said southeasterly line of Magnolia Avenue, a distance of 15.85 feet to a point thereon, distant South 27°30' West , 39.57 feet from the Point of Beginning;

THENCE North 27°30' East, along said southeasterly Line, a distance of 39.57 feet to the **POINT OF BEGINNING.**

**EXCEPTING THEREFROM** that portion conveyed to the City of Riverside for Public Street and Alley purposes, by deed recorded November 10, 1949 in Book 1122, Page 481 of Official Records of Riverside County, California lying north of the hereinabove described Course "A".

**SUBJECT TO** a Non-Exclusive Access Easement in favor of Edward Jezberra, Jr. by a document recorded October 22, 2009 as Document No. 2009-0546628, Official Records of Riverside County, California.

**RESERVING THEREFROM** an easement and right-of-way for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, renewal and removal of **Storm Drain Facilities**, together with all necessary appurtenances, in, under, upon, over and along that portion of the above described parcel lying northwesterly of the following described line:

**COMMENCING** at the hereinabove described Point "A";

THENCE North 00°42' West, along the west line of the above described parcel, a distance of 38.62 feet to a point on a line 10 feet southeasterly, as measured at right angles and parallel to the northwest line of the above described parcel and to the **POINT OF BEGINNING;**

THENCE North 35°14'00" East, along said parallel line, a distance of 114.05 feet to the beginning of a tangent curve concave northwesterly, having a radius of 652.00 feet;

THENCE continuing along said parallel line northeasterly to the left along said curve an arc length of 261.13 feet through a central angle of 19°33'20"; to a point on the northeasterly line of the above described parcel and the **END** of this line description

Said property is a portion of parcels shown on Record of Survey on file in Book 6, Page 78 of Records of Survey, Records of Riverside County, California

Area – 89,718 S.F. - 2.06 Ac.

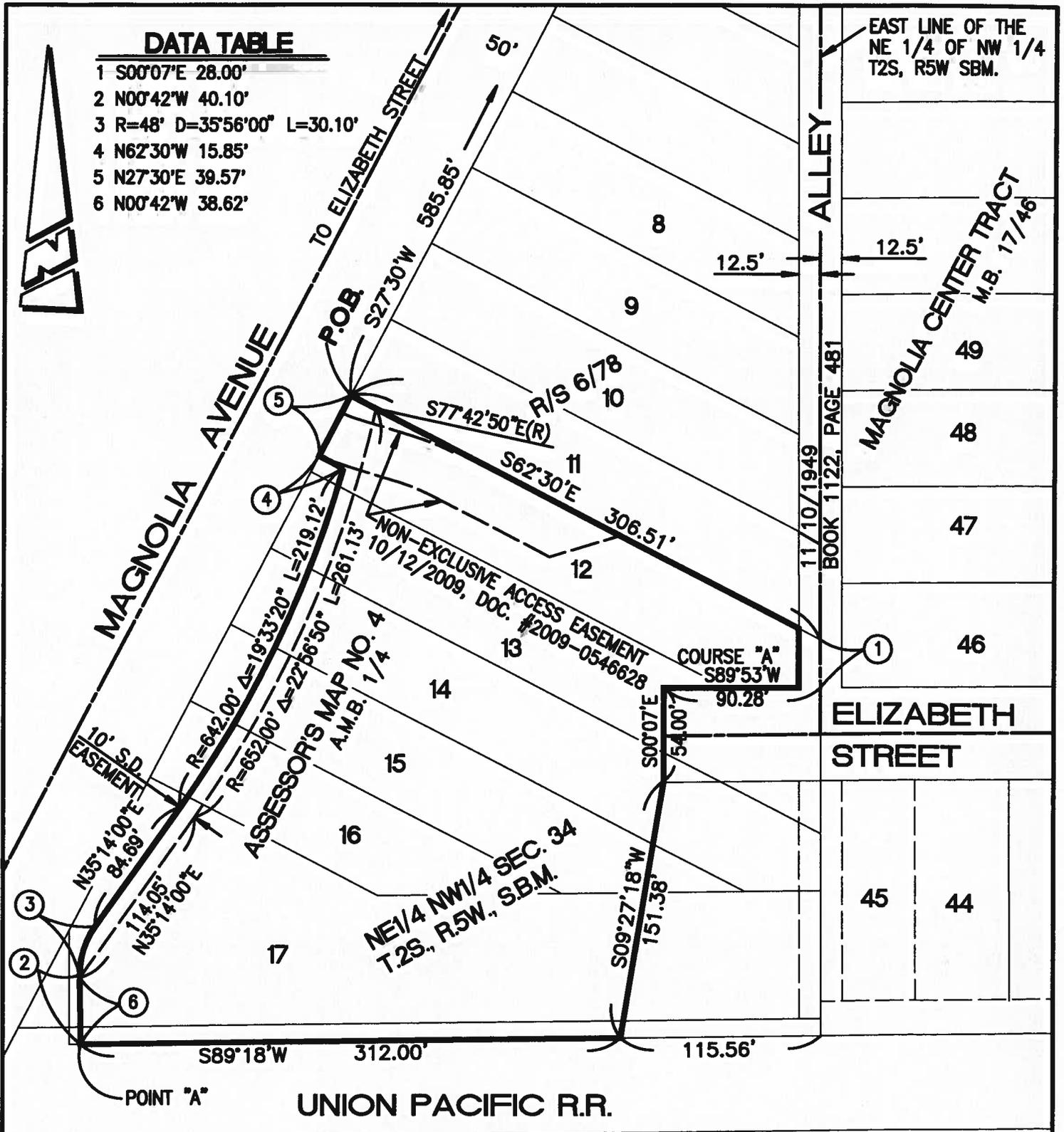
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 12/16/15  
Curtis C. Stephens, L.S. 7519                      Date                      Prep. 



**DATA TABLE**

- 1 S00°07'E 28.00'
- 2 N00°42'W 40.10'
- 3 R=48' D=35°56'00" L=30.10'
- 4 N62°30'W 15.85'
- 5 N27°30'E 39.57'
- 6 N00°42'W 38.62'



**• CITY OF RIVERSIDE, CALIFORNIA •**

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

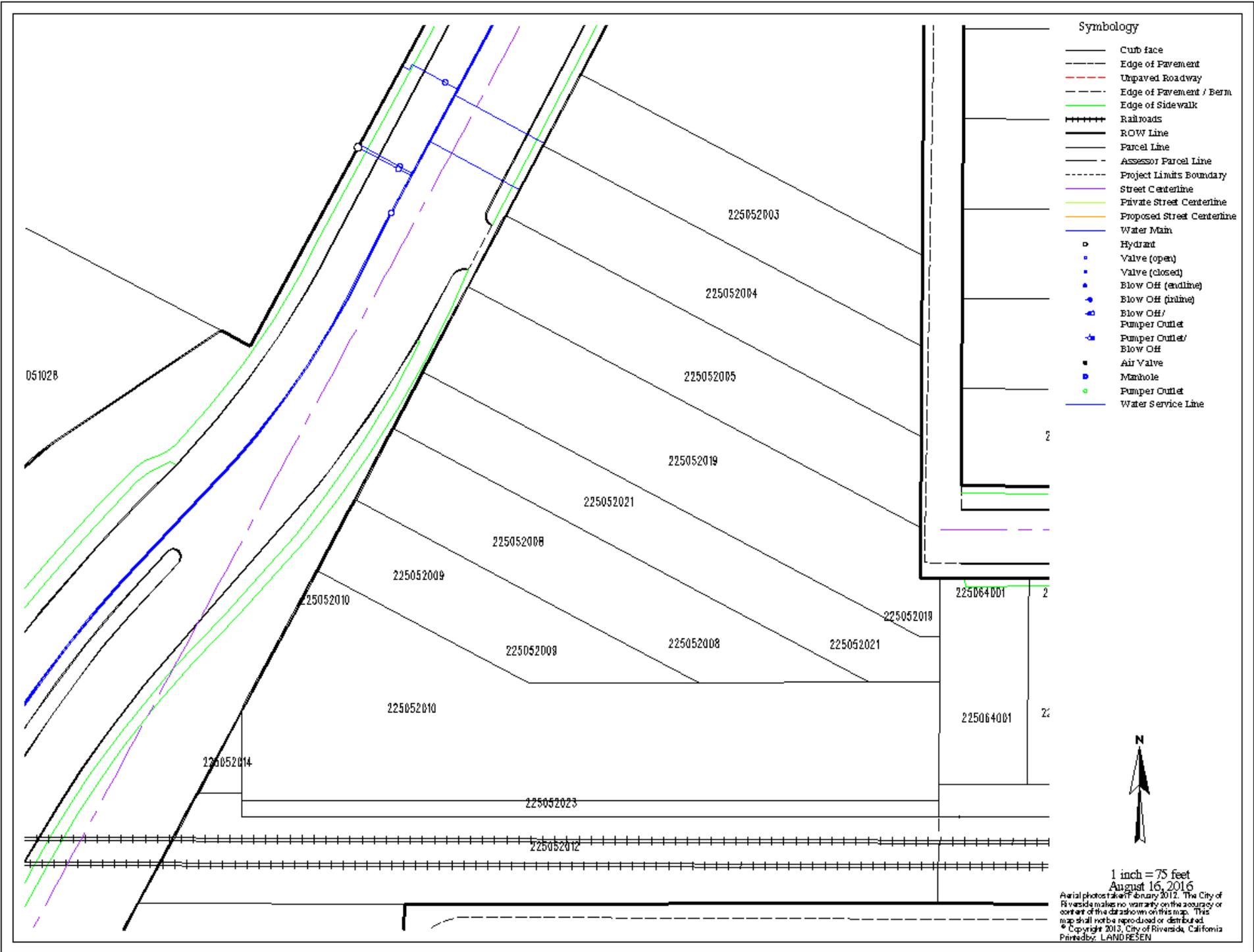
SCALE: 1"=80'

DRAWN BY: CURT

DATE: 10/19/15

SUBJECT: MAGNOLIA AVE UNDERPASS-EXCESS R/W





- Symbology**
- Curb face
  - - - Edge of Pavement
  - . - . Unpaved Roadway
  - - - Edge of Pavement / Berm
  - - - Edge of Sidewalk
  - ||||| Railroads
  - ROW Line
  - Parcel Line
  - - - Assessor Parcel Line
  - - - Project Limits Boundary
  - Street Centerline
  - Private Street Centerline
  - Proposed Street Centerline
  - Water Main
  - Hydrant
  - Valve (open)
  - Valve (closed)
  - Blow Off (endline)
  - ◆ Blow Off (inline)
  - ◊ Blow Off / Pumper Outlet
  - ◄ Pumper Outlet / Blow Off
  - Air Valve
  - Manhole
  - Pumper Outlet
  - Water Service Line

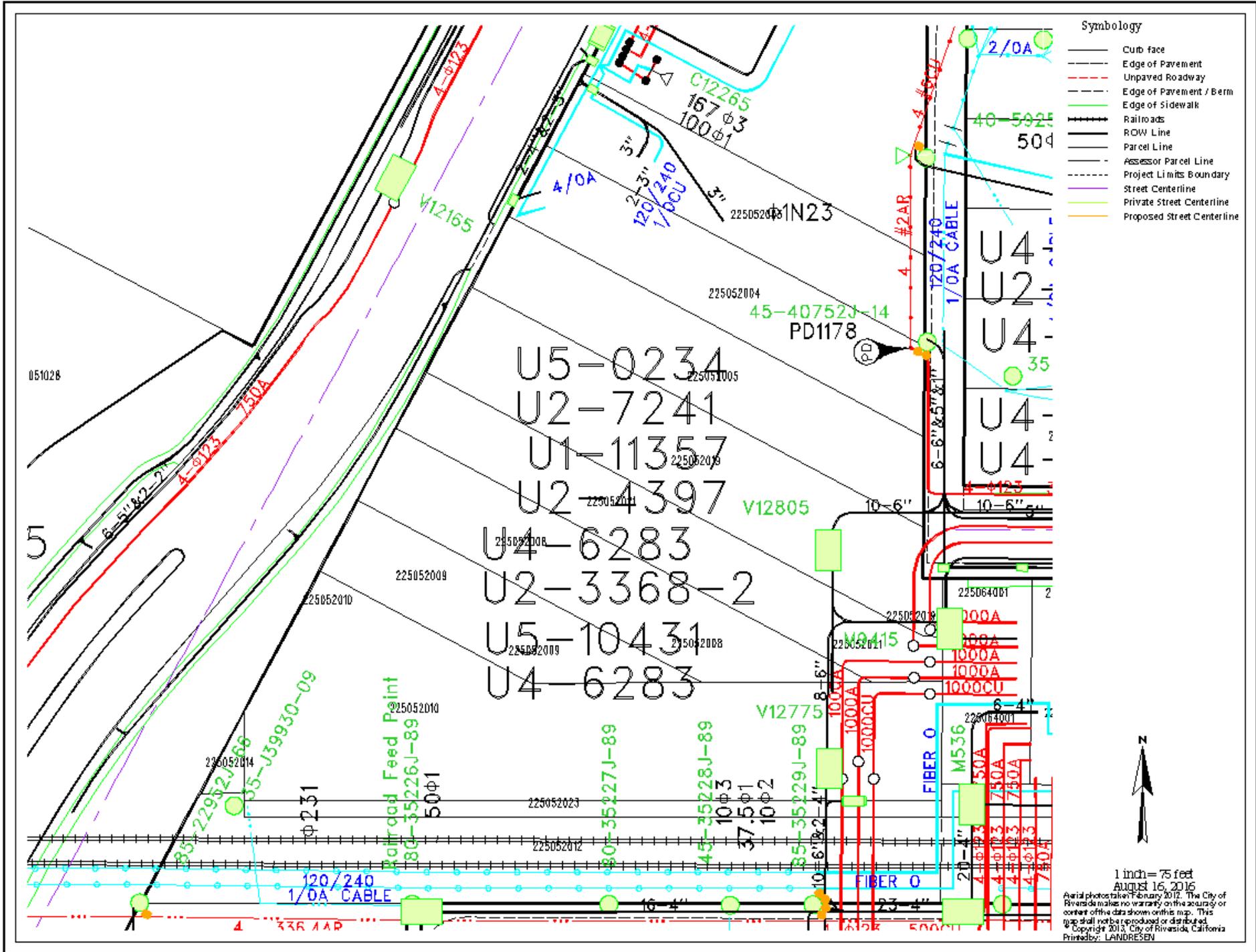
2

2

2



1 inch = 75 feet  
 August 16, 2016  
 Aerial photos taken February 2012. The City of Riverside makes no warranty on the accuracy or content of the data shown on this map. This map shall not be reproduced or distributed.  
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 Printed by: LAND PESEN





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

City of Riverside, Development Dept.  
3900 Main Street, 5th Floor  
Riverside, CA 92522

Attn: Lisa Andresen

Our File No: 09201504  
Title Officer: Chris Maziar  
e-mail: unit10@cltic.com  
Phone: (949) 724-3170  
Fax: (949) 258-5740

Your Reference No: 225-052-005 PLUS

Property Address: 6180, 6186, 6192, 6204, 6214, 6222 MAGNOLIA AVE, Riverside, California

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## PRELIMINARY REPORT

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Dated as of August 9, 2016 at 7:30 a.m.

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:

### **A Preliminary Report Only**

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

### **A FEE**

Title to said estate or interest at the date hereof is [vested in:](#)

**City of Riverside, a municipal corporation, as to Parcels 1, 2 and 3;**

**City of Riverside, a California charter city and municipal corporation, as to Parcels 4, 5, 6, 7 and 8.**

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

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

**EXHIBIT "A"**

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

PARCEL 1: 225-052-005

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, LYING EASTERLY OF THE SOUTHEASTERLY LINE OF MAGNOLIA AVENUE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF MAGNOLIA AVENUE, SOUTH 27 DEGREES 30' WEST 585.85 FEET FROM THE INTERSECTION OF SAID SOUTHEASTERLY LINE OF MAGNOLIA AVENUE, WITH THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID FRACTIONAL SECTION 34; THENCE CONTINUING SOUTH 27 DEGREES 30' WEST, ALONG SAID SOUTHEASTERLY LINE OF MAGNOLIA AVENUE, 50 FEET; THENCE SOUTH 62 DEGREES 30' EAST, 332.67 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 07' WEST ALONG SAID EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, 56.55 FEET; THENCE NORTH 62 DEGREES 30' WEST, 306.51 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF RIVERSIDE, FOR PUBLIC STREET AND ALLEY PURPOSES, BY DEED RECORDED NOVEMBER 10, 1949 IN [BOOK 1122 PAGE 481](#) OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

SAID PROPERTY IS ALSO SHOWN ON RECORD OF SURVEY ON FILE IN [BOOK 6, PAGE 78](#) OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2: 225-052-008

ALL THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, LYING EASTERLY OF THE SOUTHEASTERLY LINE OF MAGNOLIA AVENUE AND PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF MAGNOLIA AVENUE, SOUTH 27° 30' WEST, 735.85 FEET FROM THE INTERSECTION OF SAID SOUTHEASTERLY LINE OF MAGNOLIA AVENUE WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID FRACTIONAL SECTION 34; THENCE SOUTH 27° 30' WEST, ALONG SAID SOUTHEASTERLY LINE OF MAGNOLIA AVENUE, 50 FEET; THENCE SOUTH 62° 30' EAST 242:17 FEET TO A LINE PARALLEL WITH AND 74.1 FEET NORTHERLY OF THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD; THENCE NORTH 89° 18' EAST, ALONG SAID LINE, 105.75 FEET; THENCE NORTH 62° 30' WEST 335.35 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PROPERTY IS ALSO SHOWN ON RECORD OF SURVEY ON FILE IN [BOOK 6 PAGE 78](#) OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY.

PARCEL 3: 225-052-009

ALL THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, WITH THE NORTH LINE OF THE RIGHT OF WAY OF THE SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD, AS DESCRIBED IN DEED RECORDED IN [BOOK 163 PAGE 314 OF DEEDS, RIVERSIDE COUNTY, RECORDS](#); THENCE WEST ALONG SAID NORTH LINE OF SAID RAILROAD RIGHT OF WAY, 434 FEET; THENCE AT A RIGHT ANGLE NORTH AND PARALLEL WITH EAST

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LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, 57 FEET, MORE OR LESS, TO A POINT IN THE SOUTHEASTERLY LINE OF MAGNOLIA AVENUE AS DESCRIBED IN DEED RECORDED MARCH 7, 1911 IN [BOOK 329 PAGE 190](#) OF DEEDS, RIVERSIDE COUNTY, RECORDS; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF MAGNOLIA AVENUE 100 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE OF MAGNOLIA AVENUE, A DISTANCE OF 50 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 242.17 FEET TO A POINT 74.1 FEET NORTH FROM THE RIGHT OF WAY OF SAID RAILROAD WHEN MEASURED ON A LINE AT RIGHT ANGLES THERETO; THENCE WEST, PARALLEL WITH THE NORTH LINE OF SAID RAILROAD RIGHT OF WAY AND 74.1 FEET NORTHERLY THEREFROM, 105.75 FEET TO A POINT 149 FEET, SOUTH 62° 30' EAST FROM SAID SOUTHEASTERLY LINE OF MAGNOLIA AVENUE; THENCE NORTH 62° 30' WEST, 149 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY IS ALSO SHOWN ON RECORD OF SURVEY ON FILE IN [BOOK 6 PAGE 78](#) OF RECORDS OF SURVEY, RIVERSIDE COUNTY, RECORDS.

PARCEL 4: 225-052-019

ALL THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, WITH THE NORTH LINE OF THE RIGHT OF WAY OF SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD COMPANY, AS DESCRIBED IN DEED RECORDED IN [BOOK 163 PAGE 314](#) OF DEEDS, RECORDS OF RIVERSIDE COUNTY RECORDS; THENCE WEST ALONG THE NORTH LINE OF SAID RAILROAD RIGHT OF WAY, 434 FEET; THENCE AT A RIGHT ANGLE NORTH AND PARALLEL WITH THE EAST LINE OF NORTHEAST QUARTER OF NORTHWEST QUARTER OF SAID SECTION 34, 56.48 FEET, MORE OR LESS TO THE SOUTHEASTERLY LINE OF MAGNOLIA AVENUE, AS DESCRIBED IN DEED RECORDED IN [BOOK 329, PAGE 190](#) OF DEEDS, RIVERSIDE COUNTY RECORDS; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF MAGNOLIA AVENUE 250 FEET FOR THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF MAGNOLIA AVENUE, A DISTANCE OF 50 FEET; THENCE AT A RIGHT ANGLE IN A SOUTHEASTERLY DIRECTION, 332.67 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE SOUTH ALONG SAID EAST LINE OF NORTHEAST QUARTER OF NORTHWEST QUARTER OF SAID SECTION 34, 56.65 FEET TO A POINT DISTANT 106.35 FEET NORTHERLY FROM THE NORTHERLY LINE OF SAID RAILROAD RIGHT OF WAY; THENCE IN A NORTHWESTERLY DIRECTION 358.61 FEET, TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED NOVEMBER 10, 1949 IN [BOOK 1122 PAGE 481 OF OFFICIAL RECORDS](#) OF RIVERSIDE COUNTY.

SAID PROPERTY IS ALSO SHOWN ON RECORD OF SURVEY ON FILE IN [BOOK 6, PAGE 78](#) RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE.

PARCEL 5: 225-052-021

THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, LYING SOUTHEASTERLY OF MAGNOLIA AVENUE, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, WITH THE NORTH LINE OF THE RIGHT OF WAY, OF SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD, AS DESCRIBED IN DEED RECORDED JUNE 13, 1903 IN [BOOK 163 PAGE 314](#) OF DEEDS, RECORDS OF RIVERSIDE COUNTY CALIFORNIA; THENCE WEST, ALONG THE NORTH LINE OF SAID RAILROAD RIGHT OF WAY, 434 FEET; THENCE NORTH 00° 07' WEST, PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, 56.48 FEET, MORE OR LESS TO THE SOUTHEASTERLY LINE OF MAGNOLIA AVENUE, AS DESCRIBED IN DEED TO THE CITY OF RIVERSIDE, RECORDED IN [BOOK 329, PAGE 190](#) OF DEEDS, RECORDS OF RIVERSIDE

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COUNTY, CALIFORNIA; THENCE NORTH 27° 30' EAST, ALONG SAID SOUTHEASTERLY LINE OF MAGNOLIA AVENUE, 200 FEET FOR THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 27° 30' EAST ALONG SAID SOUTHEASTERLY LINE OF MAGNOLIA AVENUE, 50 FEET; THENCE SOUTH 62° 30' EAST 358.81 FEET, MORE OR LESS, TO THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 00° 07' EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, 32.25 FEET; THENCE SOUTH 89° 18' WEST, 44.24 FEET; THENCE NORTH 62° 30' WEST, 335.35 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF RIVERSIDE BY DEED FILED FOR RECORD NOVEMBER 10, 1949 AS [INSTRUMENT NO. 1267](#).

SAID PROPERTY IS ALSO SHOWN ON RECORD OF SURVEY ON FILE IN [BOOK 6, PAGE 78](#) OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY.

PARCEL 6: 225-052-010

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34 WITH THE NORTH LINE OF THE RIGHT OF WAY OF THE SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD AS DESCRIBED IN DEED RECORDED IN BOOK 103 PAGE 314 OF DEEDS, RIVERSIDE COUNTY RECORDS; THENCE SOUTH 89° 18' WEST ALONG THE NORTH LINE OF SAID RAILROAD RIGHT OF WAY, 434 FEET; THENCE NORTH 0° 7' WEST AND PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, 58.40 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF MAGNOLIA AVENUE, AS DESCRIBED IN DEED, RECORDED IN [BOOK 329 PAGE 190](#) OF DEEDS, RIVERSIDE COUNTY RECORDS; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF MAGNOLIA AVENUE, 100 FEET; THENCE SOUTH 62° 30' EAST, 149 FEET; THENCE NORTH 89° 18' EAST AND PARALLEL WITH THE NORTH LINE OF SAID RAILROAD RIGHT OF WAY, 255.74 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE SOUTH ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, 74.1 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE CITY OF RIVERSIDE FOR PUBLIC STREET AND ALLEY PURPOSES BY DEED RECORDED NOVEMBER 10, 1949 IN [BOOK 1122 PAGE 481](#) OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

SAID PROPERTY IS ALSO SHOWN ON RECORD OF SURVEY, ON FILE IN SOOK 6 PAGE 78 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS.

PARCEL 7: 225-052-011

A TRIANGULAR SHAPED PIECE OR PARCEL OF LAND, BEING A PORTION OF LOT 3 OF FRACTIONAL SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD COMPANY'S RIGHT OF WAY, WITH THE SOUTHEASTERLY LINE OF MAGNOLIA AVENUE; THENCE NORTH 27°36' EAST, ALONG SAID SOUTHEASTERLY LINE OF MAGNOLIA AVENUE, A DISTANCE OF 75.40 FEET; THENCE SOUTH 00° 02' EAST, A DISTANCE OF 66.30 FEET ALONG THE EAST LINE OF THE FORMERLY OWNED BY JOHN B. WOOD, TO A POINT IN SAID NORTHERLY LINE OF THE SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD COMPANY'S RIGHT OF WAY; THENCE SOUTH 30°24' WEST ALONG THE NORTHERLY LINE OF SAID RIGHT OF WAY, A DISTANCE OF 34.8 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION OF THEREOF LYING SOUTHERLY OF A LINE PARALLEL WITH SAID CENTERLINE OF MAIN LINE TRACT AND DISTANT NORTHERLY 30 FEET, MEASURED AT RIGHT ANGLES.

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ALSO EXCEPTING THEREFROM ALL OIL AND MINERAL RIGHTS AS SET FORTH IN GRANT DEED RECORDED JULY 3, 1951 IN [BOOK 1284, PAGE 340 OF OFFICIAL RECORDS](#) OF RIVERSIDE COUNTY.

PARCEL 8: 225-052-023

THAT PARCEL OF LAND CONVEYED BY QUITCLAIM DEED RECORDED DECEMBER 10, 2004 AS [INSTRUMENT NO. 2004-0983641 OF OFFICIAL RECORDS](#) OF RIVERSIDE COUNTY.

EXCEPT THEREFROM ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER AS RESERVED BY QUITCLAIM DEED RECORDED DECEMBER 10, 2004 AS [INSTRUMENT NO. 2004-0983641](#) OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

## **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 of 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 2016.
- B. There were no taxes levied for the fiscal year Fiscal Year as the property was vested in a public entity.
- 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.

### THE FOLLOWING MATTERS AFFECT PARCEL 1

- 1. Water rights, claims or title to water, whether or not disclosed by the public records.
- 2. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: May 12, 1928  
Recording No: in [Book 766 Page 120](#) of Deeds

- 3. Matters contained in that certain document

Entitled: Non-Exclusive Access Easement  
Dated: October 15, 2009  
Executed by: City of Riverside  
Recording Date: October 22, 2009  
Recording No: [2009-0546628 of Official Records](#)

Reference is hereby made to said document for full particulars.

### THE FOLLOWING MATTERS AFFECT PARCEL 2

- 4. Water rights, claims or title to water, whether or not disclosed by the public records.
- 5. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: May 12, 1928  
Recording No: in [Book 766 Page 122](#) of Deeds

### THE FOLLOWING MATTERS AFFECT PARCEL 3

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

7. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: August 14, 1926  
Recording No: in [Book 688 Page 117](#) of Deeds

THE FOLLOWING MATTERS AFFECT PARCEL 4

8. Water rights, claims or title to water, whether or not disclosed by the public records.
9. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: March 13, 1926  
Recording No: in [Book 666 Page 327](#) of Deeds

10. A Certificate of Compliance executed by the Planning Commission of the City of Riverside, recorded July 14, 1981 as [Instrument No. 132920 of Official Records](#), subject to the terms as set forth therein.

11. Matters contained in that certain document

Entitled: Covenant and Agreement for Parking and Access  
Recording Date: July 9, 1981  
Recording No: [129909 of Official Records](#)

Reference is hereby made to said document for full particulars.

THE FOLLOWING MATTERS AFFECT PARCEL 5

12. Water rights, claims or title to water, whether or not disclosed by the public records.
13. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: January 21, 1925  
Recording No: in [Book 626 Page 218](#) of Deeds

14. Matters contained in that certain document

Entitled: Planning Commission of the City of Riverside Certificate of Compliance (Waiver of Parcel Map PMW-57-80I)  
Recording Date: July 1, 1981  
Recording No: [132921 of Official Records](#)

Reference is hereby made to said document for full particulars.

15. Matters contained in that certain document

Entitled: Covenant Agreement for Parking and Access  
Recording Date: July 9, 1981  
Recording No: [129909 of Official Records](#)

Reference is hereby made to said document for full particulars.

THE FOLLOWING MATTERS AFFECT PARCELS 6, 7 AND 8

16. Water rights, claims or title to water, whether or not disclosed by the public records.
17. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: December 28, 1927  
Recording No: in Book 758 Page 227 of Deeds

Affects: Parcel 6

18. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: June 13, 1903  
Recording No: in [Book 163 Page 314](#) of Deeds

Affects: Parcels 7 and 8

19. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: December 10, 2004  
Recording No: [2004-0983641 of Official Records](#)

Affects: Parcel 8

THE FOLLOWING MATTERS AFFECT ALL PARCELS

20. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document;

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

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

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21. 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: Magnolia Center Redevelopment Project  
Recording Date: July 21, 1998  
Recording No: [299628 of Official Records](#)

Matters contained in that certain document

Entitled: Statement of Redevelopment Plan Adoption and Eminent Domain Program  
Recording Date: June 21, 2007  
Recording No: [2007-0406176 of Official Records](#)

Reference is hereby made to said document for full particulars.

22. 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.
23. 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.
24. 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**

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**REQUIREMENTS SECTION:**

NONE

## **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.

Typist: nb0

Date Typed: August 22, 2016

**ATTACHMENT ONE**  
**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:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
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 (12-02-13)**

#### **EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

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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.

Notice of Available Discounts

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

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

FNF Underwritten Title Company  
LTC – Lawyers Title Company

FNF Underwriter  
CLTIC – Commonwealth Land Title Insurance Co.

Available Discounts

DISASTER LOANS (CLTIC)

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

EMPLOYEE RATE (LTC and CLTIC)

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

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

At Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF”, “our” or “we”), we value the privacy of our customers. This Privacy Notice explains how we collect, use, and protect your information and explains the choices you have regarding that information. A summary of our privacy practices is below. We also encourage you to read the complete Privacy Notice following the summary.

<p><b>Types of Information Collected.</b> You may provide us with certain personal information, like your contact information, social security number (SSN), driver’s license, other government ID numbers, and/or financial information. We may also receive information from your Internet browser, computer and/or mobile device.</p>	<p><b>How Information is Collected.</b> We may collect personal information directly from you from applications, forms, or communications we receive from you, or from other sources on your behalf, in connection with our provision of products or services to you. We may also collect browsing information from your Internet browser, computer, mobile device or similar equipment. This browsing information is generic and reveals nothing personal about the user.</p>
<p><b>Use of Your Information.</b> We may use your information to provide products and services to you (or someone on your behalf), to improve our products and services, and to communicate with you about our products and services. We do not give or sell your personal information to parties outside of FNF for their use to market their products or services to you.</p>	<p><b>Security Of Your Information.</b> We utilize a combination of security technologies, procedures and safeguards to help protect your information from unauthorized access, use and/or disclosure. We communicate to our employees about the need to protect personal information.</p>
<p><b>Choices With Your Information.</b> Your decision to submit personal information is entirely up to you. You can opt-out of certain disclosures or use of your information or choose to not provide any personal information to us.</p>	<p><b>When We Share Information.</b> We may disclose your information to third parties providing you products and services on our behalf, law enforcement agencies or governmental authorities, as required by law, and to parties with whom you authorize us to share your information.</p>
<p><b>Information From Children.</b> We do not knowingly collect information from children under the age of 13, and our websites are not intended to attract children.</p>	<p><b>Privacy Outside the Website.</b> We are not responsible for the privacy practices of third parties, even if our website links to those parties’ websites.</p>
<p><b>Access and Correction.</b> If you desire to see the information collected about you and/or correct any inaccuracies, please contact us in the manner specified in this Privacy Notice.</p>	<p><b>Do Not Track Disclosures.</b> We do not recognize “do not track” requests from Internet browsers and similar devices.</p>
<p><b>The California Online Privacy Protection Act.</b> Certain FNF websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	<p><b>International Use.</b> By providing us with your information, you consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p><b>Your Consent To This Privacy Notice.</b> By submitting information to us and using our websites, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p><b>Contact FNF.</b> If you have questions or wish to contact us regarding this Privacy Notice, please use the contact information provided at the end of this Privacy Notice.</p>

# FIDELITY NATIONAL FINANCIAL, INC.

## PRIVACY NOTICE

FNF respects and is committed to protecting your privacy. We pledge to take reasonable steps to protect your Personal Information (as defined herein) and to ensure your information is used in compliance with this Privacy Notice.

This Privacy Notice is only in effect for information collected and/or owned by or on behalf of FNF, including collection through any FNF website or online services offered by FNF (collectively, the “Website”), as well as any information collected offline (e.g., paper documents). The provision of this Privacy Notice to you does not create any express or implied relationship, nor create any express or implied duty or other obligation, between FNF and you.

### **Types of Information Collected**

We may collect two types of information: Personal Information and Browsing Information.

**Personal Information.** The types of personal information FNF collects may include, but are not limited to:

- contact information (e.g., name, address, phone number, email address);
- social security number (SSN), driver’s license, and other government ID numbers; and
- financial account or loan information.

**Browsing Information.** The types of browsing information FNF collects may include, but are not limited to:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language;
- browser type;
- domain name system requests;
- browsing history;
- number of clicks;
- hypertext transfer protocol headers; and
- application client and server banners.

### **How Information is Collected**

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

- applications or other forms we receive from you or your authorized representative, whether electronic or paper;
- communications to us from you or others;
- information about your transactions with, or services performed by, us, our affiliates or others; and
- information from consumer or other reporting agencies and public records that we either obtain directly from those entities, or from our affiliates or others.

We may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log, collect and record certain Browsing Information about each visitor to the Website. The Browsing Information includes only generic information and reveals nothing personal about the user.
- **Cookies.** From time to time, FNF may send a “cookie” to your computer when you visit the Website. 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. When you visit the Website again, the cookie allows the Website to recognize your computer, with the goal of providing an optimized user experience. Cookies may store user preferences and other information. You can choose not to accept cookies by changing the settings of your Internet browser. If you choose not to accept cookies, then some functions of the Website may not work as intended.

### **Use of Collected Information**

Information collected by FNF is used for three main purposes:

- To provide products and services to you, or to one or more third party service providers who are performing services on your behalf or in connection with a transaction involving you;
- To improve our products and services; and
- To communicate with you and to inform you about FNF’s products and services.

### **When We Share Information**

We may share your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information with certain individuals and companies, as permitted by law, without first obtaining your authorization. Such disclosures may include, without limitation, the following:

- to agents, representatives, or others to provide you with services or products you have requested, and to enable us to detect or prevent criminal activity, fraud, or material misrepresentation or nondisclosure;
- to third-party contractors or service providers who provide services or perform other functions on our behalf;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- to other parties authorized to receive the information in connection with services provided to you or a transaction involving you.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We make efforts to ensure third party contractors and service providers who provide services or perform functions on our behalf protect your information. We limit use of your information to the purposes for which the information was provided. We do not give or sell your information to third parties for their own direct marketing use.

We reserve the right to transfer your Personal Information, Browsing Information, as well as any other information, in connection with the sale or other disposition of all or part of the

FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of this information in connection with any of the above-described proceedings. We cannot and will not be responsible for any breach of security by any third party or for any actions of any third party that receives any of the information that is disclosed to us.

### **Choices With Your Information**

Whether you submit your information to FNF is entirely up to you. If you decide not to submit your information, FNF may not be able to provide certain products or services to you. You may choose to prevent FNF from using your information under certain circumstances (“opt out”). You may opt out of receiving communications from us about our products and/or services.

### **Security And Retention Of Information**

FNF is committed to protecting the information you share with us and utilizes a combination of security technologies, procedures and safeguards to help protect it from unauthorized access, use and/or disclosure. FNF trains its employees on privacy practices and on FNF’s privacy and information security policies. FNF works hard to retain information related to you only as long as reasonably necessary for business and/or legal purposes.

### **Information From Children**

The Website is meant for adults. The Website is not intended or designed to attract children under the age of thirteen (13). 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.

### **Privacy Outside the Website**

The Website may contain links to other websites, including links to websites of third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

### **International Users**

Because FNF’s headquarters is located in the United States, we may transfer your Personal Information and/or Browsing Information to the United States. By using our website and providing us with your Personal Information and/or Browsing Information, you understand and consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.

### **Do Not Track Disclosures**

Currently, our policy is that we do not recognize “do not track” requests from Internet browsers and similar devices.

### **The California Online Privacy Protection Act**

For some websites which FNF or one of its companies owns, such as the Customer CareNet (“CCN”), FNF is acting as a third party service provider to a mortgage loan servicer. In those

instances, we may collect certain information on behalf of that mortgage loan servicer, including:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- security questions and answers; and
- IP address.

The information you submit is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Information, and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, contact your mortgage loan servicer.

### **Access and Correction**

To access your Personal Information in the possession of FNF and correct any inaccuracies, please contact us by email at [privacy@fnf.com](mailto:privacy@fnf.com) or by mail at:

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

### **Your Consent To This Privacy Notice**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of information by FNF in compliance with this Privacy Notice. We reserve the right to make changes to this Privacy Notice. If we change this Privacy Notice, we will post the revised version on the Website.

### **Contact FNF**

Please send questions and/or comments related to this Privacy Notice by email at [privacy@fnf.com](mailto:privacy@fnf.com) or by mail at:

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

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