Lawyers Title

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FREE RECORDING
This instrument is for the benefit of the City of Riverside and is entitled to be recorded without fee (Government Code §6103)

DOC # 2010-0606649
12/17/2010 11:21A Fee:NC
Page 1 of 5
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

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FOR RECORDER'S OFFICE USE ONLY

D - 16523

T
043

Project: Five Points
APN: Por. 146-220-006
Address: 11134 Pierce Street
DTT: 0
C01067453 2

GRANT OF EASEMENT

La Sierra University, a California Corporation, as Grantor, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, does hereby grant to the CITY OF RIVERSIDE, a municipal corporation of the State of California, as Grantee, its successors and assigns, an easement and right-of-way for public street and highway purposes, together with all rights to construct and maintain utilities, sewers, drains and other improvement consistent with the use as a public street and highway, in, under, upon, over and along that certain real property as described in **EXHIBIT A** attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California.

Dated Sept 17, 2010

La Sierra University,
a California Corporation

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: David A. Gerigus

Title: CFO

State of California

County of Riverside } ss

On September 17, 2010, before me D'Arcee Krueger, Notary Public,

personally appeared David A Gerigus 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.

D'Arcee Krueger
Notary Signature

D'ARCEE KRUEGER
Commission # 1752980
Notary Public - California
Riverside County
My Comm. Expires Jun 24, 2011

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, California, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 21027 of said City Council adopted September 06, 2005 and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

CITY OF RIVERSIDE

By: _____

APPROVED AS TO FORM

SUPERVISING DEPUTY CITY ATTORNEY

EXHIBIT A

FIVE POINTS
PUBLIC STREET & HIGHWAY ESMT.
POR. APN 146-220-006

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

That portion of Lot 7 in Block 57 of Tract No. 2 of La Sierra Heights as shown by map on file in Book 7 of Maps, at Page 66 thereof, Records of Riverside County, California, being a strip of land 10.00 feet in width, the Northwesterly line being described as follows:

Beginning at the Westerly corner of the certain parcel of land conveyed to Donald J. Davenport, et ux, by Quitclaim Deed recorded May 10, 1979 as instrument no. 95514, Official Records of Riverside County, California, said corner being on a line that is parallel and 50.00 feet Southeasterly, as measured at right angles from the centerline of Pierce Street as shown on Tract 29058 by map on file in Book 289 of Maps, at Pages 27 through 36 thereof, Records of Riverside County, California;

Thence N.61°17'34"E. along the Northwesterly line of said parcel, a distance of 95.00 feet to the Northerly corner of said parcel and the termination of said line description.

The sidelines of said 10.00 feet strip of land shall be prolonged or shortened to terminate in the Southwesterly line and the Northeasterly line of said parcel conveyed to Donald J. Davenport, et ux.

The above described parcel of land contains 950 square feet, more or less.

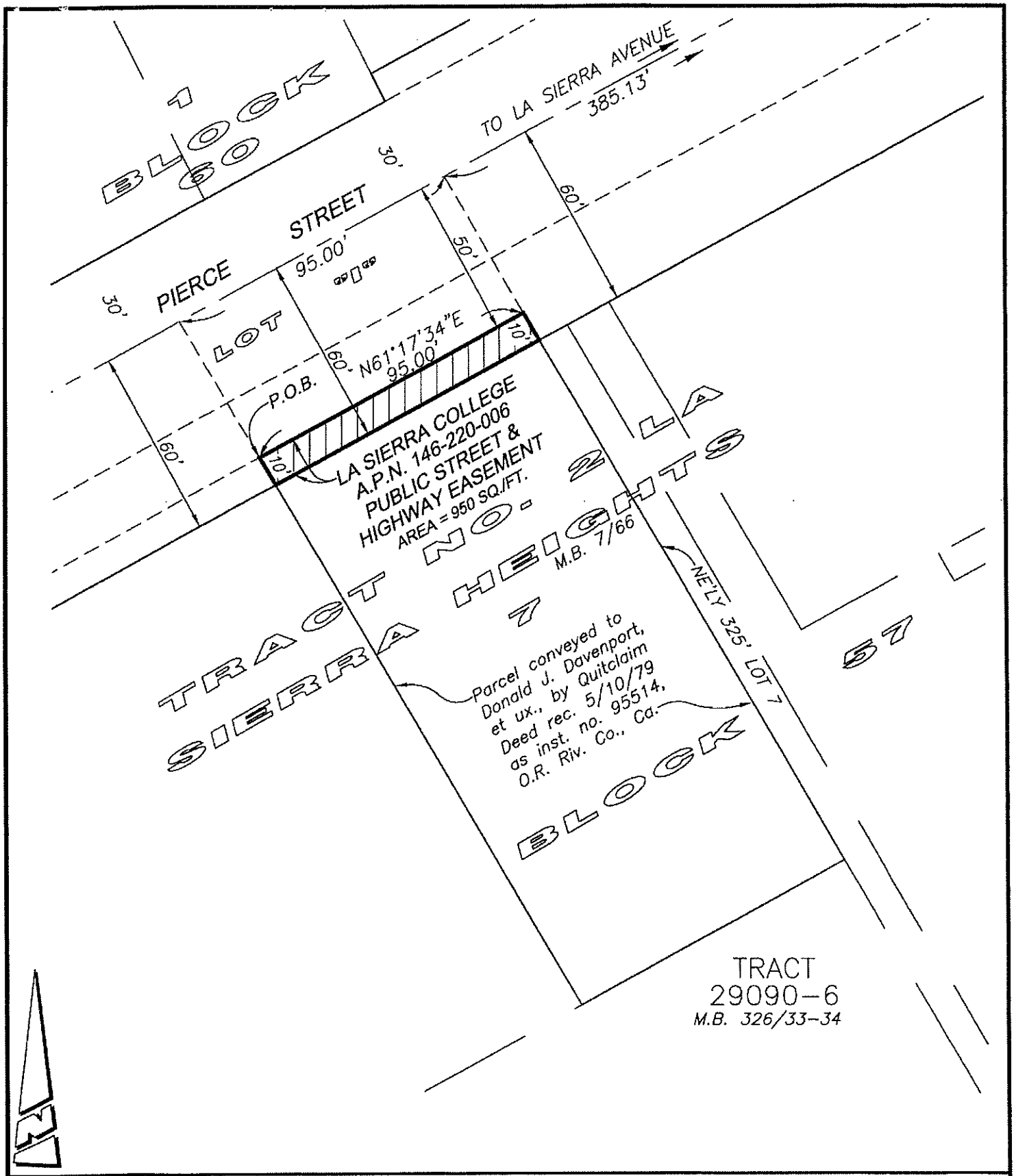
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

10/16/09 **Prep.** E.V

Mark S. Brown, L.S. 5655 **Date**
License Expires 9/30/11

LICENSED LAND SURVEYOR
MARK S. BROWN
L.S. # 5655
Exp. 9/30/11
STATE OF CALIFORNIA

16523



• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	SHEET 1 OF 1

1"=40'	DRAWN BY: EV DATE: 10/01/09	SUBJECT: FIVE POINTS PROJECT

16523

CITY OF RIVERSIDE

MEMORANDUM

REAL PROPERTY SERVICES
DEVELOPMENT DEPARTMENT

RECEIVED
FEB 17 2011
City of Riverside
City Clerk's Office

DATE: FEBRUARY 16, 2011

TO: COLLEEN NICOL, CITY CLERK

FROM: ANGELA HILL, REAL PROPERTY ASSISTANT

RE: DOCUMENT FILING – TITLE INSURANCE FOR FIVE POINTS STREET IMPROVEMENT PROJECT
APNS 146-220-006 AND 146-220-008

D-16523

Attached is an original Policy of Title Insurance, issued by Lawyers Title Insurance Corporation dated December 17, 2010 that references Policy No. 610674532. Please file it with the Grant of Easement from La Sierra University, recorded December 17, 2010 as Instrument number 2010-0606649.

If you have any questions, please call me at x5330.

Attachments

AH
2/16/2011
G:\Real_Property\Documents\Ward 7\11-07-016-Document Filing Memo LSU.doc

16523

Lawyers Title Company
3480 Vine Street Suite 100
Riverside, CA 92507
Phone: (951) 774-0825
Fax: ( )

January 20, 2011

City Clerk's Office City of Riverside
City Hall
3900 Main Street
Riverside, California 92522

YOUR REF: 7310300
OUR NO.: 610674532
Property: 11134 & 11144 Pierce Street, City of Riverside, California

Dear Customer:

On behalf of Lawyers Title - IE, please find your (AS-IS) CLTA Standard Owners Policy of title insurance.

NOTE: Your policy is a Computer Generated Product. Although lacking color and "live" signatures, it is the original of your policy.

Thank you for selecting Lawyers Title - IE for your transactional management needs.

Enclosure

16523

AMENDED This policy has been issued through the offices of

Lawyers Title Company
3480 Vine Street Suite 100
Riverside, CA 92507
Phone: (951) 774-0825
Fax: ( )

We wish to take this opportunity to thank you for allowing us to assist you in your recent real estate transaction. We appreciate your confidence in us and take pride in our ability to service all your title needs.

The enclosed title policy was carefully prepared in accordance with your agent's instruction and should be kept in a safe place with your other important documents as it continues to protect you as long as you have an interest in the subject real property.

We hope we can be of assistance to you in all your future real estate transactions.

Cordially,

James M. John

16523

Effective Date: 5/1/2008

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected
We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information
We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

16523

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information
We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access To Personal Information/
Requests for Correction, Amendment, or Deletion of Personal Information
As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement
This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

Commonwealth™
LAND TITLE INSURANCE COMPANY

STANDARD COVERAGE POLICY OF TITLE INSURANCE

Issued by

Commonwealth Land Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Nebraska corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of right of access to and from the land; and in addition, as to an insured lender only
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority;
7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

Lawyers Title, A Division of Commonwealth Land Title Insurance Company

Natalie Bombardi

Countersigned

SEAL

Commonwealth Land Title Insurance Company

By: [signature]

President

ATTEST

Secretary

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 are expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulations (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.
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.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes:

(i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land).

(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not,

(iii) the parties designated in Section 2(a) of these Conditions and Stipulations

(b) "insured claimant": an insured claiming loss or damage

(c) "insured lender": the owner of an insured mortgage

(d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.

(e) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(f) "land": the land described or referred to in Schedule A and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(h) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(i) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title

2. CONTINUATION OF INSURANCE.

(a) After Acquisition of Title by Insured Lender. If this policy insures the owner of the indebtedness secured by the insured mortgage, the coverage of this policy shall continue in force as of Date of Policy in favor of (i) such insured lender who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage, (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage

(b) After Conveyance of Title by an Insured. The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from an insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to an insured.

(c) Amount of Insurance. The amount of insurance after the acquisition or after the conveyance by an insured lender shall in neither event exceed the least of:

(i) The amount of insurance stated in Schedule A,

(ii) The amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made, or

(iii) The amount paid by an governmental agency or governmental instrumentality, if the agency or the instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

An insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to that insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by an insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of such insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of such insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The company will not pay any fees, costs or expenses incurred by an insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to an insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, an insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for this purpose. Whenever requested by the Company, an insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of an insured to furnish the required cooperation, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by each insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of an insured claimant to provide the required proof of loss or damage, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, an insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by an insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of an insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that insured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) in case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of the option provided for in paragraph a(i), all liability and obligations to the insured under this policy, other than to make the payment required in that paragraph, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

Upon the exercise by the Company of the option provided for in paragraph a(ii) the Company's obligation to an insured Lender under this policy for the claimed loss or damage, other than the payment required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

(b) To Pay or Otherwise Settle with Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or b(ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

Conditions and Stipulations Continued

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ONDITIONS AND STIPULATIONS - CONT ED

7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy to an insured lender shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2 (c) of these Conditions and Stipulations;

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of theses Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured lender has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The liability of the Company under this policy to an insured owner of the estate or interest in the land described in Schedule A shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(d) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, or, if applicable, to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable to an insured lender for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of insurance pro tanto. However, as to an insured lender, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of insurance afforded under this policy as to any such insured, except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured lender except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

The provisions of this Section shall not apply to an insured lender, unless such insured acquires title to said estate or interest in satisfaction of the indebtedness secured by an insured mortgage.

11. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated (i) as to an insured owner, to all rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss; and (ii) as to an insured lender, to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by an insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of an insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(c) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of an insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is $1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

16. NOTICES WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to: Commonwealth Land Title Insurance Company, P.O. Box 45023, Jacksonville, Florida 32232-5023 Attn: Claim's Dept

16523

CLTA STANDARD OWNERS COVERAGE - 1990
POLICY OF TITLE INSURANCE
Issued by
Commonwealth Land Title Insurance Company

SCHEDULE A

Amount of Insurance: $23,900.00 File No.: 610674532

Premium: $400.00

Endorsement Fee: $-0-

Date of Policy: December 17, 2010 AT 8:00AM

1. Name of Insured:

   City of Riverside, a municipal corporation of the State of California

2. The estate or interest in the land described herein and which is covered by this policy is:

   A FEE

3. The estate or interest referred to herein is at the Date of Policy vested in:

   City of Riverside, a municipal corporation of the State of California

4. The land referred to in this policy is situated in the County of Riverside, State of CALIFORNIA, and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

16523

EXHIBIT "A"

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

Parcel 1:

Lot 7, Block 57 of Tract No. 2 of La Sierra Heights, in the City of Riverside, County of Riverside, State of California, as shown by Map on file in Book 7, page 66 of Maps, Records of Riverside County, California.

Except therefrom that portion of said land lying within Tract 29058, as shown by Map on file in Book 289 of Maps, at pages 27 through 36, inclusive, Records of Riverside County, California:

Also Except therefrom that portion of said land lying Northwesterly of the Southeasterly line of the land described in Deed to the City of Riverside, recorded October 15, 1976 as Instrument No. 156820 of Official Records.

Also except that portion of said land lying Northeasterly of the Southwesterly line of the land described in Deed to La Sierra College, a California Corporation, by Grant Deed recorded May 17, 1961 as Instrument No. 42146 of Official Records.

Assessor's Parcel No.: 146-220-008-3

Parcel 2:

All that portion of Lot 7, Block 57 of Tract No. 2 of La Sierra Heights, in the City of Riverside, County of Riverside, State of California, as shown by Map on file in Book 7 of Maps at Page 66 thereof, records of Riverside County, California, described as follows:

Commencing at the center line intersection of Pierce Place (Lot I) and La Sierra Boulevard (Lot T) as shown on said Map of Tract No. 2 of La Sierra Heights:

Thence South 60° 37' West along the center line of said Pierce Place, a distance of 385.05 feet to the Northwesterly prolongation of the Southwesterly line of the Northeasterly 325.00 feet of said Lot 7;

Thence South 30° 51' 15" East along said Southwesterly line and its Northwesterly prolongation, a distance of 50.02 feet to a point on the Southeasterly line of Pierce Place as it now exists, said point being the point of beginning of the parcel of land to be described;
Thence continuing South 30° 51' 15" East along the Southwesterly line of the Northeasterly 325.00 feet of said Lot 7, a distance of 200.00 feet;
Thence South 60° 37' West and parallel with the Southeasterly line of said Pierce Place as it now exists, a distance of 95.00 feet;
Thence North 30° 51' 15" West, a distance of 200.00 feet to the Southeasterly line of Pierce Place as it now exists;
Thence North 60° 37' East along the Southeasterly line of said Pierce Place as it now exists, a distance of 95.00 feet to the point of beginning.

Assessor's Parcel No.: 146-220-006-1

SCHEDULE B

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES) WHICH ARISE BY REASON OF:

PART I

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, interest 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, which are 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.

END OF SCHEDULE B - PART I

SCHEDULE B
PART II

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

2. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	La Sierra Heights Water Company, a Corporation
Purpose:	for water ditches, canals, pipelines, flumes, conduits, and rights incidental thereto, for conveying and distributing water for domestic and irrigation purposes
Recorded:	May 17, 1911 in Book 327, page 227, and December 6, 1911, in Book 341, page 167, of Deeds

The exact location and/or extent of said easement is not disclosed in the public records.

3. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	Riverside Groves and Water Company, a Corporation
Purpose:	public utilities and pipe lines
Recorded:	June 7, 1911 in Book 330, Page 207 of Deeds

The exact location and/or extent of said easement is not disclosed in the public records.

4. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	Twin Buttes Water Company
Purpose:	for water ditches, canals, pipelines, flumes, conduits and rights incidental thereto, for conveying and distributing water for domestic and irrigation purposes
Recorded:	August 11, 1919 in Book 508, page 101, of Deeds

The exact location and/or extent of said easement is not disclosed in the public records.

5. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	Citizens Domestic Water Company
Purpose:	for a line of pipe or lines of pipes, ditches or flumes, together with any or all fittings appurtenant thereto, for the conveyance of water in over and across the herein described property, together with certain water and water rights
Recorded:	March 18, 1926 in Book 663, page 591 of Deeds
Affects:	[said land more particularly described therein.]

6. The effect of a Record of Survey on file in Book 27, page(s) 21 of Records of Survey, Records of Riverside County, California.

7. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	Southern California Edison Company
Purpose:	Public utilities
Recorded:	October 9, 1957 as Instrument No. 72577 in Book 2160, page 299 of Official Records
Affects:	[said land more particularly described therein.]

8. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	La Sierra Community Services District
Purpose:	pipelines
Recorded:	December 22, 1961 as Instrument No. 110239 of Official Records
Affects:	[said land more particularly described therein.]

9. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	The City of Riverside
Purpose:	for public utility facilities
Recorded:	November 24, 1967 as Instrument No. 103434 of Official Records
Affects:	as shown therein

10. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein.

Lessor:	Loma Linda University, a California non-profit corporation
Lessee:	The United States Postal Service
Disclosed by:	U.S. Postal Service Lease
Recorded:	April 19, 1982 as Instrument No. 66173 of Official Records
And recorded:	December 22, 1989 as Instrument No. 448555 of Official Records
And recorded:	November 23, 1998 as Instrument No. 508576 of Official Records

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

11. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	City of Riverside
Purpose:	electrical energy distribution facilities
Recorded:	September 15, 1995 as Instrument No. 305176 of Official Records
Affects:	[said land more particularly described therein.]

12. A document subject to all the terms, provisions and conditions therein contained.

Entitled:	"Resolution No. 21717 A Resolution of the City Council of the City of Riverside, California approving the application under Planning Case Number P08-0475 designating the "Five Points" street intersection (the convergence of La Sierra Avenue, hole Avenue, Pierce Street and Bushnell Avenue), as a City of Riverside Historic Landmark"
Dated:	October 7, 2008
By and between:	City of Riverside
Recorded:	October 14, 2008 as Instrument No. 2008-0550842 of Official Records

Reference is made to said document for full particulars.

13. The fact that said land is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document.

Redevelopment Agency:	City of Riverside Redevelopment Agency
Recorded:	July 29, 2004 as Instrument No. 2004-0588604 of Official Records

14. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	City of Riverside, a municipal corporation of the State of California
Purpose:	An easement and right of way for public street and highway purposes, together with all rights to construct and maintain utilities, sewers, drains and other improvement consistent with the use as a public street and highway
Recorded:	December 17, 2010 as Instrument No. 2010-0606649 of Official Records
Affects:	Said land

15. A document subject to all the terms, provisions and conditions therein contained.

Entitled:	Right of Entry and Temporary Construction Agreement
Dated:	September 17, 2010
By and between:	La Sierra University, a California Corporation and City of Riverside
Recorded:	December 17, 2010 as Instrument No. 2010-0606650 of Official Records

Reference is made to said document for full particulars.

END OF SCHEDULE B - PART II

Endorsements: NONE

Granted to:	City of Riverside, a municipal corporation of the State of California
Purpose:	An easement and right of way for public street and highway purposes, together with all rights to construct and maintain utilities, sewers, drains and other improvement consistent with the use as a public street and highway
Recorded:	December 17, 2010 as Instrument No. 2010-0606649 of Official Records
Affects:	Said land

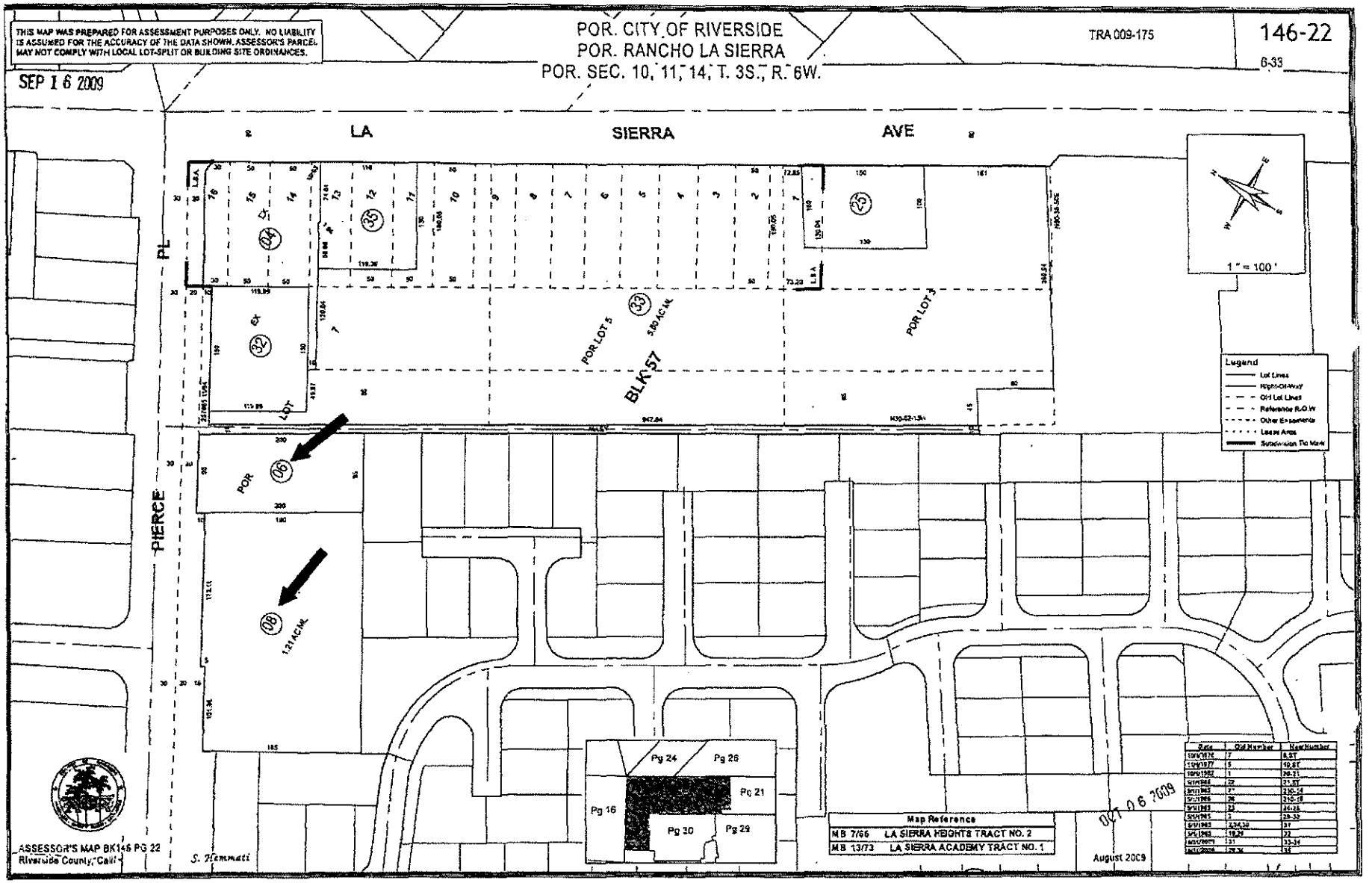
15. A document subject to all the terms, provisions and conditions therein contained.

Entitled:	Right of Entry and Temporary Construction Agreement
Dated:	September 17, 2010
By and between:	La Sierra University, a California Corporation and City of Riverside
Recorded:	December 17, 2010 as Instrument No. 2010-0606650 of Official Records

Reference is made to said document for full particulars.

END OF SCHEDULE B - PART II

Endorsements: NONE


THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.
SEP 1 6 2009
POR. CITY OF RIVERSIDE
POR. RANCHO LA SIERRA
POR. SEC. 10, 11, 14, T. 3S., R. 6W.
TRA 009-175
146-22
6-33
LA SIERRA AVE
PIERCE PL
BLK 57
POR LOT 5
POR LOT 3
POR LOT
1.21 AC.ML
1" = 100'
Legend
Lot Lines
Right-Of-Way
Old Lot Lines
Reference R.O.W.
Other Easements
Lease Area
Subdivision Tie Mark
Pg 24
Pg 26
Pg 21
Pg 16
Pg 30
Pg 29
Map Reference
MB 7/66 LA SIERRA HEIGHTS TRACT NO. 2
MB 13/73 LA SIERRA ACADEMY TRACT NO. 1
OCT 0 6 2009
August 2009
ASSESSOR'S MAP BK146 PG 22
Riverside County, Calif.
S. Hemmati

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