

**AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

BY AND BETWEEN

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

AS SELLER

AND

**City of Riverside,
A California charter city and municipal corporation**

AS BUYER

RELATING TO

4102 Orange Street, Riverside, California

**Assessor's Parcel Number: 215-282-018
Riverside, CA**

**AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into this _____ day of _____, 2022, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("Buyer") and COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Seller"); sometimes collectively hereinafter referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS Seller is the owner of the Property (as defined in Section 1 below) and has determined that the Property is no longer required for its own use; and

WHEREAS the Seller desires to sell, and Buyer desires to purchase, the Property, and the Parties desire to enter into this Agreement to provide the terms and conditions for the Parties to complete the sale by the Seller of the Property to the Buyer; and

WHEREAS Seller (as County) and Buyer (as City) previously entered into that certain Amended and Restated Lease effective as of August 15, 2017, and terminating on August 14, 2022 ("Lease"), in which City leased Property for the purpose of operating a downtown police headquarters facility and for ancillary office uses; and

WHEREAS concurrently with the closing of escrow (Closing) of the purchase and sale of the Property, the Parties also intend on executing a termination agreement which would terminate the Lease; and

WHEREAS the Parties desire to enter into this Agreement to provide a binding process for the Parties to complete the sale by the Seller to Buyer and the termination of the Lease,

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto do hereby agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms will be defined as follows:

(a) **Effective Date:** The Effective Date is the last date on which this Agreement is fully executed by Buyer or Seller as listed on the signature page of this Agreement.

(b) **Property:** Seller is the owner of certain real property located in the City of Riverside, County of Riverside, State of California, consisting of approximately 1.21 acres of land, containing approximately a 35,588 square foot office building and the related improvements, commonly known as 4102 Orange Street, Riverside, California, identified by Assessor's Parcel Number 215-282-018, which is more particularly described in Exhibit "A," attached hereto and incorporated herein ("Property");

(c) **Purchase Price:** The Purchase Price for the Property is Three Million One Hundred Thousand Dollars (\$3,100,000).

(d) **Escrow Holder:** Lawyers Title Company at the address set forth in subsection (h) below. The escrow has been assigned to Debbie Strickland as the Escrow Officer.

(e) **Title Company:** Lawyers Title Company at the address set forth in subsection (h) below; Barbara Northrup is assigned as the Title Officer.

(f) **Closing and Close of Escrow:** The Closing or the Close of Escrow will be deemed to have occurred when the Grant Deed (as defined in Section 5.1) is recorded in the Official Records of the County of Riverside. These terms are used interchangeably in this Agreement.

(g) **Closing Date:** The Closing Date shall occur on or before ninety (90) days from the Effective Date, unless extended by mutual approval of the Parties hereto. If the escrow is not closed on or before ninety (90) days from the Effective Date or otherwise extended by mutual approval then either Party may elect to cancel escrow by providing a written notice to the other Party and to Lawyers Title Company and paying any and all Escrow cancellation fees. If no demand for cancellation is made, then Escrow will close as soon as possible.

(h) **Notices:** In the event either Party desires or is required to give notice to the other Party in connection with this Agreement, the same shall be in writing and shall be deemed to have been given when delivered in person, when delivered (or delivery is refused by recipient) by recognized overnight air courier service (such as FedEx, UPS or USPS), when delivered by email transmission (provided that such email transmission is followed by delivery in person, or by overnight courier or certified mail), or three (3) days after deposit with the United States Postal Service, certified mail receipt requested addressed to Buyer or Seller at the appropriate address as set forth in this subsection (j) below. Notices will be sent as follows to:

Seller: County of Riverside
Attn: Vincent Yzaguirre
3133 Mission Inn Avenue
Riverside, CA 92507
Telephone: (951) 955-9011
Email: vyzaguirre@rivco.org

Buyer: City of Riverside
Attn: ~~David Welch~~ *Nathan Freeman*
3900 Main Street
Riverside, CA 92522
Telephone: (951) 826-5556 *5374*
Email: ~~DWelch@riversideca.gov~~

N Freeman
Escrow Holder: Lawyers Title Company
Attn: Debbie Strickland
3480 Vine Street, Suite 300

Riverside, CA 92507
Telephone: (951) 248-0660
Email: DStrickland@ltic.com

Title Company: Lawyers Title Company
3480 Vine Street, Suite 300
Riverside, CA 92507
Attn: Barbara Northrup
Telephone: (951) 248-0669
Email: TU65@LTIC.COM

- (i) **Exhibits:**
Exhibit "A" – Legal Description of Property
Exhibit "B" – Form of Grant Deed
Exhibit "C" – Preliminary Title Report
Exhibit "D" – Form of Termination of Lease

2. **Purchase and Sale.** Upon and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell the Property to Buyer and Buyer agrees to buy the Property from Seller, together with all easements, appurtenances thereto, and all improvements and fixtures situated thereon.

3. **Purchase Price.** The Purchase Price for the Property will be paid as follows:

Prior to the Close of Escrow, as described in section 4 below, Buyer shall deposit an amount equal to the sum of the Purchase Price plus a good faith estimate of Buyer's share of all costs, expenses and prorations under this Agreement into Escrow in the form of a wire transfer or other immediately available funds. Escrow Holder shall deposit said funds in an interest-bearing account which shall be applied against the Purchase Price at closing and any overages, including the interest, shall be returned to Buyer at Close of Escrow.

4. **Escrow.** Buyer and Seller shall open an escrow (the "**Escrow**") with Escrow Holder within five (5) business days after the Effective Date by delivering to Escrow Holder fully executed original or originally executed counterparts of this Agreement. The date Escrow is opened shall be the official Opening Date of Escrow referenced herein. This Purchase shall be contingent upon the approval of the Board of Supervisors of the Authorization to Convey and this Purchase and Sale Agreement and Joint Escrow Instructions document. This contingency will be removed from Escrow upon the receipt of the executed Purchase and Sale Agreement and Joint Escrow Instructions document signed by Chairman of the Board of Supervisors. Buyer and Seller agree to execute any additional instructions, as reasonably required by the Escrow Holder. If there is a conflict between any printed escrow instructions and this Agreement, the terms of this Agreement will govern.

5. **Deliveries to Escrow Holder.**

5.1 By Seller. At least one (1) business day prior to the Closing Date, Seller will deliver or cause to be delivered to Escrow Holder the following items:

(a) A Grant Deed ("**Grant Deed**"), in the form attached to this Agreement as Exhibit "B", duly executed and acknowledged by Seller and in recordable form, conveying the Property to Buyer;

(b) A Transferor's Certificate of Non-Foreign Status ("FIRPTA Certificate").

5.2 By Buyer. At least one (1) business day prior to the Closing Date (and in any event in a manner sufficient to allow Escrow to close not later than the Closing Date), Buyer will deliver or cause to be delivered to Escrow Holder the following items:

- (a) The Purchase Price in accordance with Section 3, above; and
- (b) The amount due Seller and any third parties, if any, after the prorations are computed in accordance with Section 12 below.

5.3 By Buyer and Seller. Buyer and Seller will each deposit such other instruments consistent with this Agreement and as reasonably required by Escrow Holder or otherwise required to close Escrow. In addition, Seller and Buyer will designate the Title Company as the "**Reporting Person**" for the subject transaction, pursuant to Section 6045(e) of the Internal Revenue Code.

6. **Title Report.** Buyer has obtained Preliminary Title Report #621650507, dated November 22, 2021, ("PTR") for the Property prepared by Lawyers Title Company, together with copies of the exceptions to title described in the Preliminary Title Report, attached hereto as Exhibit "C" and incorporated herein by reference.

7. **Conditions to the Close of Escrow.**

7.1 Conditions Precedent to Buyer's Obligations. The following conditions to Buyer's obligation to close Escrow must be satisfied not later than the Closing Date or such other period of time as may be specified below:

(a) Title. At the Close of Escrow, the Property will be conveyed with clear and marketable title, free of any loans, liens and encumbrances of any kind, to Buyer by the Seller by Grant Deed, and as a condition to Buyer's obligation to close, the Title Company shall agree to issue the Title Policy to Buyer with coverage in the amount of the Purchase Price, listing the following as exceptions ("**Permitted Exceptions**"):

(i) Matters of title respecting the Property approved or deemed approved by Buyer in accordance with this Agreement;

(ii) Matters affecting the condition of title to the Property created by or with the written consent of Buyer;

(iii) Non-delinquent real property taxes (if any); and

(iv) Non-monetary encumbrances in the PTR that are approved by Buyer as provided in this subparagraph (iv). Buyer shall have the right to review and approve or disapprove any exceptions in the PTR that relate to the Property, at Buyer's sole cost and expense. Within ten (10) business days after receipt of the PTR and copies of all documents listed in the PTR as exceptions, Buyer shall provide notice in writing to Seller in the event that Buyer objects to exceptions (collectively, the "Objectionable Exceptions"), as shown in the PTR. Seller will have ten (10) days after receipt of Buyer's notice of Objectionable Exceptions to advise Buyer in writing whether Seller will eliminate or ameliorate the Objectionable Exceptions. If the Seller elects not to or is unable to eliminate or ameliorate the

Objectionable Exceptions, then Buyer shall have the right to, by a writing delivered to Seller and Escrow Holder:

(A) Waive its prior disapproval, in which event the disapproved matters shall be deemed approved, and proceed with the purchase to acquire the Property, subject to the Objectionable Exceptions without reduction in the Purchase Price and subject to satisfaction of Buyer's other conditions; or

(B) Cancel the Escrow and this Agreement by written notice to Seller and the Escrow Holder, in which case any deposit, together with interest thereon will be returned to Buyer and the cancellation costs, if any, will be borne by Buyer.

(C) If Seller commits to remove any of the Objectionable Exceptions and fails to do so by the Closing Date, then Seller may be declared in default under this Agreement and Buyer may, at Buyer's election, terminate this Agreement and pursue its remedies as set forth herein and any remedies available to Buyer at law or in equity, provided such failure was not as a result of Seller pursuing in good faith to remove any of the Objectionable Exceptions committed by Seller to remove and was unsuccessful due to factors beyond the control of the Seller.

All exceptions in the PTR that are approved by Buyer, together with all applicable laws, ordinances, rules and regulations of any applicable governmental authority and any matters that have been disclosed by an accurate survey provided to Buyer or by a reasonable physical inspection of the Property shall be referred to herein as "Permitted Exceptions".

(b) Title Insurance. As of the Close of Escrow, the Title Company will issue, or have committed to issue, the Title Policy to Buyer with only the Permitted Exceptions, as set forth in detail in section 10 below.

(c) Delivery of Information. Within five (5) days after the Opening of Escrow, Seller shall deliver to Buyer the original or true copies of all surveys, plans, and specifications, residential disclosure statements (as required), building conditions audits, past hazardous material studies, as-built drawings, building permits, certificates of occupancy, certificates of completion, soil reports, engineers' reports, other contracts, but not limited to, studies, and similar information which Seller may have in its possession relating to the Property, except as specifically set forth herein, Seller makes no warranty regarding the contents of such items. If the Escrow shall fail to close for any reason, all such items shall be immediately returned to Seller.

(d) The conditions set forth in this Section 7.1 are solely for the benefit of Buyer and may be waived only by Buyer. At all times Buyer has the right to waive any condition. Such waiver or waivers must be in writing to Seller and Escrow Holder.

(e) The Close of Escrow and Buyer's obligations with respect to this transaction are subject to Seller's delivery to Escrow Holder on or before the Closing Date the items described in Sections 5.1 and 5.3 above and the removal or waiver of the items described in this Section 7.1.

7.2 Conditions Precedent to Seller's Obligations. The following shall be conditions precedent to Seller's obligation to consummate the Purchase and Sale transaction contemplated herein:

(a) Buyer shall have delivered to Escrow Holder, prior to the Closing, for disbursement as directed hereunder, an amount equal to the Purchase Price and any other funds in accordance with this Agreement;

(b) Buyer shall have delivered to Escrow Holder the items described in Paragraphs 5.2 and 5.3 above; and

(c) The conditions set forth in the Section 7.2 are solely for the benefit of Seller and may be waived only by the Seller. At all times Seller has the right to waive any condition. Such waiver or waivers must be in writing to Buyer and Escrow Holder.

7.3 Termination of Agreement. Buyer shall have forty-five (45) days from the Effective Date to approve or disapprove of the condition of the Property ("Due Diligence Period"). During this Due Diligence Period, Buyer may cancel escrow for any reason whatsoever, by providing written notice to Seller and Escrow of its intention to cancel said escrow.

8. **Due Diligence by Buyer.** Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of this transaction for the purpose of conducting due diligence, including making necessary or appropriate inspections. ;.

8.1 Matters To Be Reviewed. Buyer must complete its due diligence investigation of and approve each of the following matters prior to the Close of Escrow:

(a) The physical condition of the Property, including without limitation, any structural components, electrical, system, plumbing or any irrigation system, paving, soil conditions, the status of the Property with respect to hazardous and toxic materials, if any, and in compliance with all applicable laws including any laws relating to hazardous and toxic materials and all applicable laws;

(b) All applicable government ordinances, rules, and regulations of Seller's compliance therewith including, but not limited to, zoning and building regulations; and

(c) All licenses, permits, and other governmental approvals and/or authorizations relating to the Property which shall remain in effect after the Close of Escrow.

8.2 Due Diligence Requirements.

(a) Subject to Section 16.4 below, Buyer shall only conduct a visual inspection of the Property and shall have no right to conduct any physical testing, boring, sampling or removal (collectively, "Physical Testing") of any portion of the Property without first obtaining Seller's prior written consent, which shall not be unreasonably withheld. If Buyer wishes to conduct any Physical Testing on any portion of the Property, Buyer shall submit a work plan to Seller for Seller's prior written approval.

(b) At least forty-eight (48) hours prior to any entry thereon to the Property by Buyer and/or its agents, employees, representatives or contractors (collectively, "Buyer's Agents") for the purpose of conducting Buyer's investigations, Buyer shall provide Seller with sufficient evidence to show that Buyer's Agents who are to enter thereon to the Property are adequately covered by policies of insurance issued by a carrier reasonably acceptable to Seller insuring Buyer and Seller against any and all liability arising out of the

entry and activities of Buyer's Agents' upon the Property, including, without limitation, any loss or damage to the Property or Transferred Personal Property arising therefrom, with coverage in the amount of not less than One Million Dollars (\$1,000,000) per occurrence.

(c) Buyer shall, at its sole cost and expense, comply with all applicable federal, state and local laws, statutes, rules, regulations, ordinances or policies in conducting Buyer's investigations and any Physical Testing relating thereto.

(d) Buyer shall, at its sole cost and expense, clean up, restore and repair the Property and any other portion thereof altered in any manner by Buyer or Buyer's Agents, after Buyer's or Buyer's Agents' entry thereon so that said property shall be returned to the same condition that existed prior to Buyer's or Buyer's Agents' entry thereon.

(e) Buyer shall provide to Seller, upon Seller's written request, with a copy of any and all information, materials and data that Buyer and/or Buyer's Agents discover, obtain or generate in connection with or resulting from Buyer's investigations and/or Physical Testing under this Section 8.2.

(f) Buyer hereby agrees to protect, indemnify, defend, and hold harmless Seller from and against any and all losses, obligations, liabilities, claims, liens, stop notices, actions, damages and/or expenses caused by reason of Buyer's or Buyer's Agent's entries thereon to the Property prior to the Close of Escrow pursuant to the foregoing. Buyer shall keep the Property free of mechanic's liens related to the activities of Buyer or Buyer's Agents. This Section 8.2 shall survive the Closing or termination of this Agreement.

8.3 Material New Matters. If Buyer discovers any new matter prior to Close of Escrow which was not disclosed by Seller prior to the Close of Escrow or not reasonably discoverable prior to the Close of Escrow ("New Matter"), and that New Matter is one which would appear as an exception to the Title Policy or is materially inconsistent with a disclosure by Seller or with any representations or warranties contained in Section 16.2 below, and such New Matter is of such a nature that, in Buyer's reasonable judgment, it would materially and adversely, affect the acquisition, development, sale or use of the Property for Buyer's intended purpose, then Buyer shall be entitled to treat such New Matter as a failure of condition to the Close of Escrow. If Buyer elects to treat such New Matter as a failure of condition to the Close of Escrow, then Buyer shall give notice to Seller of Buyer's election to terminate this Agreement within fifteen (15) days of Buyer's obtaining knowledge of such New Matter, but in no event later than the Closing Date. However, if Buyer gives Seller notice of its election to terminate this Agreement, under this Section 8.3, Seller may elect, in its sole and absolute discretion, by written notice to Buyer and to Escrow Holder, within five (5) business days following Seller's receipt of Buyer's notice, to correct the New Matter prior to the Close of Escrow. If Seller elects to correct the New Matter, Seller will be entitled to extend the Close of Escrow for not more than twenty (20) days in order to correct the New Matter and, in such event, Buyer may not terminate this Agreement. If Seller fails to correct the New Matter by the Closing Date as extended, Buyer may terminate this Agreement.

8.4 AS-IS Sale. BUYER ACKNOWLEDGES THAT IT HAS INSPECTED, OR WILL HAVE AN OPPORTUNITY TO INSPECT, TO ITS SATISFACTION PRIOR TO THE CLOSING, THE PROPERTY AND ALL FACTORS RELEVANT TO ITS OWNERSHIP AND USE OF THE PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE ANY REPRESENTATIONS, WARRANTIES, GUARANTIES, PROMISES, STATEMENTS, OR ASSURANCES WHATSOEVER, EXPRESS OR IMPLIED, DIRECTLY OR THROUGH ANY EMPLOYEE OR AGENT, AS TO THE CONDITION OF THE PROPERTY, OR ANY OTHER

MATTER, INCLUDING, BUT NOT LIMITED TO, HAZARDOUS SUBSTANCES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING IN ANY WAY, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, SELLER EXPRESSLY DISCLAIMS MAKING OR HAVING MADE ANY REPRESENTATIONS OR WARRANTY WITH RESPECT TO ANY DOCUMENTS AND MATERIALS FURNISHED BY SELLER. BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR SELLER'S EXPRESS COVENANTS, REPRESENTATIONS AND WARRANTIES CONTAINED IN THE AGREEMENT, SELLER SPECIFICALLY DISCLAIMS: (A) ALL MATTERS RELATING TO THE TITLE TOGETHER WITH ALL GOVERNMENTAL AND OTHER LEGAL REQUIREMENTS SUCH AS TAXES, ASSESSMENTS, ZONING, USE PERMIT REQUIREMENTS, TENTATIVE MAP CONDITIONS, BUILDING PERMIT REQUIREMENTS, BUILDING CODES, AND OTHER DEVELOPMENT REQUIREMENTS; (B) THE PHYSICAL CONDITION OF THE PROPERTY; (C) ALL OTHER MATTERS OF ANY SIGNIFICANCE AFFECTING THE PROPERTY, WHETHER PHYSICAL IN NATURE OR INTANGIBLE IN NATURE, SUCH AS THE POLITICAL CLIMATE WITH RESPECT TO THE GOVERNMENTAL AGENCIES THAT HAVE JURISDICTION OVER THE PROPERTY, DEVELOPMENT OF THE PROPERTY OR THE OPERATION OF THE PROPERTY; (D) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY; (E) THE ECONOMICS OF THE PRESENT OR FUTURE OWNERSHIP AND/OR OPERATION OF THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY; (F) ENTITLEMENTS, ZONING, DENSITY, AND OTHER MATTERS WHICH MAY IMPACT THE FUTURE DEVELOPMENT OF THE PROPERTY; AND (G) THE EXISTENCE OF HAZARDOUS SUBSTANCES IN, UNDER, OR AFFECTING THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS PURCHASING THE PROPERTY AND TRANSFERRED PERSONAL PROPERTY "AS IS WITH ALL DEFECTS" BASED UPON BUYER'S OWN INSPECTION OF THE PROPERTY.

9. **Conditions Precedent to Seller's Obligation.** The Close of Escrow and Seller's obligations with respect to this transaction are subject to Buyer's delivery to Escrow Holder on or before the Closing Date of the Purchase Price and items described in Sections 5.2 and 5.3.

10. **Title Insurance.** At the Close of Escrow, the Title Company will issue to Buyer, at Seller's expense; a CLTA standard coverage owner's policy in an amount equal to the Purchase Price showing fee title to the Property vested in Buyer subject only to the Permitted Exceptions ("**Title Policy**") and the standard printed exceptions and conditions in the policy of title insurance. If Buyer elects to obtain any endorsements or an ALTA Extended Policy of Title, the additional premium and costs of the policy survey for the ALTA Extended policy of title and the cost of any endorsements will be at Buyer's sole cost and expense; however, Buyer's election to obtain an ALTA extended policy of title will not delay the Closing. Further, Buyer's inability to obtain an ALTA extended policy of title or any such endorsements will not be deemed to be a failure of any condition to Closing.

11. **Costs and Expenses.** Seller and Buyer shall deposit or provide for with Escrow Holder sufficient funds to pay for their respective share of costs and expenses.

11.1 Seller will pay:

(a) One half of escrow costs and fees;

- (b) All costs associated with removing any debt or liens encumbering the Property;
- (c) All costs associated with Seller's attorneys' fees and Seller's cost to transact;
- (d) Seller's share of prorations, if applicable; and
- (e) CLTA standard coverage title policy.

11.2 Buyer will pay:

- (a) One-half of escrow and all transfer taxes, recording costs/fees;
- (b) ALTA Extended Owner's Policy and any title endorsements, if elected by the Buyer;
- (c) All costs associated with Buyer's attorneys' fees and Buyer's cost to transact: and
- (d) Buyers share of prorations, if applicable.

12. Prorations; Closing Statement.

12.1 Tax Exempt Agency. All Parties hereto acknowledge that the Buyer and Seller are public entities and exempt from payment of any real property taxes. There will be no proration of taxes through escrow.

12.2 Utility Deposits. Seller will notify all utility companies servicing the Property of the sale of the Property to Buyer and will request that such companies send Seller a final bill for the period ending on the last day before the Close of Escrow. Buyer will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to Buyer. If Seller receives a bill for utilities provided to the Property for the period in which the Close of Escrow occurred, Seller shall be responsible to pay the bill.

12.3 Method of Proration. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Property, and therefore entitled to the income there from and responsible for the expenses thereof, for the entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the Parties pursuant to this Section 12 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

12.4 Closing Statements. Seller and Buyer shall each provide Escrow Holder with the information necessary to allow Escrow Holder to prepare a preliminary closing statement for the transaction ("Preliminary Closing Statement"), which shall show the net amount due to each party under this Agreement, including the balance of the Purchase Price payable by Buyer and the adjustments and prorations set forth herein. Once the Preliminary Closing Statement is signed by Seller and Buyer, then Escrow Holder, for purposes of closing

Escrow, shall be entitled to rely upon the information set forth in the Preliminary Closing Statement. The Parties acknowledge that the Preliminary Closing Statement is a good faith estimate of the closing costs and may vary at the time of Closing.

13. **Disbursements and Other Actions by Escrow Holder.** At the Close of Escrow, Escrow Holder will promptly undertake all of the following:

13.1 Funds. Promptly upon Close of Escrow, disburse all funds deposited with Escrow Holder by Buyer in payment of the Purchase Price as follows: (a) deduct or credit all items chargeable to the account of Seller and/or Buyer pursuant to Sections 11 and 12, (b) disburse the balance of the Purchase Price to the Seller, and (c) disburse any excess proceeds deposited by Buyer to Buyer.

13.2 Recording. Cause the Grant Deed to be recorded with the County Recorder and obtain conformed copies thereof for distribution to Buyer and Seller.

13.3 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

13.4 Delivery of Documents to Buyer and Seller. Deliver to Buyer the FIRPTA Certificate and any other documents (or copies thereof) deposited into Escrow by Seller. Deliver to Seller any other documents (or copies thereof) deposited into Escrow by Buyer.

14. **Joint Representations and Warranties.** In addition to any express agreements of the Parties contained herein, the following constitute representations and warranties of the Parties each to the other:

14.1 Each Party has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, to perform its obligations under and to consummate the transaction completed by this Agreement.

14.2 At Close of Escrow, all requisite action (corporate, trust, partnership, or otherwise) has been taken by each Party in connection with the entering into of this Agreement, the instruments referenced herein and the consummation of this transaction. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

14.3 The individuals executing this Agreement and the instruments referenced herein on behalf of each Party and the partners, officers or trustees of each Party, if any, have the legal power, right, and actual authority to bind each Party to the terms and conditions of those documents.

14.4 This Agreement and all other documents required to close this transaction are and will be valid legally binding obligations of, and enforceable against, each Party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws, or similar laws or equitable principles affecting or limiting the rights of contracting Parties generally.

14.5 At Closing, Seller shall convey the Property to Buyer in "as-is" physical condition with clear and marketable title, free and clear of any and all liens, encumbrances,

easements, restrictions, rights, and conditions of any kind whatsoever, except those which are approved by Buyer in accordance with Section 7 above.

15. **Indemnification.**

15.1 Indemnification by Seller. Seller agrees to indemnify, defend, and hold Buyer harmless for, from and against any and all claims, demands, liens, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes of action and suit, or suits of any nature whatsoever, arising from any misrepresentation or breach of warranty or covenant by Seller in this Agreement.

15.2 Indemnification by Buyer. Buyer agrees to indemnify, defend, and hold Seller harmless for, from and against any and all claims, demands, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes of action and suit, or suits arising out of any misrepresentation or breach of warranty or covenant by Buyer in this Agreement.

16. **Hazardous Substances.**

16.1 Definitions. For the purposes of this Agreement, the following terms have the following meanings:

(a) "Environmental Law" means any law, statute, ordinance, or regulation pertaining to health, industrial hygiene or the environment including, without limitation CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976);

(b) "Hazardous Substance" means any substance, material, or waste which is or becomes designated, classified, or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designated, classified, or regulated, under any Environmental Law, including asbestos, petroleum, and petroleum products; and

(c) "Environmental Audit" means an environmental audit, review, or testing of the Property performed by Buyer or, any third party or consultant engaged by Buyer to conduct such study.

16.2 Seller's Representations and Warranties. Buyer acknowledges that with the exception of those representations and warranties expressly made by Seller in this Section 16, Buyer is acquiring the Property and every portion thereof **"AS-IS, WHERE-IS, IN ITS CURRENT CONDITION, WITH ALL FAULTS"** and in reliance upon its own studies, investigations and due diligence and that no person acting on behalf of Seller is authorized to make and Seller has not made and does not make any representations or warranties of any kind or character whatsoever with regard to the Property. Seller hereby represents and warrants as follows with regard to any reference in this Agreement, including this Section 16, that "Seller's Actual Knowledge" shall mean the current, personal knowledge, without duty to inquiry or independent investigation, of personnel within the County of Riverside's Department of Facilities Management – Real Estate Division and with no constructive or imputed knowledge. Buyer acknowledges, however, that the aforementioned individuals are not personally liable for the matters within Seller's knowledge, but are merely the individuals whose knowledge is attributable to Seller. As of the date of this Agreement, to Seller's Actual Knowledge:

(a) No Hazardous Substances exist now or have been used or stored on or within any portion of the Property except those substances which are or have been used or stored on the Property by Seller in the normal course of use and operation of the Property and in compliance with all applicable Environmental Laws;

(b) Seller has not been notified and is not aware of any federal, state, or local enforcement, clean-up, removal, remedial, or other governmental or regulatory actions instituted or completed affecting the Property;

(c) Seller has not been notified and is not aware of any claims made by any third party relating to any Hazardous Substances on or within the Property; and

(d) Seller has not been notified and is not aware of any disposal of Hazardous Substances or accidental spills which may have contaminated the Property. Seller has not been notified and is not aware of any on-site bulk storage of vehicle fuels or waste oils.

16.3 Notices Regarding Hazardous Substances. During the term of this Agreement, Seller will promptly notify Buyer if it obtains knowledge that Seller or the Property may be subject to any threatened or pending investigation by any governmental agency under any law, regulation, or ordinance pertaining to any Hazardous Substance.

16.4 Environmental Audit. Buyer may order, at its sole cost and expense, an Environmental Audit, and it shall do so prior to the end of the Contingency Period and may quit this transaction if Buyer identifies problems in its sole and subjective judgment that would preclude continuing with this transaction:

(a) The Environmental Audit shall be conducted pursuant to standard quality control/quality assurance procedures. Buyer shall give Seller at least two (2) business days' prior notice of any on-site testing of soil or subsurface conditions and shall submit a copy of Buyer's work plan to Seller for Seller's reasonable approval;

(b) Any groundwater, soil, or other samples taken from the Property will be properly disposed of by Buyer at Buyer's sole cost and in accordance with all applicable laws. Buyer shall promptly restore the Property to the condition in which it was found immediately prior to Buyer's Environmental Audit; and

(c) Buyer hereby agrees to protect, indemnify, defend, and hold harmless Seller from and against any and all losses, liabilities, claims, liens, stop notices, actions, obligations, damages, and/or expenses caused by reason of Buyer's (or its agent's, employee's or independent contractor's) entry onto the Property prior to the Close of Escrow pursuant to the foregoing. Buyer shall keep the Property free of mechanic's liens related to the activities of Buyer.

17. **Termination of Previous Lease Agreement.** The Lease will be terminated at the Close of Escrow, as evidenced by a Termination of Lease to be executed by the parties. The Form of Termination of Lease Agreement is attached hereto as Exhibit "D" and incorporated herein by reference.

18. **Miscellaneous.**

18.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all Parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

18.2 Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

18.3 Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or other provision contained herein. No extension of time for performance or any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving Party which will be extended by a period of time equal to the period of the delay.

18.4 Successors and Assigns. Neither Party shall transfer or assign its rights or responsibilities under this Agreement without the express written consent of the other Party. This Agreement is for the benefit of, and is binding on, the Parties and their successors and permitted assigns.

18.5 Entire Agreement. This Agreement, including all Exhibits attached hereto, constitutes the entire understanding between the Parties hereto and may not be modified except by an instrument in writing signed by the Party to be charged.

18.6 Time of Essence. Seller and Buyer hereby acknowledge and agree that time is of the essence with respect to each and every term, condition, obligation, and provision hereof.

18.7 Governing Law. The Parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the Superior Court of California located in the County of Riverside.

18.8 No Recordation. No memorandum or other document relating to this Agreement shall be recorded without the prior written consent of Seller and Buyer.

18.9 Survival. Sections 12, 15, 16, 17, and 18 and any other provisions of this Agreement which by their terms require performance by either Party after the Close of Escrow shall survive the Close of Escrow.

18.10 Brokers. Buyer is not represented by a real estate broker and does not request a commission be paid by Seller. Seller is not represented by a real estate broker and does not request a commission to be paid by Buyer.

18.11 Exhibits. Each exhibit attached hereto is incorporated herein by this reference as if set forth in full in the body of this Agreement.

18.12 Not a Partnership. The provisions of this Agreement are not intended to create, nor will they be in any way interpreted to create, a joint venture, a partnership, or any other similar relationship between the Parties.

[Signatures Provisions on the Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement of Purchase and Sale and Joint Escrow Instructions as of the date and year.

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

BUYER:
CITY OF RIVERSIDE,
a California charter city and
municipal corporation

By: _____
Jeff Hewitt, Chair
Board of Supervisors

By: _____
Al Zelinka
City Manager

Date: _____

Date: _____

ATTEST:
Kecia R. Harper
Clerk of the Board

ATTEST:
City Clerk


By: _____
Deputy

By: _____

APPROVED AS TO FORM:
County Counsel

APPROVED AS TO FORM:
Phaedra A. Norton
City Attorney

By: _____
Ryan Yabko
Deputy County Counsel

By:  _____
Rosemary Koo
Senior Deputy City Attorney

CAO:sc/03152022/399FM/30.649

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "A"
LEGAL DESCRIPTION

Project: Riverside Police Station
Address: 4102 Orange Street
APN: 215-282-015

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

All that portion of Block 11, Range 5, of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as shown by map on file in Book 7, Page 17 of Maps, records of San Bernardino County, lying northeasterly of the following described line:

COMMENCING at the most easterly corner of said Block 11, Range 5;

Thence South 29°44'20" West, along the southeasterly line of said Block 11, Range 5, a distance of 132.20 feet to the **TRUE POINT OF BEGINNING** of this line description;

Thence North 60°15'14" West, along a line parallel with the northeasterly line of said Block 11, Range 5, a distance of 331.09 feet to the northwesterly line of said Block 11, Range 5 and the **END** of this line description;

EXCEPTING THEREFROM that portion lying within the northwesterly 10.00 feet of said Block 11, Range 5.

SUBJECT TO an easement and right-of-way for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, renewal and removal of **SANITARY SEWER FACILITIES**, together with all necessary appurtenances, in, under, upon, over and along the above described parcel of land Reserved in Grant Deed to the County of Riverside recorded August 8, 2007 as Document No. 2007-0524978 of Official Records of Riverside County, California, in favor of the City of Riverside, described as follows :

The southwesterly 20.00 feet of that certain real property herein above described parcel;

ALSO SUBJECT TO an easement and right-of-way for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, renewal and removal of **SANITARY SEWER FACILITIES**, together with all necessary appurtenances, in, under, upon, over and along the above described parcel of land reserved in Street Vacation by City Council Resolution recorded April 1, 1963 as Instrument No. 32254 of Official Records of Riverside County, California, in favor of the City of Riverside, being a 20.00 foot wide strip of land, the centerline of which is described as follows:

COMMENCING at said most easterly corner of Block 11, Range 5;

Thence northwesterly along the northeasterly of said Block 11, Range 5, a distance of 165.00 feet to the **POINT OF BEGINNING** of this description;

Thence southwesterly, parallel with the southeasterly line of said Block 11, Range 5, a distance of 132.20 feet to the southwest line of the above described parcel and the **END** of this line description.

Said parcel description is pursuant to Certificate of Compliance for a Parcel Map Waiver for Lot Line Adjustment PMW-227 recorded July 1, 1993 as Instrument No. 255392 of Official Records of Riverside County, California.

Area – 42,448 S.F. more or less

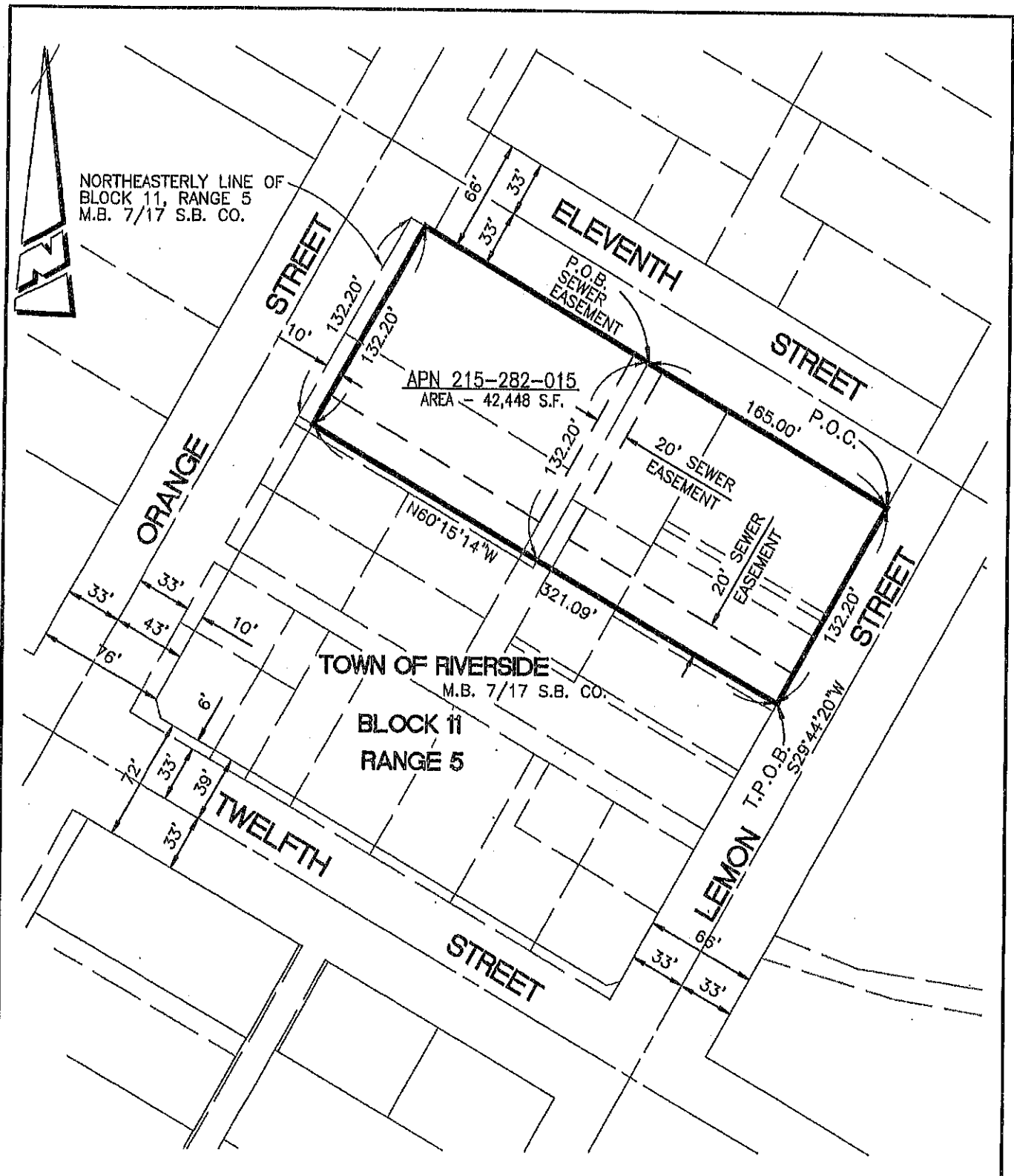
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Curtis C. Stephens 2/12/02 Prep. (Signature)
Curtis C. Stephens, L.S. 7519 Date





NORTHEASTERLY LINE OF
BLOCK 11, RANGE 5
M.B. 7/17 S.B. CO.



APN 215-282-015
AREA = 42,448 S.F.

TOWN OF RIVERSIDE
M.B. 7/17 S.B. CO.

BLOCK 11
RANGE 5

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: 2/2/22

SUBJECT: POLICE STATION PARCEL -- APN 215-282-015

EXHIBIT "B"

Recorded at request of and return to:
City of Riverside
3900 Main Street
Riverside, CA 92522

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

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

PROJECT: Downtown Riverside Police Station
APN: 215-282-018

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged;

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

GRANTS to the City of Riverside, a California charter city and municipal corporation, the real property in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto
And made part hereof

Dated: _____

GRANTOR:

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

By: _____
Jeff Hewitt, Chair
Board of Supervisors

ATTEST:
Kecia R. Harper
Clerk of the Board

By: _____
Deputy

EXHIBIT "A"
LEGAL DESCRIPTION

Project: Riverside Police Station
Address: 4102 Orange Street
APN: 215-282-015

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

All that portion of Block 11, Range 5, of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as shown by map on file in Book 7, Page 17 of Maps, records of San Bernardino County, lying northeasterly of the following described line:

COMMENCING at the most easterly corner of said Block 11, Range 5;

Thence South 29°44'20" West, along the southeasterly line of said Block 11, Range 5, a distance of 132.20 feet to the **TRUE POINT OF BEGINNING** of this line description;

Thence North 60°15'14" West, along a line parallel with the northeasterly line of said Block 11, Range 5, a distance of 331.09 feet to the northwesterly line of said Block 11, Range 5 and the **END** of this line description;

EXCEPTING THEREFROM that portion lying within the northwesterly 10.00 feet of said Block 11, Range 5.

SUBJECT TO an easement and right-of-way for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, renewal and removal of **SANITARY SEWER FACILITIES**, together with all necessary appurtenances, in, under, upon, over and along the above described parcel of land Reserved in Grant Deed to the County of Riverside recorded August 8, 2007 as Document No. 2007-0524978 of Official Records of Riverside County, California, in favor of the City of Riverside, described as follows :

The southwesterly 20.00 feet of that certain real property herein above described parcel;

ALSO SUBJECT TO an easement and right-of-way for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, renewal and removal of **SANITARY SEWER FACILITIES**, together with all necessary appurtenances, in, under, upon, over and along the above described parcel of land reserved in Street Vacation by City Council Resolution recorded April 1, 1963 as Instrument No. 32254 of Official Records of Riverside County, California, in favor of the City of Riverside, being a 20.00 foot wide strip of land, the centerline of which is described as follows:

COMMENCING at said most easterly corner of Block 11, Range 5;

Thence northwesterly along the northeasterly of said Block 11, Range 5, a distance of 165.00 feet to the **POINT OF BEGINNING** of this description;

Thence southwesterly, parallel with the southeasterly line of said Block 11, Range 5, a distance of 132.20 feet to the southwest line of the above described parcel and the **END** of this line description.

Said parcel description is pursuant to Certificate of Compliance for a Parcel Map Waiver for Lot Line Adjustment PMW-227 recorded July 1, 1993 as Instrument No. 255392 of Official Records of Riverside County, California.

Area – 42,448 S.F. more or less

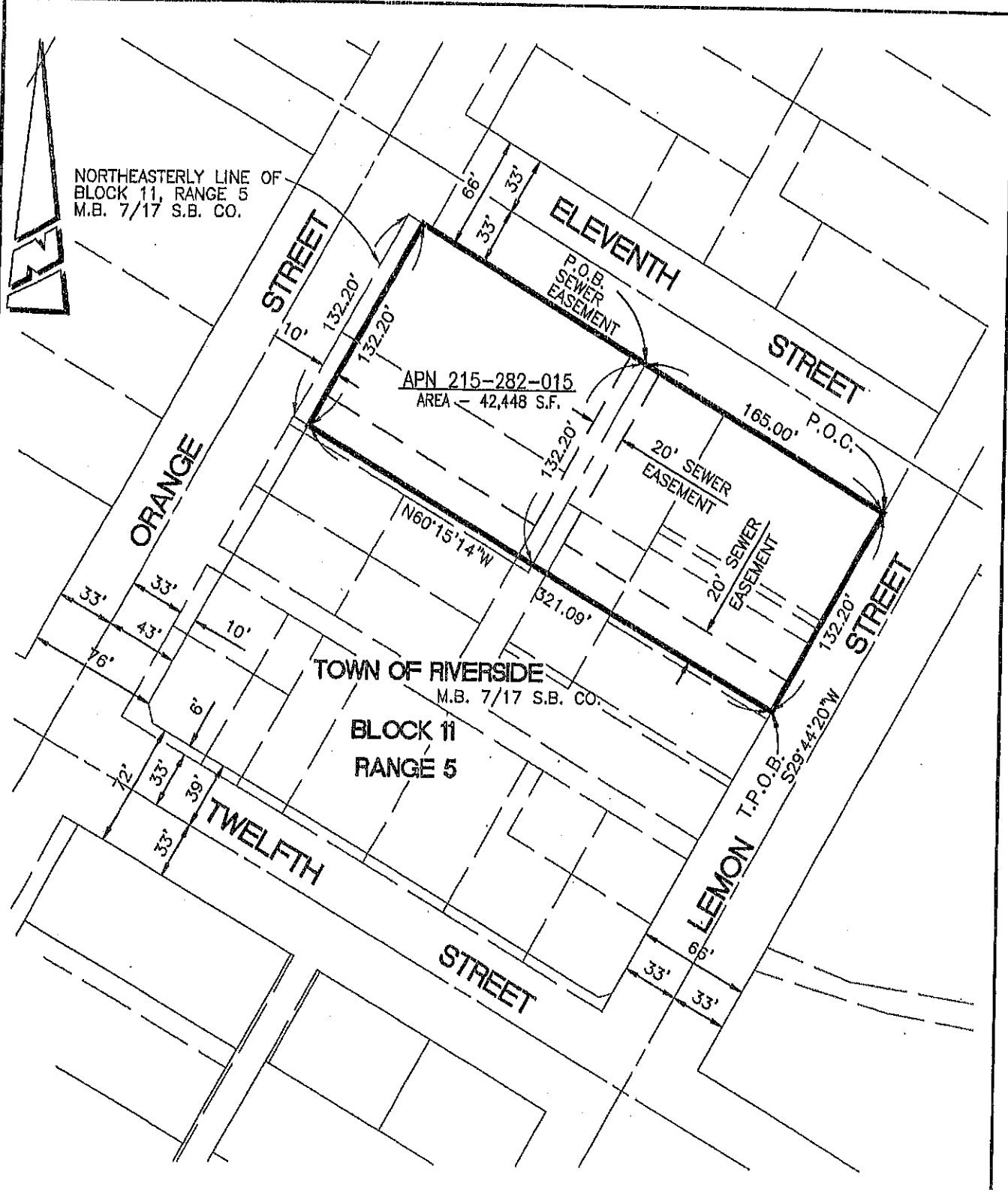
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Curtis C. Stephens 2/12/02 Prep. *(Signature)*
Curtis C. Stephens, L.S. 7519 Date





NORTHEASTERLY LINE OF
BLOCK 11, RANGE 5
M.B. 7/17 S.B. CO.



APN 215-282-015
AREA - 42,448 S.F.

TOWN OF RIVERSIDE
M.B. 7/17 S.B. CO.

BLOCK 11
RANGE 5

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: 2/2/22

SUBJECT: POLICE STATION PARCEL - APN 215-282-015

City of Riverside
CERTIFICATE OF ACCEPTANCE

Exhibit "C"
PRELIMINARY TITLE REPORT

EXHIBIT "C"



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

County of Riverside Facilities Management Real
Estate Division
3133 Mission Inn Ave
Riverside, CA 92507

Title Officer: Barbara Northrup--So

email: TU65@LTIC.COM

Phone No.: (951) 248-0669

Fax No.:

File No.: 621650507

Attn: CRAIG OLSEN

Your Reference No: SALE TO CITY

Property Address: (Vacant Land) Ap 215-282-018, Riverside, California

AMENDED PRELIMINARY REPORT

Dated as of February 25, 2022 at 7:30 a.m.

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

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

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

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

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

SCHEDULE A

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

CLTA Standard Owners
ALTA Loan 2006

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

A FEE

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

County of Riverside, a political subdivision

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:

ALL THAT PORTION OF BLOCK 11, RANGE 5 OF THE TOWN OF RIVERSIDE, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 7, PAGE 17](#) OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, AND THAT PORTION OF PRIESTLEY HALL'S SUBDIVISION, AS SHOWN BY MAP ON FILE IN [BOOK 1, PAGE 1](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID BLOCK 11, RANGE 5;

THENCE SOUTH 29° 44' 20" WEST, ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 11, RANGE 5, A DISTANCE OF 132.20 FEET TO THE POINT OF BEGINNING OF THIS LINE DESCRIPTION;

THENCE NORTH 60° 15' 14" WEST, ALONG A LINE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID BLOCK 11, RANGE 5, A DISTANCE OF 331.09 FEET TO THE NORTHWESTERLY LINE OF SAID BLOCK 11, RANGE 5, AND THE END OF THIS LINE DESCRIPTION;

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE NORTHWESTERLY 10.00 FEET OF SAID BLOCK 11, RANGE 5.

TOGETHER WITH ALL THAT PORTION OF AN ALLEY BETWEEN ORANGE AND LEMON STREET IN SAID BLOCK 11 RANGE 5 AS VACATED BY ORDER OF THE CITY COUNCIL OF THE CITY OF RIVERSIDE, RESOLUTION 5653, RECORDED APRIL 1, 1963 AS [INSTRUMENT NO. 32254](#) OFFICIAL RECORDS.

SAID LAND IS DESCRIBED PURSUANT TO A CERTIFICATE OF COMPLIANCE RECORDED JULY 1, 1993 AS [INSTRUMENT NO. 255392](#) OFFICIAL RECORDS.

[APN: 215-282-018](#)

SCHEDULE B

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

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2022-2023.
- B. There were no taxes levied for the fiscal year 2021-2022 as the property was vested in a public entity.

Tax Identification No.: 215-282-018

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

- 4. An easement for the overhang of the eave of the church building of Second Church of Christ Scientist, as set out in deed from S. A. White et ux. to Ira S. Kennedy, recorded December 11, 1908 in [Book 258 Page 357](#) of Deeds, Riverside County Records.
- 5. Matters contained in that certain document

Entitled: Site and Facilities Lease
Executed by: City of Riverside, and Riverside Public Financing Authority
Recording Date: December 19, 2003
Recording No: 03-990162 of Official Records

Reference is hereby made to said document for full particulars.

Said document was modified by an instrument recorded August 15, 2007 as [Instrument No. 2007-526641](#) of Official Records.

6. Matters contained in that certain document

Entitled: Lease Agreement
Executed by: City of Riverside, and Riverside Public Financing Authority
Recording Date: December 19, 2003
Recording No: [03-990163](#) of Official Records

Reference is hereby made to said document for full particulars.

Said document was modified by an instrument recorded August 15, 2007 as [Instrument No. 2007-0526642](#) of Official Records and by instrument recorded July 9, 2012 as [Instrument No. 2012-0316624](#) of Official Records

7. Matters contained in that certain document

Entitled: Assignment Agreement
Executed by: Riverside Public Financing Authority, and U.S. Bank National Association
Recording Date: December 19, 2003
Recording No: [03-990164](#) of Official Records

Reference is hereby made to said document for full particulars.

Said document was modified by an instrument recorded August 15, 2007 as [Instrument No. 2007-0526643](#) of Official Records and by instrument recorded July 9, 2012 as [Instrument No. 2012-0316622](#) of Official Records

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

Reserved by: County of Riverside
Purpose: Sanitary sewer facilities
Recording Date: August 15, 2007
Recording No: [2007-0524978](#) of Official Records
Affects: Said land more particularly described therein

9. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

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

11. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

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

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

12. 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.

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

END OF SCHEDULE B EXCEPTIONS

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

REQUIREMENTS SECTION:

NONE

INFORMATIONAL NOTES SECTION

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

- Note No. 8: The Company requires current beneficiary demands prior to closing. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:
- a) If the Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be in addition to the verbal hold the lender may have stipulated.
 - b) If the Company cannot obtain a verbal update on the demand, we will either pay off the expired demand or wait for the amended demand, at our discretion.
 - c) All payoff figures are verified at closing. If the customer's last payment was made within 15 days of closing, our Payoff Department may hold one month's payment to insure the check has cleared the bank (unless a copy of the cancelled check is provided, in which case there will be no hold).

Processor: slc / BG

Date Typed: December 3, 2021/ March 7, 2022

Attachment One (Revised 05-06-16)

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

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

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

EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:

- a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

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

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

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

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

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;
- CLTA Preliminary Report Form – Modified (11-17-06)

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

EXCEPTIONS FROM COVERAGE

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

PART I

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:

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

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

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

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction

evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.

6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Notice of Available Discounts

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

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

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

FNF Underwritten Title Company

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

Underwritten by FNF Underwriters

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

Available Discounts**DISASTER LOANS (CTIC, CLTIC, FNTIC)**

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

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

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

Wire Fraud Alert

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

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

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

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

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

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

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

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective August 1, 2021

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

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

Collection of Personal Information

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

Collection of Browsing Information

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

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

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

Other Online Specifics

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

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

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

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

Use of Personal Information

FNF uses Personal Information for three main purposes:

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

When Information Is Disclosed

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

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

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

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

Security of Your Information

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

Choices With Your Information

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

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

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

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

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

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

Information From Children

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

International Users

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

FNF Website Services for Mortgage Loans

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

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

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

Accessing and Correcting Information; Contact Us

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

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

**FIDELITY NATIONAL FINANCIAL
CALIFORNIA PRIVACY NOTICE**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This California Privacy Notice explains how we collect, use, and disclose Personal Information, when and to whom we disclose such information, and the rights you, as a California resident ("Consumer"), have regarding your Personal Information ("California Privacy Rights"). Some subsidiaries maintain separate California Privacy Notices or privacy statements. If a subsidiary has a separate California Privacy Notice, it will be available on the subsidiary's website, and this California Privacy Notice does not apply.

Collection of categories of Personal Information:

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

Identifiers such as name, address, telephone number, IP address, email address, account name, social security number, driver's license number, state identification card, financial information, date of birth, or other similar identifiers;

- Characteristics of protected classifications under California or Federal law;
- Commercial information, including records of personal property, products or services purchased, or other purchasing or consuming histories;
- Internet or other electronic network activity information including, but not limited to browsing history, search history, and information regarding a Consumer's interaction with an Internet website;
- Geolocation data;
- Professional or employment information;
- Education information.

This Personal Information is collected from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with FNF, our affiliates, or others;
- Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others;
- Information from the use of our websites and mobile applications.

This Personal Information is collected for the following business purposes:

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

Disclosures of Personal Information for a business purpose:

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

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, as directed by you;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service Providers; Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

Sale of Personal Information:

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

Personal Information of minors:

FNF does not knowingly collect the Personal Information of minors.

Right to know:

Consumers have a right to know about Personal Information collected, used, disclosed, or sold. Consumers have the right to request FNF disclose what personal information it collected, used, and disclosed in the past 12 months.

Right to request deletion:

Consumers have a right to request the deletion of their personal information.

Right to non-discrimination:

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

Right to use an Authorized Agent:

A Consumer may use an Authorized Agent to submit a request to know or a request to delete his or her information. Should a Consumer utilize an Authorized Agent, FNF will require the Consumer provide the agent written permission to make the request and verify his or her identity with FNF.

To exercise any of your California Privacy Rights, please follow the link "[California Privacy Request](#)" or call Toll Free 888-413-1748.

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

The above-rights are subject to any applicable rights and obligations including both Federal and California exemptions

rendering FNF, or Personal Information collected by FNF, exempt from certain CCPA requirements.

FNF website services for mortgage loans:

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

California Privacy Notice – Effective Date:

This California Privacy Notice was last updated on August 1, 2021.

Contact for more information:

For questions or concerns about FNF's California Privacy Notice and privacy practices, or to exercise any of your

California Privacy Rights, please follow the link "[California Privacy](#)," call Toll Free 888-413-1748, or by mail to the

below address. We may use your Personal Information for our affiliates (companies owned by FNF) to directly market to you. If you do not want FNF affiliates to directly market to you, visit FNF's

"[Opt Out Page](#)" or contact us by phone at

(888) 714-2710, or by mail to:

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

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSURED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAP NOT COMPATIBLE WITH LOCAL CONSULTATION OR BUILDING SITE CIRCUMANCES

SEC. 23 T.2S, R.5W
(BLK. 11, R. 5 & 6)
CITY OF RIVERSIDE

TRA 009-014
009-041

215-28
1-10, 1-11

ASSESSOR'S MAP BK 215 PG 28
Riverside County, Calif. *jasantos*



Pg 26	Pg 25	Pg 09
Pg 29	Pg 28	Pg 11
Pg 32	Pg 31	Pg 13

Map Reference
MB 1/1 PRESTLY MAJUS SUB
MB 7/17 S.B. TOWN OF RIVERSIDE

Mar 2015

Date	Old Item	New Item
11/10/95	28200	11, 31
07/10/92	6511	28212
07/10/92	4331	28213
07/10/92	3331	28214
07/10/92	2317	15 15
07/10/92	213, 14, 15	28215
07/10/92	2811	5
07/10/92	2812	5
07/10/92	2813	10
07/10/92	2814	13

Legend

- Let Lines
- Right-of-Way
- Old Let Lines
- Reference R.O.W.
- Other Easements
- Lease Area
- Subdivision To Map

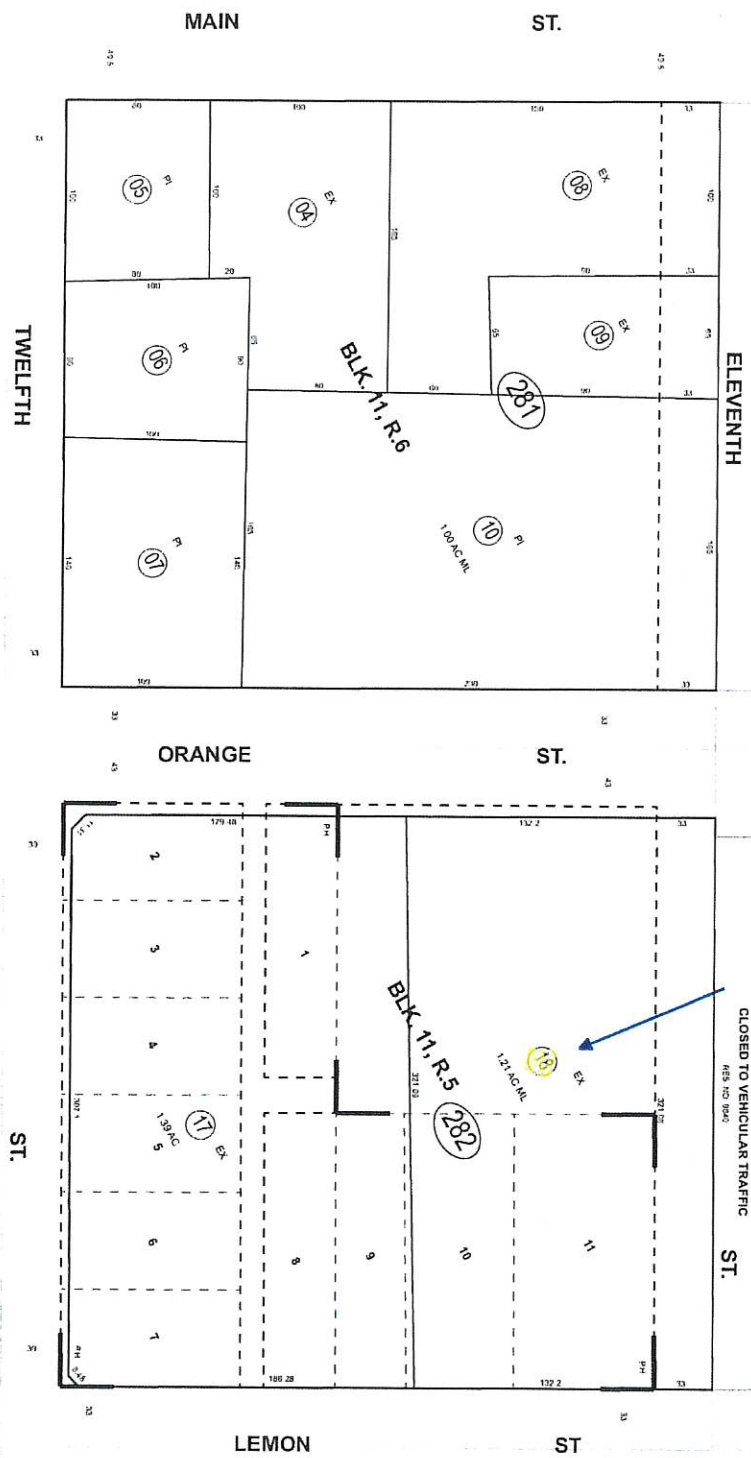
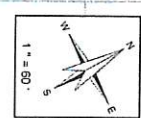


Exhibit "D"
LEASE TERMINATION AGREEMENT

Exhibit "D"

LEASE TERMINATION AGREEMENT (Lease)

THIS LEASE TERMINATION AGREEMENT (Agreement) is executed effective as of the Closing Date defined below, by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County"), and CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"). County and City may be referred to collectively as the "Parties" or individually as a "Party."

RECITALS

A. County (as the lessor) and City (as the lessee) entered into that certain Amended and Restated Lease ("Lease") effective as of August 15, 2017 and terminating on August, 14, 2022, which is attached hereto as Exhibit "A" and incorporated herein by this reference, for property located at 4102 Orange Street, Riverside, California ("Property"), and consists of an approximately 32,991 square feet building and on-site parking (or portion thereof) as ("Premises"). The Premises is more particularity shown in Exhibit "B" attached hereto and incorporated herein by this reference.

B. County (as the seller) and City (as the buyer) entered into that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated as of _____, 2022, which is incorporated herein by this reference as Exhibit "C" ("Purchase and Sale Agreement"), pursuant to which County agreed, among other things, to sell the Premises to City, and City agreed to purchase the Premises from County. Accordingly, the parties have agreed to terminate the Lease, effective as of the date of the close of escrow under the Purchase and Sale Agreement ("Termination Date").

NOW, THEREFORE, in consideration of the mutual covenants and obligations in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Termination of Lease. The Lease is hereby terminated, effective as of the Termination Date.

2. Miscellaneous.

2.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

2.2 Partial Invalidity. If any term or provision of this Agreement shall be

deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

2.3 Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or other provision contained herein. No extension of time for performance or any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

2.4 Successors and Assigns. Neither party shall transfer or assign its rights or responsibilities under this Agreement without the express written consent of the other party. This Agreement is for the benefit of, and is binding on, the parties and their successors and permitted assigns.

2.5 Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.

2.6 Governing Law. The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.

(SIGNATURES PROVISION ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this Lease Termination Agreement as of the date and year set forth below.

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

CITY OF RIVERSIDE,
a California charter city and
municipal corporation

By: _____
Jeff Hewitt, Chair
Board of Supervisors

By: _____
Al Zelinka
City Manager

Date: _____

Date: _____

ATTEST:
Kecia R. Harper
Clerk of the Board

ATTEST:
City Clerk

By: _____
Deputy

By: _____

APPROVED AS TO FORM:
County Counsel

APPROVED AS TO FORM:
Phaedra A. Norton
City Attorney

By: _____
Ryan Yabko
Deputy County Counsel

By: _____
Rosemary Koo
Senior Deputy City Attorney

Exhibit A
Copy of Lease

1 **AMENDED AND RESTATED LEASE**

2 County of Riverside and

3 City of Riverside

4 4102 Orange Street, Riverside, California

5 The **COUNTY OF RIVERSIDE**, a political subdivision of the State of California,
6 herein called "County", leases to the **CITY OF RIVERSIDE**, a California charter city
7 and municipal corporation, herein called "City" the property commonly known as 4102
8 Orange Street, Riverside, California. County and City may be referred to collectively
9 as the "Parties".

10 **RECITALS**

11 A. County is the owner of certain real property located within the city limits of
12 the City of Riverside, County of Riverside, State of California, identified with Assessor's
13 Parcel Number (APN) 215-282-018 (formerly 215-282-015), located at 4102 Orange
14 Street, Riverside, California (the "Property"), which includes the building and on-site
15 parking (collectively, the "Premises"), more particularly described in Exhibit "A",
16 attached hereto and by this reference incorporated herein.

17 B. On or about June 14, 2007, County and City entered into a lease for the
18 Premises on an annual basis for a period not to exceed five (5) years (the "Original
19 Lease"). On or about April 21, 2010, the Original Lease was amended and the term
20 was extended an additional five (5) years with an expiration date of August 14, 2017.
Collectively, the Original Lease and the First Amendment are referred to as the
"Existing Lease".

C. County wishes to continue to lease to City, and the City desires to
continue to lease from the County, the Premises, together with certain rights,
privileges, and easements appurtenant to the Premises as further described herein, for
the term and subject to the terms, covenants and conditions in this Lease.

///

1 D. NOW, THEREFORE, in consideration of the mutual promises herein
2 contained, and other good and valuable consideration, the receipt and sufficiency of
3 which are hereby mutually acknowledged, County and City hereby mutually agree that
4 the Existing Lease be amended and restated as of the Effective Date as defined in
5 Section 4 as follows:

6 1. **Statement of Intent.** Prior to the Effective Date, the rights and
7 obligations of County and City are those described in the Existing Lease. On the
8 Effective Date, the Existing Lease shall be deemed amended and restated so as to
9 contain all of the terms of this Lease and this Lease as amended and restated shall
10 govern all future rights, obligations, duties and liabilities of the Parties.

11 2. **Description.** The Premises leased hereby consist of approximately
12 32,991 square feet located at 4102 Orange Street, Riverside, California, and consist of
13 a building and on-site parking (or portion thereof) as more particularly shown on Exhibit
14 "A", attached hereto and by this reference made a part of this Lease.

15 (a) Condition of the Premises. City is currently in possession of the
16 leased Premises and does hereby accept the leased Premises in its present "AS IS"
17 condition, as of the Effective Date. City, as the only occupant of the Premises since its
18 construction, is in the best position to know the condition of the Premises and all
19 improvements.

20 3. **Use.**

(a) The Premises are leased hereby for the purpose of the operation
of a downtown police headquarters facility and ancillary office uses. Any such ancillary
office uses that are not related to the Police Department operations are subject to the
County's consent, at County's sole discretion.

(b) The leased Premises shall not be used for any other purpose
without first obtaining the written consent of County.

(c) City shall have the exclusive use of the leased Premises.

///

1 4. Term. This Lease shall be for a period of five (5) years effective as of
2 August 15, 2017 and terminating on August 14, 2022.

3 5. Options to Extend.

4 (a) County grants to City one option to extend the Lease term (the
5 "Option"). The extension option shall be for a period of five (5) years, subject to the
6 conditions described in this Section 5 (the "Option Period).

7 (b) The Option(s) shall be exercised by City delivering to County
8 written notice thereof no later than ninety (90) days prior to the expiration of the original
9 term of the Lease.

10 (c) The monthly rent payable by City during the Option Period shall be
11 increased by an amount equal to five (5%) percent of such monthly rental.

12 6. Rent.

13 (a) City shall pay the sum of \$292,000, on a triple net basis, payable
14 as \$24,333.00 per month to County as rent for the leased Premises, payable, in
15 advance, on the first day of the month, provided, however, in the event rent for any
16 period during the term hereof which is for less than one full calendar month said rent
17 shall be pro-rated based upon the actual number of days of said month.

18 (b) Notwithstanding the provisions of this Section, the monthly rent
19 shall be increased during the Option Period as per section 5(c) above.

20 (c) The City shall be responsible for the payment of all costs of interior
and exterior property maintenance, utilities and property insurance. City shall not be
responsible for the payment of any property or possessory interest taxes as both City
and County are public agencies. County acknowledges that no property or possessory
interest taxes will be imposed on the City. City acknowledges that it is self-insured.
County shall have no responsibility to maintain or repair the Premises.

 7. Improvements by City.

 (a) County shall not be obligated to provide any monetary allowance
or perform any tenant improvements for the Premises. City shall be solely responsible

1 for the payment and installation of any and all tenant improvements necessary for the
2 City's use of the Premises.

3 (b) Any alterations, improvements or installation of fixtures to be
4 undertaken by City shall have the prior written consent of County after City has
5 submitted proposed plans for such alterations, improvements or fixtures to County in
6 writing.

7 (c) All work performed on the Premises shall be by a licensed general
8 contractor and licensed subcontractors holding active licenses with the California State
9 License Board and a business license with the City of Riverside. All tenant
10 improvements must be legal and must comply with the City of Riverside's municipal
11 code requirements and all State and County regulations.

12 (d) All alterations and improvements to be made, and fixtures
13 installed, or caused to be made and installed, by City shall remain the property of City
14 and may be removed by City at or prior to the expiration of this Lease; provided,
15 however, such removal does not cause injury or damage to the Premises, or in the
16 event it does, the Premises shall be restored to its prior condition, if required by
17 County.

18 (e) At the expiration or termination of this Lease, City shall have no
19 reimbursement rights for any amounts expended on tenant improvements,
20 maintenance, or for any other purpose, and all such expenditures and improvements
shall be at the City's sole expense, risk and responsibility.

8. **Utilities.**

(a) City shall provide and pay for all utilities.

(b) City shall provide and pay for all telephone services.

9. **Maintenance.**

(a) City shall be responsible for all maintenance of the leased
Premises and City shall keep the Premises in good condition and in compliance with all

1 federal and state laws, ordinances, rules, codes and regulations, including but not
2 limited to fire, health and safety.

3 (b) City shall be responsible for providing routine monitoring and
4 maintenance of the fire alarm system, fire extinguishers, and the fire sprinkler system,
5 if applicable.

6 (c) City shall maintain the mechanical room and other major
7 equipment connected to this facility.

8 **10. Custodial Services.** City shall provide, or cause to be provided, and pay
9 for all custodial services in connection with the leased Premises.

10 **11. Inspection of Premises.** County, through its duly authorized agents,
11 shall have the right to enter the leased Premises for the purpose of inspecting,
12 monitoring, and evaluating the obligations of City hereunder and for the purpose of
13 doing any and all things which it is obligated and has a right to do under this Lease.
14 County shall give the City twenty-four (24) prior notice before entering the Premises.

15 **12. Quiet Enjoyment.** City shall have, hold and quietly enjoy the use of the
16 leased Premises so long as it shall fully and faithfully perform the terms and conditions
17 that it is required to do under this Lease.

18 **13. Compliance with Government Regulations.** City shall, at City's sole
19 cost and expense, comply with the requirements of all local, state and federal statutes,
20 regulations, rules, ordinances and orders now in force or which may be hereafter in
force, pertaining to the leased Premises. The final judgment, decree or order of any
court of competent jurisdiction, or the admission of City in any action or proceedings
against City, whether City be a party thereto or not, that City has violated any such
statutes, regulations, rules, ordinances or orders, in the use of the leased Premises,
shall be conclusive of that fact as between County and City.

14. Termination by County. County shall have the right to terminate this
Lease forthwith:

1 (a) In the event a petition is filled for voluntary or involuntary
2 bankruptcy for the adjudication of City as debtor.

3 (b) In the event that City makes a general assignment, or City's
4 interest hereunder is assigned involuntarily or by operation of law, for the benefit of
5 creditors.

6 (c) In the event of abandonment of the leased Premises by City.

7 (d) In the event City fails or refuses to perform, keep or observe any of
8 City's duties or obligations hereunder; provided, however, that City shall have thirty
9 (30) days in which to correct City's breach or default after written notice thereof has
10 been served on City by County.

11 (e) Without cause upon three hundred and sixty-five (365) days'
12 written notice of its intent to terminate the Lease served upon the City during the
13 Option Period. County shall not terminate the Lease without cause during the first five
14 (5) years of the Lease.

15 **15. Termination by City.** City shall have the right to terminate this Lease
16 without cause by providing County with at least one hundred and eighty (180) days
17 written notice of its intent to terminate the Lease and vacate the Premises.

18 **16. Insurance.** The insurance requirements contained in this Agreement
19 may be met with a program(s) of self-insurance acceptable to the County. The City
20 shall pass down all obligations of this Section 16 to any and all third parties or
contractors performing work on the Premises. Any insurance carrier providing
insurance coverage to any such third party or contractor hereunder shall be admitted to
the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless
such requirements are waived, in writing, by the County Risk Manager. If the County's
Risk Manager waives a requirement for a particular insurer such waiver is only valid for
that specific insurer and only for one policy term.

16.1. Without limiting or diminishing the City's obligation to indemnify
or hold the County harmless, City shall procure and maintain or cause to be

1 maintained, at its sole cost and expense, the following insurance coverages during
2 the term of this Lease. As respects to the insurance section only, the County herein
3 refers to the County of Riverside, its Agencies, Districts, Special Districts, and
4 Departments, their respective directors, officers, Board of Supervisors, employees,
5 elected or appointed officials, agents, attorneys or representatives as Additional
6 Insureds.

7 **16.2. Workers' Compensation.** City shall maintain statutory Workers'
8 Compensation Insurance as prescribed by the laws of the State of California. The
9 policy shall be endorsed to waive subrogation in favor of the County of Riverside.

10 **16.3. Commercial General Liability.** The City is self-insured for
11 \$3,500,000 and will provide the County with a self-insured affirmation letter.

12 **16.4. Vehicle Liability.** If vehicles or mobile equipment are used in the
13 performance of the obligations under this Agreement, then City shall maintain
14 liability insurance for all owned, non-owned or hired vehicles so used in an amount
15 not less than \$1,000,000 per occurrence combined single limit. If such insurance
16 contains a general aggregate limit, it shall apply separately to this agreement or be
17 no less than two (2) times the occurrence limit. Policy shall name the County as
18 Additional Insureds.

19 **16.5.** For the duration of the Lease while any construction or
20 demolition activities are undertaken, City shall require its Contractor to keep in full
force and effect, a policy of Course of Construction Insurance covering loss or
damage to the Premises for the full replacement value of such work. The Named
Insured shall include the City, County and Contractor as their interests appear.
Contractor shall be responsible for any deductible payments that result from a loss at
the Premises under this coverage. .

16.6. General Insurance Provisions - All lines.

16.6.1. The City must declare its insurance self-insured
retention for each coverage required herein. If any such self-insured retention

1 exceed \$500,000 per occurrence each such retention shall have the prior written
2 consent of County Risk Management before the commencement of operations under
3 this Agreement. Upon notification of self-insured retention unacceptable to the County,
4 and at the election of the County's Risk Manager, City's carriers shall either; 1) reduce
5 or eliminate such self-insured retention as respects this Agreement with the County,
6 or 2) procure a bond which guarantees payment of losses and related investigations,
7 claims administration, and defense costs and expenses.

8 **16.6.2.** City shall cause City's insurance carrier(s) to
9 furnish the County of Riverside with either 1) a properly executed original
10 Certificate(s) of Insurance and certified original copies of Endorsements effecting
11 coverage as required herein, and 2) if requested to do so orally or in writing by the
12 County Risk Manager, provide original Certified copies of policies including all
13 Endorsements and all attachments thereto, showing such insurance is in full force
14 and effect. Further, said Certificate(s) and policies of insurance shall contain the
15 covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice
16 shall be given to the County of Riverside prior to any material modification,
17 cancellation, expiration or reduction in coverage of such insurance. If City's
18 insurance carrier(s) policies does not meet the minimum notice requirement found
19 herein, City shall cause City's insurance carrier(s) to furnish a 30 day Notice of
20 Cancellation Endorsement.

15 **16.6.3.** In the event of a modification, cancellation,
16 expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless
17 the County of Riverside receives, prior to such effective date, another properly
18 executed original Certificate of Insurance and copies of endorsements evidencing
19 coverage's set forth herein and the insurance required herein is in full force and
20 effect. City shall not commence operations until the County has been furnished
original Certificate (s) of Insurance and copies of endorsements. Upon notification of
self-insured retention unacceptable to the County, and at the election of the County's

1 Risk Manager, City's carriers shall either; 1) reduce or eliminate such self-insured
2 retention as respects this Agreement with the County, or 2) procure a bond which
3 guarantees payment of losses and related investigations, claims administration, and
4 defense costs and expenses.

4 **16.6.4.** It is understood and agreed to by the parties
5 hereto that the City's insurance shall be construed as primary insurance, and the
6 County's insurance and/or deductibles and/or self-insured retention's or self-insured
7 programs shall not be construed as contributory.

7 **16.6.5.** City shall pass down the insurance obligations
8 contained herein to all tiers of contractors working under this Agreement.

8 **16.6.6.** The insurance requirements contained in this
9 Agreement may be met with a program(s) of self-insurance acceptable to the County.

9 **16.6.7.** City agrees to notify County of any claim by a
10 third party or any incident or event that may give rise to a claim arising from the
11 performance of this Agreement.

11 **17. Hold Harmless.**

12 (a) City represents that it has inspected the leased Premises, accepts
13 the condition thereof, accepts the Premises in "as is" condition, and fully assumes any
14 and all risks incidental to the use thereof. County shall not be liable to City, its officers,
15 agents, employees, subcontractors or independent contractors for any personal injury
16 or property damage suffered by them which may result from hidden, latent or other
17 dangerous conditions in, on, upon or within the leased Premises; provided, however,
18 that such dangerous conditions are not caused by the sole negligence of County, its
19 officers, agents or employees.

18 (b) City shall indemnify and hold County, its Board of Supervisors,
19 officers, agents, employees and independent contractors free and harmless from any
20 liability whatsoever, based or asserted upon any act or omission of City, its officers,
agents, employees, subcontractors and independent contractors, for property damage,

1 bodily injury, or death (City's employee included) or any other element of damage of
2 any kind or nature, relating to or in anywise connected with or arising from its use and
3 responsibilities in connection therewith of the leased Premises or the condition thereof,
4 and City shall defend, at its expense, including without limitation, attorney fees, expert
5 fees and investigation expenses, County, its officers, agents, employees and
6 independent contractors in any legal action based upon such alleged acts or
7 omissions. The obligations to indemnify and hold County free and harmless herein
8 shall survive until any and all claims, actions and causes of action with respect to any
9 and all such alleged acts or omissions are fully and finally barred by the applicable
10 statute of limitations.

11 (c) The specified insurance limits required in Section 16 above shall in
12 no way limit or circumscribe City's obligations to indemnify and hold County free and
13 harmless herein.

14 (d) County shall indemnify and hold harmless the City, its
15 departments, directors, officers, City Councilmembers, elected and appointed officials,
16 employees, agents, attorneys and representatives from any liability, claim, damage or
17 action arising from the gross negligence or willful misconduct of County, its officers,
18 employees, contractors, agents or representatives arising out of or in any way relating
19 to this Lease, including but not limited to property damage, bodily injury, or death.
20 County shall defend, at its sole cost and expense, including but not limited to attorney
fees, cost of investigation, defense and settlements or awards, the City of Riverside, its
Departments, directors, officers, City Councilmembers, elected and appointed officials,
employees, agents, attorneys and representatives in any such action or claim. With
respect to any action or claim subject to indemnification herein by County, County
shall, at its sole cost, have the right to use counsel of its own choice and shall have the
right to adjust, settle, or compromise any such action or claim without the prior consent
of City; provided, however, that any such adjustment, settlement or compromise in no
manner whatsoever limits or circumscribes County's indemnification of City. County's

1 obligations hereunder shall be satisfied when County has provided to City the
2 appropriate form of dismissal (or similar document) relieving the City from any liability
for the action or claim involved.

3 (e) County agrees to notify City of any claim by a third party or any
4 incident or event that may give rise to a claim arising from the performance of this
Agreement.

5 **18. No Assignment or Subletting.** City may not assign, sublet, mortgage,
6 hypothecate or otherwise transfer in any manner any of its rights, duties or obligations
hereunder to any person or entity.

7 **19. Toxic Materials.** During the term of the Lease and any extensions
8 thereof, City shall not violate any federal, state or local law, ordinance or regulation,
9 relating to industrial hygiene or to the environmental condition on, under or about the
10 leased Premises, including, but not limited to, soil and groundwater conditions.
11 Further, City shall not use, generate, manufacture, produce, store or dispose of on,
12 under or about the leased Premises or transport to or from the leased Premises any
13 flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic
14 substances or related injurious materials, whether injurious by themselves or in
15 combination with other materials (collectively, "hazardous substances", "hazardous
16 materials" or "toxic substances") in the Comprehensive Environmental Response,
17 Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq;
18 the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq; the
Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq; and those
substances defined as "Hazardous Wastes" in Section 25117 of the California Health
and Safety Code or as "Hazardous Substances" in Section 25316 of the California
Health and Safety Code; and in the regulations adopted in publications promulgated
pursuant to said laws.

19 **20. Free From Liens.** City shall pay, when due, all sums of money that may
20 become due for any labor, services, material, supplies, or equipment, alleged to have

1 been furnished or to be furnished to City, in, upon, or about the leased Premises, and
2 which may be secured by a mechanic's, material man's or other lien against the leased
3 Premises or County's interest therein, and will cause each such lien to be fully
4 discharged and released at the time the performance of any obligation secured by such
5 lien matures or becomes due; provided, however, that if City desires to contest any
6 such lien, it may do so, but notwithstanding any such contest, if such lien shall be
7 reduced to final enforcement thereof is not promptly stayed, or if so stayed, and said
8 stay thereafter expires, then and in such event, City shall forthwith pay and discharge
9 said judgment.

10 **21. Employees and Agents of City.** It is understood and agreed that all
11 persons hired or engaged by City shall be considered to be employees or agents only
12 of City and not of County.

13 **21.1. Binding on Successors.** The assigns and successors in interest
14 to each party, shall be bound by all the terms and conditions contained in this Lease,
15 and all the parties thereto shall be jointly and severally liable hereunder.

16 **21.2. Waiver of Performance.** No waiver by County at any time of any
17 of the terms and conditions of this Lease shall be deemed or construed as a waiver at
18 any time thereafter of the same or of any other terms or conditions contained herein or
19 of the strict and timely performance of such terms and conditions.

20 **21.3. Severability.** The invalidity of any provision in this Lease as
determined by a court of competent jurisdiction shall in no way affect the validity of any
other provision hereof.

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

1 **21.5. Notices.** Any notice required or desired to be served by either
2 party upon the other shall be addressed to the respective parties as set forth below:

3 County:

City:

4 Real Estate Division

City of Riverside

Economic Development Agency

Community & Economic Development

3403 10th Street, Suite 400

3900 Main Street

5 Riverside, California 92501

Riverside, California 92501

6 or to such other addresses as from time to time shall be designated by the respective
7 parties.

8 **21.6. Permits, Licenses and Taxes.** City shall secure and maintain, at
9 its expense, all necessary permits and licenses as it may be required to obtain and/or
10 hold, and City shall pay for all fees and taxes levied or required by any authorized
11 public entity.

12 **21.7. Section Headings.** The section headings herein are for the
13 convenience of the parties only, and shall not be deemed to govern, limit, modify or in
14 any manner affect the scope, meaning or intent of the provisions or language of this
15 Lease.

16 **21.8. County's Representative.** County hereby appoints the Assistant
17 County Executive Officer of the Economic Development Agency as its authorized
18 representatives to administer this Lease.

19 **21.9. Nondiscrimination.** The Parties shall not discriminate on the
20 grounds of race, religious creed, color, national origin, ancestry, age, physical or
mental disability, medical conditions, including the medical condition of Acquired
Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status,
genetic information, gender, gender identity, sex or sexual orientation, in connection
with the performance of this Agreement. The parties further agree to conform to the
requirements of the Americans with Disabilities Act in the performance of this Lease.

1 **21.10. Brokers.** Both Parties acknowledge that neither County nor
2 City is represented by a real estate broker in this transaction.

3 **21.11. Entire Lease.** This Lease is intended by the parties hereto as a
4 final expression of their understanding with respect to the subject matter hereof and as
5 a complete and exclusive statement of the terms and conditions thereof and
6 supersedes any and all prior and contemporaneous leases, agreements and
7 understandings, oral or written, in connection therewith. The Lease may be changed
8 or modified only upon the written consent of the parties hereto.

9 **21.12. Approval.** This Lease shall not be binding or consummated
10 until its approval by the Chairman of the Riverside County Board of Supervisors and
11 the City Council of the City of Riverside.

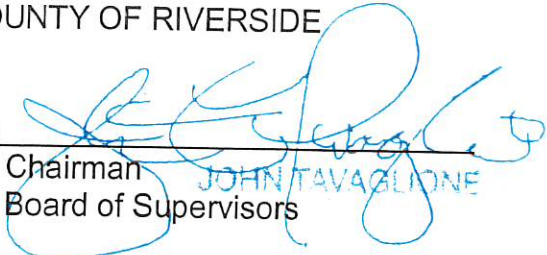
12
13
14
15
16
17
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19
20

SIGNATURE PROVISIONS FOLLOW

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

2 COUNTY OF RIVERSIDE

CITY OF RIVERSIDE

3 By: 
4 Chairman
Board of Supervisors
JOHN TAVAGLIONE

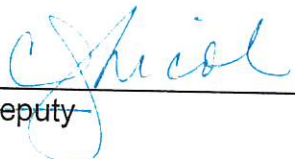
By: 
John A. Russo
City Manager

6 ATTEST:
Kecia Harper-Ihem
7 Clerk of the Board

Date: April 7, 2017

ATTEST:
Colleen J. Nicol
City Clerk

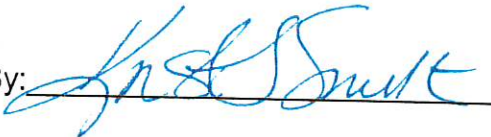
8 By: 
9 Deputy

By: 
Deputy


11 APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

APPROVED AS TO FORM:
Gary Geuss, City Attorney

13 By: 
14 Todd Frahm
Deputy County Counsel

By: 

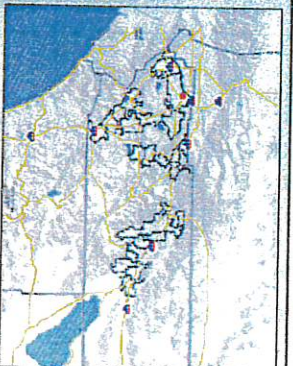
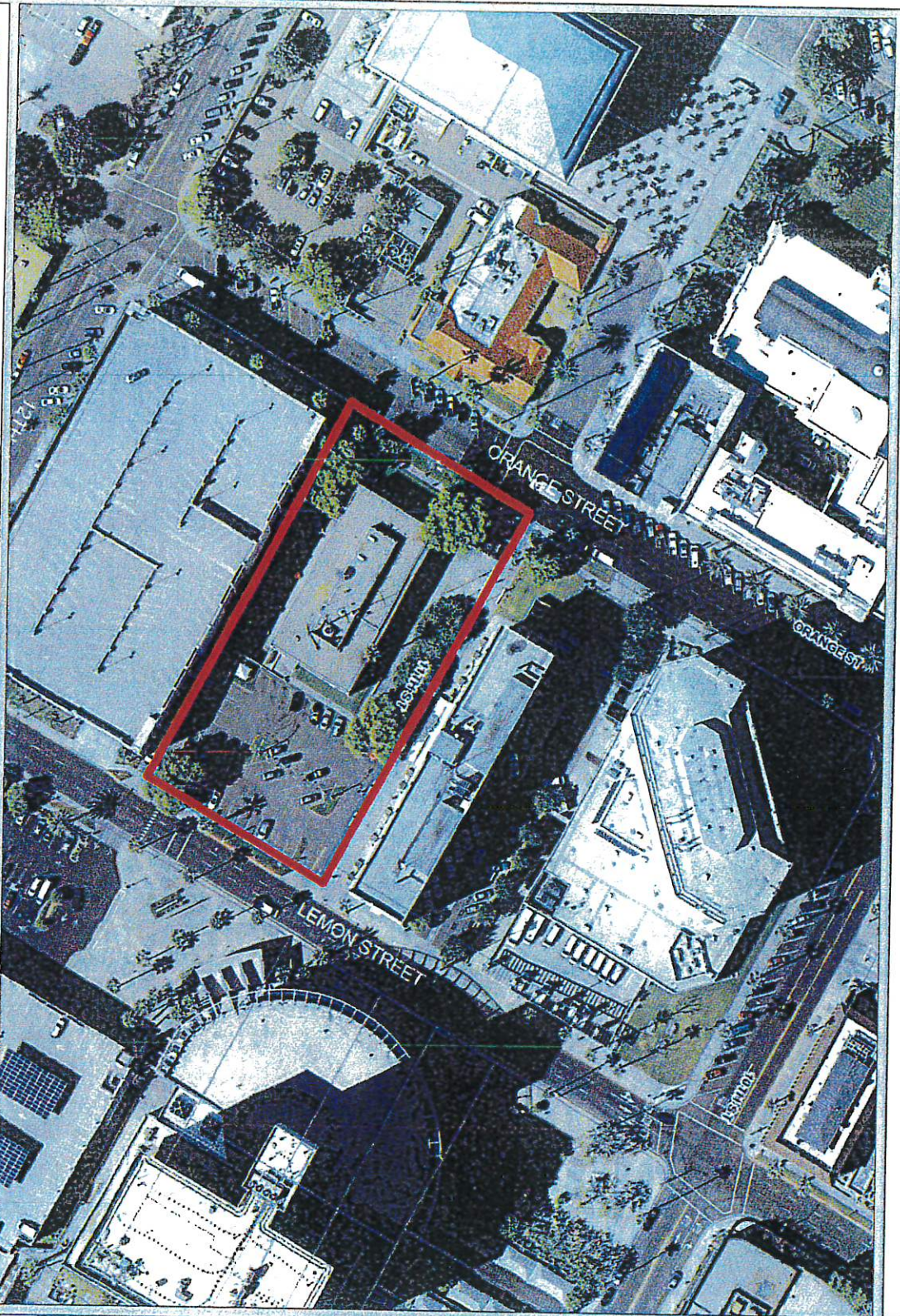
15 CERTIFIED AS TO FUNDS AVAILABILITY:

16 BY: 
17 Chief Financial Officer/ City Treasurer

19 CAO:ra/012717/RV509/18.460

EXHIBIT A

APN: 215-282-018



Legend

- roads
- anno
- highways
- Hwy
- INTERCHANGE
- INTERSTATE
- OFFRAMP
- ONRAMP
- USHwy
- counties
- cities
- hydrographylines
- waterbodies
- Lakes
- Rivers

Notes

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

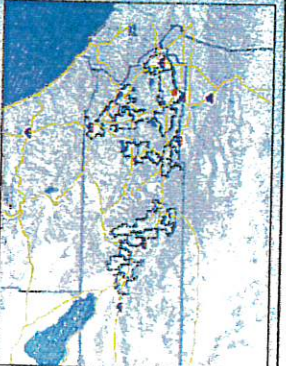
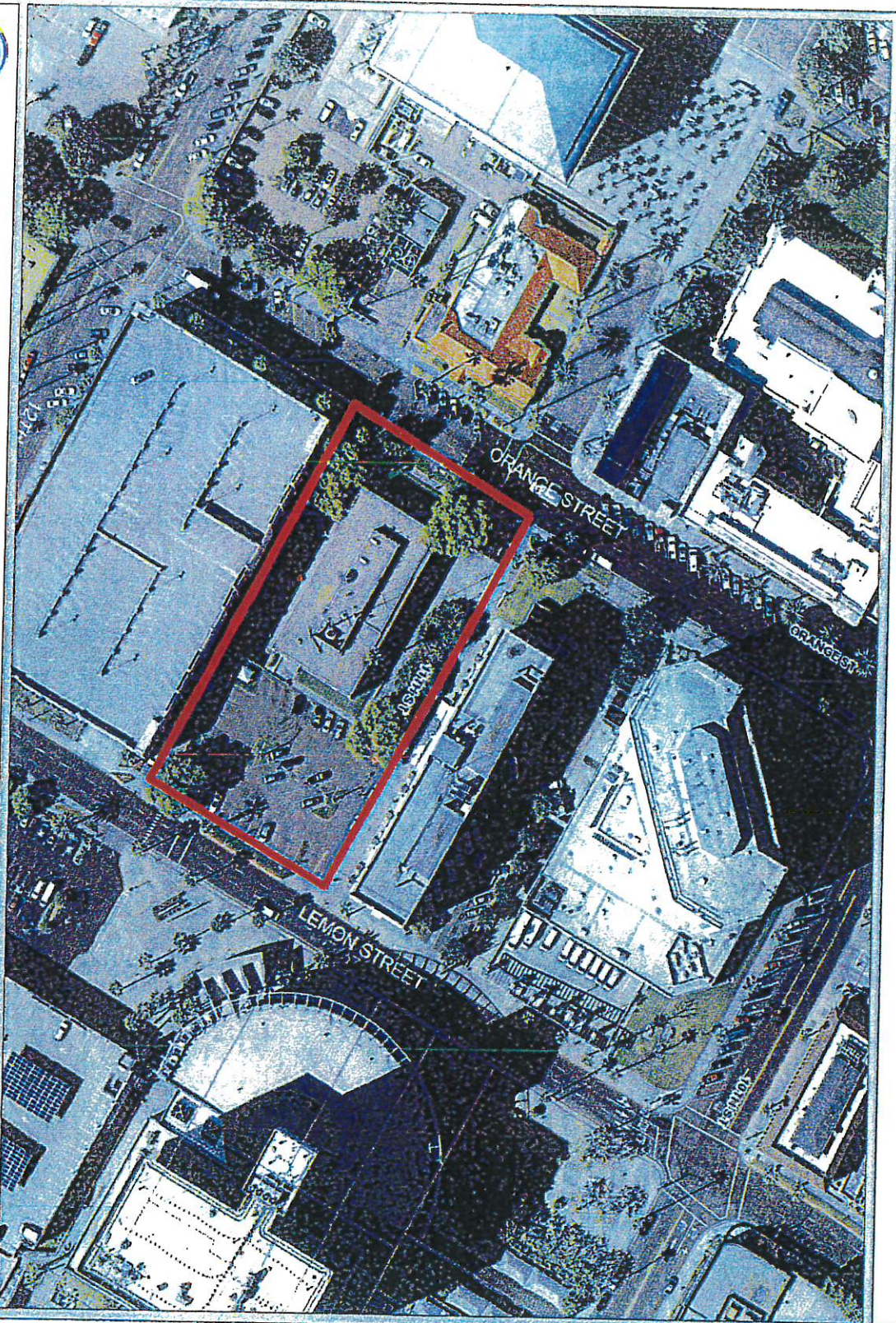


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© Riverside County RCIT GIS

Exhibit B
Premises

APN: 215-282-018



Legend

- roads
- highways
- HWY
- INTERCHANGE
- INTERSTATE
- OFFRAMP
- ONRAMP
- USHWY
- counties
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0

148

296 Feet



Exhibit C
Copy of Purchase and Sale Agreement