

# **REQUEST FOR OFFER ON REAL PROPERTY**

**OWNED BY SAN BERNARDINO COUNTY TRANSPORTATION  
AUTHORITY (SBCTA)**

**APN 0275-211-59**

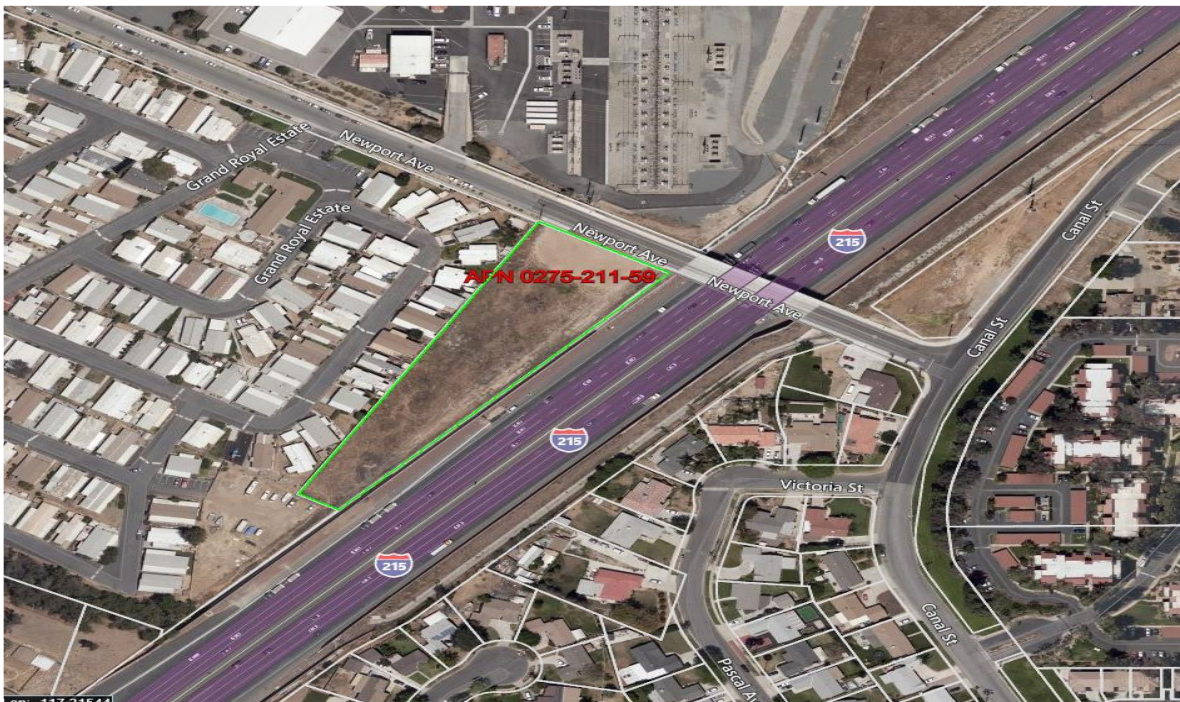
## **INTRODUCTION**

Under California Government Code Section 54220-54232, the San Bernardino County Transportation Authority (SBCTA) can offer property for sale to private individuals and companies when certain conditions are met. Prior to the disposition of property, SBCTA must determine whether the property is needed for any future use and declare the property surplus. A 60-day public agency notification period is initiated for City and County agencies within the jurisdiction of the parcels. If no interest is expressed, SBCTA may offer the surplus property to the open market. These conditions have been met and SBCTA hereby solicits requests for offers on real property located on the South side of Newport Avenue, adjacent to the West side of I-215 Interstate Freeway, in the City of Grand Terrace, California.

## **GENERAL REQUIREMENTS**

### **A) DESCRIPTION OF PROPERTY**

The Property is located on the South side of Newport Avenue, adjacent to the West side of I-215 Interstate Freeway, in the City of Grand Terrace, California. The Assessor Parcel Number related to the sale is: 0275-211-59. The Property is more particularly described in Attachment "A" - Property Summary.



## **B) SELECTION CRITERIA**

SBCTA shall use the following criteria in the selection of offers received, which in its judgment and sole discretion is the most advantageous to SBCTA:

1. Appraised Value \$392,000.00.
2. Applicant's financial capacity to purchase and develop the Property;
3. Applicant requires minimal or no additional obligation from SBCTA to prepare the Property for sale/development; and
4. Applicant's ability to close escrow expeditiously (60 days).

## **C) OFFER CONTENTS**

Applicants shall submit a written offer consisting of the following:

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

## **D) OFFER SUBMISSION**

1. Addendums addressing questions and corresponding responses will be posted on SBCTA's website <http://www.gosbcta.com/>, or can be requested by contacting Darcy Mendoza, via email at [dmendoza@epicland.com](mailto:dmendoza@epicland.com).
2. Offer to be made for the property, by sending the offer to: SBCTA, 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410, Attention: Project Delivery Manager.

### **Offer Submittal Checklist:**

- ✓ **Contact information and background information of similar purchases**
  - ✓ **Purchase Price and financial capacity to purchase/develop property**
  - ✓ **Acknowledgement that Purchase and Sale Agreement has been reviewed**
  - ✓ **Signed Disclosure of Campaign Contributions to Commissioners form**
3. Any offer shall remain valid and shall not be withdrawn for a period of one hundred twenty (120) days following the submission of the offer.

#### **E) SALES PROCESS**

1. Offers will be reviewed by SBCTA. The successful bidders will be ranked according to the selection criteria, stated on page 2, section B.
2. All offers will require submission of proof of financial capacity to purchase and develop the Property.
3. Final acceptance of any offer will be subject to SBCTA Board of Directors approval. The Board reserves the right to reject any and all bids and may withdraw the Property from sale.
4. The successful bidder is allowed a 25-day review period upon notification of award.
5. The successful bidder will be required to enter into a Purchase and Sale Agreement provided by SBCTA. A sample is attached as Attachment "B".
6. When the executed Purchase and Sale Agreement is received and executed by SBCTA, escrow will open for a period of sixty (60) days.

#### **F) LIMITING CONDITIONS**

1. Each applicant is responsible for conducting their own independent investigation of the Property. Each applicant shall rely solely upon its own due diligence, and not rely on any information provided by SBCTA or any representative thereof. The information provided by SBCTA has been obtained from sources that are considered reliable, but SBCTA makes no warranties, representations or guarantees of any kind with respect to the information contained therein.
2. Any sale is subject to the approval of SBCTA Board of Directors.
3. All offers are considered, however, SBCTA reserves the right to reject any and all offers and to cancel the sale in part or in its entirety any time prior to the execution of the Purchase and Sale Agreement.
4. The right, title and interest in the Property to be sold shall not exceed that vested in SBCTA, and this sale is subject to all title exceptions and reservation whether or not of record. The successful applicant may obtain a policy of title insurance at his own expense.
5. The successful applicant shall pay 50% of customary escrow fees, the cost of a title policy, the cost of extended coverage, and if desired by the applicant, the cost of any documentary transfer tax, any additional title coverage, endorsements, or document preparation costs. SBCTA will entertain offers from any interested party but will not pay for any broker commissions.

6. SBCTA surveyed the Property in order to define the available area for Purchase however, buyer should verify data with own survey, if desired. No warranty is made by SBCTA relative to the ground locations of property lines. Should the successful bidder desire a survey of the Property, this may be accomplished by an independent survey at the purchaser's expense.
7. All applicants are responsible for independent environmental studies at their own expense.
8. The successful applicant shall be responsible for checking and complying with local building codes and ordinances.
9. The Property is sold in an "as is" condition. The sale of the Property shall be made without any warranty, express or implied, and subject to all liens, easements, encumbrances and other exceptions to title, whether recorded or not. SBCTA makes no representations or warranties, express or implied, concerning the condition of the Property, locations of property lines, the exact area of the Property, the condition of any improvements on the Property or any environmental condition affecting the Property. SBCTA does not assume any liability for any possible encumbrances on the Property. SBCTA makes no warranty as to existing or future zoning or availability of utilities.

**ATTACHMENT "A"**  
**PROPERTY SUMMARY**

<b>PROPERTY SUMMARY – EXCESS LAND SALE</b>	
<b>APN 0275-211-59</b>	
Assessor's Parcel No.	APN 0275-211-59
Property Rights Appraised	Fee Simple
Location	The property is located on the South side of Newport Avenue, adjacent to the West side of I-215 Interstate Freeway, in the City of Grand Terrace, California.
Size and Shape	<p>Per the San Bernardino County Assessor's Office, the subject Property is approximately 1.8± acres with an Irregular shape.</p> <p>No warranty is made by SBCTA relative to the ground locations of property lines. Should the successful bidder desire a survey of the Property, this may be accomplished by an independent survey at the purchaser's expense.</p>
Easements	As a title report was not provided for review, it is assumed for this valuation that there are no easements, encumbrances, restrictions, claims on title, etc. on the subject property that would impact the fee simple value of the land as unencumbered, nor restrict development of the parcel to its highest and best use. These assumptions may have affected the assignment results. If any of these assumptions are found to be untrue the appraisers reserve the right to amend their value conclusions without consequence.
General Plan/Zoning	R3, Medium density residential, which allows for 12-units per gross acre (1 per 3,630 square feet). Zoning also promotes single family uses.
Improvements and Access	Vacant lot. Access from Newport Avenue only. Approximately 195 feet on Newport Avenue and 626 feet on the adjacent I-215 freeway.
Topography and Drainage	The site is level and at grade.
Public Utilities	All of the usual and necessary public utilities are connected to the Property.





Looking southwest along Newport Avenue (at property)



Looking directly at property on Newport Avenue

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

**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE  
AND ESCROW INSTRUCTIONS**

**[INSERT ADDRESS OF PROPERTY/APN NUMBER]**

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

A. Seller owns that certain vacant land (the “**Property**”) commonly known as [INSERT PROPERTY ADDRESS] (Assessor’s Parcel No. [INSERT APN]) more particularly described on Exhibit “A” attached hereto and made a part hereof; and

B. Purchaser has submitted to Seller and Seller has accepted a written offer to purchase the Property (the “**Offer**”). Purchaser desires to purchase from Seller and Seller desires to sell to Purchaser all of Seller’s right, title and interest in and to the Property on the terms and conditions set forth in this Agreement.

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

**ARTICLE 1  
AGREEMENT TO PURCHASE AND SELL**

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



## ARTICLE 2 ESCROW

**2.1. Purchase Price.** The purchase price (the “**Purchase Price**”) to be paid by Purchaser to Seller for the Property shall be\_\_\_\_\_.

**2.2. Earnest Money Deposit:** Upon full execution of the Agreement, Seller and Purchaser shall open an Escrow (as hereinafter defined) by depositing with [INSERT ESCROW HOLDER] (“**Escrow Holder**”) a fully executed original of the Agreement. The “**Opening of Escrow**” shall occur on that date when Escrow Holder receives a fully executed copy or executed counterparts of this Agreement and the Offer. Escrow Holder will notify Seller and Purchaser of such date as well as the other dates described herein that are based on the date of Opening of Escrow. Within ten days of acceptance of opening of escrow, Purchaser shall deposit into escrow, 3% of the purchase price (the “**Deposit**”). The Deposit shall be the “**Earnest Money Deposit**” under this Agreement. Except for a termination caused by a material breach of this Agreement by Seller, any interest earned on the Earnest Money Deposit shall be paid to and retained by the Seller. Such interest shall not apply towards the Purchase Price. If this Agreement is terminated because of a material breach of this Agreement by Seller, then the Earnest Money Deposit and any interest earned thereon shall be returned to Purchaser by Seller. Except as provided in the immediately preceding sentence, the Earnest Money Deposit shall be non-refundable to Purchaser. The Earnest Money Deposit shall be applied to the Purchase Price at the Closing.

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

**Seller’s Initials:** \_\_\_\_\_

**Purchaser’s Initials:** \_\_\_\_\_

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

**2.4.1 By Seller.** Seller will pay one-half (1/2) of customary escrow fees.

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

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

**2.5 Definition; Time.** The performance by Seller and Purchaser of their respective obligations under this Agreement directly or through the completion of the escrow deposits required of them to be made, delivery of the Purchase Price to Seller by Escrow Holder after recording of the Grant Deed upon the Title Insurer's commitment to issue the Title Policy to Purchaser and delivery of possession of the Property to Purchaser shall constitute the closing of the sale (the "**Closing**" or "**Close of Escrow**"). The date of the Closing (the "**Closing Date**") shall be on or before sixty (60) days after Opening of Escrow, unless extended in writing at the sole discretion of Seller. The parties may, upon written agreement, close earlier than the Closing Date.

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

**2.7 Payment of Purchase Price.** The Purchase Price, less the Earnest Money Deposit and plus or minus any adjustments, credits or prorations provided for herein, shall be paid at the Closing, at Seller's option by cashier's or certified check or by wire transfer of current funds.

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

**2.9 Escrow.** This sale shall be closed through Escrow Holder. This Agreement shall constitute the Escrow Agreement between the parties. Upon the creation of the Escrow, payment of the Purchase Price (after giving Purchaser credit for the Earnest Money Deposit) and delivery of the deed and other closing documents shall be made through the Escrow. Each party shall have the right to inspect all documents prior to or at the time of deposit in the Escrow. The fee for the Escrow shall be shared equally by the parties, except that the escrow fees attributable to any ancillary money lender's agreement shall be borne by Purchaser alone.

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

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

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

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

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

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

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

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

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

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

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

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

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

**2.14 Electronic Signatures.** Escrow Holder is authorized to accept electronically signed documents; provided, however, that any documents to be recorded (such as the Grant Deed) must bear original signatures and notarizations. The documents described in Section 2.10 above, as presented to the County Recorder at Closing, must also bear original signatures. Escrow Holder will notify Seller and Purchaser regarding any other documents as to which it may require original signatures.

### **ARTICLE 3 REVIEW PERIOD**

**3.1 Purchaser's Review Period:** Purchaser's Review Period shall expire twenty-five (25) days after Opening of Escrow, unless terminated earlier by Purchaser. If Purchaser has not approved, disapproved or waived all contingencies by written notice to Seller and Escrow Holder prior to the expiration of Purchaser's Review Period then all contingencies of Purchaser shall be deemed approved. In the event, Purchaser terminates this Agreement as a result of its review of the Property, Purchaser shall forfeit the Deposit.

**3.2 Purchaser's Investigations of the Property:** During the Review Period, Purchaser and its agents and contractors shall have the right to conduct such investigations and enter upon the Property to conduct, at Purchaser's expense, such tests and investigations as may be necessary for Purchaser to determine whether any matter would materially hinder or make economically unfeasible Purchaser's intended use of the Property. Prior to any investigation the Purchaser must identify the investigation or test they want to conduct and Seller must give written approval for the test to occur. Purchaser will be responsible to pay the cost of repairing any damage to the property as a result of any test or inspection.

**3.3 Insurance Requirements:** Prior to Purchaser or its agents or contractors entering upon the Property pursuant to this Article 3, Purchaser shall (i) give Seller forty-eight (48) hours prior notice of such entry, and (ii) provide satisfactory evidence to Seller that Purchaser, or its agents or contractors, have obtained commercial general liability insurance, with limits of not less than \$2,000,000.00 per occurrence and \$4,000,000.00 in aggregate; workers compensation insurance in statutory limits and employers liability insurance with limits not less than \$1,000,000.00 each incident, Commercial Auto Liability, with limits of not less than \$1,000,000.00 each accident; and umbrella excess liability insurance excess of the underlying commercial general liability and employers liability insurance with limits not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. Further Purchaser will name Seller as an additional named insured on the policies listed above.

**3.4 Indemnity:** Purchaser agrees to defend and indemnify Seller for any claims that arise out of Purchaser's inspection or testing of the Property.

**ARTICLE 4**  
**REPRESENTATIONS AND WARRANTIES**

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

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

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

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

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

**4.2.3 As-Is Acquisition.** purchaser acknowledges and agrees that, except as otherwise specifically provided herein, seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (i) value; (ii) the income to be derived from the property; (iii) the nature, quality or condition of the property, including, without limitation, the water, soil and geology; (iv) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (v) compliance with any environmental protection, pollution or land use laws, rules, regulation, orders or requirements, including but not limited to, title iii of the Americans with disabilities act of 1990, California health & safety code, the federal water pollution control act, the federal resource conservation and recovery act, the U.S. environmental protection agency regulations at 40 c.f.r., part 261, the comprehensive environmental response, compensation and liability act of 1980, as amended, the resource conservation and recovery act of 1976, the clean water act, the safe drinking water act, the hazardous materials transportation act, the toxic substance control act, and regulations promulgated under any of the foregoing; (vi) the presence or absence of hazardous materials at, on, under, or adjacent to the property; (vii) the content, completeness or accuracy of any due diligence materials delivered by seller to purchaser or preliminary report regarding title; (viii) deficiency of any undershoring; (ix) deficiency of any drainage; (x) the fact that all or a portion of the property may be located on or near an earthquake fault line or a flood zone; or (xi) with respect to any other matter. purchaser further acknowledges and agrees that it has or

will have been given the opportunity to inspect the property and review information and documentation affecting the property, and that, except for seller's express representations and warranties contained herein, purchaser is relying solely on its own investigation of the property and review of such information and documentation, and not on any information provided or to be provided by seller. purchaser further acknowledges and agrees that any information made available to purchaser or provided or to be provided by or on behalf of seller with respect to the property was obtained from a variety of sources and that seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. purchaser agrees to fully and irrevocably release all such sources of information and preparers of information and documentation affecting the property which were retained by seller from any and all claims that they may now have or hereafter acquire against such sources and preparers of information for any costs, loss, liability, damage, expense, demand, action or cause of action arising from such information or documentation. except for seller's express representations and warranties contained in section 4.1 above, seller is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person. purchaser further acknowledges and agrees that to the maximum extent permitted by law, except for seller's express representations and warranties contained in section 4.1 above, the sale of the property as provided for herein is made on an "as is" condition and basis with all faults, and that seller has no obligations to make repairs, replacements or improvements except as may otherwise be expressly stated herein. purchaser represents, warrants and covenants to seller that, except for seller's express representations and warranties specified in this agreement, purchaser is relying solely upon purchaser's own investigation of the property.

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

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Purchaser's Initials

## ARTICLE 5 DEFAULTS; REMEDIES

**5.1 Purchaser's Default.** If the transaction contemplated hereby does not close by reason of a default by Purchaser in any of the terms hereof, then Seller may, as its sole option and in lieu of any and all other legal and equitable remedies which Seller may have hereunder for failure by Purchaser to close the transaction contemplated hereby, receive all Earnest Money Deposit, including any interest earned thereon, deposited to the date of such default, as liquidated damages, pursuant to Section 2.3, hereof. In addition, Seller may pursue against Purchaser any and all other rights and remedies available at law or in equity, to obtain from Purchaser: (i) copies



of all soil tests, environmental studies, and other tests and studies pertaining to the Property obtained by Purchaser, and (ii) reimbursement for the payment of all costs and expenses properly allocable to Purchaser under Article 3.

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

## **ARTICLE 6 MISCELLANEOUS**

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

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

If to Seller:	San Bernardino County Transportation Authority 1170 W. 3 <sup>rd</sup> Street, 2 <sup>nd</sup> Floor San Bernardino, CA 92410 Attn: Transit Department Telephone: (909) 884-8276
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With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Telephone: \_\_\_\_\_

If to Purchaser: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Telephone: \_\_\_\_\_

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

**6.3 Assignment.** Purchaser may not assign or pledge any of its rights hereunder without the prior written consent of Seller. Subject to the foregoing, this Agreement shall be binding upon the parties hereto and each of their successors and assigns.

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

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

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

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

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

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

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

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

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

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

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

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

DRAFT

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

**SELLER:**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY,**  
a public agency of the State of California

By: \_\_\_\_\_  
 \_\_\_\_\_ (Name)  
 \_\_\_\_\_ (Title)

**Approved as to Form:**

By: \_\_\_\_\_  
Attorney for Seller

**PURCHASER:**

**[INSERT NAME]**

ACCEPTANCE BY ESCROW HOLDER

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

\_\_\_\_\_

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

Title: \_\_\_\_\_

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

DRAFT

**EXHIBIT "A"**

**Legal Description of the Property**

**[ATTACHED]**



DRAFT

**EXHIBIT "B"**  
**Grant Deed**

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

---

THE UNDERSIGNED GRANTOR DECLARES:

Documentary Transfer Tax is: \$ \_\_\_\_\_

Assessor's Parcel No(s). \_\_\_\_\_

- ☐ computed on full value of interest or property conveyed, or  
☐ computed on full value of liens or encumbrances remaining at time of sale;

GRANT DEED

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

Dated: \_\_\_\_\_

SAN BERNARDINO COUNTY TRANSPORTATION  
AUTHORITY, a public agency of the State of  
California

By: \_\_\_\_\_  
\_\_\_\_\_(Name)  
\_\_\_\_\_(Title)

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

DRAFT

EXHIBIT "1" TO GRANT DEED

Legal Description

[ATTACHED]

DRAFT

**ATTACHMENT "C"**  
DISCLOSURE OF CAMPAIGN CONTRIBUTIONS  
TO COMMISSIONERS FORM

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
DISCLOSURE OF CAMPAIGN CONTRIBUTIONS TO BOARD OF DIRECTORS**

Government Code Section 84308, 2 California Code of Regulations 18438.1, et seq.

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

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

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

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any SBCTA Director or alternate in the 12 months preceding the date of issuance of this Request for Bids/Requests for Proposals?

\_\_\_\_\_ YES \_\_\_\_\_ NO

Board Member Name: \_\_\_\_\_ Date: \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any Board member or alternate?

\_\_\_\_\_ YES \_\_\_\_\_ NO

Board Member Name: \_\_\_\_\_ Date: \_\_\_\_\_

Answering yes to either of the two questions above does not preclude SBCTA from awarding a bid to your firm. It does, however, preclude the identified Board member or alternate from participating in the Bid/contract award process for this Bid/contract.

A current list of the Board of Directors and alternates of the San Bernardino County Transportation Authority is attached as Attachment A.



**(CONTINUED)**

**BIDDER INFORMATION:**

---

**Company Name**

---

**Address**

---

**City**

**State**

**Zip Code**

---

**Bidder Name**

**Title**

---

**Bidder Signature**

**Date**

---

**Phone**

**Email Address**

SBCTA BOARD OF DIRECTORS AND ALTERNATES

Agency	Board Representative	Alternate
City of Adelanto	Gabriel Reyes	Stevevonna Evans
City of Barstow	Julie McIntyre	Carmen Hernandez
City of Big Bear Lake	Bill Jahn	Rick Herrick
City of Chino	Eunice Ulloa	Tom Haughey
City of Chino Hills	Ray Marquez	Cynthia Moran
City of Colton	Frank Navarro	Ernie Cisneros
City of Fontana	Acquanetta Warren	John Roberts
City of Grand Terrace	Darcy McNaboe	Sylvia Robles
City of Hesperia	Rebekah Swanson	Cameron Gregg
City of Highland	Larry McCallon	Penny Lilburn
City of Loma Linda	Rhodes “Dusty” Rigsby	Bhavin Jindal
City of Montclair	John Dutrey	Tenice Johnson
City of Needles	Edward Paget	Jeff Williams
City of Ontario	Alan Wapner	Debra Dorst-Porada
City of Rancho Cucamonga	L. Dennis Michael	Lynne Kennedy
City of Redlands	Toni Momberger	Denise Davis
City of Rialto	Deborah Robertson	Andy Carrizales
City of San Bernardino	John Valdivia	Henry Nickel
City of Twentynine Palms	Joel Klink	Dan Mintz
City of Upland	Debbie Stone	Bill Velto
City of Victorville	James Cox	Debra Jones
City of Yucaipa	David Avila	Bobby Duncan
County of San Bernardino 1 <sup>st</sup> District	Robert Lovingood	N/A
County of San Bernardino 2 <sup>nd</sup> District	Janice Rutherford	N/A
County of San Bernardino 3 <sup>rd</sup> District	Dawn Rowe	N/A
County of San Bernardino 4 <sup>th</sup> District	Curt Hagman	N/A
County of San Bernardino 5 <sup>th</sup> District	Josie Gonzales	N/A
Town of Apple Valley	Art Bishop	Larry Cusack
Town of Yucca Valley	Rick Denison	Merl Abel

**ATTACHMENT "D"**  
PRELIMINARY TITLE REPORT

## Title Report

Epic Land Solutions  
2601 Airport Drive #115  
Torrance, CA 90505  
Attn: Accounts Expenditures

File No.: 92011144

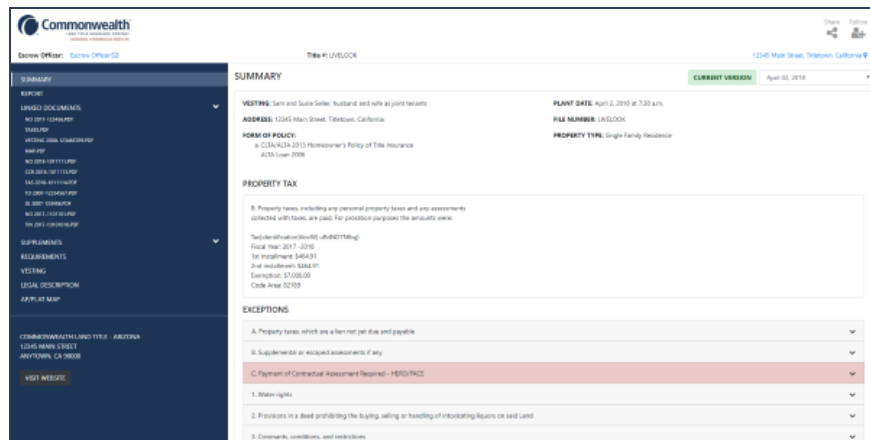
Property Address: NO SITUS, Unincorporated - County Of San Bernardino, California

## Introducing LiveLOOK

LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

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**Effortless, Efficient, Compliant, and Accessible**



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

**Epic Land Solutions**  
**2601 Airport Drive #115**  
**Torrance, CA 90505**

Attn: **Accounts Expenditures**

Our File No: 92011144  
Title Officer: Chris Maziar  
e-mail: unit10@cltic.com  
Phone: (949) 724-3170  
Fax: (949) 258-5740

Your Reference No: 0275-211-44

Property Address: NO SITUS, Unincorporated - County Of San Bernardino, California

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## PRELIMINARY REPORT

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Dated as of October 11, 2019 at 7:30 a.m.

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

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

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

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

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

## **SCHEDULE A**

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

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

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

**A FEE**

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

**San Bernardino County Transportation Authority**

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

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

## **EXHIBIT "A"**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF GRAND TERRACE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 2, BLOCK "C", IN GRAND TERRACE TRACT, IN THE CITY OF GRAND TERRACE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN [BOOK 1, PAGE 33](#), OF MAPS, RECORDS OF SAID COUNTY, AS SHOWN BY A RECORD OF SURVEY ON FILE IN [BOOK 82, PAGE 35](#), OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 2 WITH THE WESTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED JULY 1, 1958, IN [BOOK 4543, PAGE 302, OF OFFICIAL RECORDS](#) OF SAID COUNTY; THENCE ALONG SAID WESTERLY LINE AND THE NORTHERLY EXTENSION THEREOF, NORTH 43° 25' 43" EAST, 646.35 FEET, MORE OR LESS, TO THE CENTERLINE OF NEWPORT AVENUE, 60.00 FEET WIDE, AS SHOWN ON SAID PLAT, THENCE ALONG SAID CENTERLINE, NORTH 59° 02' 52" WEST, 200.00 FEET; THENCE ALONG A LINE PERPENDICULAR TO THE SOUTH LINE OF SAID LOT 2, SOUTH 30° 58' 27" WEST, 631.09 FEET TO SAID SOUTH LINE; THENCE ALONG SAID SOUTH LINE, SOUTH 59° 01' 33" EAST, 60.60 FEET, TO THE POINT OF BEGINNING."

TOGETHER WITH UNDERLYING FEE INTEREST, IF ANY, CONTIGUOUS TO THE ABOVE-DESCRIBED PROPERTY IN AND TO NEWPORT AVENUE.

THERE SHALL BE NO ABUTTER'S RIGHTS OF ACCESS APPURTENANT TO THE ABOVE-DESCRIBED PROPERTY IN AND TO THE ADJACENT STATE FREEWAY.

THE ABOVE DESCRIBED PARCEL CONTAINS 82,234 SQUARE FEET, MORE OR LESS.

Assessor's Parcel Number:     [0275-211-44-0-000](#)

## **SCHEDULE B – Section A**

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

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



## SCHEDULE B – Section B

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

- A. Assessors Parcel No(s). 0275-211-44 appear as “NO TAXES DUE” on the current County Assessor Tax Rolls. No county taxes appear to be due or payable at this time.

Said property is currently shown as "Government Owned" and no tax amounts are assessed. Upon transfer of title, the County tax office will assess taxes against said property, these are not available at this time

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

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

Granted to: County of San Bernardino  
Purpose: Public street and highway purposes  
Recording No: In [Book 1809, Page 37, of Official Records](#)  
Affects: A portion of said land

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

Recording No: In [Book 4543, Page 302, of Official Records](#)  
Affects: A portion of said land

Said Land, however, abuts on a public thoroughfare, other than the one referred to above, over which the rights of vehicular access have not been relinquished.

4. Waiver of any claims for damages to said Land by reason of the location, construction, landscaping or maintenance of the street or highway adjoining said Land, as contained in the deed to

County/City/State: State of California  
Recording No.: In [Book 4543, Page 302, of Official Records](#)

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

Map: Record of Survey  
Recording No: In [Book 82, Page 35, Record of Survey](#)

6. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

7. 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.

8. Sufficiency or irregularities of the proceedings from the lender and/or trustee's conduction of the non-judicial foreclosure pursuant to which the Insured took title to the Property including, but not limited to, any action taken to set aside the foreclosure irrespective of the basis for any such action.
9. 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.
10. 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.
11. 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.
12. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

**END OF SCHEDULE B EXCEPTIONS**

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

## **REQUIREMENTS SECTION:**

1. In order to complete this transaction the Company requires the following:

Satisfactory evidence showing the due formation and continued existence of San Bernardino County Transportation Authority as a legal entity under the laws of the State of California.

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

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

Party(s): All Parties

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

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

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

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

## INFORMATIONAL NOTES SECTION

1. The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.
2. For wiring Instructions please contact your Title Officer or Title Company Escrow officer.
3. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
4. 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.
5. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Vacant Land, known as Vacant Land, to an Extended Coverage Loan Policy.
6. Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor:	State of California
Grantee:	San Bernardino County Transportation Authority
Recording Date:	October 7, 2019
<u>Recording No:</u>	<u><a href="#">2019-359901, of Official Records</a></u>

7. Note: The Company requires current beneficiary demands prior to closing. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:
  - a) If the Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be in addition to the verbal hold the lender may have stipulated.
  - b) If the Company cannot obtain a verbal update on the demand, we will either pay off the expired demand or wait for the amended demand, at our discretion.
  - c) All payoff figures are verified at closing. If the customer's last payment was made within 15 days of closing, our Payoff Department may hold one month's payment to insure the check has cleared the bank (unless a copy of the cancelled check is provided, in which case there will be no hold).
8. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.

Typist: vt0

Date Typed: October 29, 2019

**ATTACHMENT ONE**  
**CALIFORNIA LAND TITLE ASSOCIATION**  
**STANDARD COVERAGE POLICY – 1990**

**EXCLUSIONS FROM COVERAGE**

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

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

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

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

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

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

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

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

**EXCLUSIONS**

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

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

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and

- b. in streets, alleys, or waterways that touch the Land.  
This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

### LIMITATIONS ON COVERED RISKS

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

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

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

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

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

#### EXCLUSIONS FROM COVERAGE

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

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - the occupancy, use, or enjoyment of the Land;
  - the character, dimensions, or location of any improvement erected on the Land;
  - the subdivision of land; or
  - 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.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
  - created, suffered, assumed, or agreed to by the Insured Claimant;
  - 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;
  - resulting in no loss or damage to the Insured Claimant;
  - 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
  - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 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.
- 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.
- 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 fraudulent conveyance or fraudulent transfer, or
  - a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

#### EXCEPTIONS FROM COVERAGE

(Except as provided in Schedule B - Part II, (t) or (T) 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

(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:

- (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.
- 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.
- Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

## **PART II**

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

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

#### **EXCLUSIONS FROM COVERAGE**

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

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

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

#### **EXCEPTIONS FROM COVERAGE**

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

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

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

### **ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)**

#### **EXCLUSIONS FROM COVERAGE**

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

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

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



### Notice of Available Discounts

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

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

FNF Underwritten Title Company  
LTC – Lawyers Title Company

FNF Underwriter  
CLTIC – Commonwealth Land Title Insurance Co.

#### Available Discounts

##### DISASTER LOANS (CLTIC)

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

##### EMPLOYEE RATE (LTC and CLTIC)

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

## 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, INC. 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 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.

### **Types of Information Collected**

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

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.

Browsing Information. FNF may automatically collect 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 mobile 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

### **How Personal Information is Collected**

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- 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.

### **How Browsing Information is Collected**

If you visit or use an FNF Website, Browsing Information may be collected during your visit. 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 other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to 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 third parties’ products and services, jointly or independently.

### **When Information Is Disclosed**

We may make disclosures of 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 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.

Please see “**Choices With Your Information**” to learn the disclosures you can restrict.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

### **Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an “opt out” request by email, phone, or physical mail 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.

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 and Browsing Information with nonaffiliated third parties, except as permitted by California law.

**For Nevada Residents:** You may be placed on our internal Do Not Call List by calling (888) 934-3354 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 and 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 share 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 meant for adults and 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 for any of the purposes described in this Privacy Notice. 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 (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.

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

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

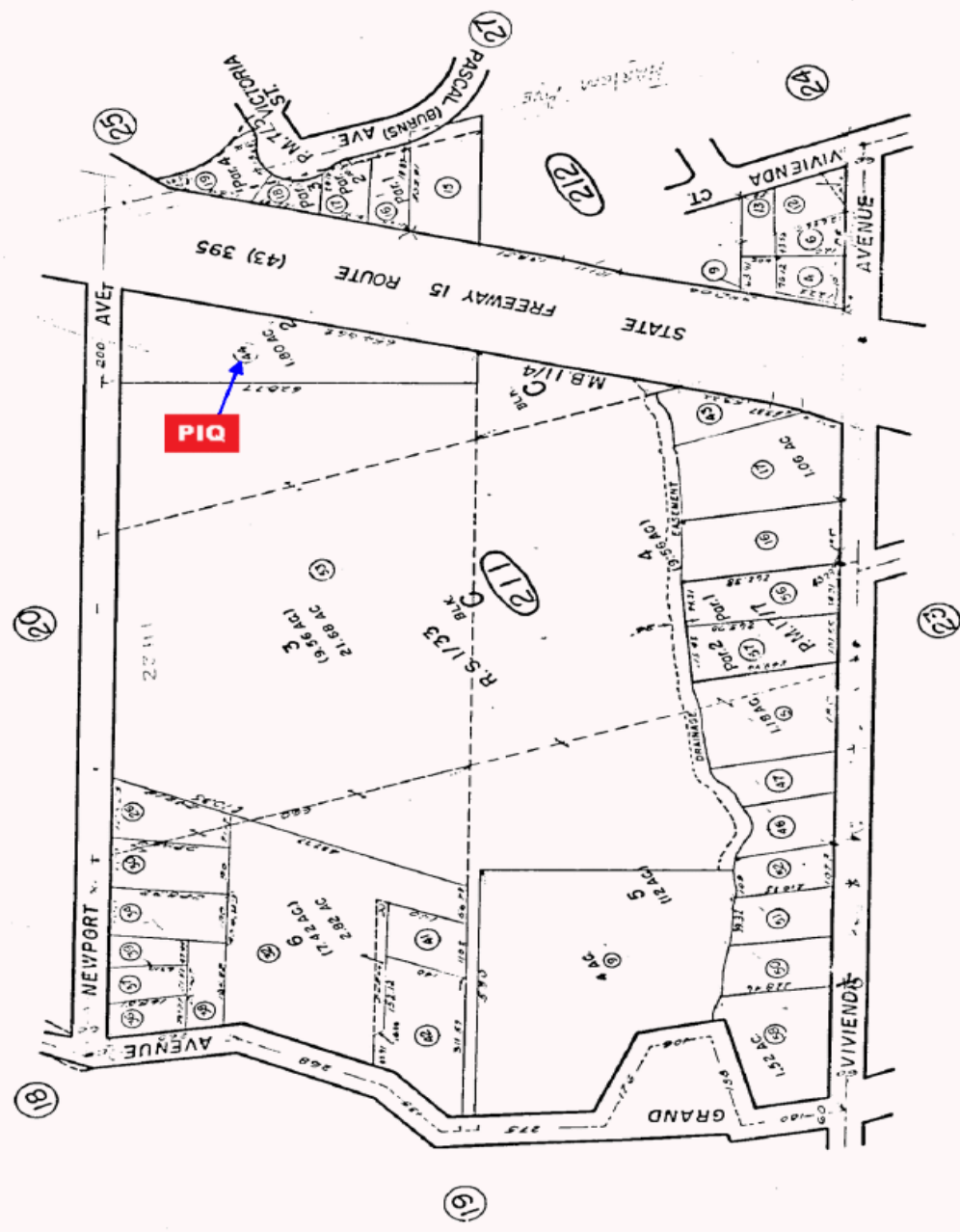
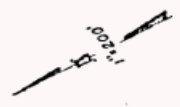
If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

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

Grand Terrace City  
Tax Code  
16003

Por. Grand Terrace Tract, M.B. 11/4  
Por. Resub. of Grand Terrace Tract, R.S. 1/33

275-21



REVISED	EA
2-3-70	RM
10/19/71	RM
6/5/72	RM
1-22-73	GH
5/2/74	GH
5-9-75	GH

Assessor's Map  
Book 275 Page 21  
San Bernardino County

Note-Assessor's Dkt. & Lot  
Numbers shown in Circles.

Parcel Map No. 1997, P.M. 17/7  
Parcel Map No. 670, P.M. 7/51

April 1952

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

## OWNER'S DECLARATION

The undersigned hereby declares as follows:

1. (Fill in the applicable paragraph and strike the other)
  - a. Declarant ("Owner") is the owner or lessee, as the case may be, of certain premises located at \_\_\_\_\_, further described as follows: See Preliminary Report/Commitment No. 92011144-920-CMM-CM8 for full legal description (the "Land").
  - b. Declarant is the \_\_\_\_\_ of \_\_\_\_\_ ("Owner"), which is the owner or lessee, as the case may be, of certain premises located at \_\_\_\_\_, further described as follows: See Preliminary Report/Commitment No. 92011144-920-CMM-CM8 for full legal description (the "Land").
2. (Fill in the applicable paragraph and strike the other)
  - a. During the period of six months immediately preceding the date of this declaration no work has been done, no surveys or architectural or engineering plans have been prepared, and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on the Land or in connection with the improvement of the Land in any manner whatsoever.
  - b. During the period of six months immediately preceding the date of this declaration certain work has been done and materials furnished in connection with \_\_\_\_\_ upon the Land in the approximate total sum of \$\_\_\_\_\_, but no work whatever remains to be done and no materials remain to be furnished to complete the construction in full compliance with the plans and specifications, nor are there any unpaid bills incurred for labor and materials used in making such improvements or repairs upon the Land, or for the services of architects, surveyors or engineers, except as follows: \_\_\_\_\_ Owner, by the undersigned Declarant, agrees to and does hereby indemnify and hold harmless Commonwealth Land Title Company against any and all claims arising therefrom.
3. Owner has not previously conveyed the Land; is not a debtor in bankruptcy (and if a partnership, the general partner thereof is not a debtor in bankruptcy); and has not received notice of any pending court action affecting the title to the Land.
4. Except as shown in the above-referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied mortgages, deeds of trust, Uniform Commercial Code financing statements, regular assessments, or taxes that constitute a lien against the Land or that affect the Land but have not been recorded in the public records.
5. The Land is currently in use as \_\_\_\_\_; \_\_\_\_\_ occupy/occupies the Land; and the following are all of the leases or other occupancy rights affecting the Land:  
\_\_\_\_\_
6. There are no other persons or entities that assert an ownership interest in the Land, nor are there unrecorded easements, claims of easement, or boundary disputes that affect the Land.
7. There are no outstanding options to purchase or rights of first refusal affecting the Land.
8. There are no material violations of any current, enforceable covenant affecting the Property and the Undersigned has received no written notice from any third party claiming that there is a present violation of any current, enforceable covenant affecting the Property.

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

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

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

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