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Issuing Policies of Chicago Title Insurance Company

ORDER NO.: 12206599-996-SD1

Escrow/Customer Phone: (619) 521-3500

Castle & Cooke
10000 Stockdale Hwy, Suite 300
Bakersfield, CA 93311
ATTN: Laura Whitaker
Email: lwhitaker@castlecooke.com
Ref: #5 Ridge

Title Officer: Tom Votel & Ken Cyr (SD/BS)
Title Officer Phone: (619) 521-3673
Title Officer Fax: (619) 521-3608
Title Officer Email: Cyr-Votel@ctt.com

PROPERTY: RIDGE / 600 ACRES, RIVERSIDE, CA

PRELIMINARY REPORT

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

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

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

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Nebraska Corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Company

By: _____
Authorized Signature

PRELIMINARY REPORT

EFFECTIVE DATE: November 18, 2015 at 7:30 a.m.

ORDER NO.: 12206599-996SD1

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

A Preliminary Report Only

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

COUNTY OF RIVERSIDE

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF RIVERSIDE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

(APN: 390-130-029; 390-210-018 & 022; 390-200-009 & 011; 389-080-054)

THAT PORTION OF SECTIONS 15, 22, 23, 24 AND 26, TOWNSHIP 5 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26;

THENCE SOUTH 89° 05' 03" EAST ON THE NORTH LINE OF SAID SECTION 26, 1042.70 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 41° 37' 29" EAST 175.07 FEET;
THENCE NORTH 86° 03' 32" EAST 322.53 FEET;
THENCE NORTH 84° 08' 08" EAST 215.58 FEET;
THENCE NORTH 29° 38' 22" EAST 375.65 FEET;
THENCE NORTH 22° 47' 57" EAST 343.25 FEET;
THENCE NORTH 16° 21' 28" EAST 814.59 FEET;
THENCE NORTH 24° 50' 47" EAST 164.28 FEET;
THENCE NORTH 2° 44' 53" WEST 126.72 FEET;
THENCE NORTH 37° 52' 55" WEST 220.30 FEET;
THENCE NORTH 61° 05' 29" WEST 221.76 FEET;
THENCE NORTH 68° 50' 06" WEST 440.81 FEET;
THENCE NORTH 19° 58' 07" EAST 397.34 FEET;
THENCE NORTH 14° 46' 29" WEST 134.01 FEET;
THENCE NORTH 28° 33' 43" WEST 306.17 FEET;
THENCE NORTH 80° 13' 05" WEST 472.02 FEET;
THENCE NORTH 46° 52' 49" WEST 124.75 FEET;
THENCE NORTH 66° 32' 19" WEST 110.04 FEET;
THENCE NORTH 24° 32' 42" WEST 109.26 FEET;
THENCE NORTH 45° 15' 05" WEST 282.27 FEET;
THENCE NORTH 75° 01' 37" WEST 447.21 FEET;
THENCE NORTH 19° 45' 52" WEST 450.39 FEET;
THENCE NORTH 58° 17' 49" WEST 368.89 FEET;
THENCE SOUTH 75° 09' 21" WEST 529.98 FEET;
THENCE NORTH 2° 49' 18" WEST 81.54 FEET;
THENCE NORTH 57° 38' 09" EAST 228.51 FEET;
THENCE NORTH 31° 09' 13" EAST 236.83 FEET;
THENCE NORTH 21° 14' 17" WEST 269.17 FEET;
THENCE NORTH 44° 01' 13" WEST 368.85 FEET;
THENCE SOUTH 50° 49' 26" WEST 195.23 FEET;
THENCE SOUTH 46° 06' 48" WEST 69.28 FEET;
THENCE SOUTH 82° 12' 58" WEST 51.78 FEET;
THENCE NORTH 53° 40' 42" WEST 248.70 FEET;
THENCE NORTH 85° 45' 54" WEST 150.54 FEET;
THENCE SOUTH 7° 47' 25" WEST 217.01 FEET;
THENCE SOUTH 10° 04' 01" EAST 316.83 FEET;
THENCE SOUTH 31° 23' 11" WEST 187.10 FEET;
THENCE NORTH 65° 14' 28" WEST 176.56 FEET;
THENCE SOUTH 59° 27' 28" WEST 154.25 FEET;

EXHIBIT A
(Continued)

THENCE SOUTH $6^{\circ} 56' 16''$ EAST 73.13 FEET;
THENCE NORTH $89^{\circ} 34' 46''$ WEST 159.24 FEET;
THENCE NORTH $40^{\circ} 47' 03''$ WEST 542.63 FEET;
THENCE NORTH $5^{\circ} 13' 20''$ WEST 109.40 FEET;
THENCE NORTH $88^{\circ} 44' 12''$ WEST 303.12 FEET;
THENCE SOUTH $0^{\circ} 07' 21''$ WEST 179.56 FEET;
THENCE SOUTH $88^{\circ} 54' 45''$ WEST 216.92 FEET;
THENCE SOUTH $0^{\circ} 45' 26''$ WEST 464.53 FEET;
THENCE SOUTH $85^{\circ} 30' 18''$ WEST 59.88 FEET;

THENCE NORTH $89^{\circ} 28' 41''$ WEST 374.34 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (60 FEET IN WIDTH), SAID POINT ALSO BEING A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1953.68 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH $64^{\circ} 14' 33''$ WEST;

THE FOLLOWING 5 COURSES ARE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF THE ABOVE REFERENCED LAKE STREET AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 88, PAGES 76 THROUGH 82, INCLUSIVE, RECORDS OF SAID COUNTY AND STATE.

1. THENCE NORTHERLY 660.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $192^{\circ} 10''$;
2. THENCE NON-TANGENT FROM SAID CURVE NORTH $6^{\circ} 24' 08''$ WEST 275.80 FEET;
3. THENCE NORTH $4^{\circ} 08' 31''$ WEST 152.12 FEET;
4. THENCE NORTH $83^{\circ} 35' 52''$ EAST 17.00 FEET;
5. THENCE NORTH $6^{\circ} 08' 03''$ WEST 200.06 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF THE I-15 FREEWAY AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 88, PAGES 76 THROUGH 82;

THE FOLLOWING 13 COURSES ARE ALONG THE SOUTHERLY RIGHT-OF-WAY OF THE ABOVE REFERENCED I-15 FREEWAY.

1. THENCE SOUTH $79^{\circ} 57' 03''$ EAST 405.96 FEET;
2. THENCE SOUTH $78^{\circ} 16' 06''$ EAST 551.27 FEET;
3. THENCE SOUTH $78^{\circ} 16' 31''$ EAST 78.83 FEET;
4. THENCE SOUTH $80^{\circ} 37' 29''$ EAST 573.60 FEET;
5. THENCE NORTH $59^{\circ} 50' 40''$ EAST 396.42 FEET;
6. THENCE NORTH $80^{\circ} 15' 28''$ EAST 760.07 FEET;
7. THENCE NORTH $8^{\circ} 59' 18''$ WEST 65.00 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 500.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH $82^{\circ} 39' 02''$ WEST;
8. THENCE EASTERLY 237.93 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $27^{\circ} 15' 52''$;
9. THENCE TANGENT FROM SAID CURVE SOUTH $75^{\circ} 23' 10''$ EAST 558.32 FEET;
10. THENCE NORTH $14^{\circ} 08' 05''$ EAST 16.53 FEET;

EXHIBIT A
(Continued)

11. THENCE SOUTH $75^{\circ} 44' 11''$ EAST 149.52 FEET;

12. THENCE SOUTH $0^{\circ} 27' 06''$ WEST 100.38 FEET;

13. THENCE SOUTH $89^{\circ} 32' 28''$ EAST 386.15 FEET TO A POINT IN SOUTHERLY LINE OF PARCEL 2 OF THAT LINE DESCRIBED IN INSTRUMENT NO. [72638, RECORDED APRIL 17, 1978](#);

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 2, SOUTH $74^{\circ} 22' 06''$ EAST 326.27 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID PARCEL 2, SOUTH $81^{\circ} 09' 10''$ EAST 100.44 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF THE I-15 FREEWAY AS SHOWN ON SAID RECORD OF SURVEY.

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH $72^{\circ} 17' 12''$ EAST 1085.96 FEET TO A POINT IN SOUTHERLY LINE OF PARCEL 1 OF THAT LINE DESCRIBED IN SAID INSTRUMENT 72638, SAID POINT ALSO BEING THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 3000.25 FEET;

THE FOLLOWING 7 COURSES ARE ALONG THE WESTERLY RIGHT-OF-WAY OF THE ABOVE REFERENCED PARCEL 1.

1. THENCE SOUTHEASTERLY 652.82 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $12^{\circ} 28' 03''$;

2. THENCE TANGENT FROM SAID CURVE SOUTH $59^{\circ} 49' 09''$ EAST 726.79 FEET TO A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2000.17 FEET;

3. THENCE SOUTHEASTERLY 245.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $7^{\circ} 02' 45''$;

4. THENCE TANGENT FROM SAID CURVE SOUTH $52^{\circ} 46' 24''$ EAST 598.04 FEET TO A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2500.21 FEET;

5. THENCE SOUTHEASTERLY 311.74 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $7^{\circ} 08' 38''$;

6. THENCE LEAVING FROM SAID CURVE SOUTH $45^{\circ} 37' 46''$ EAST 405.32 FEET TO A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2500.21 FEET;

7. THENCE SOUTHEASTERLY 339.69 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $7^{\circ} 47' 04''$ TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF THE I-15 FREEWAY AS SHOWN ON SAID RECORD OF SURVEY;

THE FOLLOWING 5 COURSES ARE ALONG THE SOUTHERLY RIGHT-OF-WAY OF THE ABOVE REFERENCED I-15 FREEWAY AS SHOWN ON SAID RECORD OF SURVEY.

1. THENCE TANGENT FROM SAID CURVE SOUTH $37^{\circ} 50' 42''$ EAST 771.79 FEET TO A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2500.21 FEET;

2. THENCE SOUTHEASTERLY 259.91 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $5^{\circ} 57' 22''$;

3. THENCE TANGENT FROM SAID CURVE SOUTH $31^{\circ} 53' 20''$ EAST 383.39 FEET TO A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1500.13 FEET;

4. THENCE SOUTHEASTERLY 241.09 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $9^{\circ} 12' 30''$;

EXHIBIT A
(Continued)

5. THENCE TANGENT FROM SAID CURVE SOUTH 22° 40' 50" EAST 374.56 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 88° 20' 57" WEST 357.96 FEET ON SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24, TO A POINT IN THE EASTERLY LINE OF SAID SECTION 23;

THENCE ALONG SAID EASTERLY LINE SOUTH 1° 20' 28" WEST 1340.26 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 23, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 26;

THENCE ALONG THE EASTERLY LINE OF SECTION 26, SOUTH 1° 12' 46" WEST 770.75 FEET TO A POINT IN THE NORTHERLY LINE OF PARCEL 3 OF LOT LINE ADJUSTMENT 89-12, RECORDED AS INSTRUMENT NUMBER 266712, RECORDED JULY 19, 1990, RECORDS OF SAID COUNTY AND STATE;

THE FOLLOWING 13 COURSES ARE ALONG THE BOUNDARY OF SAID PARCEL 3.

1. THENCE LEAVING SAID EASTERLY LINE, NORTH 59° 03' 46" WEST 484.08 FEET;

2. THENCE SOUTH 89° 19' 54" WEST 381.55 FEET;

3. THENCE NORTH 35° 26' 00" WEST 352.32 FEET;

4. THENCE NORTH 67° 36' 36" WEST 129.00 FEET;

5. THENCE SOUTH 51° 55' 34" WEST 116.00 FEET TO A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2196.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 20° 01' 26" EAST;

6. THENCE WESTERLY 286.39 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7° 28' 20" TO A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1883.00 FEET, A RADIAL LINE TO SAID POINT THAT BEARS NORTH 22° 01' 26" WEST;

7. THENCE SOUTHWESTERLY 821.71 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25° 00' 10";

8. THENCE NON-TANGENT FROM SAID CURVE SOUTH 47° 46' 49" WEST 196.14 FEET;

9. THENCE SOUTH 50° 20' 30" WEST 33.00 FEET TO A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 50° 20' 30" EAST;

10. THENCE SOUTHERLY 937.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53° 42' 34";

11. THENCE TANGENT FROM SAID CURVE SOUTH 14° 03' 04" WEST 494.07 FEET TO A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1400.00 FEET;

12. THENCE SOUTHERLY 312.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 48' 30";

13. THENCE TANGENT FROM SAID CURVE SOUTH 1° 14' 34" WEST 6.57 FEET TO A POINT IN THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26;

THENCE ALONG SAID SOUTHERLY LINE, NORTH 89° 10' 04" WEST 369.15 FEET TO THE CENTER OF SAID SECTION 26;

EXHIBIT A
(Continued)

THENCE ALONG THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, NORTH 88° 45' 16" WEST 844.24 FEET TO A POINT IN THE SOUTHERLY LINE OF PARCEL 2 OF SAID LOT LINE ADJUSTMENT 89-12, SAID POINT ALSO BEING A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1600.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 44° 10' 59" WEST;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID PARCEL 2, NORTHWESTERLY 97.75 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3° 30' 02";

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID PARCEL 2, TANGENT FROM SAID CURVE NORTH 42° 18' 59" WEST 2083.15 FEET;

THENCE LEAVING THE SOUTHERLY LINE OF SAID PARCEL 2, NORTH 32° 56' 55" EAST 484.44 FEET;

THENCE NORTH 43° 06' 11" EAST 169.95 FEET;

THENCE NORTH 33° 14' 54" EAST 320.81 FEET;

THENCE NORTH 41° 37' 29" EAST 322.82 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, COAL AND CLAY DEPOSITS, NATURAL GAS RIGHTS, OTHER HYDROCARBONS, AND GEOTHERMAL DEPOSITS OR RESOURCES BY WHATSOEVER NAME KNOWN, THAT MAY BE WITHIN OR UNDER THE SAID LAND AND THAT HAVE NOT HERETOFORE BEEN RESERVED OF RECORD BY OR CONVEYED OF RECORD TO OTHERS, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND HEREIN ABOVE DESCRIBED, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS, AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANDY SUCH WELLS OR MINES WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH THE SURFACE OF THE UPPER FIVE HUNDRED (500) FEET OF THE SUBSURFACE OF THE LANDS HEREIN ABOVE DESCRIBED, AS RESERVED IN THE DEED RECORDED [SEPTEMBER 29, 1989 AS INSTRUMENT NO. 337560](#) OF OFFICIAL RECORDS.

EXCEPTIONS

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

- A. Taxes not assessed.
- B. The lien of supplementabre escaped assessment of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to the Date of Policy.

1. Rights of the public in and to any portion of the property hereinafter described lying within Warm Springs Valley Road (Coal Avenue) and Robb Road.
2. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: Temescal Water Co.
Purpose: Canal or ditch purposes for conveying water for irrigation and incidental purposes
Recorded: [July 22, 1897 in Book 31, Page 319, of Deeds](#)
Affects: That portion of said land as described in the document attached hereto.

Said easements now vests in the Elsinore Valley Municipal District

3. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: Temescal Water Company
Purpose: A ditch, pipelines and incidental purposes
Recorded: [April 22, 1901 in Book 121, Page 8 of Deeds](#)
Affects: That portion of said land as described in the document attached hereto.

Said easements now vests in the Elsinore Valley Municipal District

4. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: Temescal Water Company
Purpose: Canal or ditch purposes
Recorded: [July 3, 1914 in Book 396, Page 240, of Deeds](#)
Affects: That portion of said land as described in the document attached hereto.

Said easements now vests in the Elsinore Valley Municipal District

5. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: Southern Sierras Power Company
Purpose: Pole lines
Recorded: [October 27, 1921 in Book 552, Page 361, of Deeds](#)
Affects: That portion of said land as described in the document attached hereto.

Said easement now vests in the Southern California Edison Company

EXCEPTIONS
(Continued)

6. An easementfor the purpose shown below and rights incidental thereto as set forth in a document.(No representation is made to the present ownership of said easement)

In Favor of: County of Riverside
Purpose: Public highways and incidental purposes
Recorded: [September 3, 1924 in Book 544, Page 315 Deeds](#)
Affects: That portion of said land as described in the document attached hereto.

7. An easementfor the purpose shown below and rights incidental thereto as set forth in a document.(No representation is made to the present ownership of said easement)

In Favor of: County of Riverside
Purpose: Public highway and public utility purposes
Recorded: [June 25, 1935 as Instrument No. 1295, of Official Records](#)
Affects: That portion of said land as described in the document attached hereto.

8. An easementfor the purpose shown below and rights incidental thereto as set forth in a document.(No representation is made to the present ownership of said easement)

In Favor of: Pacific Clay Products, a corporation
Purpose: Road purposes
Recorded: [July 25, 1944 in Book 637, Page 110, of Official Records](#)
Affects: That portion of said land as described in the document attached hereto.

9. The fact that the ownership of said land does not include rights of access to or from the street, highway, or freeway abutting said land, such rights having been relinquished by that certain document

Recorded: [February 17, 1956 as Instrument No. 11723, of Official Records](#)
Affects: Highway 71

Said Deed further contains a waiver in favor of the State of California of any claims for damages to said land by reason of the location, construction, landscaping or maintenance of a highway or freeway contiguous thereto.

10. An easementfor the purpose shown below and rights incidental thereto as set forth in a document.(No representation is made to the present ownership of said easement)

In Favor of: Elsinore Valley Municipal Water District
Purpose: Ingress and egress for the construction, maintenance and replacement of a water pipeline and incidental purposes
Recorded: [June 27, 1957 as Instrument No. 46848, of Official Records](#)
Affects: That portion of said land as described in the document attached hereto.

11. An easement and right of way for existing and future public utility, public service and drainage facilities and structures pursuant to Section 959.1 of the Streets and Highways Code, as reserved by a Resolution of the Board of Supervisors of the County of Riverside, abandoning a portion of Collier Avenue as recorded [February 25, 1958 as Instrument No. 14062, of Official Records](#).

EXCEPTIONS
(Continued)

12. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: California Water and Telephone Company, a corporation
Purpose: Public utilities
Recorded: [June 15, 1962 as Instrument No. 56177, of Official Records](#)
Affects: That portion of said land as described in the document attached hereto.

Said easement now vests in General Telephone of California

13. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: Southern California Edison Company, a corporation
Purpose: Overhead and underground electrical supply systems and communications systems
Recorded: [September 16, 1969 as Instrument No. 95087, of Official Records](#)
Affects: That portion of said land as described in the document attached hereto.

14. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: California Water and Telephone Company, a corporation
Purpose: Public utilities
Recorded: [July 23, 1962 as Instrument No. 68844 Official Records](#)
Affects: That portion of said land as described in the document attached hereto.

Said easement now vests in General Telephone of California

15. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: General Telephone Company of California, a corporation
Purpose: Public utilities
Recorded: [December 9, 1969 as Instrument No. 125919, of Official Records](#)
Affects: That portion of said land as described in the document attached hereto.

16. A waiver in favor of the State of California of any claims for damage to said land by reason of the location of a highway contiguous thereto as contained in the Deed, recorded [June 27, 1975 as Instrument No. 76197, of Official Records](#).

17. The fact that the ownership of said land does not include rights of access to or from the street, highway, or freeway abutting said land, such rights having been relinquished by that certain document

Recorded: [March 31, 1978 as Instrument No. 60976, of Official Records](#)
Affects: State Highway 71

NOTE: The remaining lands that abut upon Lake Street connections shall have access thereto except over the Northerly 51.00 feet of said course described above as North 08' 07" 11" West, 466.21 feet and the Northerly 43.00 feet of said course described above as South 06' 07" 51" East, 234.21.

Said Lake Street connection will be connected to the main thoroughfare of the freeway only at such points as may be established by public authority.

EXCEPTIONS
(Continued)

18. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: State of California
Purpose: Drainage purposes and incidents thereto
Recorded: [March 31, 1978 as Instrument No. 60977, of Official Records](#)
Affects: That portion of said land as described in the document attached hereto.

19. The fact that the ownership of said land does not include rights of access to or from the street, highway, or freeway abutting said land, such rights having been relinquished by that certain document

Recorded: [March 31, 1978 as Instrument No. 60979, of Official Records](#)
Affects: A portion abutting Highway 71 Freeway

20. The fact that the ownership of said land does not include rights of access to or from the street, highway, or freeway abutting said land, such rights having been relinquished by that certain document

Recorded: [April 17, 1978 as Instrument No. 72638, Official Records](#)
Affects: A portion abutting State Highway 71 Freeway

21. The fact that the ownership of said land does not include rights of access to or from the street, highway, or freeway abutting said land, such rights having been relinquished by that certain document

Recorded: [April 17, 1978 as Instrument No. 72639, Official Records](#)
Affects: A portion abutting State Highway 71 Freeway

NOTE: Such remaining property shall abut upon and have access to a frontage road over and across a line 165.17 feet in length that bears South 89° 32' 18" East from the point of beginning of the property described therein.

22. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: The Elsinore Valley Municipal Water District, a public corporation, its successors and assigns
Purpose: Construct, use and maintain a roadway incidental to the maintenance of utility facilities, to the exclusion of the public
Recorded: [May 15, 1981 as Instrument No. 89548, of Official Records](#)
Affects: That portion of said land as described in the document attached hereto.

23. A covenant and agreement upon and subject to the terms and conditions therein

Executed by: Horsethief Canyon Ranch, a California limited partnership; Pacific Clay Products, Inc., a Delaware corporation; Anaheim Union Water Company, a Delaware corporation; Chas. J. Biddle, William C. Hill, Craig Biddle, Trustee under the Raitt Alberhill Trust; Chas. J. Biddle, Jr., Trustee under the Raitt Alberhill Trust; Jonathar C. Hill, Trustee under the Raitt Alberhill Trust; Florence B. Meredith, Trustee under Chas. J. Biddle Trust No. 1; William C. Hill Trust No. 1 and Helen H. Raitt Trust No. 1; Chas. J. Biddle, Jr., Trustee under Chas. J. Biddle Trust No. 2, William C. Hill Trust No. 2 and Helen H. Raitt Trust No. 2; Stephen F. Biddle, Trustee under Chas. J. Biddle Trust No. 2, William C. Hill Trust No. 2 and Helen H. Raitt Trust No. 2 and Jonathar C. Hill, Trustee under Chas. J. Biddle Trust No. 2, William C. Hill Trust No. 2 and Helen H. Raitt Trust No. 2
In Favor of: Pacific Clay Products, Inc. and Chas. J. Biddle, et al.
Recorded: [December 21, 1981 as Instrument No. 234928, of Official Records](#)

EXCEPTIONS
(Continued)

Reference is hereby made to said document for particulars.

Among other things, said document provides:

Restricts Horsethief Canyon Ranch and their successive owners from instituting any actions at law or in equity to seek damages arising from or to enjoin such operations of Pacific Clay / Chas. J. Biddle, on said property.

Modification(s) of the terms and provisions of said document are provided.

Recorded: [June 16, 1983 as Instrument No. 120287, of Official Records](#)

24. The fact that the ownership of said land does not include rights of access to or from the street, highway, or freeway abutting said land, such rights having been relinquished by that certain document

Recorded: [September 9, 1983 as Instrument No. 185178, of Official Records](#)

Affects: A portion abutting State Highway 71 Freeway

25. The fact that the ownership of said land does not include rights of access to or from the street, highway, or freeway abutting said land, such rights having been relinquished by that certain document

Recorded: [September 9, 1983 as Instrument No. 185180, of Official Records](#)

Affects: A portion abutting State Highway 71 Freeway

26. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: General Telephone Company of California, a corporation

Purpose: Public utilities

Recorded: [June 25, 1984 as Instrument No. 135650, of Official Records](#)

Affects: That portion of said land as described in the document attached hereto.

27. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: Southern California Edison Company

Purpose: Public utilities

Recorded: [March 1, 1990 as Instrument No. 75098, of Official Records](#)

Affects: That portion of said land as described in the document attached hereto.

28. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: Pacific Clay Products Inc.

Purpose: Roadway

Recorded: [October 1, 1990 as Instrument No. 363079, of Official Records](#)

Affects: That portion of said land as described in the document attached hereto.

29. The terms, covenants, and provisions of that certain Development Agreement executed by and between the City of Lake Elsinore and Brighton Alberhill Associates recorded [July 23, 1990 as Instrument No. 269654](#) and the effect of any failure to comply with same.

Amendment No. 1 to Development Agreement between the City of Lake Elsinore and Brighton Alberhill Associates for Alberhill Ranch Development recorded [October 8, 1991 as Instrument No. 348094](#), Official Records.

EXCEPTIONS
(Continued)

30. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: Elsinore Valley Municipal Water District, public agency
Purpose: Water pipeline and access together with ingress and egress
Recorded: [October 10, 1996 as Instrument No. 397,698](#) of Official Records
Affects: That portion of said land as described in the document attached hereto.

31. Covenants, conditions and restrictions (but omitting any covenant or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law) as set forth in the document referred to in the numbered item last above shown.

Note: Section [12956.1](#) of the government code provides the following: "If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to section 12956.2 of the Government Code. 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."

32. A document entitled "Temporary Operations and Permanent Maintenance Easement Agreement", dated December 30, 2004 executed by T.T. Group, Inc., a California corporation, subject to all the terms, provision(s) and conditions therein contained, recorded [December 30, 2004 as Instrument No. 2004-10610](#) of Official Records.

33. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: the City of Lake Elsinore
Purpose: Nichols Road right of way dedication
Recorded: [September 2, 2008 as Instrument No. 2008-0482210](#) of Official Records
Affects: That portion of said land as described in the document attached hereto.

34. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: the City of Lake Elsinore
Purpose: Storm drain
Recorded: [September 2, 2008 as Instrument No. 2008-0482215](#) and re-recorded [September 23, 2008 as instrument no. 2008-0517460](#) of Official Records
Affects: That portion of said land as described in the document attached hereto.

35. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: the City of Lake Elsinore
Purpose: Slope
Recorded: [September 2, 2008 as Instrument No. 2008-0482216](#) and re-recorded [September 23, 2008 as instrument no. 2008-0517481](#) and re-recorded [October 24, 2008 as instrument no. 2008-0569026](#) of Official Records
Affects: That portion of said land as described in the document attached hereto.

EXCEPTIONS
(Continued)

36. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: the City of Lake Elsinore
Purpose: Joint maintenance access
Recorded: [September 2, 2008 as Instrument No. 2008-0482217](#) of and re-recorded [September 23, 2008 as instrument no. 2008-0517482](#) and re-recorded [October 24, 2008 as instrument no. 2008-0569025](#) of Official Records
Affects: That portion of said land as described in the document attached hereto.

37. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: the City of Lake Elsinore
Purpose: Temporary construction
Recorded: [September 2, 2008 as Instrument No. 2008-0482218](#) and re-recorded [September 23, 2008 as instrument no. 2008-0517483](#) and re-recorded [October 24, 2008 as instrument no. 2008-0569025](#) of Official Records
Affects: That portion of said land as described in the document attached hereto.

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

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

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

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

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

PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

END OF EXCEPTIONS

REQUIREMENTS SECTION

None

END OF REQUIREMENTS

INFORMATIONAL NOTES SECTION

1. None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.
2. The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land Undeveloped Land and properties, known as Ridge / 600 Acres, located within the city of Riverside, California, , to an Extended Coverage Loan Policy.
3. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. 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. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

END OF INFORMATIONAL NOTES

Tom Votel & Ken Cyr (SD/BS)/gp

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also No Representations or Warranties below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender, marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

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

Applications or other forms we receive from you or your authorized representative;

Information we receive from you through the Website;

Information about your transactions with or services performed by us, our affiliates, or others; and

From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number, time and date of a page view, and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregated demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisement and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavior services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.

You can opt-out via the Consumer Choice Page at <http://www.aboutads.info>.

For those in the U.K., you can opt-out via the IAB UK's industry opt-out at <http://www.youronlinechoices.com>.

You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by FNF is used for three main purposes:

To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.

To improve our products and services that we perform for you or for Third Parties.

To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

When Information Is Disclosed By FNF

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 agents, brokers, representatives 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 who provide services or perform marketing services or other functions on our behalf;

To law enforcement or other government authority in connection with an investigation, or civil or criminal subpoena or court orders; 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.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal processor applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. 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.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in this

Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purpose in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask

individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements, and only information not covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

FNF Compliance with California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer Care Net ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

First and Last Name
Property Address
User Name
Password
Loan Number
Social Security Number masked upon entry
Email Address
Three Security Questions and Answers
IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

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

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the FNF Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representation or warranties whatsoever concerning any product or service provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representation or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representation or warranty that any services provided to you by it or the Website, or any services offered in connection with the Website, are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests.

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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EFFECTIVE AS OF: MAY 1, 2015

Notice of Available Discounts

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

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

FNF Underwritten Title Company
CTC - Chicago Title Company

FNF Underwriter
CTIC - Chicago Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC)

When no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge within the following ~~time~~ period from the date of the report.

DISASTER LOANS (CTIC)

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

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC)

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

EMPLOYEE RATE (CTC and CTIC)

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

ATTACHMENT ONE
CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof for 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 for 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 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 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 truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments or notices of such proceedings whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims of, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, short 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 matter excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

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

EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;

- d. improvements on the Land;
- e. land division; and
- f. environmental protection.

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

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

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

LIMITATIONS ON COVERED RISKS

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

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

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

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

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

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

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

EXCEPTIONS FROM COVERAGE

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

(PART I

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims of, 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 matter excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

PART II

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

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

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10) or

- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses which arise by reason of: (The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy also include the following Exceptions from Coverage:

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

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

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Known that the vested shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.

8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising right to extract or develop minerals, water, or any other substances.

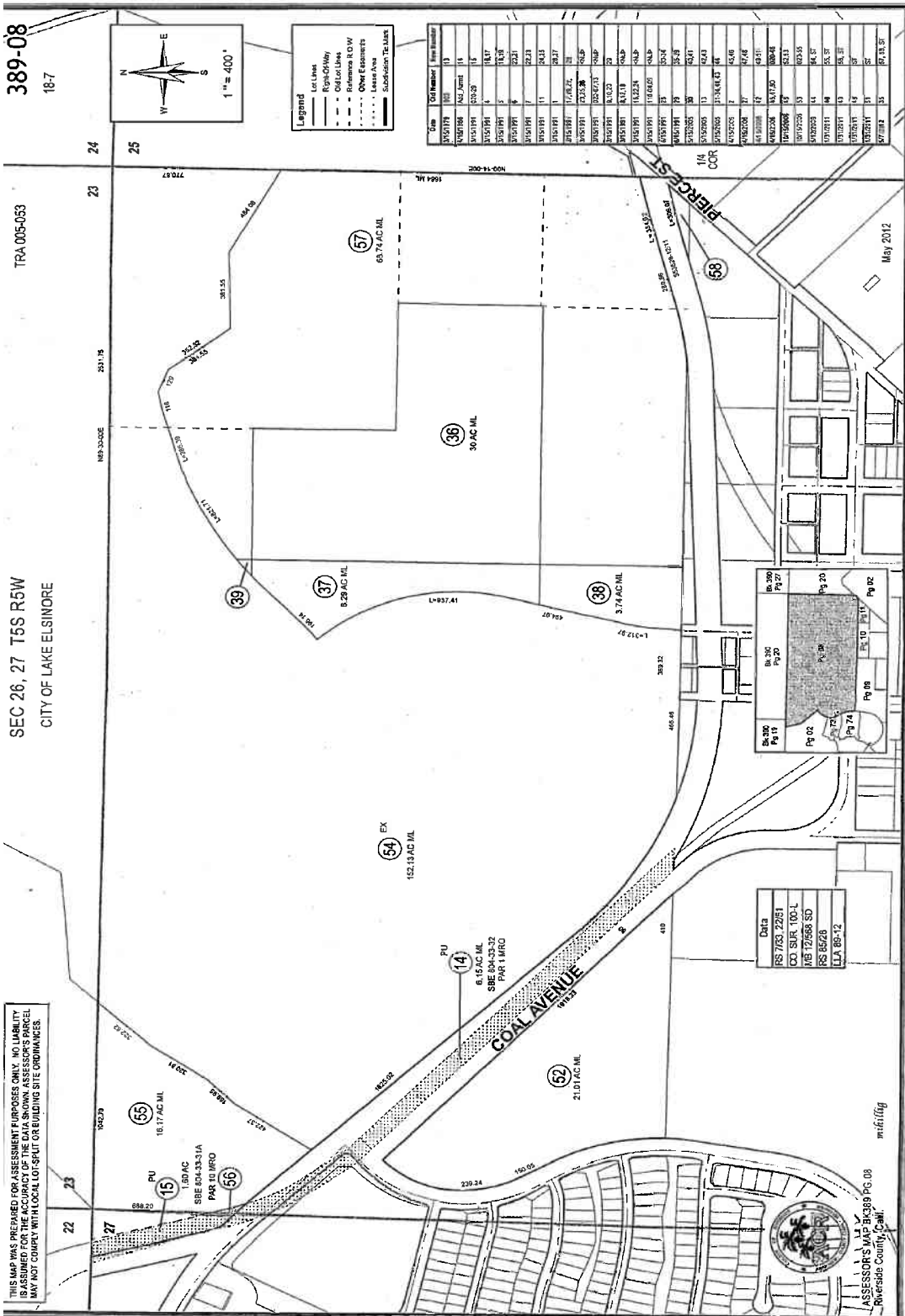
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT/SPLIT OR BUILDING SITE ORDINANCES.

SEC 26, 27 T5S R5W
CITY OF LAKE ELSINORE

TRA 005-063

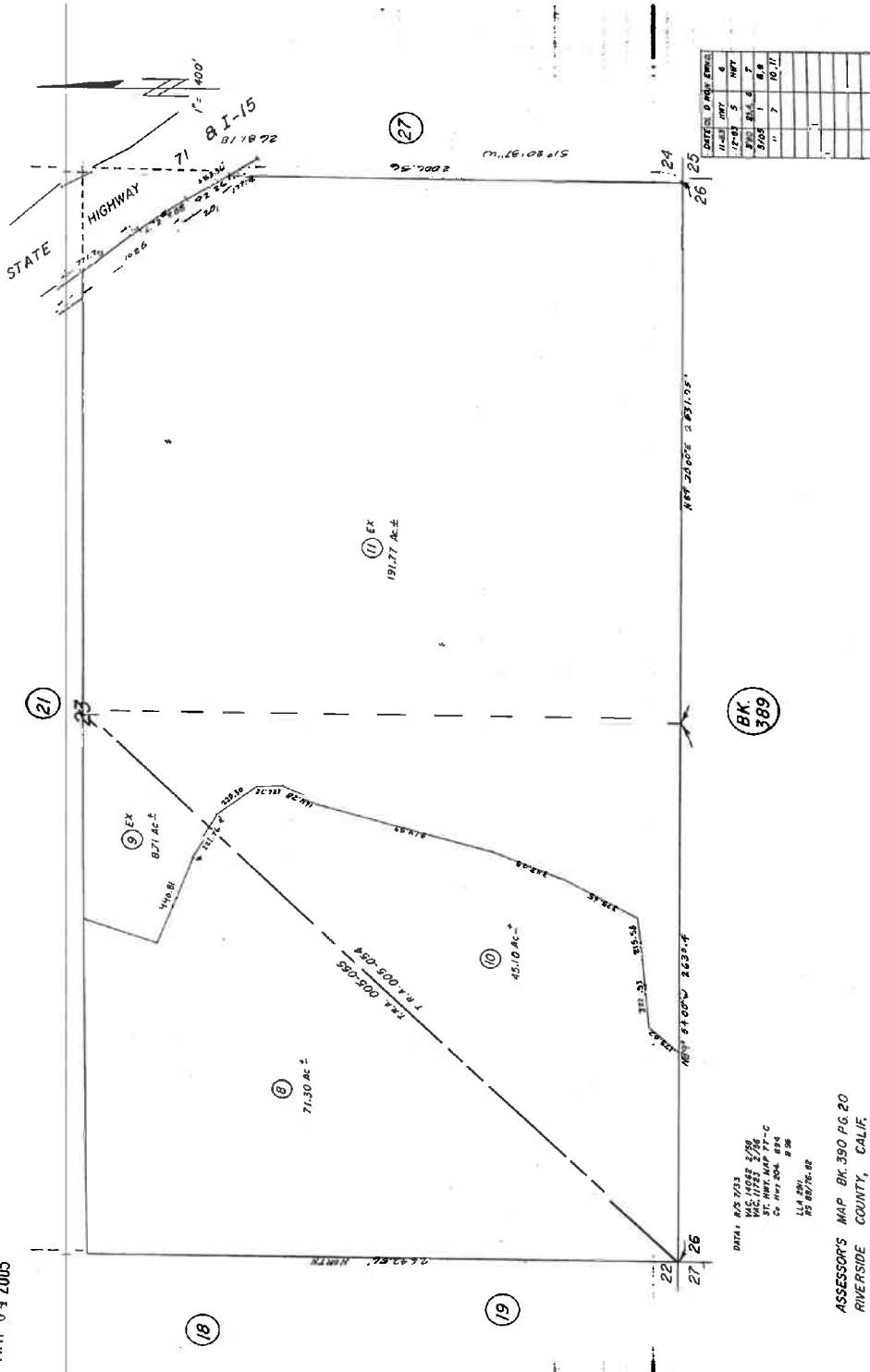
389-08

18-7



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

MAY 04 2005



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

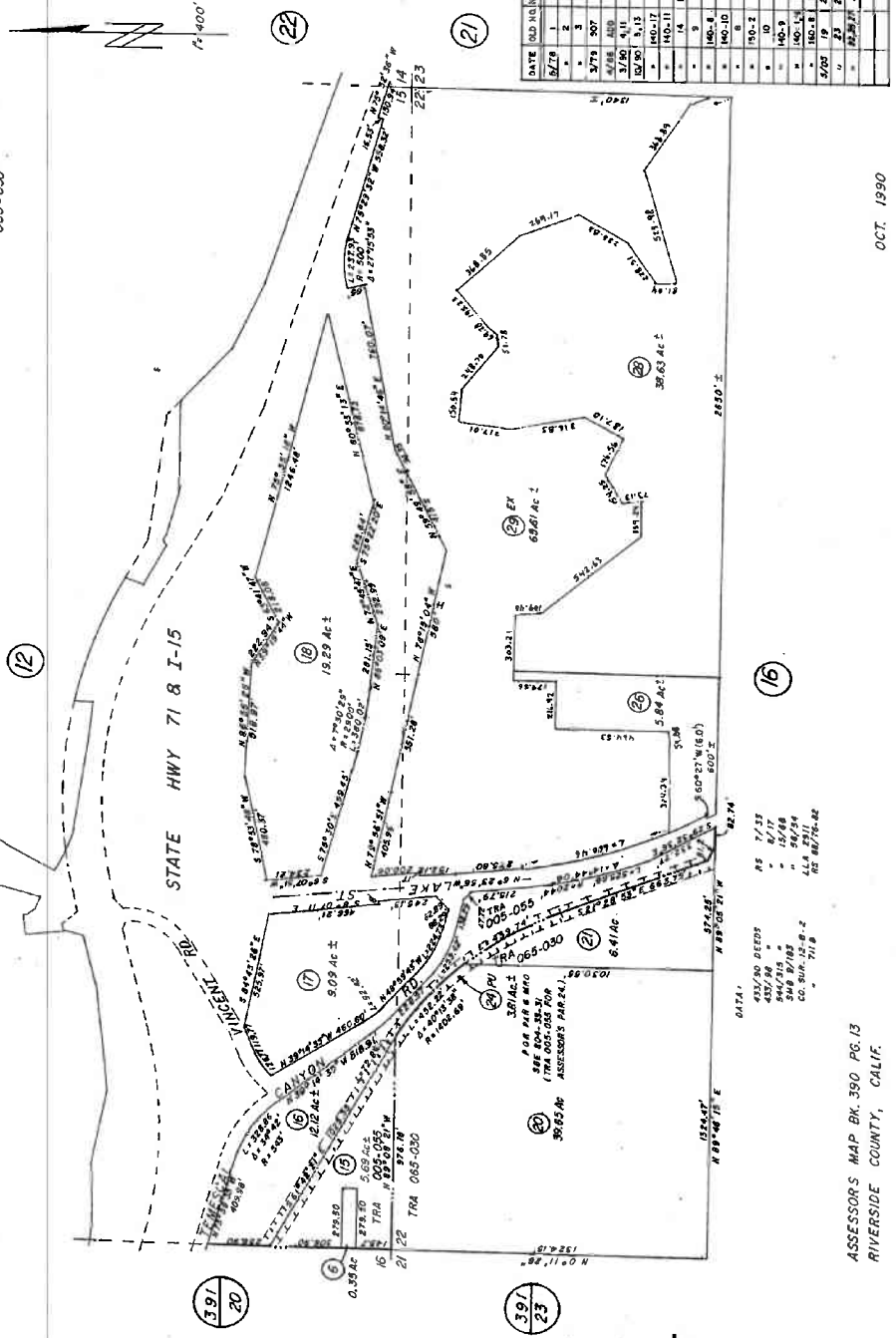
390-13
18-3

T.R.A. 005-055
065-030

POR S 1/2 SEC 15 & N 1/2 SEC 22, T5S, R5W

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY

MAY 04 2005



DATE	NO.	NEW	NO.
8/78	1	ST	
	2	ST	
2/79	307		
2/79	308		
3/80	4, 11	12	
10/90	5, 13	14	
	140-17		
	14	15, 16	
	9	17	
	140-8		
	140-10		
	140-2		
	140-9		
	140-14	19	
	140-8	19	
5/93	19	25, 26	
	23	27, 28	
	23	27, 28	

OCT. 1990

ASSESSOR'S MAP BK. 390 PG. 13
RIVERSIDE COUNTY, CALIF.

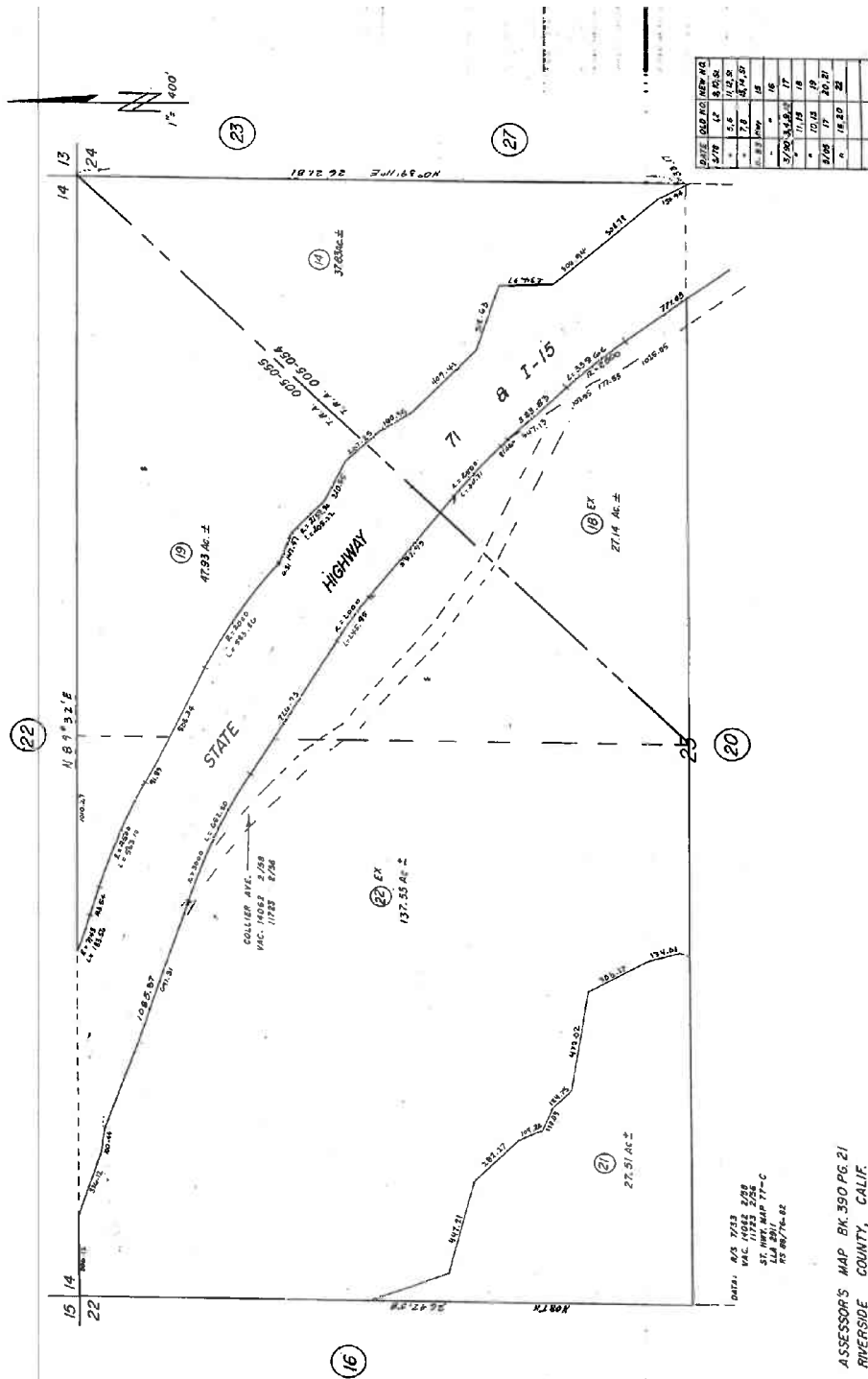
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does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

390-21

T.R.A. 005-054
005-055

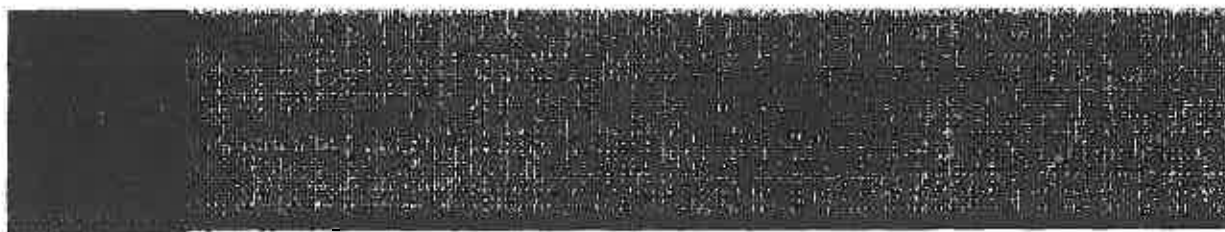
POR. N1/2 SEC. 23, T.5S.R.5W.

THIS MAP IS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR ANY ERRORS OR OMISSIONS. THE COMPANY DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION SHOWN HEREON. ANY NOTICED BY LOCALITIES OR BUILDING SITE CHANGES MAY 04 2005



ASSESSOR'S MAP BK. 390 PG. 21
RIVERSIDE COUNTY, CALIF.

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



FAX COVER SHEET

TO: MARY GARNETT
CASTLE & COOKE, ESQ.

FAX: (310) 824-7770

FROM STEWART FAHMY

DATE: 02/15/06

PAGES: 57 INCLUDING COVER SHEET

RE: ALBERHILL

MESSAGE:

AUG-28-2004 18:58

CHICAGO TITLE C&I 29

989 384 7854 P.83

Project: TRI-VALLEY I, 598 ac. purchase

APNs: 390-130-022, 390-270-008, 389-080-031, 389-080-032, 389-080-033, 389-080-034 and a portion of 390-200-007, 389-080-030, 390-200-001, 390-210-018, 390-210-017, 390-180-006, 390-130-023 and 390-130-019.

ACQUISITION AGREEMENT

This agreement is made this 10 day of Feb, 2006 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein called "County", and Tri-Valley I, A California Limited Partnership, herein called "Grantor".

WHEREAS, County desires to acquire Grantor's land for purposes of wildlife and plant life preservation; and

WHEREAS, Grantor is a willing seller; and

WHEREAS, Grantor will execute and deliver to County, or to the designated escrow company, a Grant Deed identifying APN 390-130-022, 390-270-008, 389-080-031, 389-080-032, 389-080-033, 389-080-034, and a portion of 390-200-007, 389-080-030, 390-200-001, 390-210-018, 390-210-017, 390-180-006, 390-130-023 and 390-130-019;

NOW, THEREFORE, BE IT RESOLVED, It is mutually agreed as follows:

1. The County shall:

A. Pay to the order of Grantor the sum \$5,184,652.00 for 598 acres, represented by Exhibit "A", attached hereto and made apart hereof, when title to said property or interest vests in County free and clear of all liens, encumbrances, easements, leases (recorded or unrecorded), and taxes except those encumbrances and easements which, in the sole discretion of the County, are acceptable.

B. Handle real property taxes, bonds, and assessments in the following manner:

1. All real property taxes shall be prorated, paid, and

FROM : JIM SAULS REAL ESTATE BROKER FAX NO. : 949 661 5993

Feb. 14 2008 10:58AM P3

AUG-20-2004 10:58

CHICAGO TITLE CLI EG

989 384 7654

P.04

1 canceled pursuant to the provisions of Section 5081 et. seq., of the Revenue and
2 Taxation Code.

3 2. County is authorized to pay from the amount shown in
4 Paragraph 1A herein, any unpaid taxes together with penalties, cost and interest
5 thereon, and remove from title any obligations associated with bonds or assessments
6 on the subject property.

7 C. Pay buyers typical escrow, recording, and reconveyance
8 fees incurred in this transaction.

9 D. Obtain and pay for a Phase I Environmental Assessment
10 Report.

11 2. Grantor shall:

12 A. Pay sellers typical escrow fees and related fees incurred in
13 this transaction, and if title insurance is desired by County, the premium for a Standard
14 CLTA Policy charged therefore.

15 B. Be responsible for the installation of survey monuments and
16 white pipes, a minimum of six (6) feet in height, at all property corners. The pipes shall
17 be installed in accordance with current County specifications, as outlined on Exhibit "B".
18 Within thirty (30) days following close of escrow, Grantor shall cause compliance with
19 this recommendation. At close of escrow, the designated escrow company will withhold
20 a sum of \$40,000.00. Upon confirmation by County that the aforementioned
21 recommendation has been complied with, County and Grantor will instruct the escrow
22 company to pay the contractor engaged to do this work, from the withheld funds. Any
23 unspent balance will be disbursed by the escrow company to the Grantor. The
24 contractor engaged to do this work, will have a right of entry to complete the job.
25 Grantor shall obtain appropriate lien releases from the contractor.

26 C. Be obligated hereunder to include without limitation, and
27 whether foreseeable or unforeseeable, all costs, if any, associated with the clean-up of
28 any and all debris on said property, prior to a physical site inspection by County staff or

FROM : JIM SAULS REAL ESTATE BROKER FAX NO. : 949 661 5993

Feb. 14 2008 10:51AM P4

AUG-28-2004 10:59

CHICAGO TITLE C&I 63

909 324 7854 P.85

1 the close of escrow, which ever occurs first.

2 D. Be responsible for surveying and providing legal descriptions
3 for the 598 acre acquisition site, at least 30 days prior to the close of escrow.

4 3. It is mutually understood and agreed by and between the parties
5 hereto that the right of possession and use of the subject property by County, including
6 the right to remove and dispose of improvements, shall commence upon the close of
7 escrow. The amount shown in Paragraph 1A includes full payment for such possession
8 and use.

9 4. County and Tri-Valley agree that Tri-Valley has a period of up to 5
10 years, commencing upon the execution of the Acquisition Agreement, to gain their
11 entitlements and pay, to the City, a MSHCP mitigation fee of \$472.00 per Economic
12 Development Unit. Tri-Valley is obligated to pay to the County a mitigation fee of
13 \$821.00 per Economic Development Unit, if it develops within the 6 to 10 year period.
14 And finally, Tri-Valley agrees to pay the prevailing mitigation fee for any development
15 that occurs after the 10-year term. County and Tri-Valley agree that Tri-Valley may pre-
16 purchase the mitigation fee for any unit it seeks to develop, at the rates stated herein,
17 even if said unit is not actually developed within the particular window period when the
18 fee is paid. E.g. Tri-Valley may pay the mitigation fee for 100 units during the first 5
19 year period, at \$47,200.00, and develop these 100 units during the 6 to 10 year period
20 without being liable for any further mitigation fee.

21 5. The performance by the County of its obligations under this
22 agreement shall relieve the County of any and all further obligations or claims on
23 account of the acquisition of the property referred to herein.

24 6. The performance by the Grantor of its obligations under this
25 agreement shall relieve the Grantor of any and all further obligations excluding those
26 obligations identified in paragraphs 2.A. and 2.C. above.

27 7. This agreement shall not be changed, modified, or amended except
28 upon the written consent of the parties hereto.

FROM : JIM SAULS REAL ESTATE BROKER FAX NO. : 949 661 5993 Feb. 14 2006 10:51AM P5

AUG-28-2004 10:59

CHICAGO TITLE C&I ES

909 394 7854 P.06

1 8. Grantor, their assigns and successors in interest, shall be bound by
2 all the terms and conditions contained in this agreement, and all the parties thereto shall
3 be jointly and severally liable thereunder.

4 9. County and Grantor agree to use Chicago Title for title and escrow
5 services for this transaction. The contact for Chicago Title is: Erin C. Graeber-Bougle,
6 Vice President National Accounts, 560 East Hospitality Lane, San Bernardino, CA
7 92408.

8 10. County may terminate this agreement in the event any of the
9 following events occur:

10 A. The County, in its sole discretion, does not approve the
11 Phase I Environmental Site Assessment Report.

12 B. The sale price exceeds the fair market value as determined
13 by a County approved appraisal report.

14 C. The County fails to receive sufficient funding to pay for the
15 subject property.

16 The County agrees to give a written notice to Grantor prior to any
17 termination of this agreement by the County.

18 11. The Grantor may terminate this agreement, and have no continuing
19 obligations to County if: (1) it is unable, or in its sole and absolute discretion does not
20 wish, to remove a particular encumbrance from title requested by the County, (2) it is
21 unable, or in its sole and absolute discretion does not wish, to undertake remediation or
22 other action with regard to hazardous materials or other conditions identified by the
23 Phase I Environmental Site Assessment. The Grantor agrees to give prompt written
24 notice to County prior to any termination of this agreement by Grantor. The Grantor
25 also agrees to meet and confer with the County regarding the termination notice, should
26 the County request such a meeting in writing within 5 business days of receipt of the
27 notice. Prior to closing, County shall provide Grantor with reasonable notice of any
28 hazardous materials or other conditions discovered by County.

FROM : JIM SAULS REAL ESTATE BROKER FAX NO. : 949 661 5993 Feb. 14 2006 10:52AM P6

AUG-20-2004 10:59

CHICAGO TITLE C&T ES

929 384 7854 P.87

12. This agreement is the result of negotiations between the parties and is intended by the parties to be a final expression of their understanding with respect to the matters herein contained. This agreement supercedes any and all other prior agreements and understandings, oral or written, in connection therewith. No provision contained herein shall be construed against the County solely because it prepared this agreement in its executed form.

13. This agreement shall not be changed, modified, or amended except upon written consent of the parties hereto. This agreement is not binding until executed by the Chairman of County's Board of Supervisors.

14. Escrow shall close within 90 days of execution of this agreement by all parties.

Dated: 7/18/07

TRI-VALLEY I, A CALIFORNIA
LIMITED PARTNERSHIP

By: Jennifer Chen
General Partner

Dated: FEB 10 2004

COUNTY OF RIVERSIDE

By: BOB WILSON
Chairman
Board of Supervisors

ATTEST:

Clerk of the Board

By: Deputy

APPROVED AS TO FORM:

County Counsel

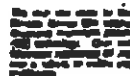
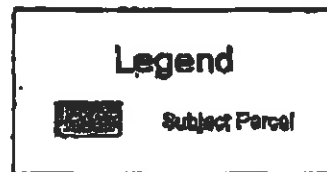
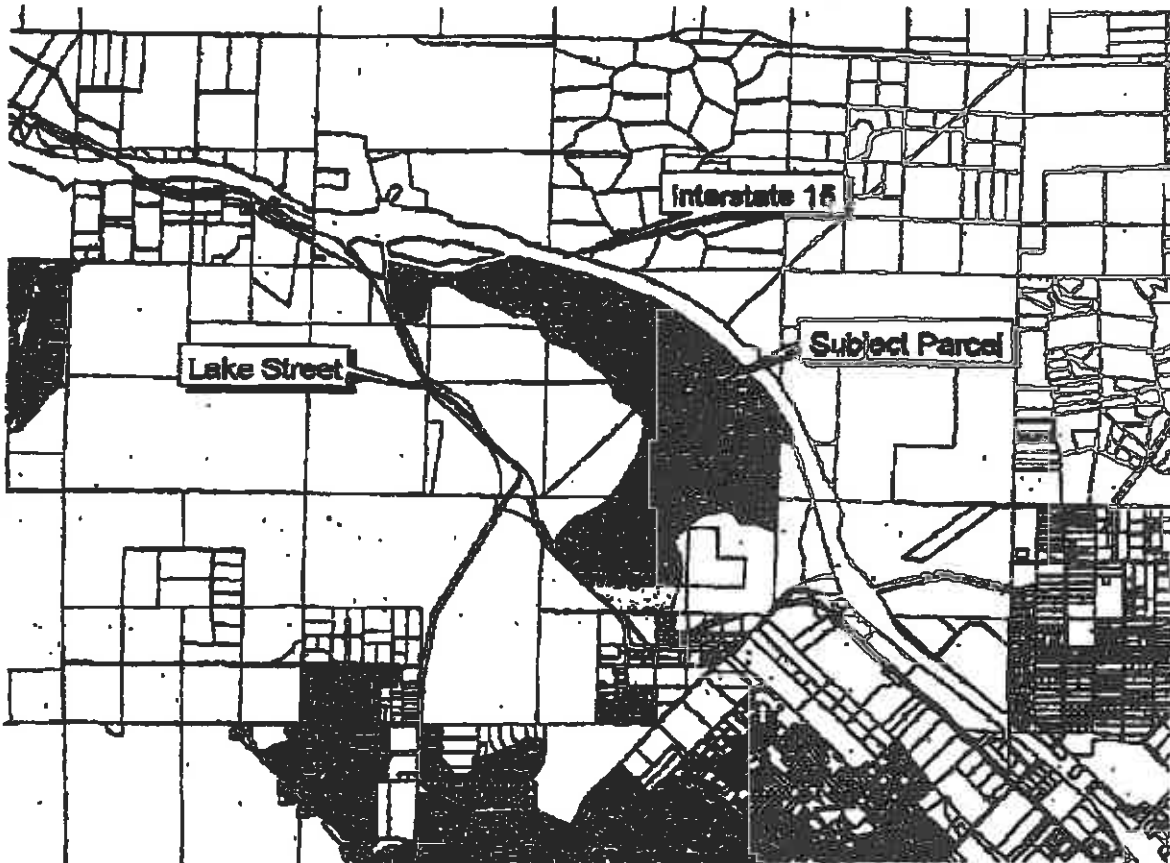
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Tri-Valley I Property



COPY

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF RIVERSIDE, TRI-VALLEY I, AND THE CITY OF LAKE
ELSINORE WITH RESPECT TO 598 ACRES OF PROPERTY IN THE CITY OF LAKE
ELSINORE

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into as of the
10 day of February, 2004, by and among the County of Riverside, a political
subdivision of the State of California, (herein called "County"), Tri-Valley I, a California
corporation (herein called "Tri-Valley"), and the City of Lake Elsinore, a Municipality of
the State of California, (herein called ("City")), with reference to the following facts:

RECITALS

A. Tri-Valley is the fee title property owner of the subject 598 acres of
unimproved real property located both within, and in the vicinity of, the City, as more
fully described in Exhibit "A" attached hereto and incorporated herein, (herein called
"Property").

B. In cooperation with local, state, and federal entities, the County has
prepared and adopted the Western Riverside County Multiple Species Habitat
Conservation Plan (MSHCP) for the acquisition of open space property and the
preservation of the wildlife and their habitats. During the course of the County's
preparation of the MSHCP, it was determined that the Property is located within the
boundaries of the MSHCP and has been identified as containing habitat for the
California Gnatcatcher.

C. The parties represent and acknowledge that they are aware that
the final boundaries of the Property have not yet been finally determined and that the
graphical depiction of such property contained on Exhibit "A", though substantially
accurate as to location, is imprecise as to parcel configuration and legal description. As
soon as the actual property boundaries have been fully established through further
mapping, Tri-Valley will provide the parties with legal descriptions of the actual Property
for their review and approval, which approval shall not be unreasonably withheld.

1 D. The parties have agreed to enter into this MOU in order to
2 memorialize their mutual intentions and agreement concerning the terms of the
3 acquisition.

4 NOW THEREFORE, together with the mutual promises, undertakings and
5 agreements of the parties as hereinafter set forth, the undersigned parties to this MOU
6 hereby agree as follows:

7 1. Location of Tri-Valley's Property. Tri-Valley owns, or has controlling
8 interest, of the Property. It is composed of six (6) separate Assessor parcel numbers
9 and eight (8) separate partial parcel numbers, all contiguous to one another, more fully
10 described in Exhibit "A" attached hereto and incorporated herein. This property is
11 located south and immediately adjacent to Interstate 15 and east of Lake Street.

12 2. Purchase Price. The purchase price to be paid by the County for the
13 subject 598 acres is Five Million One Hundred Sixty Four Thousand Six Hundred and
14 Fifty-Two Dollars (\$5,164,652.00). The Acquisition Agreement is detailed in Exhibit "B"
15 attached hereto and incorporated herein. The Acquisition Agreement is subject to the
16 County receiving and accepting an appraisal report that meets State and Federal
17 standards. The agreed upon purchase price is not inclusive of any and all fees and
18 taxes.

19 3. Environmental Mitigation Fees. In addition to the subject 598 acres being
20 sold to the County, Tri-Valley also owns an additional 392 acres of vacant property
21 adjacent to said property, which it plans to develop (the "Developable Property"), which
22 is also described in Exhibit "A". Tri-Valley understands that it must mitigate its
23 environmental impacts of the 392 acre Developable Property in accordance with
24 Paragraph 3 within. County and Tri-Valley agree that Tri-Valley has a period of up to 5
25 years, commencing upon the execution of the Acquisition Agreement, to gain their
26 entitlements and pay, to the City, a MSHCP mitigation fee of \$472.00 per Economic
27 Development Unit for each residential unit on the Developable Property. Tri-Valley is
28 obligated to pay to the City a mitigation fee of \$821.00 per Economic Development Unit.

1 if it develops the Developable Property within the 6 to 10 year period. And finally, Tri-
2 Valley agrees to pay the prevailing mitigation fee for any development on the
3 Developable Property that occurs after the 10-year term. County and Tri-Valley agree
4 that Tri-Valley may pre-purchase the mitigation fee for any unit it seeks to develop, at
5 the rates stated herein, even if said unit is not actually developed within the particular
6 window period when the fee is paid. E.g. Tri-Valley may pay the mitigation fee for 100
7 units during the first 5-year period, at \$47,200.00 and develop these 100 units during
8 the 6 to 10 year period without being liable for an increased Ordinance 810
9 environmental mitigation fee rate (conservation mitigation fee). In addition to the above,
10 the parties acknowledge that Tri-Valley may use the Property with County's approval,
11 which shall not be unreasonably withheld, whether before or after the County's
12 purchase of the Property, to mitigate impacts to sensitive habitats (including, without
13 limitation, creating, enhancing, or preserving sensitive habitat) in connection with Tri-
14 Valley's development of the Developable Property, including, without limitation, (i) any
15 mitigation necessary to comply with a Clean Water Act Section 404 permit from the U.S.
16 Army Corps of Engineers, a biological opinion and incidental take statement from the
17 U.S. Fish and Wildlife Service, a Clean Water Act Section 401 water quality certification
18 from the California Regional Water Quality Control Board, a California Fish and Game
19 Code Section 1603 streambed alteration agreement from the California Department of
20 Fish and Game, and California Fish and Game Code Section 2081 incidental take
21 permit (collectively, the "Mitigation"). Any physical modification to the Property acquired
22 by the County shall be in accordance with mitigation standards required by the
23 applicable resource agencies requiring such Mitigation.

24 (a) County and Tri-Valley agree that all or portions of the 392 acre
25 Developable Property is located within the designated Criteria Cells of the MSHCP map
26 and that the payment of the above noted fees satisfies any and all City and County
27 required conservation mitigation fees for development of Tri-Valley's 392 acre
28 Developable Property. It is further understood that by paying said conservation

(b) Successors and Assigns. Except as set forth below, the rights and/or obligations under this MOU shall not be transferable or assignable by any party. Notwithstanding the foregoing, Tri-Valley may assign this MOU to any successor in interest of Tri-Valley in connection with a transfer of the Developable Property to such successor.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the date first above written.

COUNTY OF RIVERSIDE

Dated: FEB 10 2004

TEST:
NANCY ROMERO, Clerk

DEPUTY

By:

Chairman
ROY WILSON
Board of Supervisors

CITY OF LAKE ELSINORE

Dated: November 29, 2004

By:

Mayor

TRI-VALLEY I, a California Limited Partnership

Dated:

By:

Name:

Its:

Jennifer Chew

General Partner

(b) Successors and Assigns. Except as set forth below, the rights and/or obligations under this MOU shall not be transferable or assignable by any party. Notwithstanding the foregoing, Tri-Valley may assign this MOU to any successor in interest of Tri-Valley in connection with a transfer of the Developable Property to such successor.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the date first above written.

COUNTY OF RIVERSIDE

Dated: 12-8-04

By: Roy Wilson

Chairman

Board of Supervisors

ROY WILSON

ATTEST:
NANCY ROMERO, Clerk

By: [Signature]
DEPUTY

CITY OF LAKE ELSINORE

Dated: _____

By: _____

Mayor

TRI-VALLEY I, a California Limited Partnership

Dated: 12/13/04

By: Jennifer Chen

Name: Jennifer Chen

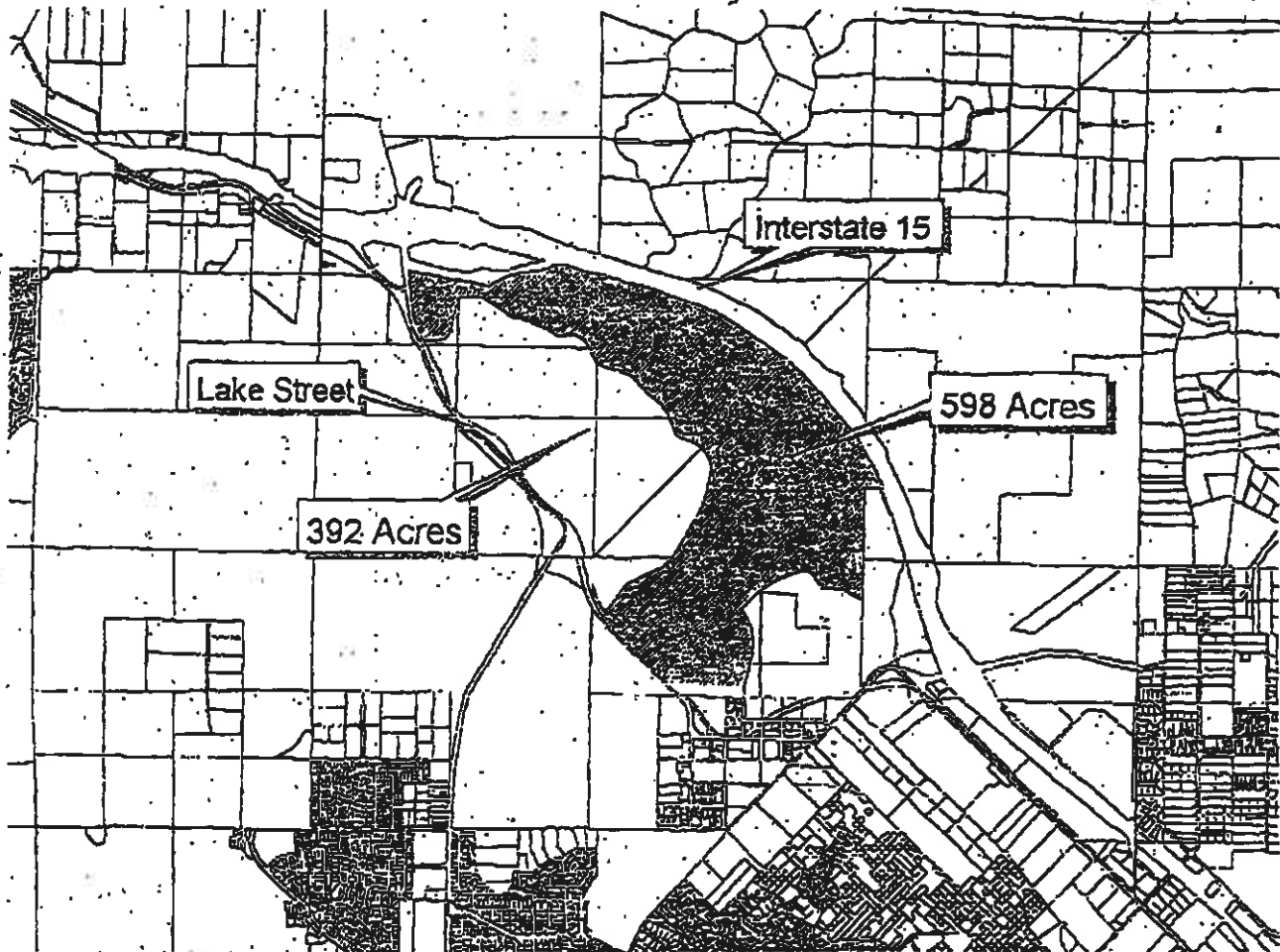
Its: _____

FORM APPROVED
COUNTY COUNSEL

DEC 02 2004

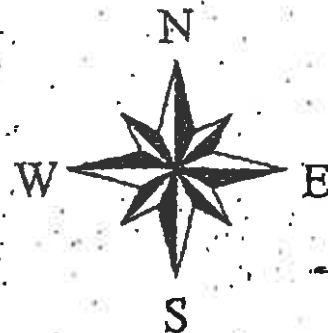
BY: [Signature]
ASSISTANT COUNTY COUNSEL

Tri-Valley I Property



This map was made by the
San Joaquin County GIS using
DigitalGlobe Landsat data from
1992 to 1999. Data and
information contained on this
map is subject to update and
modification.

Exhibit "A"



Project: Tri-Valley, 598 Acres
Parcels: See Exhibit "A"

**"ADDENDUM" TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF RIVERSIDE, TRI-VALLEY I, AND THE CITY OF LAKE
ELSINORE WITH RESPECT TO 598 ACRES OF PROPERTY IN THE CITY OF LAKE
ELSINORE**

This ADDENDUM TO MEMORANDUM OF UNDERSTANDING ("Addendum") is entered into as of 9th day of November, 2004, by and among the County of Riverside, a political subdivision of the State of California (herein referred to as "County"), Tri-Valley I, a California Limited Partnership (herein referred to as "Tri-Valley"), and the City of Lake Elsinore, a municipal corporation (herein referred to as "City"), with reference to the following facts:

RECITALS

A. Tri-Valley is the fee title property owner of the subject 598 acres of unimproved real property located both within, and in the vicinity of, the City, as more fully described in Exhibit "A" attached hereto and incorporated herein (herein referenced as the "Property").

B. City, County and Tri-Valley are in agreement with all terms set forth in the original MEMORANDUM OF UNDERSTANDING dated February 10, 2004 (herein referred to as "MOU"), to which this Addendum is attached and which shall be modified by this Addendum as set forth herein. To the extent there is any conflict between the terms and-or conditions of the MOU and this Addendum, the terms and conditions of this Addendum shall govern. Hereinafter, the MOU and this Addendum shall be collectively referred to as the "MOU."

NOW, THEREFORE, together with the mutual promises, undertaking and agreements of the parties as hereinafter set forth, the undersigned parties agree to addend the MOU as follows:

1 7. As part of the RCIP, the County will be considering the establishment and
2 alignment of a new east-west transportation corridor that will alleviate traffic between
3 Western Riverside County and Orange County. The County, the City, and Tri-Valley
4 understand that the acquisition of the Property by the County will contribute to the City's
5 and RCA's conservation obligations under the MSHCP. The parties are therefore in
6 support of the acquisition of the Property so long as the acquisition does not impede the
7 City's desire or preclude the County's ability to locate a future east-west transportation
8 corridor within the City of Lake Elsinore. The County, upon acquisition of the Property,
9 will not convey or record a conservation easement or otherwise encumber the Property
10 until the earlier of two events occur: (1) an east-west transportation corridor is
11 established by the County under the RCIP; or (2) the expiration of six (6) years from the
12 execution date of this Addendum.

13 8. Within 180 days of the date an east-west transportation corridor is
14 established and prior to the conveyance or recordation of a conservation easement or
15 any other encumbrance to the parcel that could preclude an east-west transportation
16 corridor, the County shall enter into a Property Disposition Agreement ("PDA") with the
17 City of Lake Elsinore that will set forth the terms and conditions of the County's
18 conveyance of a conservation easement over the parcel. The PDA will memorialize the
19 City's land use objectives, compliance with the MSHCP, and cooperation between the
20 County and City. Additionally, the PDA will confirm that: (1) the portion of the Property
21 that will not be permanently affected by the east-west transportation corridor will be
22 subject to a conservation easement, or (2) the entire Property will be subject to a
23 conservation easement upon the expiration of six (6) years and the failure to establish
24 an east-west corridor.

25 **Defining Term:** As used in this MOU, an "established" east-west
26 transportation corridor is one that is supported by information detailed by
27 ordinance, resolution, agreement, or similar writing, by the County of
28

Riverside or other responsible or trustee agency evidencing a commitment to a particular east-west transportation corridor alignment.

III

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

County of Riverside

Dated: 12-8-04

ATTEST:
NANCY ROMERO, Clerk

By: [Signature]
REPRESENTATIVE

By: [Signature]

Chairman, Roy Wilson
Board of Supervisors

APPROVED AS TO FORM:

By: [Signature]

Assistant County Counsel

City of Lake Elsinore

Dated: November 27, 2004

By: [Signature]

Mayor, Tom Buckley

APPROVED AS TO FORM:

By: [Signature]

City Attorney

ATTEST:

By: [Signature]

City Clerk

Tri-Valley I, a California Limited Partnership

By: [Signature]

Jennifer Chen, General Partner

DOC # 2004-1036505

12/30/2004 08:00A Fee:NC

Page 1 of 40

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:T.T. GROUP
606 N. 1ST STREET
SAN JOSE, CA. 95112-5109
ATTN: STEWART FAHMY

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**TEMPORARY OPERATIONS AND PERMANENT MAINTENANCE
EASEMENT AGREEMENT**

This TEMPORARY OPERATIONS AND PERMANENT MAINTENANCE EASEMENT AGREEMENT (this "Agreement") is made as of 12 - 30, 2004 (the "Effective Date") by and between the County of Riverside, a political subdivision of California ("Grantor") and T.T. Group, Inc., a California Corporation ("Grantee").

RECITALS

This Agreement is made with reference to the following facts and objectives:

A. Grantor is the owner of fee simple title to that certain real property located in the City of Lake Elsinore ("City"), County of Riverside ("County"), State of California (the "Grantor Property"), as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. Grantee is the owner of fee simple title to that certain real property located in the City (the "Grantee Property"), as more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. The Grantor Property and Grantee Property (collectively, "Properties") were formerly operated together as a clay mine. In connection with Grantee's development ("Development") of the Grantee Property, Grantee desires (1) temporarily to utilize certain areas on a portion of the Grantor Property (adjacent to the Grantee Property) ("Easement Area"), shown on Exhibit "C," for purposes of mobilization of contractors and subcontractors, commencement of operations for Development, vehicle turnouts, storage, temporary utilities, habitat restoration, creation and/or enhancement, and the like (collectively, "Ancillary Operations") and (2) permanently and non-exclusively to access and use the Grantor Property from time-to-time, as necessary (a) in the event of an emergency requiring such access and use to repair the subadjacent support between the Properties, (b) for the correction of natural defects on the Properties, if they

affect the Development, (c) for the routine maintenance, repair and replacement of and correction of defects in slopes and other improvements on the Grantee Property that are part of the Development, (d) for creation, restoration and/or enhancement of habitats in satisfaction of restoration and management plan requirements approved by the U.S. Fish and Wildlife Service, California Department of Fish and Game and/or the U.S. Army Corps of Engineers (collectively, "Work"), all on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the RECITALS and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Temporary Easement.** Grantor hereby grants to Grantee a temporary easement (the "Temp. Easement") on, over, under, across and through the Easement Area, subject to the following terms and conditions:

1.1 **Term.** The term of the Temp. Easement shall begin on the Effective Date and shall end upon final approval and acceptance of the completed Development by the City, and/or the U.S. Fish and Wildlife Service, and/or the California Department of Fish and Game and/or the U.S. Army Corps of Engineers (the "Temp. Easement Term").

1.2 **Nature and Scope of the Temp. Easement.** During the Temp. Easement Term, Grantee and its agents, contractors, subcontractors, consultants, and employees (collectively with the Grantee, the "Grantee Parties") shall have the non-exclusive right to enter the Easement Area for the purposes described in Recital C (1) deemed necessary by Grantee in connection with Ancillary Operations.

1.3 **Compliance with the Law.** Grantee shall comply with all federal, state and local laws and regulations while conducting the Ancillary Operations, including, but not limited to, the Multi-Species Habitat Conservation Plan for Riverside County.

1.4 **Insurance.** At any time while Grantee is performing Ancillary Operations on the Grantor Property, Grantee shall maintain in full force and effect, at its own expense: (i) workers' compensation insurance required under state law; and (ii) a policy of insurance written by one or more responsible insurance carrier(s) which will include Grantor as an additional insured, insuring against liability for injury to persons and/or property and death of any person or persons occurring in, on or about the Grantor Property arising from Grantee's conduct, with a liability limit of not less than \$1,000,000 for the death or injury of any one person and not less than \$3,000,000 for any one accident and \$500,000 for property damage. Before commencing any Ancillary Operations on the Grantor Property, Grantee shall furnish Grantor with certificates of insurance issued by the appropriate insurance carrier(s) demonstrating compliance with the terms of this Section 1.4 and providing that such insurance shall not be canceled except after thirty (30) days written notice to Grantor.

1.5 Indemnity. Grantee shall indemnify and hold harmless Grantor from and against any and all loss, expense, claim, damage and injury to person or property to the extent caused by the negligent acts of the Grantee Parties on the Grantor Property in connection with the Ancillary Operations contemplated herein.

2. Grant of Permanent Easement. In addition and subject to the rights of Grantee to conduct the Ancillary Operations pursuant to the Temp. Easement as described in Section 1, Grantor hereby irrevocably grants Grantee, to have and to hold in perpetuity, the permanent, non-exclusive easement, as described in Recital C (2), on, over, under, across and through the Easement Area ("Permanent Easement"). The Permanent Easement is both (a) an easement in gross in favor of Grantee which Grantee may partition and/or assign, subject to the approval of Grantor, not unreasonably withheld and (b) an easement appurtenant to the Grantee Property as the dominant tenement, with the Grantor Property as the servient tenement, which shall (i) benefit all successors in interest to all or any portion of the Grantee Property, (ii) bind and burden all successors in interest to all or any portion of Grantor Property and (iii) run with the Properties.

2.1 Maintenance and Repair of Slope. Upon completion of the Work, Grantor shall be solely responsible for the proper maintenance and repair of the entire Easement Area in perpetuity, in a first-class state and condition, and upon any failure to properly perform such maintenance and repair and after notice to cure given as described in Section 5, below, Grantee may take over such maintenance and repair and complete same and Grantor will reimburse 110% of the costs of such work to Grantee within ten (10) days after receipt of written invoices therefor.

3. Restrictions on Use. Without limitation, Grantor shall not:

3.1 No Public Access. Permit public access of any kind within the Easement Area.

3.2 No Structures. Erect, place or maintain, or permit erection, placement or maintenance of any improvement, building or structure on the Easement Area.

3.3 No Mining. Explore for or extract minerals, hydrocarbons, soils or other materials upon, from or under the Easement Area.

3.4 No Dumping. Dump trash, ashes or garbage or other unsightly materials within the Easement Area.

3.5 No Other Inconsistent Uses. Engage in or allow any use of the Easement Area that would interfere with or impair the Work or for any purpose inconsistent with the terms hereof.

4. Conditions of Record. This grant is subject to all rights, covenants, conditions, easements and other matters of record as of the date of execution hereof by Grantor.

5. Failure to Perform Provisions of the Agreement. If either party fails to perform any obligations hereunder, the other party shall provide written notice of such failure. If a cure is not commenced within thirty (30) days after receipt of such notice (and thereafter prosecuted

diligently to completion), the noticing party may bring a suit (or commence any other action at law or equity) to require such cure. Any forbearance by either party hereto to exercise any of such party's rights hereunder in the event of any breach of this Agreement by the other party, or the other party's successors and assigns, shall not be deemed or construed to be a waiver of the first party's rights hereunder in the event of any subsequent breach.

6. **Release of Grantee.** Except for its indemnity obligations described in Section 1.5 for events occurring prior thereto, upon an approved partition and/or assignment described in Section 2(a), above, and/or a sale of all or any portion of the Grantee Property, Grantee shall automatically be released from any and all of its obligations under this Agreement pertaining to (x) the portion of the Permanent Easement partitioned or assigned or (y) the portion of the Grantee Property sold or transferred, as the case may be.

7. **Assignment.** This Agreement may be assigned by Grantee to any entity which will accept such assignment and assume Grantee's obligations hereunder, subject to the approval of Grantor not unreasonably withheld.

8. **Grantor Approvals.** The approvals of Grantor provided for herein shall be given as requested by Grantee if, in Grantor's reasonable judgment, the action by Grantee requiring approval will not materially (a) adversely limit or dilute Grantor's rights and privileges granted in this Agreement or (b) impair Grantor's ability to discharge its duties and obligations hereunder. Any evaluation of a proposed transferee may take into account its financial stability and strength, as well as its reputation in the industry for the quality of its work and reliability. Any request for approval made pursuant to this Agreement shall be conclusively deemed given by Grantor after thirty (30) days receipt of written request therefor, unless Grantor has previously denied ("Denial") such request in writing, specifying in reasonable detail the reasons for such Denial, and affording Grantee an opportunity to meet with Grantor, discuss the reasons given for such Denial and attempt to resolve the issues raised thereby.

9. **Other Liens.** The easement granted herein shall be at all times prior and superior to the lien of any mortgage or deed of trust in any way affecting the Easement Area. Grantor agrees to execute or obtain such agreements or instruments in recordable form, as may be reasonably required by Grantee for the purpose of evidencing the superiority of this easement.

10. **Notice.** Any notice required to be given under this Agreement or otherwise provided by any party shall be deemed delivered upon receipt or refusal to accept delivery and may be provided by telecopier or e-mail with confirmation or by overnight mail to the following representatives of the parties:

If to Grantor:

County of Riverside
P.O. Box 1180
Riverside CA 92502-3813
Economic Development Agency
 Attn: Brad Hudson
 Fax: 951-955-6686
 E-mail: _____

If to Grantee:

T.T. Group
606 N. 1st Street
San Jose, CA 95112-5109
 Attn: Stanley Foley
 Fax: (408) 351-4710
 E-mail: Stanley.Foley.com

11. **Partial Invalidity.** If any provision of this Agreement is declared invalid for any reason, the Temp. Easement and Permanent Easement shall, nonetheless, remain in full force and effect.

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original but of which, taken together, shall be one agreement.

13. **Entire Agreement.** This Agreement is executed in conjunction with a Memorandum of Understanding among the parties, dated _____, to which it is Exhibit "C," but otherwise constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties, whether written or oral, are hereby superseded and merged herein. No amendment, supplement or modification of this Agreement shall be binding unless executed in writing by the parties and recorded in the Official Records for the County of Riverside. No waiver shall be binding unless executed in writing by the party making the waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

14. **Sole Benefit.** Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than Grantor and Grantee, and their representatives, partners, successors, assigns, transferees, agents, employees and attorneys, and legal or equitable right, remedy or claim under or in respect to this Agreement.

15. **Attorneys' Fees.** If a dispute should arise between the parties arising out of, relating to or in connection with this Agreement, the prevailing party shall be reimbursed for all reasonable expenses incurred in resolving such dispute, including attorneys' fees and including those incurred in connection with the voluntary or involuntary bankruptcy of a party.

16. **Time.** Time is of the essence of each and every provision (and/or obligation of the parties) in this Agreement.

17. **Contractual Uncertainties.** The parties waive the effect of California Civil Code Section 1654 which interprets uncertainties in a contract against the party which drafted the contract. Both parties were represented by their own independent counsel who participated in drafting this Agreement.

18. **Gender and Number.** In this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and plural include one another, as appropriate.

19. **Covenants Running With the Land.** The covenants, restrictions, easements, provisions, rights and obligations (collectively, "Covenants") contained in this Agreement shall run and pass with, and benefit and burden, each and every portion of the Grantor Property and the Grantee Property, in the manner described in this Agreement; and shall bind the parties and their successors and assigns of and to any portion of the Grantor Property and/or Grantee Property, respectively, and be enforceable by any of them, except to the extent provided in Section 20 below. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Grantor Property and/or the Grantee Property shall be conclusively deemed to have consented and agreed to each and all of such Covenants contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest therein.

20. ***User Release.** Upon the sale, lease or other conveyance (but not a conveyance as security for a debt, e.g., pursuant to a trust deed or mortgage) of any lot (including condominiums) subdivided from the Grantee Property, or of any improvements constructed thereon ("Lot"), to a residential, commercial, industrial or other user that is not controlled or owned by, owning or controlling, or under common ownership or control with such transferor or assignor ("User"), the obligations and duties of Grantee and any successors/assigns delineated herein shall automatically terminate and be of no further force and effect with respect to such Lot and User, without any further action by the parties. A User shall not include (a) the transferee, assignee or ground lessee of any Lot owned or leased by a developer or other person or entity for further development and sale, lease or conveyance to the public, or (b) any public or governmental agency. This Agreement shall otherwise remain in full force and effect according to its terms, and no such release shall relieve the transferor or assignor of its duties hereunder. A User shall specifically include any person or entity entitled to receive by reason of such conveyance a Subdivision Public Report pursuant to California Business and Professions Code Section 11018.2 (or any similar statute hereafter in effect).

[* The obligations of Grantee need to be automatically released when any portion of the Grantee Property is developed and transferred to the ultimate user; the California Department of Real Estate will require this.]

IN WITNESS WHEREOF, Grantor and Grantee have executed Agreement as of the date first written above.

GRANTOR:

ATTEST:

NANCY ROMERO, Clerk

[Signature]
NED/TV

a

By:

ROY WILSON

[Signature]
CHAIRMAN, BOARD OF SUPERVISORS

GRANTEE:

a

By:

[Signature]
Jennifer Chen

NOTE: The signatures need to be acknowledged (for recording purposes).

FORM APPROVED
COUNTY COUNSEL

NOV 22 2004

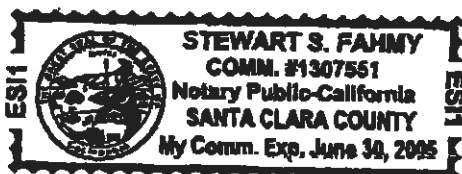
BY

[Signature]
ASSISTANT COUNTY COUNSEL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of Santa Clara
 On October 15th before me, STEWART S. FAHMY
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared JENNIFER CHEN
Name(s) of Signer(s)

☐ personally known to me – OR – ☐ 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.



WITNESS my hand and official seal.

[Signature]
 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
 OF SIGNER
 Top of thumb here

Signer Is Representing:

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
 OF SIGNER
 Top of thumb here

Signer Is Representing:

EXHIBIT A

Grantor Property

Legal Description and Map

(See Attached)

EXHIBIT "A"

That portion of Sections 15, 22, 23, 24 and 26, Township 5 South, Range 5 West, San Bernardino meridian in the County of Riverside, State of California, according to the official plat thereof, described as follows:

Commencing at the northwest corner of said section 26; thence south $89^{\circ}05'03''$ east on the north line of said Section 26, 1042.70 feet to the **True Point of Beginning**;

thence North $41^{\circ}37'29''$ East 175.07 feet;

thence North $86^{\circ}03'32''$ East 322.53 feet;

thence North $84^{\circ}08'08''$ East 215.58 feet;

thence North $29^{\circ}38'22''$ East 375.65 feet;

thence North $22^{\circ}47'57''$ East 343.25 feet;

thence North $16^{\circ}21'28''$ East 814.59 feet;

thence North $24^{\circ}50'47''$ East 164.28 feet;

thence North $2^{\circ}44'53''$ West 126.72 feet;

thence North $37^{\circ}52'55''$ West 220.30 feet;

thence North $61^{\circ}05'29''$ West 221.76 feet;

thence North $68^{\circ}50'06''$ West 440.81 feet;

thence North $19^{\circ}59'07''$ East 397.34 feet;

thence North $14^{\circ}46'29''$ West 134.01 feet;

thence North $28^{\circ}33'43''$ West 306.17 feet;

thence North $80^{\circ}13'05''$ West 472.02 feet;

thence North $46^{\circ}52'49''$ West 124.75 feet;

thence North $66^{\circ}32'19''$ West 110.04 feet;

thence North $24^{\circ}32'42''$ West 109.26 feet;

thence North $45^{\circ}15'05''$ West 282.27 feet;

EXHIBIT "A"

thence North 75°01'37" West 447.21 feet;
thence North 19°45'52" West 450.39 feet;
thence North 58°17'49" West 368.89 feet;
thence South 75°09'21" West 529.98 feet;
thence North 2°49'18" West 81.54 feet;
thence North 57°38'09" East 228.51 feet;
thence North 31°09'13" East 236.83 feet;
thence North 21°14'17" West 269.17 feet;
thence North 44°01'13" West 368.85 feet;
thence South 50°49'26" West 195.23 feet;
thence South 46°06'48" West 69.28 feet;
thence South 82°12'58" West 51.78 feet;
thence North 53°40'42" West 248.70 feet;
thence North 85°45'54" West 150.54 feet;
thence South 7°47'25" West 217.01 feet;
thence South 10°04'01" East 316.83 feet;
thence South 31°23'11" West 187.10 feet;
thence North 65°14'28" West 176.56 feet;
thence South 59°27'28" West 154.25 feet;
thence South 6°56'16" East 73.13 feet;
thence North 89°34'46" West 159.24 feet;
thence North 40°47'03" West 542.63 feet;
thence North 5°13'20" West 109.40 feet;

EXHIBIT "A"

thence North $88^{\circ}44'12''$ West 303.21 feet;

thence South $0^{\circ}07'21''$ West 179.56 feet;

thence South $88^{\circ}54'45''$ West 216.92 feet;

thence South $0^{\circ}45'26''$ West 464.53 feet;

thence South $85^{\circ}30'18''$ West 59.88;

thence North $89^{\circ}28'41''$ West 374.34 feet to a point in the easterly right-of-way line of Lake Street (60 feet in width), said point also being a non-tangent curve concave northeasterly having a radius of 1953.68 feet, a radial line to said point bears South $64^{\circ}14'33''$ West;

The following 5 courses are along the easterly right-of-way line of the above referenced Lake Street as shown on Record of Survey filed in Book 88, Pages 76 through 82, inclusive, records of said County and State.

1. thence northerly 660.46 feet along said curve through a central angle of $19^{\circ}22'10''$;
2. thence non-tangent from said curve North $6^{\circ}24'08''$ West 275.80 feet;
3. thence North $4^{\circ}08'31''$ West 152.12 feet;
4. thence North $83^{\circ}35'52''$ East 17.00 feet;
5. thence North $6^{\circ}08'03''$ West 200.06 feet to a point in the southerly right-of-way line of the I-15 Freeway as shown on Record of Survey filed in Book 88, Pages 76 through 82;

The following 13 courses are along the southerly right-of-way of the above referenced I-15 Freeway.

1. thence South $79^{\circ}57'03''$ East 405.96 feet;
2. thence South $78^{\circ}16'06''$ East 551.27 feet;
3. thence South $78^{\circ}16'31''$ East 78.83 feet;
4. thence South $80^{\circ}37'29''$ East 573.60 feet;
5. thence North $59^{\circ}50'40''$ East 396.42 feet;
6. thence North $80^{\circ}15'28''$ East 760.07 feet;

EXHIBIT "A"

7. thence North 8°59'18" West 65.00 feet to a non-tangent curve concave southerly having a radius of 500.00 feet, a radial line to said point bears North 12°39'02" West;
8. thence easterly 237.93 feet along said curve through a central angle of 27°15'52";
9. thence tangent from said curve South 75°23'10" East 558.32 feet;
10. thence North 14°08'05" East 16.53 feet;
- 11. thence South 75°44'11" East 149.52 feet;
12. thence South 0°27'06" West 100.38 feet;
13. thence South 89°32'28" East 386.15 feet to a point in southerly line of Parcel 2 of that line described in Instrument No. 72638, recorded April 17, 1978;

thence along the southerly line of said Parcel 2, South 74°22'06" East, 326.27 feet;

thence continuing along the southerly line of said Parcel 2, South 81°09'10" East 100.44 feet to a point in the southerly right-of-way line of the I-15 Freeway as shown on said Record of Survey;

thence along said southerly right-of-way line, South 72°17'12" East 1085.96 feet to a point in southerly line of Parcel 1 of that line described in said Instrument No. 72638, said point also being the beginning of a tangent curve concave southwesterly having a radius of 3000.25 feet;

The following 7 courses are along the southerly right-of-way of the above referenced Parcel 1.

1. thence southeasterly 652.85 feet along said curve through a central angle of 12°28'03";
2. thence tangent from said curve South 59°49'09" East 726.79 feet to a tangent curve concave southwesterly having a radius of 2000.17 feet;
3. thence southeasterly 245.97 feet along said curve through a central angle of 7°02'45";
4. thence tangent from said curve South 52°46'24" East 598.04 feet to a tangent curve concave southwesterly having a radius of 2500.21 feet;
5. thence southeasterly 311.74 feet along said curve through a central angle of 7°08'38";
6. thence tangent from said curve South 45°37'46" East 405.32 feet to a tangent curve concave southwesterly having a radius of 2500.21 feet;

EXHIBIT "A"

7. thence southeasterly 339.69 feet along said curve through a central angle of $7^{\circ}47'04''$ to a point in the southerly right-of-way line of the I-15 Freeway as shown on said Record of Survey;

The following 5 courses are along the southerly right-of-way of the above referenced -15 Freeway as shown on said Record of Survey.

1. thence tangent from said curve South $37^{\circ}50'42''$ East 771.79 feet to a tangent curve concave southwesterly having a radius of 2500.21 feet;
2. thence southeasterly 259.91 feet along said curve through a central angle of $5^{\circ}57'22''$;
3. thence tangent from said curve South $31^{\circ}53'20''$ East 383.39 feet to a tangent curve concave southwesterly having a radius of 1500.13 feet;
4. thence southeasterly 241.09 feet along said curve through a central angle of $9^{\circ}12'30''$;
5. thence tangent from said curve South $22^{\circ}40'50''$ East 374.56 feet to an intersection with the south line of the northwest quarter of the southwest quarter of said Section 24;

thence leaving said Right-of-way line, North $88^{\circ}20'57''$ West 357.96 feet on said south line of the northwest quarter of the southwest quarter of said Section 24, to a point in the easterly line of said Section 23;

thence along said easterly line South $1^{\circ}20'28''$ West 1340.26 feet to the southeast corner of said Section 23, said corner also being the northeast corner of said Section 26;

thence along the easterly line of Section 26, South $1^{\circ}12'46''$ West 770.75 feet to a point in the northerly line of Parcel 3 of Lot Line Adjustment 89-12, recorded as instrument number 266712, recorded July 19, 1990, records of said County and State;

The following 13 courses are along the boundary of said Parcel 3.

1. thence leaving said easterly line, North $59^{\circ}03'46''$ West 484.08 feet;
2. thence South $89^{\circ}19'54''$ West 381.55 feet;
3. thence North $35^{\circ}26'06''$ West 352.32 feet;
4. thence North $67^{\circ}36'36''$ West 129.00 feet;

EXHIBIT "A"

5. thence South $51^{\circ}55'34''$ West 116.00 feet to a non-tangent curve concave northerly having a radius of 2196.00 feet, a radial line to said point bears South $20^{\circ}01'26''$ East;
6. thence westerly 286.39 feet along said curve through a central angle of $7^{\circ}28'20''$ to a non-tangent curve concave southeasterly having a radius of 1883.00 feet a radial line to said point that bears North $22^{\circ}01'26''$ West;
7. thence southwesterly 821.71 feet along said curve through a central angle of $25^{\circ}00'10''$;
8. thence non-tangent from said curve South $47^{\circ}46'49''$ West 196.14 feet;
9. thence South $50^{\circ}20'30''$ West 33.00 feet to a non-tangent curve concave westerly having a radius of 1000.00 feet, a radial line to said point bears North $50^{\circ}20'30''$ East;
10. thence southerly 937.41 feet along said curve through a central angle of $53^{\circ}42'34''$;
11. thence tangent from said curve South $14^{\circ}03'04''$ West 494.07 feet to a tangent curve concave easterly having a radius of 1400.00 feet;
12. thence southerly 312.97 feet along said curve through a central angle of $12^{\circ}48'30''$;
13. thence tangent from said curve South $1^{\circ}14'34''$ West 6.57 feet to a point in the southerly line of the northeast quarter of said Section 26;

thence along said southerly line, North $89^{\circ}10'04''$ West 369.15 feet to the center of said Section 26;

thence along the southerly line of the northwest quarter of said Section 26, North $88^{\circ}45'16''$ West 844.24 feet to a point in the southerly line of Parcel 2 of said Lot Line Adjustment 89-12, said point also being a non-tangent curve concave northeasterly having a radius of 1600.00 feet, a radial line to said point bears South $44^{\circ}10'59''$ West;

thence continuing along the southerly line of said Parcel 2, northwesterly 97.75 feet along said curve through a central angle of $3^{\circ}30'02''$;

thence continuing along the southerly line of said Parcel 2, tangent from said curve North $42^{\circ}18'59''$ West 2083.15 feet;

thence leaving the southerly line of said Parcel 2, North $32^{\circ}56'55''$ East 484.44 feet;

thence North $43^{\circ}06'11''$ East 169.95 feet;

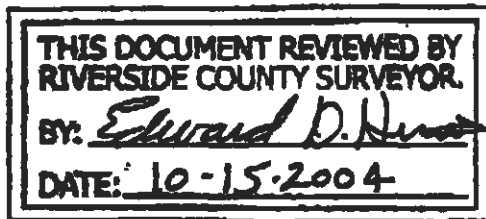
EXHIBIT "A"

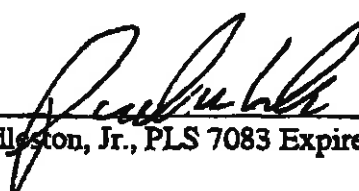
thence North 33°14'54" East 320.81 feet;

thence North 41°37'29" East 322.82 feet to the True Point of Beginning.

As shown on Exhibit "B", attached hereto and made a part hereof.

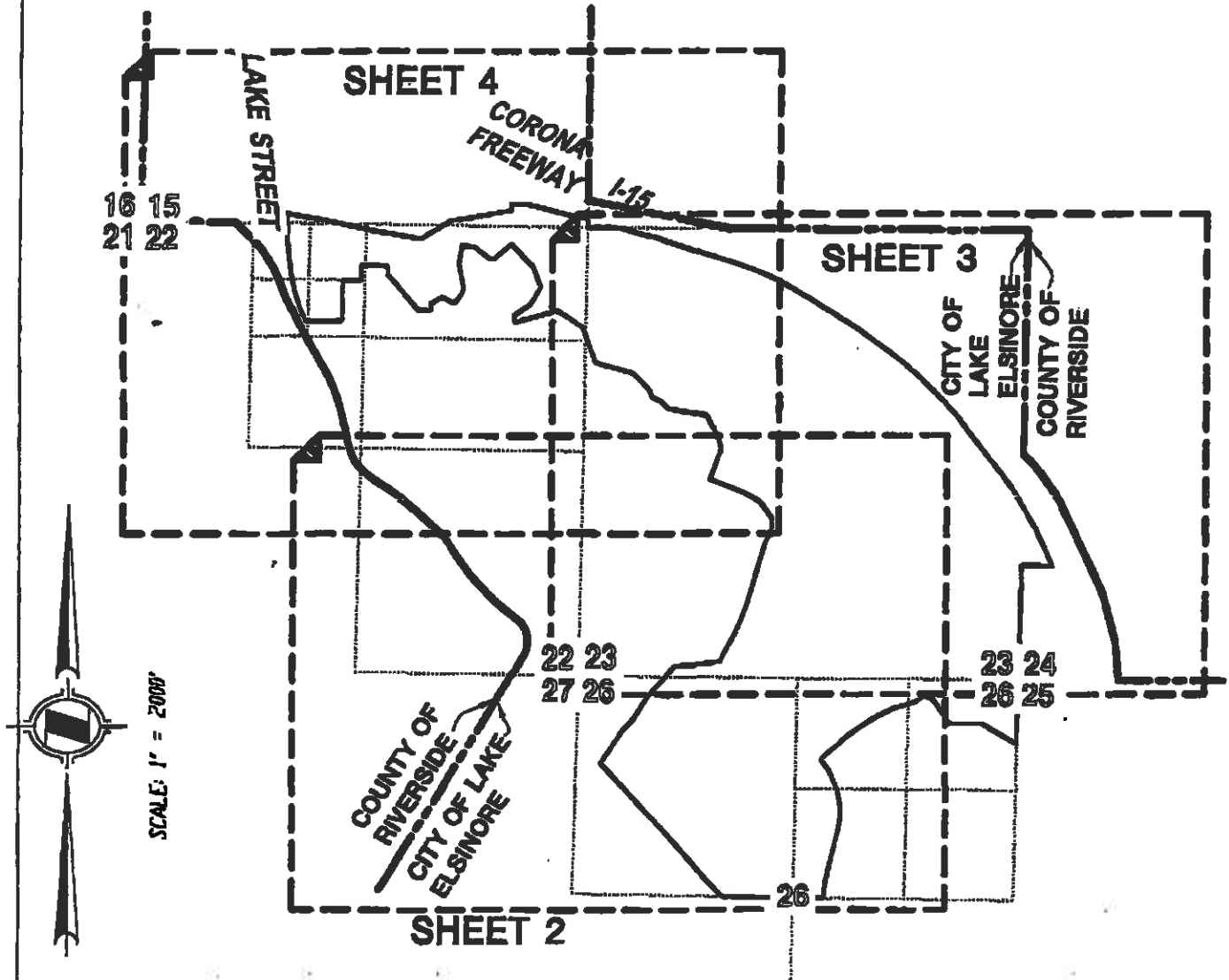
Containing 598.00 acres more or less.





Paul R. Huddleston, Jr., PLS 7083 Expires 12/31/06 Date

EXHIBIT "B"



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 8, NAD 83, ADJUSTMENT AS DETERMINED LOCALLY BY THE LINE BETWEEN NGS CONTROL STATIONS "ALBER" AND "WALKER" SHOWN HEREON AS NORTH 52°25'32" WEST.

SHEET INDEX

PROPERTY DESCRIPTION:

A portion of Sections 15, 22, 23, 24 & 26, Township 5 South, Range 6 West, San Bernardino Meridian in the County of Riverside, State of California, according to the official plat thereof.

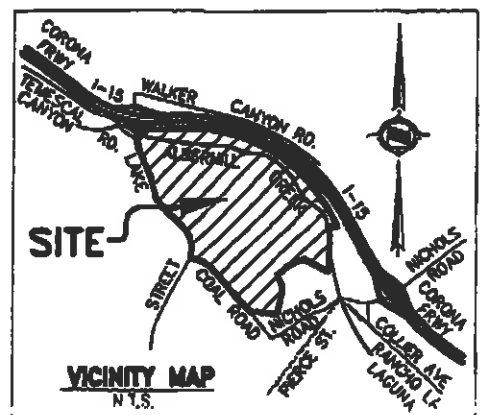


PAUL R. HUDDLESTON JR., PLS 7083 EXPIRES: 12/31/06



HUNSAKER & ASSOCIATES
IRVINE, INC
INLAND EMPIRE REGION
 2900 ADAMS STREET, SUITE A-15
 RIVERSIDE CA 92504 (951) 527-7200

PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS



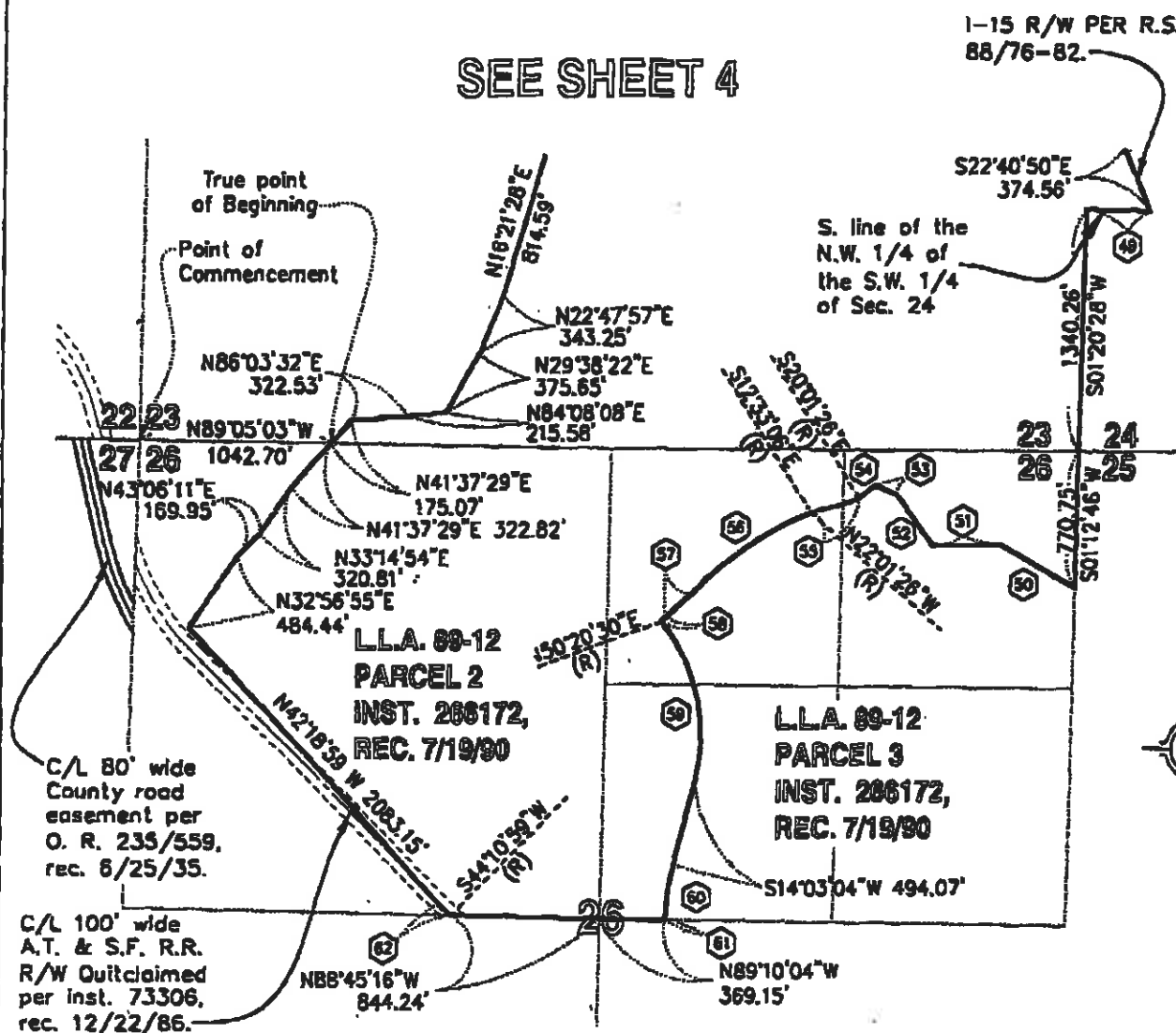
SEC.15, 22, 23, 24, 26 & 27, T5S, R5W, S8B&M

EXHIBIT "B"

DATE PREPARED: MAY, 2004

SHEET 2 OF 4 SHEETS

SEE SHEET 4



CURVE TABLE

	BEARING/Delta	RADIUS	LENGTH	TANGENT
55	07°28'20"	2196.00'	286.39'	143.40'
56	25°00'10"	1883.00'	821.71'	417.50'
59	53°42'34"	1000.00'	937.41'	506.34'
60	12°48'30"	1200.00'	312.97'	157.14'
62	03°30'02"	1600.00'	97.75'	48.90'

LINE TABLE

	BEARING	DISTANCE
49	N88°20'57"W	357.96'
50	N59°03'46"W	484.08'
51	S89°19'54"W	381.55'
52	N35°26'06"W	352.32'
53	N67°36'36"W	129.00'
54	S51°55'34"W	116.00'
57	S47°46'49"W	196.14'
58	S50°20'30"W	33.00'
61	S01°14'34"W	6.57'



HUNSAKER & ASSOCIATES
IRVINE, INC

INLAND EMPIRE REGION

2900 ADAMS STREET, SUITE A-15
RIVERSIDE CA 92504 (909)352-7200

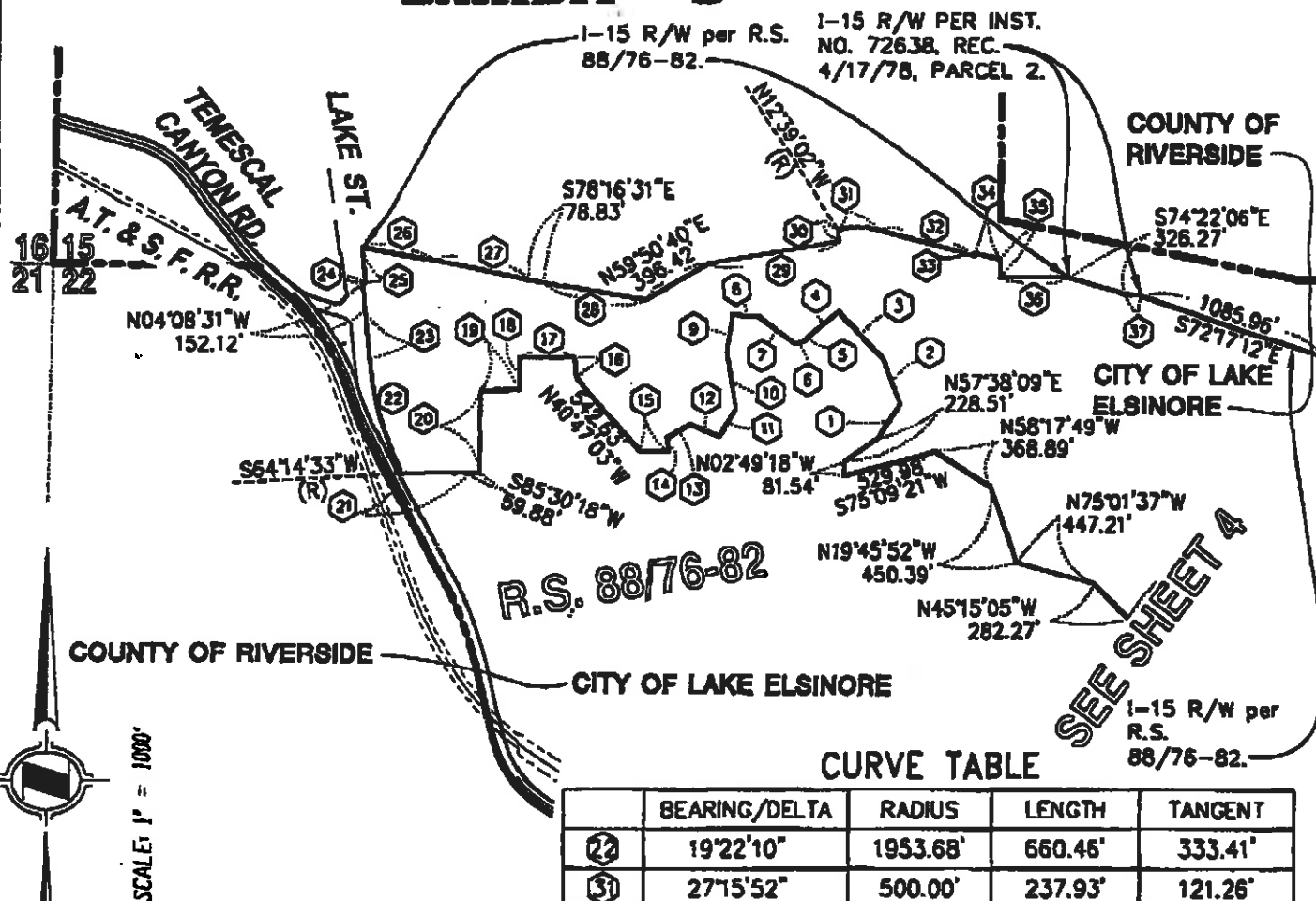
PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

SEC.15, 22, 23, 24, 26 & 27, T5S, R5W, SBB&M

DATE PREPARED: MAY, 2004

EXHIBIT "B"

SHEET 3 OF 4 SHEETS

**CURVE TABLE**

	BEARING/DELTA	RADIUS	LENGTH	TANGENT
22	19°22'10"	1953.68'	660.45'	333.41'
31	27°15'52"	500.00'	237.93'	121.26'

LINE TABLE

	BEARING	DISTANCE
1	N31°09'13"E	236.83'
2	N21°14'17"W	269.17'
3	N44°01'13"W	368.85'
4	S50°49'26"W	195.23'
5	S46°06'48"W	69.28'
6	S82°12'58"W	51.78'
7	N53°40'42"W	248.70'
8	N85°45'54"W	150.54'
9	S07°47'25"W	217.01'
10	S10°04'01"E	316.83'
11	S31°23'11"W	187.10'
12	N65°14'28"W	176.56'
13	S59°27'28"W	154.25'
14	S06°56'16"E	73.13'
15	N89°34'46"W	159.24'
16	N05°13'20"W	109.40'

LINE TABLE

	BEARING	DISTANCE
17	N88°44'12"W	303.21'
18	S00°07'21"W	179.56'
19	S88°54'45"W	216.92'
20	S00°45'26"W	464.53'
21	N89°28'41"W	374.34'
23	N06°24'08"W	275.80'
24	N83°35'52"E	17.00'
25	N06°08'03"W	200.06'
26	S79°57'03"E	405.96'
27	S78°16'06"E	551.27'
28	S80°37'29"E	573.60'
29	N80°15'28"E	760.07'
30	N08°59'18"W	65.00'
32	S75°23'10"E	558.32'
33	N14°08'05"E	16.53'
34	S75°44'11"E	149.52'
35	S00°27'06"W	100.38'
36	S89°32'28"E	386.15'
37	S81°09'10"E	100.44'



HUNSAKER & ASSOCIATES
IRVINE, INC
INLAND EMPIRE REGION

2000 ADAMS STREET, SUITE A-15
 RIVERSIDE CA 92504 19091352-7200

PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

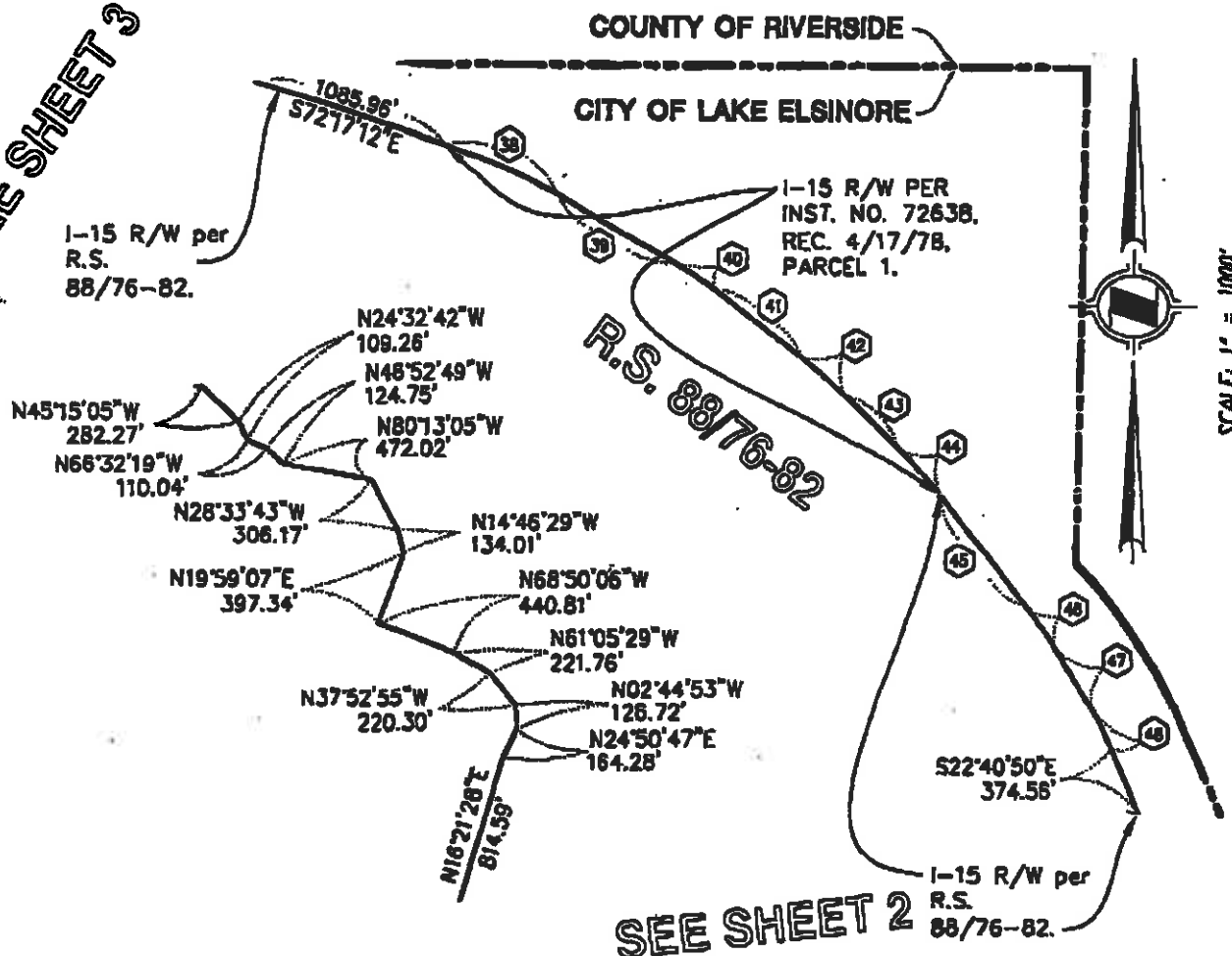
SEC. 15, 22, 23, 24, 26 & 27, T5S, R5W, SBB&M

EXHIBIT "B"

DATE PREPARED: MAY, 2004

SHEET 4 OF 4 SHEETS

SEE SHEET 3



CURVE TABLE

	BEARING/DELTA	RADIUS	LENGTH	TANGENT
38	12°28'03"	3000.25'	652.85'	327.72'
40	07°02'45"	2000.17'	245.97'	123.14'
42	07°08'38"	2500.21'	311.74'	156.07'
44	07°47'04"	2500.21'	339.69'	170.11'
46	05°57'22"	2500.21'	259.91'	130.07'
48	09°12'30"	1500.13'	241.09'	120.81'

LINE TABLE

	BEARING	DISTANCE
39	S59°49'09"E	726.79'
41	S52°46'24"E	598.04'
43	S45°37'46"E	405.32'
45	S37°50'42"E	771.79'
47	S31°53'20"E	383.39'



HUNSAKER & ASSOCIATES
IRVINE, INC
INLAND EMPIRE REGION
 2900 ADAMS STREET, SUITE A-15
 RIVERSIDE CA 92504 (909) 357-7200

PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

THIS DOCUMENT REVIEWED BY
 RIVERSIDE COUNTY SURVEYOR

BY: *Edward D. Hunsaker*

DATE: 10-15-2004

EXHIBIT B

Grantee Property

Legal Description and Map

(See Attached)

EXHIBIT "B"

That portion of Sections 22, 23, 26 and 27, Township 5 South, Range 5 West, San Bernardino meridian in the County of Riverside, State of California, according to the official plat thereof, described as follows:

Commencing at the northwest corner of said section 26; thence south 89°05'03" east on the north line of said Section 26, 1042.70 feet to the True Point of Beginning;

thence North 41°37'29" East 175.07 feet;

thence North 86°03'32" East 322.53 feet;

thence North 84°08'08" East 215.58 feet;

thence North 29°38'22" East 375.65 feet;

thence North 22°47'57" East 343.25 feet;

thence North 16°21'28" East 814.59 feet;

thence North 24°50'47" East 164.28 feet;

thence North 2°44'53" West 126.72 feet;

thence North 37°52'55" West 220.30 feet;

thence North 61°05'29" West 221.76 feet;

thence North 68°50'06" West 440.81 feet;

thence North 19°59'07" East 397.34 feet;

thence North 14°46'29" West 134.01 feet;

thence North 28°33'43" West 306.17 feet;

thence North 80°13'05" West 472.02 feet;

thence North 46°52'49" West 124.75 feet;

thence North 66°32'19" West 110.04 feet;

thence North 24°32'42" West 109.26 feet;

thence North 45°15'05" West 282.27 feet;

EXHIBIT "B"

thence North 75°01'37" West 447.21 feet;
thence North 19°45'52" West 450.39 feet;
thence North 58°17'49" West 368.89 feet;
thence South 75°09'21" West 529.98 feet;
thence North 2°49'18" West 81.54 feet;
thence North 57°38'09" East 228.51 feet;
thence North 31°09'13" East 236.83 feet;
thence North 21°14'17" West 269.17 feet;
thence North 44°01'13" West 368.85 feet;
thence South 50°49'26" West 195.23 feet;
thence South 46°06'48" West 69.28 feet;
thence South 82°12'58" West 51.78 feet;
thence North 53°40'42" West 248.70 feet;
thence North 85°45'54" West 150.54 feet;
thence South 7°47'25" West 217.01 feet;
thence South 10°04'01" East 316.83 feet;
thence South 31°23'11" West 187.10 feet;
thence North 65°14'28" West 176.56 feet;
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thence North 40°47'03" West 542.63 feet;
thence North 5°13'20" West 109.40 feet;

EXHIBIT "B"

thence North $88^{\circ}44'12''$ West 303.21 feet;

thence South $0^{\circ}07'21''$ West 179.56 feet;

thence South $88^{\circ}54'45''$ West 216.92 feet;

thence South $0^{\circ}45'26''$ West 464.53 feet;

thence South $85^{\circ}30'18''$ West 59.88 feet;

thence North $89^{\circ}28'41''$ West 374.34 feet to a point lying on the easterly right-of-way of Lake Street (60 feet in width), as granted to the County of Riverside by deed recorded September 3, 1924, recorded in Book 544, Page 315 of deeds, said point also being the beginning of a non-tangent curve concave northeasterly having a radius of 1953.68 feet, a radial line to said point bears South $64^{\circ}14'33''$ West;

The following 8 courses are along the easterly right-of-way line of the above referenced Lake Street as shown on Record of Survey filed in Book 88, Pages 76 through 82, inclusive, records of said County and State.

1. thence southerly 129.83 feet along said curve through a central angle of $3^{\circ}48'27''$;
2. thence non-tangent from said curve South $60^{\circ}26'55''$ West 13.85 feet;
3. thence South $28^{\circ}25'28''$ East 66.75 feet;
4. thence North $89^{\circ}08'27''$ West 2.94 feet;
5. thence South $28^{\circ}40'27''$ East 398.10 feet to a tangent curve concave westerly having a radius of 2322.00 feet;
6. thence southerly 611.28 feet along said curve through a central angle of $15^{\circ}05'00''$;
7. thence tangent from said curve South $13^{\circ}35'27''$ East 400.14 feet to a tangent curve concave northeasterly having a radius of 543.00 feet;
8. thence southeasterly 192.19 feet along said curve through a central angle of $20^{\circ}16'45''$ to a point in the westerly line of the southeast quarter of said Section 22;

thence along said westerly line, non-tangent from said curve South $1^{\circ}05'52''$ West 54.07 feet to a point in the northerly line of Parcel F of Lot Line Adjustment 2911, recorded as instrument number 330783, recorded September 26, 1989, records of said County and State, said point being a non-tangent curve concave northeasterly having a radius of 1650.00 feet, a radial line to said point bears South $54^{\circ}11'27''$ West;

EXHIBIT "B"

The following 4 courses are along the boundary of said Parcel F.

1. thence southeasterly 343.30 feet along said curve through a central angle of $11^{\circ}55'15''$;
2. thence tangent from said curve South $47^{\circ}43'48''$ East 1260.77 feet to a tangent curve concave westerly having a radius of 1550.00 feet;
3. thence southerly 1502.55 feet along said curve through a central angle of $55^{\circ}32'31''$ to a point in the northerly line of said Section 27;
4. thence non-tangent from said curve, North $89^{\circ}06'00''$ West 5.06 feet along said northerly section line and parcel line to a point in the westerly line of Parcel 2 of Lot Line Adjustment 89-12, recorded as instrument number 266712, recorded July 19, 1990, records of said County and State, said point also being the beginning of a non-tangent curve concave westerly having a radius of 1545.00 feet, a radial line to said point bears South $82^{\circ}19'46''$ East;

The following 4 courses are along the boundary of said Parcel 2.

1. thence southerly 231.18 feet along said curve through a central angle of $8^{\circ}34'23''$;
2. thence non-tangent from said curve South $73^{\circ}45'23''$ East 288.30 feet to a tangent curve concave southwesterly having a radius of 1600.00 feet;
3. thence southeasterly 877.97 feet along said curve through a central angle of $31^{\circ}26'24''$;
4. thence tangent from said curve South $42^{\circ}18'59''$ East 414.58 feet;

thence leaving said boundary, North $32^{\circ}56'55''$ East 484.44 feet;

thence North $43^{\circ}06'11''$ East 169.95 feet;

thence North $33^{\circ}14'54''$ East 320.81 feet;

thence North $41^{\circ}37'29''$ East 322.82 feet to the **True Point of Beginning**.

As shown on Exhibit "B-1", attached hereto and made a part hereof.

Containing 400.29 acres more or less.

EXHIBIT "B"




Paul R. Huddleston, Jr., PLS 7083 Expires 12/31/06 12/29/04
Date

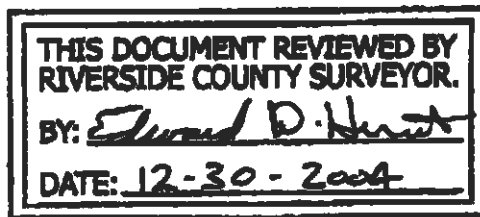
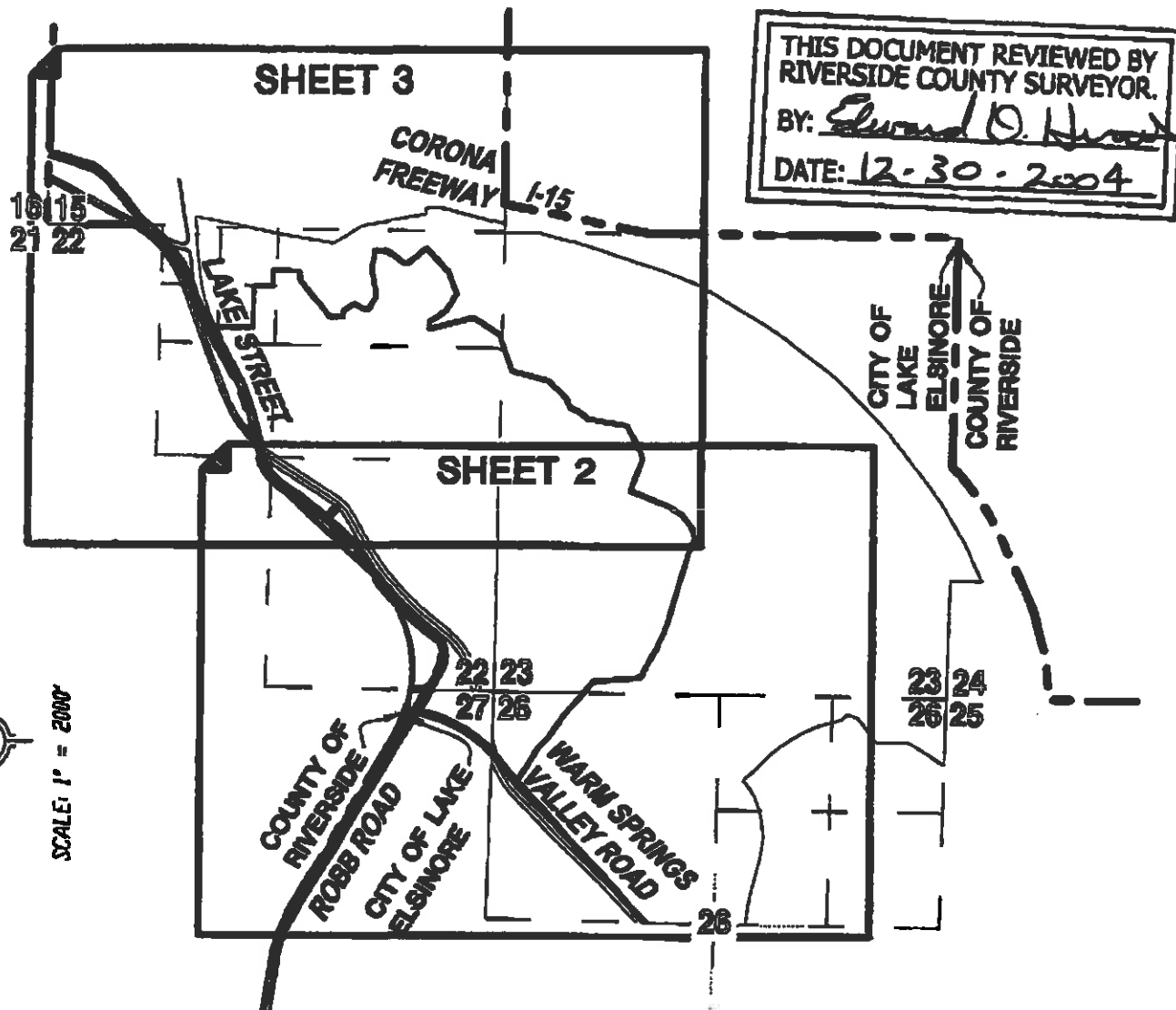


EXHIBIT "B-1"

SHEET 1 OF 3 SHEETS



THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: *Edward O. Hume*
DATE: 12-30-2004

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6, NAD 83, ADJUSTMENT AS DETERMINED LOCALLY BY THE LINE BETWEEN NGS CONTROL STATIONS "ALBER" AND "WALKER" SHOWN HEREON AS NORTH 52°25'32" WEST.

SHEET INDEX

PROPERTY DESCRIPTION:

A portion of Sections 22, 23, 26 & 27, Township 5 South, Range 5 West, San Bernardino Meridian in the County of Riverside, State of California, according to the official plat thereof.

Paul R. Huddleston Jr. 12/29/04
PAUL R. HUDDLESTON JR., PLS 7083 EXPIRES 12/31/06



HUNSAKER & ASSOCIATES
IRVINE, INC
INLAND EMPIRE REGION
2900 ADAMS STREET, SUITE A-15
RIVERSIDE CA 92504 (909)352-7200
PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

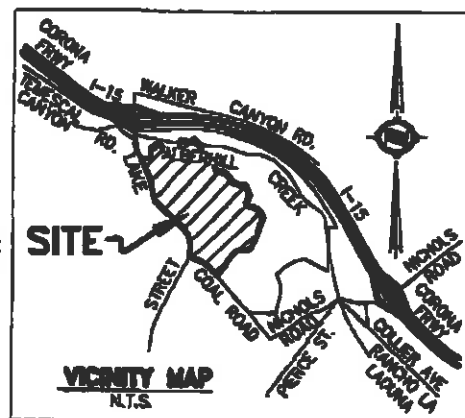
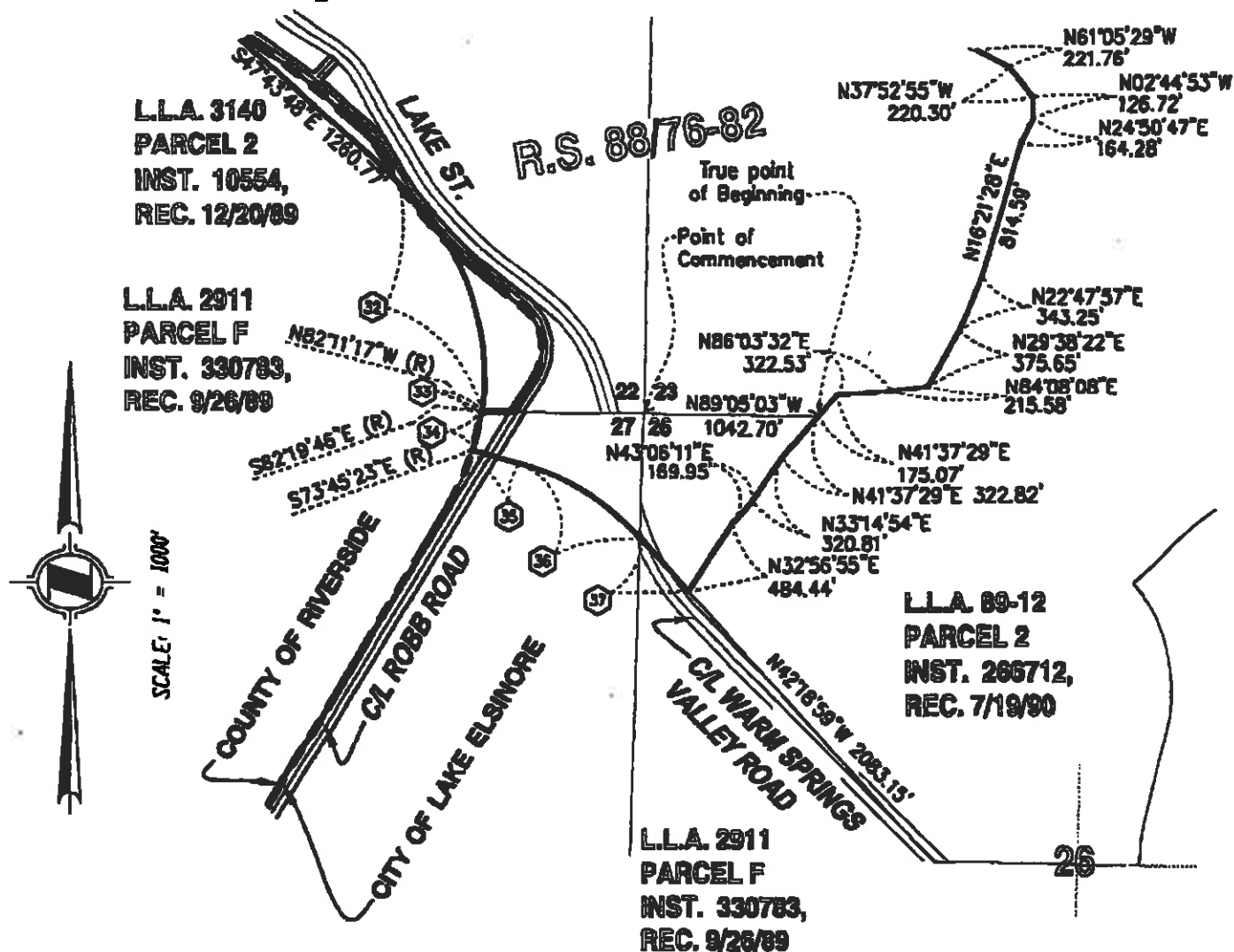


EXHIBIT "B-1"

SEE SHEET 3



CURVE TABLE

	BEARING/DELTA	RADIUS	LENGTH	TANGENT
(32)	55°32'31"	1550.00'	1502.55'	816.22'
(34)	08°34'23"	1545.00'	231.18'	115.80'
(36)	31°26'24"	1600.00'	877.97'	450.34'

LINE TABLE

	BEARING	DISTANCE
(33)	N89°06'00"W	5.06'
(35)	S73°45'23"E	288.30'
(37)	S42°18'59"E	414.58'

1-15 R/W PER INST.
NO. 72638, REC.
4/17/78, PARCEL 2.



	BEARING/DELTA	RADIUS	LENGTH	TANGENT
22	03°48'27"	1953.68'	129.83'	64.94'
27	15°05'00"	2322.00'	611.28'	307.42'
28	20°16'45"	543.00'	192.19'	97.11'
31	11°55'15"	1650.00'	343.30'	172.27'

HUNSAKER & ASSOCIATES
IRVINE, INC
INLAND EMPIRE REGION
2800 ADAMS STREET, SUITE A-15
RIVERSIDE CA 92504 (909)362-7200
PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

EXHIBIT C

Easement Area

Legal Description and Map

(See Attached)

EXHIBIT "C"

That portion of Sections 15, 22, 23 and 26, Township 5 South, Range 5 West, San Bernardino meridian in the County of Riverside, State of California, according to the official plat thereof, described as follows:

Commencing at the northwest corner of said section 26; thence south $89^{\circ}05'03''$ east on the north line of said Section 26, 1042.70 feet to the **True Point of Beginning**;

thence North $41^{\circ}37'29''$ East 175.07 feet;

thence North $86^{\circ}03'32''$ East 322.53 feet;

thence North $84^{\circ}08'08''$ East 215.58 feet;

thence North $29^{\circ}38'22''$ East 375.65 feet;

thence North $22^{\circ}47'57''$ East 343.25 feet;

thence North $16^{\circ}21'28''$ East 814.59 feet;

thence North $24^{\circ}50'47''$ East 164.28 feet;

thence North $2^{\circ}44'53''$ West 126.72 feet;

thence North $37^{\circ}52'55''$ West 220.30 feet;

thence North $61^{\circ}05'29''$ West 221.76 feet;

thence North $68^{\circ}50'06''$ West 440.81 feet;

thence North $19^{\circ}59'07''$ East 397.34 feet;

thence North $14^{\circ}46'29''$ West 134.01 feet;

thence North $28^{\circ}33'43''$ West 306.17 feet;

thence North $80^{\circ}13'05''$ West 472.02 feet;

thence North $46^{\circ}52'49''$ West 124.75 feet;

thence North $66^{\circ}32'19''$ West 110.04 feet;

thence North $24^{\circ}32'42''$ West 109.26 feet;

thence North $45^{\circ}15'05''$ West 282.27 feet;

EXHIBIT "C"

thence North 75°01'37" West 447.21 feet;
thence North 19°45'52" West 450.39 feet;
thence North 58°17'49" West 368.89 feet;
thence South 75°09'21" West 529.98 feet;
thence North 2°49'18" West 81.54 feet;
thence North 57°38'09" East 228.51 feet;
thence North 31°09'13" East 236.83 feet;
thence North 21°14'17" West 269.17 feet;
thence North 44°01'13" West 368.85 feet;
thence South 50°49'26" West 195.23 feet;
thence South 46°06'48" West 69.28 feet;
thence South 82°12'58" West 51.78 feet;
thence North 53°40'42" West 248.70 feet;
thence North 85°45'54" West 150.54 feet;
thence South 7°47'25" West 217.01 feet;
thence South 10°04'01" East 316.83 feet;
thence South 31°23'11" West 187.10 feet;
thence North 65°14'28" West 176.56 feet;
thence South 59°27'28" West 154.25 feet;
thence South 6°56'16" East 73.13 feet;
thence North 89°34'46" West 159.24 feet;
thence North 40°47'03" West 542.63 feet;
thence North 5°13'20" West 109.40 feet;

EXHIBIT "C"

thence North 88°44'12" West 303.21 feet;

thence South 0°07'21" West 179.56 feet;

thence South 88°54'45" West 216.92 feet;

thence South 0°45'26" West 464.53 feet;

thence South 85°30'18" West 59.88 feet;

thence North 89°28'41" West 374.34 feet to a point in the easterly right-of-way line of Lake Street (60 feet in width), said point also being a non-tangent curve concave northeasterly having a radius of 1953.68 feet, a radial line to said point bears South 64°14'33" West;

The following 5 courses are along the easterly right-of-way line of the above referenced Lake Street as shown on Record of Survey filed in Book 88, Pages 76 through 82, inclusive, records of said County and State.

1. thence northerly 660.46 feet along said curve through a central angle of 19°22'10";
2. thence non-tangent from said curve North 6°24'08" West 275.80 feet;
3. thence North 4°08'31" West 152.12 feet;
4. thence North 83°35'52" East 17.00 feet;
5. thence North 6°08'03" West 200.06 feet to a point in the southerly right-of-way line of the I-15 Freeway as shown on Record of Survey filed in Book 88, Pages 76 through 82;

thence South 79°57'03" East 52.06 feet along the southerly right-of-way of the above referenced I-15 Freeway;

thence leaving said Right-of-way line, South 6°08'03" East 235.32 feet;

thence South 83°35'52" West 18.70 feet;

thence South 4°08'31" East 103.07 feet;

thence South 6°24'08" East 274.81 feet to a non-tangent curve concave easterly having a radius of 1903.68 feet, a radial line to the beginning of said curve bears South 83°36'44" West;

thence southerly 612.62 feet along said curve through a central angle of 18°26'18";

EXHIBIT "C"

thence non-tangent from said curve South 89°28'41" East 340.80 feet;
thence North 85°30'18" East 12.08 feet;
thence North 0°45'26" East 467.33 feet;
thence North 88°54'45" East 216.38 feet;
thence North 0°07'21" East 181.61 feet;
thence South 88°44'12" East 398.86 feet;
thence South 5°13'20" East 138.00 feet;
thence South 40°47'03" East 503.92 feet;
thence South 89°34'46" East 79.69 feet;
thence North 6°56'16" West 48.98 feet;
thence North 59°27'28" East 213.16 feet;
thence South 65°14'28" East 158.22 feet;
thence North 31°23'11" East 123.65 feet;
thence North 10°04'01" West 305.77 feet;
thence North 7°47'25" East 271.86 feet;
thence South 85°45'54" East 211.91 feet;
thence South 53°40'42" East 242.82 feet;
thence North 82°12'58" East 15.23 feet;
thence North 46°06'48" East 55.04 feet;
thence North 50°49'26" East 243.22 feet;
thence South 44°01'13" East 424.86 feet;
thence South 21°14'17" East 303.84 feet;
thence South 31°09'13" West 273.19 feet;

EXHIBIT "C"

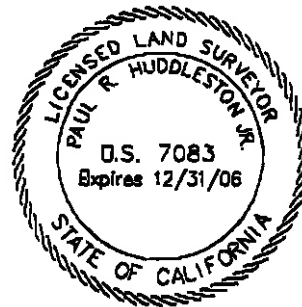
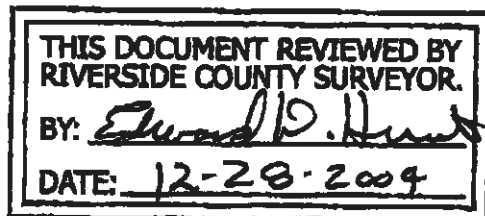
thence South 57°38'09" West 180.71 feet;
 thence North 75°09'21" East 462.65 feet;
 thence South 58°17'49" East 407.87 feet;
 thence South 19°45'52" East 441.69 feet;
 thence South 75°01'37" East 434.33 feet;
 thence South 45°15'05" East 304.70 feet;
 thence South 24°32'42" East 99.20 feet;
 thence South 66°32'19" East 99.51 feet;
 thence South 46°52'49" East 118.44 feet;
 thence South 80°13'05" East 481.25 feet;
 thence South 51°29'38" East 384.98 feet;
 thence South 14°46'29" East 220.79 feet;
 thence South 19°59'07" West 264.02 feet;
 thence South 68°50'06" East 258.42 feet;
 thence South 61°05'29" East 276.36 feet;
 thence South 37°52'55" East 324.69 feet;
 thence South 2°44'53" East 239.15 feet;
 thence South 24°50'47" West 198.55 feet;
 thence South 16°21'28" West 811.01 feet;
 thence South 22°47'57" West 366.46 feet;
 thence South 29°38'22" West 490.60 feet;
 thence South 84°08'08" West 321.94 feet;
 thence South 86°03'32" West 244.20 feet;

EXHIBIT "C"

thence South 41°37'29" West 629.89 feet;
thence South 33°14'54" West 323.40 feet;
thence South 43°06'11" West 169.43 feet;
thence South 32°56'55" West 519.27 feet;
thence North 42°18'59" West 206.80 feet;
thence North 32°56'55" East 484.44 feet;
thence North 43°06'11" East 169.95 feet;
thence North 33°14'54" East 320.81 feet;
thence North 41°37'29" East 322.82 feet to the **True Point of Beginning**.

As shown on Exhibit "B", attached hereto and made a part hereof.

Containing 36.45 acres more or less.



Paul R. Huddleston, Jr. *12/22/09*
Paul R. Huddleston, Jr., PLS 7083 Expires 12/31/06 Date

SEC.15, 22, 23, 26 & 27, T6S, R5W, SBB&M

DATE PREPARED: DEC, 2004

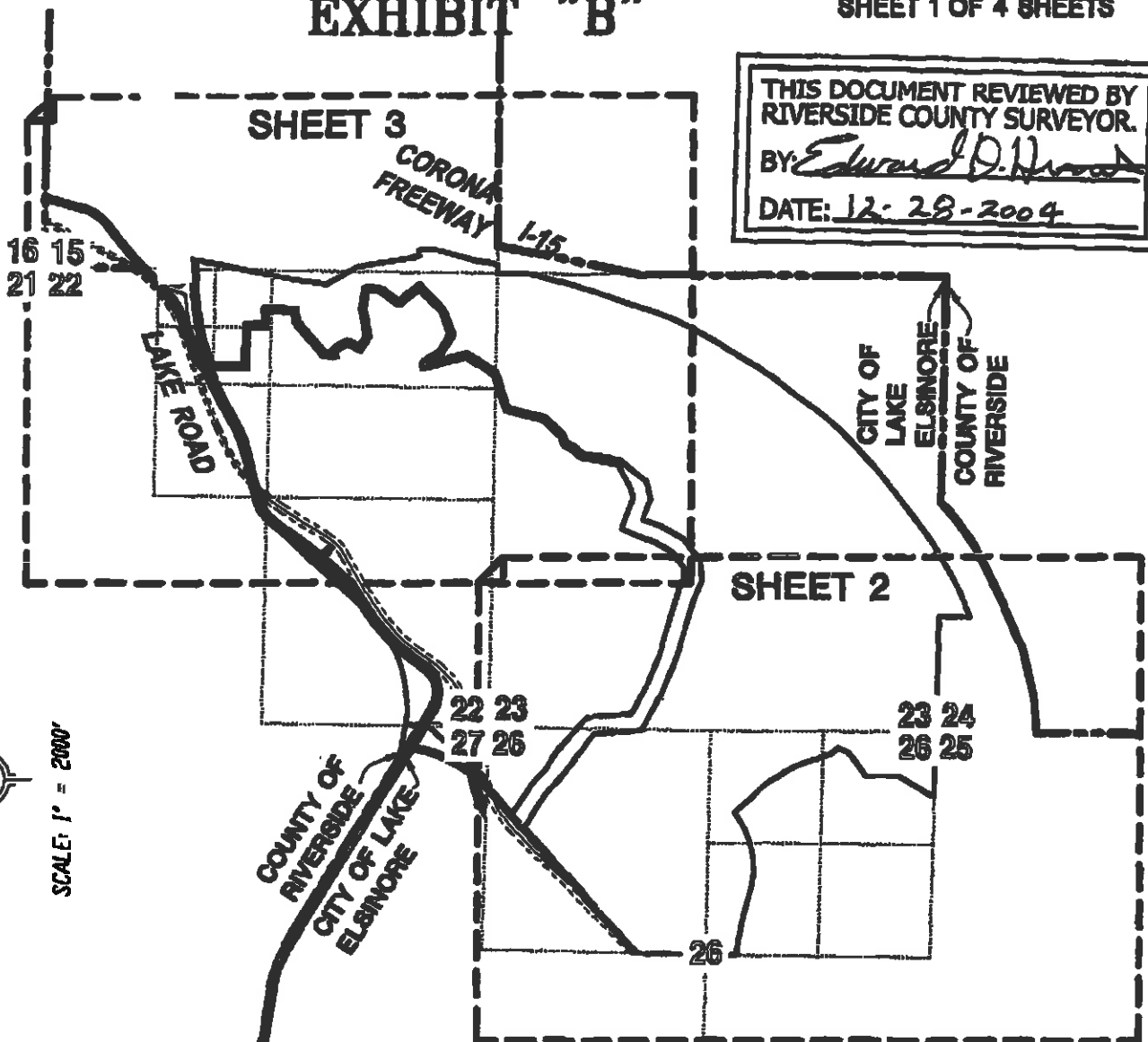
SHEET 1 OF 4 SHEETS

EXHIBIT "B"

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.

BY: *Edward D. Howard*

DATE: 12-28-2004



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 8, NAD 83, ADJUSTMENT AS DETERMINED LOCALLY BY THE LINE BETWEEN NOS CONTROL STATIONS "ALBER" AND "WALKER" SHOWN HEREON AS NORTH $92^{\circ}25'32''$ WEST.

SHEET INDEX

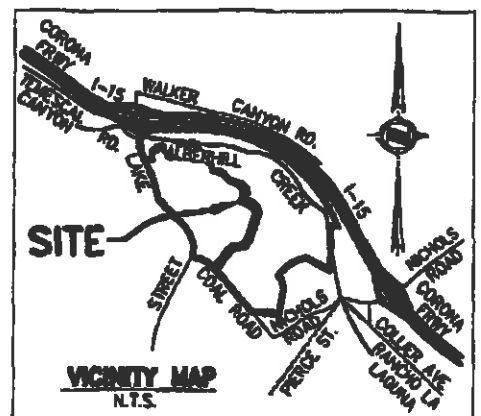
PROPERTY DESCRIPTION:

A portion of Sections 15, 22, 23 & 26, Township 5 South, Range 5 West, San Bernardino Meridian in the County of Riverside, State of California, according to the official plat thereof.



PAUL R. HUDDLESTON, JR., PLS 7083 EXPIRES: 12/31/06

HUNSAKER & ASSOCIATES
IRVINE, INC
INLAND EMPIRE REGION
2800 ADAMS STREET, SUITE A-19
RIVERSIDE CA 92504 (909)352-7200
PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS



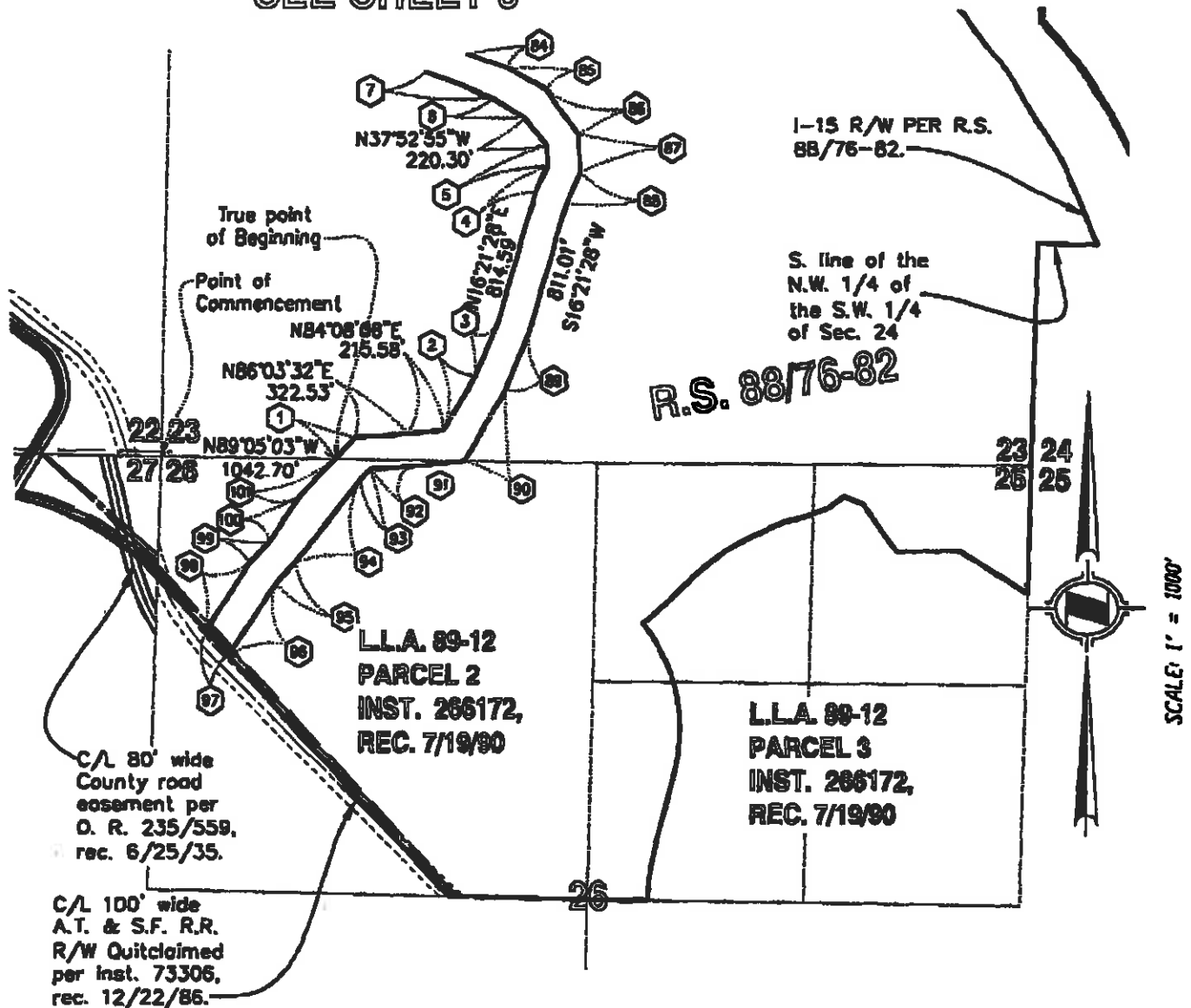
SEC. 15, 22, 23, 26 & 27, T5S, R5W, SBB&M

DATE PREPARED: DEC, 2004

SHEET 2 OF 4 SHEETS

EXHIBIT "B"

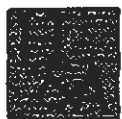
SEE SHEET 3



LINE TABLE		
	BEARING	DISTANCE
①	N41°37'29"E	175.07'
②	N29°38'22"E	375.65'
③	N22°47'57"E	343.25'
④	N24°50'47"E	164.28'
⑤	N02°44'53"W	126.72'
⑥	N61°05'29"W	221.76'
⑦	N68°50'06"W	440.81'

LINE TABLE		
	BEARING	DISTANCE
⑧	S88°50'06"E	258.42'
⑨	S61°05'29"E	276.36'
⑩	S37°52'55"E	324.69'
⑪	S02°44'53"E	239.15'
⑫	S24°50'47"W	198.55'
⑬	S22°47'57"W	366.46'
⑭	S29°38'22"W	490.60'

LINE TABLE		
	BEARING	DISTANCE
⑮	S84°08'08"W	321.94'
⑯	S86°03'32"W	244.20'
⑰	S41°37'29"W	629.89'
⑱	S33°14'54"W	323.40'
⑲	S43°06'11"W	169.43'
⑳	S32°56'55"W	519.27'
㉑	N42°18'59"W	206.80'
㉒	N32°56'55"E	484.44'
㉓	N43°06'11"E	169.95'
㉔	N33°14'54"E	320.81'
㉕	N41°37'29"E	322.82'



HUNSAKER & ASSOCIATES
IRVINE, INC
INLAND EMPIRE REGION
 2800 ADAMS STREET, SUITE A-18
 RIVERSIDE CA 92504 19091352-7200

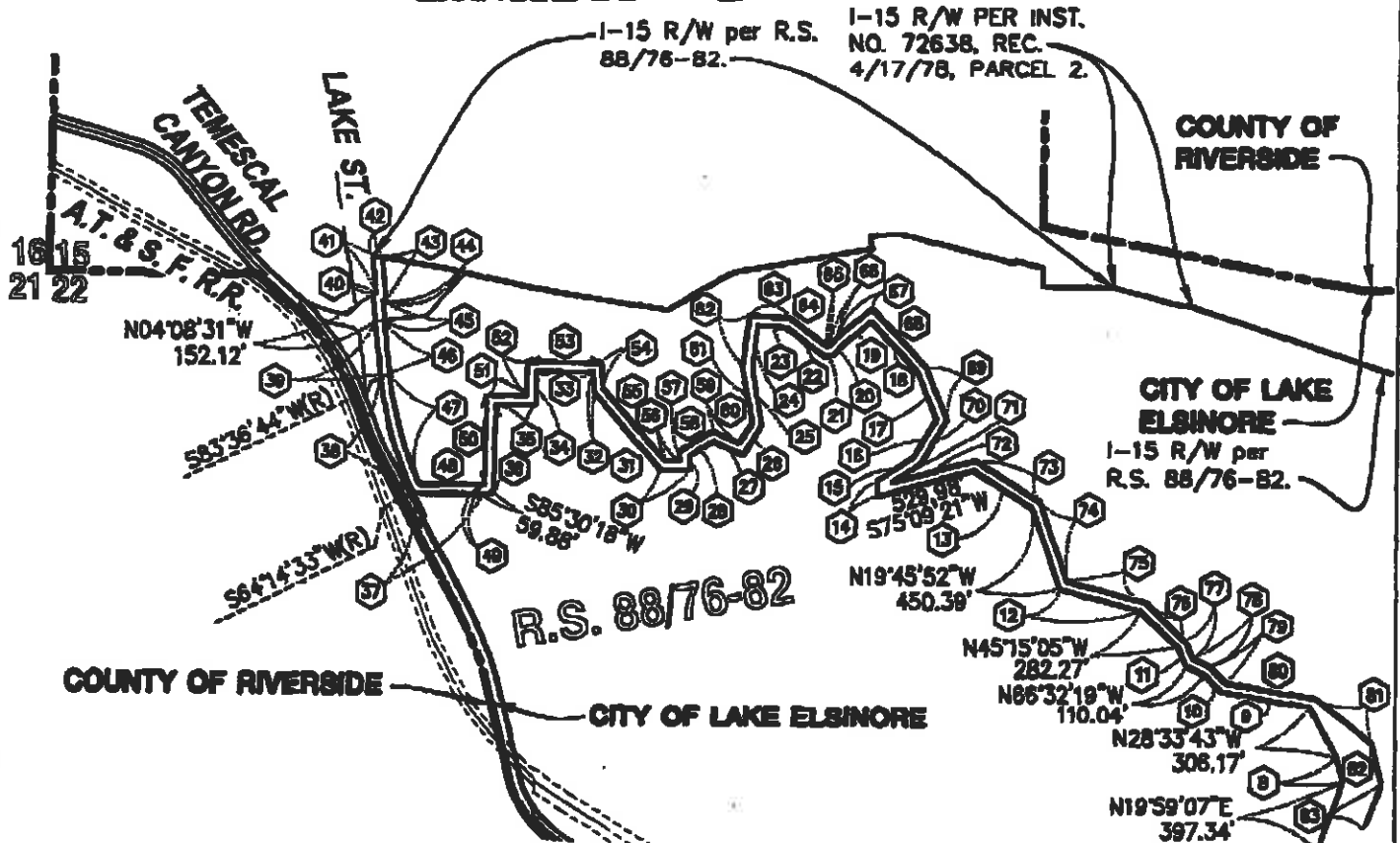
PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

SEC. 15, 22, 23, 26 & 27, T5S, R5W, SBB&M

DATE PREPARED: DEC, 2004

SHEET 3 OF 4 SHEETS

EXHIBIT "B"



LINE TABLE		
	BEARING	DISTANCE
8	N14°46'29"W	134.01'
9	N80°13'05"W	472.02'
10	N46°52'49"W	124.75'
11	N24°32'42"W	109.26'
12	N75°01'57"W	447.21'
13	N58°17'49"W	368.89'
14	N02°49'18"W	81.54'
15	N57°38'08"E	228.51'
16	N31°09'13"E	238.83'
17	N21°14'17"W	269.17'
18	N44°01'13"W	368.85'
19	S50°49'26"W	195.23'
20	S46°06'48"W	69.28'
21	S82°12'58"W	51.78'
22	N53°40'42"W	248.70'
23	N85°45'54"W	150.54'

LINE TABLE		
	BEARING	DISTANCE
24	S07°47'25"W	217.01'
25	S10°04'01"E	316.83'
26	S31°23'11"W	187.10'
27	N65°14'28"W	176.56'
28	S59°27'28"W	154.25'
29	S06°56'16"E	73.13'
30	N89°34'46"W	159.24'
31	N40°47'03"W	542.63'
32	N05°13'20"W	109.40'
33	N88°44'12"W	303.21'
34	S00°07'21"W	179.56'
35	S88°54'45"W	216.92'
36	S00°45'26"W	464.53'
37	N89°28'41"W	374.34'
38	N06°24'08"W	275.80'
39	N83°35'52"E	17.00'
40	N06°08'03"W	200.06'
41	S79°57'03"E	52.06'

NOTE:
DATA TABLES
CONTINUED ON
SHEET 4.

CURVE TABLE

	BEARING/Delta	RADIUS	LENGTH	TANGENT
38	19°22'10"	1953.68'	660.46'	333.41'
47	18°26'18"	1903.68'	612.62'	308.98'

HUNSAKER & ASSOCIATES
IRVINE, INC
INLAND EMPIRE REGION
2900 ADAMS STREET, SUITE A-15
RIVERSIDE CA 92504 (909)352-7200
PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

SEC.15, 22, 23, 26 & 27, T5S, R5W, SBB&M

DATE PREPARED: DEC, 2004

SHEET 4 OF 4 SHEETS

EXHIBIT "B"

LINE TABLE		
	BEARING	DISTANCE
(43)	S06°08'03"E	235.32'
(44)	S83°35'52"W	18.70'
(45)	S04°08'31"E	103.07'
(46)	S06°24'08"E	274.81'
(48)	S89°28'41"E	340.80'
(49)	N85°30'18"E	12.08'
(50)	N00°45'26"E	467.33'
(51)	N88°54'45"E	218.38'
(52)	N00°07'21"E	181.61'
(53)	S88°44'12"E	398.86'
(54)	S05°13'20"E	138.00'
(55)	S40°47'03"E	503.92'
(56)	S89°34'46"E	79.69'
(57)	N06°56'16"W	48.98'
(58)	N59°27'28"E	213.16'
(59)	S65°14'28"E	158.22'
(60)	N31°23'11"E	123.65'
(61)	N10°04'01"W	305.77'
(62)	N07°47'25"E	271.86'
(63)	S85°45'54"E	211.91'
(64)	S53°40'42"E	242.82'
(65)	N82°12'58"E	15.23'
(66)	N46°06'48"E	55.04'
(67)	N50°49'26"E	243.22'
(68)	S44°01'13"E	424.88'
(69)	S21°14'17"E	303.84'
(70)	S31°09'13"W	273.19'
(71)	S57°38'09"W	180.71'
(72)	N75°09'21"E	462.65'
(73)	S58°17'49"E	407.87'
(74)	S19°45'52"E	441.69'
(75)	S75°01'37"E	434.33'
(76)	S45°15'05"E	304.70'
(77)	S24°32'42"E	99.20'
(78)	S66°32'19"E	99.51'
(79)	S46°52'49"E	118.44'
(80)	S80°13'05"E	481.25'
(81)	S51°29'38"E	384.98'
(82)	S14°46'29"E	220.79'
(83)	S19°59'07"W	264.02'



HUNSAKER & ASSOCIATES
IRVINE, INC
INLAND EMPIRE REGION

2900 ADAMS STREET, SUITE A-19
 RIVERSIDE CA 92504 (909)362-7200

PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

