

Recording Requested By  
First American Title Company

DOC # 2010-0628054

12/30/2010 03:58P Fee:NC

Page 1 of 5

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

**RECORDING REQUESTED BY**

First American Title Company

**AND WHEN RECORDED MAIL DOCUMENT TO:**

City of Riverside  
3900 Main Street, 2nd Floor  
Riverside, CA 92522



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Space Above This Line for Recorder's Use Only

A.P.N.: 146-182-048-2

16654 File No.: RRI-3663833 (DD)

**GRANT DEED**

The Undersigned Grantor(s) Declare(s): **This conveyance is exempt from any documentary transfer tax per the California Revenue and Taxation Code Section 11922.**

**FREE RECORDING:** This instrument is for the benefit of the Housing Authority of the City of Riverside, and is entitled to be recorded without fee (Govt. Code 6103)

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area;  City of **Riverside**, and



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

**Deutsche Bank National Trust Company, as Trustee under the Pooling and Servicing Agreement Relating to IMPAC Secured Assets Corp, Mortgage Pass-Through Certificates, Series 2006-3**

hereby GRANTS to

**Housing Authority of the City of Riverside**

the following described property in the City of **Riverside**, County of **Riverside**, State of **California**:

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

Mail Tax Statements To: **SAME AS ABOVE**

16654

Title Order Number:  
File Number: RRI-3663833

**Exhibit "A"**

Real property in the City of Riverside, County of Riverside, State of California, described as follows:

THAT PORTION OF LOT 11 IN BLOCK D OF HOLDEN AVENUE TRACT, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGES 67, 68 AND 69 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID LOT WHICH BEARS NORTH 60°37' EAST, 150 FEET FROM THE MOST WESTERLY CORNER THEREOF, SAID POINT BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO NELL M. WACHTMAN BY DEED RECORDED MAY 16, 1946 IN BOOK 752, PAGE 127 OF OFFICIAL RECORDS, RIVERSIDE COUNTY RECORDS;

THENCE SOUTH 27°04' EAST, ALONG THE NORTHEASTERLY LINE OF SAID PARCEL, 251.92 FEET;

THENCE NORTH 44°15' EAST, 79.11 FEET TO THE NORTHEASTERLY LINE OF SAID LOT;

THENCE NORTH 27°04' WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT, 231.41 FEET TO THE MOST NORTHERLY CORNER THEREOF;

THENCE SOUTH 60°37' WEST, ALONG THE NORTHWESTERLY LINE OF SAID LOT, 75 FEET, TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM PARCELS 1060-52A AND 1060-52B AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 40, PAGES 92 THROUGH 95, INCLUSIVE, OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, AS CONVEYED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED APRIL 2, 1965 AS INSTRUMENT NO. 37759;

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF LOT 10 OF SAID BLOCK "D";

THENCE NORTH 47°55'56" WEST, ON THE NORTHEASTERLY LINE OF SAID LOT 10, 213.05 FEET;

THENCE SOUTH 51°42'04" WEST, 89.80 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF SAID LOT, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 27°06'06" EAST, ALONG SAID WESTERLY LINE 30 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THAT PARCEL CONVEYED TO PAUL BAKER BY DEED RECORDED MARCH 31, 1959 AS INSTRUMENT NO. 26707;

THENCE SOUTH 44°14'06" WEST, ON THE SOUTHERLY LINE OF SAID PARCEL CONVEYED TO PAUL BAKER 21.39 FEET, MORE OR LESS, TO THE EASTERLY LINE OF PARCEL 1060-52A, AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 40, PAGES 92 THROUGH 95, INCLUSIVE, OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS;

16654

THENCE NORTH  $67^{\circ}08'31''$  WEST, ON SAID EASTERLY LINE 28 FEET, MORE OR LESS, TO A POINT THAT BEARS SOUTH  $51^{\circ}42'04''$  WEST, 40 FEET, MORE OR LESS, FROM THE TRUE POINT OF BEGINNING;

THENCE NORTH  $51^{\circ}42'04''$  EAST, 40 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

APN: 146-182-048-2

Date: **11/30/2010**

A.P.N.: 146-182-048-2

File No.: RRI-3663833 (DD)

Dated: 11/30/2010

Deutsche Bank National Trust Company, as  
Trustee under the Pooling and Servicing  
Agreement Relating to IMPAC Secured Assets  
Corp, Mortgage Pass-Through Certificates,  
Series 2006-3  
By BAC Home Loans Servicing LP

Dawn Eddings  
By: . Dawn Eddings, Assistant Secretary

STATE OF California )SS  
COUNTY OF Ventura )

On December 6, 2010, before me, Fernando Reyes Mayorga, Notary  
Public, personally appeared Dawn Eddings

Dawn Eddings, 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

[Handwritten Signature]



My Commission Expires: 10/23/2011

*This area for official notarial seal*

Notary Name: Fernando Reyes Mayorga

Notary Phone: \_\_\_\_\_

Notary Registration Number: 1775590

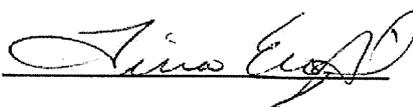
County of Principal Place of Business: Ventura

**CERTIFICATE OF ACCEPTANCE  
(Government Code Section 27281)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the Housing Authority of the City of Riverside, California, a public body, corporate and politic, is hereby accepted by the undersigned officer on behalf of said Housing Authority pursuant to authority conferred by Resolution No. 21275 and adopted November 7, 2006, and the grantee consents to recordation thereof by its duly authorized officer.

Dated 12-30-2010

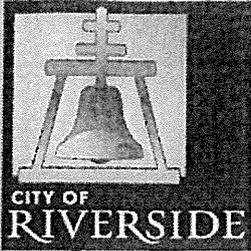
**CITY OF RIVERSIDE**

By 

APPROVED AS TO FORM:

  
Authority General Counsel

APN: 146-182-048



MEMORANDUM

Development Department

RECEIVED

MAY 19 2011

City of Riverside  
City Clerk's Office

DATE: MAY 18, 2011  
TO: CITY CLERK'S OFFICE  
FROM: SHONDA HEROLD, PROJECT COORDINATOR  
RE: 10820 SUNNYSLOPE- APN: 146-182-048

D 16654

Please see attached documents:

1. Original Grant Deed
2. Title Insurance
3. Final Settlement Statement

Please add to the inventory of properties that are owned by the Housing Authority.

Please contact Shonda Herold, Housing Coordinator, at 951.826.5990 with any questions.

16654



*First American*

323 W Court St,  
San Bernardino CA 92401

**Riverside 3 oz**



1/29/2011

**Transmittal**

Order No: 3663833

City of Riverside  
3900 Main St Fl 2  
Riverside CA 92522

Enclosed please find 1 attached documents.

First American Title Company

Page Count 8

16654



# OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

*First American Title Insurance Company*

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

## COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or Incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
  2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
    - (a) A defect in the Title caused by
      - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      - (vii) a defective judicial or administrative proceeding.
    - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
    - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
  3. Unmarketable Title.
  4. No right of access to and from the Land.
  5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
    - (a) the occupancy, use, or enjoyment of the Land;
    - (b) the character, dimensions, or location of any improvement erected on the Land;
    - (c) the subdivision of land; or
    - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
  6. An enforcement action based on the exercise of a governmental
- police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
  8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
  9. Title being vested other than as stated in Schedule A or being defective
    - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
    - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      - (i) to be timely, or
      - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
  10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

*First American Title Insurance Company*

BY *Dana J. Huber* PRESIDENT  
ATTEST *Marilyn H. King* 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, 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 Risks 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.

### CONDITIONS

#### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "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. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

#### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation 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 warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

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

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

#### 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that 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.

#### 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It 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 the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in

Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

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

#### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the 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.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that 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 of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the 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 the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

#### 7. 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.  
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 that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, 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. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that 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 that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (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.

#### 8. 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.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### 9. 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 Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (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, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

#### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

#### 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays 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 executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

#### 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. 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 and remedies.
- If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, ~~there shall be no joinder or consolidation with claims or controversies of other persons. 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 in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 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 \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.~~

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it 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 that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

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

**17. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 1 First American Way, Santa Ana, CA 92707, Attn: Claims Department.

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## POLICY OF TITLE INSURANCE



## SCHEDULE A

### *First American Title Insurance Company*

Name and Address of Title Insurance Company:  
First American Title Insurance Company  
1 First American Way  
Santa Ana, CA 92707

File No.: **RRI-3663833**

Policy No.: **3663833**

Address Reference: 10820 Sunnyslope Drive, Riverside, CA 92505

Amount of Insurance: \$92,500.00

Premium: \$535.00

Date of Policy: December 30, 2010 at 8:00 A.M.

1. Name of Insured:

Housing Authority of the City of Riverside

2. The estate or interest in the Land that is insured by this policy is:

Fee simple

3. Title is vested in:

Housing Authority of the City of Riverside

4. The Land referred to in this policy is described as follows:

Real property in the City of Riverside, County of Riverside, State of California, described as follows:

THAT PORTION OF LOT 11 IN BLOCK D OF HOLDEN AVENUE TRACT, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGES 67, 68 AND 69 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID LOT WHICH BEARS NORTH 60°37' EAST, 150 FEET FROM THE MOST WESTERLY CORNER THEREOF, SAID POINT BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO NELL M. WACHTMAN BY DEED RECORDED MAY 16, 1946 IN BOOK 752, PAGE 127 OF OFFICIAL RECORDS, RIVERSIDE COUNTY RECORDS;

THENCE SOUTH 27°04' EAST, ALONG THE NORTHEASTERLY LINE OF SAID PARCEL, 251.92 FEET;

THENCE NORTH 44°15' EAST, 79.11 FEET TO THE NORTHEASTERLY LINE OF SAID LOT;

THENCE NORTH 27°04' WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT, 231.41 FEET TO THE MOST NORTHERLY CORNER THEREOF;

THENCE SOUTH 60°37' WEST, ALONG THE NORTHWESTERLY LINE OF SAID LOT, 75 FEET, TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM PARCELS 1060-52A AND 1060-52B AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 40, PAGES 92 THROUGH 95, INCLUSIVE, OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, AS CONVEYED TO THE RIVERSIDE COUNTY FLOOD CONTROL

AND WATER CONSERVATION DISTRICT BY DEED RECORDED APRIL 2, 1965 AS INSTRUMENT NO. 37759;

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF LOT 10 OF SAID BLOCK "D";

THENCE NORTH 47°55'56" WEST, ON THE NORTHEASTERLY LINE OF SAID LOT 10, 213.05 FEET;

THENCE SOUTH 51°42'04" WEST, 89.80 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF SAID LOT, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 27°06'06" EAST, ALONG SAID WESTERLY LINE 30 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THAT PARCEL CONVEYED TO PAUL BAKER BY DEED RECORDED MARCH 31, 1959 AS INSTRUMENT NO. 26707;

THENCE SOUTH 44°14'06" WEST, ON THE SOUTHERLY LINE OF SAID PARCEL CONVEYED TO PAUL BAKER 21.39 FEET, MORE OR LESS, TO THE EASTERLY LINE OF PARCEL 1060-52A, AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 40, PAGES 92 THROUGH 95, INCLUSIVE, OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS;

THENCE NORTH 67°08'31" WEST, ON SAID EASTERLY LINE 28 FEET, MORE OR LESS, TO A POINT THAT BEARS SOUTH 51°42'04" WEST, 40 FEET, MORE OR LESS, FROM THE TRUE POINT OF BEGINNING;

THENCE NORTH 51°42'04" EAST, 40 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

APN: 146-182-048-2

## SCHEDULE B

File No. **RRI-3663833**

Policy No. **3663833**

### 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:

#### Part One:

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.

#### Part Two:

1. General and special taxes and assessments for the fiscal year 2010-2011.  

First Installment:	\$719.52, PAID
Penalty:	\$0.00
Second Installment:	\$719.52, PAYABLE
Penalty:	\$0.00
Tax Rate Area:	009-175
A. P. No.:	146-182-048-2
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. An easement for laying, maintaining, constructing water ditches, canals, pipe lines, flumes,, conduits for conveying, distributing water for domestic, irrigation purposes and incidental purposes, recorded August 11, 1919 in Book 508 of Deeds, Page 101.  

In Favor of:	Twin Buttes Water Company, a Corporation,
Affects:	Said land

4. Covenants, conditions, restrictions and easements in the document recorded December 26, 1924 in Book 622 of Deeds, Page 462 , which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, marital status, ancestry, disability, handicap, familial status, national origin or source of income (as defined in California Government Code §12955(p)), to the extent such covenants, conditions or restrictions violate 42 U.S.C. §3604(c) or California Government Code §12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

An easement as contained in the above document.

For: public utilities and incidental purposes.

5. An easement for installation, operation, maintenance, removal of water pipe lines, ditches or flumes, together with any or all fitting appurtenant thereto and incidental purposes, recorded March 18, 1926 in Book 663 of Deeds, Page 591.

In Favor of: Citizens Domestic Water Company, a Corporation  
Affects: Said land



**First American Title Company**

3400 Central Avenue, Suite 100 • Riverside, CA 92506

**Buyer's Final Settlement Statement**

Property: 10820 Sunnyslope Drive, Riverside, CA 92505

File No: RRI-3663833

Officer: Debra Dunn/DD

New Loan No:

Settlement Date: 12/30/2010

Disbursement Date: 12/30/2010

Print Date: 01/03/2011, 8:39 AM

Buyer: City of Riverside

Address: 3900 Main Street, 2nd Floor, Riverside, CA 92522

Seller: Deutsche Bank National

Address:

Charge Description	Buyer Charge	Buyer Credit
<b>Consideration:</b>		
Total Consideration	92,500.00	
<b>Deposits in Escrow:</b>		
Receipt No. 1292113078 on 12/07/2010 b. Cit. of Riverside		1,000.00
Receipt No. 1292113138 on 12/13/2010 by City of Riverside		86,358.45
<b>Adjustments:</b>		
Adjustment to Purchase Price		6,000.00
<b>Title/Escrow Charges to:</b>		
Escrow Fee - One Half to First American Title Company	400.00	
ALTA Std Owner Policy 1402.06 (6-17-06) to First American Title Company	197.50	
CLTA Interim Binder Form (Owners) to First American Title Company	54.00	
<b>Disbursements Paid:</b>		
NHD Report to First American Natural Hazard Disclosure	79.95	
Cash ( From) (X To) Borrower	127.00	
<b>Totals</b>	<b>93,358.45</b>	<b>93,358.45</b>