

**2.0-1 MAJOR PLANNING
PROJECT APPLICATION**



CITY OF WILDOMAR
 23873 Clinton Keith Road #201
 Wildomar, CA 92595
 Tel. (951) 677-7751 Fax. (951) 698-1463

For office use only.

PA 11-0261

Project Account Number

MAJOR PLANNING PROJECT APPLICATION

APPLICATION TYPES (Please indicate all of the planning applications you wish to apply for.)

<input type="checkbox"/> Amended Final Map	AFM	<input type="checkbox"/> Sign Program	SGNP
<input checked="" type="checkbox"/> Change of Zone	COZ	<input type="checkbox"/> Specific Plan #	SP
<input type="checkbox"/> Conditional Use Permit #	CUP	<input checked="" type="checkbox"/> Specific Plan Amendment 116 Amend #4	SPA
<input type="checkbox"/> Development Agreement	DA	<input checked="" type="checkbox"/> Tentative Tract Map # 36388	TTM
<input type="checkbox"/> Extension of Time *	EOT	<input type="checkbox"/> Tentative Parcel Map #	TPM
<input type="checkbox"/> General Plan Amendment	GPA	<input type="checkbox"/> Tentative Map Modification *	MODM
<input type="checkbox"/> Plot Plan #	PP	<input type="checkbox"/> Variance *	VAR
<input type="checkbox"/> Project Revision/Modification * #	REV	* Original Project Number <u>PA11-0261</u>	
<input type="checkbox"/> Public Use Permit #	PUP	<input type="checkbox"/> _____	_____

- These applications must also submit a completed copy of the water quality management plan checklist.

PROJECT INFORMATION

Project Address/Location Bundy Canyon Road between Oak Canyon Dr. and Sunset Ave.
Assessor Parcel Number(s) 362-070-001, 003, 006, 010, 013, 018, 021, 023, 024; 362-080-004, 005, 007, 008, 009, 012; 362-090-009, 015
Description and Purpose of the Project Subdivide 151.23 acres (gross) into 4 residential planning areas with 315 single family residences and 1 commercial area with open space and realignment of Bundy Canyon Road.
Current Site Land use Vacant Land
Was a Pre-Application Review done for this Project? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, what is the PAR Number: <u>PA11-0261</u>

	Existing	Proposed
General Plan Land Use	SP 116	SP 116 Amendment #4
Zoning	R-1	R-4

APPLICANT CONTACT INFORMATION

Name Jim Bach c/o MDMG, Inc.		
Mailing Address 41635 Enterprise Circle North, Suite B, Temecula, CA 92590		
Telephone 951-296-3466 ext. 221	Fax 951-296-3476	Email jrb@markhamdmg.com
I hereby authorize this application and certify that all filing requirements have been satisfied for my application. I also acknowledge that any missing items may delay the processing of my application.		
Signature of Applicant		Date

REPRESENTATIVE CONTACT INFORMATION

Name Same		
Mailing Address		
Telephone	Fax	Email

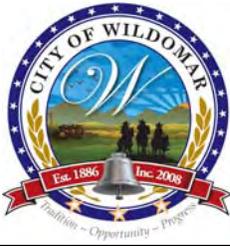
All communications concerning this request should be directed to the: Applicant
 (Indicate all that apply) Representative
 Other: _____

Other Representative Contact Information Name Larry R. Markham c/o MDMG, Inc.		
Telephone 951-296-3466 ext. 207	Fax 951-296-3476	Email lrm@markhamdmg.com

PROPERTY OWNER INFORMATION AND PERMISSION

Name Sunbelt Communities	
Mailing Address 27127 Calle Arroyo, Suite 1910, San Juan Capistrano, CA 92675	
Telephone 949-218-6023	Fax Email bl@billoconsulting.com
I certify under the penalty of the laws of the State of California that I am the property owner of the property that is the subject matter of this application and I am authorizing to and hereby do consent to the filing of this application and acknowledge that the final approval by the City of Wildomar, if any, may result in restrictions, limitations, and construction obligations being imposed on this real property. <i>(If more properties or owners are involved please provide additional sheets.)</i>	
Printed Name of Property Owner(s)	Printed Name of Property Owner(s)
Signature of Property Owner(s)	Signature of Property Owner(s)
Signature of Property Owner(s)	Signature of Property Owner(s)

Check here if additional Property Owner Certifications are attached to this application.



Project No.:

PA 11-0261

ACKNOWLEDGEMENT OF FINANCIAL RESPONSIBILITY BY APPLICANT
(Project representative signatures will not be accepted.)

I acknowledge and certify that with this application I am financially obligated to the City of Wildomar for all expenses related to the time and effort spent by the employees, agents, consultants, and legal representatives that are used to process this/these applications. I understand that once an application processing deposit has been depleted, additional deposits will be required prior to continuing work on this/these applications.

Printed Name

Signature

Date Signed

Billing Address:

Address

City

State

ZIP

E-mail Contact Information:

Telephone Number:

CITY OF WILDOMAR

HAZARDOUS WASTE SITE DISCLOSURE STATEMENT

Government Code Section 65962.5 requires the applicant for any development project to consult specified state-prepared lists of hazardous waste sites and submit a signed statement to the local agency indicating whether the project is located on or near an identified site. Under the statute, no application shall be accepted as complete without this signed statement.

I (we) certify that I (we) have investigated our project with respect to its location on or near an identified hazardous waste site and that my (our) answers are true and correct to the best of my (our) knowledge. My (Our) investigation has shown that:

- The project is not located on or near an identified hazardous waste site.

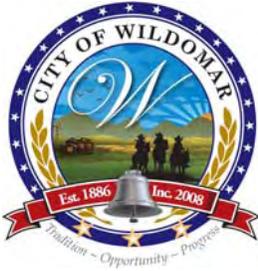
- The project is located on or near an identified hazardous waste site. Please list the location of the hazardous waste site(s) on an attached sheet.

Owner/Representative (1)

Date

Owner/Representative (2)

Date



CITY OF WILDOMAR

Planning Department

Application Submittal Requirements for Tentative Tract Maps • Tentative Parcel Maps

A. APPLICABILITY

This information handout applies to the following application types:

1. Tentative Tract Maps

Tentative Tract Maps are generally required for any subdivision creating five or more lots. Maps shall be prepared by or under the direction of a licensed surveyor or registered civil engineer. Maps shall consist of one or more sheets and the size shall not exceed 24" x 36". Contained on the map shall be all the items which are identified on the attached list. Maps shall be reviewed for completeness based on the list, as well as any State Subdivision Map Act requirements and any additional project-specific requirements based upon the location or characteristics of the project site.

2. Tentative Parcel Maps

Tentative Parcel Maps are generally required for any subdivision that creates four or fewer parcels. Maps shall consist of one or more sheets and the size shall not exceed 24" x 36". Contained on the map shall be all the items which are identified on the attached list. Maps shall be reviewed for completeness based on the list, as well as any State Subdivision Map Act requirements and any additional project-specific requirements based upon the location or characteristics of the project site.

B. MINIMUM SUBMITTAL REQUIREMENTS:

The following items are the minimum initial submittal requirement for processing subdivision applications.

- Completed and Signed Application Form
- Twelve (12) full size copies of the tentative map. All full-sized plans must be folded to a size no greater than 8½ inches by 14 inches. Rolled plans will not be accepted.
- One (1) compact disc with electronic versions of all maps and exhibits in an Adobe pdf format. All text amendments shall be provided in a Microsoft Word format.
- Two (2) copies of the Preliminary Title Report of all properties covered by the application that is not more than six months old at time of application filing and a copy of all legal documents (deed, easement, etc.) mentioned in the Preliminary Title Report. .

- One (1) recent (less than one-year old) aerial photograph of the entire Project Site with the boundary of the site delineated.
- Two (2) 8½ inch x 11 inch photocopies of a U. S. Geological Survey Quadrangle Map delineating the Site boundaries (Note: each photocopy must not have been enlarged or reduced, have a North arrow, scale, quadrangle name, and Section/Township/Range location of the site).
- A minimum of three ground-level panoramic color photographs clearly showing the whole project site. Include a location map identifying the position from which the photo was taken and the approximate area of coverage for each photo.
- Provide a digital image of the aerial photograph, Exhibits, the U.S.G.S. Map, and the panoramic photographs of the site in a format acceptable to the Planning Department (e.g. tiff, gif, jpeg, pdf).
- One (1) SAN 53, Sewer and Water Availability letter from the Riverside County Environmental Health Department.
- One (1) completed and signed Water Quality Management Checklist.
- Two (2) complete copies of the Project Specific Preliminary Water Quality Management Plan (including drainage and hydrology), if required by the Engineering Department.
- Two (2) copies of the geotechnical and soil reports.
- Completed and Signed Hazardous Waste Site Disclosure Statement.
- Deposit-based fees for the applicable application type or types, and Environmental Assessment.
- One (1) geological report or waiver thereof if the land division lies within an Alquist-Priolo Earthquake Fault Zone.
- Request for waiver of final map, when applicable (applicable for parcel maps only).
- Technical studies as required by the City Engineer or Planning Director. Please consult with the Planning Department regarding these additional information requirements prior to submitting the application to ensure the timely processing of the application.

C. REQUIRED INFORMATION

The minimum application information must contain the following information.

SUBDIVISION APPLICATION REQUIREMENTS		
Tentative Tract Maps	Tentative Parcel Maps	Required Information
✓	✓	Name, address and telephone number of applicant.
✓	✓	Name, address and telephone number of land owner.

SUBDIVISION APPLICATION REQUIREMENTS		
Tentative Tract Maps	Tentative Parcel Maps	Required Information
✓	✓	Name, address and telephone number of exhibit preparer.
✓	✓	Assessor's Parcel Number(s) and, if available the address of property.
✓	✓	Scale (number of feet per inch - use Engineer's Scale for all maps and exhibits).
✓	✓	North Arrow.
✓	✓	Date tentative map or exhibit prepared.
✓	✓	Map Number.
✓	✓	Title of Map.
✓	✓	Proposed improvement schedule (i.e. Schedule "A", "B", "C", etc.).
✓	✓	Map book and page numbers of adjoining recorded land divisions.
✓	✓	Complete legal description of property.
✓	✓	Overall dimensions and approximate total of net and gross acreage of property.
✓	✓	Vicinity map, showing the site relationship to major highways and cities and two access roads (Proposed and existing paved roads will be indicated by heavy dark lines or noted as paved).
✓	✓	Exhibit Revision Block.
✓	✓	Thomas Brothers map page and coordinates (Indicate edition year used).
✓	✓	Land division boundary line.
✓	✓	Proposed lot lines and dimensions of each parcel.
✓	✓	Net lot size, for each lot.
✓	✓	Gross lot size, for each lot 2 acres and larger in size.
✓	✓	Location of adjoining properties and lot lines.
✓	✓	A statement indicating that the tentative map includes the entire contiguous ownership of the land divider or only a portion thereof.
✓	✓	Existing and proposed zoning and land use of property.
✓	✓	Existing use and zoning of property immediately surrounding subject property.
✓	✓	If project is within a Specific Plan, indicate the Specific Plan Planning Area number and the land use designation of subject property and all surrounding property.

SUBDIVISION APPLICATION REQUIREMENTS		
Tentative Tract Maps	Tentative Parcel Maps	Required Information
✓	✓	Names of utility purveyors and school district(s), including providers of water, sewer, gas, electricity, telephone, and cable television.
✓	✓	Location, widths, and improvements of existing and proposed public utility easements, transmission lines, power and telephone poles, and underground utilities on or abutting the property.
✓	✓	Names, locations, right-of-way widths, and improvements of adjacent existing and proposed streets and the approximate grades of proposed and existing streets and approximate street centerline radii of curbs. If private streets are proposed, they shall be so noted on the tentative map.
✓	✓	Proposed names of streets without current names.
✓	✓	List and accurately show all easements of record (by map or instrument number).
✓	✓	Streets, alleys, and rights-of-way providing legal access to the property.
✓	✓	Typical street improvement cross-sections.
✓	✓	Label and describe any land or right-of-way to be dedicated to public or other uses.
✓	✓	Any known existing wells on the property or within 200 feet of the property boundary.
✓	✓	Existing topography of the property, with the source(s) of the contour lines identified. The contour lines shall extend at least 300 feet beyond the exterior boundaries of the subject property when adjacent property is unimproved or vacant. When adjacent property is improved or not vacant, contour lines shall extend beyond the exterior boundaries of the subject property a distance sufficient to determine compatibility with adjacent property. Maximum contour interval should be five feet. Topography shall be based upon information no older than three years from the date of application and shall be dated and signed by the engineer or land surveyor.
✓	✓	Preliminary Grading including all cut/fill slopes to scale with slope ratios and slope setbacks from structures and property lines, the elevations of all individual building pads, the elevations at the perimeter of the subdivision, conceptual drainage facilities (including the location of terraces, terrace drains, brow ditches, V-ditches, and lot to lot drainage facilities), existing topography and the relationship to adjoining land and development, and any existing grading.
✓	✓	Spot elevations.

SUBDIVISION APPLICATION REQUIREMENTS		
Tentative Tract Maps	Tentative Parcel Maps	Required Information
✓	✓	When subsurface septic sewage disposal is intended, include the information described on Page 5 under, "Site Grading, Subsurface Disposal."
✓	✓	Note whether or not land is subject to liquefaction, or other geologic hazards, or is within a Special Studies Zone.
✓	✓	Note whether or not land is subject to overflow, inundation, or flood hazards.
✓	✓	FEMA mapped floodplains and including zone designations
✓	✓	Drainage plan. (See description of Drainage Plan on Page 6).
✓	✓	Centerline curve radii and typical selections of all open channels.
✓	✓	Identify proposed parking spaces.
✓	✓	Numbered mobile home or recreational vehicle spaces, dwelling units, or lots, and the total number of each type of space, unit, or lot.
✓	✓	Labeled Common areas, open space, and recreational areas with location, dimensions, acreage, and known proposed uses, and name of proposed owner(s) or entity(ies) who will maintain these areas.
✓	✓	Location, dimensions, setbacks, and nature of any proposed and all fences, gates, walls, free-standing signs, driveways, turnouts and/or turnarounds, curbs, drainage structures, and above and below ground structures, including subsurface disposal systems.
✓	✓	Location and dimensions of existing and proposed ingress and egress, and methods of vehicular circulation.
✓	✓	Location and dimensions of existing dwellings, buildings or other structures, labeled as existing and indicating whether they are to remain or be removed.
✓	✓	Location, dimensions, and height of proposed dwellings, buildings or other structures, labeled as proposed.
✓	✓	Setback dimensions of existing structures and paved areas.
✓	✓	Setback dimensions of proposed structures and paved areas.
✓	-	For residential project in the R-2 Zone, Residential Single-Family Residential Subdivision, condominium, or attached residential projects: building footprints, floor plan assignments, proposed setbacks, pad elevations, street grades, and all cut and fill slopes in excess of one foot in vertical height.
✓	✓	To show compliance with the City's Water Quality Management Plan, water quality features or a note describing the site's water quality features shall be shown.

D. CONSTRAINED AREA

Constrained areas include, but are not limited to, the following resources and hazards: slopes in excess of 25%, biologically sensitive areas, archaeologically sensitive areas, flood hazard areas, ridgelines, hilltops, and geologically hazardous areas. Within constrained areas, proposed pad locations, driveways, and disturbed areas must be shown.

E. SITE GRADING, SUBSURFACE DISPOSAL REQUIREMENTS

When subsurface disposal is proposed, include and identify the primary sewage disposal system and its 100% expansion area, proposed cuts and/or fills in areas of the sewage disposal systems, the elevation of the individual building pads such that there will be gravity feed to the sewage disposal system, and statement signed and with seal, as to the appropriateness of the grading plan with regard to the soils percolation engineer's report. Said statement may be attached to the grading plan or placed upon a blue-line copy of the grading plan.

F. DRAINAGE PLAN

Tentative Maps/Primary Exhibits shall include a conceptual drainage plan showing how all on-site and off-site stormwater will be conveyed through the property. The exhibits shall clearly label points of concentration where flows enter or exit the site and indicate the amount of runoff (in cubic feet per second (i.e. cfs)) and the tributary drainage area (acres) at these points. The drainage plan shall acknowledge offsite construction required to collect flows and to discharge them to an adequate outlet. The exhibit shall also clearly label all watercourses, channels, culvers, brow ditches, or other flood control facilities passing through the site and indicate whether they are proposed or existing. Additionally, all facilities shall be labeled with name, owner, maintenance entity, capacity, grades, and dimensions. All easements or rights of way shall be shown and their widths indicated. Where calculated flow rates or hydraulic capacities are supplied or where flood control facilities are proposed, the exhibit shall be signed and sealed by a registered civil engineer.

G. WATER QUALITY MANAGEMENT PLAN (WQMP)

To comply with the WQMP, a developer must submit a "Project Specific" WQMP. Please note that there are different requirements for Santa Ana River Basin (which drains the northern portion of the City into Lake Elsinore) and the San Diego River Basin (which drains the southern portions of the City into Murrieta Creek. This report is intended to:

1. Identify potential post-project pollutants and hydrologic impacts associated with the development
2. Identify proposed mitigation measures (Best Management Practices – BMPs) for identified impacts including site design, source control and treatment control post-development BMPs. A template for this report is included as an appendix to the WQMP.

3. Identify sustainable funding and maintenance mechanisms for the aforementioned BMPs. A template for this report is included as an appendix to the WQMP.

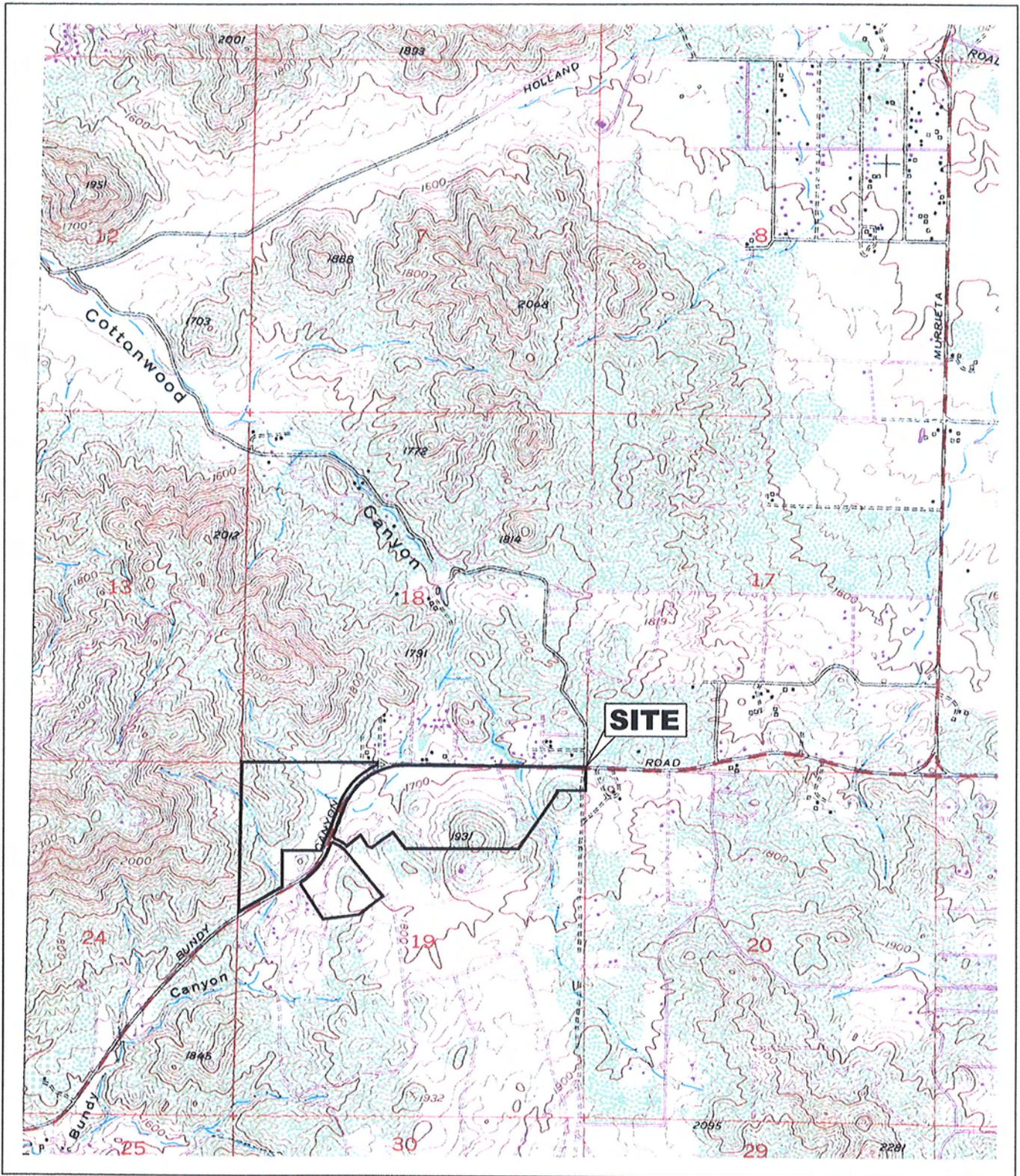
Projects requiring Project Specific WQMPs will also need to include a Preliminary Project Specific WQMP along with the subdivision application package. The format of the preliminary report would mimic the format/ template of the final report but would be at a much lesser level of detail. For example, items 1, 2, and 3 above would be covered, rough calculations supporting sizing would be included, and footprint/locations for the BMPs would be identified on the tentative map. Detailed drawings are not required in most circumstances.

H. ALTERNATIVE AND SECONDARY ACCESS

When alternative or secondary access is required and is off-site, or when any other public improvement is required or proposed off-site, the land divider shall do each of the following as part of the tentative map review.

1. Provide any studies or information required to adequately evaluate the environmental impacts of constructing the off-site, improvement/alignment; and,
2. Show all proposed centerline, approximate gradients and radii on the tentative map in addition to other factors such as street widths, pavement surface, etc. for the off-site improvement/alignment; and,
3. Provide written assurance(s) from the owner(s) of the property underlying the off-site improvement/alignments that sufficient right-of-way to construct will be provided. A formal agreement or offer of dedication is preferred but is not always required to satisfy this requirement, but the owner's willingness to cooperate must be communicated as to a form acceptable to the Public Works Department. If the applicant/land divider cannot provide assurances that the right-of-way is, or will be available, the City Engineering may recommend denial or redesign of the proposed subdivision.

END



Base Map Source: USGS 7.5 Min.
Romoland, CA Quad.

0 2000 4000 Feet



LOCATION MAP

TR 36388
T6S R3W SEC 19

Exhibit "A"

Parcel 1:

The West one-quarter of the Northwest one-quarter of the Northeast one quarter of Section 19, Township 6 South, Range 3 West, San Bernardino Base and Meridian;

Excepting therefrom that portion thereof conveyed to the County of Riverside by Deed recorded September 12, 1960 as instrument no. 79587 of official records of Riverside County, California.

Also excepting therefrom that portion thereof conveyed to the County Water Company, Inc., a California corporation by deed recorded July 9, 1986 as instrument no. 159570 of official records of Riverside County, California.

(Assessor's Parcel No.'s: 362-070-021-1; 362-080-007-0; 362-080-008-1; 362-080-009-2)

Parcel 2:

The West half of the Northwest quarter (being also designated as Government Lot 2);

The Northeast quarter of the Northwest quarter;

The North half of the Northwest quarter of the Northeast quarter;

The East half of the Northeast quarter;

All of the above being in Section 19, Township 6 South, Range 3 West, San Bernardino Meridian;

Also excepting therefrom the Northeast quarter of the Southwest quarter of the Northwest quarter of said Section 19;

Excepting therefrom Tract no. 6378 as shown by map on file in book 91 pages 19 to 25 of maps records of Riverside County, California;

Also excepting that portion thereof contained in Bundy Canyon Road;

Also excepting that portion conveyed to the County of Riverside by deed recorded September 12, 1960 as instrument no. 79587 of official records of Riverside County, California;

Also excepting therefrom those portions conveyed to the Farm, a California corporation by documents recorded July 16, 1976 as instrument no. 103640 and April 20, 1979 as instrument no. 79615 both of official records of Riverside County, California;

Also excepting therefrom the following:

That portion of the Northeast quarter of the Northwest quarter of Section 19, Township 6 South, Range 3 West, San Bernardino Meridian, bounded by the following described line:

Beginning at the Northeast corner of said Northeast quarter of the Northwest quarter of Section 19;

Thence South $89^{\circ} 42' 40''$ West, along the Northerly line of said Section 19, 85.55 feet to the beginning of a tangent curve concave to the South, and having a radius of 1000.00 feet;

Thence Westerly, along said curve, through a central angle of $8^{\circ} 54' 50''$, an arc distance of 155.58 feet;

Thence South $9^{\circ} 12' 10''$ East, radial to said curve. 44.00 feet;

Thence South $7^{\circ} 24' 16''$ East, 270.19 feet;

Legal description Continued

Thence South $0^{\circ} 17' 20''$ East, 222.94 feet to the true point of beginning of the description;

Thence South 89° 42' 40" West parallel with said Northerly line of Section 19, 200.00 feet;

Thence South 0° 17' 20" East, 200.00 feet;

Thence North 89° 42' 40" East parallel with said Northerly line 200.00 feet;

Thence North 0° 17' 20" West 200.00 feet to the true point of beginning;

Also excepting therefrom that portion thereof lying within Tract No. 18456-1, as shown by map on file in Book 131 Pages 40 through 46, inclusive, of maps, records of Riverside County, California, and within Tract no. 18456, as shown by map on file in book 139 pages 13 through 17, inclusive of maps records of Riverside County, California;

Also excepting therefrom the South ¼ of the Northeast ¼ of the Northwest ¼, of said Section 19.

Also excepting therefrom the South ½ of the Northwest ¼ of the Northeast ¼ of said Section 19.

(Assessors Parcel No.'s 362-070-001-3; 362-070-013-4; 362-070-018-9; 362-070-023-3; 362-080-004-7; 362-080-012-4; 362-090-004-8)

Parcel 3:

That portion of the Northeast quarter of the Northwest quarter of Section 19, Township 6 South, Range 3 West, San Bernardino Meridian, bounded by the following described line:

Beginning at the Northeast corner of said Northeast quarter of the Northwest quarter of said Section 19;

Thence South 89° 42' 40" West, along the Northerly line of said Section 19, 85.55 feet to the beginning of a tangent curve concave to the South, and having a radius of 1000.00 feet;

Thence Westerly, along said curve, through a central angle of 8° 54' 50", and arc distance of 155.58 feet;

Thence South 9° 12' 10" East, radial to said curve, 44.00 feet;

Thence South 7° 24' 16" East, 270.19 feet;

Thence South 0° 17' 20" East, 222.94 feet to the True Point of Beginning of this description;

Thence South 89° 42' 40" West, parallel with said Northerly line of said Section 19, 200.00 feet;

Thence South 0° 17' 20" East, 200.00 feet;

Thence North 89° 42' 40" East, parallel with said Northerly line, 200.00 feet;

Thence North 0° 17' 20" West, 200.00 feet to the True Point of Beginning.

(Assessors Parcel No. 362-070-003-5)

Parcel 4:

The South half of the Northwest quarter of the Northeast quarter of Section 19, Township 6 South, Range 3 West, San Bernardino Meridian;

(Assessors Parcel No. 362-080-005-8)

Legal description Continued

Parcel 5:

The Southeast ¼ of the Northwest ¼ of Section 19, Township 6 South, Range 3 West, San Bernardino Meridian;

Excepting therefrom Tract No. 6378 as shown by Map on file in Book 91 Pages 19 to 25 of Maps, records of Riverside County, California Tract No. 6379 as shown by Map on file in Book 104 Pages 92 to 96, of Maps, records of Riverside County, California, and Tract No. 6379-1 as shown by Map on file in Book 99 Pages 83 to 90 of Maps, records of Riverside County, California;

Also excepting therefrom that portion conveyed to the County of Riverside by Document recorded June 26, 1975 as Instrument No. 75704 of Official Records of Riverside County, California.

(A portion of Assessors Parcel No. 362-090-015-8)

Parcel 6:

The Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19, Township 6 South, Range 3 West, San Bernardino Meridian;

Excepting from the above described property, that portion of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of Section 19, Township 6 South, Range 3 West, San Bernardino Meridian, lying within an 88 foot wide strip of land, being 44 feet in right angle width on each side of the following described centerline:

Beginning at the Northeast corner of said Section 19;

Thence Westerly, along the North line of said Section 19, a distance of 2719.57 feet to the beginning of a 1000 foot radius curve, concave to the Southeast;

Thence Southwesterly along the arc of said 1000 foot radius curve, through an angle of $69^{\circ} 07' 30''$, a distance of 1206.45 feet;

Thence South $20^{\circ} 25'$ West, a distance of 687.91 feet to the beginning of a 1000 foot radius curve, concave to the Northwest;

Thence Southwesterly along said 1000 foot radius curve, through an angle of $38^{\circ} 45'$, a distance of 676.31 feet;

Thence South $59^{\circ} 10'$ West, a distance of 1356.05 feet to a point which bears North $59^{\circ} 15'$ West, a distance of 341.42 feet from the West quarter corner of said Section 19;

Also excepting all that portion of the above described property lying Northwesterly of the above described 88 foot wide strip of land;

Also excepting therefrom Tract No. 6378 as shown by Map on file in Book 91 Pages 19 to 25 of Maps, records of Riverside County, California ;

Also excepting therefrom that portion conveyed to the County of Riverside by Document recorded June 26, 1975 as Instrument No. 75704 of Official Records of Riverside County, California.

(A portion of Assessors Parcel No. 362-090-015-8)

Parcel 7:

The South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19, Township 6 South, Range 3 West, San Bernardino Meridian;

Excepting therefrom Tract No. 6378 as shown by Map on file in Book 91 Pages 19 to 25 of Maps, Records of Riverside County, California.

Also excepting therefrom that portion lying within Bundy Canyon Road and that portion lying Northerly of the Northwesterly line of said Bundy Canyon Road.

(Assessors Parcel No. 362-090-009-3)

Legal description Continued

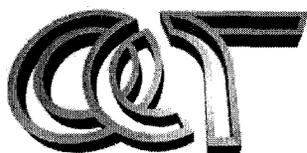
Parcel 8:

The South $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19, Township 6 South, Range 3 West, San Bernardino Meridian;

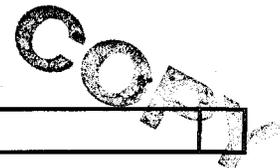
Excepting therefrom Tract No. 6379-1 as shown by Map on file in Book 99 Pages 83 to 90 of Maps, records of Riverside County, California;

Also excepting therefrom that portion lying within Bundy Canyon Road.

(Assessors Parcel No. 362-070-006-8; 362-070-010-1; 362-070-024-4)



**Orange Coast Title Company of Southern California –
Inland Empire Division**
1955 Hunts Lane, Suite 100
San Bernardino, CA 92408
(909) 825-8800



PRELIMINARY REPORT

EBS Escrow
26341 Jefferson Suite H
Temecula, CA 92562

Attention: Sandi Winger
Your Reference No.: 30637SW
Property address: Vacant Land

Dated: February 3, 2011

In response to the above referenced application for a policy of title insurance, **Orange Coast Title Company of Southern California – Inland Empire Division** 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 below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit B attached. 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 Exhibit B. Copies of the policy forms should be read. They are available from the office which issued this report.

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

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

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

Dated as of January 27, 2011 at 7:30 A.M.

Cynthia Kack
Title Officer
(909) 825-8800
Fax #: (909) 370-3332

The form of Policy of Title Insurance contemplated by this report is:

C.L.T.A. Standard Coverage Policy - 1990 (Owner's Policy or Joint Protection)

SCHEDULE "A"

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

A fee.

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

AAD Development Company, LLC., a California Limited Liability Company

The land referred to in this report is situated in the County of Riverside, State of California, and is described as follows:

Parcel 1:

The West one-quarter of the Northwest one-quarter of the Northeast one quarter of Section 19, Township 6 South, Range 3 West, San Bernardino Base and Meridian;

Excepting therefrom that portion thereof conveyed to the County of Riverside by Deed recorded September 12, 1960 as instrument no. 79587 of official records of Riverside County, California.

Also excepting therefrom that portion thereof conveyed to the County Water Company, Inc., a California corporation by deed recorded July 9, 1986 as instrument no. 159570 of official records of Riverside County, California.

(Assessor's Parcel No.'s: 362-070-021-1; 362-080-007-0; 362-080-008-1; 362-080-009-2)

Parcel 2:

The West half of the Northwest quarter (being also designated as Government Lot 2);

The Northeast quarter of the Northwest quarter;

The North half of the Northwest quarter of the Northeast quarter;

The East half of the Northeast quarter;

All of the above being in Section 19, Township 6 South, Range 3 West, San Bernardino Meridian;

Also excepting therefrom the Northeast quarter of the Southwest quarter of the Northwest quarter of said Section 19;

Excepting therefrom Tract no. 6378 as shown by map on file in book 91 pages 19 to 25 of maps records of Riverside County, California;

Also excepting that portion thereof contained in Bundy Canyon Road;

Also excepting that portion conveyed to the Menifee School District by document recorded May 20, 1980 as Instrument No. 95193 of official records of Riverside County, California.

Also excepting that portion conveyed to the County of Riverside by deed recorded September 12, 1960 as instrument no. 79587 of official records of Riverside County, California;

Also excepting therefrom those portions conveyed to the Farm, a California corporation by documents recorded July 16, 1976 as instrument no. 103640 and April 20, 1979 as instrument no. 79615 both of official records of Riverside County, California;

Also excepting therefrom the following:

Legal description Continued

That portion of the Northeast quarter of the Northwest quarter of Section 19, Township 6 South, Range 3 West, San Bernardino Meridian, bounded by the following described line:

Beginning at the Northeast corner of said Northeast quarter of the Northwest quarter of Section 19;

Thence South 89° 42' 40" West, along the Northerly line of said Section 19, 85.55 feet to the beginning of a tangent curve concave to the South, and having a radius of 1000.00 feet;

Thence Westerly, along said curve, through a central angle of 8° 54' 50", an arc distance of 155.58 feet;

Thence South 9° 12' 10" East, radial to said curve. 44.00 feet;

Thence South 7° 24' 16" East, 270.19 feet:

Thence South 0° 17' 20" East, 222.94 feet to the true point of beginning of the description;

Thence South 89° 42' 40" West parallel with said Northerly line of Section 19, 200.00 feet;

Thence South 0° 17' 20" East, 200.00 feet;

Thence North 89° 42' 40" East parallel with said Northerly line 200.00 feet;

Thence North 0° 17' 20" West 200.00 feet to the true point of beginning;

Also excepting therefrom that portion thereof lying within Tract No. 18456-1, as shown by map on file in Book 131 Pages 40 through 46, inclusive, of maps, records of Riverside County, California, and within Tract no. 18456, as shown by map on file in book 139 pages 13 through 17, inclusive of maps records of Riverside County, California;

Also excepting therefrom the South ¼ of the Northeast ¼ of the Northwest ¼, of said Section 19.

Also excepting therefrom the South ½ of the Northwest ¼ of the Northeast ¼ of said Section 19.

(Assessors Parcel No.'s 362-070-001-3; 362-070-013-4; 362-070-018-9; 362-070-023-3; 362-080-004-7; 362-080-012-4; 362-090-004-8)

Parcel 3:

That portion of the Northeast quarter of the Northwest quarter of Section 19, Township 6 South, Range 3 West, San Bernardino Meridian, bounded by the following described line:

Beginning at the Northeast corner of said Northeast quarter of the Northwest quarter of said Section 19;

Thence South 89° 42' 40" West, along the Northerly line of said Section 19, 85.55 feet to the beginning of a tangent curve concave to the South, and having a radius of 1000.00 feet;

Thence Westerly, along said curve, through a central angle of 8° 54' 50", and arc distance of 155.58 feet;

Thence South 9° 12' 10" East, radial to said curve, 44.00 feet;

Thence South 7° 24' 16" East, 270.19 feet;

Thence South 0° 17' 20" East, 222.94 feet to the True Point of Beginning of this description;

Thence South 89° 42' 40" West, parallel with said Northerly line of said Section 19, 200.00 feet;

Thence South 0° 17' 20" East, 200.00 feet;

Thence North 89° 42' 40" East, parallel with said Northerly line, 200.00 feet;

Legal description Continued

Thence North 0° 17' 20" West, 200.00 feet to the True Point of Beginning.

(Assessors Parcel No. 362-070-003-5)

Parcel 4:

The South half of the Northwest quarter of the Northeast quarter of Section 19, Township 6 South, Range 3 West, San Bernardino Meridian;

Also excepting that portion conveyed to the Menifee School District by document recorded May 20, 1980 as Instrument No. 95193 of official records of Riverside County, California.

(Assessors Parcel No. 362-080-005-8)

Parcel 5:

The Southeast ¼ of the Northwest ¼ of Section 19, Township 6 South, Range 3 West, San Bernardino Meridian;

Excepting therefrom Tract No. 6378 as shown by Map on file in Book 91 Pages 19 to 25 of Maps, records of Riverside County, California Tract No. 6379 as shown by Map on file in Book 104 Pages 92 to 96, of Maps, records of Riverside County, California, and Tract No. 6379-1 as shown by Map on file in Book 99 Pages 83 to 90 of Maps, records of Riverside County, California;

Also excepting therefrom that portion conveyed to the County of Riverside by Document recorded June 26, 1975 as Instrument No. 75704 of Official Records of Riverside County, California.

(A portion of Assessors Parcel No. 362-090-015-8)

Parcel 6:

The Northeast ¼ of the Southwest ¼ of the Northwest ¼ of Section 19, Township 6 South, Range 3 West, San Bernardino Meridian;

Excepting from the above described property, that portion of the Southwest ¼ of the Northwest ¼ and the East ½ of the Northwest ¼ and the Northeast ¼ of Section 19, Township 6 South, Range 3 West, San Bernardino Meridian, lying within an 88 foot wide strip of land, being 44 feet in right angle width on each side of the following described centerline:

Beginning at the Northeast corner of said Section 19;

Thence Westerly, along the North line of said Section 19, a distance of 2719.57 feet to the beginning of a 1000 foot radius curve, concave to the Southeast;

Thence Southwesterly along the arc of said 1000 foot radius curve, through an angle of 69° 07' 30" , a distance of 1206.45 feet;

Thence South 20° 25' West, a distance of 687.91 feet to the beginning of a 1000 foot radius curve, concave to the Northwest;

Thence Southwesterly along said 1000 foot radius curve, through an angle of 38° 45' , a distance of 676.31 feet;

Thence South 59° 10' West, a distance of 1356.05 feet to a point which bears North 59° 15' West, a distance of 341.42 feet from the West quarter corner of said Section 19;

Also excepting all that portion of the above described property lying Northwesterly of the above described 88 foot wide strip of land;

Also excepting therefrom Tract No. 6378 as shown by Map on file in Book 91 Pages 19 to 25 of Maps, records of Riverside County, California ;

Also excepting therefrom that portion conveyed to the County of Riverside by Document recorded June 26, 1975 as Instrument No. 75704 of Official Records of Riverside County, California.

Legal description Continued

(A portion of Assessors Parcel No. 362-090-015-8)

Parcel 7:

The South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19, Township 6 South, Range 3 West, San Bernardino Meridian;

Excepting therefrom Tract No. 6378 as shown by Map on file in Book 91 Pages 19 to 25 of Maps, Records of Riverside County, California.

Also excepting therefrom that portion lying within Bundy Canyon Road and that portion lying Northerly of the Northwesterly line of said Bundy Canyon Road.

(Assessors Parcel No. 362-090-009-3)

Parcel 8:

The South $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19, Township 6 South, Range 3 West, San Bernardino Meridian;

Excepting therefrom Tract No. 6379-1 as shown by Map on file in Book 99 Pages 83 to 90 of Maps, records of Riverside County, California;

Also excepting therefrom that portion lying within Bundy Canyon Road.

(Assessors Parcel No. 362-070-006-8; 362-070-010-1; 362-070-024-4)

SCHEDULE "B"

At the date hereof exception to coverage in addition to the printed exceptions and exclusion contained in said policy form would be as follows:

- 1) Second installment General and Special taxes for the fiscal year 2010-2011, including any assessments collected with taxes.
- | | |
|-----------------|----------------------|
| 1st installment | \$54.66 paid |
| 2nd installment | \$54.66 open |
| Penalty | \$36.47 (after 4-10) |
| Code area | 025-050 |
| Parcel No. | 362-070-021-1 |
| Exemption | \$0 |

Said matter affects portion of Parcel 1.

- 2) Second installment General and Special taxes for the fiscal year 2010-2011, including any assessments collected with taxes.
- | | |
|-----------------|----------------------|
| 1st installment | \$76.43 paid |
| 2nd installment | \$76.43 open |
| Penalty | \$38.64 (after 4-10) |
| Code area | 025-050 |
| Parcel No. | 362-080-007-0 |
| Exemption | \$0 |

Said matter affects portion of Parcel 1.

- 3) Second installment General and Special taxes for the fiscal year 2010-2011, including any assessments collected with taxes.
- | | |
|-----------------|----------------------|
| 1st installment | \$338.41 paid |
| 2nd installment | \$338.41 open |
| Penalty | \$64.84 (after 4-10) |
| Code area | 025-050 |
| Parcel No. | 362-080-008-1 |
| Exemption | \$0 |

Said matter affects portion of Parcel 1.

- 4) Second installment General and Special taxes for the fiscal year 2010-2011, including any assessments collected with taxes.
- | | |
|-----------------|----------------------|
| 1st installment | \$173.31 paid |
| 2nd installment | \$173.31 open |
| Penalty | \$48.33 (after 4-10) |
| Code area | 025-050 |
| Parcel No. | 362-080-009-2 |
| Exemption | \$0 |

Said matter affects remainder of Parcel 1.

Exceptions Continued

- 5) Second installment General and Special taxes for the fiscal year 2010-2011, including any assessments collected with taxes.

1st installment	\$2,487.91 paid
2nd installment	\$2,487.91 open
Penalty	\$279.79 (after 4-10)
Code area	025-050
Parcel No.	362-070-001-3
Exemption	\$0

Said matter affects portion of Parcel 2.

- 6) Second installment General and Special taxes for the fiscal year 2010-2011, including any assessments collected with taxes.

1st installment	\$582.30 paid
2nd installment	\$582.30 open
Penalty	\$89.23 (after 4-10)
Code area	025-025
Parcel No.	362-070-013-4
Exemption	\$0

Said matter affects portion of Parcel 2.

- 7) Second installment General and Special taxes for the fiscal year 2010-2011, including any assessments collected with taxes.

1st installment	\$652.43 paid
2nd installment	\$652.43 open
Penalty	\$96.24 (after 4-10)
Code area	025-050
Parcel No.	362-070-018-9
Exemption	\$0

Said matter affects portion of Parcel 2.

- 8) Second installment General and Special taxes for the fiscal year 2010-2011, including any assessments collected with taxes.

1st installment	\$562.89 paid
2nd installment	\$562.89 open
Penalty	\$87.29 (after 4-10)
Code area	025-050
Parcel No.	362-070-023-3
Exemption	\$0

Said matter affects portion of Parcel 2.

- 9) Second installment General and Special taxes for the fiscal year 2010-2011, including any assessments collected with taxes.

1st installment	\$922.04 paid
2nd installment	\$922.04 open
Penalty	\$123.20 (after 4-10)
Code area	025-050
Parcel No.	362-080-004-7
Exemption	\$0

Said matter affects portion of Parcel 2.

Exceptions Continued

- 10) Second installment General and Special taxes for the fiscal year 2010-2011, including any assessments collected with taxes.
- | | |
|-----------------|-----------------------|
| 1st installment | \$1,752.52 paid |
| 2nd installment | \$1,752.52 open |
| Penalty | \$206.25 (after 4-10) |
| Code area | 025-050 |
| Parcel No. | 362-080-012-4 |
| Exemption | \$0 |

Said matter affects portion of Parcel 2.

- 11) Second installment General and Special taxes for the fiscal year 2010-2011, including any assessments collected with taxes.
- | | |
|-----------------|-----------------------|
| 1st installment | \$697.55 paid |
| 2nd installment | \$697.55 open |
| Penalty | \$100.76 (after 4-10) |
| Code area | 025-050 |
| Parcel No. | 362-090-004-8 |
| Exemption | \$0 |

Said matter affects remainder of Parcel 2.

- 12) Second installment General and Special taxes for the fiscal year 2010-2011, including any assessments collected with taxes.
- | | |
|-----------------|----------------------|
| 1st installment | \$64.67 paid |
| 2nd installment | \$64.67 open |
| Penalty | \$37.47 (after 4-10) |
| Code area | 025-050 |
| Parcel No. | 362-070-003-5 |
| Exemption | \$0 |

Said matter affects Parcel 3.

- 13) Second installment General and Special taxes for the fiscal year 2010-2011, including any assessments collected with taxes.
- | | |
|-----------------|-----------------------|
| 1st installment | \$1,010.26 paid |
| 2nd installment | \$1,010.26 open |
| Penalty | \$132.03 (after 4-10) |
| Code area | 025-050 |
| Parcel No. | 362-080-005-8 |
| Exemption | \$0 |

Said matter affects Parcel 4.

- 14) Second installment General and Special taxes for the fiscal year 2010-2011, including any assessments collected with taxes.
- | | |
|-----------------|-----------------------|
| 1st installment | \$1,111.43 paid |
| 2nd installment | \$1,111.43 open |
| Penalty | \$142.14 (after 4-10) |
| Code area | 025-025 |
| Parcel No. | 362-090-015-8 |
| Exemption | \$0 |

Said matter affects Parcels 5 & 6.

Exceptions Continued

- 15) Second installment General and Special taxes for the fiscal year 2010-2011, including any assessments collected with taxes.
- | | |
|-----------------|----------------------|
| 1st installment | \$83.78 paid |
| 2nd installment | \$83.78 open |
| Penalty | \$39.38 (after 4-10) |
| Code area | 025-025 |
| Parcel No. | 362-090-009-3 |
| Exemption | \$0 |

Said matter affects Parcel 7.

- 16) Second installment General and Special taxes for the fiscal year 2010-2011, including any assessments collected with taxes.
- | | |
|-----------------|----------------------|
| 1st installment | \$34.63 paid |
| 2nd installment | \$34.63 open |
| Penalty | \$34.46 (after 4-10) |
| Code area | 025-025 |
| Parcel No. | 362-070-006-8 |
| Exemption | \$0 |

Said matter affects portion of Parcel 8.

- 17) Second installment General and Special taxes for the fiscal year 2010-2011, including any assessments collected with taxes.
- | | |
|-----------------|----------------------|
| 1st installment | \$19.61 paid |
| 2nd installment | \$19.61 open |
| Penalty | \$32.96 (after 4-10) |
| Code area | 025-050 |
| Parcel No. | 362-070-010-1 |
| Exemption | \$0 |

Said matter affects portion of Parcel 8.

- 18) Second installment General and Special taxes for the fiscal year 2010-2011, including any assessments collected with taxes.
- | | |
|-----------------|----------------------|
| 1st installment | \$307.39 paid |
| 2nd installment | \$307.39 open |
| Penalty | \$61.74 (after 4-10) |
| Code area | 025-025 |
| Parcel No. | 362-070-024-4 |
| Exemption | \$0 |

Said matter affects remainder of Parcel 8.

- 19) The lien of supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq. of the revenue and taxation code of the State of California.
- 20) Rights of the public in and to any portion of said land lying within any lawfully established streets, roads or highways.
- 21) An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
 Recorded: February 13, 1948 in book 891, page(s) 387, Official Records
 For: either or both pole lines, conduits or underground facilities and incidental purposes
 In favor of: California Electric Power Company
 Affects: more particularly described in the above mentioned.

NOTE: Reference is made to said document for full particulars.

Exceptions Continued

- 22) An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
 Recorded: October 03, 1958 in book 2342, page(s) 449, Official Records
 For: either or both pole lines, conduits or underground facilities and incidental purposes
 In favor of: California Electric Power Company
 Affects: more particularly described in the above mentioned.
- NOTE: Reference is made to said document for full particulars.
- 23) An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
 Recorded: March 12, 1959 as Instrument No. 20551, Official Records
 For: ingress, egress, pipelines and incidental purposes
 In favor of: M. H. Armstrong, a married man, as to an undivided 2/5 interest and J.A. Erickson, a married man, as to an undivided 3/5 interest
 Affects: over the Easterly 40 feet of Parcel 2 of said land.
- 24) An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
 Recorded: May 29, 1959 as Instrument No. 47084, Official Records
 For: either or both pole lines, conduits or underground facilities and incidental purposes
 In favor of: California Electric Power Company
 Affects: Parcel 2 of said land.
- 25) The effect of a map recorded in book 32, page(s) 59 of Records of Survey, records of Riverside County, California, purporting to show the herein described property and other land.
- 26) An easement for the hereinafter specific purpose and incidental purposes, as shown on the map of said record of survey on file in book 32, page(s) 59 of records of survey, records of Riverside County, California. Said easement is for road purposes.
- 27) An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
 Recorded: June 07, 1961 as Instrument No. 48434, Official Records
 For: either or both pole lines, conduits or underground facilities and incidental purposes
 In favor of: California Water and Telephone Company, a Corporation
 Affects: Parcel 2 of said land.
- 28) An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
 Recorded: April 09, 1962 as Instrument No. 32229, Official Records
 For: street, ingress, egress and incidental purposes
 In favor of: Title Insurance and Trust Company, a California Corporation
 Affects: within the East 30 feet of Section 19 of said land.
- Said matter affects portion of Parcel 2.
- 29) An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
 Recorded: September 18, 1978 as Instrument No. 196924, Official Records
 For: sewer and incidental purposes
 In favor of: Farm, a California Corporation
 Affects: Parcels 5 and 6 of said land.
- 30) An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
 Recorded: May 25, 1983 as Instrument No. 103321, Official Records
 For: road and incidental purposes
 In favor of: Southern California Edison Company, a Corporation
 Affects: The location of said easement cannot be determined from the public records.
- Said matter affects portion of Parcel 2.

Exceptions Continued

- 31) An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
 Recorded: September 15, 1983 as Instrument No. 189325 and referenced in Document recorded
 September 12, 1960 as Instrument No. 79587 both of, Official Records
 For: road, drainage, including public utility and public services and incidental purposes
 In favor of: County of Riverside
 Affects: Parcel 2 of said land.
- 32) An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
 Recorded: January 17, 1984 as Instrument No. 9854, Official Records
 For: pole lines, conduits or underground facilities and incidental purposes
 In favor of: General Telephone Company of California
 Affects: Parcel 2 of said land.
- 33) An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
 Recorded: November 20, 1984 as Instrument No. 250856, Official Records
 For: cable system and incidental purposes
 In favor of: Farm Master Antenna System, Inc
 Affects: The location of said easement cannot be determined from the public records

An agreement, upon the terms, covenants and conditions contained therein

Regarding: Assignment of Rights and Agreement

Executed by

And between: The Farm, Inc., a California Corporation , The Farm Master Antenna System, Inc.,
 and King Video Cable Company, a Washington Corporation

Recorded: December 13, 1984 as Instrument No. 266629, Official Records.

Reference is hereby made to the above document for full particulars.

An easement for purposes herein stated, and rights incidental thereto as provided in an instrument

Recorded: December 13, 1984 as Instrument No. 266629, Official Records

For: cable system and incidental purposes

In favor of: The Farm Master Antenna System, Inc.

Affects: the location of said easement cannot be determined from the public records.

- 34) An instrument, upon the terms and conditions contained therein
 Entitled: Easement Agreement
 Dated: not shown
 Executed by
 and between: King Video Cable Company, a Washington Corporation and Richard Rondeau, Dale
 Odekirk and Wayne Odekirk, successors in Interest to the dissolved California
 Corporation, The Farm Master Antenna System, Inc
 Recorded: August 08, 1986 as Instrument No. 188898, Official Records
- 35) An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
 Recorded: April 25, 1986 as Instrument No. 95022, Official Records
 For: a sewage disposal field and incidental purposes
 In favor of: The Farm Mutual Water Company, a Corporation, its successors and assigns
 Affects: a portion of parcel 2 and 4.
- 36) The effect of a Notice of Intent to Preserve Mineral Interest executed August 27, 1987 by American Savings and
 Loan Association, recorded September 14, 1987 as Instrument No. 265030 of Official Records of Riverside
 County, California.
- 37) The effect of a Record of Survey on file in book 90, page(s) 100 through 102 of Record of Survey, Records of
 Riverside County, California.

Exceptions Continued

- 38) The effect of Resolution 92-169, approved by the Board of Supervisors for the County of Riverside, approving the establishment of the Southwest Area Road and Bridge Benefit District, and establishing the fee schedule for approved thoroughfares and bridges, as evidenced by document recorded April 17, 1992 as Instrument No. 137846, of Official Records of Riverside County, California.

Reference is hereby made to the above document for full particulars.

- 39) An instrument, upon the terms and conditions contained therein
 Entitled: Bylaws for the Regulation, Except as Otherwise Provided by Statute or by its Articles of Incorporation, of The Farm Mutual Water Company, a Corporation
 Dated: March 18, 1993
 Executed by
 and between: The Farm Mutual Water Company
 Recorded: August 19, 1993 as Instrument No. 324599, Official Records
- 40) An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
 Recorded: April 27, 2000 as Instrument No. 00-156981, Official Records
 For: pipeline or pipelines, ingress, egress and incidental purposes
 In favor of: Farm Mutual Water Company, its successors and assigns
 Affects: The location of said easement is set forth therein.
- 41) An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
 Recorded: April 27, 2000 as Instrument No. 00-156982, Official Records
 For: a pipeline or pipelines, easement roads and appurtenances within the easement and for the ingress and egress and incidental purposes
 In favor of: Farm Mutual Water Company, its successors and assigns
 Affects: The location of said easement is set forth therein.
- 42) A Deed of Trust to secure an indebtedness of
 Amount: \$1,125,000.00
 Trustor: AAD Development Company, LLC.
 Trustee: EBS Escrow Corporation, a California Corporation
 Beneficiary: Quest Components, Inc
 Dated: July 01, 2010
 Recorded: July 27, 2010 as Instrument No. 2010-0349935, Official Records.
- 43) Several liens and or judgments have been identified against parties with similar names which may affect this transaction. In order to provide a completed title report, we must receive a completed statement of information from all parties involved in this transaction.
- 44) The requirement that we be provided:
 (1) A copy of the filed articles of organization of AAD Development Company, LLC., a Limited Liability Company.
 (2) A current list of the names of said limited liability company members.
 (3) A copy of said limited liability company's operating agreement, with a verified certificate that the operating agreement is a true and correct copy of the agreement now in effect.

End of Schedule B

“NOTES AND REQUIREMENTS SECTION”

Note No. 1

California Revenue and Taxation Code Section 18662, effective January 1, 1994 and by amendment effective January 1, 2003, provides that the buyer in all sales of California Real Estate may be required to withhold 3 and 1/3% of the total sales price as California State Income Tax, subject to the various provisions of the law as therein contained.

NOTE NO. 2 PAYOFF INFORMATION:

Note: this company does require current beneficiary demands prior to closing.

If the demand is expired and a correct demand cannot be obtained, our requirements will be as follows:

- A. If this company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. The amount of this hold will be over and above the verbal hold the lender may have stipulated.
- B. If this company cannot obtain a verbal update on the demand, will either pay off the expired demand or wait for the amended demand, at the discretion of the escrow.
- C. In the event that a payoff is being made to a servicing agent for the beneficiary, this company will require a complete copy of the servicing agreement prior to close.

Note No. 3

If this company is requested to disburse funds in connection with this transaction, chapter 598, statutes of 1989 mandates hold periods for checks deposited to escrow or sub-escrow accounts. The mandatory hold is one business day after the day deposited. Other checks require a hold period from three to seven business days after the day deposited.

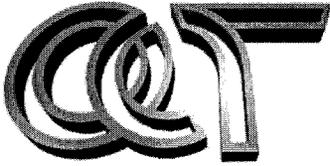
Notice Regarding Your Deposit of Funds

California Insurance Code Sections 12413 *et. Seq.* Regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow and sub-escrow accounts and be available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company via cashier's checks drawn on a California based bank may be disbursed the next business day after the day of deposit. If funds are deposited with by other methods, recording or disbursement may be delayed. All escrow and sub-escrow funds received by the Company will be deposited with other funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The Company and/or its parent company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and the Company shall have no obligation to account to the depositing party in any manner for the value of, or to pay such party, any benefit received by the Company and/or its parent Company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the Company and/or its parent company and earnings on investments made on the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow or sub-escrow. If funds are to be deposited with **Orange Coast Title Company of Southern California – Inland Empire Division** by wire transfer, they should be wired to the following bank/account:

Wiring Instructions for This Office:

**Citizens Business Bank
301 Vanderbilt Way
San Bernardino, CA 92408
ABA 122234149
Account No. 245111614
Credit to the account of Orange Coast Title Company of Southern California – IE
Reference Title Order No. 1189468-10
and Cynthia Kack, title officer**

/CVS



**Orange Coast Title Company of Southern California –
Inland Empire Division**
1955 Hunts Lane, 2nd Floor
San Bernardino, CA 92408
(909) 825-8800

Borrower: AAD Development LLC

Lenders supplemental report

The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented in order to reflect the following additional items relating to the issuance of an American Land Title Association loan policy form as follows:

- A. This report is preparatory to this issuance of an American Land Title Association loan policy of title insurance. This report discloses nothing, which would preclude the issuance of said American land title association loan policy of title insurance with endorsement no. 100 attached thereto.
- B. The improvements on said land are designated as:

Vacant Land
- C. Our search of the public records revealed conveyance(s) affecting said land recorded within 24 months of the date of this report are as follows:
- D. The only conveyance(s) affecting said land recorded within 24 months of the date of this report are as follows:

Grantor: JLM Corporation.
Grantee: FB Holdings, LLC., a Missouri limited liability company
Recorded: December 09, 2008 as Instrument No. 2008-0644925, Official Records.

The only conveyance(s) affecting said land recorded within 24 months of the date of this report are as follows:

Grantor: FB Holdings, LLC., a Missouri limited liability company.
Grantee: AAD Development Company, LLC., a California limited liability company.
Recorded: July 06, 2010 as Instrument No. 2010-0313129, Official Records.

Exhibit B (Revised 11-17-06)

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:
- (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 - 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.
 - Defects, liens, encumbrances, adverse claims or other matters: (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
 - 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.
 - Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
 - 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:
- 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.
 - 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.
 - Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
 - Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
 - (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03) 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:
- Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning: a. building, b. zoning, c. Land use d. improvements on the Land, e. Land division, f. environmental protection. This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date. This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
 - The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
 - The right to take the Land by condemning it, unless: a. a notice of exercising the right appears in the Public Records at the Policy Date; or b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
 - Risks: a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records; b. that are Known to You at the Policy Date, but not to Us, unless they appear 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, d, 22, 23, 24 or 25.
 - Failure to pay value for Your Title.
 - 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 18.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:
 * For Covered Risk 14, 15, 16 and 18, 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 14:	_____ % of Policy Amount or \$ _____ (whichever is less)	\$ _____
Covered Risk 15:	_____ % of Policy Amount or \$ _____ (whichever is less)	\$ _____
Covered Risk 16:	_____ % of Policy Amount or \$ _____ (whichever is less)	\$ _____
Covered Risk 18:	_____ % of Policy Amount or \$ _____ (whichever is less)	\$ _____

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

- In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:
- Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning: * land use * improvements on the land * land division * environmental protection. This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
 - The right to take the land by condemning it, unless: *a notice of exercising the right appears in the public records *on the Policy Date *the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
 - Title Risks: *that are created, allowed, or agreed to by you *that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records *that result in no loss to you *that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
 - Failure to pay value for your title.
 - Lack of a right: *to any land outside the area specifically described and referred to in Item 3 of Schedule A OR *in streets, alleys, or waterways that touch your land. This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

ALTA LOAN POLICY (10-17-92) WITH ALTA ENDORSEMENT-FORM 1 COVERAGE 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:
- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 - 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.
 - 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 (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at 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.
 - 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 applicable doing business laws of the state in which the land is situated.
 - Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
 - Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
 - Any claim, which arises out of the transaction creating the interest of the mortgage insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on: (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer, or (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination, or (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure: (a) to timely record the instrument of transfer, or (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor. The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

- This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:
- 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.
 - 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.
 - Easements, liens or encumbrances, or claims thereof, not shown by the public records.
 - Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
 - (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

2006 ALTA LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

- The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:
- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to: (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters: (a) created, suffered, assumed, or agreed to by the Insured Claimant; (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant; (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is: (a) a fraudulent conveyance or fraudulent transfer, or (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b). The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

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

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

ALTA OWNER'S POLICY (10-17-92) 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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters: (a) 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 estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on: (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure: (a) to timely record the instrument of transfer; or (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor. The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

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

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

2006 ALTA OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE

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

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

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) 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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters: (a) 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 (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or (e) resulting in loss or damage which 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 the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with 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, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at: (a) The time of the advance; or (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

Orange Coast Title Company of Southern California – Inland Empire Division PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information that you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.
- Information we receive from providers of services to us, such as appraisers, appraisal management companies, real estate agents and brokers and insurance agencies (this may include the appraised value, purchase price and other details about the property that is the subject of your transaction with us).
- Information about your transactions with us, our Affiliated Companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Opting Out

We may also share the information we collect about you within our family of companies (our “Affiliated Companies”). We may also provide this information to companies that perform marketing or other services on our behalf, or on behalf of our Affiliated Companies (“Service Providers”). However, we will not share this information with our Affiliated Companies or our Service Providers if you choose to opt out, in writing. To opt out, please use the form entitled “Request Not to Share Nonpublic Personal Information”, which is attached hereto. This form provides instructions on how to request us not to share information with third parties.

Please be aware that Orange Coast Title Company of Southern California – Inland Empire Division and its Affiliated Companies maintain high standards to safeguard nonpublic, personal information, and do not rent or sell such information. Please note, however, that unless you opt out in writing, our Affiliated Companies and Service Providers will have access to the information in our files.

Other Important Information

We reserve the right to modify or supplement this Privacy Policy at any time. If our Privacy Policy changes, we will provide the new Privacy Policy and the ability to opt out (as required by law) before the new policy becomes effective.

Attention

Please note that this preliminary report now has an extra copy of the legal description on a separate sheet of paper. There are no markings on the page. The idea is to provide you with a legal description that can be attached to other documents as needed.

Thank you for your support of **Orange Coast Title Company of Southern California – Inland Empire Division**. We hope that this makes your job a little easier.

Exhibit "A"

Parcel 1:

The West one-quarter of the Northwest one-quarter of the Northeast one quarter of Section 19, Township 6 South, Range 3 West, San Bernardino Base and Meridian;

Excepting therefrom that portion thereof conveyed to the County of Riverside by Deed recorded September 12, 1960 as instrument no. 79587 of official records of Riverside County, California.

Also excepting therefrom that portion thereof conveyed to the County Water Company, Inc., a California corporation by deed recorded July 9, 1986 as instrument no. 159570 of official records of Riverside County, California.

(Assessor's Parcel No.'s: 362-070-021-1; 362-080-007-0; 362-080-008-1; 362-080-009-2)

Parcel 2:

The West half of the Northwest quarter (being also designated as Government Lot 2);

The Northeast quarter of the Northwest quarter;

The North half of the Northwest quarter of the Northeast quarter;

The East half of the Northeast quarter;

All of the above being in Section 19, Township 6 South, Range 3 West, San Bernardino Meridian;

Also excepting therefrom the Northeast quarter of the Southwest quarter of the Northwest quarter of said Section 19;

Excepting therefrom Tract no. 6378 as shown by map on file in book 91 pages 19 to 25 of maps records of Riverside County, California;

Also excepting that portion thereof contained in Bundy Canyon Road;

Also excepting that portion conveyed to the County of Riverside by deed recorded September 12, 1960 as instrument no. 79587 of official records of Riverside County, California;

Also excepting therefrom those portions conveyed to the Farm, a California corporation by documents recorded July 16, 1976 as instrument no. 103640 and April 20, 1979 as instrument no. 79615 both of official records of Riverside County, California;

Also excepting therefrom the following:

That portion of the Northeast quarter of the Northwest quarter of Section 19, Township 6 South, Range 3 West, San Bernardino Meridian, bounded by the following described line:

Beginning at the Northeast corner of said Northeast quarter of the Northwest quarter of Section 19;

Thence South $89^{\circ} 42' 40''$ West, along the Northerly line of said Section 19, 85.55 feet to the beginning of a tangent curve concave to the South, and having a radius of 1000.00 feet;

Thence Westerly, along said curve, through a central angle of $8^{\circ} 54' 50''$, an arc distance of 155.58 feet;

Thence South $9^{\circ} 12' 10''$ East, radial to said curve. 44.00 feet;

Thence South $7^{\circ} 24' 16''$ East, 270.19 feet:

Legal description Continued

Thence South $0^{\circ} 17' 20''$ East, 222.94 feet to the true point of beginning of the description;

Thence South 89° 42' 40" West parallel with said Northerly line of Section 19, 200.00 feet;

Thence South 0° 17' 20" East, 200.00 feet;

Thence North 89° 42' 40" East parallel with said Northerly line 200.00 feet;

Thence North 0° 17' 20" West 200.00 feet to the true point of beginning;

Also excepting therefrom that portion thereof lying within Tract No. 18456-1, as shown by map on file in Book 131 Pages 40 through 46, inclusive, of maps, records of Riverside County, California, and within Tract no. 18456, as shown by map on file in book 139 pages 13 through 17, inclusive of maps records of Riverside County, California;

Also excepting therefrom the South ¼ of the Northeast ¼ of the Northwest ¼, of said Section 19.

Also excepting therefrom the South ½ of the Northwest ¼ of the Northeast ¼ of said Section 19.

(Assessors Parcel No.'s 362-070-001-3; 362-070-013-4; 362-070-018-9; 362-070-023-3; 362-080-004-7; 362-080-012-4; 362-090-004-8)

Parcel 3:

That portion of the Northeast quarter of the Northwest quarter of Section 19, Township 6 South, Range 3 West, San Bernardino Meridian, bounded by the following described line:

Beginning at the Northeast corner of said Northeast quarter of the Northwest quarter of said Section 19;

Thence South 89° 42' 40" West, along the Northerly line of said Section 19, 85.55 feet to the beginning of a tangent curve concave to the South, and having a radius of 1000.00 feet;

Thence Westerly, along said curve, through a central angle of 8° 54' 50", and arc distance of 155.58 feet;

Thence South 9° 12' 10" East, radial to said curve, 44.00 feet;

Thence South 7° 24' 16" East, 270.19 feet;

Thence South 0° 17' 20" East, 222.94 feet to the True Point of Beginning of this description;

Thence South 89° 42' 40" West, parallel with said Northerly line of said Section 19, 200.00 feet;

Thence South 0° 17' 20" East, 200.00 feet;

Thence North 89° 42' 40" East, parallel with said Northerly line, 200.00 feet;

Thence North 0° 17' 20" West, 200.00 feet to the True Point of Beginning.

(Assessors Parcel No. 362-070-003-5)

Parcel 4:

The South half of the Northwest quarter of the Northeast quarter of Section 19, Township 6 South, Range 3 West, San Bernardino Meridian;

(Assessors Parcel No. 362-080-005-8)

Legal description Continued

Parcel 5:

The Southeast ¼ of the Northwest ¼ of Section 19, Township 6 South, Range 3 West, San Bernardino Meridian;

Excepting therefrom Tract No. 6378 as shown by Map on file in Book 91 Pages 19 to 25 of Maps, records of Riverside County, California Tract No. 6379 as shown by Map on file in Book 104 Pages 92 to 96, of Maps, records of Riverside County, California, and Tract No. 6379-1 as shown by Map on file in Book 99 Pages 83 to 90 of Maps, records of Riverside County, California;

Also excepting therefrom that portion conveyed to the County of Riverside by Document recorded June 26, 1975 as Instrument No. 75704 of Official Records of Riverside County, California.

(A portion of Assessors Parcel No. 362-090-015-8)

Parcel 6:

The Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19, Township 6 South, Range 3 West, San Bernardino Meridian;

Excepting from the above described property, that portion of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of Section 19, Township 6 South, Range 3 West, San Bernardino Meridian, lying within an 88 foot wide strip of land, being 44 feet in right angle width on each side of the following described centerline:

Beginning at the Northeast corner of said Section 19;

Thence Westerly, along the North line of said Section 19, a distance of 2719.57 feet to the beginning of a 1000 foot radius curve, concave to the Southeast;

Thence Southwesterly along the arc of said 1000 foot radius curve, through an angle of $69^{\circ} 07' 30''$, a distance of 1206.45 feet;

Thence South $20^{\circ} 25'$ West, a distance of 687.91 feet to the beginning of a 1000 foot radius curve, concave to the Northwest;

Thence Southwesterly along said 1000 foot radius curve, through an angle of $38^{\circ} 45'$, a distance of 676.31 feet;

Thence South $59^{\circ} 10'$ West, a distance of 1356.05 feet to a point which bears North $59^{\circ} 15'$ West, a distance of 341.42 feet from the West quarter corner of said Section 19;

Also excepting all that portion of the above described property lying Northwesterly of the above described 88 foot wide strip of land;

Also excepting therefrom Tract No. 6378 as shown by Map on file in Book 91 Pages 19 to 25 of Maps, records of Riverside County, California ;

Also excepting therefrom that portion conveyed to the County of Riverside by Document recorded June 26, 1975 as Instrument No. 75704 of Official Records of Riverside County, California.

(A portion of Assessors Parcel No. 362-090-015-8)

Parcel 7:

The South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19, Township 6 South, Range 3 West, San Bernardino Meridian;

Excepting therefrom Tract No. 6378 as shown by Map on file in Book 91 Pages 19 to 25 of Maps, Records of Riverside County, California.

Also excepting therefrom that portion lying within Bundy Canyon Road and that portion lying Northerly of the Northwesterly line of said Bundy Canyon Road.

(Assessors Parcel No. 362-090-009-3)

Legal description Continued

Parcel 8:

The South $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19, Township 6 South, Range 3 West, San Bernardino Meridian;

Excepting therefrom Tract No. 6379-1 as shown by Map on file in Book 99 Pages 83 to 90 of Maps, records of Riverside County, California;

Also excepting therefrom that portion lying within Bundy Canyon Road.

(Assessors Parcel No. 362-070-006-8; 362-070-010-1; 362-070-024-4)

STATEMENT OF FACTS

CONFIDENTIAL INFORMATION FOR YOUR PROTECTION

This statement is to be signed personally by each party to the transaction and by both husband, wife or domestic partner before title insurance can be written. When filled in completely it will serve to establish identity, eliminate matters affecting persons of similar name, protect you against forgeries, and speed the completion of your transaction.

MY FULL NAME (First, Middle, Last) _____ Date of Birth : _____
Business Ph: _____ Home Ph: _____ Birthplace: _____
SS# _____ Driver's License No. _____ Expiration Date _____ State Issued _____

I have lived continuously in the USA since: _____
Full name of spouse/domestic partner: (First, Middle, Last) _____
Spouse/domestic partner's Birthplace: _____ Date of Birth: _____
Spouse/domestic partner's SS# _____ I have lived continuously in the USA since: _____
We were married/legally joined on : _____ at _____
Spouse/domestic partner's maiden name: _____

RESIDENCES & OCCUPATIONS DURING PAST 10 YEARS

Street _____ City _____ From _____ to _____
Street _____ City _____ From _____ to _____
Street _____ City _____ From _____ to _____

OCCUPATIONS

(Husband/Domestic partner) Firm Name: _____ Location: _____
Firm Name: _____ Location: _____
Firm Name: _____ Location: _____
(Wife/Domestic partner) Firm Name: _____ Location: _____
Firm Name: _____ Location: _____
Firm Name: _____ Location: _____

(If no former marriage/union, write "none" Otherwise complete the following)

Any Former Name of former wife/domestic partner: _____
Marriages Deceased: ___ Divorced: ___ Interlocutory: ___ Final: ___ When: ___ Where: _____
(check one item - Name of former husband/domestic partner: _____
fill in date & place) Deceased: ___ Divorced: ___ Interlocutory: ___ Final: ___ When: ___ Where: _____

There are no leases, defects, encumbrances, adverse claims, or other matters affecting said property other than as
Shown on the Preliminary Report prepared by: _____
Bearing the above referenced order number dated: _____
There is no-one in possession or entitled to possession of said property other than the Vestee shown in said Preliminary Report except: _____
There is no work of improvement in progress and no such work has been completed within one year of this date:
(Circle One) YES NO

The Street address of the property in this transaction is: _____
Single Family Residence: _____ Multiple Residence: _____ Commercial: _____ Vacant Land: _____
Occupied By: Owner: _____ Lessee: _____ Tenants: _____
Is any portion of new loan funds to be used for construction? (circle one) YES NO

Date: _____ (Signature)

Order No: 1189468-10 _____ (Signature)

