Exhibit A-2.4.3.c

CDP-4 Exceptions

Sub-Areas 3, 4, and 10

RECORDING REQUESTED BY

101990

AND WHEN RECORDED MAIL TO

Name: Mr. Andre Williams
Street Address: 226 South Barranca
City & State: West Covina, California

PAID
Doc. Transfer Tax
W. D. BALOGH
RIV. CO. RECORDER

RECEIVED FOR RECORD
OCT 9 1970
AT 9:00 O'CLOCK A.M.
At Request of SECURITY TITLE INSURANCE CO.
Recorded in Official Records of Riverside County, California
W. D. Balogh
Recorder
FEES $ 3.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name: Mr. Andre Williams
Street Address: c/o Southland Escrow Corp.
City & State: PO Box 6399
Burbank, California 91505

AFFIX I.R.S. $

DOCUMENTARY TRANSFER TAX $ 17.60
X Computed on full value of property conveyed
__Or computed on full value less liens and encumbrances remaining at time of sale
CRESTMORE HOMES CORPORATION
Signature of Declarant or Agent determining tax. Firm name

Corporation Grant Deed

TO 406 CA (8-68) THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CONSTANCE E. WILLIAMS, a married woman, wife of the Grantee herein, and CRESTMORE HOMES CORPORATION, a corporation organized under the laws of the state of California, hereby GRANTS to ANDRE WILLIAMS, a married man, as his separate property,

the following described real property in the unincorporated area, County of Riverside, State of California:

Government Lots 1 and 2 and the East one-half of the Northwest quarter of Fractional Section 31, Township 6 South, Range 12 East, San Bernardino Base and Meridian, with exceptions and reservations as more particularly described in Exhibit A attached hereto, comprising one page.

This deed is given to carry out the mutual desire and agreement of the parties hereto, that said property shall become vested in the Grantee herein as his sole and separate property.

Constance E. Williams
Constance E. Williams

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its _____ President and _____ Secretary thereunto duly authorized.

Dated: October 5, 1970

CRESTMORE HOMES CORPORATION

By R. P. Hoorn — President

By Doris L. Hoorn — Secretary

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.

On October 7, 1970 before me, the undersigned, a Notary Public in and for said State, personally appeared R. P. Hoorn known to me to be the _____ President, and Doris L. Hoorn known to me to be _____ Secretary of the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Helen K. Weyenberg

Name (Typed or Printed)

OFFICIAL SEAL
HELEN K. WEYENBERG
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires June 6, 1973

(This area for official notarial seal)

Title Order No. 384943 Escrow or Loan No. 64448

MAIL TAX STATEMENTS AS DIRECTED ABOVE

TO 447 C
(Individual)

TT

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.

On October 5, 1970 before me, the undersigned, a Notary Public in and for said State, personally appeared Constance E. Williams, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Signature Helen K. Weyenberg

Name (Typed or Printed)

OFFICIAL SEAL
HELEN K. WEYENBERG
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires June 6, 1973

(This area for official notarial seal)

101990 PLACE HERE

64449

101990

RESERVING unto the Grantor and the general public easements for road purposes across the North 44 feet, the West 44 feet, the South 30 feet and the East 30 feet of the above described property.

EXCEPTING therefrom twenty-five percent of all mineral of whatever kind or character and gas, and other hydrocarbon substances in, on, or upon said land, but without the right of surface entry, as reserved in the Deed from Gore Bros., Inc., a corporation, recorded August 20, 1957, as Instrument No. 60225;

ALSO EXCEPTING therefrom twenty-five percent of all minerals of whatever kind or character and gas, oil, and other hydrocarbon substances in, or upon said land, but without the right of surface entry, as referred to in the "Agreement" by and between Robert P. Hoorn, et al, to Arizona-California Development Co., Inc., dated December 5, 1958, and recorded December 24, 1958, in Book 2386, Pages 173 to 182 inclusive, of Official Records, Riverside County Records, and re-recorded January 6, 1959, as Instrument No. 786, and as clarified by Deed from Crestmore Homes Corporation to R. P. Hoorn, et al, dated September 28, 1970, and recorded October 2, 1970 as Instrument No. 98105

Description: Riverside,CA Document-Year.DocID 1970.101990 Page: 2 of 2
Order: 471 Comment:

RECORDING REQUESTED BY

101991

AND WHEN RECORDED MAIL TO

Name: Villa de San Juan, Inc.
Street Address: 3310½ West Beverly Boulevard
City & State: Montebello, California

PAID
Doc. Transfer Tax
W. D. BALOGH
RIV. CO. RECORDER

RECEIVED FOR RECORD
OCT 9 1970
AT 9:00 O'CLOCK A.M.
at Request of
SECURITY TITLE INSURANCE CO.
Recorded in Official Records
of Riverside County, California
W. D. Balogh
Recorder
FEES $

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name: C/o Southland Escrow Corporation
Street Address: P. O. Box 6399
City & State: Burbank, California 91505

DOCUMENTARY TRANSFER TAX $ 6.35
___ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
___ OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE.
Signature of Declarant or Agent determining tax. Firm Name

Grant Deed

TO 405.1 CA (1-70)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

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

ANDRE WILLIAMS, a married man,

hereby GRANT(S) to VILLA DE SAN JUAN, INC., a corporation

the following described real property in the unincorporated area,
County of Riverside, State of California:

Parcel 1: Government Lot 1 in the Northwest quarter of Fractional Section 31, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

Parcel 2: Government Lot 2 in the Northwest quarter of Fractional Section 31, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

Parcel 3: The Northeast quarter of the Northwest quarter, Fractional Section 31, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

Parcel 4: The Southeast quarter of the Northwest quarter of Fractional Section 31, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

with exceptions and reservations as more particularly described in Exhibit A attached hereto, comprising one page.

Dated October 5, 1970

Andre Williams

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.
On October 5, 1970 before me, the undersigned, a Notary Public in and for said State, personally appeared

Andre Williams

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.
WITNESS my hand and official seal.

Signature

Name (Typed or Printed)

OFFICIAL SEAL
JOHN K. MULLEN
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires June 2, 1973
2320 W. Magnolia Blvd., Burbank, Calif. 91505

(This area for official notarial seal)

Title Order No. 384943 Escrow or Loan No. 64438

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Description: Riverside,CA Document-Year.DocID 1970.101991 Page: 1 of 2
Order: 471 Comment:

101991

RESERVING unto the Grantor and the general public easements for road purposes across the East 20 feet of Parcels 1 and 2, the West 20 feet of Parcels 3 and 4, the South 20 feet of Parcels 1 and 3, the North 20 feet of Parcels 2 and 4.

EXCEPTING therefrom twenty-five percent of all mineral of whatever kind or character and gas, and other hydrocarbon substances in, on, or upon said land, but without the right of surface entry, as reserved in the Deed from Gore Bros., Inc., a corporation, recorded August 20, 1957, as Instrument No. 60225;

ALSO EXCEPTING therefrom twenty-five percent of all minerals of whatever kind or character and gas, oil, and other hydrocarbon substances in, or upon said land, but without the right of surface entry, as referred to in the "Agreement" by and between Robert P. Hoorn, et al, to Arizona-California Development Co., Inc., dated December 5, 1958, and recorded December 24, 1958, in Book 2386, Pages 173 to 182 inclusive, of Official Records, Riverside County Records, and re-recorded January 6, 1959, as Instrument No. 786, and as clarified by Deed from Crestmore Homes Corporation to R. P. Hoorn, et al, dated September 28, 1970, and recorded October 2, 1970 as Instrument No. 98105.

Description: Riverside,CA Document-Year.DocID 1970.101991 Page: 2 of 2
Order: 471 Comment:

FORM RW 150 REV. 2-68

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
P. O. BOX 351
LOS ANGELES, CALIFORNIA 90053

ATTN: R/W & LAND DEPT.-ESCROW

15539

RECEIVED FOR RECORD
FEB 18 1970
AT 9:00 O'CLOCK A.M.
At Request of
TITLE INS. & TRUST CO.
Recorded in Official Records
of Riverside County, California
W. M. Rodgers Recorder
FEES $ 3.00

36

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RIGHT-OF-WAY EASEMENT
(INDIVIDUAL)

TAX DUE $_____

Location: unincorporated area

THE UNDERSIGNED, DORIS L. HOORN and HELEN A. MULLEN,

hereinafter called "Grantor", for a valuable consideration, paid by SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys unto said SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter called "Grantee", all those certain permanent and exclusive easements and rights of way to construct, operate, use, maintain, inspect, repair, renew, replace, reconstruct, enlarge, alter, add to, improve, relocate and/or remove, at any time and from time to time, electric lines, consisting of one or more lines of metal towers, poles and/or other structures, wires, cables, including ground wires and communication circuits, both overhead and underground, with necessary and convenient foundations, conduits, pullboxes, guy wires and anchors, insulators and crossarms placed on said structures, and other fixtures, appliances and appurtenances connected therewith, necessary or convenient for the construction, operation, regulation, control, grounding and maintenance of electric lines and communication circuits, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication and/or other purposes, together with the easement and right of way for roads, ingress, egress and other convenient purposes needed or desired at any time and from time to time by Grantee, and the right to clear and to keep clear said easements and rights of way and the real property affected thereby, free from explosives, buildings, structures, equipment, brush, combustible materials and any and all other obstructions of any kind, including, but not in any way in limitation of the generality of the foregoing, swimming pools and appurtenances, fences (other than farm, grazing or pasture fences), and the parking of automobiles, trucks or other mechanical equipment, for protection from fire and other hazards and from interference with ingress and egress and with the unobstructed use of said easements and rights of way and every part thereof, and for any and all purposes herein mentioned; in, under, on, over, along and across that portion of a strip of land, 300 feet wide, hereinafter referred to as "right of way strip", lying within that certain real property of the Grantor, in the County of Riverside, State of California, described as follows:

That portion of the South half of Section 5, Township 6 South, Range 12 East, San Bernardino Meridian, conveyed to R. P. Hoorn and J. K. Mullen, by deed recorded August 20, 1957, as Instrument No. 60291, of Official Records, in the office of the County Recorder of said County.

The side lines of said strip of land, 300 feet wide, shall be 40 feet Northerly and 260 feet outherly, measured at right angles, respectively, from the following described reference line:

Beginning at a point in the Westerly line of Section 5, Township 6 South, Range 12 East, San Bernardino Meridian, said point being North 0° 07' 48" East, 827.75 feet, measured along said Westerly line, from a found 1 inch iron pipe set for the Southwest corner of said Section 5; thence North 87° 57' 21" East, 10,601.43 feet, more or less, to a point in the Easterly line of Section 4, Township 6 South, Range 12 East, San Bernardino Meridian, said point being North 0° 26' 22" West, 1196.83 feet, measured along said Easterly line, from a found 2 inch iron pipe, with a U.S.G.L.O. brass cap, set for the Southeast corner of said Section 4.

DOCUMENTARY TRANSFER TAX $.....
.....COMPUTED ON FULL VALUE OF PROPERTY CONVEYED.
.....OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE.
Title Ins. & Trust Co. as Agent for .....

15539

Grantee shall have the right to construct roads, use existing roads and make such additions thereto, on lands of Grantor within and/or adjoining said right of way strip, as shall be necessary or convenient to Grantee's access to and use of said right of way strip, or any extension of said right of way strip on the lands of others, and the right to use all necessary and convenient means of ingress to and egress from said right of way strip, or said extension thereof, from the public highway most convenient thereto, for the uses and purposes and the exercising of the rights herein granted. In the event alternate public roads are constructed which, in the opinion of Grantee, will provide Grantee with access to said right of way strip, or said extension thereof, as convenient and adequate as that which Grantee may then be using, Grantee agrees to quitclaim any such portion or portions of the access roads no longer required hereunder as may be determined by Grantee.

Grantor reserves for Grantor and Grantor's heirs and assigns, across (but not longitudinally along) said right of way strip, rights for (1) underground water pipelines, (2) farm, grazing or pasture fences, and (3) roads, provided, however, that the exercise of such rights does not interfere with or endanger, in the opinion of Grantee, the operation or maintenance of the electric lines and/or communication circuits of Grantee, or Grantee's ready access to its said electric lines and/or communication circuits, or the exercise of any of the rights herein granted to Grantee. In addition to said reserved rights for water pipelines, farm fences and roads, Grantor and Grantor's heirs and assigns shall have only the additional right to cultivate the land within said right of way strip for any and all field or orchard crops which may be grown thereon or to use such land for grazing and pasturage, provided such uses shall not interfere with the rights herein granted to Grantee, its successors and assigns. Grantor expressly agrees for Grantor and Grantor's heirs and assigns, that said right of way strip will never be used for cemetery purposes.

Where said right of way strip is under cultivation, said underground cables, wires and conduits shall be laid so that the tops thereof shall be at least 36 inches below the surface of the ground.

Grantee shall have the right to install and use gates in any and all fences which are now or may hereafter be constructed on said lands of Grantor, for the purpose of permitting at all times convenient entry to and along said right of way strip. Any gates which are installed by Grantee on said lands, shall be locked with Grantee's locks, and also, if Grantor so desires, may be locked with Grantor's locks, in such a manner that either can lock or unlock the gates. Any gates which are installed and locked by Grantor and used by Grantee shall be locked also by Grantee's locks so that either can lock or unlock the gates.

Grantee shall have the right to make such surface cuts within said right of way strip as may be necessary to maintain the clearance between the wires and cables and the surface of the ground that may be required by the orders of the Public Utilities Commission of the State of California, or other governmental body having jurisdiction thereof, or that may be necessary for the economical construction maintenance or operation of said electric lines, communication circuits and appurtenances.

Grantee shall have the right to trim or top and to keep trimmed or topped any and all trees on the lands of Grantor within said right of way strip, and any and all trees on the lands of the Grantor adjacent to said right of way strip for a distance of 75 feet from the exterior lines of said right of way strip, to such heights as in the judgment of Grantee, its successors or assigns, shall be reasonably necessary for the proper construction, operation and maintenance of said electric lines and communication circuits, but at no point outside of said right of way strip to a height of less than 50 feet.

Grantor or Grantor's heirs or assigns, shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on said right of way strip, or so near thereto as to constitute, in the opinion of Grantee, its successors or assigns, a menace or danger to said electric lines and communication circuits or which may in the opinion of Grantee, interfere with Grantee's ready access to said electric lines and communication circuits.

It is understood and agreed that the grant of this easement does not convey to Grantee any right, title or interest in or to any oil, gas, petroleum or other mineral or hydrocarbon substances within the limits of the said right of way strip or otherwise, but that Grantor and Grantor's heirs and assigns, in prospecting for or developing oil, gas, petroleum or other mineral or hydrocarbon substances will do so from adjacent land and in such a manner as will not endanger or interfere with the structures and facilities erected and installed by Grantee or with the operation or maintenance of the electric lines and communication circuits of Grantee, and will not construct, place or maintain, or permit to be constructed, placed or maintained, any oil or mud sump, derrick, drilling rig, oil storage tank or other structure of any kind whatsoever, on any portion of said right of way strip.

It is further understood and agreed that no other easement or easements shall be granted on, under or over said right of way strip by Grantor to any person, firm or corporation without the previous written consent of Grantee.

The terms, covenants and conditions of this Right-of-Way Easement shall bind and inure to the benefit of the heirs, executors, administrators and assigns of Grantor and the successors and assigns of Grantee.

15539

IN WITNESS WHEREOF, Grantor has executed this instrument this 4th day of FEBRUARY, 19 70.

Witness:

Doris L. Hoorn

Doris L. Hoorn

Helen A. Mullen

Helen A. Mullen

Grantor

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES } ss.

On this 4th day of FEBRUARY, 19 70, before me, a Notary Public in and for said State, personally appeared Doris L. Hoorn and Helen A. Mullen

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same.

WITNESS my hand and official seal.

Helen K. Weyenberg

OFFICIAL SEAL
HELEN K. WEYENBERG
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires June 6, 1973

WITNESS ACKNOWLEDGMENT

STATE OF CALIFORNIA,
COUNTY OF _____ } ss.

On this _____ day of _____, 19____, before me, a Notary Public in and for said State, personally appeared _____

personally known to me to be the same person whose name is subscribed to the within instrument as a subscribing witness thereto, who, being by me duly sworn, deposed and said that he resides in the County of _____, State of California, that he was present and saw Doris L. Hoorn and Helen A. Mullen

personally known to him to be the same person(s) described in and whose name(s) is (are) subscribed to the foregoing instrument as a party thereto, sign, execute and deliver the same, and that such person(s) acknowledged to said affiant that he (she) (they) executed the same, and that he, the affiant, then and there subscribed his name to said instrument as a witness.

WITNESS my hand and official seal.

END RECORDED DOCUMENT, W. D. BALOGH, COUNTY RECORDER

105014

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name: Mr. Andre Williams
Street Address: 226 South Barranca
City & State: West Covina, California

PAID
Doc. Transfer Tax
W. D. BALOGH
RIV. CO. RECORDER

RECEIVED FOR RECORD
OCT 19 1970
AT 9:00 O'CLOCK A.M.
At Request of
SECURITY TITLE INSURANCE CO.
Recorded in Official Records
Riverside County, California
W. D. Balogh
Recorder
FEES $ 3.60

3.60

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name: Southland Escrow Corporation
Street Address: P. O. Box 6399
City & State: Burbank, California 91505

AFFIX I.R.S. $

DOCUMENTARY TRANSFER TAX $ 14.30
Computed on full value of property conveyed
Or computed on full value less liens and encumbrances remaining at time of sale
Firm name
Signature of Declarant or Agent determining tax
Firm name

Corporation Grant Deed

TO 406 CA (8-65)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
CONSTANCE E. WILLIAMS a married woman, wife of the Grantee herein, and
CRESTMORE HOMES CORPORATION,
a corporation organized under the laws of the state of California,
hereby GRANTS to ANDRE WILLIAMS, a married man, as his separate property,

the following described real property in the unincorporated area,
County of Riverside, State of California:

The Southwest quarter of Section 5, Township 6 South, Range 12 East, San Bernardino Base and Meridian, with exceptions and reservations as more particularly described in Exhibit A attached hereto, comprising one page.

This deed is given to carry out the mutual desire and agreement of the parties hereto, that said property shall become vested in the Grantee herein as his sole and separate property.

Constance E. Williams
Constance E. Williams

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its _____ President and _____ Secretary thereunto duly authorized.

Dated: October 5, 1970

CRESTMORE HOMES CORPORATION

By R. P. Hoorn
R. P. Hoorn, President

By Doris L. Hoorn
Doris L. Hoorn, Secretary

STATE OF CALIFORNIA } ss.
COUNTY OF Los Angeles

On October 5, 1970 before me, the undersigned, a Notary Public in and for said State, personally appeared R. P. Hoorn known to me to be the _____ President, and Doris L. Hoorn known to me to be _____ Secretary of the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Helen K. Weyenberg

Name (Typed or Printed)

OFFICIAL SEAL
HELEN K. WEYENBERG
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires June 6, 1973

(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. 64470

MAIL TAX STATEMENTS AS DIRECTED ABOVE

105014

STAPLE HERE

TO 447 C
(Individual)

TI

STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss.

On October 5, 1970 before me, the undersigned, a Notary Public in and for said State, personally appeared Constance E. Williams

known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Signature Helen K. Weyenberg

Name (Typed or Printed)

OFFICIAL SEAL
HELEN K. WEYENBERG
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires June 6, 1973

(This area for official notarial seal)

105014

EXCEPTING therefrom that portion lying 125 feet Southerly and 325 feet Northerly, measured perpendicular to the following described line: Beginning at a point on the West line of said Section 5, 1056.40 feet South 0° 16' 32" West from the Northwest corner of the Southwest quarter of said Section 5, measured on said West line; thence South 87° 02' 27" East, 125.09 feet; thence Northeasterly on a curve concave Northwesterly, having a radius of 500 feet and a central angle of 27° 29' 05" 239.85 feet; thence North 65° 28' 28" East, on a tangent to last mentioned curve, 619.85 feet; thence Northeasterly, on a curve concave Northwesterly, having a radius of 500 feet and a central angle of 21° 28' 30", 187.40 feet; thence North 43° 59' 58" East on a tangent to last mentioned curve, 182.89 feet; thence Northeasterly on a curve concave Southeasterly, having a radius of 250 feet and a central angle of 50° 54' 55", 222.16 feet; thence South 85° 05' 07" East, on tangent to last mentioned curve, 1420.85 feet; thence Easterly, on a curve concave Northerly, having a radius of 500 feet and a central angle of 16° 10' 05", 141.09 feet; thence North 78° 44' 48" East on tangent to last mentioned curve, 418.67 feet; thence Northeasterly , on curve concave Northwesterly having a radius of 500 feet and central angle of 12° 21' 50", 107.90 feet,; thence North 66° 22' 58" East, on tangent to last mentioned curve, 420.10 feet; thence Southeasterly, on a curve concave Southwesterly, having a radius of 500 feet and central angle of 79° 31' 20", 693.96 feet; thence South 34° 05' 42" East, on tangent to last mentioned curve, 432.63 feet; thence Southeasterly, on curve concave Northeasterly, having a radius of 500 feet and central angle of 30° 20' 30", 264.78 feet; thence South 64° 26' 12" East, on tangent to last mentioned curve, 420.10 feet, more or less, to a point on East line of said Section 5, 1469.12 feet North 00° 08' 56" West from the Southeast corner of said Section 5, measured on said East line, conveyed to Metropolitan Water District of Southern California by Deed recorded March 3, 1934, in Book 159, Page 579, of Official Records, Riverside County Records.

RESERVING unto the Grantor and the general public easements for road purposes across the South 44 feet, the West 44 feet, the North 30 feet and the East 30 feet of the above described property.

EXCEPTING therefrom twenty-five percent of all mineral of whatever kind or character and gas, and other hydrocarbon substances in, on, or upon said land, but without the right of surface entry, as reserved in the Deed from Gore Bros., Inc., a corporation, recorded August 20, 1957, as Instrument No. 60285.

ALSO EXCEPTING therefrom twenty-five percent of all minerals of whatever kind or character and gas, oil, and other hydrocarbon substances in, or upon said land, but without the right of surface entry, as referred to in the "Agreement" by and between Robert P. Hoorn, et al, to Arizona-California Development Co., Inc., dated December 5, 1958, and recorded December 24, 1958, in Book 2386, Pages 173 to 182 inclusive, of Official Records, Riverside County Records, and re-recorded January 6, 1959, as Instrument No. 786, and as clarified by Deed from Crestmore Homes Corporation to R. P. Hoorn, et al, dated September 28, 1970, and recorded October 2, 1970, as Instrument No. 98105.

RECORDER'S MEMO: Legibility of writing, Typing or Printing UNSATISFACTORY in this document when received For Record.

END RECORDED DOCUMENT, W. D. BALOGH, COUNTY RECORDER

Description: Riverside,CA Document-Year.DocID 1970.105014 Page: 3 of 3
Order: 471 Comment:

Exhibit A-2.4.1.d

CDP-4 Preliminary Property Assessment

Sub-Area 5

PRELIMINARY PROPERTY ASSESSMENT

for

Colorado Desert Preserve
CDP-4 Sub Area 5

This Preliminary Property Assessment provides a summary and explanation (Attachment 1) of each recorded or unrecorded lien or encumbrance on, or interest in, certain real property containing approximately 160 acres located in the County of ***Riverside***, State of California, designated as Assessor's Parcel Number(s) ***709-480-001, 709-480-002, 709-480-003, 709-480-004, and 709-480-005*** (the "Property"), as legally described in the Preliminary Report (Exhibit A-2.4.2.d) issued by ***Lawyers Title Company***, ***dated July 2, 2010***, ***File No. 610600702*** (the "Preliminary Report"). A copy of each lien, encumbrance, and/or other exception to title is provided in Exhibit A-2.4.3.d.

Attachment 1
Summary and Explanation of Encumbrances

Schedule B recorded exceptions listed in the title report include:

There are a total of eleven listed exceptions in this title report. Exceptions A, B, 1, 2, 4 and 7-9 are standard, non-recorded exceptions. These exceptions include property taxes, supplemental taxes and/or assessments, if applicable, and standard exceptions such as rights and easements not of public record.

EASEMENTS AND RIGHTS OF WAY

Preliminary Report Exception #: 3

- Date: January 12,1978, Inst. No. 6521
- Grantor: Crestmore Homes Corporation
- Grantee: Richard Gillette
- Description: An easement for road and public utilities.
- Analysis: This is an easement for road and other public utility purposes, together with the right of entry and the right to dedicate same over the North 30 feet, the East 30 feet, the South 60 feet and the West 60 feet. This easement was reserved "unto the Grantor and the public in general" along the outer portion of the property and was most likely as an attempt to create access to the property.

Preliminary Report Exception #: 5

- Description: The fact that the public record does not disclose that the ownership of said land includes rights of access to or from any public street.
- Analysis: This property is included in a Bureau of Land Management's Right of Way Application Form #SF-299. The approval of this application will result in an easement granted to Wildlands, its successors, assigns, consultants, etc. as legal, perfected access to the Property.

Preliminary Report Exception #: 6

- Date: July 1, 2005, Inst. No. 2005-0528434
- Grantor: Paul Smith III
- Grantee: Mark T. Gombar and Mary L. Gombar
- Description: The effects of a deed
- Analysis: This Grant Deed granted an undivided 9.38% interest to the Grantee. Additional Grant Deeds verify the remaining interest in the property is held by Grantee. Therefore, the Grantee now holds 100% interest in the property.

MINERAL INTERESTS

Sub-surface oil, gas, minerals, and other hydrocarbon substances have been reserved by a previous owner.

Exhibit A-2.4.2.d

CDP-4 Title Report

Sub-Area 5

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

Lawyers Title
275 W. Hospitality Lane #200
San Bernardino, CA 92408

Attn: Coleen Graves

Title Officer: Joe Lardieri/ Randall Wong--LT
email: tu60@ltic.com
Phone No.:
Fax No.:
File No.: 610600702

Your Reference No: 7606126

Property Address: Vacant Land, Riverside County, California

PRELIMINARY REPORT

Dated as of July 2, 2010 at 7:30 a.m.

In response to the above referenced application for a policy of title insurance, Lawyers Title - IE 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.

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SCHEDULE A

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

CLTA Standard Owners
ALTA Loan 2006

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:

Mark T. Gombar and Mary L. Gombar, Trustees of the M & M G Trust, dated October 12, 2005

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

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

File No: 610600702

EXHIBIT "A"

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

The Southwest quarter of Section 21, Township 6South, Range 12 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the official plat thereof.

EXCEPT therefrom the oil, gas, minerals, and other hydrocarbon substances lying below the surface of said land, as provided in deeds of record.

APN: 709-480-001-5; 709-480-002-6; 709-480-003-7; 709-480-004-8 and 709-480-005-9

File No: 610600702

SCHEDULE B – Section A

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may 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.

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SCHEDULE B – Section B

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

A. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, to be levied for the fiscal year 2010 – 2011 which are a lien not yet payable.

B. Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenue and Taxation Code of the State of California.

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

2. An easement in favor of the public over any existing roads lying within said land.

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

Purpose:	road and public utility purposes
Recorded:	January 12, 1978 as Instrument No. 6521 of Official Records
Affects:	said land more particularly described therein

4. Any easements not disclosed by those public records which impart constructive notice and which are not visible and apparent from an inspection of the surface of said land.

5. The fact that the public record does not disclose that the ownership of said land includes rights of access to or from any public street. Notwithstanding the insuring clauses of the policy, the Company does not insure against loss of damage by reason of a lack of a right of access to and from the land.

6. The effect of a deed

Dated:	June 7, 2002
Grantor:	Paul Smith III, an unmarried man
Grantee:	Mart T. Gombar and Mary L. Gombar, husband and wife as joint tenants
Recorded:	July 1, 2005 as Instrument No.2005-0528434 of Official Records

For the purposes of title insurance, this Company requires that an Affidavit (attached) be completed and executed by the grantor above and that it be acknowledged before a notary who is an EMPLOYEE of the title or escrow company and then submitted to the Title Officer for review.

The Company further requires a statement of information from the grantors above in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matters which do not specifically describe said land, but which, if any do exist may effect the title or impose liens or encumbrances thereon.

7. Title search discloses no open deeds of trust. Please confirm prior to close of escrow.

8. Any invalidity or defect in the title of Vestees in the event such trust is invalid or fails to confer sufficient powers in the trustees or in the event there is lack of compliance with the terms and provisions of the trust instrument.

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9. Any rights, interests or claims of parties in possession of the land not shown by the public records.

END OF SCHEDULE B EXCEPTIONS

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

File No: 610600702

REQUIREMENTS SECTION:

Req. No. 1: The Company will require a statement of information from the parties named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matters which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon.

Parties: Buyers and/or Sellers

Req. No. 2: The Company will require that it be provided with either (i) a complete copy of the trust agreement and any amendments thereto certified by the trustee(s) to be a true and complete copy with respect to the hereinafter named trust, or (ii) a Certification, pursuant to California Probate Code Section 18100.5, executed by all of the current trustee(s) of the hereinafter named trust, a form of which is attached.

Trust: M & M G Trust dated October 12, 2005

File No: 610600702

INFORMATIONAL NOTES SECTION

Note No. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.

Note No. 2: The current owner does NOT qualify for the $20.00 discount pursuant to the coordinated stipulated judgments entered in actions filed by both the Attorney General and private class action plaintiffs for the herein described property.

Note No. 3: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and 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 check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The 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 such 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 to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with 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.

WIRING INSTRUCTIONS FOR THIS OFFICE ARE:

Union Bank
1980 Saturn Street, V03-012
Monterey Park, CA 91755
(800) 849-6466
ABA # 122000496
CREDIT TO: Lawyers Title - IE
ACCOUNT #: 9101081413

RE: 610600702

PLEASE INDICATE Lawyers Title - IE TITLE ORDER NUMBER

Note No. 4: The charges which the company will make for next day messenger services (i.e. Federal Express, UPS, DHL, Airborne, Express mail, etc.) are $15.00 per letter, standard overnight service, and $25.00 for larger size packages and/or priority delivery services. Such charges include the cost of such messenger service and the company's expenses for arranging such messenger service and its overhead and profit. Special messenger services will be billed at the cost of such services. There will be no additional charge for pick-up or delivery of packages via the company's regularly scheduled messenger runs.

File No: 610600702

Note No. 5: THIS COMPANY REQUIRES CURRENT BENEFICIARY DEMANDS PRIOR TO CLOSING. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:

(a) If this Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be in addition to the verbal hold the lender may have stipulated.

(b) If this Company cannot obtain a verbal update on the demand, we will either pay off the expired demand, or wait for the amended demand, at our discretion.

(c) All payoff figures are verified at closing. If the customer's last payment was made within 15 days of closing, our Payoff Department may hold one month's payment to insure check has cleared the bank (unless a copy of the cancelled check is provided, in which case there will be no hold).

Note No. 6: There are no conveyances affecting said land recorded within 24 months of the date of this report.

Note No. 7: Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year shown below, are paid. For proration purposes the amounts are:

Fiscal year	2009 - 2010
1st Installment:	$49.21
2nd Installment:	$49.21
Land Value	$8,905.00
Improvement Value:	$-0-
Exemption:	$-0-
Code Area:	058-002
Assessment No.:	709-480-001-5

Note No. 8: Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year shown below, are paid. For proration purposes the amounts are:

Fiscal year	2009 - 2010
1st Installment:	$49.21
2nd Installment:	$49.21
Land Value	$8,905.00
Improvement Value:	$-0-
Exemption:	$-0-
Code Area:	058-002
Assessment No.:	709-480-002-6

Note No. 9: Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year shown below, are paid. For proration purposes the amounts are:

Fiscal year	2009 - 2010
1st Installment:	$97.89
2nd Installment:	$97.89
Land Value	$17,819.00
Improvement Value:	$-0-
Exemption:	$-0-
Code Area:	058-002
Assessment No.:	709-480-003-7

File No: 610600702

Note No. 10: Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year shown below, are paid. For proration purposes the amounts are:

Fiscal year	2009 - 2010
1st Installment:	$97.89
2nd Installment:	$97.89
Land Value	$17,819.00
Improvement Value:	$-0-
Exemption:	$-0-
Code Area:	058-002
Assessment No.:	709-480-004-8

Note No. 11: Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year shown below, are paid. For proration purposes the amounts are:

Fiscal year	2009 - 2010
1st Installment:	$97.89
2nd Installment:	$97.89
Land Value	$17,819.00
Improvement Value:	$-0-
Exemption:	$-0-
Code Area:	058-002
Assessment No.:	709-480-005-9

Processor: BLH
Date Typed: July 9, 2010

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:

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, 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.

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:

1. 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.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This

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Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. 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.
4. 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.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.
   This Exclusion does not limit the coverage described in Covered Risk 11 or 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:	**1% of Policy Amount or $2,500** (whichever is less)	**$10,000**
Covered Risk 15:	**1% of Policy Amount or $5,000** (whichever is less)	**$25,000**
Covered Risk 16:	**1% of Policy Amount or $5,000** (whichever is less)	**$25,000**
Covered Risk 18:	**1% of Policy Amount or $2,500** (whichever is less)	**$5,000**

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:
1. 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.
2. 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
3. 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
4. Failure to pay value for your title.
5. 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.

AMERICAN LAND TITLE ASSOCIATION 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:
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

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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 (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.
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 or any consumer credit protection or truth in lending law.
6. 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.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee 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 or 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 judgment 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 General Exceptions:

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

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

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

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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.

AMERICAN LAND TITLE ASSOCIATION 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:

File No: 610600702

(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment 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 General Exceptions:

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 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.

File No: 610600702

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 s 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.

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

Order No. 610600702

Notice of Available Discounts

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

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

FNF Underwritten Title Company
LTC – Lawyers Title Company

FNF Underwriter
CLTIC – Commonwealth Land Title Insurance Co.

Available Discounts

FEE REDUCTION SETTLEMENT PROGRAM (LTC and CLTIC)
Eligible customers shall receive a $20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in The People of the State of California.

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

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

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

Order No: 610600702

"Notice to Customers"

(**I**nvolves **R**esidential **R**eal **P**roperty in **C**alifornia **ONLY**)

You may be entitled to receive a $20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is subject of your current transaction, you must – prior to the close of the current transaction – inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company if the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you quality for a discount which is subject to other terms and conditions.

Name: _____

Address: _____

Telephone No: _____

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

Order No: 610600702

"Notice to Customers"

(**I**nvolves **R**esidential **R**eal **P**roperty in **C**alifornia **ONLY**)

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If your previous transaction involved property different from the property that is subject of your current transaction, you must – prior to the close of the current transaction – inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

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Name: _____

Address: _____

Telephone No: _____

Order No: 610600702 - LTIE - Joe Lardieri/ Randall Wong--LT

CERTIFICATION OF TRUST

California Probate Code Section 18100.5

The undersigned declare(s) under penalty of perjury under the laws of the State of California that the following is true and correct:

1. The Trust known as _____,

   executed on _____, is a valid and existing trust.
2. The names of the settlors of the Trust are:

   _____

   _____
3. The names of the currently acting trustees are:

   _____

   _____
4. The trustees of the Trust have the following powers (initial applicable line(s)):

   _____ Power to acquire additional property.
   _____ Power to sell and execute deeds.
   _____ Power to encumber, and execute deeds of trust.
   _____ Other:

   _____
5. The Trust is (check one): _____ Revocable _____ Irrevocable
   If revocable, who may revoke the Trust?

   _____
6. Are all trustees required to execute the powers of the trustee? _____Yes _____No
   If no, explain trustee's authority:

   _____
7. Title to Trust assets is to be taken as follows:

   _____
8. The Trust has not been revoked, modified or amended in any manner which would cause the representations contained herein to be incorrect.
9. The trustees signing below are all of the currently acting trustees.
10. The trustees signing below may be required to provide copies of excerpts from the original Trust documents which designate the trustees and confer the power to act in the pending transaction.

Dated: _____

_____ _____

Print Name:_____ Print Name: _____

STATE OF CALIFORNIA
COUNTY OF _____ } ss:

On _____ before me, _____, a Notary Public, personally
(here insert name and title of the officer)

appeared _____

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

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

WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)

DO NOT RECORD THIS DOCUMENT – FOR INTERNAL USE ONLY

Order No. 610600702

AFFIDAVIT - UNINSURED DEED

NOTE: Must be notarized by a notary who is an EMPLOYEE of the title or escrow company

STATE OF CALIFORNIA
COUNTY OF _____ } ss:

_____ of legal age, being first duly sworn, deposes and says that the following information and answers are true:

1. I am the person who executed and delivered the deed dated _____ , to _____ grantee, recorded on _____ as Instrument No. _____ Official Records of Riverside County, California, conveying the following described real property (the "Property"):

   For legal description of the real property, see Exhibit A attached hereto and made a part hereof.

2. Who is currently occupying the property? _____
3. What is the approximate value of the property: $_____
4. I received the following consideration for the deed: $_____ and/or other property described as follows:

   _____

5. If the deed was a gift or I otherwise received no consideration for it, the reason I gave the property away is:

   _____

6. Do you have an option to repurchase the property: _____ If so, please attach a copy of the agreement or documentation that gives you the right to repurchase.
7. This Affidavit is made for the protection and benefit of the grantee, the grantee's successors and assigns, and for all other parties hereafter dealing with or who may acquire an interest in the Property, and for the purpose of inducing _____ ("Title Company" to insure title to the Property. I know what Title Company will rely on this Affidavit and would not insure title without this Affidavit.

Dated [ ] _____

_____
[ ]

_____
[ ]

STATE OF CALIFORNIA
COUNTY OF _____ } ss:

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, _____ by _____,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____

(This area for notary stamp)

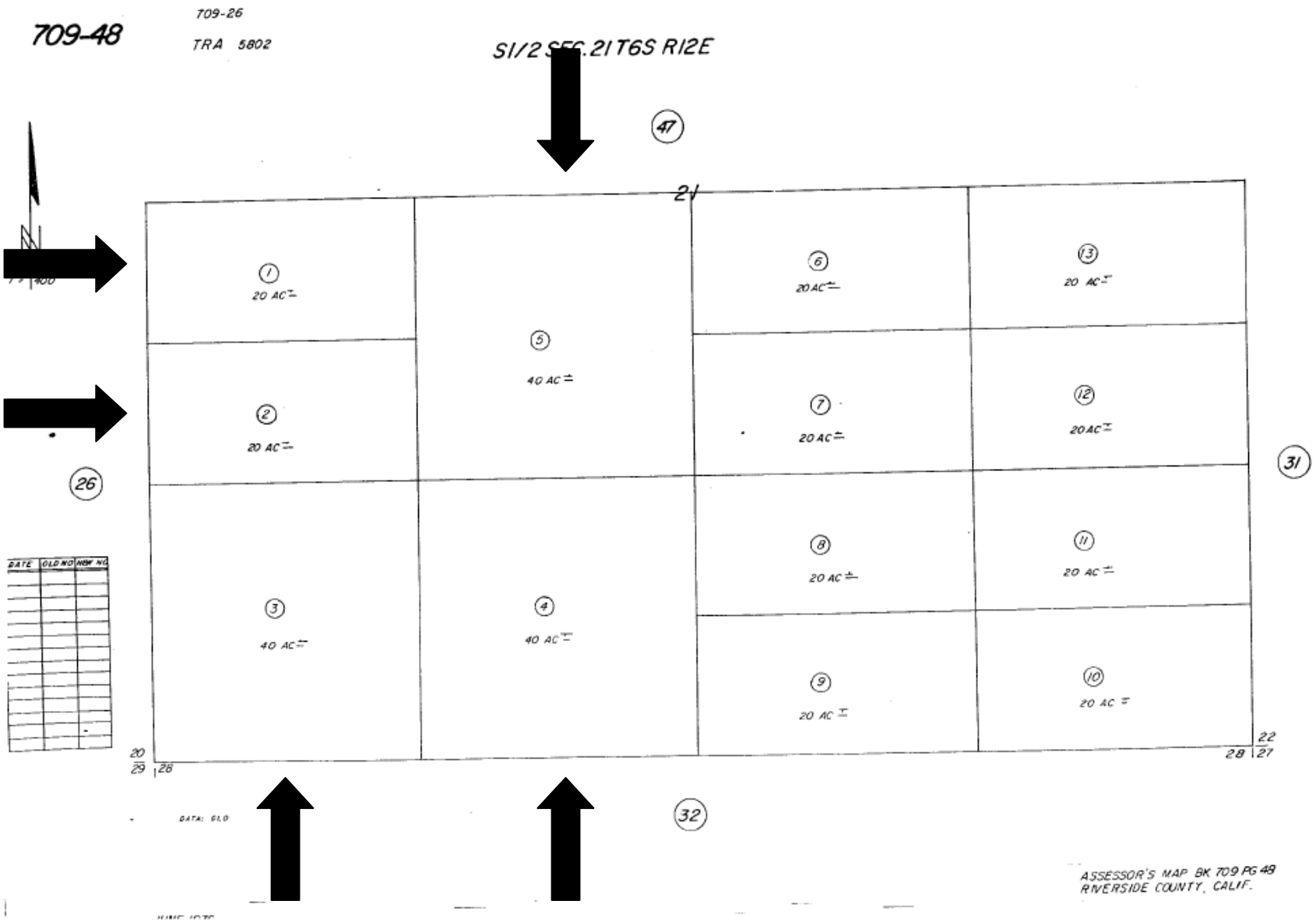
Exhibit "A"

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

The Southwest quarter of Section 21, Township 6South, Range 12 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the official plat thereof.

EXCEPT therefrom the oil, gas, minerals, and other hydrocarbon substances lying below the surface of said land, as provided in deeds of record.

APN: 709-480-001-5; 709-480-002-6; 709-480-003-7; 709-480-004-8 and 709-480-005-9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DATE
OLD NO
NEW NO
DATA: OLD
ASSESSOR'S MAP BK 709 PG 48
RIVERSIDE COUNTY, CALIF.

Exhibit A-2.4.3.d

CDP-4 Exceptions

Sub-Area 5

STEWART TITLE

DOC # 2005-0050543
01/19/2005 08:00A Fee:10.00
Page 1 of 1
Recorded in Official Records
County of Riverside

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Mr. Mark T. Gombar
P.O. Box 1667
Carlsbad, CA 92018
(Ref: Householder)

SPAC

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The undersigned Grantor hereby declares that the Grantee herein was the foreclosing beneficiary.
The amount of unpaid debt with cost $ 18,759.34
The amount paid by Grantee at Sale $ 18,759.34
Documentary Tranfer Tax: $ -0-
(x)Unincorporated Area ( ) City of

10-

TRA: 088

TRUSTEE'S DEED

WESTERN AMERICA SERVICE CORPORATION, a California Corporation, P.O. Box 793, Woodland Hills, CA 91365-0793, as Trustee under the Deed of Trust referred to below and herein called "Trustee" hereby grants to:
MARK T. GOMBAR and MARY L. GOMBAR, husband and wife as Joint Tenants
herein called "Grantee". The Deed of Trust herein referred to was executed by
SHAWN P. HOUSEHOLDER and TRACEY M. HOUSEHOLDER, husband and wife
and recorded on October 20, 1993 as Instrument No: 413300 of Official Records in the Office of the Recorder of Riverside County, State of California (herein referred to as "said Official Records", "said Recorder" and "said County and State, respectively) and was made for the purpose of securing obligations stated therein and other obligations thereunder.

Default under said Deed of Trust occurred as set forth in a Notice of Default and Election to Sell which was recorded August 26, 2004 as Instrument No: 2004-0677759 of said Official Records, and such default existed at the time of sale. After the lapse of at least 3 months after the recording of said Notice of Default and Election to Sell, Trustee gave notice of sale of the property described below, stating the time and place thereof, in the manner and for a time as required by law and by the provisions of said Deed of Trust. All requirements of said Deed of Trust for sale thereunder, all requirements of law regarding the mailing, publication, posting or personal delivery of copies of Notice of Default and Notice of Sale, and all other requirements of law relating to the making of said sale and this Deed were complied with.

Trustee, in the exercise of its powers under said Deed of Trust, offered said property for sale at public auction on Janaury 14, 2005 at 2:30PM o'clock, the time stated in said Notice of Sale and at the place stated in said Notice at Corona, California in said County and State, and sold said property to Grantee for the sum of $ 18,759.34, subject to all prior liens and encumbrances, said Grantee being the highest bidder.

Trustee, in the exercise of its powers under said Deed of Trust, hereby grants to Grantee, without any covenant or warranty whatsoever, the property referred to herein, which is located in said County and State and described as follows: (Tax Assessors Parcel No: 709-480-001, 709-480-002-6, 709-480-003-7, 709-480-004-8 and 709-480-005-9.
An undivided 12.5% interest in the Southwest quarter of Section 21, Township 6 South, Range 12 East, SBBM.

Dated January 14, 2005
Ref: FS 2906

WESTERN AMERICA SERVICE CORP.
a California Corporation
By: Robert Schroeder, Pres.

STATE OF CALIFORNIA
COUNTY OF Los Angeles

ON Jan. 18, 2005 before me, Elizabeth M. John personally appeared Robert Schroeder

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

WITNESS my hand and official seal.

Signature

ELIZABETH M. JOHN
Commission # 1469143
Notary Public - California
Los Angeles County
My Comm. Expires Feb 18, 2008

DOC # 2005-0528434
07/01/2005 08:00A Fee:7.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENT TO:

NAME MARK T GOMBAR
STREET ADDRESS PO BOX 1667
CITY, STATE & ZIP CODE CARLSBAD, CA 92018

TITLE ORDER NO. PS 132 ESCROW NO. _____

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GRANT DEED

TRA: _____

APN: _____

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX $ _____
☐ computed on full value of property conveyed, or
☐ computed on full value less liens and encumbrances remaining at time of sale.
☐ Unincorporated Area City of _____

M DD
M LM

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, I (We) PAUL SMITH III, an unmarried man
(NAME OF GRANTOR(S))
hereby remise, release and grant to MARK T. GOMBAR and MARY L. GOMBAR, husband and wife, as joint tenants
(NAME OF GRANTEE(S))
the following described real property in the City of UNINCORPORATED, County of RIVERSIDE, State of CALIFORNIA.

as to an undivided 9.38% interest in & to The Southwest 1/4 of Section 21, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

DATED: 07 JUNE 2002

PAUL SMITH, III an unmarried man

STATE OF California
COUNTY OF San Bernardino
On 06-07-02 before me, Alma Leticia Zazueta, Notary Public (NAME/TITLE, I.E. "JANE DOE, NOTARY PUBLIC") personally appeared Paul Littleton Smith III ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their signature~~(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Alma Leticia Zazueta (SEAL)

ALMA LETICIA ZAZUETA
Comm. # 1291585
NOTARY PUBLIC - CALIFORNIA
San Bernardino County
My Comm. Expires Jan. 21, 2005

MAIL TAX STATEMENT AS DIRECTED ABOVE

Public Record

6521

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name: Mr. Richard H. Gillette
Street Address: P.O. BOX 12
City & State: Carlsbad, Ca. 92008

MAIL TAX STATEMENTS TO

Name:
Street Address: Same as above
City & State:

PAID
Riv. Co. RECORDER

RECEIVED FOR RECORD
JAN 12 1978
AT 9:00 O'CLOCK A.M.
At Request of
SAFECO TITLE INSURANCE CO.
Book 1978, Page 6521
Recorded in Official Records of Riverside County, California
Wm. Bagley, Recorder
FEES $

3 —

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Grant Deed

TO 1921 CA 112-741 THIS FORM FURNISHED BY TICOR TITLE INSURERS A.P.N.

The undersigned grantor(s) declare(s):
Documentary transfer tax is $ 14.30.
(X) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at time of sale.
(X) Unincorporated area: ( ) City of _____, and
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CRESTMORE HOMES CORPORATION,

a corporation organized under the laws of the State of California hereby GRANTS to

RICHARD H. GILLETTE, a single man,

the following described real property in the unincorporated area, County of Riverside, State of California:

The Southwest quarter of Section 21, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

Reserving unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the North 30 feet, the East 30 feet, the South 60 feet and the West 60 feet.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its _____ President and _____ Secretary thereunto duly authorized.

Dated: December 7, 1977

CRESTMORE HOMES CORPORATION

By R. P. Hoorn, President

By Doris L. Hoorn, Secretary

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.

On December 7, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared R. P. Hoorn known to me to be the President, and Doris L. Hoorn known to me to be Secretary of the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

OFFICIAL SEAL
J. K. MULLEN
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires JUN 2, 1981
3320 W. Magnolia Blvd., Burbank, CA 91505

(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. 67317

MAIL TAX STATEMENTS AS DIRECTED ABOVE

COUNTY RECORDER

DOC # 2006-0200881
03/22/2006 08:00A Fee:13.00
Page 1 of 3
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

MAIL TAX STATEMENTS TO:

Mark and Mary Gombar
P.O. Box 1667
Carlsbad, CA 92018

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
	1		3			✓			
									✓
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

13

QUITCLAIM DEED

The undersigned Grantor declares:

Documentary transfer tax is $0.00.
No consideration exchanged.

M
W

FOR NO CONSIDERATION,

Mark T. Gombar and Mary L. Gombar,

Do hereby REMISE, RELEASE AND FOREVER QUITCLAIM TO

Mark T. Gombar and Mary L. Gombar, Trustees of the
M & M G Trust, dated October 12, 2005,

the following described real property in the unincorporated area, county of Riverside, State of California:

The Southwest 1/4 of Section 21, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

EXCEPT 25 percent of all minerals of whatever kind of character and oil, gas, and other hydrocarbon substances in, on, or upon said land, without the right of surface entry, as reserved in the Deed from Gore Bros., Inc., a corporation, recorded August 20, 1957, as Instrument No. 60225 of Official Records of Riverside County, California;

ALSO EXCEPT 25 percent of all minerals of whatever kind of character and oil, gas and other hydrocarbon substances in, on or upon said land, without the right

of surface entry as reserved by R. P. Hoorn and Doris L. Hoorn, husband and wife and J. K. Mullen and Helen A. Mullen, husband and wife, in a deed recorded June 8, 1966 as Instrument No. 58765 of Official Records of Riverside County, California.

Mark T. Gombar and Mary L. Gombar have previously held the subject property in joint tenancy form for purposes of convenience only, and declare that the subject property actually constitutes their community property. By executing this deed, Mark T. Gombar and Mary L. Gombar expressly intend to sever the joint tenancy pursuant to Civil Code Section 683.2 and to confirm or change the character of the property as or to their community property. Following this transfer to the revocable trust described herein, the property shall remain the community property of Grantors pursuant to California Family Code section 761.

Dated: December 31, 2005

Mark T. Gombar

Mary L. Gombar

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On JANUARY 4, 2006 before me, Ryan Lewis, a notary public in and for the State of California, personally appeared Mark T. Gombar and Mary L. Gombar, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

RYAN LEWIS
COMM. # 1608980
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
MY COMM. EXP. SEPT. 24, 2008

Notary Public

LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

http://riverside.asrclkrec.com

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Ryan Lewis

Commission #: 1608980

Place of Execution: State of California, County of San Diego

Date Commission Expires: Sept 24, 2009

Date: March 3, 2006

Signature: Ryan Lewis

Print Name: Ryan Lewis

ACR 186P-AS4RE0 (Rev. 01/2005)

RECORDING REQUESTED BY

STEWART TITLE CO.

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO

Name
Street Address Mr. & Mrs. Shawn P. Householder
584 Boysenberry Way
City & State Zip Oceanside, CA 92056

Title Order No. _____ Escrow No. 1-17798

PAID
Doc. Transfer Tax
WILLIAM E. CONERLY
Riv. Co. Recorder

RECEIVED FOR RECORD
AT 2:00 O'CLOCK P.M.
OCT 20 1993
Recorded in Official Records of Riverside County, California
Recorder
Fees $

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX IS $22.00
☒ ____ unincorporated area ☐ City of _____
Parcel No. 709480004-8
☒ computed on full value of interest or property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale, and

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

MARK T. GOMBAR and MARY L. GOMBAR, husband and wife

hereby GRANT(S) to

SHAWN P. HOUSEHOLDER and TRACEY M. HOUSEHOLDER, husband and wife, as joint tenants

the following described real property in the county of Riverside Unincorporated Area, state of California:

AN UNDIVIDED 12.5% INTEREST in The Southwest quarter of Section 21, Township 6 South, Range 12 East, SBBM.

STEWART TITLE COMPANY has recorded this instrument as an accommodation only. It has not been examined as to its effect upon the title, no examination of the title having been made.

STEWART TITLE COMPANY has recorded this instrument as an accommodation only. It has not been examined as to its effect upon the title, no examination of the title having been made.

Dated August 19, 1993

STATE OF CALIFORNIA
COUNTY OF LA Angeles } S.S.
On August 19 1993 before me,
Donald D. Cook
a Notary Public in and for said County and State, personally appeared
Mark T. Gombar and Mary L. Gombar

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

WITNESS my hand and official seal
Signature

Mark T. Gombar

Mary L. Gombar

OFFICIAL NOTARY SEAL
DONALD D. COOK
Notary Public — California
LOS ANGELES COUNTY
My Comm. Expires JUL 05,1994

CTC-1101 (12/92)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE
Mr. Mark T. Gombar, P.O. Box 1667, Carlsbad, Calif. 92018
Name Street Address

THIS MICROFILM COPYRIGHTED 1992 BY SECURITY UNION TITLE INSURANCE COMPANY.

RECORDING REQUESTED BY

44998

AND WHEN RECORDED MAIL TO

Name Mr. & Mrs. Mark T. Gombar
Street Address P. O. Box 1667
City & State Carlsbad, CA 92008

MAIL TAX STATEMENTS TO

Name ABOVE ADDRESS
Street Address
City & State

PAID Doc. Transfer Tax WILLIAM E. CONERLY Riv. Co. Recorder

RECEIVED FOR RECORD AT 8:30 O'CLOCK A.M. At Request of TICOR TITLE INSURANCE CO

FEB 22 1988 Recorded In Official Records of Riverside County, California WILLIAM E. CONERLY RECORDER

SURVEYORS Monument Fund $ 3.33

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Grant Deed

CAT. NO. NN00578 TO 1921 CA (2-83)

THIS FORM FURNISHED BY TICOR TITLE INSURERS

Feb. 22, 1988

Photographed By TICOR

ALL	PTN.

The undersigned grantor(s) declare(s):
Documentary transfer tax is $1.15
( ) computed on full value of property conveyed, or
(X) computed on full value less value of liens and encumbrances remaining at time of sale.
(X) Unincorporated area: ( ) City of _____, and
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CAA LAND CO., INC.,

a corporation organized under the laws of the State of California hereby GRANTS to

MARK T. GOMBAR AND MARY L. GOMBAR, husband and wife, as Joint Tenants

the following described real property in the Unincorporated area
County of Riverside, State of California:

The Southwest 1/4 of Section 21, Township 6 South, Range 12 East, San Bernardino Base and Meridian:
EXCEPT 25 percent of all minerals of whatever kind of character and oil, gas and other hydrocarbon substances in, on or upon said land, without the right of surface entry, as reserved in the deed from Gope Bros., Inc., a Corporaiton, recorded August 20, 1957, as Instrument No. 60225 of Ovvicial Records of Riverside County California.
ALSO EXCEPT 25 percent of all minerals of whatever kind of character and oil, gas and other hydrocarbon substances in, on or upon said land, without the right of surface entry as reserved by R. P. Hoorn and Doris L. Hoorn, husband and wife, and J. K. Muller and Helen A. Mullen, husband and wife, in a deed recorded June 8, 1966 as Instrument No. 58765 of Official Records of Riverside County, California
~~whatever kind of character and oil, gas ALSO EXCEPT 25 percent of all minerals of and other hydrocarbon substances in, on or upon said land, without the right of surface entry as reserved to Arizona California Development Co., Inc., in a deed recorded June 8, 1966 as Instrument No. 58766 of Official Records of Riverside~~ County, California.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its _____ President and _____ Secretary thereunto duly authorized.

Dated January 28, 1988

CAA LAND CO., INC.,
a California Corporation
By Carl A Anderson III, President
By _____, Secretary

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE } SS.

On January 28, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared CARL A ANDERSON III personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the _____ President, and _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the _____ Secretary of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.

Signature Frances Bridges

OFFICIAL SEAL
FRANCES BRIDGES
Notary Public-California
RIVERSIDE COUNTY
My Comm. Exp. Aug. 3, 1990

(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

NAME MR. PAUL SMITH
ADDRESS P. O. Box 6383
CITY & STATE ZIP 22726 Laurel Lane
Crestline, California 92325

Title Order No. Escrow No. 1-16245

File # P. S. #132/Smith

421418

PAID Doc. Transfer Tax WILLIAM E. CONERLY Riv. Co. Recorder

RECEIVED FOR RECORD AT 8:30 O'CLOCK A.M. AT Request of FIRST AMERICAN TITLE COMPANY OF RIVERSIDE DEC 5 1991

Recorded in Official Records of Riverside County, California Recorder Fees $

SURVEYORS Monument Fund $10.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned declares that the documentary transfer tax is $ 19.80 and is
☒ computed on the full value of the interest or property conveyed, or is
☐ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land, tenements or realty is located in
☒ unincorporated area ☐ city of and

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

MARK T. GOMBAR aND MARY L. GOMBAR, husband and wife,

hereby GRANT(S) to PAUL SMITH, an unmarried man, as to an undivided 9.38% interest in

the following described real property in the unincorporated area county of Riverside, state of California:

The Southwest 1/4 of Section 21, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

First American Title Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described herein.

Dated August 23, 1991

Mark T. Gombar
Mary L. Gombar

STATE OF CALIFORNIA
COUNTY OF San Diego } SS.
On this the 13th day of September 1991, before me the undersigned, a Notary Public in and for said County and State, personally appeared *Mark T. Gombar and Mary L. Gombar* personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same.

T. Stanley
Signature of Notary

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
T. STANLEY
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Comm Expires July 8, 1994

Assessor's Parcel No.

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE
MARK T. GOMBAR, P. O. Box 1667, Carlsbad, California 92018
Name Street Address City & State

CAL-1/CT (Rev 2-88)

DEC. 5 1991

Exhibit A-2.4.1.e

CDP-4 Preliminary Property Assessment

Sub-Area 6

PRELIMINARY PROPERTY ASSESSMENT

for

Colorado Desert Preserve
CDP-4 Sub Area 6

This Preliminary Property Assessment provides a summary and explanation (Attachment 1) of each recorded or unrecorded lien or encumbrance on, or interest in, certain real property containing approximately 160 acres located in the County of ***Riverside***, State of California, designated as Assessor's Parcel Number(s) ***709-470-005, 709-470-006, 709-470-007, 709-470-008*** (the "Property"), as legally described in the Preliminary Report (Exhibit A-2.4.2.e) issued by ***Lawyers Title Company***, ***dated June 14, 2010***, ***File No. 610600424*** (the "Preliminary Report"). A copy of each lien, encumbrance, and/or other exception to title is provided in Exhibit A-2.4.3.e.

Attachment 1
Summary and Explanation of Encumbrances

Schedule B recorded exceptions listed in the title report include:

There are a total of fifteen listed exceptions in this title report. Exceptions A, B, 1-2 and 13 are standard, non-recorded exceptions. These exceptions include property taxes, supplemental taxes and/or assessments, if applicable, and standard exceptions such as rights and easements not of public record.

EASEMENTS AND RIGHTS OF WAY

Preliminary Report Exception #: 3

- Dated: March 3, 1972, Inst. No. 29102
- Holder: Crestmore Homes Corporation
- Description: An easement for road and public utilities
- Analysis: This is an easement for road and other public utility easements, together with the right of entry and the right to dedicate name over along portions of the property boundaries 30 to 60 feet wide. This easement was reserved "unto the Grantor and the public in general" along the outer portion of the property and was most likely as an attempt to create access to the property.

Preliminary Report Exception #: 4

- Dated: March 3, 1972, Inst. No. 29099
- Holder: Crestmore Homes Corporation
- Description: An easement for road and public utilities
- Analysis: This is an easement for road and other public utility easements, together with the right of entry and the right to dedicate name over along portions of the property boundaries 30 to 60 feet wide. This easement was reserved "unto the Grantor and the public in general" along the outer portion of the property and was most likely as an attempt to create access to the property.

Preliminary Report Exception #: 5

- Dated: March 3, 1972, Inst. No. 29107
- Holder: Crestmore Homes Corporation
- Description: An easement for road and public utilities
- Analysis: This is an easement for road and other public utility easements, together with the right of entry and the right to dedicate name over along portions of the property boundaries 30 to 60 feet wide. This easement was reserved "unto the Grantor and the public in general" along the outer portion of the property and was most likely as an attempt to create access to the property.

Preliminary Report Exception #: 6

- Dated: October 24, 1977, Inst. No. 210185
- Holder: Crestmore Homes Corporation
- Description: An easement for road and public utilities
- Analysis: This is an easement for road and other public utility easements, together with the right of entry and the right to dedicate name over along portions of the property boundaries 30 to 60 feet wide. This easement was reserved "unto the Grantor and the public in general" along the outer portion of the property and was most likely as an attempt to create access to the property.

Preliminary Report Exception #: 7

- Dated: December 1, 1977, Inst. No. 238534
- Description: Deed of Trust
- Amount: $10,400.00
- Trustor: Edwina Davis
- Trustee: Manhattan Financial Corporation
- Beneficiary: Galen B. Maddy
- Analysis: All Deeds of Trust will be removed prior to Close of Escrow.

Preliminary Report Exception #: 8

- Dated: October 21, 1979, Inst. No. 270625
- Description: Deed of Trust
- Amount: $8,000.00
- Trustor: Robert E. Strunk
- Trustee: Manhattan Financial Corporation
- Beneficiary: Galen B. Maddy
- Analysis: All Deeds of Trust will be removed prior to Close of Escrow.

Preliminary Report Exception #: 9

- Dated: December 21, 1979, Inst. No. 270629
- Description: Deed of Trust
- Amount: $12,000.00
- Trustee: Manhattan Financial Corporation
- Beneficiary: Robert E. Strunk
- Analysis: All Deeds of Trust will be removed prior to Close of Escrow.

Preliminary Report Exception #: 10

- Dated: June 20, 1983, Inst. No. 121504
- Description: Deed of Trust
- Amount: $19,200.00
- Trustor: Michael C. Van Hosen
- Trustee: Chicago Title Insurance Company
- Beneficiary: Galen B. Maddy
- Analysis: All Deeds of Trust will be removed prior to Close of Escrow.

Preliminary Report Exception #: 11

- Dated: March 6, 1991, Inst. No. 74888
- Holder: United States of America
- Description: An easement for road, ingress and egress
- Analysis: This is a perpetual, exclusive easement to locate, construct, use, control, maintain, improve, relocate, and repair a road, 50 feet in width, over and across a 3.2 acre portion of the property. This easement also includes the right of access for the people of the United States generally to lands owned, administered, or controlled by the USA for all lawful and proper purposes subject to reasonable rules and regulations of the Secretary of the Interior.

Preliminary Report Exception #: 12

- Description: The fact that the public record does not disclose that the ownership of said land includes rights of access to or from any public street.
- Analysis: This property is included in a Bureau of Land Management's Right of Way Application Form #SF-299. The approval of this application will result in an easement granted to Wildlands, its successors, assigns, consultants, etc. as legal, perfected access to the Property.

MINERAL INTERESTS

Sub-surface oil, gas, minerals, and other hydrocarbon substances have been reserved by a previous owner.

Exhibit A-2.4.2.e

CDP-4 Title Report

Sub-Area 6

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

PETER MURRAY & ASSOC. REAL ESTATE
74924 COUNTRY CLUB DR., STE #130
PALM DESERT , CA 92260

Attn: KEN WAXLAX

Title Officer: Joe Lardieri/ Randall Wong--LT
email: tu60@ltic.com
Phone No.:
Fax No.:
File No.: 610600424

Your Reference No:

Property Address: Vacant Land, Riverside Area, California

PRELIMINARY REPORT

Dated as of June 14, 2010 at 7:30 a.m.

In response to the above referenced application for a policy of title insurance, Lawyers Title - IE 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.

File No: 610600424

SCHEDULE A

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

CLTA Standard Owners

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:

David F. Bujack and Velva Bujack, husband and wife, as joint tenants, as to an undivided 25% interest, Edwina Davis, a single woman, as to an undivided 10% interest, Robert A. Murphy, a single man, as to an undivided 10% interest, Michael P. Bender, a single man, as to an undivided 15% interest, Michael C. Van Hosen, a single man, as to an undivided 15% interest, Santa Fe Land Corporation, a Nevada Corporation, as to an undivided 15% interest and Robert E. Strunk, an unmarried man, as to an undivided 10% interest

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

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

File No: 610600424

EXHIBIT "A"

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

THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 12 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THE OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND, AS PROVIDED IN DEEDS OF RECORD.

Assessor's Parcel Number: 709-470-005-8
Assessor's Parcel Number: 709-470-006-9
Assessor's Parcel Number: 709-470-007-0
Assessor's Parcel Number: 709-470-008-1

File No: 610600424

SCHEDULE B – Section A

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may 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.

File No: 610600424

SCHEDULE B – Section B

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

A. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, to be levied for the fiscal year 2010 – 2011 which are a lien not yet payable.

B. Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenue and Taxation Code of the State of California.

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

2. An easement in favor of the public over any existing roads lying within said land.

3. An easement for the purpose shown below and rights incidental thereto as reserved in a document
   Purpose: road and public utility
   Recorded: March 3, 1972 as Instrument No. 29102, of Official Records
   Affects: said land more particularly described therein

4. An easement for the purpose shown below and rights incidental thereto as reserved in a document
   Purpose: road and public utility
   Recorded: March 3, 1972 as Instrument No. 29099, of Official Records
   Affects: said land more particularly described therein

5. An easement for the purpose shown below and rights incidental thereto as reserved in a document
   Purpose: road and public utility
   Recorded: March 3, 1972 as Instrument No. 29107, of Official Records
   Affects: said land more particularly described therein

6. An easement for the purpose shown below and rights incidental thereto as reserved in a document
   Purpose: road and public utility
   Recorded: October 24, 1977 as Instrument No. 210185, of Official Records
   Affects: said land more particularly described therein

7. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby.

   Amount: $10,400.00
   Dated: September 28, 1977
   Trustor: Edwina Davis, a single woman
   Trustee: Manhattan Financial Corporation, a California Corporation
   Beneficiary: Galen B. Maddy, a married man, as his sole and separate property
   Recorded: December 1, 1977 as Instrument No. 238534, of Official Records
   Loan No.: Not Set Out

   Among other things, said deed of trust provides that it is all-inclusive in nature.

   If the above-mentioned deed of trust has been paid, or will be paid prior to or at close of escrow, this Company will require the original note, deed of trust and signed request for reconveyance, or the executed full reconveyance for said deed of trust, prior to closing. Any demand(s) for payoff and/or request(s) for full/partial reconveyance, must be executed by all beneficiaries or their successors in interest and their spouses, if married. In the event said beneficiaries/assignees are represented by an agent, proof of agency must be submitted along with the demand(s) and/or

request(s) for full/partial reconveyance. To avoid delays please submit all documents to the Company at least one week prior to closing. If you cannot obtain these documents, please contact us.

An assignment of the beneficial interest under said deed of trust which names
As Assignee: Santa Fe Land Corporation, a Nevada Corporation
Recorded: August 9, 1985 as Instrument No. 177227, of Official Records

An agreement which states that this instrument was subordinated
To: Exclusive Road Easement
Recorded: March 6, 1991 as Instrument No. 74888, of Official Records

By Agreement
Recorded: March 6, 1991 as Instrument No. 75384, of Official Records

8. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby.

Amount: $8,000.00
Dated: October 21, 1979
Trustor: Robert E. Strunk, a married man
Trustee: Manhattan Financial Corporation, a California Corporation
Beneficiary: Galen B. Maddy, a married man, as his sole and separate property
Recorded: December 21, 1979 as Instrument No. 270625, of Official Records
Loan No.: Not Set Out

Among other things, said deed of trust provides that it is all-inclusive in nature.

If the above-mentioned deed of trust has been paid, or will be paid prior to or at close of escrow, this Company will require the original note, deed of trust and signed request for reconveyance, or the executed full reconveyance for said deed of trust, prior to closing. Any demand(s) for payoff and/or request(s) for full/partial reconveyance, must be executed by all beneficiaries or their successors in interest and their spouses, if married. In the event said beneficiaries/assignees are represented by an agent, proof of agency must be submitted along with the demand(s) and/or request(s) for full/partial reconveyance. To avoid delays please submit all documents to the Company at least one week prior to closing. If you cannot obtain these documents, please contact us.

An assignment of the beneficial interest under said deed of trust which names
As Assignee: Santa Fe Land Corporation, a Nevada Corporation
Recorded: August 9, 1985 as Instrument No. 177229, of Official Records

An agreement which states that this instrument was subordinated
To: Exclusive Road Easement
Recorded: March 6, 1991 as Instrument No. 74888, of Official Records

By Agreement
Recorded: March 6, 1991 as Instrument No. 75384, of Official Records

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9. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby.

Amount:	$12,000.00
Dated:	October 15, 1979
Trustee:	Manhattan Financial Corporation, a California Corporation
Beneficiary:	Robert E. Strunk, a married man, as his sole and separate property
Recorded:	December 21, 1979 as Instrument No. 270629, of Official Records
Loan No.:	Not Set Out

Among other things, said deed of trust provides that it is all-inclusive in nature.

If the above-mentioned deed of trust has been paid, or will be paid prior to or at close of escrow, this Company will require the original note, deed of trust and signed request for reconveyance, or the executed full reconveyance for said deed of trust, prior to closing. Any demand(s) for payoff and/or request(s) for full/partial reconveyance, must be executed by all beneficiaries or their successors in interest and their spouses, if married. In the event said beneficiaries/assignees are represented by an agent, proof of agency must be submitted along with the demand(s) and/or request(s) for full/partial reconveyance. To avoid delays please submit all documents to the Company at least one week prior to closing. If you cannot obtain these documents, please contact us.

An agreement which states that this instrument was subordinated

To:	Exclusive Road Easement
Recorded:	March 6, 1991 as Instrument No. 74888, of Official Records

By Agreement

Recorded:	March 6, 1991 as Instrument No. 75385 of Official Records

10. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby.

Amount:	$19,200.00
Dated:	April 25, 1983
Trustor:	Michael C. Van Hosen, a single man
Trustee:	Chicago Title Insurance Company, a Missouri Corporation
Beneficiary:	Galen B, Maddy, a married man, as his sole and separate property
Recorded:	June 20, 1983 as Instrument No. 121504, of Official Records
Loan No.:	Not Set Out

Among other things, said deed of trust provides that it is all-inclusive in nature.

If the above-mentioned deed of trust has been paid, or will be paid prior to or at close of escrow, this Company will require the original note, deed of trust and signed request for reconveyance, or the executed full reconveyance for said deed of trust, prior to closing. Any demand(s) for payoff and/or request(s) for full/partial reconveyance, must be executed by all beneficiaries or their successors in interest and their spouses, if married. In the event said beneficiaries/assignees are represented by an agent, proof of agency must be submitted along with the demand(s) and/or request(s) for full/partial reconveyance. To avoid delays please submit all documents to the Company at least one week prior to closing. If you cannot obtain these documents, please contact us.

An assignment of the beneficial interest under said deed of trust which names

As Assignee:	Santa Fe Land Corporation, a Nevada Corporation
Recorded:	August 9, 1985 as Instrument No. 177226, of Official Records

File No: 610600424

An agreement which states that this instrument was subordinated
To: Exclusive Road Easement
Recorded: March 6, 1991 as Instrument No. 74888, of Official Records

By Agreement
Recorded: March 6, 1991 as Instrument No. 75384 of Official Records

11. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: the United States of America, and its assigns
Purpose: road, ingress and egress
Recorded: March 6, 1991 as Instrument No. 74888, of Official Records
Affects: said land more particularly described therein

12. The fact that the public record does not disclose that the ownership of said land includes rights of access to or from any public street. Notwithstanding the insuring clauses of the policy, the Company does not insure against loss of damage by reason of a lack of a right of access to and from the land.

13. Any rights, interests or claims of parties in possession of the land not shown by the public records.

END OF SCHEDULE B EXCEPTIONS

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

File No: 610600424

REQUIREMENTS SECTION:

Req. No. 1: The Company will require a statement of information from the parties named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matters which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon.

Parties: Buyers and/or Sellers

Req. No. 2: This Company will require that a full copy of any unrecorded agreement, contract or lease be submitted to us, together with all supplements, assignments and amendments, before any policy of title insurance will be issued.

Req. No. 3: The Company will require evidence, satisfactory to the Company, that the corporation named below is (i) validly formed on the date when documents in this transaction are to be signed, and (ii) in good standing and authorized to do business in the state or country where the corporation was formed.

Corporation: Santa Fe Land Corporation, a Nevada Corporation

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INFORMATIONAL NOTES SECTION

Note No. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.

Note No. 2: The current owner does NOT qualify for the $20.00 discount pursuant to the coordinated stipulated judgments entered in actions filed by both the Attorney General and private class action plaintiffs for the herein described property.

Note No. 3: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and 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 check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The 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 such 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 to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with 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.

WIRING INSTRUCTIONS FOR THIS OFFICE ARE:

Union Bank
1980 Saturn Street, V03-012
Monterey Park, CA 91755
(800) 849-6466
ABA # 122000496
CREDIT TO: Lawyers Title - IE
ACCOUNT #: 9101081413

RE: 610600424

PLEASE INDICATE Lawyers Title - IE TITLE ORDER NUMBER

Note No. 4: The charges which the company will make for next day messenger services (i.e. Federal Express, UPS, DHL, Airborne, Express mail, etc.) are $15.00 per letter, standard overnight service, and $25.00 for larger size packages and/or priority delivery services. Such charges include the cost of such messenger service and the company's expenses for arranging such messenger service and its overhead and profit. Special messenger services will be billed at the cost of such services. There will be no additional charge for pick-up or delivery of packages via the company's regularly scheduled messenger runs.

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Note No. 5: There are no conveyances affecting said land recorded within 24 months of the date of this report.

Note No. 6: THIS COMPANY REQUIRES CURRENT BENEFICIARY DEMANDS PRIOR TO CLOSING. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:

(a) If this Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be in addition to the verbal hold the lender may have stipulated.

(b) If this Company cannot obtain a verbal update on the demand, we will either pay off the expired demand, or wait for the amended demand, at our discretion.

(c) All payoff figures are verified at closing. If the customer's last payment was made within 15 days of closing, our Payoff Department may hold one month's payment to insure check has cleared the bank (unless a copy of the cancelled check is provided, in which case there will be no hold).

Note No. 7: Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year shown below, are paid. For proration purposes the amounts are:

Fiscal year	2009 - 2010
1st Installment:	$82.04
2nd Installment:	$82.04
Land Value	$14,917.00
Improvement Value:	None
Exemption:	None
Code Area:	058-002
Assessment No.:	709-470-005-8

Affects a portion of the land described herein and no other land.

Note No. 8: Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year shown below, are paid. For proration purposes the amounts are:

Fiscal year	2009 - 2010
1st Installment:	$82.94
2nd Installment:	$82.94
Land Value	$15,082.00
Improvement Value:	None
Exemption:	None
Code Area:	058-002
Assessment No.:	709-470-006-9

Affects a portion of the land described herein and no other land.

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Note No. 9: Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year shown below, are paid. For proration purposes the amounts are:

Fiscal year	2009 - 2010
1st Installment:	$82.94
2nd Installment:	$82.94
Land Value	$15,082.00
Improvement Value:	None
Exemption:	None
Code Area:	058-002
Assessment No.:	709-470-007-0

Affects a portion of the land described herein and no other land.

Note No. 10: Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year shown below, are paid. For proration purposes the amounts are:

Fiscal year	2009 - 2010
1st Installment:	$82.94
2nd Installment:	$82.94
Land Value	$15,082.00
Improvement Value:	None
Exemption:	None
Code Area:	058-002
Assessment No.:	709-470-008-1

Affects a portion of the land described herein and no other land.

Processor: wh
Date Typed: June 17, 2010

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:

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, 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.

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:

1. 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.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This

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Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. 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.
4. 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.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.
   This Exclusion does not limit the coverage described in Covered Risk 11 or 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:	**1% of Policy Amount or $2,500** (whichever is less)	**$10,000**
Covered Risk 15:	**1% of Policy Amount or $5,000** (whichever is less)	**$25,000**
Covered Risk 16:	**1% of Policy Amount or $5,000** (whichever is less)	**$25,000**
Covered Risk 18:	**1% of Policy Amount or $2,500** (whichever is less)	**$5,000**

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:
1. 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.
2. 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
3. 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
4. Failure to pay value for your title.
5. 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.

AMERICAN LAND TITLE ASSOCIATION 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:
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

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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 (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.
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 or any consumer credit protection or truth in lending law.
6. 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.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee 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 or 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 judgment 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 General Exceptions:

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

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

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

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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.

AMERICAN LAND TITLE ASSOCIATION 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:

File No: 610600424

(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment 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 General Exceptions:

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 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.

File No: 610600424

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 s 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.

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

Order No. 610600424

Notice of Available Discounts

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

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

FNF Underwritten Title Company
LTC – Lawyers Title Company

FNF Underwriter
CLTIC – Commonwealth Land Title Insurance Co.

Available Discounts

FEE REDUCTION SETTLEMENT PROGRAM (LTC and CLTIC)
Eligible customers shall receive a $20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in The People of the State of California.

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

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

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

Order No: 610600424

"Notice to Customers"

(**I**nvolves **R**esidential **R**eal **P**roperty in **C**alifornia **ONLY**)

You may be entitled to receive a $20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is subject of your current transaction, you must – prior to the close of the current transaction – inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company if the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you quality for a discount which is subject to other terms and conditions.

Name: _____

Address: _____

Telephone No: _____

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

Order No: 610600424

"Notice to Customers"

(**I**nvolves **R**esidential **R**eal **P**roperty in **C**alifornia **ONLY**)

You may be entitled to receive a $20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

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If your previous transaction involved property different from the property that is subject of your current transaction, you must – prior to the close of the current transaction – inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company if the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you quality for a discount which is subject to other terms and conditions.

Name: _____

Address: _____

Telephone No: _____

Order: [QuickView] Doc: RV:A 709 47-06065 Public Record Page 1 of 1 Created By: alicekuhn Printed: 06/15/2010 10:51:22 AM UMST

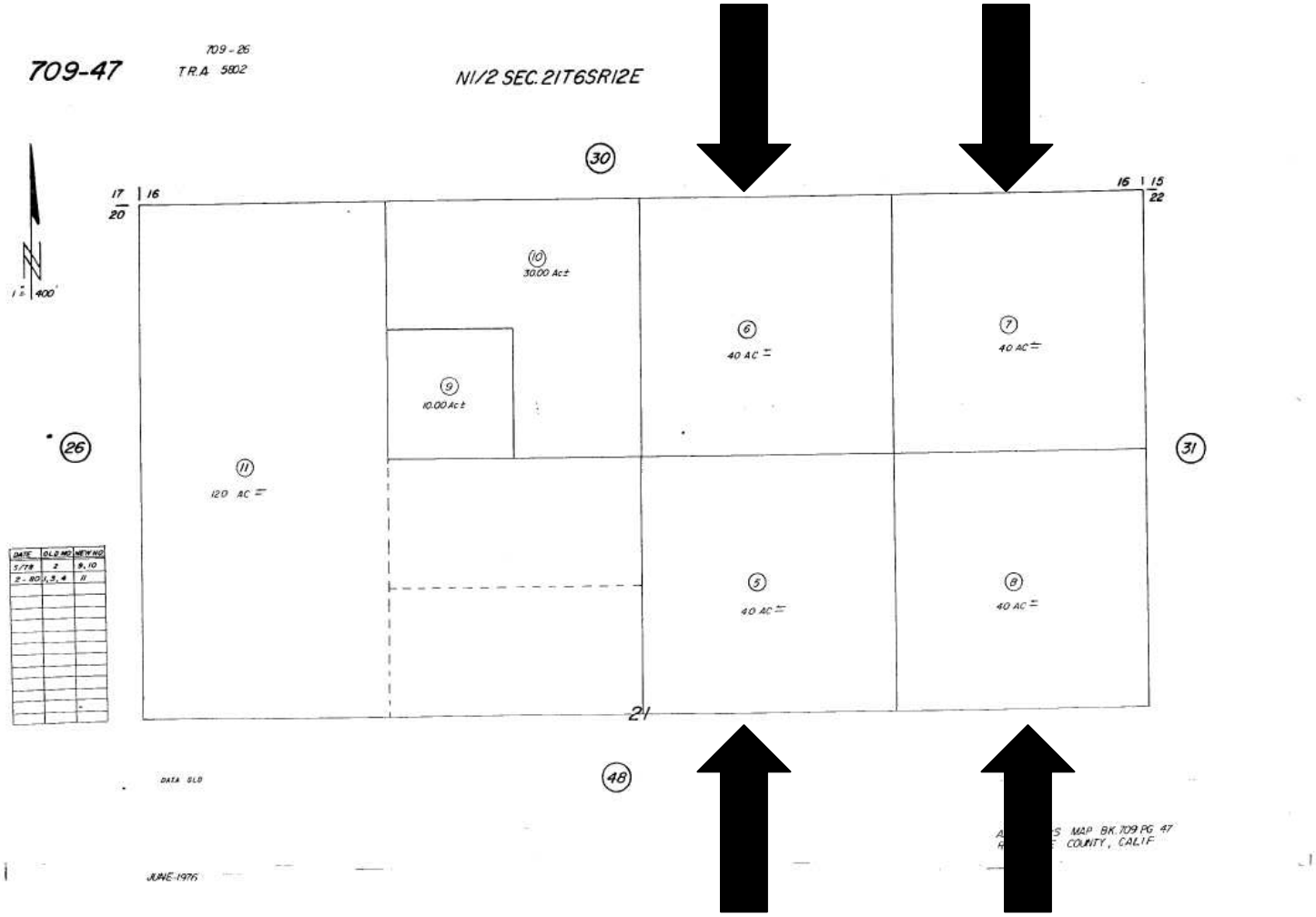


Exhibit A-2.4.3.e

CDP-4 Exceptions

Sub-Area 6

29102

RECORDING REQUESTED BY

SOUTHLAND ESCROW CORP.

AND WHEN RECORDED MAIL TO

Name: Ivarhomes, Inc.
Street Address: 2320 West Magnolia Blvd.
City & State: Burbank, California 91506

RECEIVED FOR RECORD
MAR 3 1972
10 Min. Past 2 o'clock A.M.
Fee Paid
Request of
Book 1972, Page 29102
Recorded in Official Records of Riverside County, California
Recorder
FEES $ 2.80

Consideration is less than $100.00 No D. T.S. required

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name
Street Address: Same as above
City & State

DOCUMENTARY TRANSFER TAX $ None
__Computed on full value of property conveyed
__Or computed on full value less liens and encumbrances remaining at time of sale. Southland Escrow Corporation
Signature of Declarant or Agent determining tax. Firm name

D.T.T. $

Corporation Grant Deed

TO 406 CA (7-68)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

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

CRESTMORE HOMES CORPORATION,

a corporation organized under the laws of the state of California,
hereby GRANTS to IVANHOMES, INC., a corporation, as Trustee,

the following described real property in the unincorporated area,
County of Riverside, , State of California:

Eight parcels, as more particularly described in Exhibit "A" attached hereto, comprising one page.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its _____ President and _____ Secretary thereunto duly authorized.

Dated: February 25, 1972

CRESTMORE HOMES CORPORATION

By R. P. Hoorn, President

By Doris L. Hoorn, Secretary

STATE OF CALIFORNIA } SS.
COUNTY OF Los ANgeles

On February 25, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared R. P. Hoorn, known to me to be the _____ President, and Doris L. Hoonn known to me to be _____ Secretary of the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature _____

Name (Typed or Printed)

OFFICIAL SEAL
JOHN K. MULLEN
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires June 2, 1973

2320 W. Magnolia Blvd., Burbank, CA. 91505

(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

29102

PARCEL 1: The Southwest quarter of the Northeast quarter, Section 17, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the South 30 feet and the West 60 feet of said land.

PARCEL 2: The Northeast quarter of the Northeast quarter, Section 19, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the North 60 feet and the East 60 feet of said land.

PARCEL 3: The Northeast quarter of the Southeast quarter, Section 19, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the North 30 feet and the East 60 feet of said land.

PARCEL 4: The Northwest quarter of the Southwest quarter, Section 19, Township 7 South, Range 12 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the North 30 feet and East 30 feet of said land.

PARCEL 5: The Northeast quarter of the Northeast quarter, Section 21, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the North 60 feet and the East 60 feet of said land.

PARCEL 6: The Northeast quarter of the Southwest quarter, Section 21, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the North 30 feet and the East 30 feet of said land.

PARCEL 7: The Northeast quarter of the Southeast quarter, Section 33, Township 6 South, Range 13 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the righ t to dedicate same over theNorth 30 feet and the East 60 feet of said land.

PARCEL 8: The Northeast quarter of the Southeast quarter, Section 35, Township 6 South, Range 13 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the East 60 feet and the North 30 feet of said land.

END RECORDED DOCUMENT, W. D. BALOGH, COUNTY RECORDER

Description: Riverside,CA Document-Year.DocID 1972.29102 Page: 2 of 2
Order: 424 Comment:

29099

RECORDING REQUESTED BY

SOUTHLAND ESCROW CORP.

AND WHEN RECORDED MAIL TO

Name: Southland Escrow Corporation
Street Address: 2320 West Magnolia Blvd.
City & State: Burbank, California 91506

RECEIVED FOR RECORD
MAR 3 1972
10 Min. Past 9 o'clock A.M.
At Request of Grantee
Book 1972, Page 29099
Recorded in Official Records of Riverside County, California
W. M. Dodge Recorder
Fees $ 2.80

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name:
Street Address: Same as above
City & State:

Consideration is less than $100.00., No D. T. S required

DOCUMENTARY TRANSFER TAX $ None
—Computed on full value of property conveyed
—Or computed on the value less liens and encumbrances remaining at time of sale
Southland Escrow Corp.
Signature of Declarant or Agent determining tax. Firm name

D.T.T. $

Corporation Grant Deed

TO 406 CA (7-68)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

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

CRESTMORE HOMES CORPORATION,

a corporation organized under the laws of the state of California,
hereby GRANTS to SOUTHLAND ESCROW CORPORATION, a corporation, as Trustee

the following described real property in the unincorporated area,
County of Riverside, State of California:

Seven parcels as more particularly described in Exhibit "A" attached hereto, comprising one page.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its _____ President and _____ Secretary thereunto duly authorized.

Dated: February 25, 1972

CRESTMORE HOMES CORPORATION

By R. P. Hoorn — President

By Doris L. Hoorn — Secretary

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.

On February 25, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared R. P. Hoorn known to me to be the President, and Doris L. Hoorn known to me to be Secretary of the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature _____

Name (Typed or Printed)

OFFICIAL SEAL
JOHN K. MULLEN
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires June 2, 1973

2320 W. Magnolia Blvd., Burbank, CA. 91506

(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

29099

PARCEL 1: The Southeast quarter of the Northeast quarter, Section 19, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the East 60 feet and the South 30 feet of said land.

PARCEL 2: The Southeast quarter of the Southeast quarter, Section 19, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the East 60 feet and the South 60 feet of said land.

PARCEL 3: The Southeast quarter of the Southwest quarter, Section 19, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the South 60 feet and the East 30 feet of said land.

PARCEL 4: The Southeast quarter of the Northeast quarter, Section 21, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the East 60 feet and the South 30 feet of said land.

PARCEL 5: The Southeast quarter of the Southwest quarter, Section 21, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the East 30 feet and the South 60 feet of said land.

PARCEL 6: The Southeast quarter of the Southeast quarter, Section 33, Township 6 South, Range 13 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the East 60 feet and the South 60 feet of said land.

PARCEL 7: The Southeast quarter of the Southeast quarter, Section 35, Township 6 South, Range 13 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the East 60 feet and the South 60 feet of said land.

END RECORDED DOCUMENT, W. D. BALOGH, COUNTY RECORDER

Description: Riverside,CA Document-Year.DocID 1972.29099 Page: 2 of 2
Order: 424 Comment:

29107

RECORDING REQUESTED BY

SOUTHLAND ESCROW CORP.

AND WHEN RECORDED MAIL TO

Name: Globe Escrow Co.
Street Address: 2320 West Magnolia Blvd.
City & State: Burbank, California 91506

RECEIVED FOR RECORD
MAR 3 1972
10 Min. Past 9 o'clock A.M.
At Request of Southland Escrow
Book 1972, Page 29107
Recorded in Official Records of Riverside County, California
W. M. Dodge Recorder
FEES $ 2.80

2.80

MAIL TAX STATEMENTS TO

Name: Same as above
Street Address:
City & State:

Consideration less than $100.00 NO D. T. S. required

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX $ None
__Computed on full value of property conveyed
__Or computed on full value less liens and encumbrances remaining at time of sale
Southland Escrow Corp.
Signature of Declarant or Agent determining tax. Firm name

D.T.T. $

Corporation Grant Deed

TO 406 CA (7-68)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
CRESTMORE HOMES CORPORATION,

a corporation organized under the laws of the state of California
hereby GRANTS to GLOBE ESCROW CO., a corporation, as Trustee,

the following described real property in the unincorporated area,
County of Riverside, State of California:

Eight parcels as more particularly described in Exhibit "A" attached hereto, comprising one page.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its ____ President and ____ Secretary thereunto duly authorized.

Dated February 25, 1972

CRESTMORE HOMES CORPORATION

By R. P. Hoorn, President

By Doris L. Hoorn, Secretary

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.

On February 25, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared R. P. Hoorn known to me to be the ____ President, and Doris L. Hoorn known to me to be ____ Secretary of the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature ____

Name (Typed or Printed)

OFFICIAL SEAL
JOHN K. MULLEN
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires June 2, 1973

2320 W. Magnolia Blvd., Burbank, CA. 91506

(This area for official notarial seal)

Title Order No. ____ Escrow or Loan No. ____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

29107

PARCEL 1: The Northwest quarter of the Northeast quarter, Section 17, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the North 60 feet and the West 60 feet of said land.

PARCEL 2: The Southeast quarter of the Northeast quarter, Section 19, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the West 30 feet and the South 30 feet of said land.

PARCEL 3: The Southwest quarter of the Southeast quarter, Section 19, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the South 60 feet and the West 30 feet of said land.

PARCEL 4: The Southwest quarter of the Southwest quarter, Section 19, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the South 60 feet and the West 60 feet of said land.

PARCEL 5: The Southwest quarter of the Northeast quarter, Section 21, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the West 30 feet and the South 30 feet of said land.

PARCEL 6: The Southwest quarter of the Southwest quarter, Section 21, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the South 60 feet and the West 60 feet of said land.

PARCEL 7: The Southwest quarter of the Southeast quarter, Section 33, Township 6 South, Range 13 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the South 60 feet and the West 30 feet of said land.

PARCEL 8: The Southwest quarter of the Southeast quarter, Section 35, Township 6 South, Range 13 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the South 60 feet and the West 30 feet of said land

END RECORDED DOCUMENT, W. D. BALOGH, COUNTY RECORDER

Description: Riverside,CA Document-Year.DocID 1972.29107 Page: 2 of 2
Order: 424 Comment:

210185

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name
Street Address
City & State

Mr. Galen B. Maddy
PO Box 12,
Carlsbad, Calif. 92008

PAID
Doc. Transfer Tax
W. D. BALOGH
RIV. CO. RECORDER

RECEIVED FOR RECORD
OCT 24 1977
AT 9:00 O'CLOCK A.M.
At Request of
SAFECO TITLE INSURANCE CO.
Book 1977, Page 210185
Recorded in Official Records of Riverside County, California
W. D. Balogh Recorder
FEE $ 4 —

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name
Street Address
City & State

same as above

D.T.T. $ 14.30

Corporation Grant Deed

TO 406 CA (7-68)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

46/377-7

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
CRESTMORE HOMES CORPORATION, a Corporation

a corporation organized under the laws of the state of California
hereby GRANTS to GALEN B. MADDY, a married man, as his separate property

the following described real property in the unincorporated area of the
County of Riverside, State of California:

The Northeast quarter of Section 21, Township 6 South, Range 12 East,

San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor, easements for road and other public utility purposes, together with the right to dedicate same over the North 60 feet, the East 60 feet; the South 30 feet and the West 30 feet.

Marianne Maddy, wife of the Grantee, has joined in the execution of this deed in order to establish separate property in the name of the grantee.

Marianne Maddy
Marianne Maddy

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its _____ President and _____ Secretary thereunto duly authorized.

Dated: September 26, 1977

CRESTMORE HOMES CORPORATION

By R. P. Hoorn — R. P. Hoorn, President

By Doris L. Hoorn — Doris L. Hoorn, Secretary

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.

On October 3, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared R. P. Hoorn known to me to be the President, and Doris L. Hoorn known to me to be Secretary of the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature _____

Name (Typed or Printed)

OFFICIAL SEAL
J. K. MULLEN
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires JUN 2, 1981
2320 W. Magnolia Blvd., Burbank, CA 91505

(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. 67316

MAIL TAX STATEMENTS AS DIRECTED ABOVE

C 1944 CA (6-74)

(Individual)

STATE OF CALIFORNIA } SS.
COUNTY OF San Diego

On Sept 29, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared Marianne Maddy

, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Signature Deborah Lee Pond

OFFICIAL SEAL
DEBORAH LEE POND
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires April 28, 1979

(This area for official notarial seal)

STAPLE 210185

END RECORDED DOCUMENT

W. D. BALDWIN COUNTY RECORDER

238534

RECORDING REQUESTED BY

Chicago Title Insurance Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described herein.

WHEN RECORDED MAIL TO

Name: Galen B. Maddy
Street Address: P.O. Box 12
City & State: Carlsbad, CA 92008

RECEIVED FOR RECORD
DEC 1 1977
AT 9:00 O'CLOCK A.M.
At Request of
CHICAGO TITLE INS. CO.
Book 1977, Page 238534
Recorded in Official Records of Riverside County, California
Recorder
FEES $

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS AND REQUEST FOR SPECIAL NOTICE

This Deed of Trust, made this 28th day of September, 1977, between EDWINA DAVIS, a single woman, herein called TRUSTOR, whose address is 507 San Luis Rey Dr., Oceanside, CA 92054 (number and street) (city) (zone) (state), and GALEN B. MADDY, a married man, as his sole and separate property, herein called BENEFICIARY, MANHATTAN FINANCIAL CORPORATION, a California corporation, herein called TRUSTEE, Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Riverside County, California, described as:

An undivided 10% interest in and to the Northeast 1/4 of Section 21, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

All-inclusive provision attached hereto and made a part hereof.

This Deed of Trust is given to secure a portion of the purchase price of the above described property.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of $ 10,400.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Los Angeles County, Ventura County and Orange County, April 27th, 1952; Kern County on February 10th, 1969; Imperial County on April 22nd, 1959; San Bernardino County on January 15th, 1970 and San Diego County on January 29th, 1971, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz:

County	Book	Page	County	Book	Page	County	Acct. No.
Los Angeles	T-2354	369	Orange	6091	119	Riverside	69075
Ventura	2143	206	Imperial	1277	210	San Diego	18487
Kern	4245	117	San Bernardino	7372	219		

(which provisions identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

In accordance with Section 2924b, Civil Code, request is hereby made by the undersigned TRUSTOR that a copy of any Notice of Default and a copy of any Notice of Sale under Deed of Trust recorded _____ in Book _____, Page _____, Official Records of _____ County, California, as affecting above described property, executed by _____ as Trustor in which _____ is named as Beneficiary, and _____ as Trustee, be mailed to _____ whose address is _____ (Number and Street) (City) (Zone) (State)

Edwina Davis

STATE OF CALIFORNIA
COUNTY OF San Diego } SS.
On Oct 1, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared EDWINA DAVIS, known to me to be the person whose name subscribed to the within instrument and acknowledged that she executed the same.
WITNESS my hand and official seal.

Signature Deborah Lee Pond
Deborah Lee Pond
Name (Typed or Printed)

OFFICIAL SEAL
DEBORAH LEE POND
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires April 28, 1979

(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. 1-717

RECORDER: Please index as Deed of Trust, Assignment of Rents and Request for Special Notice.

48219-1

238534

ALL-INCLUSIVE PROVISION

The beneficiary under this Deed of Trust, Galen B. Maddy its heirs, devisees, legatees, administrators, executors and assigns, shall make due and timely payments of installments on the 1st Deed(s) of Trust and Note(s), encumbering this and other property, in favor of beneficiary shown on said note, or assigns, and hereby indemnify and agree to save harmless the trustor, Edwina Davis its heirs, or divesees, legatees, executors, administrators or assigns of and from any default in connection with the obligation secured by said 1st Deed(s) of Trust. In the event any such installment payments on the obligation secured by said 1st Deed(s) of Trust, shall be in default trustor under this Deed of Trustmay make payments thereon, at his option, and credit such pay payments to the obligation herein secured and/or acceleration of payment rights of trustor to the beneficiaries and/or their heirs, or divisees, legatees, executors, administrators, or assigns of this Deed of Trust. In the event the trustor makes a payment upon the 1st Deed(s) of Trust, which is in excess of the amount required to be made on the note, secured by this Deed of Trust, such excess shall be credited on the next installment or installment payments, which may become due under this Deed of Trust, and trustor shall not be required to pay such excess in addition to the regular payment of monthly installments under this note and Deed of Trust, Trustor shall have, at any time the right and option to prepay any and all installments of the 1st Deed(s) of Trust, upto the whole thereof and apply such payments as a credit against this note, secured hereby in the manner aforesaid.

END RECORDED DOCUMENT W. D. BALOGH, COUNTY RECORDER

49

177227

RECORDING REQUESTED BY

SANTA FE LAND CORPORATION, a Nevada Corporation

AND WHEN RECORDED MAIL TO

NAME SANTA FE LAND CORPORATION
ADDRESS 2527 N. Carson Street
Suite 205
CITY & STATE Carson City, Nevada 89701

RECEIVED FOR RECORD AT 11:00 O'CLOCK A.M.

AUG - 9 1985

Recorded in Official Records of Riverside County, California
RECORDER
Fees $

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Assignment of Deed of Trust

L-52

APN: 709-470-005-8; 006-9; 007-0; 008-1

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to SANTA FE LAND CORPORATION, a Nevada Corporation all beneficial interest under that certain Deed of Trust dated September 28, 1977, executed by EDWINA DAVIS, a single woman, Trustor, to MANHATTAN FINANCIAL CORPORATION, a California corporation, Trustee, and recorded as Instrument No. 238534 on December 1, 1977 in book 1977, page 238534 of Official Records in the County Recorder's office of Riverside County, California, describing land therein as:

An undivided 10% interest in and to the Northeast ¼ of Section 21, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated August 8, 1985

GALEN B. MADDY

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO } SS.
On this the 8th day of August 19 85, before me, the undersigned, a Notary Public in and for said County and State, personally appeared GALEN B. MADDY, and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) subscribed to the within instrument and acknowledged that he executed the same.

PATRICIA A. IVES

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
Patricia A. Ives
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
MY COMMISSION EXPIRES AUG 11, 1985

Title Order No. _____ Escrow No. _____

CAL-52 (Rev. 6-82)

Description: Riverside,CA Document-Year.DocID 1985.177227 Page: 1 of 1
Order: 424 Comment:

CHICAGO TITLE CO.

WHEN RECORDED, PLEASE MAIL TO:
Bureau of Land Management
1695 Spruce Street
Riverside, CA 92507

Documentary Transfer Tax: None
(This conveyance is exempt from any documentary transfer tax per California Revenue and Taxation Code, Section 11922)

THIS SPACE FOR RECORDER'S USE:

RECEIVED FOR RECORD
AT 8:30 O'CLOCK A.M.
At Request of
CHICAGO TITLE INS. CO.
MAR - 6 1991
Recorded in Official Records of Riverside County, California
Recorder
Fees $

074888

Mar.6,1991

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

BLM: CACA-25059

EXCLUSIVE ROAD EASEMENT

Tract No:
RE-CDD-21

For and in consideration of the sum of ~~$400.00~~ $1,000.00

SANTA FE LAND CORPORATION, a Nevada Corporation, DAVID F. BUJACK and VELVA BUJACK, husband and wife, DOUGLAS VERILL and MARILYN VERILL, husband and wife, EDWINA DAVIS, a single woman, ROBERT A. MURPHY, a single man, MICHAEL P. BENDER, a single man, and MICHAEL C. VAN HOSEN, a single man, hereinafter called the Grantor, whether one or more, does hereby grant to the UNITED STATES OF AMERICA, and its assigns, a perpetual exclusive easement to locate, construct, use, control, maintain, improve, relocate, and repair a road over and across the following-described real property situated in the County of Riverside, State of California, to wit:

A parcel of land lying within a portion of the Northeast Quarter (NE1/4) of Section 21, Township 6 South, Range 12 East, San Bernardino Base and Meridian; said parcel being all that portion contained within a strip of land fifty (50) feet in width, being twenty-five (25) feet on each side of a centerline, more particulary as shown and described on Exhibit "A" for RE-CDD-21, dated July 28, 1987, which is attached hereto and made a part hereof.

The parcel of land to which the above description applies contains 3.2 acres, more or less.

The easement herein granted is for the full use of the above described property as a road by the UNITED STATES OF AMERICA, its licensees and permittees, including the right of access for the people of the United States generally to lands owned, administered, or controlled by the UNITED STATES OF AMERICA for all lawful and proper purposes subject to reasonable rules and regulations of the Secretary of the Interior. Grantor reserves the right of ingress and egress over and across the road for all lawful purposes: Provided, that such use shall not interfere with the easement granted herein: Provided, further, that the use of the roadway by Grantor for any commercial use or any ancillary use thereto shall be subject to Title V of the Federal Land Policy and Management Act of 1976 (90 Stat. 2743-2794) and the regulations issued thereunder.

The grant of easement herein made is subject to the effect of reservations and leases, if any, of oil, gas, and minerals in and under said land.

- continued -

074888

Mar.6,1991

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns forever.

Grantor covenants and warrants that he is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims, or encumbrances, except as shown above, and that he will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Maddy
President

Attest: Galen B. Maddy
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

Michael P. Bender

Michael C. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

ACTING FOR District Manager, California Desert

074888

Mar.6,1991

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns forever.

Grantor covenants and warrants that he is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims, or encumbrances, except as shown above, and that he will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Maddy
President

Attest: Galen B. Maddy
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

Michael P. Bender

Michael C. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

District Manager, California Desert

NOTARY

074888

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns forever.

Grantor covenants and warrants that he is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims, or encumbrances, except as shown above, and that he will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Waddy
President

Attest: Galen B. Waddy
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

Michael P. Bender

Michael C. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

District Manager, California Desert

Mar.6,1991

0 7 4 8 8 8 8

Mar. 6, 1991

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns forever.

Grantor covenants and warrants that he is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims, or encumbrances, except as shown above, and that he will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Woodey
President

Attest: Galen B. Woodey
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

Michael P. Bender

Michael C. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

District Manager, California Desert

880 094477-21

074888

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns forever.

Grantor covenants and warrants that he is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims, or encumbrances, except as shown above, and that he will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Maddy
President

Attest: Galen B. Maddy
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

Michael P. Bender

Michael C. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

District Manager, California Desert

Mar. 6, 1991

0074888

Mar.6,1991

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns forever.

Grantor covenants and warrants that he is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims, or encumbrances, except as shown above, and that he will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Waddy
President

Attest: Galen B. Waddy
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

X Robert A. Murphy
Robert A. Murphy

Michael P. Bender

Michael C. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

District Manager, California Desert

NOTARIZE

074888

Mar.6,1991

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns forever.

Grantor covenants and warrants that he is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims, or encumbrances, except as shown above, and that he will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Waddy
President

Attest: Galen B. Waddy
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

X Michael P. Bender
Michael P. Bender

Michael G. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

District Manager, California Desert

074888

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns forever.

Grantor covenants and warrants that he is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims, or encumbrances, except as shown above, and that he will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Woodey
President

Attest: Galen B. Woodey
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

Michael P. Bender

Michael C. Van Hosen

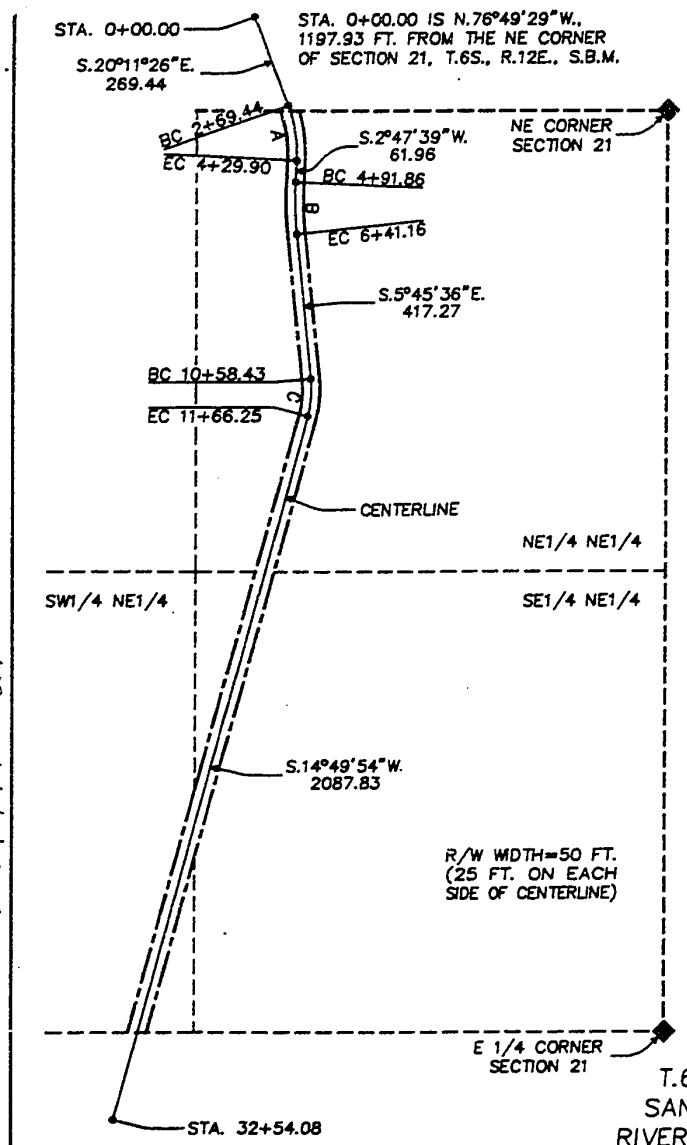
Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

District Manager, California Desert

Mar.6,1991

074888

Mar.6,1991



CENTERLINE CURVE DATA

LABEL	RADIUS	DELTA ANGLE	TANGENT	ARC LENGTH
A	400.00	22°59'05"	81.33	160.46
B	1000.00	8°33'15"	74.79	149.30
C	300.00	20°35'30"	54.50	107.82

True Meridian

BASIS OF BEARING

Direct Solar Observation.

EXHIBIT A

RE-CDD-21
RED CANYON TRAIL
T.6S., R.12E., SECTION 21
SAN BERNARDINO MERIDIAN
RIVERSIDE COUNTY, CALIFORNIA

400 200 0 400 800 1200
Feet

3.2 ACRES MORE OR LESS
PARCEL 1, SHEET 1 OF 1

CORRECT AS TO ENGINEERING DATA

NAME: [signature]
SUPERVISORY CADASTRAL SURVEYOR

DATE: July 28, 1987

8809477 - 21

074888

Mar.6,1991

CORPORATE ACKNOWLEDGMENT NO. 202

State of California
County of San Diego } SS.

On this the 4th day of December 19 90, before me,

Richard E. Waggoner,

the undersigned Notary Public, personally appeared

Galen B. Maddy,

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) who executed the within instrument as President & Secretary or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

OFFICIAL SEAL
RICHARD E WAGGONER
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My comm. expires JAN 21, 1992

Notary's Signature

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document Exclusive Road Easement

Number of Pages -3- Date of Document December 4, 1990

Signer(s) Other Than Named Above Bujack, Verill, Davis, Murphy, Bender, and Van Hosen

7120 122

NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave. • P.O. Box 7184 • Canoga Park, CA 91304-7184

074888

Mar.6,1991

STATE OF CALIFORNIA
COUNTY OF San Diego } SS.
On this 15th day of December, in the year 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dawn E. Bujnoch,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name subscribed to the within instrument and acknowledged that she executed the same.

Signature Laura Cathers
Laura J. Cathers
Name (Typed or Printed)
Notary Public in and for said County and State

Staple

CHICAGO TITLE. INDIVIDUAL

Staple

F2492 R 6/84

OFFICIAL SEAL
LAURA J. CATHERS
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires May 1, 1994

FOR NOTARY SEAL OR STAMP

GENERAL ACKNOWLEDGMENT

State of California
County of San Diego } SS.

On this the 20th day of December 1990, before me, Laura J. Cathers, the undersigned Notary Public, personally appeared Dawn Bujnoch.

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged that she executed it.
WITNESS my hand and official seal.

Laura Cathers
Notary's Signature

OFFICIAL SEAL
LAURA J. CATHERS
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires May 1, 1994

GENERAL ACKNOWLEDGMENT

State of California
County of Los Angeles } SS.

On this the 16 day of Jan. 1991, before me, Marjorie Jean Young, the undersigned Notary Public, personally appeared Douglas Verill.

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

Marjorie Jean Young
Notary's Signature

OFFICIAL NOTARY SEAL
MARJORIE JEAN YOUNG
Notary Public — California
LOS ANGELES COUNTY
My Comm. Expires DEC 12, 1994

0 7 4 8 8 8 8

Mar.6,1991

GENERAL ACKNOWLEDGMENT

State of ARIZONA
County of MARICOPA } SS.

On this the 10 day of DECEMBER 19 90 before me,

the undersigned Notary Public, personally appeared

MARILYN VERRILL

— personally known to me
X proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) IS subscribed to the within instrument, and acknowledged that SHE executed it.
WITNESS my hand and official seal.

Notary's Signature

-21

88 09477

GENERAL ACKNOWLEDGMENT

State of
County of } SS.

On this the ____ day of _____ 19____, before me,

the undersigned Notary Public, personally appeared

— personally known to me
— proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) _____ subscribed to the within instrument, and acknowledged that _____ executed it.
WITNESS my hand and official seal.

Notary's Signature

0 7 4 8 8 8 8

Mar. 6, 1991

AL ACKNOWLEDGMENT

State of California
County of Kern } SS.

On this the 14th day of December 1990, before me, Pamela Grotts, the undersigned Notary Public, personally appeared Edwina Davis.

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that she executed it.
WITNESS my hand and official seal.

OFFICIAL SEAL
PAMELA GROTTS
NOTARY PUBLIC-CALIFORNIA
KERN COUNTY
My Comm Expires Nov. 6, 1992

Pamela Grotts
Notary's Signature

GENERAL ACKNOWLEDGMENT

State of California
County of San Diego } SS.

On this the 10th day of December 1990, before me, ~~ROBERT A. MURPHY~~ LORRI A. CAMPBELL, the undersigned Notary Public, personally appeared ROBERT A. MURPHY.

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

OFFICIAL SEAL
LORRI A. CAMPBELL
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Comm. Expires Oct. 26, 1993

Lorri A. Campbell
Notary's Signature

Through the courtesy of
Fidelity National Title
INSURANCE COMPANY

Individual Acknowledgment
STATE OF CALIFORNIA
COUNTY OF San Diego } SS.
On this 11th day of December, in the year 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

*** Michael Bender ***

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that he executed it.

WITNESS my hand and official seal.

T. Stanley
Notary Public in and for said County and State

Notary Seal
OFFICIAL SEAL
T. STANLEY
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Comm. Expires July 8, 1994

0 7 4 8 8 8

Mar. 6, 1991

GENERAL ACKNOWLEDGMENT

State of MISSOURI
County of GREENE } SS.

On this the 24 day of DEC 1990 before me,

MICHAEL C VAN HOSEN

the undersigned Notary Public, personally appeared

SAUNDRA S DANE

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) MICHAEL C VAN HOSEN subscribed to the within instrument, and acknowledged that MICHAEL C VAN HOSEN executed it.
WITNESS my hand and official seal.

Saundra S. Dane
Notary's Signature

SAUNDRA S DANE
NOTARY PUBLIC STATE OF MISSOURI
GREENE COUNTY
MY COMMISSION EXP. OCT 10 1991

NO 201

GENERAL ACKNOWLEDGMENT

State of California
County of Riverside } SS.

On this the 24th day of January 19 91, before me,

Richard E. Waggoner

the undersigned Notary Public, personally appeared

Russell Kaldenberg

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

Richard E. Waggoner
Notary's Signature

OFFICIAL SEAL
RICHARD E WAGGONER
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My comm. expires JAN 21, 1992

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document Exclusive Road Easement
Number of Pages -3- Date of Document December 4, 1990
Signer(s) Other Than Named Above Bujack, Verill, Davis, Murphy, Bender, and Van Hosen

7120 019

NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave. • P.O. Box 7184 • Canoga Park, CA 91304-7184

WHEN RECORDED, PLEASE MAIL TO:
Bureau of Land Management
1695 Spruce Street
Riverside, CA 92507

THIS SPACE FOR RECORDER'S USE:

RECEIVED FOR RECORD AT 2:00 O'CLOCK P.M.
MAR - 6 1991
Recorded in Official Records of Riverside County, California
Recorder
Fees $

075384

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

CACA-25059 SUBORDINATION UNDER DEED OF TRUST AND CONSENT TO EASEMENT RE-CDD-21

KNOW ALL MEN BY THESE PRESENTS that SANTA FE LAND CORPORATION, a Nevada Corporation, as successor Beneficiary under those certain Deeds of Trust recorded in the Official Records of Riverside County, State of California, on November 22, 1977, as Instrument No. 232622, on December 1, 1977, as Instrument No. 238534, on December 21, 1979, as Instrument No. 270625, on June 20, 1983, as Instrument No. 121502, and on June 20, 1983, as Instrument No. 121504, does hereby SUBORDINATE its interest under said Deeds of Trust and CONSENTS TO that certain perpetual Exclusive Road Easement granted to the UNITED STATES OF AMERICA and its assigns by Santa Fe Land Corporation, David F. Bujack, Velva Bujack, Douglas Verill, Marilyn Verill, Edwina Davis, Robert A. Murphy, Michael P. Bender and Michael C. Van Hosen for the purpose of locating, constructing, using, controlling, maintaining, improving, relocating, and repairing a roadway over and across the following-described real property situated in the County of Riverside, State of California, to wit:

A parcel of land lying within a portion of the Northeast Quarter (NE1/4) of Section 21, Township 6 South, Range 12 East, San Bernardino Base and Meridian; said parcel being all that portion contained within a strip of land fifty (50) feet in width, being twenty-five (25) feet on each side of a centerline, more particularly as shown and described on Exhibit "A" for RE-CDD-21, dated July 28, 1987, which is attached hereto and made a part hereof. The parcel of land to which the above description applies contains 3.2 acres, more or less.

Whereas, said parcel being a portion of the premises described in aforesaid Deeds of Trust, the undersigned Beneficiary hereby waives the priority of said Deeds of Trust in favor of said Exclusive Road Easement to the same extent as if the easement had been executed, delivered, and recorded prior to said Deeds of Trust and agrees that any sale made under the provisions of said Deeds of Trust shall be subject to said Exclusive Road Easement.

Nothing herein is intended to affect or diminish the security interest of the Beneficiary in the real property. This agreement shall be binding upon the Beneficiary, its successors and assigns, and shall inure to the benefit of the UNITED STATES OF AMERICA and its assigns.

Said Exclusive Road Easement conveyed to the UNITED STATES OF AMERICA and its assigns was recorded on MARCH 6, 1991 as Instrument No. 74888 of the Official Records of Riverside County, State of California. The Bureau of Land Management is hereby authorized to fill in the blanks for the recording data of the said Exclusive Road Easement after execution and before recordation of this instrument.

Dated this 4th day of December 1990.

Santa Fe Land Corporation

By: Jack B. Maddy
President

Attest: Jack B. Maddy
Secretary

(Acknowledgement on Reverse)

075384

Mar. 6, 1991

8809477-21

CORPORATE ACKNOWLEDGMENT

State of California
County of San Diego } SS.

On this the 4th day of December 19 90, before me,

Richard E. Waggoner

the undersigned Notary Public, personally appeared

Galen B. Maddy

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) who executed the within instrument as President & Secretary or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

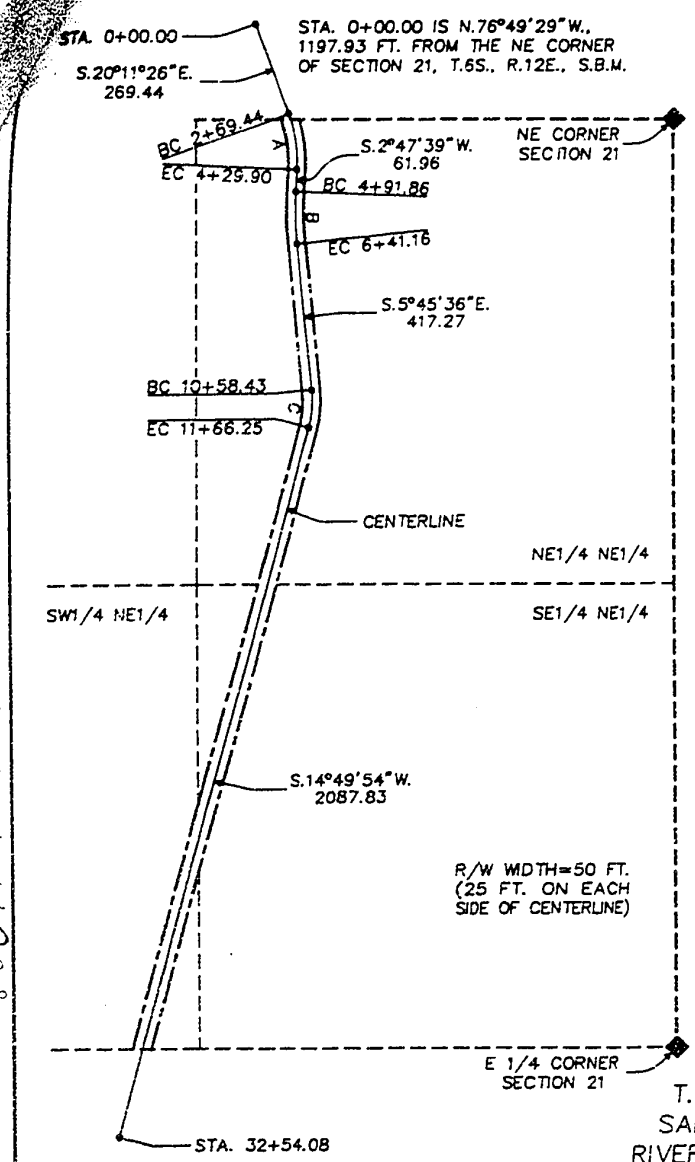
WITNESS my hand and official seal.

OFFICIAL SEAL
RICHARD E WAGGONER
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My comm. expires JAN 21, 1992

Notary's Signature

075084

Mar.6,1991



STA. 32+54.08 IS S.81°01'33"W., 1566.78 FT. FROM THE E 1/4 CORNER OF SECTION 21, T.6S., R.12E., S.B.M.

CORRECT AS TO ENGINEERING DATA

NAME: [signature] SUPERVISORY CADASTRAL SURVEYOR

DATE: July 28, 1987

CENTERLINE CURVE DATA

LABEL	RADIUS	DELTA ANGLE	TANGENT	ARC LENGTH
A	400.00	22°59'05"	81.33	160.46
B	1000.00	8°33'15"	74.79	149.30
C	300.00	20°35'30"	54.50	107.82

BASIS OF BEARING

Direct Solar Observation.

EXHIBIT A

RE-CDD-21
RED CANYON TRAIL
T.6S., R.12E., SECTION 21
SAN BERNARDINO MERIDIAN
RIVERSIDE COUNTY, CALIFORNIA

400 200 0 400 800 1200
Feet

3.2 ACRES MORE OR LESS
PARCEL 1, SHEET 1 OF 1

By: _____
President

Attest: _____
Secretary

(Acknowledgement on Reverse)

075384

Mar. 6, 1991

270625

RECORDING REQUESTED BY

CHICAGO TITLE INSURANCE COMPANY

WHEN RECORDED MAIL TO

Name: Galen B. Maddy
Street Address: P. O. Box 12
City & State: Carlsbad, CA 92008

RECEIVED FOR RECORD AT 9:00 O'CLOCK A.M. At Request of CHICAGO TITLE INS. CO. Book 1979, Page 270625 DEC 21 1979 Recorded in Official Records of Riverside County, California — Recorder

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS AND REQUEST FOR SPECIAL NOTICE

This Deed of Trust, made this 11th day of October, 1979, between ROBERT E. STRUNK, a married man, herein called TRUSTOR, whose address is P. O. Box 120, Carlsbad, California 92008 (number and street) (city) (zone) (state), and GALEN B. MADDY, a married man as his sole and separate property, herein called BENEFICIARY, MANHATTAN FINANCIAL CORPORATION, a California corporation, herein called TRUSTEE, Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Riverside County, California, described as:

An undivided 10% interest in and to the Northeast 1/4 of Section 21, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

This Deed of Trust is given to secure a portion of the purchase price of the above described property.

All-inclusive provision attached hereto and made a part hereof.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of $ 8,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees. By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Los Angeles County, Ventura County and Orange County, April 27th, 1962; Kern County on February 19th, 1969; Imperial County on April 22nd, 1969; San Bernardino County on January 15th, 1970; San Diego County on January 29, 1971 and San Luis Obispo County on May 31, 1977, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz:

County	Book	Page	County	Book	Page	County	Asst. No.
Los Angeles	T-2264	899	Orange	8801	119	Riverside	91075
Ventura	2142	385	Imperial	1377	210	San Diego	18487
Kern	4045	117	San Bernardino	7370	210	San Luis Obispo	25884

(which provisions identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

In accordance with Section 2924b, Civil Code, request is hereby made by the undersigned TRUSTOR that a copy of any Notice of Default and a copy of any Notice of Sale under Deed of Trust recorded _____ in Book _____, Page _____, Official Records of _____ County, California, as affecting above described property, executed by _____ as Trustor in which _____ is named as Beneficiary, and _____ as Trustee, be mailed to _____ whose address is _____ (Number and Street) (City) (Zone) (State)

STATE OF CALIFORNIA
COUNTY OF San Diego } SS.
On 10-15-1979 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert E. Strunk, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.
WITNESS my hand and official seal.

Signature: LaVon Sue Martin
LaVon Sue Martin
Name (Typed or Printed)

Robert E. Strunk
Robert E. Strunk

OFFICIAL SEAL
LaVon Sue Martin
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires Oct. 14, 1982

(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. 1977

RECORDER: Please index as Deed of Trust, Assignment of Rents and Request for Special Notice.

5682-11

270625

ALL-INCLUSIVE PROVISION

The beneficiary under this Deed of Trust, ROBERT E. STRUNK its heirs, devisees, legatees, administrators, executors and assigns, shall make due and timely payments of installments on the 1st and 2nd Deed(s) of Trust and Note(s) encumbering this and other property, in favor of beneficiary shown on said note, or assigns, and hereby indemnify and agree to save harmless the trustor GEORGE HARDY LAUVE, JR. and FRANCES LUCILLE LAUVE its heirs, or devisees, legatees, executors, administrators or assigns of and from any default in connection with the obligation secured by said 1st and 2nd Deed(s) of Trust. In the event any such installment payments on the obligation secured by said 1st and 2nd Deed(s) of Trust, shall be in default trustor under this Deed of Trust may make payments thereon, at his option, and credit such payments to the obligation herein secured and/or acceleration of payment rights of trustor to the beneficiaries and/or their heirs, or devisees, legatees, executors, administrators, or assigns of this Deed of Trust. In the event the trustor makes a payment upon the 1st and 2nd Deed(s) of Trust, which is in excess of the amount required to be made on the note, secured by this Deed of Trust, such excess shall be credited on the next installment or installment payments, which may become due under this Deed of Trust, and trustor shall not be required to pay such excess in addition to the regular payment of monthly installments under this note and Deed of Trust, Trustor shall have, at any time the right and option to prepay any and all installments of the 1st and 2nd Deed(s) of Trust, upto the whole thereof and apply such payments as a credit against this note, secured hereby in the manner aforesaid.

END RECORDED DOCUMENT DONALD D. SULLIVAN, COUNTY RECORDER

PS-49

177229

RECORDING REQUESTED BY

SANTA FE LAND CORPORATION, a Nevada Corporation

AND WHEN RECORDED MAIL TO

NAME SANTA FE LAND CORPORATION
ADDRESS 2527 N. Carson Street
Suite 205
CITY & STATE Carson City, Nevada 89701

RECEIVED FOR RECORD AT 11:00 O'CLOCK A.M.

AUG - 9 1985

Recorded in Official Records of Riverside County, California

RECORDER

Fee $

5

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Assignment of Deed of Trust

L-62

APN: 709-470-005-8; 006-9; 007-0; 008-1

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to SANTA FE LAND CORPORATION, a Nevada Corporation all beneficial interest under that certain Deed of Trust dated October 11, 1979, executed by ROBERT E. STRUNK, a married man, Trustor, to MANHATTAN FINANCIAL CORPORATION, a California corporation, Trustee, and recorded as Instrument No. 270625 on December 21, 1979 in book 1979, page 270625 of Official Records in the County Recorder's office of Riverside County, California, describing land therein as:

An undivided ten (10%) percent interest in and to:

The Northeast Quarter of Section 21, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated August 8, 1985

GALEN B. MADDY

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO } SS.

On this the 8th day of August 19 85, before me, the undersigned, a Notary Public in and for said County and State, personally appeared GALEN B. MADDY, and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) subscribed to the within instrument and acknowledged that he executed the same.

PATRICIA A. IVES

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
Patricia A. Ives
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
MY COMMISSION EXPIRES AUG. 11, 1985

Title Order No. _____ Escrow No. _____

CAL-62 (Rev. 6-82)

Description: Riverside,CA Document-Year.DocID 1985.177229 Page: 1 of 1
Order: 424 Comment:

CHICAGO TITLE CO.

WHEN RECORDED, PLEASE MAIL TO:
Bureau of Land Management
1695 Spruce Street
Riverside, CA 92507

Documentary Transfer Tax: None
(This conveyance is exempt from any documentary transfer tax per California Revenue and Taxation Code, Section 11922)

THIS SPACE FOR RECORDER'S USE:

RECEIVED FOR RECORD
AT 8:30 O'CLOCK A.M.
At Request of
CHICAGO TITLE INS. CO.
MAR - 6 1991
Recorded in Official Records of Riverside County, California
Recorder
Fees $

074888

Mar.6,1991

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

BLM: CACA-25059

EXCLUSIVE ROAD EASEMENT

Tract No:
RE-CDD-21

For and in consideration of the sum of ~~$400.00~~ $1,000.00

SANTA FE LAND CORPORATION, a Nevada Corporation, DAVID F. BUJACK and VELVA BUJACK, husband and wife, DOUGLAS VERILL and MARILYN VERILL, husband and wife, EDWINA DAVIS, a single woman, ROBERT A. MURPHY, a single man, MICHAEL P. BENDER, a single man, and MICHAEL C. VAN HOSEN, a single man, hereinafter called the Grantor, whether one or more, does hereby grant to the UNITED STATES OF AMERICA, and its assigns, a perpetual exclusive easement to locate, construct, use, control, maintain, improve, relocate, and repair a road over and across the following-described real property situated in the County of Riverside, State of California, to wit:

A parcel of land lying within a portion of the Northeast Quarter (NE1/4) of Section 21, Township 6 South, Range 12 East, San Bernardino Base and Meridian; said parcel being all that portion contained within a strip of land fifty (50) feet in width, being twenty-five (25) feet on each side of a centerline, more particulary as shown and described on Exhibit "A" for RE-CDD-21, dated July 28, 1987, which is attached hereto and made a part hereof.

The parcel of land to which the above description applies contains 3.2 acres, more or less.

The easement herein granted is for the full use of the above described property as a road by the UNITED STATES OF AMERICA, its licensees and permittees, including the right of access for the people of the United States generally to lands owned, administered, or controlled by the UNITED STATES OF AMERICA for all lawful and proper purposes subject to reasonable rules and regulations of the Secretary of the Interior. Grantor reserves the right of ingress and egress over and across the road for all lawful purposes: Provided, that such use shall not interfere with the easement granted herein: Provided, further, that the use of the roadway by Grantor for any commercial use or any ancillary use thereto shall be subject to Title V of the Federal Land Policy and Management Act of 1976 (90 Stat. 2743-2794) and the regulations issued thereunder.

The grant of easement herein made is subject to the effect of reservations and leases, if any, of oil, gas, and minerals in and under said land.

- continued -

074888

Mar.6,1991

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns forever.

Grantor covenants and warrants that he is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims, or encumbrances, except as shown above, and that he will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Maddy
President

Attest: Galen B. Maddy
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

Michael P. Bender

Michael C. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

ACTING FOR District Manager, California Desert

074888

Mar.6,1991

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns forever.

Grantor covenants and warrants that he is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims, or encumbrances, except as shown above, and that he will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Maddy
President

Attest: Galen B. Maddy
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

Michael P. Bender

Michael C. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

District Manager, California Desert

NOTARY

074888

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns forever.

Grantor covenants and warrants that he is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims, or encumbrances, except as shown above, and that he will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Waddy
President

Attest: Galen B. Waddy
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

Michael P. Bender

Michael C. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

District Manager, California Desert

Mar.6,1991

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns forever.

Grantor covenants and warrants that he is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims, or encumbrances, except as shown above, and that he will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Woodey
President

Attest: Galen B. Woodey
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

Michael P. Bender

Michael C. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

District Manager, California Desert

0074888

Mar. 6, 1991

880 094477-21

074888

Mar. 6, 1991

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns forever.

Grantor covenants and warrants that he is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims, or encumbrances, except as shown above, and that he will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Maddy
President

Attest: Galen B. Maddy
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

Michael P. Bender

Michael C. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

District Manager, California Desert

074888

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns forever.

Grantor covenants and warrants that he is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims, or encumbrances, except as shown above, and that he will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Waddy
President

Attest: Galen B. Waddy
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

X Robert A. Murphy
Robert A. Murphy

Michael P. Bender

Michael C. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

District Manager, California Desert

Mar.6,1991

NOTARIZE

074888

Mar. 6, 1991

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns forever.

Grantor covenants and warrants that he is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims, or encumbrances, except as shown above, and that he will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Waddy
President

Attest: Galen B. Waddy
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

X Michael P. Bender
Michael P. Bender

Michael G. Van Hosen

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074888

Mar.6,1991

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Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Woodey
President

Attest: Galen B. Woodey
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

Michael P. Bender

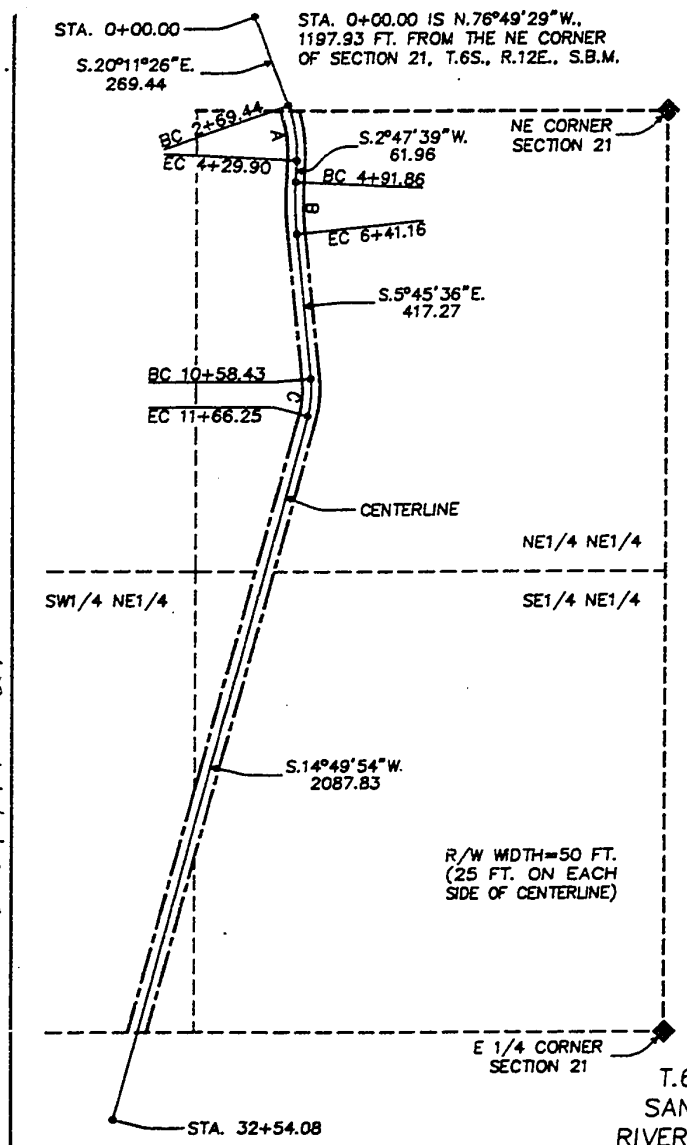
Michael C. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

District Manager, California Desert

074888

Mar.6,1991



CENTERLINE CURVE DATA

LABEL	RADIUS	DELTA ANGLE	TANGENT	ARC LENGTH
A	400.00	22°59'05"	81.33	160.46
B	1000.00	8°33'15"	74.79	149.30
C	300.00	20°35'30"	54.50	107.82

BASIS OF BEARING

Direct Solar Observation.

EXHIBIT A

RE-CDD-21
RED CANYON TRAIL
T.6S., R.12E., SECTION 21
SAN BERNARDINO MERIDIAN
RIVERSIDE COUNTY, CALIFORNIA

400 200 0 400 800 1200
Feet

3.2 ACRES MORE OR LESS
PARCEL 1, SHEET 1 OF 1

CORRECT AS TO ENGINEERING DATA

NAME: [signature]
SUPERVISORY CADASTRAL SURVEYOR

DATE: July 28, 1987

8809477 - 21

074888

Mar.6,1991

CORPORATE ACKNOWLEDGMENT NO. 202

State of California
County of San Diego } SS.

On this the 4th day of December 19 90, before me,

Richard E. Waggoner,

the undersigned Notary Public, personally appeared

Galen B. Maddy,

X personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) who executed the within instrument as President & Secretary or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

OFFICIAL SEAL
RICHARD E WAGGONER
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My comm. expires JAN 21, 1992

Notary's Signature

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document Exclusive Road Easement

Number of Pages -3- Date of Document December 4, 1990

Signer(s) Other Than Named Above Bujack, Verill, Davis, Murphy, Bender, and Van Hosen

7120 122

NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave. • P.O. Box 7184 • Canoga Park, CA 91304-7184

074888

STATE OF CALIFORNIA
COUNTY OF San Diego } SS.
On this 15th day of December, in the year 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dawn E. Bujnoch,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name subscribed to the within instrument and acknowledged that she executed the same.

Signature Laura Cathers
Laura J. Cathers
Name (Typed or Printed)
Notary Public in and for said County and State

Staple
INDIVIDUAL
CHICAGO TITLE
Staple

F2492 R 6/84

OFFICIAL SEAL
LAURA J. CATHERS
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires May 1, 1994

FOR NOTARY SEAL OR STAMP

Mar. 6, 1991

GENERAL ACKNOWLEDGMENT

State of California
County of San Diego } SS.

On this the 20th day of December 1990, before me,
Laura J. Cathers,
the undersigned Notary Public, personally appeared
Dawn Bujnoch.

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged that she executed it.
WITNESS my hand and official seal.

Laura Cathers
Notary's Signature

OFFICIAL SEAL
LAURA J. CATHERS
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires May 1, 1994

GENERAL ACKNOWLEDGMENT

State of California
County of Los Angeles } SS.

On this the 16 day of Jan. 1991, before me,
Marjorie Jean Young,
the undersigned Notary Public, personally appeared
Douglas Verill.

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

Marjorie Jean Young
Notary's Signature

OFFICIAL NOTARY SEAL
MARJORIE JEAN YOUNG
Notary Public — California
LOS ANGELES COUNTY
My Comm. Expires DEC 12, 1994

0 7 4 8 8 8 8

Mar.6,1991

GENERAL ACKNOWLEDGMENT

State of ARIZONA
County of MARICOPA } SS.

On this the 10 day of DECEMBER 19 90 before me,

the undersigned Notary Public, personally appeared

MARILYN VERRILL

— personally known to me
X proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) IS subscribed to the within instrument, and acknowledged that SHE executed it.
WITNESS my hand and official seal.

Notary's Signature

-21

88 09477

GENERAL ACKNOWLEDGMENT

State of
County of } SS.

On this the ____ day of ____ 19____, before me,

the undersigned Notary Public, personally appeared

— personally known to me
— proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) ____ subscribed to the within instrument, and acknowledged that ____ executed it.
WITNESS my hand and official seal.

Notary's Signature

0 7 4 8 8 8

Mar. 6, 1991

...AL ACKNOWLEDGMENT

State of California
County of Kern } SS.

On this the 14th day of December 1990, before me, Pamela Grotts, the undersigned Notary Public, personally appeared Edwina Davis.

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that she executed it.
WITNESS my hand and official seal.

Pamela Grotts
Notary's Signature

OFFICIAL SEAL
PAMELA GROTTS
NOTARY PUBLIC-CALIFORNIA
KERN COUNTY
My Comm Expires Nov. 6, 1992

GENERAL ACKNOWLEDGMENT

State of California
County of San Diego } SS.

On this the 10th day of December 1990, before me, ~~ROBERT A. MURPHY~~ LORRI A. CAMPBELL, the undersigned Notary Public, personally appeared ROBERT A. MURPHY.

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

Lorri A. Campbell
Notary's Signature

OFFICIAL SEAL
LORRI A. CAMPBELL
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Comm. Expires Oct. 26, 1993

Through the courtesy of
Fidelity National Title
INSURANCE COMPANY

Individual Acknowledgment
STATE OF CALIFORNIA
COUNTY OF San Diego } SS.
On this 11th day of December, in the year 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

*** Michael Bender ***

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that he executed it.

WITNESS my hand and official seal.

T. Stanley
Notary Public in and for said County and State

Notary Seal
OFFICIAL SEAL
T. STANLEY
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Comm. Expires July 8, 1994

0774888

Mar.6,1991

GENERAL ACKNOWLEDGMENT

State of MISSOURI
County of GREENE } SS.

On this the 24 day of DEC 1990 before me,

MICHAEL C VAN HOSEN

the undersigned Notary Public, personally appeared

SAUNDRA S DANE

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) MICHAEL C VAN HOSEN subscribed to the within instrument, and acknowledged that MICHAEL C VAN HOSEN executed it.
WITNESS my hand and official seal.

Saundra S. Dane
Notary's Signature

SAUNDRA S DANE
NOTARY PUBLIC STATE OF MISSOURI
GREENE COUNTY
MY COMMISSION EXP. OCT 10 1991

NO 201

GENERAL ACKNOWLEDGMENT

State of California
County of Riverside } SS.

On this the 24th day of January 19 91, before me,

Richard E. Waggoner

the undersigned Notary Public, personally appeared

Russell Kaldenberg

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

Richard E. Waggoner
Notary's Signature

OFFICIAL SEAL
RICHARD E WAGGONER
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My comm. expires JAN 21, 1992

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document Exclusive Road Easement
Number of Pages -3- Date of Document December 4, 1990
Signer(s) Other Than Named Above Bujack, Verill, Davis, Murphy, Bender, and Van Hosen

7120 019

NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave. • P.O. Box 7184 • Canoga Park, CA 91304-7184

WHEN RECORDED, PLEASE MAIL TO:
Bureau of Land Management
1695 Spruce Street
Riverside, CA 92507

THIS SPACE FOR RECORDER'S USE:

RECEIVED FOR RECORD AT 2:00 O'CLOCK P.M.
MAR - 6 1991
Recorded in Official Records of Riverside County, California
Recorder
Fees $

075384

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

CACA-25059 SUBORDINATION UNDER DEED OF TRUST AND CONSENT TO EASEMENT RE-CDD-21

KNOW ALL MEN BY THESE PRESENTS that SANTA FE LAND CORPORATION, a Nevada Corporation, as successor Beneficiary under those certain Deeds of Trust recorded in the Official Records of Riverside County, State of California, on November 22, 1977, as Instrument No. 232622, on December 1, 1977, as Instrument No. 238534, on December 21, 1979, as Instrument No. 270625, on June 20, 1983, as Instrument No. 121502, and on June 20, 1983, as Instrument No. 121504, does hereby SUBORDINATE its interest under said Deeds of Trust and CONSENTS TO that certain perpetual Exclusive Road Easement granted to the UNITED STATES OF AMERICA and its assigns by Santa Fe Land Corporation, David F. Bujack, Velva Bujack, Douglas Verill, Marilyn Verill, Edwina Davis, Robert A. Murphy, Michael P. Bender and Michael C. Van Hosen for the purpose of locating, constructing, using, controlling, maintaining, improving, relocating, and repairing a roadway over and across the following-described real property situated in the County of Riverside, State of California, to wit:

A parcel of land lying within a portion of the Northeast Quarter (NE1/4) of Section 21, Township 6 South, Range 12 East, San Bernardino Base and Meridian; said parcel being all that portion contained within a strip of land fifty (50) feet in width, being twenty-five (25) feet on each side of a centerline, more particularly as shown and described on Exhibit "A" for RE-CDD-21, dated July 28, 1987, which is attached hereto and made a part hereof. The parcel of land to which the above description applies contains 3.2 acres, more or less.

Whereas, said parcel being a portion of the premises described in aforesaid Deeds of Trust, the undersigned Beneficiary hereby waives the priority of said Deeds of Trust in favor of said Exclusive Road Easement to the same extent as if the easement had been executed, delivered, and recorded prior to said Deeds of Trust and agrees that any sale made under the provisions of said Deeds of Trust shall be subject to said Exclusive Road Easement.

Nothing herein is intended to affect or diminish the security interest of the Beneficiary in the real property. This agreement shall be binding upon the Beneficiary, its successors and assigns, and shall inure to the benefit of the UNITED STATES OF AMERICA and its assigns.

Said Exclusive Road Easement conveyed to the UNITED STATES OF AMERICA and its assigns was recorded on MARCH 6, 1991 as Instrument No. 74888 of the Official Records of Riverside County, State of California. The Bureau of Land Management is hereby authorized to fill in the blanks for the recording data of the said Exclusive Road Easement after execution and before recordation of this instrument.

Dated this 4th day of December 1990.

Santa Fe Land Corporation

By: Jack B. Maddy
President

Attest: Jack B. Maddy
Secretary

(Acknowledgement on Reverse)

075384

Mar. 6, 1991

8809477-21

CORPORATE ACKNOWLEDGMENT

State of California
County of San Diego } SS.

On this the 4th day of December 19 90, before me,

Richard E. Waggoner

the undersigned Notary Public, personally appeared

Galen B. Maddy

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

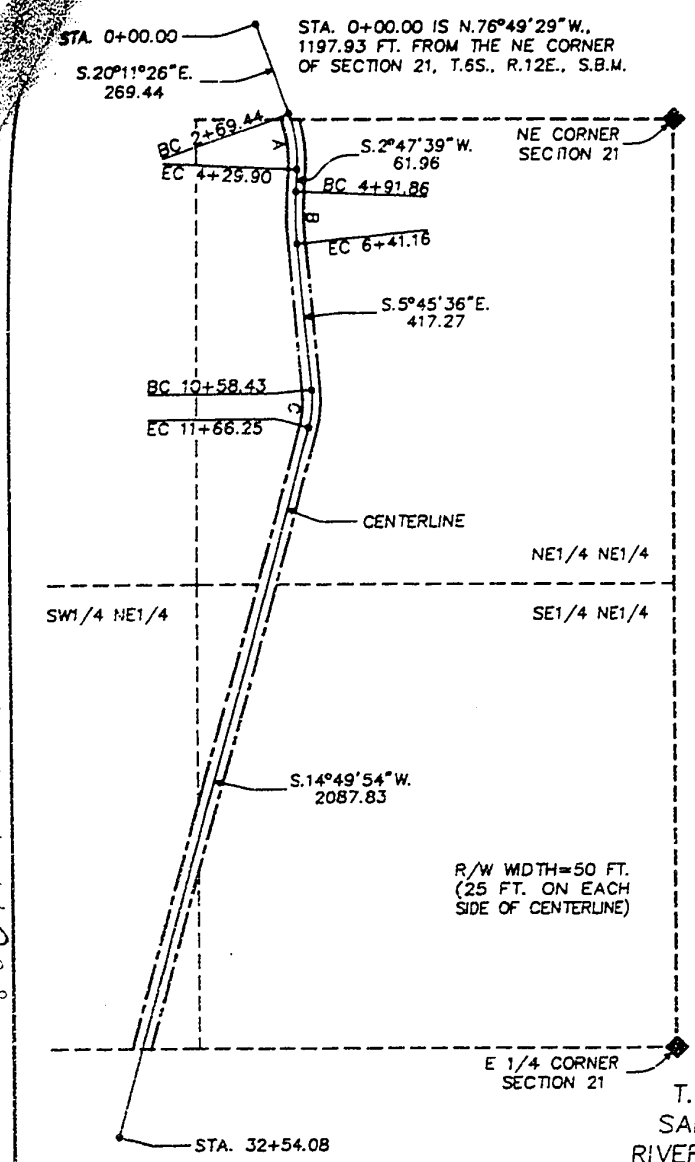
to be the person(s) who executed the within instrument as President & Secretary or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

OFFICIAL SEAL
RICHARD E WAGGONER
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My comm. expires JAN 21, 1992

Notary's Signature

Mar.6,1991



STA. 32+54.08 IS S.81°01'33"W., 1566.78 FT. FROM THE E 1/4 CORNER OF SECTION 21, T.6S., R.12E., S.B.M.

CORRECT AS TO ENGINEERING DATA

NAME: [signature] SUPERVISORY CADASTRAL SURVEYOR

DATE: July 28, 1987

CENTERLINE CURVE DATA

LABEL	RADIUS	DELTA ANGLE	TANGENT	ARC LENGTH
A	400.00	22°59'05"	81.33	160.46
B	1000.00	8°33'15"	74.79	149.30
C	300.00	20°35'30"	54.50	107.82

BASIS OF BEARING

Direct Solar Observation.

EXHIBIT A

RE-CDD-21
RED CANYON TRAIL
T.6S., R.12E., SECTION 21
SAN BERNARDINO MERIDIAN
RIVERSIDE COUNTY, CALIFORNIA

400 200 0 400 800 1200
Feet

3.2 ACRES MORE OR LESS
PARCEL 1, SHEET 1 OF 1

By: _____
President

Attest: _____
Secretary

(Acknowledgement on Reverse)

075384

Mar. 6, 1991

2770629

RECORDING REQUESTED BY

CHICAGO TITLE INSURANCE COMPANY

WHEN RECORDED MAIL TO

Name: Robert E. Strunk
Street Address: P.O. Box 120
City & State: Carlsbad, CA 92008

RECEIVED FOR RECORD AT 9:00 O'CLOCK A.M. At Request of CHICAGO TITLE INS. CO. Book 1979, Page 270629 DEC 21 1979 Recorded in Official Records of Riverside County, California Recorder FEE $

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS AND REQUEST FOR SPECIAL NOTICE

RECORDER: Please index as Deed of Trust, Assignment of Rents and Request for Special Notice.

This Deed of Trust, made this 15th day of October, 1979, between GEORGE HARDY LAUVE, JR. and FRANCES LUCILLE LAUVE, husband and wife, herein called TRUSTOR, whose address is 213 D Inchon Drive, Oceanside, CA 92054 (number and street) (city) (zone) (state) and ROBERT E. STRUNK, a married man as his sole and separate property, herein called BENEFICIARY, MANHATTAN FINANCIAL CORPORATION, a California corporation, herein called TRUSTEE, Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Riverside County, California, described as:

An undivided 10% interest in and to the Northeast quarter of Section 21, Township 5 South, Range 12 East, San Bernardino Base and Meridian.

This Deed of Trust is given to secure a portion of the purchase price of the above described property.

All-inclusive provision is attached hereto and made a part hereof.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of $ 12,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Los Angeles County, Ventura County and Orange County, April 27th, 1962; Kern County on February 19th, 1969; Imperial County on April 22nd, 1969; San Bernardino County on January 15th, 1970; San Diego County on January 29, 1971 and San Luis Obispo County on May 31, 1977, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz:

County	Book	Page	County	Book	Page	County	Asst. No.
Los Angeles	T-2254	309	Orange	8881	119	Riverside	3067'5
Ventura	3143	399	Imperial	1277	218	San Diego	10487
Kern	4246	117	San Bernardino	7572	219	San Luis Obispo	25694

which provisions identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

In accordance with Section 2924b, Civil Code, request is hereby made by the undersigned TRUSTOR that a copy of any Notice of Default and a copy of any Notice of Sale under Deed of Trust recorded _____ in Book _____, Page _____, Official Records of _____ County, California, as affecting above described property, executed by _____ as Trustor in which _____ is named as Beneficiary, and _____ as Trustee, be mailed to _____ whose address is _____ (Number and Street) (City) (Zone) (State)

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO } ss.
On 18 OCTOBER 1979 before me, the undersigned, a Notary Public in and for said State, personally appeared GEORGE HARDY LAUVE, JR. and FRANCES LUCILLE LAUVE, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that they executed the same.
WITNESS my hand and official seal.

Signature: Dolores F. Cookshaw
DOLORES F. COOKSHAW
(Name Typed or Printed)

George Hardy Lauve Jr.
George Hardy Lauve, Jr.

Frances Lucille Lauve
Frances Lucille Lauve

OFFICIAL SEAL
DOLORES F. COOKSHAW
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Comm. Expires Jan 1, 1981

(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. 1984

270629

ALL-INCLUSIVE PROVISION

The beneficiary under this Deed of Trust, ROBERT E. STRUNK its heirs, devisees, legatees, administrators, executors and assigns, shall make due and timely payments of installments on the 1st and 2nd Deed(s) of Trust and Note(s) encumbering this and other property, in favor of beneficiary shown on said note, or assigns, and hereby indemnify and agree to save harmless the trustor GEORGE HARDY LAUVE, JR. and FRANCES LUCILLE LAUVE its heirs, or devisees, legatees, executors, administrators or assigns of and from any default in connection with the obligation secured by said 1st and 2nd Deed(s) of Trust. In the event any such installment payments on the obligation secured by said 1st and 2nd Deed(s) of Trust, shall be in default trustor under this Deed of Trust may make payments thereon, at his option, and credit such payments to the obligation herein secured and/or acceleration of payment rights of trustor to the beneficiaries and/or their heirs, or devisees, legatees, executors, administrators, or assigns of this Deed of Trust. In the event the trustor makes a payment upon the 1st and 2nd Deed(s) of Trust, which is in excess of the amount required to be made on the note, secured by this Deed of Trust, such excess shall be credited on the next installment or installment payments, which may become due under this Deed of Trust, and trustor shall not be required to pay such excess in addition to the regular payment of monthly installments under this note and Deed of Trust, Trustor shall have, at any time the right and option to prepay any and all installments of the 1st and 2nd Deed(s) of Trust, upto the whole thereof and apply such payments as a credit against this note secured hereby in the manner aforesaid.

END RECORDED DOCUMENT DONALD D. SULLIVAN, COUNTY REC[illegible]

CHICAGO TITLE CO.

WHEN RECORDED, PLEASE MAIL TO:
Bureau of Land Management
1695 Spruce Street
Riverside, CA 92507

Documentary Transfer Tax: None
(This conveyance is exempt from any documentary transfer tax per California Revenue and Taxation Code, Section 11922)

THIS SPACE FOR RECORDER'S USE:

RECEIVED FOR RECORD
AT 8:30 O'CLOCK A.M.
At Request of
CHICAGO TITLE INS. CO.
MAR - 6 1991
Recorded in Official Records of Riverside County, California
Recorder
Fees $

074888

Mar.6,1991

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

BLM: CACA-25059

EXCLUSIVE ROAD EASEMENT

Tract No:
RE-CDD-21

For and in consideration of the sum of ~~$400.00~~ $1,000.00

SANTA FE LAND CORPORATION, a Nevada Corporation, DAVID F. BUJACK and VELVA BUJACK, husband and wife, DOUGLAS VERILL and MARILYN VERILL, husband and wife, EDWINA DAVIS, a single woman, ROBERT A. MURPHY, a single man, MICHAEL P. BENDER, a single man, and MICHAEL C. VAN HOSEN, a single man, hereinafter called the Grantor, whether one or more, does hereby grant to the UNITED STATES OF AMERICA, and its assigns, a perpetual exclusive easement to locate, construct, use, control, maintain, improve, relocate, and repair a road over and across the following-described real property situated in the County of Riverside, State of California, to wit:

A parcel of land lying within a portion of the Northeast Quarter (NE1/4) of Section 21, Township 6 South, Range 12 East, San Bernardino Base and Meridian; said parcel being all that portion contained within a strip of land fifty (50) feet in width, being twenty-five (25) feet on each side of a centerline, more particulary as shown and described on Exhibit "A" for RE-CDD-21, dated July 28, 1987, which is attached hereto and made a part hereof.

The parcel of land to which the above description applies contains 3.2 acres, more or less.

The easement herein granted is for the full use of the above described property as a road by the UNITED STATES OF AMERICA, its licensees and permittees, including the right of access for the people of the United States generally to lands owned, administered, or controlled by the UNITED STATES OF AMERICA for all lawful and proper purposes subject to reasonable rules and regulations of the Secretary of the Interior. Grantor reserves the right of ingress and egress over and across the road for all lawful purposes: Provided, that such use shall not interfere with the easement granted herein: Provided, further, that the use of the roadway by Grantor for any commercial use or any ancillary use thereto shall be subject to Title V of the Federal Land Policy and Management Act of 1976 (90 Stat. 2743-2794) and the regulations issued thereunder.

The grant of easement herein made is subject to the effect of reservations and leases, if any, of oil, gas, and minerals in and under said land.

- continued -

074888

Mar.6,1991

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns forever.

Grantor covenants and warrants that he is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims, or encumbrances, except as shown above, and that he will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Maddy
President

Attest: Galen B. Maddy
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

Michael P. Bender

Michael C. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

ACTING FOR District Manager, California Desert

074888

Mar.6,1991

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns forever.

Grantor covenants and warrants that he is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims, or encumbrances, except as shown above, and that he will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Maddy
President

Attest: Galen B. Maddy
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

Michael P. Bender

Michael C. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

District Manager, California Desert

NOTARY

074888

Mar.6,1991

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns forever.

Grantor covenants and warrants that he is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims, or encumbrances, except as shown above, and that he will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Waddy
President

Attest: Galen B. Waddy
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

Michael P. Bender

Michael C. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

District Manager, California Desert

074888

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns forever.

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Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Maddy
President

Attest: Galen B. Maddy
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

Michael P. Bender

Michael C. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

District Manager, California Desert

Mar. 6, 1991

880 094477-21

074888

Mar. 6, 1991

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns forever.

Grantor covenants and warrants that he is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims, or encumbrances, except as shown above, and that he will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Maddy
President

Attest: Galen B. Maddy
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

Michael P. Bender

Michael C. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

District Manager, California Desert

074888

Mar.6,1991

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Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Waddy
President

Attest: Galen B. Waddy
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

X Robert A. Murphy
Robert A. Murphy

Michael P. Bender

Michael C. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

District Manager, California Desert

NOTARIZE

074888

Mar. 6, 1991

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns forever.

Grantor covenants and warrants that he is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims, or encumbrances, except as shown above, and that he will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Waddy
President

Attest: Galen B. Waddy
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

X Michael P. Bender
Michael P. Bender

Michael G. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

District Manager, California Desert

074888

Mar.6,1991

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns forever.

Grantor covenants and warrants that he is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims, or encumbrances, except as shown above, and that he will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Woodey
President

Attest: Galen B. Woodey
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

Michael P. Bender

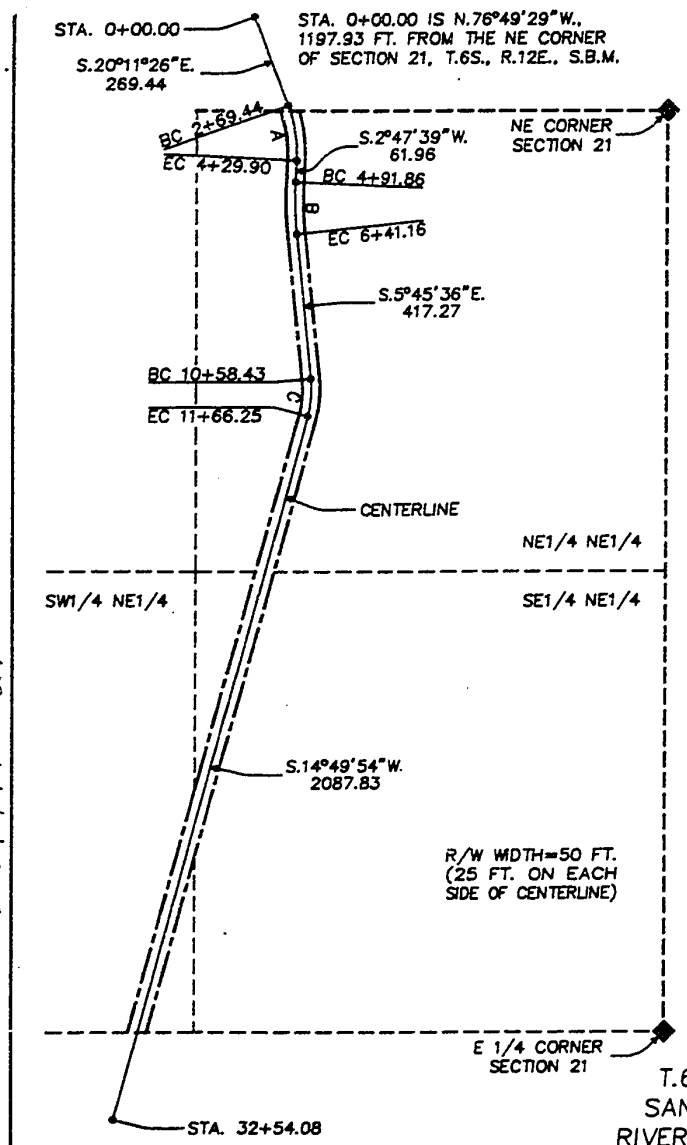
Michael C. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

District Manager, California Desert

074888

Mar.6,1991



CENTERLINE CURVE DATA

LABEL	RADIUS	DELTA ANGLE	TANGENT	ARC LENGTH
A	400.00	22°59'05"	81.33	160.46
B	1000.00	8°33'15"	74.79	149.30
C	300.00	20°35'30"	54.50	107.82

BASIS OF BEARING

Direct Solar Observation.

EXHIBIT A

RE-CDD-21
RED CANYON TRAIL
T.6S., R.12E., SECTION 21
SAN BERNARDINO MERIDIAN
RIVERSIDE COUNTY, CALIFORNIA

400 200 0 400 800 1200
Feet

3.2 ACRES MORE OR LESS
PARCEL 1, SHEET 1 OF 1

CORRECT AS TO ENGINEERING DATA

NAME: [signature]
SUPERVISORY CADASTRAL SURVEYOR

DATE: July 28, 1987

8809477 - 21

074888

Mar.6,1991

CORPORATE ACKNOWLEDGMENT NO. 202

State of California
County of San Diego } SS.

On this the 4th day of December 19 90, before me,

Richard E. Waggoner,

the undersigned Notary Public, personally appeared

Galen B. Maddy,

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) who executed the within instrument as President & Secretary or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

OFFICIAL SEAL
RICHARD E WAGGONER
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My comm. expires JAN 21, 1992

Notary's Signature

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document Exclusive Road Easement

Number of Pages -3- Date of Document December 4, 1990

Signer(s) Other Than Named Above Bujack, Verill, Davis, Murphy, Bender, and Van Hosen

7120 122

NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave. • P.O. Box 7184 • Canoga Park, CA 91304-7184

074888

Mar.6,1991

STATE OF CALIFORNIA
COUNTY OF San Diego } SS.
On this 15th day of December, in the year 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dawn E. Bujnoch,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name subscribed to the within instrument and acknowledged that she executed the same.

Signature Laura Cathers
Laura J. Cathers
Name (Typed or Printed)
Notary Public in and for said County and State

Staple

INDIVIDUAL

CHICAGO TITLE

Staple

F2492 R 6/84

OFFICIAL SEAL
LAURA J. CATHERS
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires May 1, 1994

FOR NOTARY SEAL OR STAMP

GENERAL ACKNOWLEDGMENT

State of California
County of San Diego } SS.

On this the 20th day of December 1990, before me, Laura J. Cathers, the undersigned Notary Public, personally appeared Dawn Bujnoch.

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged that she executed it.
WITNESS my hand and official seal.

Laura Cathers
Notary's Signature

OFFICIAL SEAL
LAURA J. CATHERS
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires May 1, 1994

GENERAL ACKNOWLEDGMENT

State of California
County of Los Angeles } SS.

On this the 16 day of Jan. 1991, before me, Marjorie Jean Young, the undersigned Notary Public, personally appeared Douglas Verill.

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

Marjorie Jean Young
Notary's Signature

OFFICIAL NOTARY SEAL
MARJORIE JEAN YOUNG
Notary Public — California
LOS ANGELES COUNTY
My Comm. Expires DEC 12, 1994

0 7 4 8 8 8 8

Mar.6,1991

GENERAL ACKNOWLEDGMENT

State of ARIZONA
County of MARICOPA } SS.

On this the 10 day of DECEMBER 19 90 before me,

the undersigned Notary Public, personally appeared

MARILYN VERRILL

— personally known to me
X proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) IS subscribed to the within instrument, and acknowledged that SHE executed it.
WITNESS my hand and official seal.

Notary's Signature

-21

GENERAL ACKNOWLEDGMENT

88 09477

State of
County of } SS.

On this the ____ day of _____ 19____, before me,

the undersigned Notary Public, personally appeared

— personally known to me
— proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) _____ subscribed to the within instrument, and acknowledged that _____ executed it.
WITNESS my hand and official seal.

Notary's Signature

0 7 4 8 8 8 8

Mar. 6, 1991

AL ACKNOWLEDGMENT

State of California
County of Kern } SS.

On this the 14th day of December 1990, before me, Pamela Grotts, the undersigned Notary Public, personally appeared Edwina Davis.

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that she executed it.
WITNESS my hand and official seal.

Pamela Grotts
Notary's Signature

OFFICIAL SEAL
PAMELA GROTTS
NOTARY PUBLIC-CALIFORNIA
KERN COUNTY
My Comm Expires Nov. 6, 1992

GENERAL ACKNOWLEDGMENT

State of California
County of San Diego } SS.

On this the 10th day of December 1990, before me, ~~ROBERT A. MURPHY~~ LORRI A. CAMPBELL, the undersigned Notary Public, personally appeared ROBERT A. MURPHY.

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

Lorri A. Campbell
Notary's Signature

OFFICIAL SEAL
LORRI A. CAMPBELL
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Comm. Expires Oct. 26, 1993

Through the courtesy of
Fidelity National Title
INSURANCE COMPANY

Individual Acknowledgment
STATE OF CALIFORNIA
COUNTY OF San Diego } SS.
On this 11th day of December, in the year 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

*** Michael Bender ***

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that he executed it.

WITNESS my hand and official seal.

T. Stanley
Notary Public in and for said County and State

Notary Seal
OFFICIAL SEAL
T. STANLEY
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Comm. Expires July 8, 1994

0774888

Mar.6,1991

GENERAL ACKNOWLEDGMENT

State of MISSOURI
County of GREENE } SS.

On this the 24 day of DEC 1990 before me,

MICHAEL C VAN HOSEN

the undersigned Notary Public, personally appeared

SAUNDRA S DANE

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) MICHAEL C VAN HOSEN subscribed to the within instrument, and acknowledged that MICHAEL C VAN HOSEN executed it.
WITNESS my hand and official seal.

SAUNDRA S DANE
NOTARY PUBLIC STATE OF MISSOURI
GREENE COUNTY
MY COMMISSION EXP. OCT 10 1991

Saundra S. Dane
Notary's Signature

NO 201

GENERAL ACKNOWLEDGMENT

State of California
County of Riverside } SS.

On this the 24th day of January 19 91, before me,

Richard E. Waggoner

the undersigned Notary Public, personally appeared

Russell Kaldenberg

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

OFFICIAL SEAL
RICHARD E WAGGONER
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My comm. expires JAN 21, 1992

Richard E. Waggoner
Notary's Signature

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document Exclusive Road Easement
Number of Pages -3- Date of Document December 4, 1990
Signer(s) Other Than Named Above Bujack, Verill, Davis, Murphy, Bender, and Van Hosen

7120 019

NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave. • P.O. Box 7184 • Canoga Park, CA 91304-7184

Chicago

2/ WHEN RECORDED, PLEASE MAIL TO:
Bureau of Land Management
1695 Spruce Street
Riverside, CA 92507

THIS SPACE FOR RECORDER'S USE:

RECEIVED FOR RECORD AT 2:00 O'CLOCK P.M. MAR - 6 1991 Recorded in Official Records of Riverside County, California Recorder Fees $

75385

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SUBORDINATION UNDER DEED OF TRUST
AND CONSENT TO EASEMENT

CACA-25059 RE-CDD-21

KNOW ALL MEN BY THESE PRESENTS that ROBERT E. STRUNK, a married man as his sole and separate property, as Beneficiary under that certain Deed of Trust dated October 15, 1979, executed by George Hardy Lauve Jr. and Frances Lucille Lauve, Trustors, to Manhattan Financial Corporation, a California Corporation, Trustee, and recorded on December 21, 1979, as Instrument No. 270629 of the Official Records of Riverside County, State of California, does hereby SUBORDINATE his interest under said Deed of Trust and CONSENTS TO that certain perpetual Exclusive Road Easement granted to the UNITED STATES OF AMERICA and its assigns by Santa Fe Land Corporation, David F. Bujack, Velva Bujack, Douglas Verill, Marilyn Verill, Edwina Davis, Robert A. Murphy, Michael P. Bender and Michael C. Van Hosen, for the purpose of locating, constructing, using, controlling, maintaining, improving, relocating, and repairing a roadway over and across the following-described real property situated in the County of Riverside, State of California, to wit:

A parcel of land lying within a portion of the Northeast Quarter (NE1/4) of Section 21, Township 6 South, Range 12 East, San Bernardino Base and Meridian; said parcel being all that portion contained within a strip of land fifty (50) feet in width, being twenty-five (25) feet on each side of a centerline, more particularly as shown and described on Exhibit "A" for RE-CDD-21, dated July 28, 1987, which is attached hereto and made a part hereof. The parcel of land to which the above description applies contains 3.2 acres, more or less.

Whereas, said parcel being a portion of the premises described in aforesaid Deed of Trust, the undersigned Beneficiary hereby waives the priority of said Deed of Trust in favor of said Exclusive Road Easement to the same extent as if the easement had been executed, delivered, and recorded prior to said Deed of Trust and agrees that any sale made under the provisions of said Deed of Trust shall be subject to said Exclusive Road Easement.

Nothing herein is intended to affect or diminish the security interest of the Beneficiary in the real property. This agreement shall be binding upon the Beneficiary, his successors and assigns, and shall inure to the benefit of the UNITED STATES OF AMERICA and its assigns.

Said Exclusive Road Easement conveyed to the UNITED STATES OF AMERICA and its assigns was recorded on MARCH 6, 1991 as Instrument No. 74888 of the Official Records of Riverside County, State of California. The Bureau of Land Management is hereby authorized to fill in the blanks for the recording data of the said Exclusive Road Easement after execution and before recordation of this instrument.

Dated this 6thday of December 1990.

Robert E. Strunk

Robert E. Strunk

(Acknowledgement on Reverse)

880 9477-21

Mar. 6, 1991

0 7 5 7 0 8 5

Mar.6,1991

GENERAL ACKNOWLEDGMENT

State of California
County of San Diego } SS.

OFFICIAL SEAL
SHARON LEE JOHNSON
NOTARY PUBLIC—CALIFORNIA
NOTARY BOND FILED IN
SAN DIEGO COUNTY
My Commission Expires August 28, 1992

On this the 6th day of December 19 90 before me,
Sharon Lee Johnson
the undersigned Notary Public, personally appeared
Robert E. Strunk
personally known to me
× proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

Sharon Lee Johnson
Notary's Signature

GENERAL ACKNOWLEDGMENT

State of
County of } SS.

On this the ____ day of _____ 19____, before me,
_____
the undersigned Notary Public, personally appeared
_____
personally known to me
proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) _____ subscribed to the within instrument, and acknowledged that _____ executed it.
WITNESS my hand and official seal.

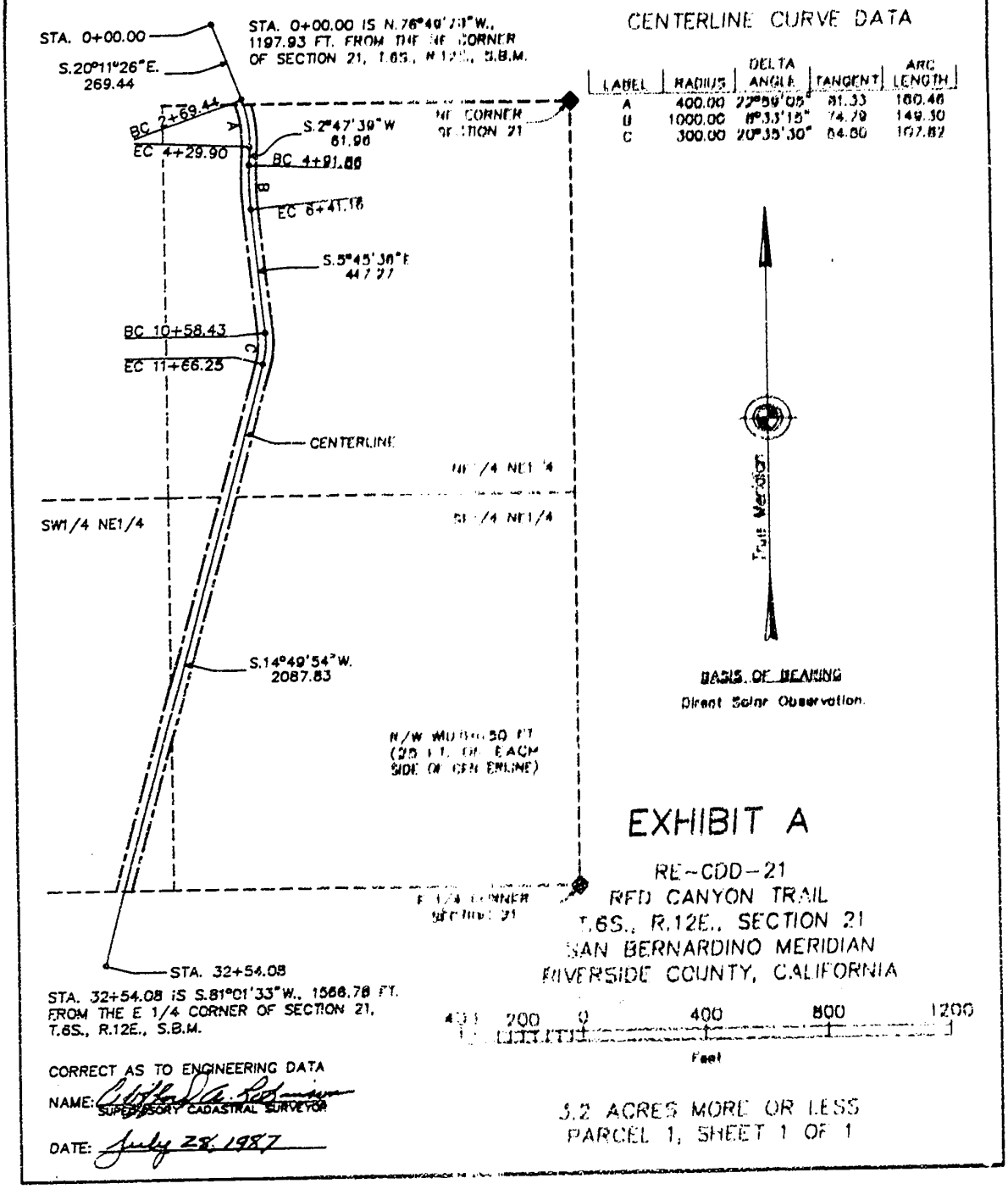
_____
Notary's Signature

GENERAL ACKNOWLEDGMENT

State of
County of } SS.

On this the ____ day of _____ 19____, before me,
_____
the undersigned Notary Public, personally appeared
_____
personally known to me
proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) _____ subscribed to the within instrument, and acknowledged that _____ executed it.
WITNESS my hand and official seal.

_____
Notary's Signature

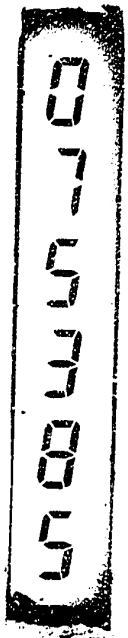


(Acknowledgement on Reverse)

Description: Riverside,CA Document-Year.DocID 1991.75385 Page: 3 of 5
Order: 424 Comment:

075385

Mar.6,1991



Mar.6,1991

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO

121504

NAME Galen B. Maddy
ADDRESS 2725 Jefferson #2B
CITY AND STATE Carlsbad, Ca. 92008

Title Order No.
Escrow No. 5002

RECEIVED FOR RECORD AT 9:00 O'CLOCK A.M. At Request of CHICAGO TITLE INS. CO
Book 1983, Page 121504
JUN 20 1983
Recorded in Official Records of Riverside County, California
William F. Conely Recorder
Fees $

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ALL-INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS

BY THIS DEED OF TRUST made this 25 day of April 1983, between Michael C. Van Hosen, a single man, herein called "Trustor", whose address is 1524 Buena Vista #A (number and street), San Clemente (city), California (state) 92672 (zip code), CHICAGO TITLE INSURANCE COMPANY, a Missouri Corporation, herein called "Trustee", and GALEN B. MADDY, a married man as his sole & separate property herein called "Beneficiary"

Trustor irrevocably GRANTS, TRANSFERS AND ASSIGNS to Trustee in trust, with power of sale, that property in Riverside County, California, described as An undivided 15% interest in and to; The Northeast Quarter of Section 21, Township 6 South, Range 12 East, San Bernardino Meridian, according to the Official Plat thereof.

Trustor ALSO ASSIGNS to Beneficiary all rents, issues and profits from said real property RESERVING HOWEVER, the right to collect and use the same as long as there is no existing default hereunder AND DOES HEREBY AUTHORIZE Beneficiary to collect and recover the same in the name of Trustor or his successor in interest by use of any lawful means

FOR THE PURPOSE OF SECURING (1) Payment of the indebtedness evidenced by one promissory note of even date herewith in the principal sum of NINETEEN THOUSAND TWO HUNDRED DOLLARS AND 00/100 $ 19,200.00 payable to Beneficiary or order hereinafter referred to as "the Note" (2) Payment of any additional sums and advances hereafter made by Beneficiary or his assignee to or for the benefit of Trustor or his successor in ownership of the real property encumbered hereby (3) Performance of each agreement of Trustor incorporated by reference or contained herein

This is an All Inclusive Deed of Trust and is subject and subordinate to the following Deed(s) of Trust now of record securing certain notes the unpaid principal balance of which is included in the Note and which the Beneficiary herein has agreed to pay as per the terms thereof PROVIDED Trustor is not in default in the payment of the Note secured by this Deed of Trust

Deed of Trust dated September 26, 1977 and recorded in the Office of the Recorder of Riverside County, California on October 24, 1977 at 77-210186 [Book and Page or Serial Number] executed by Galen B. Maddy, a married man as Trustor in which Crestmore Homes Corporation is named as Beneficiary and Southland Escrow Corporation ---------- as Trustee and

Deed of Trust dated n/a and recorded in the Office of the Recorder of County, California on n/a at [Book and Page or Serial Number] executed by n/a as Trustor in which n/a is named as Beneficiary and n/a as Trustee

Should the within Beneficiary default in payment of any installments due under any said prior Deed of Trust the Trustor herein may make said payments, including late charges, penalties and or advances, direct to the Beneficiary of said prior Deed of Trust and any and all payments so made shall be credited against the installments due on the Note secured by this Deed of Trust

Notwithstanding any provision to the contrary herein contained, in the event of a Trustee's sale in furtherance of the foreclosure of this Deed of Trust the balance then due on the Note secured hereby for the purposes of Beneficiary's demand, shall be reduced by the unpaid balance, if any, of principal and interest then due on the Note(s) secured by the prior Deeds of Trust, satisfactory evidence of which unpaid balances must be submitted to Trustee prior to such sale The Trustee may rely on any statements received from Beneficiary in this regard and such statements shall be deemed binding and conclusive as between Beneficiary and Trustor on the one hand and the Trustee on the other hand, to the extent of such reliance

TO PROTECT THE SECURITY OF THIS DEED OF TRUST TRUSTOR AGREES (1) To perform the obligations secured by such prior Deeds of Trust other than the payments to be made by Beneficiary as set forth in the Note secured by this Deed of Trust As between the parties hereto and their successors and assigns no assumption or guarantee agreement executed by Trustor for the benefit of the holders of the prior notes shall be deemed to affect this obligation of Beneficiary (2) All of the provisions of Section A Paragraphs 1 through 5, AND IT IS MUTUALLY AGREED that all of the provisions of Section B Paragraphs 1 through 10, both of that certain Fictitious Deed of Trust recorded on the date and in the Book and at the Page of Official Records in the Office of the County Recorder of the county where said property is located, noted below opposite the name of such county viz

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

(which provisions identical in all counties are printed on the following page hereof) are hereby incorporated herein, and the parties hereto agree to be bound thereby as though fully set forth herein All references to property, obligations and parties in the provisions of said Fictitious Deed of Trust are the property, obligations and parties set forth in this Deed of Trust EXCEPT HOWEVER that whenever interest at SEVEN per cent (7%) per annum is provided for in the Fictitious Deed of Trust IT IS AGREED that in lieu thereof interest shall be in the amount allowed by law in effect at the date hereof

The undersigned Trustor requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to him at the address set forth above

NOTE LEGAL RIGHTS AND DUTIES ARE CREATED UPON THE EXECUTION OF THIS DOCUMENT. THE PARTIES ARE ADVISED TO CONSULT WITH THEIR ATTORNEYS PRIOR TO SIGNING THIS DOCUMENT.

STATE OF CALIFORNIA)
) ss
COUNTY OF)

On before me the undersigned, a Notary Public in and for said County and State personally appeared MICHAEL C. VAN HOSEN, proved to me on the basis of satisfactory evidence to be the person whose name subscribed to the within instrument and acknowledged that executed the same

(Name Typed or Printed)

Signature of Trustor
Michael C. Van Hosen
Michael C. Van Hosen

Signature of Beneficiary
Galen B. Maddy

CAT. NO. NN0062
TO 1044 CA (7-82)

TITLE INSURANCE AND TRUST
A TYCO COMPANY

(Individual)

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO } SS

STAPLE HERE 121504

On May 19, 1983 before me, the undersigned a Notary Public in and for said State personally appeared CALEN B. MADDY

_____, personally known to me or proved to me on the basis of satisfactory evidence to be the person__ whose name is subscribed to the within instrument and acknowledged that he executed the same

WITNESS my hand and official seal

Signature _____

(This area for official notarial seal)

177226

RECORDING REQUESTED BY

SANTA FE LAND CORPORATION, a Nevada Corporation

AND WHEN RECORDED MAIL TO

NAME SANTA FE LAND CORPORATION
ADDRESS 2527 N. Carson Street
Suite 205
CITY & STATE Carson City, Nevada 89701

RECEIVED FOR AT 11:00 O'CLOCK A.M. AUG - 9 1985
Recorded in Official Records of Riverside County, California
RECORDER
Fees $

5

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Assignment of Deed of Trust

L-62

APN: 709-470-005-8; 006-9; 007-0; 008-1

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to SANTA FE LAND CORPORATION, a Nevada Corporation all beneficial interest under that certain Deed of Trust dated April 25, 1984, executed by MICHAEL C. VAN HOSEN, a single man, Trustor, to CHICAGO TITLE INSURANCE COMPANY, a Missouri Corporation, Trustee, and recorded as Instrument No. 121504 on June 20, 1983 in book 1983, page 121504 of Official Records in the County Recorder's office of Riverside County, California, describing land therein as:

An undivided 15% interest in and to the Northeast ¼ of Section 21, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated August 8, 1985

GALEN B. MADDY

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO } SS.
On this the 8th day of August 19 85, before me, the undersigned, a Notary Public in and for said County and State, personally appeared GALEN B. MADDY

, and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) subscribed to the within instrument and acknowledged that he executed the same.

PATRICIA A. IVES

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
Patricia A. Ives
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
MY COMMISSION EXPIRES AUG. 11, 1985

Title Order No. _____ Escrow No. _____

CAL-62 (Rev. 6-82)

Description: Riverside,CA Document-Year.DocID 1985.177226 Page: 1 of 1
Order: 424 Comment:

CHICAGO TITLE CO.

WHEN RECORDED, PLEASE MAIL TO:
Bureau of Land Management
1695 Spruce Street
Riverside, CA 92507

Documentary Transfer Tax: None
(This conveyance is exempt from any documentary transfer tax per California Revenue and Taxation Code, Section 11922)

THIS SPACE FOR RECORDER'S USE:

RECEIVED FOR RECORD
AT 8:30 O'CLOCK A.M.
At Request of
CHICAGO TITLE INS. CO.
MAR - 6 1991
Recorded in Official Records of Riverside County, California
Recorder
Fees $

074888

74888

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

BLM: CACA-25059

EXCLUSIVE ROAD EASEMENT

Tract No:
RE-CDD-21

For and in consideration of the sum of ~~$400.00~~ $1,000.00

SANTA FE LAND CORPORATION, a Nevada Corporation, DAVID F. BUJACK and VELVA BUJACK, husband and wife, DOUGLAS VERILL and MARILYN VERILL, husband and wife, EDWINA DAVIS, a single woman, ROBERT A. MURPHY, a single man, MICHAEL P. BENDER, a single man, and MICHAEL C. VAN HOSEN, a single man, hereinafter called the Grantor, whether one or more, does hereby grant to the UNITED STATES OF AMERICA, and its assigns, a perpetual exclusive easement to locate, construct, use, control, maintain, improve, relocate, and repair a road over and across the following-described real property situated in the County of Riverside, State of California, to wit:

A parcel of land lying within a portion of the Northeast Quarter (NE1/4) of Section 21, Township 6 South, Range 12 East, San Bernardino Base and Meridian; said parcel being all that portion contained within a strip of land fifty (50) feet in width, being twenty-five (25) feet on each side of a centerline, more particulary as shown and described on Exhibit "A" for RE-CDD-21, dated July 28, 1987, which is attached hereto and made a part hereof.

The parcel of land to which the above description applies contains 3.2 acres, more or less.

The easement herein granted is for the full use of the above described property as a road by the UNITED STATES OF AMERICA, its licensees and permittees, including the right of access for the people of the United States generally to lands owned, administered, or controlled by the UNITED STATES OF AMERICA for all lawful and proper purposes subject to reasonable rules and regulations of the Secretary of the Interior. Grantor reserves the right of ingress and egress over and across the road for all lawful purposes: Provided, that such use shall not interfere with the easement granted herein: Provided, further, that the use of the roadway by Grantor for any commercial use or any ancillary use thereto shall be subject to Title V of the Federal Land Policy and Management Act of 1976 (90 Stat. 2743-2794) and the regulations issued thereunder.

The grant of easement herein made is subject to the effect of reservations and leases, if any, of oil, gas, and minerals in and under said land.

- continued -

074888

Mar.6,1991

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns forever.

Grantor covenants and warrants that he is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims, or encumbrances, except as shown above, and that he will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Maddy
President

Attest: Galen B. Maddy
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

Michael P. Bender

Michael C. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

ACTING FOR District Manager, California Desert

074888

Mar.6,1991

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns forever.

Grantor covenants and warrants that he is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims, or encumbrances, except as shown above, and that he will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Maddy
President

Attest: Galen B. Maddy
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

Michael P. Bender

Michael C. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

District Manager, California Desert

NOTARY

074888

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Grantor covenants and warrants that he is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims, or encumbrances, except as shown above, and that he will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Waddy
President

Attest: Galen B. Waddy
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

Michael P. Bender

Michael C. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

District Manager, California Desert

Mar.6,1991

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns forever.

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Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Woodey
President

Attest: Galen B. Woodey
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

Michael P. Bender

Michael C. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

District Manager, California Desert

074888

Mar. 6, 1991

880 094477-21

074888

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns forever.

Grantor covenants and warrants that he is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims, or encumbrances, except as shown above, and that he will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Maddy
President

Attest: Galen B. Maddy
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

Michael P. Bender

Michael C. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

District Manager, California Desert

Mar. 6, 1991

074888

Mar.6,1991

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Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Waddy
President

Attest: Galen B. Waddy
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

X Robert A. Murphy
Robert A. Murphy

Michael P. Bender

Michael C. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

District Manager, California Desert

NOTARIZE

0 7 4 8 8 8

Mar. 6, 1991

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Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Waddy
President

Attest: Galen B. Waddy
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

X Michael P. Bender
Michael P. Bender

Michael G. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

District Manager, California Desert

074888

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Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Woodey
President

Attest: Galen B. Woodey
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

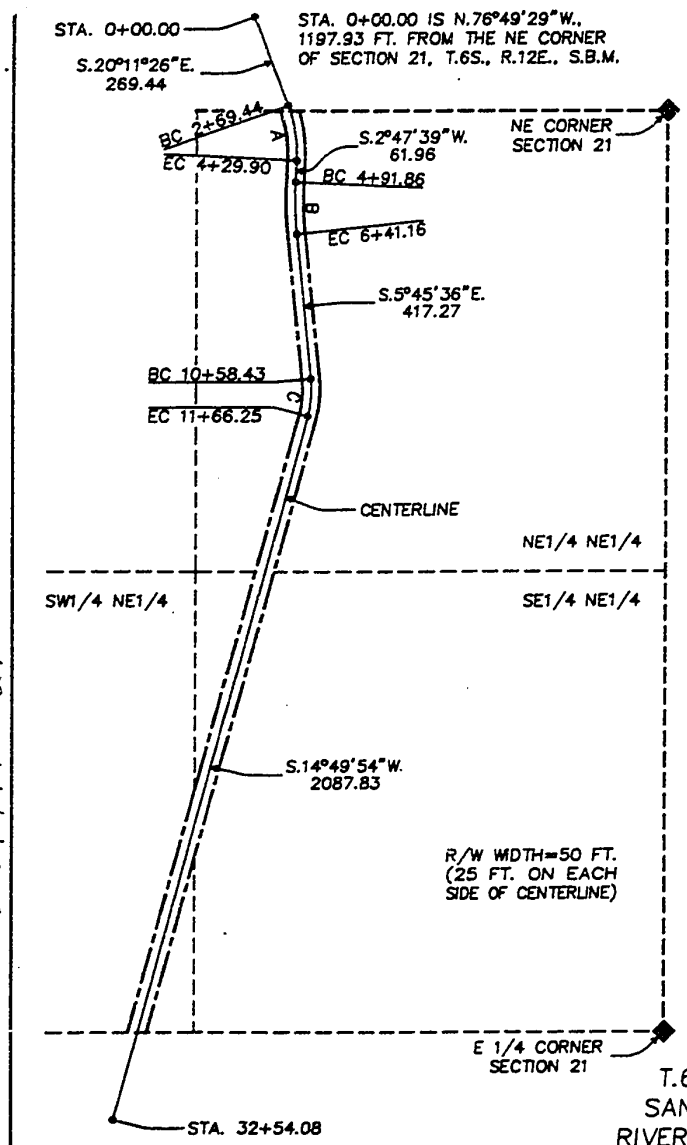
Michael P. Bender

Michael C. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

District Manager, California Desert

Mar.6,1991



CENTERLINE CURVE DATA

LABEL	RADIUS	DELTA ANGLE	TANGENT	ARC LENGTH
A	400.00	22°59'05"	81.33	160.46
B	1000.00	8°33'15"	74.79	149.30
C	300.00	20°35'30"	54.50	107.82

BASIS OF BEARING

Direct Solar Observation.

EXHIBIT A

RE-CDD-21
RED CANYON TRAIL
T.6S., R.12E., SECTION 21
SAN BERNARDINO MERIDIAN
RIVERSIDE COUNTY, CALIFORNIA

400 200 0 400 800 1200
Feet

3.2 ACRES MORE OR LESS
PARCEL 1, SHEET 1 OF 1

CORRECT AS TO ENGINEERING DATA

NAME: [illegible] SUPERVISORY CADASTRAL SURVEYOR

DATE: July 28, 1987

8809477 - 21

074888

Mar. 6, 1991

074888

Mar.6,1991

CORPORATE ACKNOWLEDGMENT NO. 202

State of California
County of San Diego } SS.

On this the 4th day of December 19 90, before me,

Richard E. Waggoner,

the undersigned Notary Public, personally appeared

Galen B. Maddy,

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) who executed the within instrument as President & Secretary or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

OFFICIAL SEAL
RICHARD E WAGGONER
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My comm. expires JAN 21, 1992

Notary's Signature

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document Exclusive Road Easement

Number of Pages -3- Date of Document December 4, 1990

Signer(s) Other Than Named Above Bujack, Verill, Davis, Murphy, Bender, and Van Hosen

7120 122

NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave. • P.O. Box 7184 • Canoga Park, CA 91304-7184

074888

Mar.6,1991

STATE OF CALIFORNIA
COUNTY OF San Diego } SS.
On this 15th day of December, in the year 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dawn E. Bujnoch,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name subscribed to the within instrument and acknowledged that she executed the same.

Signature Laura Cathers
Laura J. Cathers
Name (Typed or Printed)
Notary Public in and for said County and State

Staple

INDIVIDUAL

CHICAGO TITLE

Staple

F2492 R 6/84

OFFICIAL SEAL
LAURA J. CATHERS
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires May 1, 1994

FOR NOTARY SEAL OR STAMP

GENERAL ACKNOWLEDGMENT

State of California
County of San Diego } SS.

On this the 20th day of December 1990, before me, Laura J. Cathers, the undersigned Notary Public, personally appeared Dawn Bujnoch.

OFFICIAL SEAL
LAURA J. CATHERS
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires May 1, 1994

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged that she executed it.
WITNESS my hand and official seal.

Laura Cathers
Notary's Signature

GENERAL ACKNOWLEDGMENT

State of California
County of Los Angeles } SS.

On this the 16 day of Jan. 1991, before me, Marjorie Jean Young, the undersigned Notary Public, personally appeared Douglas Verill.

OFFICIAL NOTARY SEAL
MARJORIE JEAN YOUNG
Notary Public — California
LOS ANGELES COUNTY
My Comm. Expires DEC 12, 1994

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

Marjorie Jean Young
Notary's Signature

0 7 4 8 8 8 8

Mar.6,1991

GENERAL ACKNOWLEDGMENT

State of ARIZONA
County of MARICOPA } SS.

On this the 10 day of DECEMBER 19 90 before me,

the undersigned Notary Public, personally appeared

MARILYN VERRILL

— personally known to me
X proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) IS subscribed to the within instrument, and acknowledged that SHE executed it.
WITNESS my hand and official seal.

Notary's Signature

-21

88 09477

GENERAL ACKNOWLEDGMENT

State of
County of } SS.

On this the ____ day of ____ 19____, before me,

the undersigned Notary Public, personally appeared

— personally known to me
— proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) ____ subscribed to the within instrument, and acknowledged that ____ executed it.
WITNESS my hand and official seal.

Notary's Signature

0 7 4 8 8 8

Mar. 6, 1991

...AL ACKNOWLEDGMENT

State of California
County of Kern } SS.

On this the 14th day of December 1990, before me, Pamela Grotts, the undersigned Notary Public, personally appeared Edwina Davis.

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that she executed it.
WITNESS my hand and official seal.

Pamela Grotts
Notary's Signature

OFFICIAL SEAL
PAMELA GROTTS
NOTARY PUBLIC-CALIFORNIA
KERN COUNTY
My Comm Expires Nov. 6, 1992

GENERAL ACKNOWLEDGMENT

State of California
County of San Diego } SS.

On this the 10th day of December 1990, before me, ~~ROBERT A. MURPHY~~ LORRI A. CAMPBELL, the undersigned Notary Public, personally appeared ROBERT A. MURPHY.

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

Lorri A. Campbell
Notary's Signature

OFFICIAL SEAL
LORRI A. CAMPBELL
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Comm. Expires Oct. 26, 1993

Through the courtesy of
Fidelity National Title
INSURANCE COMPANY

Individual Acknowledgment
STATE OF CALIFORNIA
COUNTY OF San Diego } SS.
On this 11th day of December, in the year 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

*** Michael Bender ***

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that he executed it.

WITNESS my hand and official seal.

T. Stanley
Notary Public in and for said County and State

Notary Seal
OFFICIAL SEAL
T. STANLEY
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Comm. Expires July 8, 1994

0 7 4 8 8 8

Mar.6,1991

GENERAL ACKNOWLEDGMENT

State of MISSOURI
County of GREENE } SS.

On this the 24 day of DEC 1990 before me,

MICHAEL C VAN HOSEN

the undersigned Notary Public, personally appeared

SAUNDRA S DANE

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) MICHAEL C VAN HOSEN subscribed to the within instrument, and acknowledged that MICHAEL C VAN HOSEN executed it.
WITNESS my hand and official seal.

SAUNDRA S DANE
NOTARY PUBLIC STATE OF MISSOURI
GREENE COUNTY
MY COMMISSION EXP. OCT 10 1991

Saundra S. Dane
Notary's Signature

NO 201

GENERAL ACKNOWLEDGMENT

State of California
County of Riverside } SS.

On this the 24th day of January 19 91, before me,

Richard E. Waggoner

the undersigned Notary Public, personally appeared

Russell Kaldenberg

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

OFFICIAL SEAL
RICHARD E WAGGONER
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My comm. expires JAN 21, 1992

Richard E. Waggoner
Notary's Signature

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document Exclusive Road Easement
Number of Pages -3- Date of Document December 4, 1990
Signer(s) Other Than Named Above Bujack, Verill, Davis, Murphy, Bender, and Van Hosen

7120 019

NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave. • P.O. Box 7184 • Canoga Park, CA 91304-7184

WHEN RECORDED, PLEASE MAIL TO:
Bureau of Land Management
1695 Spruce Street
Riverside, CA 92507

THIS SPACE FOR RECORDER'S USE:

RECEIVED FOR RECORD AT 2:00 O'CLOCK P.M.
MAR - 6 1991
Recorded in Official Records of Riverside County, California
Recorder
Fees $

75384

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

CACA-25059 SUBORDINATION UNDER DEED OF TRUST AND CONSENT TO EASEMENT RE-CDD-21

KNOW ALL MEN BY THESE PRESENTS that SANTA FE LAND CORPORATION, a Nevada Corporation, as successor Beneficiary under those certain Deeds of Trust recorded in the Official Records of Riverside County, State of California, on November 22, 1977, as Instrument No. 232622, on December 1, 1977, as Instrument No. 238534, on December 21, 1979, as Instrument No. 270625, on June 20, 1983, as Instrument No. 121502, and on June 20, 1983, as Instrument No. 121504, does hereby SUBORDINATE its interest under said Deeds of Trust and CONSENTS TO that certain perpetual Exclusive Road Easement granted to the UNITED STATES OF AMERICA and its assigns by Santa Fe Land Corporation, David F. Bujack, Velva Bujack, Douglas Verill, Marilyn Verill, Edwina Davis, Robert A. Murphy, Michael P. Bender and Michael C. Van Hosen for the purpose of locating, constructing, using, controlling, maintaining, improving, relocating, and repairing a roadway over and across the following-described real property situated in the County of Riverside, State of California, to wit:

A parcel of land lying within a portion of the Northeast Quarter (NE1/4) of Section 21, Township 6 South, Range 12 East, San Bernardino Base and Meridian; said parcel being all that portion contained within a strip of land fifty (50) feet in width, being twenty-five (25) feet on each side of a centerline, more particularly as shown and described on Exhibit "A" for RE-CDD-21, dated July 28, 1987, which is attached hereto and made a part hereof. The parcel of land to which the above description applies contains 3.2 acres, more or less.

Whereas, said parcel being a portion of the premises described in aforesaid Deeds of Trust, the undersigned Beneficiary hereby waives the priority of said Deeds of Trust in favor of said Exclusive Road Easement to the same extent as if the easement had been executed, delivered, and recorded prior to said Deeds of Trust and agrees that any sale made under the provisions of said Deeds of Trust shall be subject to said Exclusive Road Easement.

Nothing herein is intended to affect or diminish the security interest of the Beneficiary in the real property. This agreement shall be binding upon the Beneficiary, its successors and assigns, and shall inure to the benefit of the UNITED STATES OF AMERICA and its assigns.

Said Exclusive Road Easement conveyed to the UNITED STATES OF AMERICA and its assigns was recorded on MARCH 6, 1991 as Instrument No. 74888 of the Official Records of Riverside County, State of California. The Bureau of Land Management is hereby authorized to fill in the blanks for the recording data of the said Exclusive Road Easement after execution and before recordation of this instrument.

Dated this 4th day of December 1990.

Santa Fe Land Corporation

By: Jack B. Maddy
President

Attest: Jack B. Maddy
Secretary

(Acknowledgement on Reverse)

075384

Mar. 6, 1991

8809477-21

CORPORATE ACKNOWLEDGMENT

State of California
County of San Diego } SS.

On this the 4th day of December 19 90, before me,

Richard E. Waggoner

the undersigned Notary Public, personally appeared

Galen B. Maddy

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) who executed the within instrument as President & Secretary or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

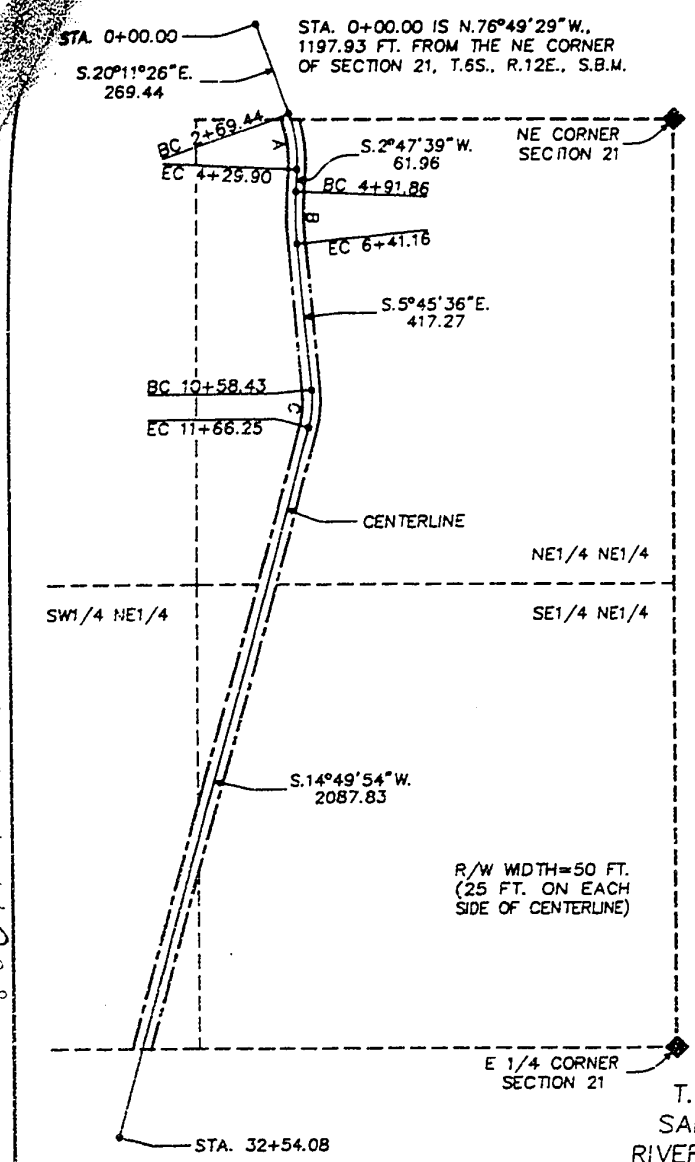
WITNESS my hand and official seal.

OFFICIAL SEAL
RICHARD E WAGGONER
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My comm. expires JAN 21, 1992

Notary's Signature

075084

Mar.6,1991



CENTERLINE CURVE DATA

LABEL	RADIUS	DELTA ANGLE	TANGENT	ARC LENGTH
A	400.00	22°59'05"	81.33	160.46
B	1000.00	8°33'15"	74.79	149.30
C	300.00	20°35'30"	54.50	107.82

BASIS OF BEARING

Direct Solar Observation.

EXHIBIT A

RE-CDD-21
RED CANYON TRAIL
T.6S., R.12E., SECTION 21
SAN BERNARDINO MERIDIAN
RIVERSIDE COUNTY, CALIFORNIA

400 200 0 400 800 1200
Feet

3.2 ACRES MORE OR LESS
PARCEL 1, SHEET 1 OF 1

CORRECT AS TO ENGINEERING DATA

NAME: [signature] SUPERVISORY CADASTRAL SURVEYOR

DATE: July 28, 1987

By: _____ President

Attest: [signature] Secretary

(Acknowledgement on Reverse)

075984

Mar. 6, 1991

CHICAGO TITLE CO.

WHEN RECORDED, PLEASE MAIL TO:
Bureau of Land Management
1695 Spruce Street
Riverside, CA 92507

Documentary Transfer Tax: None
(This conveyance is exempt from any documentary transfer tax per California Revenue and Taxation Code, Section 11922)

THIS SPACE FOR RECORDER'S USE:

RECEIVED FOR RECORD
AT 8:30 O'CLOCK A.M.
At Request of
CHICAGO TITLE INS. CO.
MAR - 6 1991
Recorded in Official Records of Riverside County, California
Recorder
Fees $

074888

Mar.6,1991

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

BLM: CACA-25059

EXCLUSIVE ROAD EASEMENT

Tract No:
RE-CDD-21

For and in consideration of the sum of ~~$400.00~~ $1,000.00

SANTA FE LAND CORPORATION, a Nevada Corporation, DAVID F. BUJACK and VELVA BUJACK, husband and wife, DOUGLAS VERILL and MARILYN VERILL, husband and wife, EDWINA DAVIS, a single woman, ROBERT A. MURPHY, a single man, MICHAEL P. BENDER, a single man, and MICHAEL C. VAN HOSEN, a single man, hereinafter called the Grantor, whether one or more, does hereby grant to the UNITED STATES OF AMERICA, and its assigns, a perpetual exclusive easement to locate, construct, use, control, maintain, improve, relocate, and repair a road over and across the following-described real property situated in the County of Riverside, State of California, to wit:

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The grant of easement herein made is subject to the effect of reservations and leases, if any, of oil, gas, and minerals in and under said land.

- continued -

074888

Mar.6,1991

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns forever.

Grantor covenants and warrants that he is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims, or encumbrances, except as shown above, and that he will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Maddy
President

Attest: Galen B. Maddy
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

Michael P. Bender

Michael C. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

ACTING FOR District Manager, California Desert

074888

Mar.6,1991

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District Manager, California Desert

NOTARY

074888

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District Manager, California Desert

Mar.6,1991

0 7 4 8 8 8 8

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Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Woodey
President

Attest: Galen B. Woodey
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

Michael P. Bender

Michael C. Van Hosen

Accepted by the Department of Interior,
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District Manager, California Desert

880 094477-21

074888

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Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Maddy
President

Attest: Galen B. Maddy
Secretary

David F. Bujack

Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

Robert A. Murphy

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Michael C. Van Hosen

Accepted by the Department of Interior,
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District Manager, California Desert

Mar. 6, 1991

074888

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Dated this 4th day of December, 1990

Santa Fe Land Corporation

By: Galen B. Waddy
President

Attest: Galen B. Waddy
Secretary

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Velva Bujack

Douglas Verill

Marilyn Verill

Edwina Davis

X Robert A. Murphy
Robert A. Murphy

Michael P. Bender

Michael C. Van Hosen

Accepted by the Department of Interior,
Bureau of Land Management, subject to approval
of title by the Department of Justice:

District Manager, California Desert

NOTARIZE

074888

Mar. 6, 1991

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Santa Fe Land Corporation

By: Galen B. Waddy
President

Attest: Galen B. Waddy
Secretary

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Accepted by the Department of Interior,
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District Manager, California Desert

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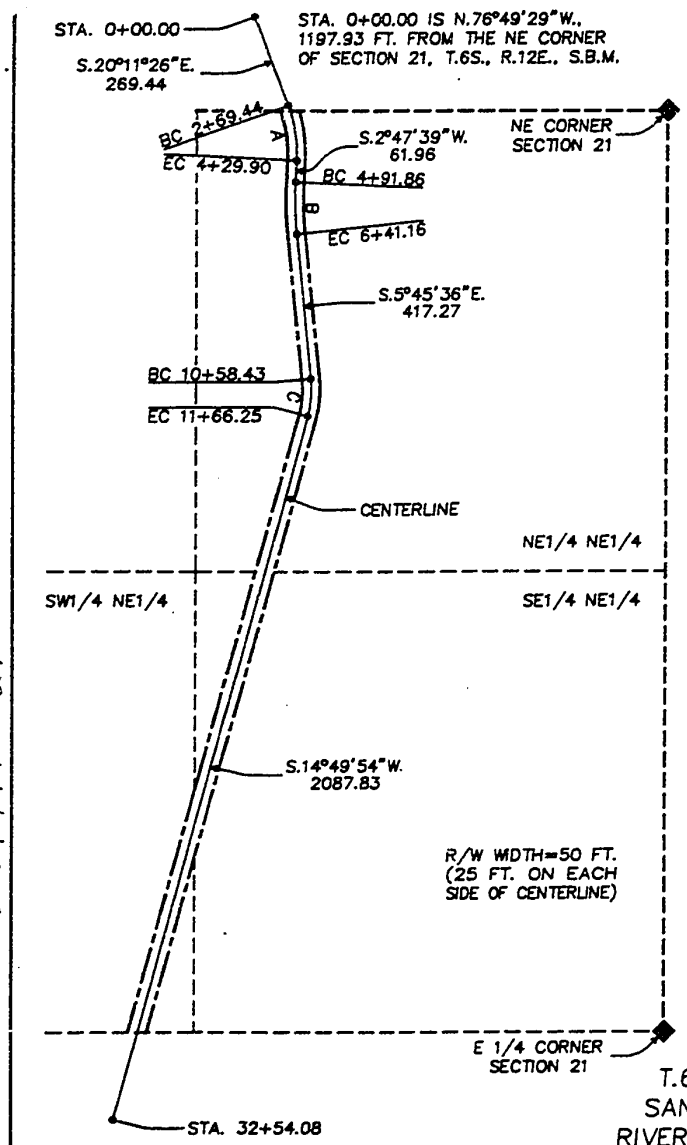
Mar.6,1991



CENTERLINE CURVE DATA

LABEL	RADIUS	DELTA ANGLE	TANGENT	ARC LENGTH
A	400.00	22°59'05"	81.33	160.46
B	1000.00	8°33'15"	74.79	149.30
C	300.00	20°35'30"	54.50	107.82

True Meridian

BASIS OF BEARING

Direct Solar Observation.

EXHIBIT A

RE-CDD-21
RED CANYON TRAIL
T.6S., R.12E., SECTION 21
SAN BERNARDINO MERIDIAN
RIVERSIDE COUNTY, CALIFORNIA

400 200 0 400 800 1200
Feet

3.2 ACRES MORE OR LESS
PARCEL 1, SHEET 1 OF 1

CORRECT AS TO ENGINEERING DATA

NAME: [illegible]
SUPERVISORY CADASTRAL SURVEYOR

DATE: July 28, 1987

8809477 - 21

074888

Mar.6,1991

CORPORATE ACKNOWLEDGMENT NO. 202

State of California
County of San Diego } SS.

On this the 4th day of December 19 90, before me,

Richard E. Waggoner,

the undersigned Notary Public, personally appeared

Galen B. Maddy,

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) who executed the within instrument as President & Secretary or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

OFFICIAL SEAL
RICHARD E WAGGONER
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My comm. expires JAN 21, 1992

Notary's Signature

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document Exclusive Road Easement

Number of Pages -3- Date of Document December 4, 1990

Signer(s) Other Than Named Above Bujack, Verill, Davis, Murphy, Bender, and Van Hosen

7120 122

NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave. • P.O. Box 7184 • Canoga Park, CA 91304-7184

0 7 4 8 8 8

Mar.6,1991

STATE OF CALIFORNIA
COUNTY OF San Diego } SS.
On this 15th day of December, in the year 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dawn E. Bujnoch,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name subscribed to the within instrument and acknowledged that she executed the same.

Signature Laura Cathers
Laura J. Cathers
Name (Typed or Printed)
Notary Public in and for said County and State

Staple

CHICAGO TITLE. INDIVIDUAL

Staple

F2492 R 6/84

OFFICIAL SEAL
LAURA J. CATHERS
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires May 1, 1994

FOR NOTARY SEAL OR STAMP

GENERAL ACKNOWLEDGMENT

State of California
County of San Diego } SS.

On this the 20th day of December 1990, before me, Laura J. Cathers, the undersigned Notary Public, personally appeared Dawn Bujnoch.

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged that she executed it.
WITNESS my hand and official seal.

Laura Cathers
Notary's Signature

OFFICIAL SEAL
LAURA J. CATHERS
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires May 1, 1994

GENERAL ACKNOWLEDGMENT

State of California
County of Los Angeles } SS.

On this the 16 day of Jan. 1991, before me, Marjorie Jean Young, the undersigned Notary Public, personally appeared Douglas Verill.

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

Marjorie Jean Young
Notary's Signature

OFFICIAL NOTARY SEAL
MARJORIE JEAN YOUNG
Notary Public — California
LOS ANGELES COUNTY
My Comm. Expires DEC 12, 1994

0 7 4 8 8 8 8

Mar.6,1991

GENERAL ACKNOWLEDGMENT

State of ARIZONA
County of MARICOPA } SS.

On this the 10 day of DECEMBER 19 90 before me,

_____.

the undersigned Notary Public, personally appeared

MARILYN VERRILL.

__ personally known to me
X proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) IS subscribed to the within instrument, and acknowledged that SHE executed it.
WITNESS my hand and official seal.

Notary's Signature

-21

88 09477

GENERAL ACKNOWLEDGMENT

State of_____
County of_____ } SS.

On this the ____ day of _____ 19____, before me,

_____.

the undersigned Notary Public, personally appeared

_____.

__ personally known to me
__ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) _____ subscribed to the within instrument, and acknowledged that _____ executed it.
WITNESS my hand and official seal.

Notary's Signature

0 7 4 8 8 8 8

Mar. 6, 1991

AL ACKNOWLEDGMENT

State of California
County of Kern } SS.

On this the 14th day of December 1990, before me, Pamela Grotts, the undersigned Notary Public, personally appeared Edwina Davis.

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that she executed it.
WITNESS my hand and official seal.

Pamela Grotts
Notary's Signature

OFFICIAL SEAL
PAMELA GROTTS
NOTARY PUBLIC-CALIFORNIA
KERN COUNTY
My Comm Expires Nov. 6, 1992

GENERAL ACKNOWLEDGMENT

State of California
County of San Diego } SS.

On this the 10th day of December 1990, before me, ~~ROBERT A. MURPHY~~ LORRI A. CAMPBELL, the undersigned Notary Public, personally appeared ROBERT A. MURPHY.

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

Lorri A. Campbell
Notary's Signature

OFFICIAL SEAL
LORRI A. CAMPBELL
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Comm. Expires Oct. 26, 1993

Through the courtesy of
Fidelity National Title
INSURANCE COMPANY

Individual Acknowledgment
STATE OF CALIFORNIA
COUNTY OF San Diego } SS.
On this 11th day of December, in the year 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

*** Michael Bender ***

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that he executed it.

WITNESS my hand and official seal.

T. Stanley
Notary Public in and for said County and State

Notary Seal
OFFICIAL SEAL
T. STANLEY
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Comm. Expires July 8, 1994

0774888

Mar.6,1991

GENERAL ACKNOWLEDGMENT

State of MISSOURI
County of GREENE } SS.

On this the 24 day of DEC 1990 before me,

MICHAEL C VAN HOSEN

the undersigned Notary Public, personally appeared

SAUNDRA S DANE

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) MICHAEL C VAN HOSEN subscribed to the within instrument, and acknowledged that MICHAEL C VAN HOSEN executed it.
WITNESS my hand and official seal.

SAUNDRA S DANE
NOTARY PUBLIC STATE OF MISSOURI
GREENE COUNTY
MY COMMISSION EXP. OCT 10 1991

Saundra S. Dane
Notary's Signature

NO 201

GENERAL ACKNOWLEDGMENT

State of California
County of Riverside } SS.

On this the 24th day of January 19 91, before me,

Richard E. Waggoner

the undersigned Notary Public, personally appeared

Russell Kaldenberg

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

OFFICIAL SEAL
RICHARD E WAGGONER
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My comm. expires JAN 21, 1992

Richard E. Waggoner
Notary's Signature

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document Exclusive Road Easement
Number of Pages -3- Date of Document December 4, 1990
Signer(s) Other Than Named Above Bujack, Verill, Davis, Murphy, Bender, and Van Hosen

7120 019

NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave. • P.O. Box 7184 • Canoga Park, CA 91304-7184

Exhibit A-2.4.1.f

CDP-4 Preliminary Property Assessment

Sub-Area 7

PRELIMINARY PROPERTY ASSESSMENT

for

Colorado Desert Preserve
CDP-4 Sub Area 7

This Preliminary Property Assessment provides a summary and explanation (Attachment 1) of each recorded or unrecorded lien or encumbrance on, or interest in, certain real property containing approximately 161 acres located in the County of ***Riverside***, State of California, designated as Assessor's Parcel Number(s) ***709-450-012*** (the "Property"), as legally described in the Preliminary Report (Exhibit A-2.4.2.f) issued by ***Lawyers Title Company***, ***dated July 6, 2010***, ***File No. 610600701*** (the "Preliminary Report"). A copy of each lien, encumbrance, and/or other exception to title is provided in Exhibit A-2.4.2.

Attachment 1
Summary and Explanation of Encumbrances

Schedule B recorded exceptions listed in the title report include:

There are a total of eleven listed exceptions in this title report. Exceptions A-C, 1-2, 4 and 7-8 are standard, non-recorded exceptions. These exceptions include property taxes, supplemental taxes and/or assessments, if applicable, and standard exceptions such as rights and easements not of public record.

EASEMENTS AND RIGHTS OF WAY

Preliminary Report Exception #: 3

- Date: March 10, 1978, Inst. No. 45053
- Grantor: Crestmore Homes Corporation
- Grantee: Galen B. Maddy
- Description: An easement for road and public utility purposes
- Analysis: This easement is for road and other public utility purposes, together with the right of entry and the right to dedicate same over the North 60 feet, the East 60 feet, the South 30 feet and the West 30 feet. This easement was reserved "unto the Grantor and the public in general" along the outer portion of the property and was most likely as an attempt to create access to the property.

Preliminary Report Exception #: 5

- Description: The fact that the public record does not disclose that the ownership of said land includes rights of access to or from any public street.
- Analysis: This property is included in a Bureau of Land Management's Right of Way Application Form #SF-299. The approval of this application will result in an easement granted to Wildlands, its successors, assigns, consultants, etc. as legal, perfected access to the Property.

Preliminary Report Exception #: 6

- Date: June 28, 2010, Inst. No. 2010-0296249
- Grantor: AVR Mortgage, Inc.
- Grantee: Ad Valorem Realty, Inc.
- Description: The effects of a deed.
- Analysis: This is a correctory deed and will not have a negative effect on the Conservation Easement Area.

MINERAL INTERESTS

Sub-surface oil, gas, minerals, and other hydrocarbon substances have been reserved by a previous owner.

Exhibit A-2.4.2.f

CDP-4 Title Report

Sub-Area 7

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

Lawyers Title
275 W. Hospitality Lane #200
San Bernardino, CA 92408

Attn: Coleen Graves

Title Officer: Joe Lardieri/ Randall Wong--LT
email: tu60@ltic.com
Phone No.:
Fax No.:
File No.: 610600701

Your Reference No: 7606128

Property Address: Vacant Land, Riverside County, California

PRELIMINARY REPORT

Dated as of July 6, 2010 at 7:30 a.m.

In response to the above referenced application for a policy of title insurance, Lawyers Title - IE 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.

File No: 610600701

SCHEDULE A

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

CLTA Standard Owners
ALTA Loan 2006

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:

Ad Valorem Realty, Inc., a California corporation

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

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

File No: 610600701

EXHIBIT "A"

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

The Northwest quarter of Section 19, Township 6 South, Range 12 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the official plat thereof.

EXCEPT therefrom the oil, gas, minerals, and other hydrocarbon substances lying below the surface of said land, as provided in deeds of record.

APN: 709-450-012-2

File No: 610600701

SCHEDULE B – Section A

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may 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.

File No: 610600701

SCHEDULE B – Section B

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

A. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, to be levied for the fiscal year 2010 – 2011 which are a lien not yet payable.

B. Said property has been declared Tax-Defaulted for non-payment of delinquent regular and supplemental taxes for the fiscal year 2006.

Amount to redeem by July 31, 2010 for the above-stated year (and subsequent years, if any) is $14,905.08.

Amount to redeem by August 31, 2010 for the above-stated year (and subsequent years, if any) is $15,061.61.

Amount to redeem by September 30, 2010 for the above-stated year (and subsequent years, if any) is $15,218.14.

C. Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenue and Taxation Code of the State of California.

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

2. An easement in favor of the public over any existing roads lying within said land.

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

Purpose:	road and public utility purposes
Recorded:	March 10, 1978 as Instrument No. 45053 of Official Records
Affects:	said land more particularly described therein

4. Any easements not disclosed by those public records which impart constructive notice and which are not visible and apparent from an inspection of the surface of said land.

5. The fact that the public record does not disclose that the ownership of said land includes rights of access to or from any public street. Notwithstanding the insuring clauses of the policy, the Company does not insure against loss of damage by reason of a lack of a right of access to and from the land.

6. The effect of a deed

Dated:	June 23, 2010
Grantor:	AVR Mortgage, Inc., a California corporation
Grantee:	Ad Valorem Realty, Inc., a California corporation
Recorded:	June 28, 2010 as Instrument No.2010-0296249 of Official Records

For the purposes of title insurance, this Company requires that an Affidavit (attached) be completed and executed by the grantor above and that it be acknowledged before a notary who is an EMPLOYEE of the title or escrow company and then submitted to the Title Officer for review.

The Company further requires a statement of information from the grantors above in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matters which do not specifically describe said land, but which, if any do exist may effect the title or impose liens or encumbrances thereon.

File No: 610600701

7. Title search discloses no open deeds of trust. Please confirm prior to close of escrow.

8. Any rights, interests or claims of parties in possession of the land not shown by the public records.

END OF SCHEDULE B EXCEPTIONS

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

File No: 610600701

REQUIREMENTS SECTION:

Req. No. 1: The Company will require a statement of information from the parties named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matters which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon.

Parties: Buyers and/or Sellers

Req. No. 2: The Company will require a certified copy of the Resolution of the Board of Directors of the following corporation authorizing the transaction for which this Preliminary Report was ordered.

Corporation: Ad Valorem Realty, Inc., a California corporation

Req. No. 3: This Company will require that a full copy of any unrecorded agreement, contract or lease be submitted to us, together with all supplements, assignments and amendments, before any policy of title insurance will be issued.

File No: 610600701

INFORMATIONAL NOTES SECTION

Note No. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.

Note No. 2: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and 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 check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The 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 such 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 to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with 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.

WIRING INSTRUCTIONS FOR THIS OFFICE ARE:

Union Bank
1980 Saturn Street, V03-012
Monterey Park, CA 91755
(800) 849-6466
ABA # 122000496
CREDIT TO: Lawyers Title - IE
ACCOUNT #: 9101081413

RE: 610600701

PLEASE INDICATE Lawyers Title - IE TITLE ORDER NUMBER

Note No. 3: The charges which the company will make for next day messenger services (i.e. Federal Express, UPS, DHL, Airborne, Express mail, etc.) are $15.00 per letter, standard overnight service, and $25.00 for larger size packages and/or priority delivery services. Such charges include the cost of such messenger service and the company's expenses for arranging such messenger service and its overhead and profit. Special messenger services will be billed at the cost of such services. There will be no additional charge for pick-up or delivery of packages via the company's regularly scheduled messenger runs.

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Note No. 4: The only conveyances affecting said land, which recorded within 24 months of the date of this report, are as follows:

Grantor: Ad Valorem Realty, Inc., a California corporation
Grantee: AVR Mortgage, Inc., a California corporation
Recorded: February 17, 2009 as Instrument No. 2009-0072684 of Official Records

Grantor: AVR Mortgage, Inc., a California corporation
Grantee: Ad Valorem Realty, Inc., a California corporation
Recorded: June 28, 2010 as Instrument No. 2010-0296249 of Official Records

Note No. 5: THIS COMPANY REQUIRES CURRENT BENEFICIARY DEMANDS PRIOR TO CLOSING. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:

(a) If this Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be in addition to the verbal hold the lender may have stipulated.

(b) If this Company cannot obtain a verbal update on the demand, we will either pay off the expired demand, or wait for the amended demand, at our discretion.

(c) All payoff figures are verified at closing. If the customer's last payment was made within 15 days of closing, our Payoff Department may hold one month's payment to insure check has cleared the bank (unless a copy of the cancelled check is provided, in which case there will be no hold).

Note No. 6: Either one or both installments of the property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year shown below **have not been paid** (please refer to Schedule B for amounts to redeem). For proration purposes **only**, the amounts are:

Fiscal year	2009-2010
1st Installment:	$1,159.85 (Defaulted)
2nd Installment:	$1,159.85 (Defaulted)
Exemption:	None
Code Area:	058-002
Assessment No.:	**709-450-012-2**

Processor: LKB
Date Typed: July 12, 2010

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:

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, 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.

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:

1. 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.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This

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Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. 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.
4. 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.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.
   This Exclusion does not limit the coverage described in Covered Risk 11 or 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:	**1% of Policy Amount or $2,500** (whichever is less)	**$10,000**
Covered Risk 15:	**1% of Policy Amount or $5,000** (whichever is less)	**$25,000**
Covered Risk 16:	**1% of Policy Amount or $5,000** (whichever is less)	**$25,000**
Covered Risk 18:	**1% of Policy Amount or $2,500** (whichever is less)	**$5,000**

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:
1. 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.
2. 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
3. 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
4. Failure to pay value for your title.
5. 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.

AMERICAN LAND TITLE ASSOCIATION 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:
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

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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 (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.
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 or any consumer credit protection or truth in lending law.
6. 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.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee 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 or 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 judgment 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 General Exceptions:

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

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

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

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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.

AMERICAN LAND TITLE ASSOCIATION 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:

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(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment 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 General Exceptions:

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 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.

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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 s 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.

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

Order No. 610600701

Notice of Available Discounts

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

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

FNF Underwritten Title Company
LTC – Lawyers Title Company

FNF Underwriter
CLTIC – Commonwealth Land Title Insurance Co.

Available Discounts

FEE REDUCTION SETTLEMENT PROGRAM (LTC and CLTIC)
Eligible customers shall receive a $20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in The People of the State of California.

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

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

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

Order No: 610600701

"Notice to Customers"

(**I**nvolves **R**esidential **R**eal **P**roperty in **C**alifornia **ONLY**)

You may be entitled to receive a $20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is subject of your current transaction, you must – prior to the close of the current transaction – inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company if the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you quality for a discount which is subject to other terms and conditions.

Name: _____

Address: _____

Telephone No: _____

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

Order No: 610600701

"Notice to Customers"

(**I**nvolves **R**esidential **R**eal **P**roperty in **C**alifornia **ONLY**)

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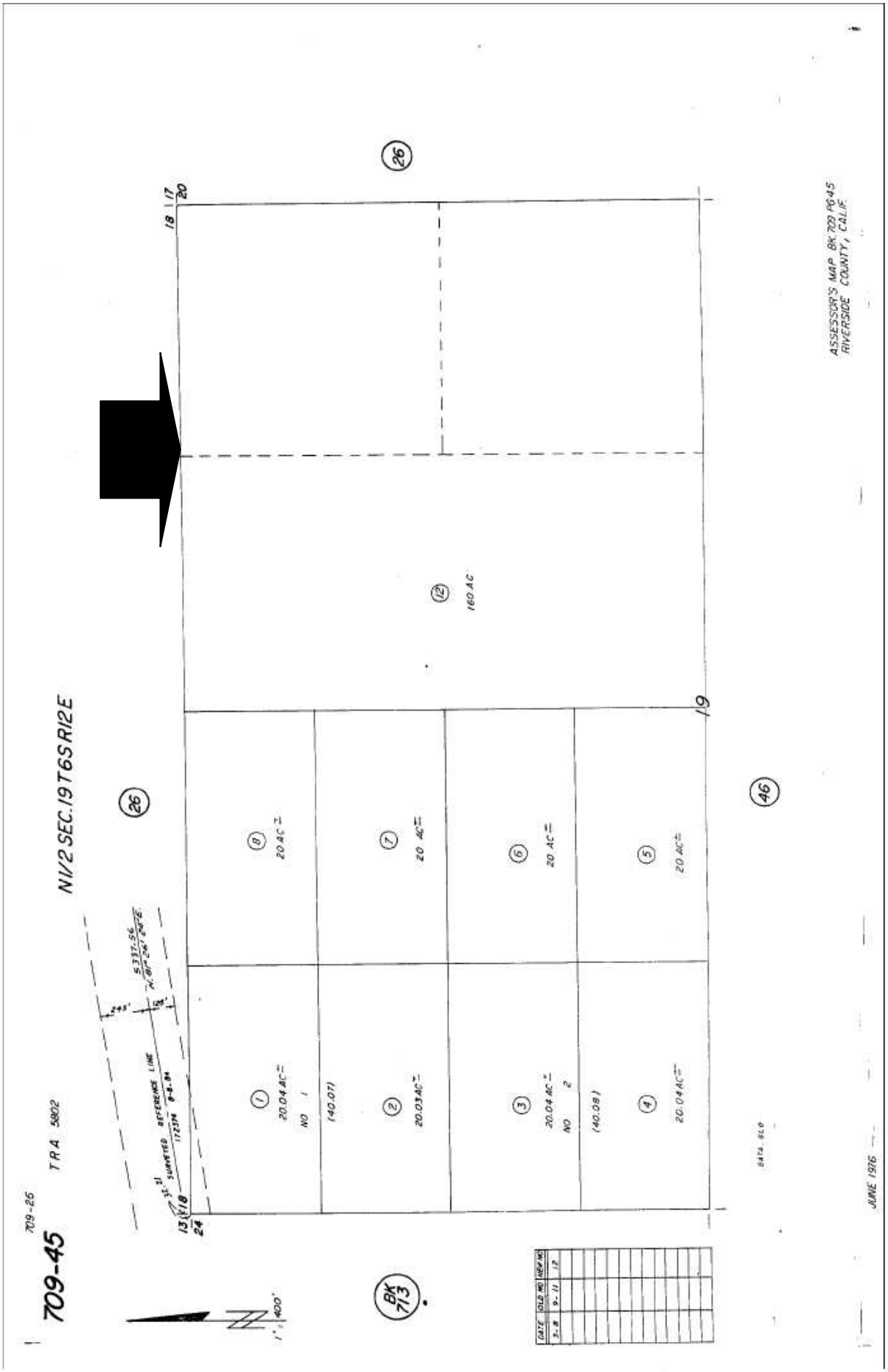
Name: _____

Address: _____

Telephone No: _____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(40.08)
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13 18
24
SURVEYED REFERENCE LINE
1123M 8-8-84
S 37°-56' W
N 89°24'24" E
245'
126'
1" = 400'
BK 713
DATE
OLD NO
NEW NO
3-8
9-11
12
ASSESSOR'S MAP, BK. 709 PG 45
RIVERSIDE COUNTY, CALIF.
JUNE 1976

DO NOT RECORD THIS DOCUMENT – FOR INTERNAL USE ONLY

Order No. 610600701

AFFIDAVIT - UNINSURED DEED

NOTE: Must be notarized by a notary who is an EMPLOYEE of the title or escrow company

STATE OF CALIFORNIA
COUNTY OF _____ } ss:

_____ of legal age, being first duly sworn, deposes and says that the following information and answers are true:

1. I am the person who executed and delivered the deed dated _____ , to _____ grantee, recorded on _____ as Instrument No. _____ Official Records of Riverside County, California, conveying the following described real property (the "Property"):

   For legal description of the real property, see Exhibit A attached hereto and made a part hereof.

2. Who is currently occupying the property? _____
3. What is the approximate value of the property: $_____
4. I received the following consideration for the deed: $_____ and/or other property described as follows:

   _____

5. If the deed was a gift or I otherwise received no consideration for it, the reason I gave the property away is:

   _____

6. Do you have an option to repurchase the property: _____ If so, please attach a copy of the agreement or documentation that gives you the right to repurchase.
7. This Affidavit is made for the protection and benefit of the grantee, the grantee's successors and assigns, and for all other parties hereafter dealing with or who may acquire an interest in the Property, and for the purpose of inducing _____ ("Title Company" to insure title to the Property. I know what Title Company will rely on this Affidavit and would not insure title without this Affidavit.

Dated [ ] _____

_____
[ ]

_____
[ ]

STATE OF CALIFORNIA
COUNTY OF _____ } ss:

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, _____ by _____,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____

(This area for notary stamp)

Exhibit "A"

<legal>

Exhibit A-2.4.3.f

CDP-4 Exceptions

Sub-Area 7

45053

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name: Mr. Galen B. Maddy
Street Address: P. O. Box 12
City & State: Carlsbad, California 92008

MAIL TAX STATEMENTS TO

Name: Same as above
Street Address:
City & State:

RECEIVED FOR RECORD
MAR 10 1978
AT 9:00 O'CLOCK A.M.
At Request of
SAFECO TITLE INSURANCE CO.
Book, 1978, Page 45053
Recorded in Official Records
of Riverside County, California
Wm. Bogaty Recorder
FEES $

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Grant Deed

TO 1921 CA (12 74)

THIS FORM FURNISHED BY TICOR TITLE INSURERS

A. P. N.

The undersigned grantor(s) declare(s):
Documentary transfer tax is $ 13.20.
( ) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at time of sale.
(X) Unincorporated area: ( ) City of _____, and
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CRESTMORE HOMES CORPORATION,

a corporation organized under the laws of the State of California, hereby GRANTS to

GALEN B. MADDY, a married man, as his separate property,

the following described real property in the unincorporated area, County of Riverside, State of California:

The Northeast quarter, Section 19, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

Reserving unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the North 60 feet, the East 60 feet, the South 30 feet and the West 30 feet.

Marianne Maddy, wife of the Grantee herein, joins in the execution of this deed in order to establish title in the name of the Grantee as his separate property.

Marianne Maddy
Marianne Maddy

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its _____ President and _____ Secretary thereunto duly authorized.

Dated: December 14, 1977

CRESTMORE HOMES CORPORATION

By R. P. Hoorn, President

By Doris L. Hoorn, Secretary

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.

On DECEMBER 27, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared R. P. HOORN, known to me to be the President, and DORIS L. HOORN known to me to be Secretary of the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature J. Mullen

OFFICIAL SEAL
J. K. MULLEN
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires JUN 2, 1981

2320 W. Magnolia Blvd., Burbank, CA 91505

(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. 67420

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Description: Riverside,CA Document-Year.DocID 1978.45053 Page: 1 of 2
Order: 737 Comment:

TO 1944 CA (8-74)

(Individual)

TITLE INSURANCE AND TRUST
A TICOR COMPANY

STATE OF CALIFORNIA
COUNTY OF Riverside } SS.

On December 22, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared Marianne Maddy

, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Signature

OFFICIAL SEAL
ROBERT A. LYMAN
NOTARY PUBLIC CALIFORNIA
RIVERSIDE COUNTY
My Commission Expires Mar. 30, 1981

(This area for official notarial seal)

STATE NUM 45053

END RECORDED DOCUMENT. W. D. BALOGH, COUNTY RECORDER

Exhibit A-2.4.1.g

CDP-4 Preliminary Property Assessment

Sub-Areas 8 and 9

PRELIMINARY PROPERTY ASSESSMENT

for

Colorado Desert Preserve
CDP-4 Sub Areas 8 and 9

This Preliminary Property Assessment provides a summary and explanation (Attachment 1) of each recorded or unrecorded lien or encumbrance on, or interest in, certain real property containing approximately 322 acres located in the County of ***Riverside***, State of California, designated as Assessor's Parcel Numbers ***709-460-001, 709-460-002, 709-460-003, 709-460-004, (Sub-Area 9); and Assessor's Parcel Numbers 709-460-005, 709-460-006, 709-460-007, and 709-460-008, (Sub-Area 8)*** (the "Property"), as legally described in the Preliminary Report (Exhibit A-2.4.2.g) issued by ***Lawyers Title Company***, ***dated June 23, 2010***, ***File No. 610600554*** (the "Preliminary Report"). A copy of each lien, encumbrance, and/or other exception to title is provided in Exhibit A-2.4.3.g.

Attachment 1
Summary and Explanation of Encumbrances

Schedule B recorded exceptions listed in the title report include:

There are a total of ten listed exceptions in this title report. Exceptions A, B, 1-2 and 7-8 are standard, non-recorded exceptions. These exceptions include property taxes, supplemental taxes and/or assessments, if applicable, and standard exceptions such as rights and easements not of public record.

EASEMENTS AND RIGHTS OF WAY

Preliminary Report Exception #: 3

- Description: The fact that the public record does not disclose that the ownership of said land includes rights of access to or from any public street.
- Analysis: This property is included in a Bureau of Land Management's Right of Way Application Form #SF-299. The approval of this application will result in an easement granted to Wildlands, its successors, assigns, consultants, etc. as legal, perfected access to the Property.

Preliminary Report Exception #: 4

- Dated: March 2, 1972, Inst. No. 29102 and rerecorded April 25, 1978, Inst. No. 79685
- Grantor: Crestmore Homes Corporation
- Grantee: Ivanhomes, Inc.
- Description: An easement for utilities, ingress and egress
- Analysis: This is an easement for road and other public utility easements, together with the right of entry and the right to dedicate name over along portions of the property boundaries 30 to 60 feet wide. This easement was reserved "unto the Grantor and the public in general" along the outer portion of the property and was most likely as an attempt to create access to the property.

Preliminary Report Exception #: 5

- Dated: March 2, 1972, Inst. No. 29107
- Grantor: Crestmore Homes Corporation
- Grantee: Globe Escrow Co.
- Description: An easement for utilities, ingress and egress
- Analysis: This is an easement for road and other public utility easements, together with the right of entry and the right to dedicate name over along portions of the property boundaries 30 to 60 feet wide. This easement was reserved "unto the Grantor and the public in general" along the outer portion of the property and was most likely as an attempt to create access to the property.

Preliminary Report Exception or Exclusion #: 6

- Dated: March 2, 1972, Inst. No. 29009
- Grantor: Lincoln Savings and Load Association
- Grantee: Richard L. Plummer and Phyllis A. Plummer and Marcus W. Meairs Company
- Description: An easement for ingress and egress
- Analysis: This is an easement reserved in a Deed of Trust for street purposes.

MINERAL INTERESTS

Sub-surface oil, gas, minerals, and other hydrocarbon substances have been reserved by a previous owner.

Exhibit A-2.4.2.g

CDP-4 Title Report

Sub-Areas 8 and 9

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

PETER MURRAY & ASSOC. REAL ESTATE
74924 COUNTRY CLUB DR., STE #130
PALM DESERT , CA 92260

Attn: KEN WAXLAX

Title Officer: Joe Lardieri/ Randall Wong--LT
email: tu60@ltic.com
Phone No.:
Fax No.:
File No.: 610600554

Your Reference No:

Property Address: Vacant Land, Riverside County, California

PRELIMINARY REPORT

Dated as of June 23, 2010 at 7:30 a.m.

In response to the above referenced application for a policy of title insurance, Lawyers Title - IE 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.

File No: 610600554

SCHEDULE A

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

CLTA Standard Owners

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:

Jerald W. Minder, a single man as to an undivided 7.5% interest
Rocco Corsi and Adelia Corsi, husband and wife as joint tenants as to an undivided 7.5% interest
John R. Brimble, a married man, as his sole and separate property as to an undivided 15.0% interest
Joseph E. Bartell, D.C., a single man as to an undivided 7.5% interest
David S. Bishop and Patricia J. Bishop, husband and wife as joint tenants as to an undivided 7.5% interest
Sam D. La Grutta And Evelyn M. La Grutta, husband and wife as joint tenants as to an undivided 7.5% interest
Gilbert R. Stebbins, Jr. and Beverly J. Stebbins, husband and wife as joint tenants as to an undivided 7.5% interest
Dewayne I. Brady and Carol A. Brady, husband and wife as joint tenants as to an undivided 7.5% interest and
Kenneth L. Morin, a married man, as his sole and separate property as to an undivided 32.5% interest

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

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

File No: 610600554

EXHIBIT "A"

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

The South half of Section 19, Township 6 South, Range 12 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the official plat thereof.

EXCEPT therefrom all oil, gas, minerals, and other hydrocarbon substances lying below the surface of said land, but with no right of surface entry, as provided in deeds of record.

Assessor Parcel Nos. 709-460-001, 709-460-002, 709-460-003, 709-460-004, 709-460-005, 709-460-006, 709-460-007, 709-460-008

File No: 610600554

SCHEDULE B – Section A

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may 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.

File No: 610600554

SCHEDULE B – Section B

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

A. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, to be levied for the fiscal year 2010 – 2011 which are a lien not yet payable.

B. Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenue and Taxation Code of the State of California.

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

2. An easement in favor of the public over any existing roads lying within said land.

3. The fact that the public record does not disclose that the ownership of said land includes rights of access to or from any public street. Notwithstanding the insuring clauses of the policy, the Company does not insure against loss of damage by reason of a lack of a right of access to and from the land.

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

Purpose:	utilities, ingress and egress
Recorded:	March 2, 1972 as Instrument No. 29102 and rerecorded on April 25, 1978 as Instrument No. 79685 all of Official Records
Affects:	said land more particularly described therein.

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

Purpose:	utilities, ingress and egress
Recorded:	March 2, 1972 as Instrument No. 29107 of Official Records
Affects:	said land more particularly described therein.

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

Purpose:	utilities, ingress and egress
Recorded:	March 2, 1972 as Instrument No. 29009 of Official Records
Affects:	said land more particularly described therein.

7. Title search discloses no open deeds of trust. Please confirm prior to close of escrow.

8. Any rights, interests or claims of parties in possession of the land not shown by the public records.

END OF SCHEDULE B EXCEPTIONS

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

File No: 610600554

REQUIREMENTS SECTION:

Req. No. 1: The Company will require a statement of information from the parties named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matters which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon.

Parties: Buyers and/or Sellers

Req. No. 2: This Company will require that a full copy of any unrecorded agreement, contract or lease be submitted to us, together with all supplements, assignments and amendments, before any policy of title insurance will be issued.

File No: 610600554

INFORMATIONAL NOTES SECTION

Note No. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.

Note No. 2: The current owner does NOT qualify for the $20.00 discount pursuant to the coordinated stipulated judgments entered in actions filed by both the Attorney General and private class action plaintiffs for the herein described property.

Note No. 3: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and 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 check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The 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 such 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 to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with 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.

WIRING INSTRUCTIONS FOR THIS OFFICE ARE:

Union Bank
1980 Saturn Street, V03-012
Monterey Park, CA 91755
(800) 849-6466
ABA # 122000496
CREDIT TO: Lawyers Title - IE
ACCOUNT #: 9101081413

RE: 610600554

PLEASE INDICATE Lawyers Title - IE TITLE ORDER NUMBER

Note No. 4: The charges which the company will make for next day messenger services (i.e. Federal Express, UPS, DHL, Airborne, Express mail, etc.) are $15.00 per letter, standard overnight service, and $25.00 for larger size packages and/or priority delivery services. Such charges include the cost of such messenger service and the company's expenses for arranging such messenger service and its overhead and profit. Special messenger services will be billed at the cost of such services. There will be no additional charge for pick-up or delivery of packages via the company's regularly scheduled messenger runs.

Note No. 5: There are no conveyances affecting said land recorded within 24 months of the date

of this report.

Note No. 6: THIS COMPANY REQUIRES CURRENT BENEFICIARY DEMANDS PRIOR TO CLOSING. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:

(a) If this Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be in addition to the verbal hold the lender may have stipulated.

(b) If this Company cannot obtain a verbal update on the demand, we will either pay off the expired demand, or wait for the amended demand, at our discretion.

(c) All payoff figures are verified at closing. If the customer's last payment was made within 15 days of closing, our Payoff Department may hold one month's payment to insure check has cleared the bank (unless a copy of the cancelled check is provided, in which case there will be no hold).

Note No. 7: Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year shown below, are paid. For proration purposes the amounts are:

Fiscal year	2009 - 2010
1st Installment:	$154.53
2nd Installment:	$154.53
Land Value	$28,187.00
Improvement Value:	$0
Exemption:	$0
Code Area:	058-002
Assessment No.:	706-460-001-3

Note No. 8: Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year shown below, are paid. For proration purposes the amounts are:

Fiscal year	2009 - 2010
1st Installment:	$154.55
2nd Installment:	$154.55
Land Value	$28,191.00
Improvement Value:	$0
Exemption:	$0
Code Area:	058-002
Assessment No.:	706-460-002-4

Note No. 9: Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year shown below, are paid. For proration purposes the amounts are:

Fiscal year	2009 - 2010
1st Installment:	$154.15
2nd Installment:	$154.15
Land Value	$28,118.00
Improvement Value:	$0
Exemption:	$0
Code Area:	058-002
Assessment No.:	706-460-003-5

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Note No. 10: Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year shown below, are paid. For proration purposes the amounts are:

Fiscal year	2009 - 2010
1st Installment:	$154.15
2nd Installment:	$154.15
Land Value	$28,118.00
Improvement Value:	$0
Exemption:	$0
Code Area:	058-002
Assessment No.:	706-460-004-6

Note No. 11: Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year shown below, are paid. For proration purposes the amounts are:

Fiscal year	2009 - 2010
1st Installment:	$154.15
2nd Installment:	$154.15
Land Value	$28,118.00
Improvement Value:	$0
Exemption:	$0
Code Area:	058-002
Assessment No.:	706-460-005-7

Note No. 12: Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year shown below, are paid. For proration purposes the amounts are:

Fiscal year	2009 - 2010
1st Installment:	$154.15
2nd Installment:	$154.15
Land Value	$28,118.00
Improvement Value:	$0
Exemption:	$0
Code Area:	058-002
Assessment No.:	706-460-006-8

Note No. 13: Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year shown below, are paid. For proration purposes the amounts are:

Fiscal year	2009 - 2010
1st Installment:	$154.15
2nd Installment:	$154.15
Land Value	$28,118.00
Improvement Value:	$0
Exemption:	$0
Code Area:	058-002
Assessment No.:	706-460-007-9

File No: 610600554

Note No. 14: Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year shown below, are paid. For proration purposes the amounts are:

Fiscal year	2009 - 2010
1st Installment:	$154.15
2nd Installment:	$154.15
Land Value	$28,118.00
Improvement Value:	$0
Exemption:	$0
Code Area:	058-002
Assessment No.:	706-460-008-0

Processor: s1n
Date Typed: June 30, 2010

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:

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, 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.

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:

1. 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.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This

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Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. 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.
4. 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.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.
   This Exclusion does not limit the coverage described in Covered Risk 11 or 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:	**1% of Policy Amount or $2,500** (whichever is less)	**$10,000**
Covered Risk 15:	**1% of Policy Amount or $5,000** (whichever is less)	**$25,000**
Covered Risk 16:	**1% of Policy Amount or $5,000** (whichever is less)	**$25,000**
Covered Risk 18:	**1% of Policy Amount or $2,500** (whichever is less)	**$5,000**

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:
1. 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.
2. 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
3. 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
4. Failure to pay value for your title.
5. 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.

AMERICAN LAND TITLE ASSOCIATION 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:
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

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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 (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.
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 or any consumer credit protection or truth in lending law.
6. 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.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee 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 or 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 judgment 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 General Exceptions:

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

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

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

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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.

AMERICAN LAND TITLE ASSOCIATION 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:

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(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment 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 General Exceptions:

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 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.

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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 s 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.

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

Order No. 610600554

Notice of Available Discounts

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

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

FNF Underwritten Title Company
LTC – Lawyers Title Company

FNF Underwriter
CLTIC – Commonwealth Land Title Insurance Co.

Available Discounts

FEE REDUCTION SETTLEMENT PROGRAM (LTC and CLTIC)
Eligible customers shall receive a $20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in The People of the State of California.

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

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

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

Order No: 610600554

"Notice to Customers"

(**I**nvolves **R**esidential **R**eal **P**roperty in **C**alifornia **ONLY**)

You may be entitled to receive a $20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is subject of your current transaction, you must – prior to the close of the current transaction – inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company if the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you quality for a discount which is subject to other terms and conditions.

Name: _____

Address: _____

Telephone No: _____

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

Order No: 610600554

"Notice to Customers"

(**I**nvolves **R**esidential **R**eal **P**roperty in **C**alifornia **ONLY**)

You may be entitled to receive a $20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is subject of your current transaction, you must – prior to the close of the current transaction – inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company if the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you quality for a discount which is subject to other terms and conditions.

Name: _____

Address: _____

Telephone No: _____

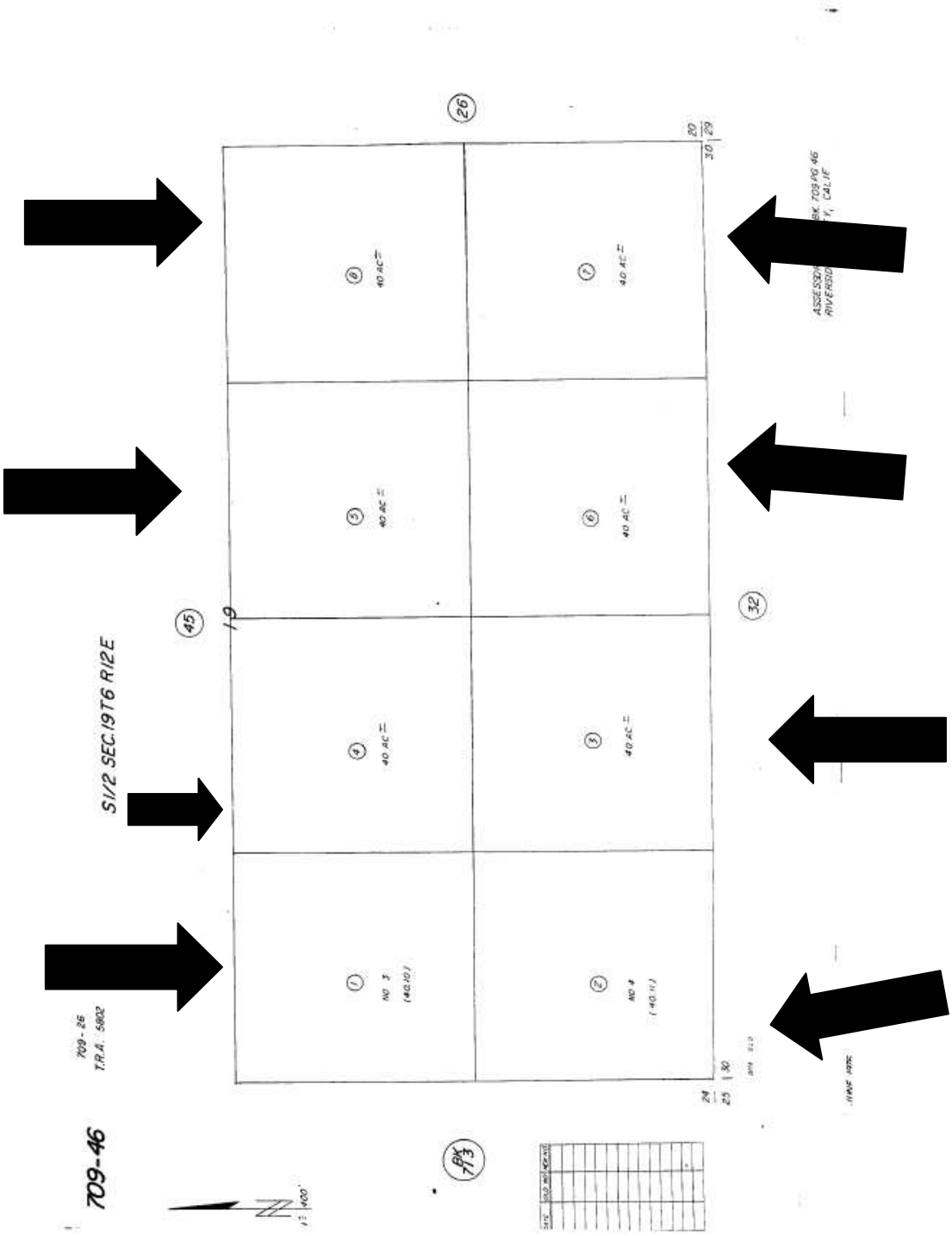
709-46
709-26
T.R.A. 5802
S1/2 SEC.19 T6 R12E
19
45
26
32
BK 713
1
NO 3
(40.10)
2
NO 4
(40.11)
3
40 AC ±
4
40 AC ±
5
40 AC ±
6
40 AC ±
7
40 AC ±
8
40 AC ±
24
25
30
20
29
30
BK 709 PG 46
ASSESSOR'S
RIVERSIDE
Y, CALIF
1" = 400'

Exhibit A-2.4.3.g

CDP-4 Exceptions

Sub-Areas 8 and 9

29102

RECORDING REQUESTED BY

SOUTHLAND ESCROW CORP.

AND WHEN RECORDED MAIL TO

Name: Ivarhomes, Inc.
Street Address: 2320 West Magnolia Blvd.
City & State: Burbank, California 91506

RECEIVED FOR RECORD
MAR 3 1972
10 Min. Past 2 o'clock A.M.
Fee Requested of
Book 1972, Page 29102
Recorded in Official Records of Riverside County, California
Recorder
FEES $ 2.80

Consideration is less than $100.00 No D. T.S. required

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name
Street Address: Same as above
City & State

DOCUMENTARY TRANSFER TAX $ None
__Computed on full value of property conveyed
__Or computed on full value less liens and encumbrances remaining at time of sale
Southland Escrow Corporation
Signature of Declarant or Agent determining tax. Firm name

D.T.T. $

Corporation Grant Deed

TO 406 CA (7-68)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

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

CRESTMORE HOMES CORPORATION,

a corporation organized under the laws of the state of California,
hereby GRANTS to IVANHOMES, INC., a corporation, as Trustee,

the following described real property in the unincorporated area,
County of Riverside, , State of California:

Eight parcels, as more particularly described in Exhibit "A" attached hereto, comprising one page.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its _____ President and _____ Secretary thereunto duly authorized.

Dated: February 25, 1972

CRESTMORE HOMES CORPORATION

By R. P. Hoorn, President

By Doris L. Hoorn, Secretary

STATE OF CALIFORNIA } SS.
COUNTY OF Los ANgeles

On February 25, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared R. P. Hoorn, known to me to be the _____ President, and Doris L. Hoorn known to me to be _____ Secretary of the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature _____

Name (Typed or Printed)

OFFICIAL SEAL
JOHN K. MULLEN
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires June 2, 1973

2320 W. Magnolia Blvd., Burbank, CA. 91505

(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

29102

PARCEL 1: The Southwest quarter of the Northeast quarter, Section 17, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the South 30 feet and the West 60 feet of said land.

PARCEL 2: The Northeast quarter of the Northeast quarter, Section 19, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the North 60 feet and the East 60 feet of said land.

PARCEL 3: The Northeast quarter of the Southeast quarter, Section 19, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the North 30 feet and the East 60 feet of said land.

PARCEL 4: The Northwest quarter of the Southwest quarter, Section 19, Township 7 South, Range 12 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the North 30 feet and East 30 feet of said land.

PARCEL 5: The Northeast quarter of the Northeast quarter, Section 21, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the North 60 feet and the East 60 feet of said land.

PARCEL 6: The Northeast quarter of the Southwest quarter, Section 21, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the North 30 feet and the East 30 feet of said land.

PARCEL 7: The Northeast quarter of the Southeast quarter, Section 33, Township 6 South, Range 13 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the righ t to dedicate same over theNorth 30 feet and the East 60 feet of said land.

PARCEL 8: The Northeast quarter of the Southeast quarter, Section 35, Township 6 South, Range 13 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the East 60 feet and the North 30 feet of said land.

END RECORDED DOCUMENT, W. D. BALOGH, COUNTY RECORDER

Description: Riverside,CA Document-Year.DocID 1972.29102 Page: 2 of 2
Order: 554 Comment:

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name: Ivanhomes, Inc.
Street Address: P. O. Box 6399
City & State: Burbank, California 91510

RECEIVED FOR RECORD
APR 25 1978
30 Min. Past 9 o'Clock A.M.
At Request of Southland Escrow Inc
Book 1978, Page 79685
Recorded in Official Records of Riverside County, California
W. D. Balogh Recorder
FEES $ 3

MAIL TAX STATEMENTS TO

Name:
Street Address: Same as above
City & State:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TAX ... None
__Computed on full ...
__Or ...
branches ...
Southland Escrow Corporation
Signature of Declarant or Agent ...

D.T.T. $

Corporation Grant Deed

TO 406 CA (7-68)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

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

CRESTMORE HOMES CORPORATION,

a corporation organized under the laws of the state of California,
hereby GRANTS to IVANHOMES, INC., a corporation, as Trustee,

the following described real property in the unincorporated area,
County of Riverside, State of California:

The Northeast quarter of the Southwest quarter, Section 19, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

RESERVING therefrom unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the North 30 feet and the East 30 feet of said land.

This Deed is being recorded to correct the legal description in Deed recorded March 3, 1972, in Book 1972, Page 29102, as to Parcel 4 of said Deed.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its _____ President and _____ Secretary thereunto duly authorized.

Dated: April 13, 1978

CRESTMORE HOMES CORPORATION

By R. P. Hoorn, President

By Doris L. Hoorn, Secretary

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.

On APRIL 19, 1978 before me, the undersigned, a Notary Public in and for said State, personally appeared R. P. Hoorn known to me to be the President, and Doris L. Hoorn known to me to be Secretary of the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

Name (Typed or Printed)

OFFICIAL SEAL
J. K. MULLEN
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires JUN 2, 1981
2320 W. Magnolia Blvd., Burbank, CA 91506

(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

END RECORDED DOCUMENT. W. D. BALOGH, COUNTY RECORDER

Description: Riverside,CA Document-Year.DocID 1978.79685 Page: 1 of 1
Order: 554 Comment:

29107

RECORDING REQUESTED BY

SOUTHLAND ESCROW CORP.

AND WHEN RECORDED MAIL TO

Name: Globe Escrow Co.
Street Address: 2320 West Magnolia Blvd.
City & State: Burbank, California 91506

RECEIVED FOR RECORD
MAR 3 1972
10 Min. Past 9 o'clock A.M.
At Request of Southland Escrow
Book 1972, Page 29107
Recorded in Official Records of Riverside County, California
W. M. Dodge Recorder
FEES $ 2.80

MAIL TAX STATEMENTS TO

Name: Same as above
Street Address:
City & State:

Consideration less than $100.00 NO D. T. S. required

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX $ None
Computed on full value of property conveyed
Or computed on full value less liens and encumbrances remaining at time of sale
Southland Escrow Corp.
Signature of Declarant or Agent determining tax. Firm name

D.T.T. $

Corporation Grant Deed

TO 406 CA (7-68)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
CRESTMORE HOMES CORPORATION,

a corporation organized under the laws of the state of California
hereby GRANTS to GLOBE ESCROW CO., a corporation, as Trustee,

the following described real property in the unincorporated area,
County of Riverside, State of California:

Eight parcels as more particularly described in Exhibit "A" attached hereto, comprising one page.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its _____ President and _____ Secretary thereunto duly authorized.

Dated February 25, 1972

CRESTMORE HOMES CORPORATION

By R. P. Hoorn, President

By Doris L. Hoorn, Secretary

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.

On February 25, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared R. P. Hoorn known to me to be the _____ President, and Doris L. Hoorn known to me to be _____ Secretary of the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature _____

Name (Typed or Printed)

OFFICIAL SEAL
JOHN K. MULLEN
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires June 2, 1973

2320 W. Magnolia Blvd., Burbank, CA. 91506

(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

29107

PARCEL 1: The Northwest quarter of the Northeast quarter, Section 17, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the North 60 feet and the West 60 feet of said land.

PARCEL 2: The Southeast quarter of the Northeast quarter, Section 19, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the West 30 feet and the South 30 feet of said land.

PARCEL 3: The Southwest quarter of the Southeast quarter, Section 19, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the South 60 feet and the West 30 feet of said land.

PARCEL 4: The Southwest quarter of the Southwest quarter, Section 19, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the South 60 feet and the West 60 feet of said land.

PARCEL 5: The Southwest quarter of the Northeast quarter, Section 21, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the West 30 feet and the South 30 feet if said land.

PARCEL 6: The Southwest quarter of the Southwest quarter, Section 21, Township 6 South, Range 12 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the South 60 feet and the West 60 feet of said land.

PARCEL 7: The Southwest quarter of the Southeast quarter, Section 33, Township 6 South, Range 13 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the South 60 feet and the West 30 feet of said land.

PARCEL 8: The Southwest quarter of the Southeast quarter, Section 35, Township 6 South, Range 13 East, San Bernardino Base and Meridian.

RESERVING THEREFROM unto the Grantor easements for road and other public utility purposes, together with the right of entry and the right to dedicate same over the South 60 feet and the West 30 feet of said land

END RECORDED DOCUMENT, W. D. BALOGH, COUNTY RECORDER

Description: Riverside,CA Document-Year.DocID 1972.29107 Page: 2 of 2
Order: 554 Comment:

RECORDING REQUESTED BY
THIS INSTRUMENT HAS BEEN RECORDED BY SOUTHERN COUNTIES TITLE INSURANCE [illegible] IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.

29009

AND WHEN RECORDED MAIL TO

Name / Street Address / City & State
LINCOLN SAVINGS AND LOAN ASSOCIATION
P. O. Box 60038
Los Angeles, Calif. 90060
97-2-42000

RECEIVED FOR RECORD
MAR 3 1972
Min. Past 9 o'clock A. M.
SOUTHERN COUNTIES TITLE INSURANCE CO.
29009
Book 1972, Page
Recorded in Official Records of Riverside County, California
W. D. Balogh Recorder
FEE $

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Assignment of Deed of Trust

TO 415 C — THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

For Value Received, the undersigned hereby grants, assigns and transfers to LINCOLN SAVINGS AND LOAN ASSOCIATION a California corporation all beneficial interest under that certain Deed of Trust dated December 16, 1971, executed by RICHARD L. PLUMMER and PHYLLIS A PLUMMER husband and wife, Trustor, to MARCUS W. MEAIRS COMPANY, a California corporation, Trustee, and recorded as Instrument No. 147473 on December 27, 1971 in book ---, page ---, of Official Records in the County Recorder's office of Riverside County, California, describing land therein as:

The Northerly rectangular (112.25) feet of Lot (1) in Block (1) of the BONNIE BRAE TRACT, in the City of Riverside, County of Riverside, State of California, as shown by Map on file in Book 5, page 178 of Maps, Records of Riverside County, California;
EXCEPT the portion deeded to the City of Riverside for Street purposes by deed recorded in Book 434, page 78 of Deeds, Records of Riverside County, California

Together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated January 31, 1972

MARCUS W. MEAIRS COMPANY
a corporation
By Milton A. Meairs Vice President
By N. A. Miller Asst. Secretary

STATE OF CALIFORNIA, COUNTY OF Riverside } SS.
On January 31, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared Milton A. Meairs, known to me to be the Vice President, and N. A. Miller, known to me to be the Asst. Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Gillis W. Newman
Name (Typed or Printed)

OFFICIAL SEAL
GILLIS W. NEWMAN
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
RIVERSIDE COUNTY
My Commission Expires May 19, 1972

(This area for official notarial seal)

Title Order No. 311711 Escrow or Loan No.

END RECORDED DOCUMENT, W. D. BALOGH, COUNTY RECORDER

Exhibit A-2.4.1.h

CDP-4 Preliminary Property Assessment

Sub-Area 11

PRELIMINARY PROPERTY ASSESSMENT

for

Colorado Desert Preserve
CDP-4, Sub-Area 11

This Property Assessment provides a summary and explanation (Attachment 1) of each recorded or unrecorded lien or encumbrance on, or interest in, certain real property containing approximately 60 acres located in the County of ***Riverside***, State of California, designated as Assessor's Parcel Numbers ***715-300-005*** (the "Property"), as legally described in the Preliminary Report (Exhibit A-2.4.2.h) issued by ***Lawyers Title Company***, ***dated August 11, 2010***, ***File No. 610600106*** (the "Preliminary Report"). A copy of each lien, encumbrance, and/or other exception to title is provided in Exhibit A-2.4.3.h.

Attachment 1
Summary and Explanation of Encumbrances

Schedule B recorded exceptions listed in the title report include:

Exceptions 1-2 and 9-10 are standard, non-recorded exceptions.

EASEMENTS AND RIGHTS OF WAY

Preliminary Report Exception or Exclusion #: 3

- Description: The fact that the public record does not disclose that the ownership of said land includes rights of access to or from any public street.
- Analysis: This property is included in a Bureau of Land Management's Right of Way Application Form #SF-299. The approval of this application will result in an easement granted to Wildlands, its successors, assigns, consultants, etc. as legal, perfected access to the Property.

Preliminary Report Exception or Exclusion #: 4

- Dated: July 20, 1935, Book 238, Page 374
- Holder: Southern California Telephone Company
- Description: An easement for telephone lines upon a single line of poles
- Analysis: This is a right of way easement, 100 feet in width, for telephone lines upon a single line of poles over, upon and across and/or underground conduits under and across a portion of the property. Should Holder not use the right of way for a continuous term of two years, the rights immediately cease and all rights and parts revert to Owner, it's successors and assigns.

Preliminary Report Exception or Exclusion #: 5

- Dated: September 5, 1936, Book 293, Page 268
- Holder: State of California
- Description: An easement highway and drainage ditch
- Analysis: This is a right of way for highway purposes, drainage ditches and levees over, upon and across a portion of land. This right of way includes several properties that are not included in this assessment and was recorded for the purpose of Highway 10 construction and drainage. This property is approximately ½ mile from the constructed highway and, it is unlikely any drainage associated with the highway will not have a negative effect on the Conservation Easement Area.

Preliminary Report Exception or Exclusion #: 6

- Dated: March 31, 1972, Inst. No. 72-42339
- Holder: American Telephone and Telegraph Company
- Description: An easement for utilities
- Analysis: This is an easement and right of way, 50 feet in width, for the construction, maintenance and repair of communication utilities.

Preliminary Report Exception or Exclusion #: 7

- Dated: N/A
- Holder: N/A
- Description: The community interest of the spouse of the vestee, Galen Maddy.
- Analysis: Mr. Maddy will need to provide the Title Company with an affidavit executed by his spouse, if applicable. This exception will be removed at close of escrow.

Preliminary Report Exception or Exclusion #: 8

- Dated: N/A
- Holder: N/A
- Description: The community interest of the spouse of the vestee, Debora L. Scheunemann.
- Analysis: Ms. Scheunemann will need to provide the Title Company with an affidavit executed by her spouse, if applicable. This exception will be removed at close of escrow.

MINERAL INTERESTS

Based on the information in the title report, the mineral interests have not been severed from the property.

Exhibit A-2.4.2.11

CDP-4 Title Report

Sub-Area 11

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

Lawyers Title
275 W. Hospitality Lane #200
San Bernardino, CA 92408

Attn: Coleen Graves

Title Officer: Joe Lardieri/ Randall Wong--LT
email: tu60@ltic.com
Phone No.:
Fax No.:
File No.: 610601352

Your Reference No: 07606222

Property Address: Vacant Land, California

PRELIMINARY REPORT

Dated as of August 11, 2010 at 7:30 a.m.

In response to the above referenced application for a policy of title insurance, Lawyers Title - IE 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.

File No: 610601352

SCHEDULE A

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

CLTA Standard Owners
ALTA Loan 2006

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:

Santa Fe Land Corporation, a Nevada Corporation, as to an undivided 20% interest; Frederick T. Guy, III, a single man, as to an undivided 20% interest; Debora L. Scheunemann, an to an undivided 15% interest; Richard L. Robinson and Donna Kay Robinson, Co-Trustees of the Richard L. Robinson and Donna Kay Robinson Inter Vivos Trust Dated December 21, 1999, as to an undivided 15% interest; David M. Hopkins and Candace M. Hopkins, as Trustees of the David and Candace Hopkins Family Estate Dated August 30, 1993, as to an undivided 15% interest and Robert L. Bourgault, Trustee of the Bourgault Trust Dated February 3, 2004, as to an undivided 15% interest, subject to Item Nos. 7 and 8 of Schedule B, Section B

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

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

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EXHIBIT "A"

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

THE EASTERLY 60 ACRES OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTH HALF OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 11 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, APPROVED BY UNITED STATES GENERAL FOR CALIFORNIA ON MARCH 9, 1914, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION TO THE CENTER LINE OF STATE HIGHWAY 195, BEING THE TRUE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID CENTER LINE TO THAT CERTAIN RIGHT OF WAY GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED SEPTEMBER 5, 1936 IN BOOK 293 PAGE 268 OF OFFICIAL RECORDS; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY TO THE EAST LINE OF SAID SECTION; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE EAST QUARTER CORNER OF SAID SECTION; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTH HALF TO THE WEST QUARTER CORNER OF SAID SECTION; THENCE NORTH ALONG SAID WEST LINE TO THE TRUE POINT OF BEGINNING.

THE WESTERLY LINE OF SAID EASTERLY 60 ACRES IS PARALLEL WITH THE EASTERLY LINE OF SECTION 13.

Assessor Parcel No.: 715-300-005-7

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SCHEDULE B – Section A

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may 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.

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SCHEDULE B – Section B

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

A. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, to be levied for the fiscal year 2010 – 2011 which are a lien not yet payable.

B. Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenue and Taxation Code of the State of California.

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

2. Rights of the public to use that portion of said land lying within a street, road, highway or alley.

3. The fact that the public record does not disclose that the ownership of said land includes rights of access to or from any public street. Notwithstanding the insuring clauses of the policy, the Company does not insure against loss of damage by reason of a lack of a right of access to and from the land.

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

Purpose:	telephone lines upon a single line of poles
Recorded:	July 20, 1935 in Book 238, page 374 of Official Records
Affects:	said land more particularly described therein.

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

Purpose:	highway and drainage ditch
Recorded:	September 5, 1936 in Book 293, page 268 of Official Records
Affects:	said land more particularly described therein.

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

Purpose:	utilities
Recorded:	March 31, 1972 as Instrument No. 72-42339 of Official Records
Affects:	said land more particularly described therein.

7. The community interest of the spouse of the vestee named below.
Vestee: Galen Maddy by Deed recorded in Instrument No. 1985-69039 of Official Records

8. The community interest of the spouse of the vestee named below.
Vestee: Debora L. Scheunemann

9. Any invalidity or defect in the title of Vestees in the event such trust is invalid or fails to confer sufficient powers in the trustees or in the event there is lack of compliance with the terms and provisions of the trust instrument.

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10. Title search discloses no open deeds of trust. Please confirm prior to close of escrow.

END OF SCHEDULE B EXCEPTIONS

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

File No: 610601352

REQUIREMENTS SECTION:

Req. No. 1: The Company will require a statement of information from the parties named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matters which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon.

Parties: Buyers and/or Sellers

Req. No. 2: The Company will require a statement of information from the parties named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matters which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon.

Parties: Richard L. Robinson, (Seller)

Req. No. 3: If any of the vestee(s) herein are now married, this Company will require that the spouses of said vestee(s) join in the execution of any conveyance or encumbrance of said property.

Req. No. 4: The Company will require evidence, satisfactory to the Company, that the vestee corporation named herein

A. was duly incorporated on the date title was acquired by the said corporation; and
B. is now of good standing and authorized to do business in the state or country where the said corporation was formed.

Req. No. 5: The Company will require a certified copy of the Resolution of the Board of Directors of the following corporation authorizing the transaction for which this Preliminary Report was ordered.

Corporation: Santa Fe Land Corporation, a Nevada Corporation

Req. No. 6: The Company will require that it be provided with satisfactory evidence that the entity named below is validly formed and existing and has capacity to acquire, hold and convey interests in real property and that the governing body of said entity has authorized the execution of all conveyances or other documents which are part of the transaction for which this report was ordered.

Name of Entity: Wildlands

Req. No. 7: This Company will require that a full copy of any unrecorded agreement, contract or lease be submitted to us, together with all supplements, assignments and amendments, before any policy of title insurance will be issued.

Req. No. 8: The Company will require that it be provided with either (i) a complete copy of the trust agreement and any amendments thereto certified by the trustee(s) to be a true and complete copy with respect to the hereinafter named trust, or (ii) a Certification, pursuant to California Probate Code Section 18100.5, executed by all of the current trustee(s) of the hereinafter named trust, a form of which is attached.

Trust: The Richard L. Robinson and Donna Kay Robinson Inter Vivos Trust, dated December 21, 1999

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Req. No. 9: The Company will require that it be provided with either (i) a complete copy of the trust agreement and any amendments thereto certified by the trustee(s) to be a true and complete copy with respect to the hereinafter named trust, or (ii) a Certification, pursuant to California Probate Code Section 18100.5, executed by all of the current trustee(s) of the hereinafter named trust, a form of which is attached.

Trust: The David and Candace Hopkins Family Estate, dated August 30, 1993

Req. No. 10: The Company will require that it be provided with either (i) a complete copy of the trust agreement and any amendments thereto certified by the trustee(s) to be a true and complete copy with respect to the hereinafter named trust, or (ii) a Certification, pursuant to California Probate Code Section 18100.5, executed by all of the current trustee(s) of the hereinafter named trust, a form of which is attached.

Trust: The Bourgault Trust, dated February 3, 2004

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INFORMATIONAL NOTES SECTION

Note No. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.

Note No. 2: The current owner does NOT qualify for the $20.00 discount pursuant to the coordinated stipulated judgments entered in actions filed by both the Attorney General and private class action plaintiffs for the herein described property.

Note No. 3: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and 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 check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The 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 such 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 to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with 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.

WIRING INSTRUCTIONS FOR THIS OFFICE ARE:

Union Bank
1980 Saturn Street, V03-012
Monterey Park, CA 91755
(800) 849-6466
ABA # 122000496
CREDIT TO: Lawyers Title - IE
ACCOUNT #: 9101081413

RE: 610601352

PLEASE INDICATE Lawyers Title - IE TITLE ORDER NUMBER

Note No. 4: The charges which the company will make for next day messenger services (i.e. Federal Express, UPS, DHL, Airborne, Express mail, etc.) are $15.00 per letter, standard overnight service, and $25.00 for larger size packages and/or priority delivery services. Such charges include the cost of such messenger service and the company's expenses for arranging such messenger service and its overhead and profit. Special messenger services will be billed at the cost of such services. There will be no additional charge for pick-up or delivery of packages via the company's regularly scheduled messenger runs.

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Note No. 5: Lawyers Title is a division of Commonwealth Land Title Insurance Company. The insurer in policies of title insurance, when issued in this transaction, will be Commonwealth Land Title Insurance Company.

Note No. 6: There are no conveyances affecting said land recorded within 24 months of the date of this report.

Note No. 7: THIS COMPANY REQUIRES CURRENT BENEFICIARY DEMANDS PRIOR TO CLOSING. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:

(a) If this Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be in addition to the verbal hold the lender may have stipulated.

(b) If this Company cannot obtain a verbal update on the demand, we will either pay off the expired demand, or wait for the amended demand, at our discretion.

(c) All payoff figures are verified at closing. If the customer's last payment was made within 15 days of closing, our Payoff Department may hold one month's payment to insure check has cleared the bank (unless a copy of the cancelled check is provided, in which case there will be no hold).

Note No. 8: Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year shown below, are paid. For proration purposes the amounts are:

Fiscal year	2009 - 2010
1st Installment:	$177.21
2nd Installment:	$177.21
Land Value	$32,340.00
Improvement Value:	$None
Exemption:	$None
Code Area:	058-002
Assessment No.:	715-300-005-7

Processor: RE
Date Typed: August 20, 2010

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:

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, 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.

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:

1. 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.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This

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Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. 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.
4. 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.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.
   This Exclusion does not limit the coverage described in Covered Risk 11 or 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:	**1% of Policy Amount or $2,500** (whichever is less)	**$10,000**
Covered Risk 15:	**1% of Policy Amount or $5,000** (whichever is less)	**$25,000**
Covered Risk 16:	**1% of Policy Amount or $5,000** (whichever is less)	**$25,000**
Covered Risk 18:	**1% of Policy Amount or $2,500** (whichever is less)	**$5,000**

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:
1. 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.
2. 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
3. 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
4. Failure to pay value for your title.
5. 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.

AMERICAN LAND TITLE ASSOCIATION 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:
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

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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 (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.
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 or any consumer credit protection or truth in lending law.
6. 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.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee 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 or 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 judgment 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 General Exceptions:

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

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

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

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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.

AMERICAN LAND TITLE ASSOCIATION 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:

File No: 610601352

(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment 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 General Exceptions:

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 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.

File No: 610601352

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 s 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.

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

Order No. 610601352

Notice of Available Discounts

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

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

FNF Underwritten Title Company
LTC – Lawyers Title Company

FNF Underwriter
CLTIC – Commonwealth Land Title Insurance Co.

Available Discounts

FEE REDUCTION SETTLEMENT PROGRAM (LTC and CLTIC)
Eligible customers shall receive a $20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in The People of the State of California.

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

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

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

Order No: 610601352

"Notice to Customers"

(**I**nvolves **R**esidential **R**eal **P**roperty in **C**alifornia **ONLY**)

You may be entitled to receive a $20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts, however, the maximum discount that can be given in this transaction shall be equal to $100 (5 x $20).

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is subject of your current transaction, you must – prior to the close of the current transaction – inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company if the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you quality for a discount which is subject to other terms and conditions.

Name: _____

Address: _____

Telephone No: _____

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

Order No: 610601352

"Notice to Customers"

(**I**nvolves **R**esidential **R**eal **P**roperty in **C**alifornia **ONLY**)

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If your previous transaction involved property different from the property that is subject of your current transaction, you must – prior to the close of the current transaction – inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

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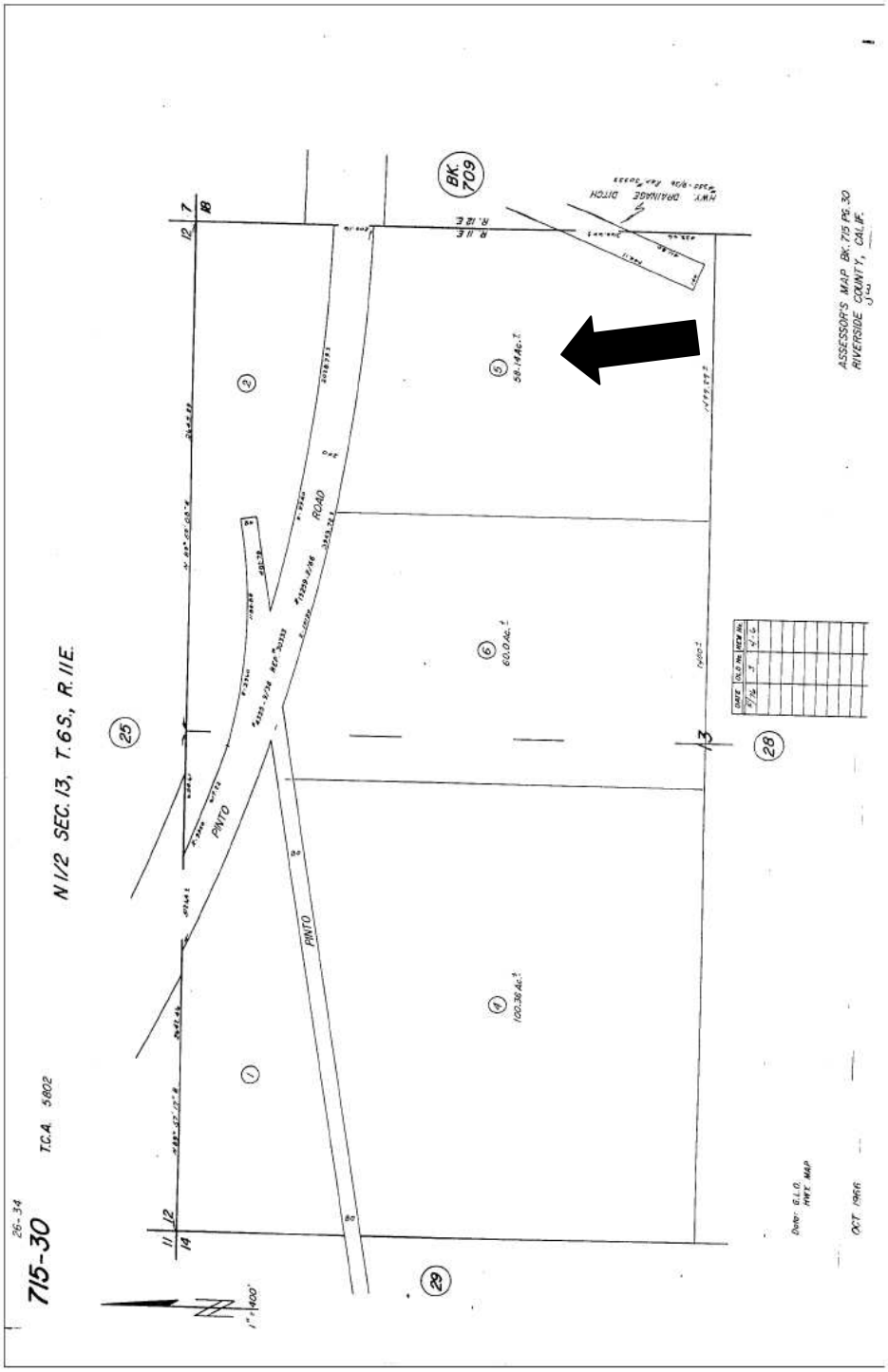
Name: _____

Address: _____

Telephone No: _____


715-30
26-34
T.C.A. 5802
N 1/2 SEC. 13, T.6S., R.11E.
PINTO
ROAD
PINTO
BK. 709
R.11E
R.12E
HWY. DRAINAGE DITCH
1" = 400'
ASSESSOR'S MAP BK. 715 PG. 30
RIVERSIDE COUNTY, CALIF.
Order: G.I.O.
INFT. MAP
OCT. 1966

Order No: 610601352 - LTIE - Joe Lardieri/ Randall Wong--LT

CERTIFICATION OF TRUST

California Probate Code Section 18100.5

The undersigned declare(s) under penalty of perjury under the laws of the State of California that the following is true and correct:

1. The Trust known as _____,

   executed on _____, is a valid and existing trust.

2. The names of the settlors of the Trust are:

   _____

   _____

3. The names of the currently acting trustees are:

   _____

   _____

4. The trustees of the Trust have the following powers (initial applicable line(s)):

   _____ Power to acquire additional property.
   _____ Power to sell and execute deeds.
   _____ Power to encumber, and execute deeds of trust.
   _____ Other:

   _____

5. The Trust is (check one): _____ Revocable _____ Irrevocable
   If revocable, who may revoke the Trust?

   _____

6. Are all trustees required to execute the powers of the trustee? _____Yes _____No
   If no, explain trustee's authority:

   _____

7. Title to Trust assets is to be taken as follows:

   _____

8. The Trust has not been revoked, modified or amended in any manner which would cause the representations contained herein to be incorrect.

9. The trustees signing below are all of the currently acting trustees.

10. The trustees signing below may be required to provide copies of excerpts from the original Trust documents which designate the trustees and confer the power to act in the pending transaction.

Dated: _____

_____ _____

Print Name:_____ Print Name: _____

STATE OF CALIFORNIA
COUNTY OF _____ }ss:

On _____ before me, _____, a Notary Public, personally
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)

CERTIFICATION OF TRUST

California Probate Code Section 18100.5

The undersigned declare(s) under penalty of perjury under the laws of the State of California that the following is true and correct:

1. The Trust known as _____,

   executed on _____, is a valid and existing trust.

2. The names of the settlors of the Trust are:

   _____

   _____

3. The names of the currently acting trustees are:

   _____

   _____

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   _____ Power to sell and execute deeds.
   _____ Power to encumber, and execute deeds of trust.
   _____ Other:

   _____

5. The Trust is (check one): _____ Revocable _____ Irrevocable
   If revocable, who may revoke the Trust?

   _____

6. Are all trustees required to execute the powers of the trustee? _____Yes _____No
   If no, explain trustee's authority:

   _____

7. Title to Trust assets is to be taken as follows:

   _____

8. The Trust has not been revoked, modified or amended in any manner which would cause the representations contained herein to be incorrect.

9. The trustees signing below are all of the currently acting trustees.

10. The trustees signing below may be required to provide copies of excerpts from the original Trust documents which designate the trustees and confer the power to act in the pending transaction.

Dated: _____

_____ _____

Print Name:_____ Print Name: _____

STATE OF CALIFORNIA
COUNTY OF _____ }ss:

On _____ before me, _____, a Notary Public, personally
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)

CERTIFICATION OF TRUST

California Probate Code Section 18100.5

The undersigned declare(s) under penalty of perjury under the laws of the State of California that the following is true and correct:

1. The Trust known as _____,

   executed on _____, is a valid and existing trust.

2. The names of the settlors of the Trust are:

   _____

   _____

3. The names of the currently acting trustees are:

   _____

   _____

4. The trustees of the Trust have the following powers (initial applicable line(s)):

   _____ Power to acquire additional property.
   _____ Power to sell and execute deeds.
   _____ Power to encumber, and execute deeds of trust.
   _____ Other:

   _____

5. The Trust is (check one): _____ Revocable _____ Irrevocable
   If revocable, who may revoke the Trust?

   _____

6. Are all trustees required to execute the powers of the trustee? _____Yes _____No
   If no, explain trustee's authority:

   _____

7. Title to Trust assets is to be taken as follows:

   _____

8. The Trust has not been revoked, modified or amended in any manner which would cause the representations contained herein to be incorrect.

9. The trustees signing below are all of the currently acting trustees.

10. The trustees signing below may be required to provide copies of excerpts from the original Trust documents which designate the trustees and confer the power to act in the pending transaction.

Dated: _____

_____ _____

Print Name:_____ Print Name: _____

STATE OF CALIFORNIA
COUNTY OF _____ }ss:

On _____ before me, _____, a Notary Public, personally
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)

Exhibit A-2.4.3.h

CDP-4 Exceptions

Sub-Area 11

BK 238 PG 374

Approved as to form by General Solicitor March 15, 1934.

Deed No. 3847-R

SOUTHERN PACIFIC LAND COMPANY)
TO)
SOUTHERN CALIFORNIA TELEPHONE COMPANY)

THIS DEED, made February 15, 1935, by SOUTHERN PACIFIC LAND COMPANY, a Corporation of the State of California, hereinafter called Vendor, unto SOUTHERN CALIFORNIA TELEPHONE COMPANY, a Corporation hereinafter called Vendee.

WITNESSETH: That Vendor, for and in consideration of One Hundred Fifty and 00/100 (150.00) Dollars, receipt whereof is acknowledged, hereby grants and conveys unto Vendee, its successors and assigns, subject to the conditions hereinafter expressed, a right of way One Hundred (100) feet in width, being Fifty (50) feet in width on each side of a center line hereinafter described, for telephone lines upon a single line of poles over, upon and across and/or underground conduits under and across the following described lands, situated in the County of Riverside, State of California, said center line being described as follows, to wit:

Beginning at a point in the north line of the North Half (N½) of Section Thirteen (13), Township Six (6) South, Range Eleven (11) East, San Bernardino Base and Meridian, One Thousand One Hundred Twenty-eight and 60/100 (1128.60) feet east of the northwest corner of said section; thence South Seventy-two degrees, Eighteen minutes East (S.72° 18' E.), Four Thousand One Hundred Ninety-two and 60/100 (4192.60 feet; thence North Eighty-four degrees, Fifty-three minutes East (N.84°53'E), One Hundred Sixty-five and 50/100 (165.50) feet to an intersection with the east line of said North Half (N½) of Section Thirteen (13) One Thousand Two Hundred Fifty-three and 10/100 (1253.10) feet from the northeast corner of said section.

Subject to the following conditions:

That Vendee shall not fence the rights of way hereby conveyed.

That Vendor, its successors or assigns, may construct and maintain railroad tracks and facilities appurtenant thereto upon, across, along, or adjacent to the rights of way hereby conveyed and may operate engines, cars and trains thereon, and may drill and operate wells upon the rights of way hereby conveyed, and may appropriate and use so much thereof as may be necessary for such purposes; and that Vendor, its successors or assigns, shall have free and unrestricted use for agricultural and grazing purposes of the rights of way hereby conveyed so far as the same are not occupied by Vendee's structures.

That on demand made by Vendor, its successors or assigns, Vendee will at Vendee's own cost and expense relocate, reconstruct or remove said telephone lines and/or underground conduits in such manner as will enable the construction and maintenance of such railroad tracks and appurtenances, and the operation of engines, cars and trains thereon, and the drilling and operation of such wells.

FH N.P

That Vendor, its successors and assigns, shall never be liable to Vendee for any injury or damage to the said telephone lines and/or underground conduits or to any property of Vendee at any time upon the said rights of way.

FH N.P.

That said ~~pipe-line~~ conduits shall be laid and constructed at least eighteen inches below the surface of the ground.

That Vendee shall prevent the leakage of electric currents from Vendee's wires whereby the operation of other electric transmission lines may be affected.

That in case of the failure of Vendee to fully perform and comply with each of the conditions herein set forth, the rights of way hereby conveyed in respect to which

such failure shall occur, shall immediately revert to, and title thereto shall revest in Vendor, its successors and assigns.

That in case any part or parts or all of the right or rights of way hereby conveyed for the aforesaid purpose or purposes, shall be used for any other purpose, such part or parts or all of said right or rights of way shall immediately revert to, and title thereto shall revest in Vendor, its successors and assigns.

That in case of the non-user for a continuous term of two (2) years of any part or parts or all of the right or rights of way hereby granted, all rights hereunder shall thereupon immediately cease and determine as to such part or parts, or as to all such right or rights of way, and the right of use and possession thereof and the title thereto shall immediately revert to, and revest in Vendor, its successors and assigns.

That within sixty (60) days after the said right or rights of way, or any part thereof or of either or any of said rights of way, shall so revert to and revest in Vendor, Vendee shall remove its structures from said revested part or parts or all of said right or rights of way, and shall fill all excavations therein and restore the ground to substantially its original condition; and in case Vendee shall fail so to do, the Vendor, its successors or assigns, may do such work and collect from the Vendee the cost and expense thereof, and Vendor, its successors or assigns, shall be entitled to exclude Vendee, and all Vendee's agents and employees from such revested part or parts or all of said right or rights of way.

That this conveyance is subject to a right of way of lawful width for each and every existing and lawfully established County Roads and subordinate to any and all leases and grants heretofore made and now in force.

IN WITNESS WHEREOF, Vendor has caused its name to be hereunto subscribed by its officers, first duly authorized, and its seal to be affixed, on the date herein first written.

SOUTHERN PACIFIC LAND COMPANY

(CORPORATE SEAL) By Guy V. Shoup, Vice President.

By G. L. King, Secretary.

U.S.I.R.S. 50¢ cancelled

COUNTERSIGNED:
J. J. Henderson, For Land Commissioner.

COUNTERSIGNED:
H. M. Stroblein For General Auditor.
HWL

Part of Sale No. 6597-R Date January 19, 1929 Appraisal No. 537 and 543

Checked by ECO

TRX

State of California)
ss
City and County of San Francisco)

On June 20, 1935, before me Frank Harvey, a Notary Public in and for the said City and County, personally appeared Guy V. Shoup, known to me to be the Vice President and G. L. King, known to me to be the Secretary of Southern Pacific Land Company, the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named, and they, being by me duly sworn, did each on his own behalf depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said

corporation as indicated after said signatures; that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and said Guy V. Shoup and G. L. King acknowledged to me that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in said City and County, the day and year in this certificate first above written.

Frank Harvey

(NOTARIAL SEAL) Notary Public in and for the City and County of San Francisco, State of California. My Commission expires June 20, 1935.

ENDORSED

Entered in Record of Deeds
2/15/35 ECC

Entered in Record Book
GL 2/15/35

#3952 Received for record Jul 20, 1935 at 8 o'clock A. M. at request of So. Calif. Tel.Co. Copied in Book No. 238 of Official Records, page 374 et seq., Records of Riverside County, Calif.

Fees $1.50 Jack A. Ross, Recorder

Compared: Copyist, M. Alrick; Comparer, A. Burgess

-o-o-o-o-o-o-o-

Full Payment and Satisfaction of this Note and Mortgage is hereby acknowledged this ... day of ... 19... Signed and sealed ... Recorder By ...

DENVER JOY McLAUGHLIN)
) Farm Credit Administration
RIVERSIDE COUNTY PRODUCTION) RIVERSIDE COUNTY PRODUCTION CREDIT ASSOCIATION
CREDIT ASSOCIATION) Crop and Chattel Mortgage
)

THIS MORTGAGE, made this 8 day of July 1935, by DENVER JOY McLAUGHLIN (a single woman) residing (and/or having its principal place of business) within the County of Riverside, State of California, occupation farming and/or raising, breeding, fattening or marketing of livestock, MORTGAGOR, and the RIVERSIDE COUNTY PRODUCTION CREDIT ASSOCIATION with its office at Riverside, engaged in the business of making loans pursuant to the provisions of Title II of the Farm Credit Act of 1933, approved June 16, 1933, Mortgagee,

WITNESSETH: Mortgagor does hereby mortgage to the Mortgagee all crops of whatsoever kind or character, now standing, planted or grown, or that may, during the crop years of 1934, 1935 and 1936 be planted or grown or that may be planted or grown prior to the payment in full of the indebtedness secured by this mortgage on the lands and premises situated in the County of Riverside, State of California, and more specifically described as follows:

Lot 3 Block 156, Lands of Hemet Land Company as shown in Book 1 -- Page 14 of Maps, Records of Riverside County, Calif.

Together with the following described farming implements, equipment or other personal property, together with the increase thereof (including wool), additions thereto and substitutions therefor, if any, situated in or on the real property above described:

BK 293 PG 268

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Received for Record Sep. 4, 1936, at 11 o'clock A. M. at request of R.L. McKenony. Copied in Book No. 293 of Official Records, page 267 et seq, Records of
#4336 Riverside County, California.
Fees $1.30 Jack A. Ross, Recorder.
By F. B. Row, Deputy Recorder.
Compared; Copyist J. Ferrand; Comparer L.Hyde.

****

4-35-1000 L-3347
Approved as to form by General Solicitor Deed No.3998-R
March 15, 1935.
SOUTHERN PACIFIC LAND CO.)
TO)
STATE OF CALIFORNIA)

THIS DEED, Made May 20, 1936, by SOUTHERN PACIFIC LAND COMPANY, a Corporation of the State of California, hereinafter called Vendor, unto STATE OF CALIFORNIA, hereinafter called Vendee,

WITNESSETH: That Vendor, for and in consideration of Two Thousand Seven Hundred Twenty-nine and 00/100 (2729.00) Dollars, receipt thereof is acknowledged, hereby grants and conveys unto Vendee, and assigns, subject to the conditions hereinafter expressed, a right of way ~~feet in width being ... feet in width on each side of a center line hereinafter described~~ for highway purposes over, upon and across the following described lands, situated in the County of Riverside, State of California, ~~said center line being described as follows; to wit:~~

F.H. N.P. F.H. N.P.

All that portion of the Northwest quarter of Northeast Quarter (NW¼ of NE¼) of Section Twenty-nine (29) Township Five (5) South, Range Eight (8) East, San Bernardino Base and Meridian, described as follows:

Beginning at a point in the west line of said Northwest Quarter of Northeast quarter (NW¼ of NE¼) of Section Twenty-nine (29) which is South No degrees, Three minutes, Ten seconds East (S.03' 10" E.) Two Hundred Seventy Seven and 73/100 (277.73) feet of the north quarter corner thereof and the center line designated as Engineers' Station 77+27.95 "H" of the Department of Public Works' Survey from Two and 10/100 (2.10) Miles east of Indio to Shavers Summit Road XI-Riv-64-H, Km 8; thence North No degrees, Three minutes, Ten seconds West (N.03' 10" W.) following the West line of the Northeast quarter (NE¼) of said Section Twenty-nine (29) Two Hundred Twenty and 69/100 (220.69) feet; thence North Forty-four degrees, Fifty-four minutes, Thirty seconds East (N. 44° 54' 30" E.), Eighty and 52/100 (80.52) feet to an intersection with the North line of said section; thence East along the north line thereof One Thousand Two Hundred Seventy and 71/100 (1270.71) feet to the northeast corner of the Northwest quarter of Northeast quarter (NW¼ of NE¼) of said Section Twenty-nine (29); thence South along the East line of said subdivision One Hundred Twenty and 25/100 (120.25) feet to Engineers' Station 90+81.09 "H" of said survey; thence continuing south along said east line of said subdivision Fifty and 61/100 (50.61) feet; thence along a curve to the left from a tangent bearing North Eighty-one degrees, Three minutes, Fifty seconds West (N. 81° 03' 50" W.) with a radius of Two Thousand Four Hundred Fifty and 00/100 (2450.00) feet through an angle of Thirty-one degrees, Forty minutes, Thirteen seconds (31° 40' 13") for a distance of One Thousand Three Hundred Fifty-four and 24/100 (1354.24) feet, more or less, to an intersection with the west line of said Northeast Quarter (NE¼) of Section Twenty-nine (29); thence north along said west line Fifty-four and 11/100 (54.11) feet, more or less to the point of beginning; Also

A right of way for highway purposes, drainage ditches and levees over, upon and across All those portions of South Half of North Half (S½ of N½), North half of Southwest quarter (N½ of SW¼) and Southeast Quarter (SE¼) of Section Twenty-seven (27) Township Five (5) South, Range Eight (8) East, San Bernardino Base and Meridian, described as follows:

Beginning at a point in the west line of said Section Twenty-seven (27) which is Three Hundred Sixty and 37/100 (360.37) feet north of the west quarter corner of said section; thence north along said west line One Hundred Fifty-eight and 29/100 (158.29) feet; thence South Seventy-one degrees, Twenty-two minutes East (S. 71° 22' E.) Nine Hundred Ten and 10/100 (910.10) feet; thence North Forty-eight degrees, Thirty-eight minutes East (N. 48° 38' E.) Five Hundred Fifty and 00/100 (550.00) feet; thence South Forty-one degrees, Twenty-two minutes East (S. 41° 22' E.) One Hundred Forty and 00/100 (140.00) feet; thence South Forty-eight degrees Thirty-eight minute. West

(S.49° 38' W.) Four Hundred Sixty-nine and 17/100 (469.17) feet; thence South Seventy-one degrees, Twenty-two minutes East (S.71° 22' E.) Six Hundred Seventeen and 98/100 (617.98) feet; thence along a curve to the right with a radius of Five Thousand One Hundred Fifty and 00/100 (5150.00) feet through an angle of Three degrees, One minute (3° 01') a distance of Two Hundred Seventy-one and 15/100 (271.15) feet; thence South Sixty-eight degrees, Twenty-one minutes East (S. 68° 21' E.) Two Thousand Three Hundred Sixty-seven and 69/100 (2367.69) feet; thence North Two degrees, Fifty-four minutes East (N. 2° 54' E.) One Thousand Eight Hundred and 00/100 (1800.00) feet; thence South Eighty-seven degrees, Six minutes East (S. 87° 06' E.) One Hundred Ten and 00/100 (110.00) feet; thence South Two degrees, Fifty-four minutes West (S. 2° 54' W.) One Thousand Eight Hundred Thirty-seven and 34/100 (1834.34) feet; thence South Sixty-eight degrees, Twenty-one minutes East (S. 68° 21' E.) One Thousand Twenty-eight and 02/100 (1028.02) feet; thence on a curve to the left with a radius of Nine Thousand Eight Hundred Fifty and 00/100 (9850.00) feet through an angle of One degree, Six minutes, Thirty-two seconds (1° 06' 32") a distance of One Hundred Ninety and 63/100 (190.63) feet; to an intersection with the east line of said Section Twenty-seven (27); thence South along said east line Two Hundred Sixty-six and 63/100 (266.63) feet at a point Nine Hundred Four and 03/100 (904.03) feet north of the southeast corner of said section; thence North Sixty-nine degrees, Forty minutes West (N.69° 40' W.) Fifty-six and 78/100 (56.78) feet; thence on a curve to the right with a radius of Ten Thousand One Hundred and 00/100 (10100.00) feet through an angle of One degree, Nineteen minutes (1°19') a distance of Two Hundred Thirty-two and 35/100 (232.10) feet; thence north Sixty-eight degrees, Twenty-one minutes West (N. 68° 21' W.) Nine Hundred Forty-two and 73/100 (942.73) feet; thence South Twenty-one degrees, Thirty-nine minutes West (S. 21° 39' W.) Four Hundred and 00/100 (400.00) feet; thence North Sixty-eight degrees, twenty-one minutes West (N. 68° 21' W.) Two Hundred and 00/100 (200.00) feet; thence North Twenty-one degrees, Thirty-nine minutes East (N. 21° 39' E.) Four Hundred Fifty and 00/100 (450.00) feet; thence North Sixty-eight degrees, Twenty-one minutes West (N. 68° 21' W.) Two Thousand Three Hundred Sixty-nine and 14/100 (2369.14) feet; thence on a curve to the left with a radius of Four Thousand Nine Hundred Fifty and 00/100 (4950.00) feet through an angle of Three degrees, One minute (3° 01') a distance of Two Hundred Sixty and 62/100 (260.62) feet; thence North Seventy-one degrees, Twenty-two minutes West (N. 71° 22' W.) Six Hundred Ninety-three and 66/100 (693.66) feet; thence South Twenty-six degrees Thirty-eight minutes West (S. 26° 38' W). One Hundred Thirty-six and 77/100 (136.77) feet; thence South Three degrees, Twenty-two minutes East (S.3° 22' E.) Four Hundred and 00/100 (400.00) feet; thence South Eighty-six degrees, Thirty-eight minutes West (S.86° 38' W.) Two Hundred and 00/100 (200.00) feet; thence North Three degrees, Twenty-two minutes West (N.3° 22'W.) Four Hundred Fifty three and 59/100 (453.59) feet; thence North Twenty-six degrees, Thirty-eight minutes East (N. 26° 38' E.) One Hundred Sixty-two and 26/100 (162.26) feet; thence North Seventy-one degrees, Twenty-two minutes West (N. 71° 22' W.) Seven Hundred Twenty-six and 69/100 (726.69) feet, more or less, to an intersection with the West line of said Section Twenty-seven (27) at a point Three Hundred Seven and 61/100 (307.61) feet North of the west quarter corner of said section; thence North along said west line Fifty-two and 76/100 (52.76) feet, more or less, to the point of beginning; Also

A right of way Two Hundred Fifty (250) feet in width for highway purposes, being Two Hundred (200) feet in width on the Northeasterly side of and Fifty (50) feet in width on the Southwesterly side of a center line described as follows:

Beginning at Engineer's Station 518+00 "H" on the center line of the aforesaid survey; thence South Sixty-nine degrees, Forty minutes East (S. 69° 40' E.) One Hundred Eighty-seven and 70/100 (187.70) feet to an intersection with the North line of Section Thirty-five (35), Township Five (5) South, Range Eight (8) East, San Bernardino Base and Meridian, designated as Engineers' Station 519+87.70 "H" of said survey, Ninety-six and 35/100 (96.35) feet east of the north quarter corner of said Section Thirty-five (35); thence South Sixty-nine degrees, Forty minutes East (S. 69° 40' E.) Forty-two and 35/100 (42.35) feet; thence along a curve to the left with a radius of Four Thousand and 00/100 (4000.00 feet through an angle of Seven degrees, Ten minutes (7°10') Five Hundred and 33/100 (500.33) feet; thence South seventy-six degrees, Fifty minutes East (S. 76° 50' E.) One Hundred Seventy-six and 28/100 (176.28) feet to Engineers' Station 527+06.66 "H" of said survey; Also

A right of way Two Hundred (200) feet in width for highway purposes, being One Hundred Fifty (150) feet in width on the northeasterly side and Fifty (50) feet in width on the southwesterly side of a continuation of the aforesaid center line, as follows:

Continuing South Seventy-six degrees, Fifty minutes East (S. 76° 50' E.) One Thousand One Hundred Twenty-two and 01/100 (1122.01) feet to Engineers' Station 538+28.67 "H" of said survey; also

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a right of way Two Hundred Fifty (250) feet in width being One Hundred Fifty (150) feet in width on the Northerly side and One Hundred (100) feet in width on the Southerly side of a continuation of the aforesaid center line, as follows:

Continuing along a curve to the left with a radius of Two Thousand and 00/100 (2000.00) feet through an angle of Twenty-two degrees, Twenty-five minutes, Twenty-seven seconds (22° 25' 27") a distance of Seven Hundred Eighty-two and 75/100 (782.75) feet over the North Half of Northeast Quarter (N½ of NE¼) of said Section Thirty-five (35) to an intersection with the east line thereof at Engineers' Station 546+11.42 "H" of said survey at a point Four Hundred Sixty-six and 35/100 (466.35) feet south of the northeast corner of said Section Thirty-five (35); also

A right of way for highway purposes, drainage ditches and levees over, upon and across the following described land:

All that portion of the Southwest quarter (SW¼) and South Half of Southeast quarter (S½ of SE¼) of Section Three (3), Township Six (6) South, Range Ten (10) East, San Bernardino Base and Meridian, described as follows:

Beginning at a point in the West line of said Southwest quarter (SW¼) of Section Three (3) One Thousand Thirty-four and 10/100 (1034.10) feet north of the southwest quarter of said Section Three (3); thence South Seventy-eight degrees, Twenty-six minutes East (S. 78° 26' E.) Twenty and 88/100 (20.88) feet; thence South Twenty-eight degrees, Twenty-six minutes East (S. 28° 26' E.) Four Hundred Sixty-seven and 82/100 (467.82) feet; thence North Sixty-one degrees, Thirty-four minutes East (N. 61° 34' E.) Two Hundred and 00/100 (200.00) feet; thence North Twenty-eight degrees, Twenty-six minutes West (N. 28° 26' W.) Three Hundred and 00/100 (300.00) feet; thence South Seventy-eight degrees, Twenty-six minutes East (S. 78° 26' E.) One Thousand Six Hundred Ninety and 91/100 (1690.91) feet; thence South Eighteen degrees, Twenty-six minutes East (S. 18° 26' E.) Four Hundred Fifteen and 47/100 (415.47) feet; thence North Seventy-one degrees, Thirty-four minutes East (N. 71° 34' E.), Two Hundred and 00/100 (200.00) feet; thence North Eighteen degrees, Twenty-six minutes West (N. 18° 26' W.) Three Hundred and 00/100 (300.00) feet; thence South Seventy-eight degrees, Twenty-six minutes East (S. 78° 26' E), One Thousand Two Hundred Thirty-seven and 44/100 (1237.44) feet; thence South Eight degrees, Twenty-six minutes East (S. 08° 26' E.) Three Hundred Twenty-five and 43/100 (325.43) feet; more or less, to an intersection with the south line of said Section Three (3); thence east along said south line Two Hundred Two and 34/100 (202.34) feet; thence North Eight degrees, Twenty-six minutes West (N. 08° 26' W.) Two Hundred Eighty-three and 35/100 (283.35) feet; thence South Seventy-eight degrees, Twenty-six minutes East (S. 78° 26' E.), Six Hundred Eighty and 40/100 (680.40) feet; thence South Eleven degrees, Thirty-four minutes West (S. 11° 34' W.) One Hundred Fifty and 00/100 (150.00) feet, more or less, to intersection with the south line of said Section Three (3); thence east along said south line One Thousand Ninety-one and 77/100 (1091.77) feet, more or less, to the southeast corner of said Section three (3); thence north along the east line of said Section One Hundred Thirty-nine and 32/100 (139.32) feet; thence North Seventy-eight degrees, Twenty-six minutes West (N. 78° 26' W.) One Hundred Forty and 01/100 (140.01) feet; thence North Twenty degrees, Four minutes East (N. 20° 04' E.), Four Hundred Four and 74/100 (404.74) feet, more or less, to an intersection with the east line of said Section Three (3); thence North along the east line thereof Three Hundred Twenty-four and 29/100 (324.29) feet; thence South Twenty degrees, Four minutes West (S. 20° 04' W.) Six Hundred Forty-four and 93/100 (644.93) feet; thence North Six degrees, Twenty-six minutes West (N. 6° 26' W.) Six Hundred Forty-six and 60/100 (646.60) feet; thence South Seventy-seven degrees, Fourteen minutes West (S. 77° 14' W.) One Thousand Six Hundred Four and 34/100 (1604.34) feet; thence North Fifty-seven degrees, Twelve minutes, Thirty seconds West (N. 57° 12' 30" W.) Two Thousand One Hundred Fifty-five and 28/100 (2155.28) feet; thence South Eighteen degrees, Twenty-six minutes East (S. 18° 26' E.), Six Hundred Ninety-two and 66/100 (692.66) feet; thence North Fifty-two degrees, One minute, thirty seconds West (N. 52° 01' 30" W.) Two Thousand Three Hundred Fifty-seven and 61/100 (2357.61) feet; more or less, to an intersection with the west line of said Section Three (3); thence south along the west line thereof One Hundred Thirty-nine and 39/100 (139.39) feet; thence South Fifty-two degrees, One minute, Thirty seconds East (S. 52° 01' 30" E.) Two Thousand Eighty-seven and 03/100 (2087.03) feet; thence South Forty degrees, Fifty-six minutes East (S. 40° 56' E.) Three Hundred Twenty-six and 08/100 (326.08) feet; thence North Seventy-eight degrees, Twenty-six minutes West (N. 78° 26' W.) One Thousand Seven Hundred Fifty-seven and 37/100 (1757.37) feet; thence North Eleven degrees, twenty-six minutes West (N. 11° 26' W.) Six Hundred Ninety-five and 27/100 (695.27) feet, more or less, to an intersection with the west line of said Section Three (3); thence South along said west line Eight hundred Fifty-seven and 12/100 (857.12) feet, more or less, to the point of beginning;

EXCEPTING therefrom the following described property:

Commencing at a point in the West line of said Section Three (3), Township Six (6) South, Range Ten (10) East, San Bernardino Base and Meridian, One Thousand Two Hundred Thirty-eight and 19/100 (1238.19) feet north of the southwest corner of said section; thence south Seventy-eight degrees, Twenty-six minutes East (S. 78° 26' E.), Two Thousand Two Hundred Ten and 11/100 (2210.11) feet to the point of beginning; thence North Eleven degrees, Thirty-four minutes East (N. 11° 34' E.) Two Hundred and 00/100 (200.00) feet; thence North Seventy-eight degrees, Twenty-six minutes West (N. 78° 26' W.) Two Hundred Nineteen and 68/100 (219.68) feet; thence North Eighteen degrees, Twenty-six minutes West (N. 18° 26' W.) Four Hundred Twelve and 70/100 (412.70) feet; thence South Fifty-seven degrees, Twelve minutes Thirty-seconds East (S. 57° 12' 30" E.) One Thousand Five Hundred Thirty-nine and 68/100 (1539.68) feet; thence North Seventy-eight degrees, Twenty-six minutes West (N. 78° 26' W.) One Thousand Nine and 19/100 (1009.19) feet, more or less, to the point of beginning; Also

Commencing at the Southeast corner of said Section Three (3), Township Six (6) South, Range Ten (10) East, San Bernardino Base and Meridian; thence North along the east line thereof One Hundred Thirty-nine and 32/100 (139.32) feet; thence North Seventy-eight degrees, Twenty-six minutes West (N. 78° 26' W.) Three Hundred Twenty-eight and 74/100 (328.74) feet to the point of beginning; thence continuing North Seventy-eight degrees, Twenty-six minutes West (N. 78° 26' W.) One Thousand Three Hundred Eight and 22/100 (1308.22) feet; thence North Seventy-seven degrees, Fourteen minutes East (N. 77° 14' E.) One Thousand Two Hundred Fifty-one and 83/100 (1251.83) feet; thence South Six degrees, Twenty-six minutes East (S. 06° 26' E.), Five Hundred Forty-two and 36/100 (542.36) feet, more or less, to the point of beginning; Also

A right of way for highway purposes, drainage ditches and levees over, upon and across the following described land:

All that portion of the North Half of North Half (N½ of N½) of Section Eleven (11), Township Six (6) South, Range Ten (10) East, San Bernardino Base and Meridian, described as follows:

Beginning at the northwest corner of said Section Eleven (11); thence east along the north line thereof Six Hundred Fifty-five and 33/100 (655.33) feet; thence South Eleven degrees, Thirty-four minutes West (S. 11° 34' W.), Fifty and 00/100 (50.00) feet; thence South Seventy-eight degrees, Twenty-six minutes East (S. 78° 26' E.), Nine Hundred Eighty-one and 59/100 (981.59) feet; thence North Sixty-one degrees, Thirty-four minutes East (N. 61° 34' E.), Five Hundred Forty and 59/100 (540.59) feet, more or less, to an intersection with the north line of said Section Eleven (11); thence east along the north line thereof Nineteen and 68/100 (19.68) feet; thence South Twenty-eight degrees, Twenty-six minutes East (S. 28° 26' E.), One Hundred and 77/100 (100.77) feet; thence South Sixty-one degrees, Thirty-four minutes West (S. 61° 34' W.) Four Hundred Twenty-six and 86/100 (426.86) feet; thence South Seventy-eight degrees, Twenty-six minutes East (S. 78° 26' E.) Nine Hundred Ninety-two and 40/100 (992.40) feet; thence North Two degrees, Fifty-six minutes West (N. 2° 56' W.) Four Hundred Ninety-three and 64/100 (493.64) feet, more or less, to an intersection with the north line of said Section Eleven (11); thence east along the north line thereof One Hundred Ten and 15/100 (110.15) feet; thence South Two degrees, Fifty-six minutes East (S. 2° 56' E.) Three Hundred Sixty-one and 41/100 (361.41) feet; thence South Seventy-eight degrees, Twenty-six minutes East (S. 78° 26' E.) One Hundred Eighteen and 71/100 (118.71) feet; thence South Eleven degrees, Thirty-four minutes West (S. 11° 34' W.), One Hundred Fifty and 00/100 (150.00) feet; thence South Seventy-eight degrees, Twenty-six minutes East (S. 78° 26' E.), One Thousand One Hundred Fifty and 00/100 (1150.00) feet; thence North Eleven degrees, Thirty-four minutes East (N. 11° 34' E.) One Hundred and 00/100 (100.00) Feet; thence South Seventy-eight degrees, Twenty-six minutes East (S. 78° 26' E.) Two Hundred Fifty-four and 90/100 (254.90) feet; thence North Sixty-eight degrees, Four minutes East (N. 68° 04' E.), Seven Hundred Sixty-three and 53/100 (763.53) feet, more or less, to intersection with the east line of said section Eleven (11); thence South along the east line thereof One Hundred Nineteen and 46/100 (119.46) feet; thence South Sixty-eight degrees, Four minutes West (S. 68° 04' W.) Seven Hundred Thirty-one and 94/100 (731.94) feet; thence South Seventy-eight degrees, twenty-six minutes East (S. 78° 26' E.), Six Hundred Eighty-five and 56/100 (685.56) feet, more or less, to an intersection with the east line of said Section Eleven (11); thence south along the east line thereof Two Hundred Three and 44/100 (203.44) feet; thence North Seventy-eight degrees, Twenty-six minutes West (N. 78° 26' W.) Eight Hundred Sixty-seven and 68/100 (867.68) feet; thence South Thirty-one degrees, Thirty-four minutes West (S. 31° 34' W.) Four Hundred and 00/100 (400.00) feet; thence North Fifty-eight degrees, Twenty-six minutes West (N. 58° 26' W.) Two Hundred and 00/100 (200.00) feet; thence North Thirty-one degrees, Thirty-four minutes East (N. 31° 34' E.), Three Hundred Twenty-seven and 21/100 (327.21) feet; thence North Seventy-eight degrees, Twenty-six minutes West (N. 78° 26' W.), One Thousand One Hundred Sixty-eight and 78/100 (1168.78) feet; thence north

Forty-one degrees, Thirty-four minutes West (S. 41° 34' W.), Four Hundred Fifteen and 47/100 (415.47) feet; thence North Forty-eight degrees, Twenty-six minutes West, (N. 48° 26' W.), Two Hundred and 00/100 (200.00) feet; thence North Forty-one degrees Thirty-four minutes East (N. 41° 34' E.), Three Hundred and 00/100 (300.00) feet; thence North Seventy-eight degrees, Twenty-six minutes West (N. 78° 26' W.) Nine Hundred Fifteen and 66/100 (915.66) feet; thence South Eleven degrees, Thirty-four minutes West (S. 11° 34' W.), Four Hundred and 00/100 (400.00) feet; thence North Seventy-eight degrees, Twenty-six minutes West (N. 78° 26' W.) Three hundred and 00/100 (300.00) feet; thence North Eleven degrees, Thirty-four minutes East (N. 11° 34' E.) Four Hundred and 00/100 (400.00) feet; thence North Seventy-eight degrees, Twenty-six minutes West, (N. 78° 26' W.) One Thousand Six Hundred Eighty-one and 29/100 (1681.29) feet, more or less, to an intersection with the West line of said Section Eleven (11); thence north along the West line thereof Fifty- one and 04/100 (51.04) feet, more or less, to the northwest corner of said Section and the point of beginning; Also

All that portion of the North Half (N½) and the North Half of South Half (N½ of S½) of Section Seven (7), Township Six (6) South, Range Eleven (11) East, San Bernardino Base and Meridian, described as follows:

Beginning at a point in the west line of said Section Seven (7), Three Hundred Ten and 50/100 (310.50) feet north of the West quarter corner thereof; thence from a tangent which bears South Eighty degrees, Eighteen minutes, Thirty-nine seconds East (S. 80° 18' 30" E.) along a curve to the left with a radius of Ten Thousand Fifty and 00/100 (10050.00) feet through an angle of No degrees, Thirty-nine minutes, Twenty-nine seconds (39' 29") for a distance of One Hundred Fifteen and 43/100 (115.43) feet; thence South Eight degrees, Twenty-eight minutes West (S. 8° 28' W.) Four Hundred and 50/100 (400.50) feet; thence South Eighty-one degrees, Thirty-two minutes East (S. 81° 32' E.), Two Hundred and 00/100 (200.00) feet; thence North Eight degrees, Twenty-eight minutes East (N. 8° 28' E.), Four Hundred and 51/100 (400.51) feet; thence from a tangent which bears South Eighty-two degrees, Six minutes, Thirty-four seconds East (S. 82° 06' 34" E.) on a curve to the left with a radius of Ten Thousand Fifty and 00/100 (10050.00) feet through an angle of Three degrees, Twenty-six minutes, Twenty-six seconds (3° 26' 26") for a distance of Six Hundred Three and 49/100 (603.49) feet; thence South Eighty-five degrees, Thirty-three minutes East (S. 85° 33' E.) Eight Hundred Fifty-three and 96/100 (853.96) feet; thence South Four degrees, Twenty-seven minutes West (S. 4° 27' W.) Three Hundred and 00/100 (300.00) feet; thence South Eighty-five degrees, Thirty-three minutes East (S. 85° 33' E.) Five Hundred and 00/100 (500.00) feet; thence North Four degrees, Twenty-seven minutes East (N. 4° 27' E.), three Hundred and 00/100 (300.00) feet; thence South Eighty-five degrees, Thirty-three minutes East (S. 85° 33' E.) Seven Hundred Seventy-one and 79/100 (771.79) feet; thence South Fifteen degrees, Thirty-three minutes East (S. 15° 33' E.) Four Hundred Thirty-three and 19/100 (433.19) feet; thence North Seventy-four degrees, Twenty-seven minutes East, (N. 74° 27' E.), Two Hundred and 00/100 (200.00) feet; thence North Fifteen degrees, Thirty-three minutes West (N. 15° 33' W.) Three hundred Sixty and 40/100 (360.40) feet; thence South Eighty-five degrees, Thirty-three minutes East (S. 85° 33' E.) One Thousand Two Hundred Forty and 39/100 (1240.39) feet; thence South Four degrees, Twenty-seven minutes West (S. 4° 27' W.), Four Hundred and 00/100 (400.00) feet; thence South eighty-five degrees, Thirty-three minutes East (S. 85° 33' E.) Two Hundred and 00/100 (200.00) feet; thence North Four degrees, Twenty-seven minutes East (N. 4° 27' E.) Four Hundred and 00/100 (400.00) feet; thence South Eighty-five degrees, Thirty-three minutes East (S. 85° 33' E.) One Thousand Two Hundred Ninety-five and 00/100 (1295.00) feet; thence South Four degrees, Twenty-seven minutes West (S. 4° 27' W.) Four Hundred and 00/100 (400.00) feet; thence South Eighty-five degrees, Thirty-three minutes East (S. 85° 33' E.) Two Hundred and 00/100 (200.00) feet; thence North Four degrees, Twenty-seven minutes East (N. 4° 27' E.) One Hundred Eight and 59/100 (108.59) feet to an intersection with the east line of said Section Seven (7); thence North along the east line thereof Four Hundred Eighty-five and 91/100 (485.91) feet to the east quarter corner of said Section Seven (7); thence continuing north along said east line of Section Seven (7) One Hundred Seventy-five and 11/100 (175.11) feet; thence South Twenty-eight degrees, Forty-two minutes West (S. 28° 42' W.) One Hundred Forty-one and 53/100 (141.53) feet; thence North Twenty degrees, Six minutes West (N. 20° 06' W.) One Thousand Two Hundred Ninety-five and 97/100 (1295.97 feet; thence South Forty-five degrees, Fifty-seven minutes West (S. 45° 57' W.) One Thousand Five Hundred Six and 42/100 (1506.42) feet; thence North Thirty-six degrees, Thirty-eight minutes, Five seconds West (N. 36° 38' 05" W.) One Thousand Four Hundred Twenty-six and 50/100 (1426.50) feet; thence South Twenty-nine degrees, Twenty-seven minutes West (S. 29° 27' W.) One Thousand Two Hundred Sixty-nine and 37/100 (1269.37) feet; thence North Thirty-seven degrees, Three minutes West (N. 37° 03' W.) Six Hundred Eighty-two and 95/100 (682.95) feet; thence South Fifty-two degrees, Fifty-seven minutes West (S. 52° 57' W.) One Hundred Ten and 00/100 (110.00)

feet; thence South Thirty-seven degrees, Three minutes East (S. 37° 03' E.) Six Hundred Four and 41/100 (604.41) feet; thence North Eighty-five degrees, Thirty-three minutes West (N. 85° 33' W.) Six Hundred Sixty-nine and 41/100 (669.41) feet; thence North Four degrees, Twenty-seven minutes East (N. 4° 27' E.) Three Hundred Fifty and 00/100 (350.00) feet; thence North Eighty-five degrees, Thirty-three minutes West (N. 85° 33' W.) Four Hundred and 00/100 (400.00) feet; thence South Four degrees, Twenty-seven minutes West (S. 4° 27' W.) Three Hundred Fifty and 00/100 (350.00) feet; thence North Eighty-five degrees, Thirty-three minutes West (N. 85° 33' W.) Nine Hundred Fifty-three and 96/100 (953.96) feet; thence on a curve to the right with a radius of Nine Thousand Eight Hundred Fifty and 00/100 (9850.00) feet through an angle of Three degrees, Twenty-six minutes, Forty-six seconds (3° 26' 46") a distance of Five Hundred Ninety-two and 44/100 (592.44) feet; thence North Nineteen degrees, Fifty-eight minutes East, (N. 19° 58' E.) Four Hundred Four and 66/100 (404.66) feet; thence North Seventy degrees, Two minutes West (N. 70° 02' W.) One Hundred Forty and 00/100 (140.00) feet; thence South Nineteen degrees, fifty-eight minutes West (S. 19° 58' W.), Two Hundred Ninety-nine and 17/100 (299.17) feet; thence North Twenty three degrees, Thirty-two minutes West (N. 23° 32' W.) Six Hundred Fifteen and 74/100 (615.74) feet; more or less, to intersection with the west line of said Section Seven (7); thence South along said west line Two Hundred Seventy-seven and 83/100 (277.83) feet; thence South Twenty-three degrees, Thirty-two minutes East (S. 23° 32' E.), Four Hundred Forty-seven and 02/100 (447.02) feet; thence from a tangent bearing North Eighty-one degrees, Nine minutes, Seven seconds West (N. 81° 09' 07" W.) along a curve to the right with a radius of Nine Thousand Eight Hundred Fifty and 00/100 (9850.00) feet through an angle of One degree, Two minutes, Thirty-nine seconds (1° 02' 39") a distance of One Hundred Seventy-nine and 51/100 (179.51) feet to an intersection with the West line of said Section Seven (7); thence South along said west line Two Hundred Three and 08/100 (203.08) feet to the point of beginning;

EXCEPTING therefrom the following described land:

Commencing at the east quarter corner of said Section Seven (7) Township Six (6) South, Range Eleven (11) East, San Bernardino Base and Meridian; Thence North Six and 42/100 (6.42) feet; thence North Eighty-five degrees, Thirty-three minutes West (N. 85° 33' W.) One Hundred Seventy-eight and 87/100 (178.87) feet to the point of beginning; thence North Eighty-five degrees, Thirty-three minutes West (N. 85° 33' W.), One Thousand Two Hundred Eleven and 18/100 (1211.18) feet; thence North Four degrees, twenty-seven minutes East, (N. 4° 27' E.), One Hundred Seventy-four and 49/100 (174.49) feet; thence North Forty-five degrees, Fifty-seven minutes East (N. 45° 57' E.) One Thousand One Hundred Twenty-six and 20/100 (1126.20) feet; thence South Twenty-degrees, Six minutes East, (S. 20° 06' E.) One Thousand One Hundred Nineteen and 10/100 (1119.10) feet to the point of beginning; Also

Commencing at the east quarter corner of said Section Seven (7); thence North Six and 42/100 (6.42) feet; thence North Eighty-five degrees, Thirty-three minutes West (N. 85° 33' W.) One Thousand Seven Hundred Twenty and 16/100 (1720.16) feet to the point of beginning; thence continuing North Eighty-five degrees, Thirty-three minutes West (N. 85° 33' W.), One Thousand Two Hundred Fifty-one and 22/100 (1251.22) feet; thence North Twenty-nine degrees, Twenty-seven minutes East (N. 29° 27' E.) One Thousand Thirty-one and 66/100 (1031.66) feet; thence South Thirty-six degrees, Thirty-eight minutes, Five seconds East (S. 36° 38' 05" E.), One Thousand Two Hundred Forty and 49/100 (1240.49) feet, more or less, to the point of beginning; Also

A right of way for highway purposes, drainage ditches and levees over, upon and across the following described land:

All that portion of the South half of North half (S½ of N½) North Half of South Half (N½ of S½) and Southeast quarter of Southeast Quarter (SE¼ of SE¼) of Section Nine (9) Township Six (6) South, Range Eleven (11) East, San Bernardino Base and Meridian, described as follows:

Beginning at a point in the West line of said Section Nine (9), Three Hundred Seventy-two and 49/100 (372.49) feet south of the west quarter corner of said section; thence South Eighty-five degrees, Thirty-three minutes East (S. 85° 33' E.) One Thousand Three Hundred One and 05/100 (1301.05) feet; thence North Thirty-one degrees, Three minutes West (N. 31° 03' W.) One Thousand Six Hundred Eighty-two and 67/100 (1682.67) feet; thence North Fifty-eight degrees, Fifty-seven minutes East (N. 58° 57' E.) One Hundred Forty and 00/100 (140.00) feet; thence South Thirty one degrees, Three minutes East (S. 31° 03' E.) One Thousand Seven Hundred Seventeen and 75/100 (1717.75) feet; thence North Forty degrees, Forty-two minutes East (N. 40° 42' E.) One Thousand Seven Hundred Four and 52/100 (1704.52) feet; thence South Twenty one degrees, Fifty-eight minutes, Thirty seconds East (S. 21° 58' 30" E.) One Thousand Five Hundred Thirty-six and 62/100 (1536.62) feet; thence North Thirty degrees, Twenty-seven minutes East (N. 30° 27' E.), Two Thousand One Hundred Eighty-six and 14/100 (2186.14) feet; thence South Seventeen degrees, Eighteen minutes East (S. 17°

18° E.) Two Thousand Seventy-two and 90/100 (2072.90) feet; thence North Thirty-four degrees, Twenty-seven minutes East (N. 34° 27' E.) Seven Hundred Sixty-seven and 57/100 (767.57) feet; more or less, to an intersection with the east line of said Section Nine (9) from which point the east quarter corner is distant north Sixteen and 34/100 (16.34) feet; thence South along said east line One Hundred Ninety-three and 33/100 (193.33) feet; thence South Thirty-four degrees, Twenty-seven minutes West (S. 34° 27' W.) Five Hundred Twenty-two and 89/100 (522.89) feet; thence South Four degrees, Twenty-seven minutes West (S. 04° 27' W.) One Hundred Ten and 05/100 (110.05) feet; thence South Eighty-five degrees, Thirty-three minutes East (S. 85° 33' E.) Three Hundred Seven and 51/100 (307.51) feet to an intersection with the east line of said Section Nine (9); thence South along the east line thereof Two Hundred and 67/100 (200.67) feet; thence North Eighty-five degrees, Thirty-three minutes West (N. 85° 33' W.), Three Hundred Forty-eight and 88/100 (348.88) feet; thence South Four degrees, Twenty-seven minutes West (S. 4° 27' W.) Four Hundred and 00/100 (400.00) feet; thence North Eighty-five degrees, Thirty-three minutes West (N. 85° 33' W.), Two Hundred and 00/100 (200.00) feet; thence North Four degrees, Twenty-seven minutes East (N. 4° 27' E.), Four Hundred and 00/100 (400.00) feet; thence North Eighty-five degrees, Thirty-three minutes West (N. 85° 33' W.) One Thousand Five Hundred Forty-five and 00/100 (1545.00) feet; thence South Four degrees, Twenty-seven minutes West (S. 4° 27' W.) Four Hundred and 00/100 (400.00) feet; thence North Eighty-five degrees, Thirty-three minutes West (N. 85° 33' W.), Two Hundred and 00/100 (200.00) feet; thence North Four degrees, Twenty-seven minutes East (N. 4° 27' E.) Four Hundred and 00/100 (400.00) feet; thence North Eighty-five degrees, Thirty-three minutes West (N. 85° 33' W.) One Thousand Four Hundred Ninety-five and 00/100 (1495.00) feet; thence South Four degrees, Twenty-seven minutes West (S. 4° 27' W.) Four Hundred and 00/100 (400.00) feet; thence North Eighty-five degrees, Thirty-three minutes West (N. 85° 33' W.) Two Hundred and 00/100 (200.00) feet; thence North Four degrees, Twenty-seven minutes East (N. 4° 27' E.), Four Hundred and 00/100 (400.00) feet; thence North Eighty-five degrees, Thirty-three minutes West (N. 85° 33' W.), One Thousand Three Hundred Nine and 97/100 (1309.97) feet, more or less, to an intersection with the west line of said Section Nine (9); thence North along the west line thereof Two Hundred and 70/100 (200.70) feet, more or less, to the point of beginning;

EXCEPTING therefrom the following described land:

Commencing at a point in the West line of said Section Nine (9), Township Six (6) South, Range Eleven (11) East, San Bernardino Base and Meridian, which is Three Hundred Seventy-two and 49/100 (372.49) feet south of the west quarter corner thereof; thence South Eighty-five degrees, Thirty-three minutes East (S. 85° 33' E.) One Thousand Five Hundred Thirty-three and 13/100 (1533.13) feet, more or less, to the point of beginning; thence continuing South Eighty-five degrees, Thirty-three minutes East (S. 85° 33' E.) One Thousand Four Hundred Sixty-three and 15/100 (1463.15) feet; thence North Twenty-one degrees, Fifty-eight minutes, Thirty seconds West (N. 21° 58' 30" W.) One Thousand Three Hundred Twenty-eight and 15/100 (1328.15) feet; thence South Forty degrees, Forty-two minutes West (S. 40° 42' W.), One Thousand Four Hundred Seventy-four and 85/100 (1474.85) feet, more or less, to the point of beginning;

Also

Commencing at a point in the West line of said Section Nine (9) which is Three Hundred Seventy-two and 49/100 (372.49) feet south of the west quarter corner thereof; thence South Eighty-five degrees, Thirty-three minutes East (S. 85° 33' E.) Three Thousand Two Hundred Twenty-four and 51/100 (3224.51) feet, to the point of beginning; thence continuing South Eighty-five degrees, Thirty-three minutes East, (S. 85° 33' E.) One Thousand Five Hundred Fourteen and 59/100 (1514.59) feet; thence North Seventeen degrees, Eighteen minutes West (N. 17° 18' W.) One Thousand Eight Hundred Thirty-nine and 05/100 (1839.05) feet; thence South Thirty degrees, Twenty-seven minutes West (S. 30° 27' W.) One Thousand Nine Hundred and 47/100 (1900.47) feet, more or less, to the point of beginning; Also

A right of way for highway purposes, drainage ditches and levees, over, upon and across the following described land:

All that portion of the South Half of Northwest Quarter (S½ of NW¼) Southeast Quarter of Northeast Quarter (SE¼ of NE¼) and South Half (S½) of Section Eleven (11), Township Six (6) South, Range Eleven (11) East, San Bernardino Base and Meridian, described as follows:

Beginning at a point in the West line of said Section Eleven (11) One Thousand Two Hundred Seventy-eight and 05/100 (1278.05) feet north of the southwest corner thereof; thence South Eighty-five degrees, Thirty-three minutes East (S. 85° 33' E.) Two Thousand Seven Hundred Sixty-six and 60/100 (2766.60 feet; thence South Four degrees, Twenty-seven minutes West (S. 4° 27' W.) Four Hundred and 00/100 (400.00) feet; thence South Eighty-five degrees, Thirty-three minutes East (S. 85° 33' E.)

Two Hundred and 00/100 (200.00) feet; thence North Four degrees, Twenty-seven minutes East (N. 4° 27' E.), Four Hundred and 00/100 (400.00) feet; thence South Eighty-five degrees, Thirty-three minutes East (S. 85° 33' E.) One Thousand Five Hundred Thirty-two and 69/100 (1532.69) feet; thence along a curve to the right with a radius of Three Thousand Nine Hundred Fifty and 00/100 (3950.00) feet through an angle of Twelve degrees, Fourteen minutes, Ten seconds (12° 14' 10") a distance of Eight Hundred Forty-three and 56/100 (843.56) feet, more or less, to an intersection with the east line of said Section Eleven (11) at a point Seven Hundred Eighty-four and 98/100 (784.98) feet north of the southeast corner thereof; thence North along the east line thereof Two Hundred Eight and 49/100 (208.49) feet; thence on a curve to the left with a radius of Four Thousand One Hundred Fifty and 00/100 (4150.00) feet through an angle of Eleven degrees, Twenty-four minutes Ten Seconds (11° 24' 10") a distance of Eight Hundred Twenty-five and 92/100 (825.92) feet; thence North Eighty-five degrees, Thirty-three minutes West (N. 85° 33' W.) One Thousand Five Hundred Twenty-five and 45/100 (1525.45) feet; thence North Forty-four degrees, Fifty-seven minutes East (N. 44° 57' E.), Three Thousand One Hundred Twenty-five and 36/100 (3125.36) feet; thence South Twenty-two degrees, Forty-nine minutes, Thirty seconds East (S. 22° 49' 30" E.), Three Hundred Six and 67/100 (306.67) feet to an intersection with the east line of said Section Eleven (11); thence north along the east line thereof Three Hundred Sixty-three and 15/100 (363.15) feet; thence North Twenty-two degrees Forty-nine minutes Thirty seconds West (N. 22° 49' 30" W.) One Hundred Forty-seven and 62/100 (147.62) feet; thence South Forty-four degrees, Fifty-seven minutes West (S. 44° 57' W.) Three Thousand Three Hundred Forty-six and 62/100 (3346.62) feet; thence North Thirty-eight degrees, Fifty-four minutes, Thirty seconds West (N. 38° 54' 30" W.) Two Thousand Two Hundred Sixty-three and 86/100 (2263.86) feet; thence South Forty-six degrees, Twenty-seven minutes West (S. 46° 27' W.) Two thousand Seventeen and 81/100 (2017.81) feet, more or less, to an intersection with the west line of said Section Eleven (11); thence South along the West line thereof Three Hundred Ninety-nine and 99/100 (399.99) feet, more or less, to the point of beginning;

EXCEPTING THEREFROM the following described land:

Commencing at a point in the West line of said Section Eleven (11) Township Six (6) South, Range Eleven (11) East, San Bernardino Base and Meridian, which is north One Thousand Four Hundred Seventy-eight and 64/100 (1478.64) feet of the southwest corner thereof; thence South Eighty-five degrees, Thirty-three minutes East (S. 85° 33' E.) Thirty-one and 91/100 (31.91) feet to the point of beginning; thence North Four degrees, Twenty-seven minutes East (N. 4° 27' E.) Eighty-six and 77/100 (86.77) feet; thence North Forty-six degrees, Twenty-seven minutes East (N. 46° 27' E.), One Thousand Nine Hundred Twenty and 16/100 (1920.16) feet; thence South Thirty-eight degrees, Fifty-four minutes, Thirty seconds East (S. 38° 54' 30" E.), Two Thousand Eighty-one and 95/100 (2081.95) feet; thence North Eighty-five degrees, Thirty-three minutes West (N. 85°33' W.) Two Thousand Seven Hundred Fourteen and 22/100 (2714.22) feet, more or less, to the point of beginning; Also

A right of way for highway purposes over, upon and across the following described land:

All that portion of the North Half of North Half (N½ of N½) of Section Thirteen (13) Township Six (6) South, Range Eleven (11) East, San Bernardino Base and Meridian, described as follows:

Beginning at a point in the north line of said Section Thirteen (13), Six Hundred Fifty-four and 61/100 (654.61) feet west of the north quarter corner thereof; thence from a tangent which bears South Sixty-eight degrees, Sixteen minutes, Fifty-nine seconds East (S. 68° 16' 59" E.) along a curve to the left with a radius of Nine Thousand Nine Hundred Fifty and 00/100 (9950.00) feet through an angle of Three degrees, Thirty-three minutes, Fifteen seconds (3° 33' 15") a distance of Six Hundred Seventeen and 22/100 (617.22) feet; thence from a tangent which bears South Seventy-six degrees, Two minutes, Forty-four seconds East, (S. 76° 02' 44" E.) along a curve to the left with a radius of Two Thousand Nine Hundred Sixty and 00/100 (2960.00) feet through an angle of Twenty-three degrees, No minutes, Forty-six seconds (23° 00' 46") a distance of One Thousand One Hundred Eighty-eight and 88/100 (1188.88) feet; thence South Nine degrees, Three minutes, Thirty-seconds East (S. 9° 03' 30" E.) Eighty and 00/100 (80.00) feet; thence South Eighty degrees, Fifty-six minutes, Thirty seconds West (S. 80° 56' 30" W.) Four Hundred Eighty-two and 78/100 (482.78) feet; thence from a tangent which bears South Seventy-six degrees, Seven minutes, Thirty-three seconds East (S. 76° 07' 33" E.) along a curve to the left with a radius of Nine Thousand Nine Hundred Fifty and 00/100 (9950.00) feet through an angle of Eleven degrees, Forty minutes, Fifty-seven seconds (11° 40' 57") a distance of Two Thousand Twenty-eight and 79/100 (2028.79) feet, more or less, to an intersection with the east line of said Section Thirteen (13); thence south along the east line thereof Two Hundred and 16/100 (200.16) feet; thence concentric with the last mentioned curve along a curve to the right with a radius of Ten Thousand One Hundred Fifty and 00/100 (10150.00) feet through an angle of Twenty-two degrees, Fifteen minutes, Forty-three seconds

(22° 15' 43") a distance of Three Thousand Nine Hundred Forty-three and 72/100 (3943.72) feet, more or less, to an intersection with the North line of said Section Thirteen (13); thence East along the North line thereof Five Hundred Twelve and 64/100 (512.64) feet, more or less, to the point of beginning; Also

All that portion of the Southeast quarter of Northeast quarter (SE¼ of NE¼) of said Section Thirteen (13) Township Six (6) South, Range Eleven (11) East, San Bernardino Base and Meridian, described as follows:

Beginning at a point in the east line of said Section Thirteen (13) Four Hundred Thirty-Three and 46/100 (433.46) feet north of the east quarter corner thereof; thence South Twenty-two degrees, Forty-four minutes West (S. 22° 44' W.) Four Hundred Eleven and 80/100 (411.80) feet; thence North Sixty-seven degrees, Sixteen minutes West (N. 67° 16'W.), One Hundred Forty and 00/100 (140.00) feet; thence North Twenty-two degrees, Forty-four minutes East (N. 22° 44' E.), Seven Hundred Forty-four and 11/100 (744.11) feet to an intersection with the east line of said Section Thirteen (13); thence south along the east line thereof Three Hundred Sixty and 60/100 (360.60) feet, more or less, to the point of beginning.

Rights of way over Section Three (3) Township Six (6) South, Range Ten (10) East, San Bernardino Base and Meridian, subject to rights of way Sixty (60) and Fifty (50) feet in width for road and telephone line conveyed to The Metropolitan Water District of Southern California, by Deed No. 3733-R, Dated April 2, 1934.

Rights of way over Section Eleven (11) Township Six (6) Souty, Range Ten (10) East, San Bernardino Base and Meridian, subject to right of way eighty (80) feet in width for roadway and water pipe line conveyed to The Metropolitan Water District of Southern California by deed No. 3734-R, dated April 2, 1934.

Rights of way over Section Seven (7) Township Six (6) South, Range Eleven (11) East, San Bernardino Base and Meridian, subject to right of way One Hundred and 00/100 (100.00) feet in width, for telephone and telegram lines, and/or underground cables, conveyed to Southern California Telephone Company by Deed No. 3910-R, dated February 16, 1932; also subject to right of way Fifty (50) feet in width for road and right of way Thirty (30) feet in width for telephone line, conveyed to the Metropolitan Water District of Southern California, by Deed No. 3717-R, dated February 17, 1934.

Approved as to form by General Solicitor
July 24, 1934.

Subject to the condition that if at any time the use of any part or parts or all of the right or rights of way hereby granted, for the aforesaid purpose or purposes, shall be discontinued for a continuous term of two (2) years, or if any part or parts or all thereof shall be used for any other purpose, all rights hereunder shall thereupon immediately cease and determine as to such part or parts or as to all such right or rights of way, the use of which shall have been so discontinued or used for any other purpose, and the right of use and possession thereof and the title thereto shall immediately revert to and revest in Vendor, its successors and assigns.

The foregoing conveyance is subject to a right of way of lawful width for any and all existing and lawfully established county roads.

IN WITNESS WHEREOF, Vendor has caused its name to be hereunto subscribed by its Officers, first duly authorized, and its seal to be affixed, on the date herein first written.

SOUTHERN PACIFIC LAND COMPANY,
By Roy G. Hillebrand, Vice President,
By D. P. Ewing, Assistant Secretary.

(CORPORATE SEAL)

Countersigned:
J. J. Henderson,
For Land Commissioner.

Countersigned:
H. M. Strohlein,
For General Auditor.

H.W.L. Sale No. 7520-R. Date March 27, 1936. Appraisal No. 786.
D.
P.M.H.
Approved as to form by General Solicitor
July 24, 1934.

STATE OF CALIFORNIA)
CITY AND COUNTY OF SAN FRANCISCO)ss.

On June 8th, 1936, before me, Frank Hervey, a Notary Public in and for the said City and County, personally appeared Roy G. Hillebrand, known to me to be the Vice President, and D. P. Ewing, known to me to be the Assistant Secretary of Southern Pacific Land Company, the corporation described in and that executed the within instru-

ment, and also known to me to be the persons who executed it on behalf of the corporation therein named, and they, being by me duly sworn, did each on his own behalf depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures; that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and said Roy G. Hillebrand, and O. P. Ewing, acknowledged to me that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said City and County, the day and year in this certificate first above written.

Frank Harvey,
Notary Public in and for the City and
County of San Francisco, State of California.

(NOTARIAL SEAL)

My commission expires June 20, 1939.

(CERTIFICATE OF ACCEPTANCE, CIVIL CODE, SECTION 1158)

THIS IS TO CERTIFY, that the State of California, acting by and through the Department of Public Works, Division of Highways, hereby consents to execution and recordation of the within quitclaim deed, and accepts for public purposes the real property and/or interest therein and/or easement thereon, therein described.

IN WITNESS WHEREOF, I have hereunto set my hand, this 3rd day of September 1936.

EARL LEE KELLY,
Director of Public Works
By R. L. Beuthel,
Attorney in fact.

Acceptance requested.
Geo. S. Pingry,
Right of way Agent.
District XI.

Entered in record of deeds.
5/20/36 R.K.C.
Entered on Record Card.
5/21/36 E.C.O.

Received for Record Sep 5, 1936, at 8 o'clock A. M. at request of Div. of Highways, Copied in Book No. 293 of Official Records, page 268 et seq, Records of Riverside County, California. #4355.

Fees $ None

Jack A. Ross, Recorder,
By F. B. Row, Deputy Recorder.

Compared: Copyist E. Ferrand; Comparer L. Hyde.

******

TIMOTHY DWIGHT BRIGDEN)
TO)
URSULA P. BRIGDEN)

THIS INDENTURE, Made this first day of September, in the year of our Lord one thousand nine hundred thirty-six, between TIMOTHY DWIGHT BRIGDEN, husband of Grantee, party of the first part, and URSULA P. BRIGDEN, his wife, as her separate property party of the second part.

WITNESSETH: that for and in Consideration of the sum of One and No/100 Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, the said party of the first part does by these presents remise, release, and forever quitclaim unto the said party of the second part, and to her heirs and assigns forever, all that certain lot or parcel of land situate in the County of Riverside, State of California, and bounded and particularly described as follows, to-wit:

Lot Fifty-three (53) of Tahquitz Park, as shown by Map on file in Book 10 page 2 of Maps, records of Riverside County, California.

42339

Recording requested by
and when recorded mail to:

AMERICAN TELEPHONE AND
TELEGRAPH COMPANY
3380 14th Street, Suite 215
Riverside, California 92501

Parcel No.

PAID
Doc. Transfer Tax
W. S. BALDWIN
RIV CO RECORDER

RECEIVED FOR RECORD
MAR 31 1972

Space above this line for recorder's use.

Documentary Transfer Tax Due $ .55

Signed Dale F. Bruckner

Right of Way Supervisor
Title

GRANT OF COMMUNICATION SYSTEMS EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, the undersigned hereby grant(s) to AMERICAN TELEPHONE AND TELEGRAPH COMPANY, a corporation, its associated and allied companies, its and their respective successors, assigns, lessees and agents (hereinafter collectively called "grantees") a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wave guides, wires, conduits, manholes, drains, splicing boxes, repeaters, repeater housings, and other facilities for similar uses, together with surface testing-terminals, markers, and other appurtenances, upon, over and under a strip of land fifty feet wide across the land which the undersigned own(s) or in which the undersigned have (has) any interest as described in the attached Exhibit "A" and hereby made a part hereof, together with the following rights: of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and during construction periods to clear and use additional areas as required on each side of said strip; and to install gates and stiles in any fences crossing said strip.

The undersigned hereby covenant(s): not to erect or construct a building or a structure or to permit a structure to be erected or constructed within the limits of said easement; not to plant trees or to drill wells within the limits of said easement; and not to grant other easements on, under or over this easement without grantee's prior written approval.

The grantees agree that the said cables shall be buried below plow depth in order not to interfere with the ordinary cultivation of the strip, and to pay for damage done to fences and growing crops damaged in the course of the construction and maintenance activities associated with the aforesaid systems. The undersigned shall have the right to use and enjoy the land occupied by the said right of way and easement except when such use shall interfere with the rights herein granted to the grantees.

The covenants, terms, conditions, and provisions herein shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, assigns, lessees and agents of the parties hereto.

Executed this 23rd day of December, 1971, at Riverside, Calif.

WITNESS:

Virginia C. Conrad
Richard W. Cullum

Norris R. Lasher (Seal)

(Seal)

Malcolm McFaull, Jr. (Seal)

(Seal)

(Seal)

(Seal)

42339

State of [illegible])
) ss.
County of [illegible])

On [illegible] 23, 1971 before me, the undersigned, a Notary Public in and for said State, personally appeared Morris E. Lanner known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Margaret C Conord
Notary Public in and for said State

[illegible]

State of California)
) ss.
County of Riverside)

On
before me, the undersigned, a Notary Public in and for said State, personally appeared

personally known to me to be the person whose name is subscribed to the within instrument, as a witness thereto, who being by me duly sworn, deposed and said: That he resides in County that he was present and saw

personally known to him to be the same person(s) described in and who executed the said within instrument, as grantor(s), sign, seal and deliver the same and that the said grantor(s) duly acknowledged in the presence of said affiant, that executed the same, and that the said affiant, thereupon at request subscribed his name as a witness thereto.

WITNESS my hand and official seal.

Notary Public in and for said State.

380035

State of Hawaii)
) ss.
County of Honolulu)

On December 17th 1971 before me, the undersigned, a Notary Public in and for said State, personally appeared Malcolm McFaull, Jr. known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Notary Public in and for said State

Notary Public, First Judicial Circuit
State of Hawaii
My Commission expires Sept. 19, 1973

State of California)
) ss.
County of Riverside)

On
before me, the undersigned, a Notary Public in and for said State, personally appeared

known to me to be the person(s) whose name(s) subscribed to the within instrument and acknowledged that executed the same

WITNESS my hand and official seal.

Notary Public in and for said State.

423139

380055

EXHIBIT A

This is the Exhibit A referred to in the Grant of Communication Systems Easement executed the 23rd day of NOVEMBER 19 77, by the undersigned Grantor(s).

Section 13, Township 6 South, Range 11 East, San Bernardino Base and Meridian, County of Riverside, State of California, as shown by United States Government Survey, approved by United States General for California on March 9, 1914.

EXCEPTING a right of way for highway purposes over all those portions granted to State of California by Deed recorded September 5, 1936 in Book 293, page 268 of Official Records.

The center line of the 50 foot wide strip is described as being 35 feet Southerly of the following described line:

Commencing at a point on the Easterly line of Section 13, Township 6 South, Range 11 East, San Bernardino Base and Meridian, at a point on the Easterly line of said Section 13, said point being Southerly 1243.50 feet of the Northeast corner of said Section 13; thence South 89° 01' 30" West, 164.11 feet; thence North 72° 10' 00" West 4161.47 feet to a point on the Northerly line of said Section 13; thence North 72° 10' 00" West 1208.01 feet; thence North 85° 22' 40" West 12.53 feet to a point on the Westerly line of Section 12, Township 6 South, Range 11 East, said point being 2264.62 feet Southerly of the West quarter corner of said Section 12.

EXCEPTING that portion within Section 12, Township 6 South, Range 11 East.

The Northerly and Southerly lines of said strip are to be shortened or prolonged to intersect with the Northerly and Easterly line of Section 13.

Norris K. Lashek

Malcolm McFaull, Jr.

Grantor

END RECORDED DOCUMENT, W. D. BALOGH, COUNTY RECORDER

Exhibit A-2.5

CDP-5 Preliminary Property Assessment, Title Report, Exceptions

Exhibit A-2.5.1.a

CDP-5 Preliminary Property Assessment

Sub-Area 1

PRELIMINARY PROPERTY ASSESSMENT

for

Colorado Desert Preserve
CDP-5, Sub-Area 1

This Property Assessment provides a summary and explanation (Attachment 1) of each recorded or unrecorded lien or encumbrance on, or interest in, certain real property containing approximately 80 acres located in the County of ***Riverside***, State of California, designated as Assessor's Parcel Numbers ***810-100-003*** (the "Property"), as legally described in the Preliminary Report (Exhibit A-2.5.2.a) issued by ***Lawyers Title Company***, ***dated May 14, 2010***, ***File No. 610600106*** (the "Preliminary Report"). A copy of each lien, encumbrance, and/or other exception to title is provided in Exhibit A-2.5.3.a.

Attachment 1
Summary and Explanation of Encumbrances

Schedule B recorded exceptions listed in the title report include:

There are a total of nine listed exceptions or exclusions in this title report. Exceptions A, B, 1-3 and 6-7 are standard, non-recorded exceptions. These exceptions include property taxes, supplemental taxes and/or assessments, if applicable, and standard exceptions such as rights and easements not of public record.

EASEMENTS AND RIGHTS OF WAY

Preliminary Report Exception or Exclusion #: 4

- Dated: January 16, 1956, Book 1847 Page 495
- Description: Reservations and/or provisions contained in the patent from the United States of America.
- Analysis: The patent reserves to the State of California, all oil, gas, and other mineral rights and the right to drill for and extract such minerals.

Preliminary Report Exception or Exclusion #: 5

- Description: The fact that the public record does not disclose that the ownership of said land includes rights of access to or from any public street.
- Analysis: This property is included in a Bureau of Land Management's Right of Way Application Form #SF-299. The approval of this application will result in an easement granted to Wildlands, its successors, assigns, consultants, etc. as legal, perfected access to the Property.

MINERAL INTERESTS

See Exception #4.

Exhibit A-2.5.2.a

CDP-5 Title Report

Sub-Area 1

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

Lawyers Title
275 W. Hospitality Lane #200
San Bernardino, CA 92408

Attn: Coleen Graves

Title Officer: Joe Lardieri/ Randall Wong--LT
email: tu60@ltic.com
Phone No.:
Fax No.:
File No.: 610600106

Your Reference No:

Property Address: Vacant Land, Riverside Area, California

PRELIMINARY REPORT

Dated as of May 14, 2010 at 7:30 a.m.

In response to the above referenced application for a policy of title insurance, Lawyers Title - IE 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.

File No: 610600106

SCHEDULE A

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

CLTA Standard Owners
ALTA Loan 2006

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:

ROBERT B. HELMAND, a single man

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

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

File No: 610600106

EXHIBIT "A"

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

The South One-Half of the Southwest One-Quarter of Section 16, Township 5 South, Range 17 East, San Bernardino Base and Meridian, in the County of San Bernardino, State of California, records of said County.

EXCEPT THEREFROM the oil, gas, minerals, and other hydrocarbon substances lying below the surface of said land, as provided in deeds of record.

TAX ASSESSOR'S NUMBER: 810-100-003-3

File No: 610600106

SCHEDULE B – Section A

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may 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.

File No: 610600106

SCHEDULE B – Section B

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

A. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, to be levied for the fiscal year 2010 – 2011 which are a lien not yet payable.

B. Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenue and Taxation Code of the State of California.

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

2. Any easements not disclosed by those public records which impart constructive notice and which are not visible and apparent from an inspection of the surface of said land.

3. An easement in favor of the public over any existing roads lying within said land.

4. The following reservations and/or provisions contained in the patent from the United States of America.
Recorded: January 16, 1956, in Book 1847, Page 495 of Official Records

   Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; also a right of way for ditches or canals constructed by authority of the United States as reserved in said patent.

5. The fact that the public record does not disclose that the ownership of said land includes rights of access to or from any public street. Notwithstanding the insuring clauses of the policy, the Company does not insure against loss of damage by reason of a lack of a right of access to and from the land.

6. Title search discloses no open deeds of trust. Please confirm prior to close of escrow.

7. Any rights, interests or claims of parties in possession of the land not shown by the public records.

END OF SCHEDULE B EXCEPTIONS

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

File No: 610600106

REQUIREMENTS SECTION:

Req. No. 1: The Company will require a statement of information from the parties named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matters which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon.

Parties: Buyers and/or Sellers

Req. No. 2: This Company will require that a full copy of any unrecorded agreement, contract or lease be submitted to us, together with all supplements, assignments and amendments, before any policy of title insurance will be issued.

File No: 610600106

INFORMATIONAL NOTES SECTION

Note No. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.

Note No. 2: The current owner does NOT qualify for the $20.00 discount pursuant to the coordinated stipulated judgments entered in actions filed by both the Attorney General and private class action plaintiffs for the herein described property.

Note No. 3: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and 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 check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The 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 such 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 to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with 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.

WIRING INSTRUCTIONS FOR THIS OFFICE ARE:

Union Bank
1980 Saturn Street, V03-012
Monterey Park, CA 91755
(800) 849-6466
ABA # 122000496
CREDIT TO: Lawyers Title - IE
ACCOUNT #: 9101081413

RE: 610600106

PLEASE INDICATE Lawyers Title - IE TITLE ORDER NUMBER

Note No. 4: The charges which the company will make for next day messenger services (i.e. Federal Express, UPS, DHL, Airborne, Express mail, etc.) are $15.00 per letter, standard overnight service, and $25.00 for larger size packages and/or priority delivery services. Such charges include the cost of such messenger service and the company's expenses for arranging such messenger service and its overhead and profit. Special messenger services will be billed at the cost of such services. There will be no additional charge for pick-up or delivery of packages via the company's regularly scheduled messenger runs.

File No: 610600106

Note No. 5: None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an ALTA Loan Policy, when issued.

Note No. 6: The following information will be included in the CLTA Form 116 or ALTA Form 22-06 Endorsement to be issued pursuant to this order:

There is located on said land: Vacant Land
Known as: Vacant Land, Riverside Area, California

Note No. 7: The only conveyances affecting said land, which recorded within 24 months of the date of this report, are as follows

Grantor:	Robert B. Helmand, Trustee of Pacific Land Money Purchase Pension Plan under Trust Agreement dated January 1, 1986, who acquired title as Basher Ahmad, as Trustee of Pacific Land Exchange Pension Trust under Trust Agreement dated January 1, 1986
Grantee:	Robert B. Helmand, a single man
Recorded:	December 17, 2009, as Instrument No. 2009-0649149 of Official Records

Note No. 8: THIS COMPANY REQUIRES CURRENT BENEFICIARY DEMANDS PRIOR TO CLOSING. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:

(a) If this Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be in addition to the verbal hold the lender may have stipulated.

(b) If this Company cannot obtain a verbal update on the demand, we will either pay off the expired demand, or wait for the amended demand, at our discretion.

(c) All payoff figures are verified at closing. If the customer's last payment was made within 15 days of closing, our Payoff Department may hold one month's payment to insure check has cleared the bank (unless a copy of the cancelled check is provided, in which case there will be no hold).

Note No. 9: Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year shown below, are paid. For proration purposes the amounts are:

Fiscal year	2009 - 2010
1st Installment:	$48.66
2nd Installment:	$48.66
Land Value	$9,543.00
Improvement Value:	$none
Exemption:	$none
Code Area:	062-000
Assessment No.:	810-100-003-3

Processor: mlo
Date Typed: May 25, 2010

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:

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, 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.

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:

1. 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.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This

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Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. 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.
4. 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.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.
   This Exclusion does not limit the coverage described in Covered Risk 11 or 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:	**1% of Policy Amount or $2,500** (whichever is less)	**$10,000**
Covered Risk 15:	**1% of Policy Amount or $5,000** (whichever is less)	**$25,000**
Covered Risk 16:	**1% of Policy Amount or $5,000** (whichever is less)	**$25,000**
Covered Risk 18:	**1% of Policy Amount or $2,500** (whichever is less)	**$5,000**

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:
1. 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.
2. 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
3. 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
4. Failure to pay value for your title.
5. 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.

AMERICAN LAND TITLE ASSOCIATION 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:
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

File No: 610600106

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 (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.
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 or any consumer credit protection or truth in lending law.
6. 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.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee 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 or 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 judgment 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 General Exceptions:

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

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

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

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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.

AMERICAN LAND TITLE ASSOCIATION 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:

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(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment 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 General Exceptions:

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 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.

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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 s 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.

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

Order No. 610600106

Notice of Available Discounts

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

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

FNF Underwritten Title Company
LTC – Lawyers Title Company

FNF Underwriter
LTIC – Lawyers Title Insurance Corp.

Available Discounts

FEE REDUCTION SETTLEMENT PROGRAM (LTC and LTIC)
Eligible customers shall receive a $20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in The People of the State of California.

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

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

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

Order No: 610600106

"Notice to Customers"

(**I**nvolves **R**esidential **R**eal **P**roperty in **C**alifornia **ONLY**)

You may be entitled to receive a $20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do no have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is subject of your current transaction, you must – prior to the close of the current transaction – inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company if the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you quality for a discount which is subject to other terms and conditions.

Name: _____

Address: _____

Telephone No: _____

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

Order No: 610600106

"Notice to Customers"

(**I**nvolves **R**esidential **R**eal **P**roperty in **C**alifornia **ONLY**)

You may be entitled to receive a $20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do no have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is subject of your current transaction, you must – prior to the close of the current transaction – inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company if the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you quality for a discount which is subject to other terms and conditions.

Name: _____

Address: _____

Telephone No: _____

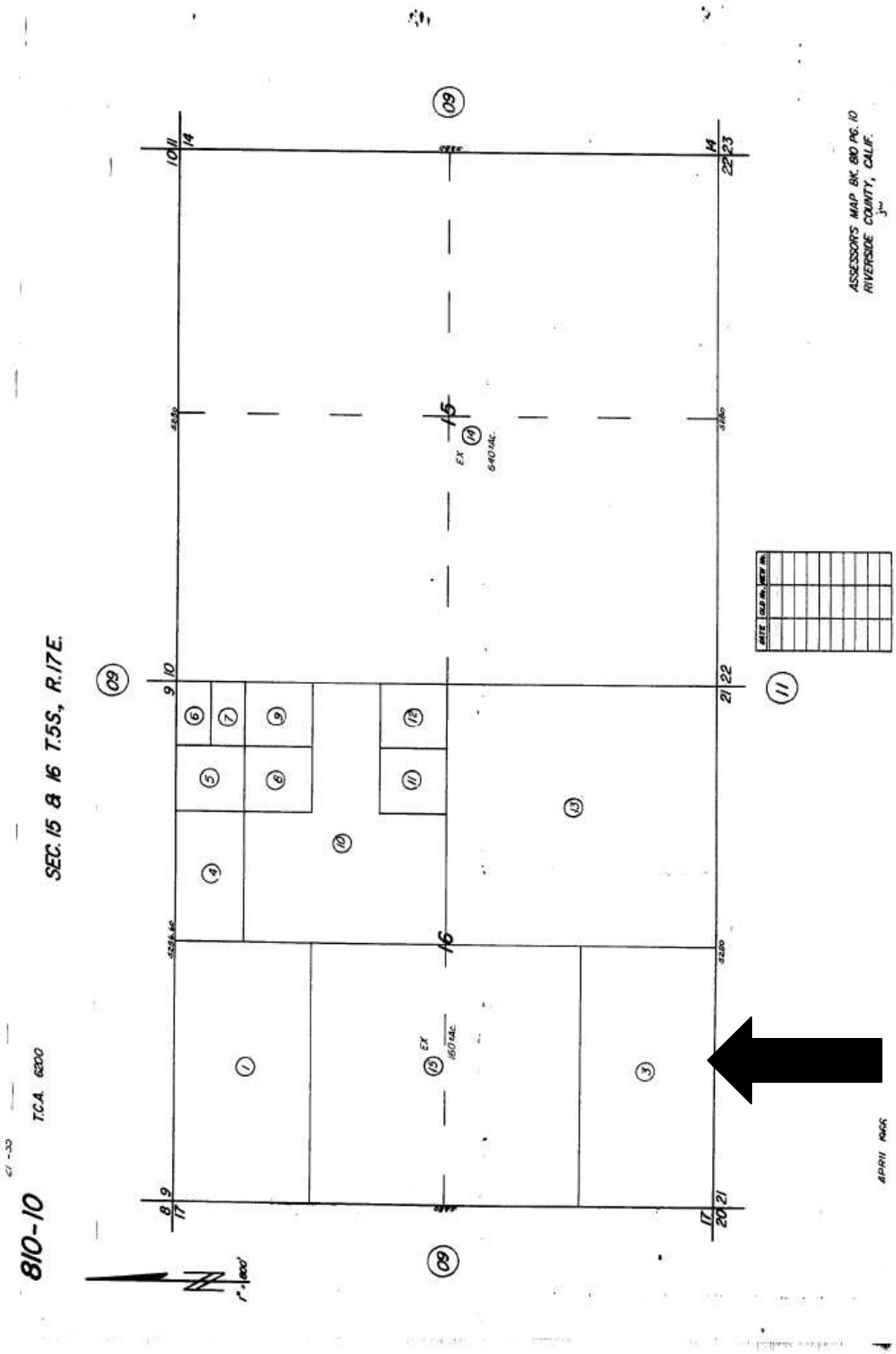
810-10
T.C.A. 6200
SEC. 15 & 16 T.5S., R.17E.
ASSESSOR'S MAP BK. 810 PG. 10
RIVERSIDE COUNTY, CALIF.
APRIL 1968
EX 640 AC.
EX 160 AC.

Exhibit A-2.5.3.a

CDP-5 Exceptions

Sub-Area 1

State of California

To All to whom these Presents shall come, Greeting:

WHEREAS, *Under the provisions of an Act of the Congress of the United States, entitled "An Act to provide for the survey of the public lands in California, the granting of preemption rights therein, and for other purposes," approved March third, eighteen hundred and fifty-three, there was granted to the State of California, the sixteenth and thirty-sixth sections of each township in said State and lands selected in lieu thereof under the provisions of said Act and also under the provisions of subsequent Acts of said Congress of the United States; and whereas, the Legislature of the State of California has provided for the sale and conveyance of said lands by statutes enacted from time to time; and whereas, it appears by the certificate of* Rufus W. Putnam, Executive Officer *of the State Lands Commission No.* 19802 *, issued in accordance with the provisions of law, bearing date the* 5th *day of* December *, 1955 , that the tracts of land hereinafter described have been duly and properly located in accordance with law, that the laws in relation thereto have been complied with, that payment in full has been made, and that* LEO GOODMAN *is entitled to receive a patent therefor;*

NOW, THEREFORE, *The State of California hereby grants to the said* LEO GOODMAN *the said tracts of land located as aforesaid, and which are known and described as follows, to wit:*

The north half of the northwest quarter, the south half of the southwest quarter and the southeast quarter of Section sixteen (16), Township five (5) south, Range seventeen (17) east, San Bernardino Meridian, reserving to the State of California all oil, gas, oil shale, coal, phosphate, sodium, gold, silver, and all other mineral deposits contained in said lands, and further reserving to the State of California, and persons authorized by the State, the right to drill for and extract such deposits of oil and gas, or gas, and to prospect for, mine, and remove such deposits of other minerals from said lands, and to occupy and use so much of the surface of said lands as may be required therefor, upon compliance with the conditions and subject to the provisions and limitations of Chapter 5, Part I, Division 6 of the Public Resources Code, and further reserving in the people the absolute right to fish thereupon as provided by Section 25 of Article I of the Constitution of the State of California.

Containing three hundred twenty (320) acres.

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IN TESTIMONY WHEREOF, I, GOODWIN J. KNIGHT

Governor of the State of California, have caused these Letters to be made Patent, and the Seal of the State of California to be hereunto affixed. Given under my hand at the City of Sacramento, this, the 13th day of December in the year of our Lord one thousand nine hundred and fifty-five.

Goodwin J. Knight
Governor of State

Attest: Frank M. Jordan
Secretary of State

Countersigned: Ralph M. Brown
TITLE: Executive Officer
STATE LANDS COMMISSION

Riverside County

RECEIVED FOR RECORD
JAN 16 1956
Grantee
BOOK 1847 PAGE 494
JACK A. ROSS
County Clerk

31123
When recorded return to:
Leo Goodman
629 So. Hill St.
Los Angeles 14
Calif.

DEC 14 1956

Exhibit A-2.5.1.b

CDP-5 Preliminary Property Assessment

Sub-Area 2

PROPERTY ASSESSMENT and WARRANTY

for

Colorado Desert Preserve
CDP- 5, Sub-Area 2

This Property Assessment provides a summary and explanation (Attachment 1) of each recorded or unrecorded lien or encumbrance on, or interest in, certain real property containing approximately 80 acres located in the County of ***Riverside***, State of California, designated as Assessor's Parcel Numbers ***810-100-001*** (the "Property"), as legally described in the Preliminary Report (Exhibit A-2.5.2.b) issued by ***Lawyers Title Company***, ***dated May 14, 2010***, ***File No. 610600105*** (the "Preliminary Report"). A copy of each lien, encumbrance, and/or other exception to title is provided in Exhibit A-2.5.3.b.

Attachment 1
Summary and Explanation of Encumbrances

Schedule B recorded exceptions listed in the title report include:

There are a total of eleven listed exceptions or exclusions in this title report. Exceptions A, B, 1-3 and 8-9 are standard, non-recorded exceptions. These exceptions include property taxes, supplemental taxes and/or assessments, if applicable, and standard exceptions such as rights and easements not of public record.

EASEMENTS AND RIGHTS OF WAY

Preliminary Report Exception or Exclusion #: 4

- Dated: January 16, 1956, Book 1847 Page 495
- Description: Reservations and/or provisions contained in the patent from the United Sates of America.
- Analysis: The patent reserves to the State of California, all oil, gas, and other mineral rights and the right to drill for and extract such minerals.

Preliminary Report Exception or Exclusion #: 5

- Dated: February 21, 1985, Inst. No. 35361
- Description: Matters contained in a document entitled "Notice of Intent to Preserve Mineral Rights"
- Analysis: This Notice has been determined to be a fraudulent document that was a blanket Notice recorded on thousands of properties. The Title Company will remove this exception prior to Close of Escrow.

Preliminary Report Exception or Exclusion #: 6

- Description: The fact that the public record does not disclose that the ownership of said land includes rights of access to or from any public street.
- Analysis: This property is included in a Bureau of Land Management's Right of Way Application Form #SF-299. The approval of this application will result in an easement granted to Wildlands, its successors, assigns, consultants, etc. as legal, perfected access to the Property.

Preliminary Report Exception or Exclusion #: 7

- Dated: December 17, 2009, Inst. No. 2009-0649148
- Description: The effect of a Quitclaim Deed
- Analysis: The Quitclaim Deed was recorded for the purpose of transferring title from Robert B. Helmand, Trustee of Pacific Land Money Purchase Pension Plan to Robert B. Helmand, a single man. This will not have a negative affect on the Conservation Easement.

MINERAL INTERESTS

See Exception #4

Exhibit A-2.5.2.b

CDP-5 Title Report

Sub-Area 2

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

Lawyers Title
275 W. Hospitality Lane #200
San Bernardino, CA 92408

Attn: Coleen Graves

Title Officer: Joe Lardieri/ Randall Wong--LT
email: tu60@ltic.com
Phone No.:
Fax No.:
File No.: 610600105

Your Reference No:

Property Address: Vacant Land, Riverside Area, California

PRELIMINARY REPORT

Dated as of May 14, 2010 at 7:30 a.m.

In response to the above referenced application for a policy of title insurance, Lawyers Title - IE 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.

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SCHEDULE A

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

CLTA Standard Owners
ALTA Loan 2006

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:

Robert B. Helmand, a single man

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

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

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EXHIBIT "A"

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

THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 17 EAST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

EXCEPT THEREFROM THE OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND, AS PROVIDED IN DEEDS OF RECORD.

Assessor's Parcel Number: 810-100-001-1

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SCHEDULE B – Section A

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may 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.

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SCHEDULE B – Section B

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

A. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, to be levied for the fiscal year 2010 – 2011 which are a lien not yet payable.

B. Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenue and Taxation Code of the State of California.

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

2. An easement in favor of the public over any existing roads lying within said land.

3. Any easements not disclosed by those public records which impart constructive notice and which are not visible and apparent from an inspection of the surface of said land.

4. Reservations and/or provisions contained in the patent from the United States of America.
   Recorded: January 16, 1956 in Book 1847 Page 494, of Official Records

5. The matters contained in a document entitled **"Notice of Intent to Preserve Mineral Rights"** recorded February 21, 1985 as Instrument No. 35361, of Official Records.

   Reference is made to said document for full particulars.

6. The fact that the public record does not disclose that the ownership of said land includes rights of access to or from any public street. Notwithstanding the insuring clauses of the policy, the Company does not insure against loss of damage by reason of a lack of a right of access to and from the land.

7. The effect of a Quit Claim Deed

   From: Robert B. Helmand, Trustee of Pacific Land Money Purchase Pension Plan under Trust Agreement as dated 1-1-86, who acquired title as Basher Ahmad, as Trustee of Pacific Land Exchange Pension Trust under Trust Agreement as dated 1-1-86
   To: Robert B. Helmand, a single man
   Dated: December 14, 2009
   Recorded: December 17, 2009 as Instrument No. 2009-0649148, of Official Records

   NOTE: at the time of the conveyance the Grantee is already the owner of said land

8. Any rights, interests or claims of parties in possession of the land not shown by the public records.

9. Title search discloses no open deeds of trust. Please confirm prior to close of escrow.

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END OF SCHEDULE B EXCEPTIONS

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

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REQUIREMENTS SECTION:

Req. No. 1: The Company will require a statement of information from the parties named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matters which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon.

Parties: Buyers and/or Sellers

Req. No. 2: This Company will require that a full copy of any unrecorded agreement, contract or lease be submitted to us, together with all supplements, assignments and amendments, before any policy of title insurance will be issued.

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INFORMATIONAL NOTES SECTION

Note No. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.

Note No. 2: The current owner does NOT qualify for the $20.00 discount pursuant to the coordinated stipulated judgments entered in actions filed by both the Attorney General and private class action plaintiffs for the herein described property.

Note No. 3: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and 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 check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The 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 such 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 to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with 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.

WIRING INSTRUCTIONS FOR THIS OFFICE ARE:

Union Bank
1980 Saturn Street, V03-012
Monterey Park, CA 91755
(800) 849-6466
ABA # 122000496
CREDIT TO: Lawyers Title - IE
ACCOUNT #: 9101081413

RE: 610600105

PLEASE INDICATE Lawyers Title - IE TITLE ORDER NUMBER

Note No. 4: The charges which the company will make for next day messenger services (i.e. Federal Express, UPS, DHL, Airborne, Express mail, etc.) are $15.00 per letter, standard overnight service, and $25.00 for larger size packages and/or priority delivery services. Such charges include the cost of such messenger service and the company's expenses for arranging such messenger service and its overhead and profit. Special messenger services will be billed at the cost of such services. There will be no additional charge for pick-up or delivery of packages via the company's regularly scheduled messenger runs.

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Note No. 5: The only conveyances affecting said land, which recorded within 24 months of the date of this report, are as follows

Grantor:	Robert B. Helmand, Trustee of Pacific Land Money Purchase Pension Plan under Trust Agreement as dated 1-1-86, who acquired title as Basher Ahmad, as Trustee of Pacific Land Exchange Pension Trust under Trust Agreement as dated 1-1-86
Grantee:	Robert B. Helmand, a single man
Recorded:	December 17, 2009 as Instrument No. 2009-0649148, of Official Records

Note No. 6: THIS COMPANY REQUIRES CURRENT BENEFICIARY DEMANDS PRIOR TO CLOSING. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:

(a) If this Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be in addition to the verbal hold the lender may have stipulated.

(b) If this Company cannot obtain a verbal update on the demand, we will either pay off the expired demand, or wait for the amended demand, at our discretion.

(c) All payoff figures are verified at closing. If the customer's last payment was made within 15 days of closing, our Payoff Department may hold one month's payment to insure check has cleared the bank (unless a copy of the cancelled check is provided, in which case there will be no hold).

Note No. 7: Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year shown below, are paid. For proration purposes the amounts are:

Fiscal year	2009 - 2010
1st Installment:	$146.05
2nd Installment:	$146.05
Land Value	$28,640.00
Improvement Value:	None
Exemption:	None
Code Area:	062-000
Assessment No.:	810-100-001-1

Processor: wh
Date Typed: May 24, 2010

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:

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, 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.

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:

1. 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.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This

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Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. 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.
4. 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.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.
   This Exclusion does not limit the coverage described in Covered Risk 11 or 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:	**1% of Policy Amount or $2,500** (whichever is less)	**$10,000**
Covered Risk 15:	**1% of Policy Amount or $5,000** (whichever is less)	**$25,000**
Covered Risk 16:	**1% of Policy Amount or $5,000** (whichever is less)	**$25,000**
Covered Risk 18:	**1% of Policy Amount or $2,500** (whichever is less)	**$5,000**

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:
1. 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.
2. 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
3. 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
4. Failure to pay value for your title.
5. 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.

AMERICAN LAND TITLE ASSOCIATION 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:
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

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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 (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.
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 or any consumer credit protection or truth in lending law.
6. 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.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee 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 or 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 judgment 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 General Exceptions:

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

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

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

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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.

AMERICAN LAND TITLE ASSOCIATION 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:

File No: 610600105

(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment 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 General Exceptions:

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 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.

File No: 610600105

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 s 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.

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

Order No. 610600105

Notice of Available Discounts

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

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

FNF Underwritten Title Company
LTC – Lawyers Title Company

FNF Underwriter
LTIC – Lawyers Title Insurance Corp.

Available Discounts

FEE REDUCTION SETTLEMENT PROGRAM (LTC and LTIC)
Eligible customers shall receive a $20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in The People of the State of California.

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

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

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

Order No: 610600105

"Notice to Customers"

(**I**nvolves **R**esidential **R**eal **P**roperty in **C**alifornia **ONLY**)

You may be entitled to receive a $20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do no have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is subject of your current transaction, you must – prior to the close of the current transaction – inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company if the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you quality for a discount which is subject to other terms and conditions.

Name: _____

Address: _____

Telephone No: _____

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

Order No: 610600105

"Notice to Customers"

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Unless you inform the Company if the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you quality for a discount which is subject to other terms and conditions.

Name: _____

Address: _____

Telephone No: _____

Order: 61060105 Doc: RV:A 810-10 Public Record Page 1 of 1 Created By: amandakerkhoff Printed: 05/19/2010 9:49:13 AM UMST

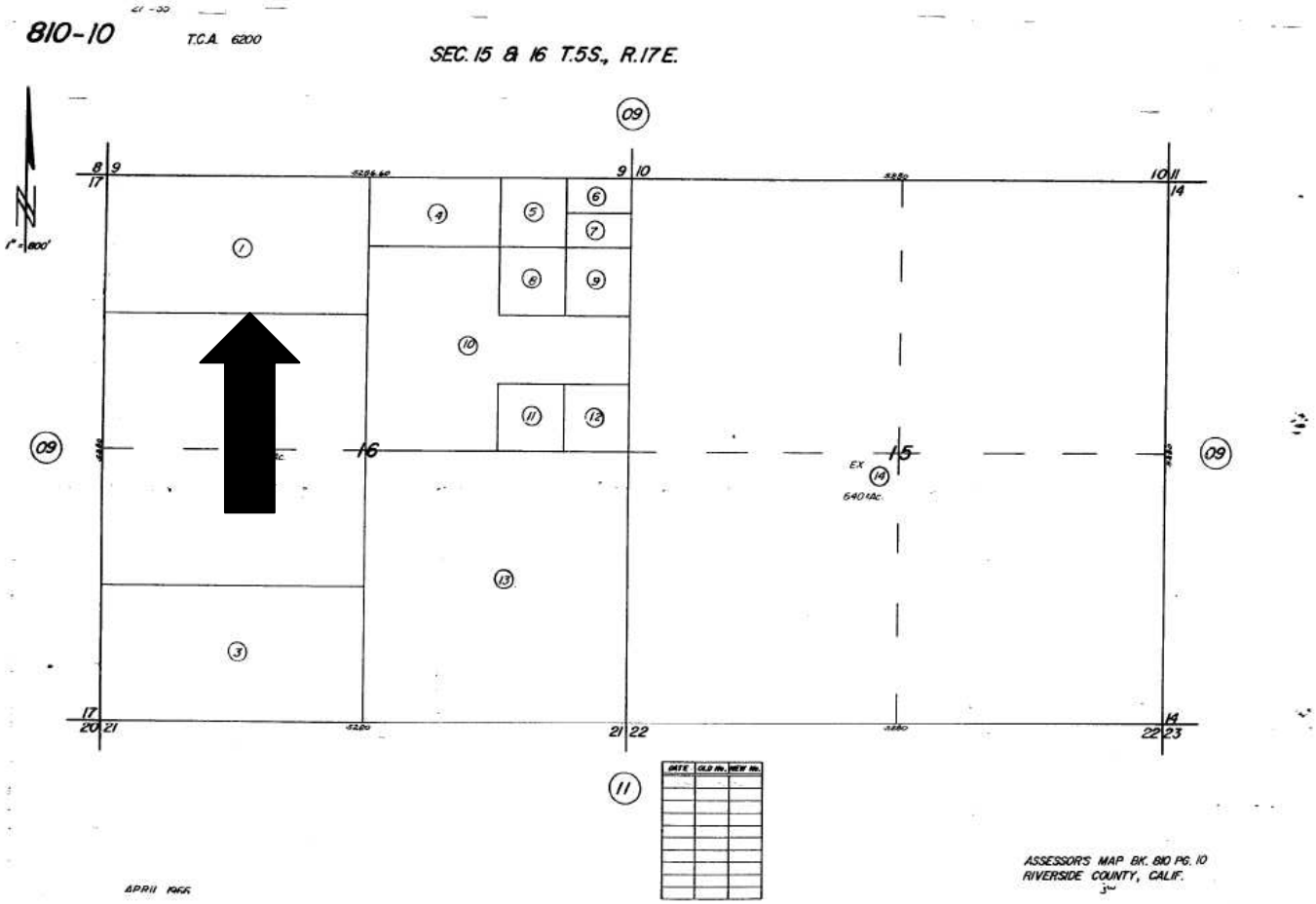

Exhibit A-2.5.3.b

CDP-5 Exceptions

Sub-Area 2

State of California

To All to whom these Presents shall come, Greeting:

WHEREAS, Under the provisions of an Act of the Congress of the United States, entitled "An act to provide for the survey of the public lands in California, the granting of preemption rights therein, and for other purposes," approved March third, eighteen hundred and fifty-three, there was granted to the State of California, the sixteenth and thirty-sixth sections of each township in said State and lands selected in lieu thereof under the provisions of said Act and also under the provisions of subsequent Acts of said Congress of the United States; and whereas, the Legislature of the State of California has provided for the sale and conveyance of said lands by statutes enacted from time to time; and whereas, it appears by the certificate of Rufus W. Putnam, Executive Officer of the State Lands Commission No. 19802, issued in accordance with the provisions of law, bearing date the 9th day of December, 1955, that the tracts of land hereinafter described have been duly and properly located in accordance with law, that the laws in relation thereto have been complied with, that payment in full has been made, and that LEO GOODMAN is entitled to receive a patent therefor;

NOW, THEREFORE, The State of California hereby grants to the said LEO GOODMAN the said tracts of land located as aforesaid, and which are known and described as follows, to wit:

The north half of the northwest quarter, the south half of the southwest quarter and the southeast quarter of Section sixteen (16), Township five (5) south, Range seventeen (17) east, San Bernardino Meridian, reserving to the State of California all oil, gas, oil shale, coal, phosphate, sodium, gold, silver, and all other mineral deposits contained in said lands, and further reserving to the State of California, and persons authorized by the State, the right to drill for and extract such deposits of oil and gas, or gas, and to prospect for, mine, and remove such deposits of other minerals from said lands, and to occupy and use so much of the surface of said lands as may be required therefor, upon compliance with the conditions and subject to the provisions and limitations of Chapter 5, Part I, Division 6 of the Public Resources Code, and further reserving in the people the absolute right to fish thereupon as provided by Section 25 of Article I of the Constitution of the State of California,

containing three hundred twenty (320) acres.

BOOK 1847 PAGE 495

IN TESTIMONY WHEREOF, I, GOODWIN J. KNIGHT

Governor of the State of California, have caused these Letters to be made Patent, and the Seal of the State of California to be hereunto affixed. Given under my hand at the City of Sacramento, this, the 13th day of December in the year of our Lord one thousand nine hundred and fifty-five.

Goodwin J. Knight
Governor of State

Attest: Frank M. Jordan
Secretary of State

Countersigned: Ralph Hetherington
TITLE Executive Officer
STATE LANDS COMMISSION

Riverside County

RECEIVED FOR RECORD
AT 30 MIN. PAST 11 O'CLOCK A.M. JAN 18, 1956
Grantee
BOOK 1847 PAGE 494
OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA
JACK A. ROSS
COUNTY RECORDER
FEES $ 1.00

3123
Written recorded
return to:
Leo Goodman
629 So. Hill St.
Los Angeles 14
Calif.

DEC 14 1956

35361

RECORDING INFORMATION

RECEIVED FOR RECORD AT 11:00 O'CLOCK A.M. FEB 21 1985

Recorded in Official Records of Riverside County, California

RECORDER

Fee $

Recording requested by:

The Goodman Trust of 1977

FOR USE OF C

After recording return to:

H. Howard Goodman, Trustee
The Goodman Trust of 1977
10880 Wilshire Boulevard
Suite 903
Los Angeles, California 90024

Indexing instructions.
This notice must be indexed as follows:
Grantor and grantee index -- each claimant is a grantor.

NOTICE OF INTENT TO PRESERVE MINERAL RIGHTS

This notice is intended to preserve mineral rights from extinguishment pursuant to Title 5 (commencing with Section 883.110) of Part 2 of Division 2 of the Civil Code (Marketable Record Title).

Claimant: Name: H. Howard Goodman as Trustee of The Goodman Trust of 1977

Mailing Address: 10880 Wilshire Boulevard, Suite 903
Los Angeles, CA 90024

Interest: Any and all mineral rights claimed by claimant in any real property situated in Riverside County, California.

I assert under penalty of perjury that this notice is not recorded for the purpose of slandering title to real property and I am informed and believe that the information contained in this notice is true. If this notice is made on behalf of a claimant, I assert under penalty of perjury that I am authorized to act on behalf of the claimant.

Signed: H. Howard Goodman
H. Howard Goodman as Trustee
of The Goodman Trust of 1977

Date: February 15th, 1985

END RECORDED DOCUMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On Feb. 15, 1985 before me, the undersigned, a Notary Public in and for said State, personally appeared H. Howard Goodman, pesonally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Signature: Harry L Meyers

OFFICIAL SEAL
HARRY L MEYERS
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires JUL 18, 1986

0959C41B/0212

DOC # 2009-0649149
12/17/2009 08:00A Fee:18.00
Page 1 of 2
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

RECORDING REQUESTED BY:
ROBERT B. HELMAND

AND WHEN RECORDED MAIL TO:

NAME ROBERT B. HELMAND

STREET ADDRESS 170 SOUTH MAIN STREET, SUITE 750

CITY, STATE ZIP SALT LAKE CITY, UT 84101

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QUIT CLAIM DEED

The undersigned grantor(s) declares(s) that the documentary transfer tax is **0.00** and is
___ computed on the full value of the interest or property conveyed, or is
___ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.
___ unincorporated area: _____ city of and
_X_ grantor transfers his interests from his Trust to himself R&T 11911 – 11934

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

ROBERT B. HELMAND, TRUSTEE OF PACIFIC LAND MONEY PURCHASE PENSION PLAN under Trust Agreement as dated 1-1-86, who acquired Title as BASHER AHMAD, AS TRUSTEE OF PACIFIC LAND EXCHANGE PENSION TRUST under Trust Agreement as dated 1-1-86.

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to

ROBERT B. HELMAND, a single man

the following described real property in the county of **RIVERSIDE**, State of California:

TAX ID#/LEGAL DESCRIPTION –

SEE EXHIBIT "A" attached hereto and made a part hereof

Parcels #723-072-017-3, 391-030-015-4, 522-080-056-4, 522-080-055-3, 860-100-016-0, 860-140-008-7, 810-100-003

Dated: 12/14/09

STATE OF UTAH
COUNTY OF Salt Lake SS.

On 12/14/09 before me, Lori Sadler a Notary Public, personally appeared Robert B. Helmand

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their Signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

ROBERT B. HELMAND, TRUSTEE
FORMERLY KNOWN AS BASHER AHMAD

LORI A SADLER
Notary Public
State of Utah
Comm. No. 579027
My Comm. Expires May 26, 2013

(This area for official notary seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

LEGAL DESCRIPTIONS
"Exhibit A"

APN: 723-072-017-3

Lot 136 of Tract No 2185 as shown by map on file in Book 42 Pages 9, 10 and 11 of Maps, records of Riverside County

APN: 391-030-015-4

The Southeast 1/4 of the Southwest 1/4 of Section 4, Township 5 South, Range 5 West, San Bernardino Base and Meridian

APN: 522-080-056-4

The NW¼ of the NE¼ of the NW¼ fo the NW¼ of Sec. 14, T3S, R3E, San Berandino Base and Meridian
Excepting therefrom the Southerly 44.53 feet

APN: 522-080-055-3

The NE¼, of the NE¼ of the NW¼ of the NW¼, of Sec. 14, T3S, R3E, San Bernardino Base and Meridian.

Excepting therefrom the Southerly 67.58 feet.

APN: 860-100-016-0

The Southeast 1/4 of Section 16 Township 7 South, Range 18 East San Bernardino Base and Meridian

APN: 860-140-008-7

The Southeast 1/4 of Section 17 Township 7 South, Range 19 East San Bernardino Base and Meridian.

APN: 810-100-003

The South one half of the Southwest one quarter of Section 16, Township 5 South, Range 17 East, San Bernardino Base and Meridian. Excepting therefrom all oil, gas, other hydrocarbon substances, minerals, metals and geothermal resources lying within and under that portion of the land herein conveyed which lies below a depth of 500 feet from the present surface and top 500 feet of the subsurface of said land without any right to enter upon or into the surface and top 500 feet of the subsurface of said land.

Exhibit A-3

Initial Hazardous Material Survey Report

PHASE ONE ENVIRONMENTAL SITE ASSESSMENT REPORT

Colorado Desert Preserve
Kims Property
APN 810-100-013-2
Riverside County, California

Submitted to:

Cindy Tambini
Wildlands, Inc.
3855 Atherton Road
Rocklin, CA 95765

Prepared by:

Acacia CE

January 27, 2011

Project Number: AC111.1

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Nor May It Be Quoted Or Excerpted Without
The Express Written Consent Of Acacia CE.

3025 Venture Road, Placerville, CA 95667 tel 530.748.1336 fax 530.621.4837 www.acaciace.com

Ms. Cindy Tambini
Wildlands, Inc.
3855 Atherton Road
Rocklin, CA 95765

Subject: Colorado Desert Preserve
Kims Property (APN 810-100-013-2)
Riverside County, California

PHASE ONE ENVIRONMENTAL SITE ASSESSMENT

Dear Ms. Tambini:

Acacia CE is pleased to present our phase one environmental site assessment of the subject property, located in Riverside County, California (Property). The attached report includes a description of the site assessment activities, along with Acacia CE's findings, opinions, and conclusions regarding the Property.

Acacia CE has the specific qualifications based on education, training, and experience to assess the nature, history, and setting of the Property, and has developed and performed all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312. We declare that, to the best of our professional knowledge and belief, the responsible charge for this study meets the definition of Environmental Professional as defined in Section 312.10 of 40 CFR 312 and ASTM 1527-05.

We are pleased to serve you on this project. If you have any questions regarding the contents of our report, please contact us at (530) 748-1336 ext 18.

Sincerely,

Acacia CE Inc.

Bryan C. Yates, REA
Project Manager

William Kenney, P.E., G.E.
Principal Engineer

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EXECUTIVE SUMMARY

Acacia CE (ACE) conducted a phase one environmental site assessment for the Property located approximately 3.75 miles northeast of the intersection of Chuckwalla Valley Road and Interstate 10 in Riverside County, California. The Property is identified by Assessor's Parcel Number 810-100-013-2 and has no known historic uses.

The study included a review of local, state and federal environmental record sources, standard historical sources, aerial photographs, fire insurance maps and physical setting sources, a reconnaissance of the Property to review site use and current conditions to check for the storage, use, production or disposal of hazardous or potentially hazardous materials and interviews with persons knowledgeable about current and past site use.

The site reconnaissance and records review did not find documentation or physical evidence of soil or groundwater impairments associated with the use of the Property. A review of regulatory databases maintained by county, state, and federal agencies found no documentation of hazardous materials violations or discharge on the Property. A review of regulatory agency records and available databases did not identify contaminated facilities within the appropriate ASTM search distances that would be expected to impact the Property.

Based on the findings of this assessment, No Recognized Environmental Conditions (RECs) and no historical RECs were identified for the Property.

ACE has performed this phase one environmental site assessment of the Property in general conformance with the scope and limitations of ASTM E 1527-05 "Standard Practice for Environmental Site Assessments" and USEPA "Standards and Practices for All Appropriate Inquires", 40 CFR Part 312. Based on the findings of this assessment, no further environmental studies are recommended at this time.

1.0 INTRODUCTION

ACE conducted a phase one environmental site assessment for the Property located 3.75 northeast of the intersection of Chuckwalla Valley Road and Interstate 10 in Riverside County, California (Figure 1). The Property is identified by Assessor's Parcel Number 810-100-013-2 and has no known historic uses.

1.1 PURPOSE OF PHASE ONE ENVIRONMENTAL SITE ASSESSMENT

This assessment was performed at the request of Wildlands, Inc. for the purpose of environmental due diligence during property acquisition. The objective of this phase one environmental site assessment is to identify recognized environmental conditions associated with the Property. As defined in the ASTM Standard Practice E 1527-05, a REC is "the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property".

1.2 DETAILED SCOPE OF SERVICES

The scope of services performed included the following:

- A review of publicly available and practically reviewable standard local, state, tribal, and federal environmental record sources.
- A review of publicly available and practically reviewable standard historical sources, aerial photographs, fire insurance maps and physical setting sources.
- A reconnaissance of the Property to review site use and current conditions. The reconnaissance was conducted to check for the storage, use, production or disposal of hazardous or potentially hazardous materials.
- Interviews with owners/occupants and public sector officials.
- Preparation of this report with our findings, opinions, and conclusions.

1.3 LIMITATIONS AND EXCEPTIONS OF ASSESSMENT

The professional staff at ACE strives to perform its services in a proper and professional manner with reasonable care and competence. The recommendations and conclusions presented in this report were based on the findings of our study, which were developed solely from the contracted services. The findings of the report are based in part on contracted database research, out-of-house reports and personal communications. The opinions formed by ACE are based on the assumed accuracy of the relied upon data in conjunction with our relevant professional experience related to such data interpretation. ACE assumes no liability for the validity of the materials relied upon in the preparation of this report.

This document must not be subject to unauthorized reuse; that is, reuse without written authorization of ACE. Such authorization is essential because it requires ACE to evaluate the document's applicability given new circumstances, not the least of which is passage of time. The findings from a phase one environmental site assessment are valid for one year after completion of the report. Updates of portions of the assessment may be necessary after a period of 180 days after completion.

This phase one environmental site assessment is not intended to represent a complete soil or groundwater characterization, nor define the depth or extent of soil or groundwater contamination. It is intended to provide an evaluation of potential environmental concerns associated with the use of the Property. A more extensive assessment that would include a subsurface exploration with laboratory testing of soil and groundwater samples could provide more definitive information concerning site-

specific conditions. If additional assessment activities are considered for the Property and if other entities are retained to provide such services, ACE cannot be held responsible for any and all claims arising from or resulting from the performance of such services by other persons or entities. ACE can also not be held responsible from any and all claims arising or resulting from clarifications, adjustments, modifications, discrepancies or other changes necessary to reflect changed field or other conditions.

1.4 SPECIAL TERMS AND CONDITIONS

ACE has prepared this report for the exclusive use of our client, Wildlands, Inc. It is recognized and agreed that ACE has assumed responsibility only for undertaking the study for the client. The responsibility for disclosures or reports to a third party and for remedial or mitigative action shall be solely that of the Client.

Laboratory testing of soil or groundwater samples was not within the scope of the contracted services. The assessment did not include an asbestos survey, an evaluation of lead-based paint, an inspection of light ballasts for polychlorinated biphenyls (PCBs), a radon evaluation, or a mold survey.

This report is based upon field and other conditions discovered at the time of preparation of ACE's assessment. Visual observations referenced in this report are intended only to represent conditions at the time of the reconnaissance. ACE would not be aware of site contamination, such as dumping and/or accidental spillage that occurred subsequent to the reconnaissance conducted by ACE personnel.

2.0 PROPERTY INFORMATION

2.1 SITE LOCATION

The Property is located approximately 3.75 miles northeast of the intersection of Chuckwalla Valley Road and Interstate 10 in Riverside County, California. The 160-acre Property is identified by Assessor's Parcel Number 810-100-013-2 and has no known historic uses.

2.2 SITE AND VICINITY CHARACTERISTICS

According to published topographic maps, the Property ranges in elevation from approximately 420 feet above mean sea level (msl) in the northeast to approximately 445 feet above msl to the southwest. Review of the Geologic Map of the California Salton Sea Sheet found that the Property is underlain by the following geologic formations: Alluvium, Dune Sand, and Quaternary Lake Deposits. Geocheck – Physical Setting Source Summary of the Environmental Resources Data report (Appendix A) indicated no Federal United States Geological Survey (USGS) wells located within one mile of the Property.

The site-specific depth to groundwater and direction of groundwater flow was not determined as part of this assessment.

2.3 CURRENT USE OF PROPERTY/DESCRIPTION OF SITE IMPROVEMENTS

The Property is currently vacant of structures or improvements.

2.4 CURRENT USE OF ADJOINING PROPERTIES

The adjoining properties are undeveloped. A palm tree plantation is located approximately 1.5 miles southwest of the Property.

3.0 RECORDS REVIEW

3.1 PREVIOUS ENVIRONMENTAL REPORTS

No previous environmental reports were provided for our review at the time of completion of this report.

3.2 PROPERTY RECORDS

3.2.1 Environmental Liens

We requested a Preliminary Title Report including an environmental lien search. At the time of completion of this report, we received Preliminary Title Reports for parcel number 810-100-013-2. No environmental liens or deed restrictions were identified within these reports. Copies of the Preliminary Title Reports can be found in Appendix E of this report.

3.2.2 Title Report/Ownership

The Title Report lists recorded land title detail, ownership fees, leases, land contracts, easements, liens, deficiencies, and other encumbrances attached to or recorded against a subject property. Laws and regulations pertaining to land trusts vary from state to state and the detail of information presented in a Title Report can vary greatly by jurisdiction. As a result, ACE utilizes a Title Report, when provided to us, as a supplement to other historical record sources.

According to the Preliminary Title Report, title is said to be vested in Kwan Kim Inter-Vivos Trust and the Kims Family Trust. No references to environmental liens, deed restrictions or other potential environmental issues were noted. Copies of the Preliminary Title Reports can be found in Appendix E of this report.

3.3 HISTORICAL RECORD SOURCES

The purpose of the historical record review is to develop a history of the previous uses or occupancies of the Property and surrounding area in order to identify those uses or occupancies that are likely to have led to recognized environmental conditions on the Property.

3.3.1 Historical Topographic Maps

Historical USGS topographic maps were reviewed to determine if discernible changes in topography or improvements pertaining to the Property had been recorded. The following maps were provided to us through an EDR Historical Topographic Map Report, presented in Appendix C.

Quad	Year	Series	Scale
Sidewinder Well	1952	15’	1:62,500
Sidewinder Well	1986	7.5’	1:24,000

1952-1986 Maps – No improvements are mapped within the Property. The Property is generally mapped in the midst of sand dunes and a dry lakebed. The Sidewinder Well is labeled approximately 2 miles northwest of the Property.

3.3.2 Aerial Photographs

The following aerial photographs, provided by EDR, were reviewed for information regarding past conditions and land use at the Property and in the immediate vicinity. These photographs are presented in Appendix D.

Flyer	Year	Scale
USGS	1948	1:671

Pacific Air	1953	1:555
Nasa	1977	1:500
USGS	1984	1:666
USGS	1996	1:666
USGS	2002	1:666
EDR	2005	1:604

No improvements are visible within the Property in any of the above-listed aerial photographs. Each of the aerial photographs appears to depict the Property being occupied by ground patterns that are indicative of sand dunes.

3.3.3 Fire Insurance Maps

EDR prepared a Sanborn Fire insurance map search for the Property and surrounding properties. EDR reported that no maps were available for the Property and surrounding properties.

3.3.4 Government Agencies

The following agencies were contacted pertaining to possible past development and/or activity at the Property.

- California Department of Conservation, Division of Oil, Gas, and Geothermal Resources (DOGGR)
- California Regional Water Quality Control Board
- California Department of Toxic Substances Control

We reviewed the State of California, Department of Conservation, Division of Oil, Gas, and Geothermal Resources web site, databases, and maps in an effort to determine if there have been oil/gas production or test wells drilled within the Property boundaries or the immediate vicinity. The database identified no wells mapped within the Property and the immediate vicinity.

We reviewed the State Water Resources Control Board Geotracker database for site investigation or cleanup locations that may impact the Property. This database identified only the Desert Center Airport in the vicinity of the Property. The database maps the site approximately 6 miles west of the Property and that the site is inactive. No site or project documents were posted on line for review.

We reviewed the Department of Toxics Substance Control Envirostor database for site investigation or cleanup locations that may impact the Property. The database identified no sites in the vicinity of the Property.

3.4 ENVIRONMENTAL RECORD SOURCES

EDR performed a search of federal, tribal, state, and local databases regarding the Property and nearby properties. Details regarding the databases searched by EDR are provided in Appendix A. A list of the facilities documented by EDR within the approximate minimum search distance of the Property is provided below:

3.4.1 Federal ASTM Standard/Supplemental Sources

3.4.1.1 Subject Property

The Property is not listed on the Federal ASTM Standard or supplemental sources.

3.4.1.2 Other Properties

No other facilities were listed within the appropriate ASTM search distances of the Property on Federal ASTM Standard or supplemental sources.

3.4.2 State ASTM Standard/Supplemental Sources

3.4.2.1 Subject Property

The Property is not listed on the State ASTM Standard or supplemental sources.

3.4.2.2 Other Properties

No other facilities were listed within the appropriate ASTM search distances of the Property on State ASTM Standard or supplemental sources.

3.4.3 Local ASTM Supplemental Sources

3.4.3.1 Subject Property

The Property is not listed on Local ASTM supplemental databases.

3.4.3.2 Other Properties

No other facilities were listed within the appropriate ASTM search distances of the Property on Local ASTM Standard or supplemental sources.

Properties that are on the "Orphan Summary" list appear to be located beyond the ASTM recommended radius search criteria.

4.0 SITE RECONNAISSANCE

4.1 METHODOLOGY

ACE conducted a visual reconnaissance of the Property on January 13, 2011. The Property was viewed for hazardous materials storage, superficial staining or discoloration, debris, stressed vegetation, or other conditions that may be indicative of potential sources of soil or groundwater contamination. The site was also checked for evidence of fill/ventilation pipes, ground subsidence, or other evidence of existing or preexisting underground storage tanks. Photographs taken during the site reconnaissance are presented in Figure 4.

4.2 GENERAL SITE SETTING

The Property is currently vacant of structures or improvements.

4.3 EXTERIOR OBSERVATIONS

Structures. No structures were observe within the Property at the time of our reconnaissance.

Hazardous Substances and Petroleum Products in Connection with Identified Uses. No hazardous substances or petroleum products were observed within the Property during the site reconnaissance.

Storage Tanks. No above-ground storage tanks or evidence of existing underground storage tanks were observed during the site reconnaissance.

Odors. No odors indicative of hazardous materials or petroleum material impacts were noted at the time of the reconnaissance.

Pools of Potentially Hazardous Liquid. No pools of potentially hazardous liquid were observed within the Property at the time of our reconnaissance.

Drums. No drums were observed on the Property at the time of the reconnaissance.

Hazardous Substance and Petroleum Product Containers. No hazardous substance or petroleum product containers were observed on the Property at the time of our reconnaissance.

Polychlorinated Biphenyls (PCBs). No power lines or electric transformers were observed within the immediate vicinity of the Property.

Pits, Ponds and Lagoons. No pits, ponds or lagoons were observed within the Property at the time of our reconnaissance.

Stained Soil/Pavement. No stained soil or pavement was observed within the Property at the time of our reconnaissance.

Stressed Vegetation. No signs of stressed vegetation were observed on the Property at the time of our reconnaissance.

Solid Waste/Debris. No disposal of solid waste was observed at the subject property.

Wastewater. No wastewater conveyance systems were observed at the Property during the reconnaissance.

Wells. No wells were found within the Property during our site reconnaissance.

Septic Systems. No septic systems were found within the Property during our site reconnaissance.

4.4 INTERIOR OBSERVATIONS

No structures were in located within the boundaries of the Property at the time of our reconnaissance.

4.5 ASBESTOS-CONTAINING MATERIALS AND LEAD-BASED PAINT

An asbestos and lead-based paint survey was not conducted as part of this assessment. No structures were in located within the boundaries of the Property at the time of our reconnaissance.

4.6 INDOOR AIR QUALITY

An evaluation of indoor air quality, mold, or radon was not included as part of this assessment. The California Department of Health Services has conducted studies of radon risks throughout the state, sorted by zip code. Results of the studies indicate that one test was conducted within the Property zip code, with the test not exceeding the current EPA action level of 4 picocuries per liter [pCi/L]1).

5.0 INTERVIEWS

We forwarded copies of environmental questionnaires for both the end-user client and the current owner/key site manager at the inception of this project.

The environmental questionnaire for the end-user client was completed and signed by Becky Amos of Wildlands, Inc. No potential issues of environmental concern were identified in the completed questionnaire.

The environmental questionnaire for the Property owner was completed and signed by Kenneth Waxlax (owners representative). No potential issues of environmental concern were identified in the completed questionnaire.

6.0 FINDINGS

The reconnaissance and records research did not find documentation or physical evidence of soil or groundwater impairments associated with the current or past use of the Property. A review of regulatory databases maintained by county, state and federal agencies found no documentation of hazardous materials violations or discharge on the Property. No documented soil or groundwater contamination associated with abutting properties was found from the records research.

7.0 OPINIONS AND DATA GAPS

It is our opinion that the findings of this study are based on a sufficient level of information obtained during our contracted scope of services to render a conclusion as to whether additional appropriate investigation is required to identify the presence or likely presence of a REC.

No data gaps have been identified during our completion of this report.

8.0 CONCLUSIONS

The study included a review of local, state and federal environmental record sources, standard historical sources, aerial photographs, fire insurance maps and physical setting sources, a reconnaissance of the Property to review site use and current conditions to check for the storage, use, production or disposal of hazardous or potentially hazardous materials and interviews with persons knowledgeable about current and past site use.

The site reconnaissance and records review did not find documentation or physical evidence of soil or groundwater impairments associated with the use of the Property. A review of regulatory databases maintained by county, state, and federal agencies found no documentation of hazardous materials violations or discharge on the Property. A review of regulatory agency records and available databases did not identify contaminated facilities within the appropriate ASTM search distances that would be expected to impact the Property.

Based on the findings of this assessment, No Recognized Environmental Conditions (RECs) and no historical RECs were identified for the Property.

ACE has performed this phase one environmental site assessment of the Property in general conformance with the scope and limitations of ASTM E 1527-05 “Standard Practice for Environmental Site Assessments” and USEPA “Standards and Practices for All Appropriate Inquires”, 40 CFR Part 312. Based on the findings of this assessment, no further environmental studies are recommended at this time.

SELECTED REFERENCES

Geologic Map of California, Salton Sea Sheet–Charles W. Jennings—1967

Google Maps (http://maps.google.com)

California Department of Water Resources (http://wdl.water.ca.gov)

Microsoft TerraServer USA (http://www.terraserver.microsoft.com)

Division of Oil, Gas, and Geothermal Resources (http://www.conservation.ca.gov/dog/Pages/Index.aspx)

DTSC Envirostor Database (http://www.envirostor.dtsc.ca.gov/public/)

State Water Resources Control Board Geotracker Database (http://geotracker.waterboards.ca.gov/)

Topozone (http://www.topozone.com)

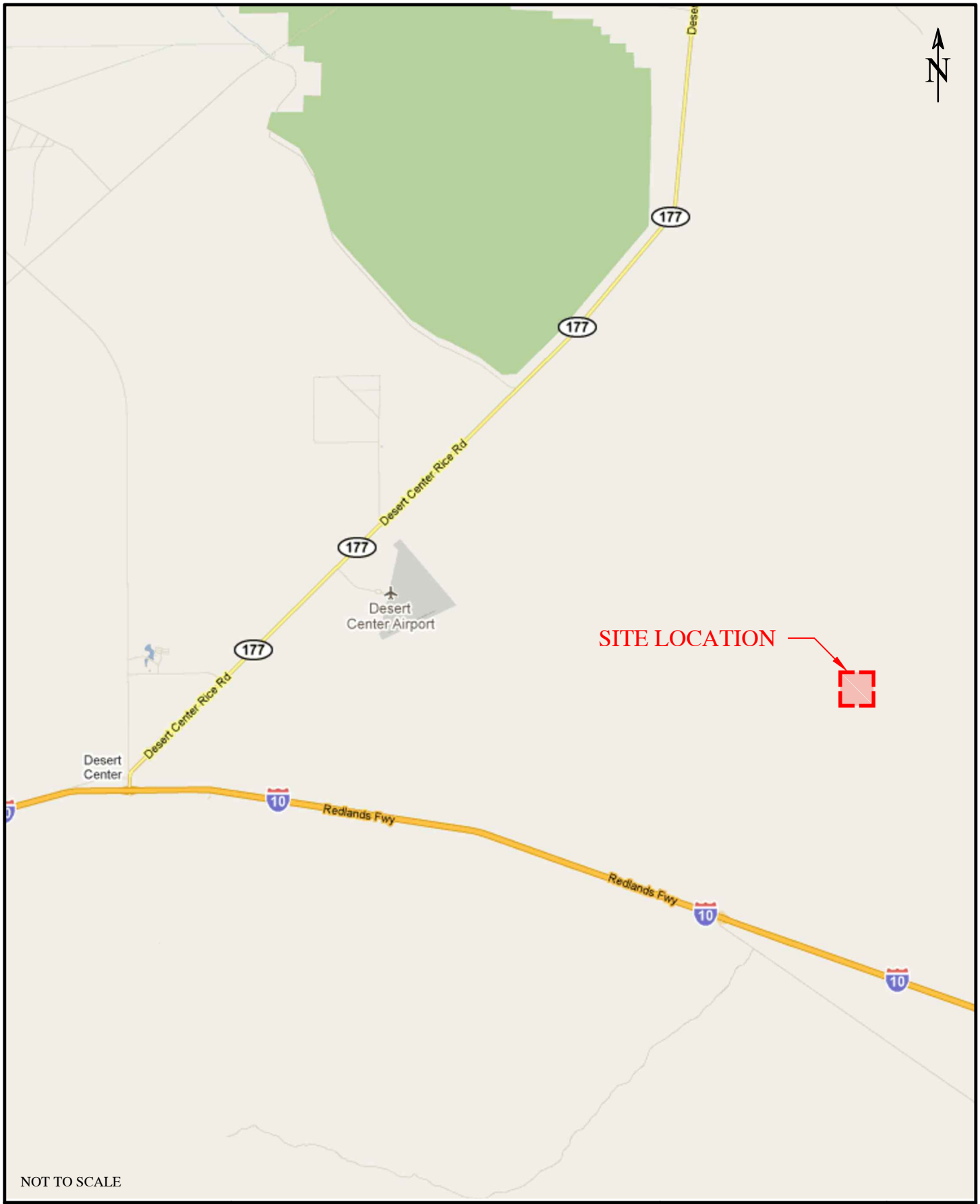
United States Environmental Protection Agency Indoor Air Quality Website (http://ww2.cdph.ca.gov/HealthInfo/environhealth/Documents/Radon/CaliforniaRadonDatabase.pdf)

USGS 7.5' Sidewinder Well Quadrangle-Map dated 1986

USGS 15' Sidewinder Well-Map dated 1952

LIST OF FIGURES

Figure 1 Vicinity Map
Figure 2 Aerial Photograph
Figure 3 Site Photographs



NOT TO SCALE

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Placerville, CA 95667
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Fax: 531.621.4837 www.acaciace.pro

COLORADO DESERT PRESERVE

KIMS PROPERTY

VICINITY MAP

PROJECT NO.	AC111.1
DATE	JANUARY 2011
REVISION	0
DRAWN SW	CHECKED BY

FIGURE NO. 1

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Placerville, CA 95667
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COLORADO DESERT PRESERVE

KIMS PROPERTY

AERIAL PHOTOGRAPH

PROJECT NO.	AC111.1
DATE	JANUARY 2011
REVISION	0
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FIGURE NO. 2

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COLORADO DESERT PRESERVE

KIMS PROPERTY

SITE PHOTOS

PROJECT NO.	AC111.1
DATE	JANUARY 2011
REVISION	0
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FIGURE NO. 3.1

Acacia CE
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Placerville, CA 95667
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COLORADO DESERT PRESERVE

KIMS PROPERTY

SITE PHOTOS

PROJECT NO.	AC111.1		
DATE	JANUARY 2011		
REVISION	0		
DRAWN	SW	CHECKED	BY

FIGURE NO.

3.2

APPENDIX A
Environmental Data Resources, Inc.
Radius Map Report

Kims Property
Kims Property
Desert Center, CA 92239

Inquiry Number: 2959815.3s
January 05, 2011

The EDR Radius Map™ Report with GeoCheck®

EDR® Environmental Data Resources Inc

440 Wheelers Farms Road
Milford, CT 06461
Toll Free: 800.352.0050
www.edrnet.com

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Physical Setting Source Addendum	A-1
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Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-05) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

KIMS PROPERTY
DESERT CENTER, CA 92239

COORDINATES

Latitude (North):	33.733100 - 33˚ 43' 59.2''
Longitude (West):	115.208300 - 115˚ 12' 29.9''
Universal Tranverse Mercator:	Zone 11
UTM X (Meters):	665989.4
UTM Y (Meters):	3733811.2
Elevation:	429 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map:	33115-F2 SIDEWINDER WELL, CA
Most Recent Revision:	1983

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from:	2006, 2005
Source:	USDA

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL..... National Priority List

EXECUTIVE SUMMARY

Proposed NPL ..... Proposed National Priority List Sites
NPL LIENS ..... Federal Superfund Liens

Federal Delisted NPL site list

Delisted NPL ..... National Priority List Deletions

Federal CERCLIS list

CERCLIS ..... Comprehensive Environmental Response, Compensation, and Liability Information System
FEDERAL FACILITY ..... Federal Facility Site Information listing

Federal CERCLIS NFRAP site List

CERC-NFRAP ..... CERCLIS No Further Remedial Action Planned

Federal RCRA CORRACTS facilities list

CORRACTS ..... Corrective Action Report

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF ..... RCRA - Treatment, Storage and Disposal

Federal RCRA generators list

RCRA-LQG ..... RCRA - Large Quantity Generators
RCRA-SQG ..... RCRA - Small Quantity Generators
RCRA-CESQG ..... RCRA - Conditionally Exempt Small Quantity Generator

Federal institutional controls / engineering controls registries

US ENG CONTROLS ..... Engineering Controls Sites List
US INST CONTROL ..... Sites with Institutional Controls

Federal ERNS list

ERNS ..... Emergency Response Notification System

State- and tribal - equivalent NPL

RESPONSE ..... State Response Sites

State- and tribal - equivalent CERCLIS

ENVIROSTOR ..... EnviroStor Database

State and tribal landfill and/or solid waste disposal site lists

SWF/LF ..... Solid Waste Information System

State and tribal leaking storage tank lists

LUST ..... Geotracker's Leaking Underground Fuel Tank Report
SLIC ..... Statewide SLIC Cases

INDIAN LUST ..... Leaking Underground Storage Tanks on Indian Land

State and tribal registered storage tank lists

UST ..... Active UST Facilities
AST ..... Aboveground Petroleum Storage Tank Facilities
INDIAN UST ..... Underground Storage Tanks on Indian Land
FEMA UST ..... Underground Storage Tank Listing

State and tribal voluntary cleanup sites

VCP ..... Voluntary Cleanup Program Properties
INDIAN VCP ..... Voluntary Cleanup Priority Listing

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS ..... A Listing of Brownfields Sites

Local Lists of Landfill / Solid Waste Disposal Sites

DEBRIS REGION 9 ..... Torres Martinez Reservation Illegal Dump Site Locations
ODI ..... Open Dump Inventory
WMUDS/SWAT ..... Waste Management Unit Database
SWRCY ..... Recycler Database
HAULERS ..... Registered Waste Tire Haulers Listing
INDIAN ODI ..... Report on the Status of Open Dumps on Indian Lands

Local Lists of Hazardous waste / Contaminated Sites

US CDL ..... Clandestine Drug Labs
HIST Cal-Sites ..... Historical Calsites Database
SCH ..... School Property Evaluation Program
Toxic Pits ..... Toxic Pits Cleanup Act Sites
CDL ..... Clandestine Drug Labs
US HIST CDL ..... National Clandestine Laboratory Register

Local Lists of Registered Storage Tanks

CA FID UST ..... Facility Inventory Database
HIST UST ..... Hazardous Substance Storage Container Database
SWEEPS UST ..... SWEEPS UST Listing

Local Land Records

LIENS 2 ..... CERCLA Lien Information
LUCIS ..... Land Use Control Information System
LIENS ..... Environmental Liens Listing
DEED ..... Deed Restriction Listing

Records of Emergency Release Reports

HMIRS ..... Hazardous Materials Information Reporting System

CHMIRS	California Hazardous Material Incident Report System
LDS	Land Disposal Sites Listing
MCS	Military Cleanup Sites Listing

Other Ascertainable Records

RCRA-NonGen	RCRA - Non Generators
DOT OPS	Incident and Accident Data
DOD	Department of Defense Sites
FUDS	Formerly Used Defense Sites
CONSENT	Superfund (CERCLA) Consent Decrees
ROD	Records Of Decision
UMTRA	Uranium Mill Tailings Sites
MINES	Mines Master Index File
TRIS	Toxic Chemical Release Inventory System
TSCA	Toxic Substances Control Act
FTTS	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
HIST FTTS	FIFRA/TSCA Tracking System Administrative Case Listing
SSTS	Section 7 Tracking Systems
ICIS	Integrated Compliance Information System
PADS	PCB Activity Database System
MLTS	Material Licensing Tracking System
RADINFO	Radiation Information Database
FINDS	Facility Index System/Facility Registry System
RAATS	RCRA Administrative Action Tracking System
CA BOND EXP. PLAN	Bond Expenditure Plan
WDS	Waste Discharge System
NPDES	NPDES Permits Listing
Cortese	"Cortese" Hazardous Waste & Substances Sites List
HIST CORTESE	Hazardous Waste & Substance Site List
Notify 65	Proposition 65 Records
DRYCLEANERS	Cleaner Facilities
WIP	Well Investigation Program Case List
HAZNET	Facility and Manifest Data
EMI	Emissions Inventory Data
INDIAN RESERV	Indian Reservations
SCRD DRYCLEANERS	State Coalition for Remediation of Drycleaners Listing
HWP	EnviroStor Permitted Facilities Listing
HWT	Registered Hazardous Waste Transporter Database
COAL ASH EPA	Coal Combustion Residues Surface Impoundments List
FINANCIAL ASSURANCE	Financial Assurance Information Listing
PCB TRANSFORMER	PCB Transformer Registration Database
PROC	Certified Processors Database
MWMP	Medical Waste Management Program Listing
COAL ASH DOE	Sleam-Electric Plan Operation Data

EDR PROPRIETARY RECORDS

EDR Proprietary Records

Manufactured Gas Plants	EDR Proprietary Manufactured Gas Plants
EDR Historical Auto Stations	EDR Proprietary Historic Gas Stations
EDR Historical Cleaners	EDR Proprietary Historic Dry Cleaners

EXECUTIVE SUMMARY

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were not identified.

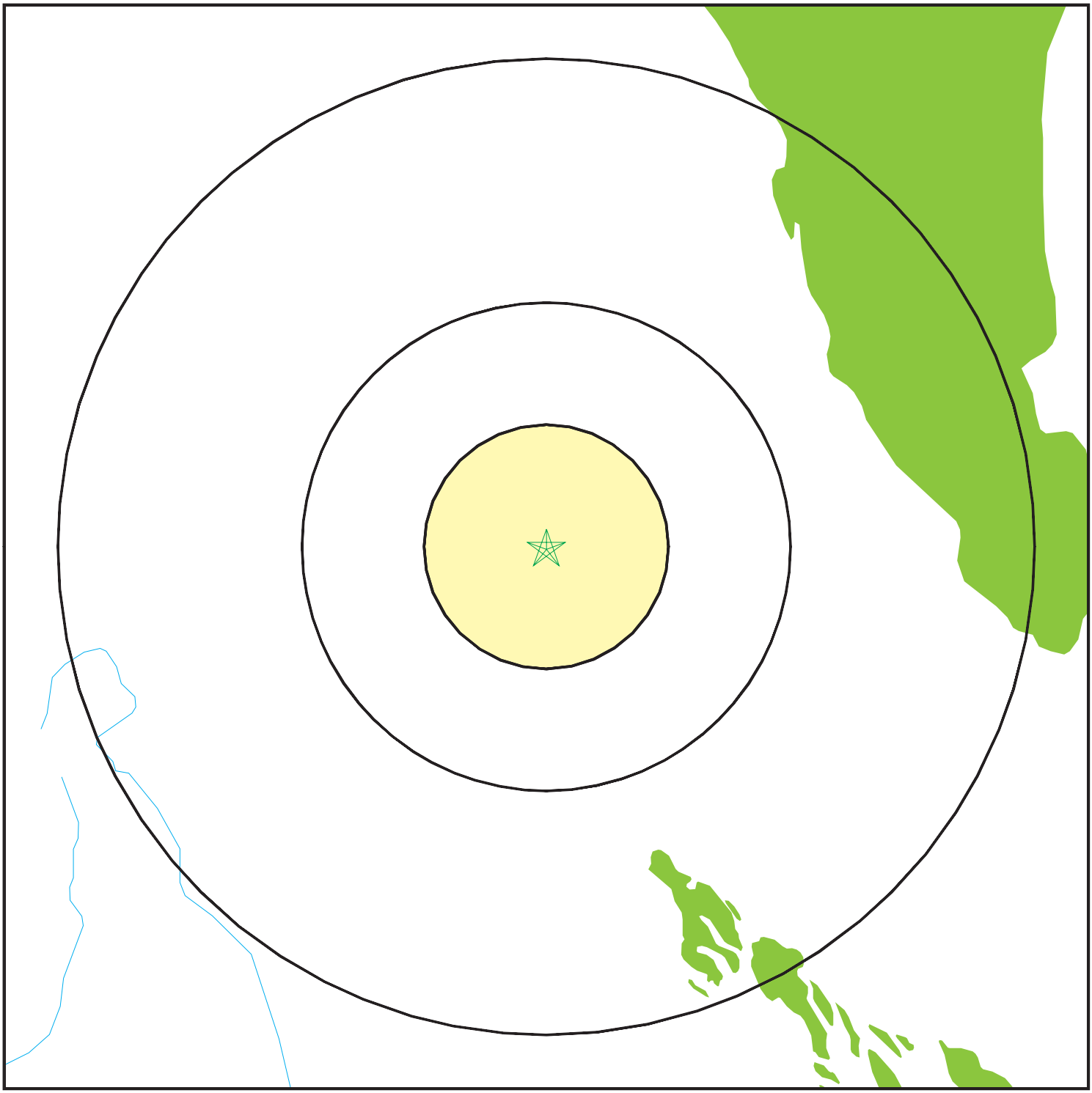
Unmappable (orphan) sites are not considered in the foregoing analysis.

EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 2 records.

Site Name	Database(s)
KAISER EAGLE MOUNTAIN	CERC-NFRAP
CALTRANS DESERT CENTER	LUST

OVERVIEW MAP - 2959815.3s



- Target Property
- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Manufactured Gas Plants
- National Priority List Sites
- Dept. Defense Sites

0 1/4 1/2 1 Miles

- Indian Reservations BIA
- Oil & Gas pipelines
- 100-year flood zone
- 500-year flood zone
- National Wetland Inventory
- Areas of Concern

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Kims Property ADDRESS: Kims Property Desert Center CA 92239 LAT/LONG: 33.7331 / 115.2083	CLIENT: Acacia CE CONTACT: Bryan Yates INQUIRY #: 2959815.3s DATE: January 05, 2011 12:03 pm

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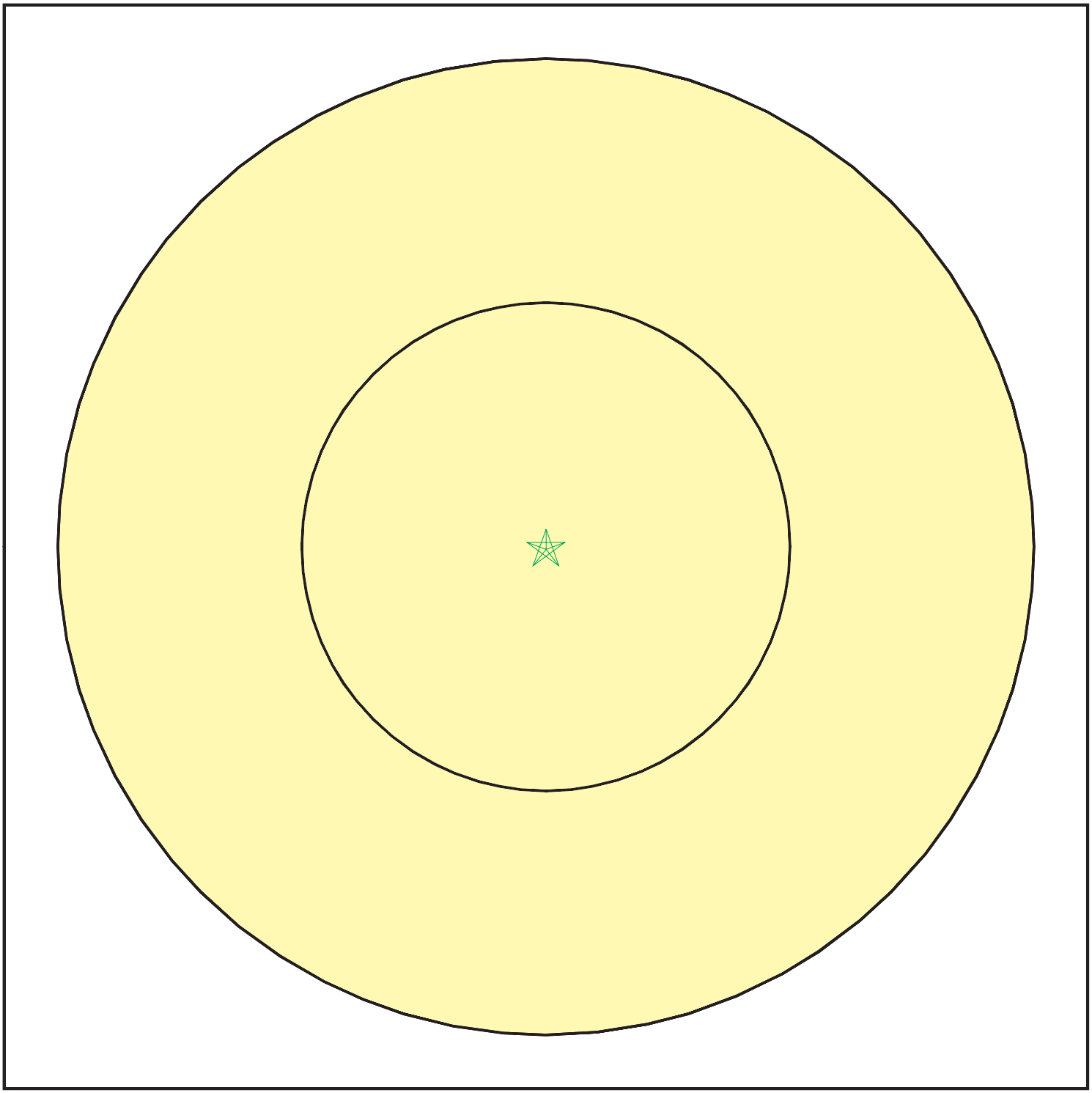
DETAIL MAP - 2959815.3s



Target Property

Sites at elevations higher than or equal to the target property

Sites at elevations lower than the target property

Manufactured Gas Plants

Sensitive Receptors

National Priority List Sites

Dept. Defense Sites

0 1/16 1/8 1/4 Miles

Indian Reservations BIA

Oil & Gas pipelines

100-year flood zone

500-year flood zone

Areas of Concern

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Kims Property	CLIENT: Acacia CE
ADDRESS: Kims Property Desert Center CA 92239	CONTACT: Bryan Yates
	INQUIRY #: 2959815.3s
LAT/LONG: 33.7331 / 115.2083	DATE: January 05, 2011 12:04 pm

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MAP FINDINGS SUMMARY

Database	Target Property	Search Distance (Miles)	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
Federal NPL site list								
NPL		1.000	0	0	0	0	NR	0
Proposed NPL		1.000	0	0	0	0	NR	0
NPL LIENS		TP	NR	NR	NR	NR	NR	0
Federal Delisted NPL site list								
Delisted NPL		1.000	0	0	0	0	NR	0
Federal CERCLIS list								
CERCLIS		0.500	0	0	0	NR	NR	0
FEDERAL FACILITY		1.000	0	0	0	0	NR	0
Federal CERCLIS NFRAP site List								
CERC-NFRAP		0.500	0	0	0	NR	NR	0
Federal RCRA CORRACTS facilities list								
CORRACTS		1.000	0	0	0	0	NR	0
Federal RCRA non-CORRACTS TSD facilities list								
RCRA-TSDF		0.500	0	0	0	NR	NR	0
Federal RCRA generators list								
RCRA-LQG		0.250	0	0	NR	NR	NR	0
RCRA-SQG		0.250	0	0	NR	NR	NR	0
RCRA-CESQG		0.250	0	0	NR	NR	NR	0
Federal institutional controls / engineering controls registries								
US ENG CONTROLS		0.500	0	0	0	NR	NR	0
US INST CONTROL		0.500	0	0	0	NR	NR	0
Federal ERNS list								
ERNS		TP	NR	NR	NR	NR	NR	0
State- and tribal - equivalent NPL								
RESPONSE		1.000	0	0	0	0	NR	0
State- and tribal - equivalent CERCLIS								
ENVIROSTOR		1.000	0	0	0	0	NR	0
State and tribal landfill and/or solid waste disposal site lists								
SWF/LF		0.500	0	0	0	NR	NR	0
State and tribal leaking storage tank lists								
LUST		0.500	0	0	0	NR	NR	0
SLIC		0.500	0	0	0	NR	NR	0

MAP FINDINGS SUMMARY

Database	Target Property	Search Distance (Miles)	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
INDIAN LUST		0.500	0	0	0	NR	NR	0
State and tribal registered storage tank lists								
UST		0.250	0	0	NR	NR	NR	0
AST		0.250	0	0	NR	NR	NR	0
INDIAN UST		0.250	0	0	NR	NR	NR	0
FEMA UST		0.250	0	0	NR	NR	NR	0
State and tribal voluntary cleanup sites								
VCP		0.500	0	0	0	NR	NR	0
INDIAN VCP		0.500	0	0	0	NR	NR	0
ADDITIONAL ENVIRONMENTAL RECORDS								
Local Brownfield lists								
US BROWNFIELDS		0.500	0	0	0	NR	NR	0
Local Lists of Landfill / Solid Waste Disposal Sites								
DEBRIS REGION 9		0.500	0	0	0	NR	NR	0
ODI		0.500	0	0	0	NR	NR	0
WMUDS/SWAT		0.500	0	0	0	NR	NR	0
SWRCY		0.500	0	0	0	NR	NR	0
HAULERS		TP	NR	NR	NR	NR	NR	0
INDIAN ODI		0.500	0	0	0	NR	NR	0
Local Lists of Hazardous waste / Contaminated Sites								
US CDL		TP	NR	NR	NR	NR	NR	0
HIST Cal-Sites		1.000	0	0	0	0	NR	0
SCH		0.250	0	0	NR	NR	NR	0
Toxic Pits		1.000	0	0	0	0	NR	0
CDL		TP	NR	NR	NR	NR	NR	0
US HIST CDL		TP	NR	NR	NR	NR	NR	0
Local Lists of Registered Storage Tanks								
CA FID UST		0.250	0	0	NR	NR	NR	0
HIST UST		0.250	0	0	NR	NR	NR	0
SWEEPS UST		0.250	0	0	NR	NR	NR	0
Local Land Records								
LIENS 2		TP	NR	NR	NR	NR	NR	0
LUCIS		0.500	0	0	0	NR	NR	0
LIENS		TP	NR	NR	NR	NR	NR	0
DEED		0.500	0	0	0	NR	NR	0
Records of Emergency Release Reports								
HMIRS		TP	NR	NR	NR	NR	NR	0
CHMIRS		TP	NR	NR	NR	NR	NR	0
LDS		TP	NR	NR	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Target Property	Search Distance (Miles)	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
MCS		TP	NR	NR	NR	NR	NR	0
Other Ascertainable Records								
RCRA-NonGen		0.250	0	0	NR	NR	NR	0
DOT OPS		TP	NR	NR	NR	NR	NR	0
DOD		1.000	0	0	0	0	NR	0
FUDS		1.000	0	0	0	0	NR	0
CONSENT		1.000	0	0	0	0	NR	0
ROD		1.000	0	0	0	0	NR	0
UMTRA		0.500	0	0	0	NR	NR	0
MINES		0.250	0	0	NR	NR	NR	0
TRIS		TP	NR	NR	NR	NR	NR	0
TSCA		TP	NR	NR	NR	NR	NR	0
FTTS		TP	NR	NR	NR	NR	NR	0
HIST FTTS		TP	NR	NR	NR	NR	NR	0
SSTS		TP	NR	NR	NR	NR	NR	0
ICIS		TP	NR	NR	NR	NR	NR	0
PADS		TP	NR	NR	NR	NR	NR	0
MLTS		TP	NR	NR	NR	NR	NR	0
RADINFO		TP	NR	NR	NR	NR	NR	0
FINDS		TP	NR	NR	NR	NR	NR	0
RAATS		TP	NR	NR	NR	NR	NR	0
CA BOND EXP. PLAN		1.000	0	0	0	0	NR	0
WDS		TP	NR	NR	NR	NR	NR	0
NPDES		TP	NR	NR	NR	NR	NR	0
Cortese		0.500	0	0	0	NR	NR	0
HIST CORTESE		0.500	0	0	0	NR	NR	0
Notify 65		1.000	0	0	0	0	NR	0
DRYCLEANERS		0.250	0	0	NR	NR	NR	0
WIP		0.250	0	0	NR	NR	NR	0
HAZNET		TP	NR	NR	NR	NR	NR	0
EMI		TP	NR	NR	NR	NR	NR	0
INDIAN RESERV		1.000	0	0	0	0	NR	0
SCRD DRYCLEANERS		0.500	0	0	0	NR	NR	0
HWP		1.000	0	0	0	0	NR	0
HWT		0.250	0	0	NR	NR	NR	0
COAL ASH EPA		0.500	0	0	0	NR	NR	0
FINANCIAL ASSURANCE		TP	NR	NR	NR	NR	NR	0
PCB TRANSFORMER		TP	NR	NR	NR	NR	NR	0
PROC		0.500	0	0	0	NR	NR	0
MWMP		0.250	0	0	NR	NR	NR	0
COAL ASH DOE		TP	NR	NR	NR	NR	NR	0
EDR PROPRIETARY RECORDS								
EDR Proprietary Records								
Manufactured Gas Plants		1.000	0	0	0	0	NR	0
EDR Historical Auto Stations		0.250	0	0	NR	NR	NR	0
EDR Historical Cleaners		0.250	0	0	NR	NR	NR	0

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

MAP FINDINGS

Map ID Direction Distance Elevation	Site	Database(s)	EDR ID Number EPA ID Number

NO SITES FOUND

Count: 2 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
DESERT CENTER	S104816282	CALTRANS DESERT CENTER	129476 HIGHWAY 60		LUST
DESERT CENTER	1003879899	KAISER EAGLE MOUNTAIN	N OF HWY 10 8M OFF KAISER RD.	92239	CERC-NFRAP

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Number of Days to Update: Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL: National Priority List

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 07/02/2010
Date Data Arrived at EDR: 07/14/2010
Date Made Active in Reports: 10/04/2010
Number of Days to Update: 82

Source: EPA
Telephone: N/A
Last EDR Contact: 10/13/2010
Next Scheduled EDR Contact: 01/24/2011
Data Release Frequency: Quarterly

NPL Site Boundaries

Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)
Telephone: 202-564-7333

EPA Region 1
Telephone 617-918-1143

EPA Region 6
Telephone: 214-655-6659

EPA Region 3
Telephone 215-814-5418

EPA Region 7
Telephone: 913-551-7247

EPA Region 4
Telephone 404-562-8033

EPA Region 8
Telephone: 303-312-6774

EPA Region 5
Telephone 312-886-6686

EPA Region 9
Telephone: 415-947-4246

EPA Region 10
Telephone 206-553-8665

Proposed NPL: Proposed National Priority List Sites

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 07/02/2010
Date Data Arrived at EDR: 07/14/2010
Date Made Active in Reports: 10/04/2010
Number of Days to Update: 82

Source: EPA
Telephone: N/A
Last EDR Contact: 10/13/2010
Next Scheduled EDR Contact: 01/24/2011
Data Release Frequency: Quarterly

NPL LIENS: Federal Superfund Liens

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

Date of Government Version: 10/15/1991
Date Data Arrived at EDR: 02/02/1994
Date Made Active in Reports: 03/30/1994
Number of Days to Update: 56

Source: EPA
Telephone: 202-564-4267
Last EDR Contact: 11/22/2010
Next Scheduled EDR Contact: 02/28/2011
Data Release Frequency: No Update Planned

Federal Delisted NPL site list

DELISTED NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 07/02/2010	Source: EPA
Date Data Arrived at EDR: 07/14/2010	Telephone: N/A
Date Made Active in Reports: 10/04/2010	Last EDR Contact: 10/13/2010
Number of Days to Update: 82	Next Scheduled EDR Contact: 01/24/2011
	Data Release Frequency: Quarterly

Federal CERCLIS list

CERCLIS: Comprehensive Environmental Response, Compensation, and Liability Information System

CERCLIS contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). CERCLIS contains sites which are either proposed to or on the National Priorities List (NPL) and sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 01/29/2010	Source: EPA
Date Data Arrived at EDR: 02/09/2010	Telephone: 703-412-9810
Date Made Active in Reports: 04/12/2010	Last EDR Contact: 12/30/2010
Number of Days to Update: 62	Next Scheduled EDR Contact: 04/11/2011
	Data Release Frequency: Quarterly

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPAa??s Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 06/23/2009	Source: Environmental Protection Agency
Date Data Arrived at EDR: 01/15/2010	Telephone: 703-603-8704
Date Made Active in Reports: 02/10/2010	Last EDR Contact: 10/13/2010
Number of Days to Update: 26	Next Scheduled EDR Contact: 01/24/2011
	Data Release Frequency: Varies

Federal CERCLIS NFRAP site List

CERCLIS-NFRAP: CERCLIS No Further Remedial Action Planned

Archived sites are sites that have been removed and archived from the inventory of CERCLIS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

Date of Government Version: 06/23/2009	Source: EPA
Date Data Arrived at EDR: 09/02/2009	Telephone: 703-412-9810
Date Made Active in Reports: 09/21/2009	Last EDR Contact: 12/01/2010
Number of Days to Update: 19	Next Scheduled EDR Contact: 03/14/2011
	Data Release Frequency: Quarterly

Federal RCRA CORRACTS facilities list

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 05/25/2010
Date Data Arrived at EDR: 06/02/2010
Date Made Active in Reports: 10/04/2010
Number of Days to Update: 124

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 11/22/2010
Next Scheduled EDR Contact: 02/28/2011
Data Release Frequency: Quarterly

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF: RCRA - Treatment, Storage and Disposal

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 02/17/2010
Date Data Arrived at EDR: 02/19/2010
Date Made Active in Reports: 05/17/2010
Number of Days to Update: 87

Source: Environmental Protection Agency
Telephone: (415) 495-8895
Last EDR Contact: 10/07/2010
Next Scheduled EDR Contact: 01/17/2011
Data Release Frequency: Quarterly

Federal RCRA generators list

RCRA-LQG: RCRA - Large Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 02/17/2010
Date Data Arrived at EDR: 02/19/2010
Date Made Active in Reports: 05/17/2010
Number of Days to Update: 87

Source: Environmental Protection Agency
Telephone: (415) 495-8895
Last EDR Contact: 10/07/2010
Next Scheduled EDR Contact: 01/17/2011
Data Release Frequency: Quarterly

RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 02/17/2010
Date Data Arrived at EDR: 02/19/2010
Date Made Active in Reports: 05/17/2010
Number of Days to Update: 87

Source: Environmental Protection Agency
Telephone: (415) 495-8895
Last EDR Contact: 10/07/2010
Next Scheduled EDR Contact: 01/17/2011
Data Release Frequency: Quarterly

RCRA-CESQG: RCRA - Conditionally Exempt Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Conditionally exempt small quantity generators (CESQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 02/17/2010
Date Data Arrived at EDR: 02/19/2010
Date Made Active in Reports: 05/17/2010
Number of Days to Update: 87

Source: Environmental Protection Agency
Telephone: (415) 495-8895
Last EDR Contact: 10/07/2010
Next Scheduled EDR Contact: 01/17/2011
Data Release Frequency: Varies

Federal institutional controls / engineering controls registries

US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 12/20/2009
Date Data Arrived at EDR: 01/20/2010
Date Made Active in Reports: 04/12/2010
Number of Days to Update: 82

Source: Environmental Protection Agency
Telephone: 703-603-0695
Last EDR Contact: 12/10/2010
Next Scheduled EDR Contact: 03/28/2011
Data Release Frequency: Varies

US INST CONTROL: Sites with Institutional Controls

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 12/20/2009
Date Data Arrived at EDR: 01/20/2010
Date Made Active in Reports: 04/12/2010
Number of Days to Update: 82

Source: Environmental Protection Agency
Telephone: 703-603-0695
Last EDR Contact: 12/10/2010
Next Scheduled EDR Contact: 03/28/2011
Data Release Frequency: Varies

Federal ERNS list

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 07/09/2010
Date Data Arrived at EDR: 07/09/2010
Date Made Active in Reports: 08/17/2010
Number of Days to Update: 39

Source: National Response Center, United States Coast Guard
Telephone: 202-267-2180
Last EDR Contact: 10/06/2010
Next Scheduled EDR Contact: 01/17/2011
Data Release Frequency: Annually

State- and tribal - equivalent NPL

RESPONSE: State Response Sites

Identifies confirmed release sites where DTSC is involved in remediation, either in a lead or oversight capacity. These confirmed release sites are generally high-priority and high potential risk.

Date of Government Version: 08/18/2010
Date Data Arrived at EDR: 09/16/2010
Date Made Active in Reports: 09/29/2010
Number of Days to Update: 13

Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 11/09/2010
Next Scheduled EDR Contact: 02/21/2011
Data Release Frequency: Quarterly

State- and tribal - equivalent CERCLIS

ENVIROSTOR: EnviroStor Database

The Department of Toxic Substances Control's (DTSC's) Site Mitigation and Brownfields Reuse Program's (SMBRP's) EnviroStor database identifes sites that have known contamination or sites for which there may be reasons to investigate further. The database includes the following site types: Federal Superfund sites (National Priorities List (NPL)); State Response, including Military Facilities and State Superfund; Voluntary Cleanup; and School sites. EnviroStor provides similar information to the information that was available in CalSites, and provides additional site information, including, but not limited to, identification of formerly-contaminated properties that have been released for reuse, properties where environmental deed restrictions have been recorded to prevent inappropriate land uses, and risk characterization information that is used to assess potential impacts to public health and the environment at contaminated sites.

Date of Government Version: 08/18/2010
Date Data Arrived at EDR: 09/16/2010
Date Made Active in Reports: 09/29/2010
Number of Days to Update: 13

Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 11/09/2010
Next Scheduled EDR Contact: 02/21/2011
Data Release Frequency: Quarterly

State and tribal landfill and/or solid waste disposal site lists

SWF/LF (SWIS): Solid Waste Information System
Active, Closed and Inactive Landfills. SWF/LF records typically contain an inve ntory of solid waste disposal facilities or landfills. These may be active or i nactive facilities or open dumps that failed to meet RCRA Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 08/23/2010
Date Data Arrived at EDR: 08/24/2010
Date Made Active in Reports: 09/29/2010
Number of Days to Update: 36

Source: Department of Resources Recycling and Recovery
Telephone: 916-341-6320
Last EDR Contact: 11/23/2010
Next Scheduled EDR Contact: 03/07/2011
Data Release Frequency: Quarterly

State and tribal leaking storage tank lists

LUST REG 9: Leaking Underground Storage Tank Report
Orange, Riverside, San Diego counties. For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 03/01/2001
Date Data Arrived at EDR: 04/23/2001
Date Made Active in Reports: 05/21/2001
Number of Days to Update: 28

Source: California Regional Water Quality Control Board San Diego Region (9)
Telephone: 858-637-5595
Last EDR Contact: 12/22/2010
Next Scheduled EDR Contact: 04/11/2011
Data Release Frequency: No Update Planned

LUST REG 7: Leaking Underground Storage Tank Case Listing
Leaking Underground Storage Tank locations. Imperial, Riverside, San Diego, Santa Barbara counties.

Date of Government Version: 02/26/2004
Date Data Arrived at EDR: 02/26/2004
Date Made Active in Reports: 03/24/2004
Number of Days to Update: 27

Source: California Regional Water Quality Control Board Colorado River Basin Region (7)
Telephone: 760-776-8943
Last EDR Contact: 11/01/2011
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: No Update Planned

LUST REG 6V: Leaking Underground Storage Tank Case Listing
Leaking Underground Storage Tank locations. Inyo, Kern, Los Angeles, Mono, San Bernardino counties.

Date of Government Version: 06/07/2005
Date Data Arrived at EDR: 06/07/2005
Date Made Active in Reports: 06/29/2005
Number of Days to Update: 22

Source: California Regional Water Quality Control Board Victorville Branch Office (6)
Telephone: 760-241-7365
Last EDR Contact: 12/10/2010
Next Scheduled EDR Contact: 03/28/2011
Data Release Frequency: No Update Planned

LUST REG 6L: Leaking Underground Storage Tank Case Listing
For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 09/09/2003
Date Data Arrived at EDR: 09/10/2003
Date Made Active in Reports: 10/07/2003
Number of Days to Update: 27

Source: California Regional Water Quality Control Board Lahontan Region (6)
Telephone: 530-542-5572
Last EDR Contact: 12/10/2010
Next Scheduled EDR Contact: 03/28/2011
Data Release Frequency: No Update Planned

LUST REG 5: Leaking Underground Storage Tank Database
Leaking Underground Storage Tank locations. Alameda, Alpine, Amador, Butte, Colusa, Contra Costa, Calveras, El Dorado, Fresno, Glenn, Kern, Kings, Lake, Lassen, Madera, Mariposa, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Solano, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, Yolo, Yuba counties.

Date of Government Version: 07/01/2008
Date Data Arrived at EDR: 07/22/2008
Date Made Active in Reports: 07/31/2008
Number of Days to Update: 9

Source: California Regional Water Quality Control Board Central Valley Region (5)
Telephone: 916-464-4834
Last EDR Contact: 01/03/2011
Next Scheduled EDR Contact: 04/18/2011
Data Release Frequency: Quarterly

LUST REG 4: Underground Storage Tank Leak List

Los Angeles, Ventura counties. For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 09/07/2004
Date Data Arrived at EDR: 09/07/2004
Date Made Active in Reports: 10/12/2004
Number of Days to Update: 35

Source: California Regional Water Quality Control Board Los Angeles Region (4)
Telephone: 213-576-6710
Last EDR Contact: 12/06/2010
Next Scheduled EDR Contact: 03/21/2011
Data Release Frequency: No Update Planned

LUST REG 3: Leaking Underground Storage Tank Database

Leaking Underground Storage Tank locations. Monterey, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz counties.

Date of Government Version: 05/19/2003
Date Data Arrived at EDR: 05/19/2003
Date Made Active in Reports: 06/02/2003
Number of Days to Update: 14

Source: California Regional Water Quality Control Board Central Coast Region (3)
Telephone: 805-542-4786
Last EDR Contact: 10/18/2010
Next Scheduled EDR Contact: 01/31/2011
Data Release Frequency: No Update Planned

LUST REG 2: Fuel Leak List

Leaking Underground Storage Tank locations. Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, Sonoma counties.

Date of Government Version: 09/30/2004
Date Data Arrived at EDR: 10/20/2004
Date Made Active in Reports: 11/19/2004
Number of Days to Update: 30

Source: California Regional Water Quality Control Board San Francisco Bay Region (2)
Telephone: 510-622-2433
Last EDR Contact: 12/16/2010
Next Scheduled EDR Contact: 04/04/2011
Data Release Frequency: Quarterly

LUST REG 1: Active Toxic Site Investigation

Del Norte, Humboldt, Lake, Mendocino, Modoc, Siskiyou, Sonoma, Trinity counties. For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 02/01/2001
Date Data Arrived at EDR: 02/28/2001
Date Made Active in Reports: 03/29/2001
Number of Days to Update: 29

Source: California Regional Water Quality Control Board North Coast (1)
Telephone: 707-570-3769
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: No Update Planned

LUST: Geotracker's Leaking Underground Fuel Tank Report

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state. For more information on a particular leaking underground storage tank sites, please contact the appropriate regulatory agency.

Date of Government Version: 10/28/2010
Date Data Arrived at EDR: 10/28/2010
Date Made Active in Reports: 11/17/2010
Number of Days to Update: 20

Source: State Water Resources Control Board
Telephone: see region list
Last EDR Contact: 12/16/2010
Next Scheduled EDR Contact: 04/04/2011
Data Release Frequency: Quarterly

LUST REG 8: Leaking Underground Storage Tanks

California Regional Water Quality Control Board Santa Ana Region (8). For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 02/14/2005
Date Data Arrived at EDR: 02/15/2005
Date Made Active in Reports: 03/28/2005
Number of Days to Update: 41

Source: California Regional Water Quality Control Board Santa Ana Region (8)
Telephone: 909-782-4496
Last EDR Contact: 10/18/2010
Next Scheduled EDR Contact: 01/31/2011
Data Release Frequency: Varies

SLIC: Statewide SLIC Cases

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 10/28/2010
Date Data Arrived at EDR: 10/28/2010
Date Made Active in Reports: 11/17/2010
Number of Days to Update: 20

Source: State Water Resources Control Board
Telephone: 866-480-1028
Last EDR Contact: 12/16/2010
Next Scheduled EDR Contact: 04/04/2011
Data Release Frequency: Varies

SLIC REG 1: Active Toxic Site Investigations

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 04/03/2003
Date Data Arrived at EDR: 04/07/2003
Date Made Active in Reports: 04/25/2003
Number of Days to Update: 18

Source: California Regional Water Quality Control Board, North Coast Region (1)
Telephone: 707-576-2220
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: No Update Planned

SLIC REG 2: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 09/30/2004
Date Data Arrived at EDR: 10/20/2004
Date Made Active in Reports: 11/19/2004
Number of Days to Update: 30

Source: Regional Water Quality Control Board San Francisco Bay Region (2)
Telephone: 510-286-0457
Last EDR Contact: 12/16/2010
Next Scheduled EDR Contact: 04/04/2011
Data Release Frequency: Quarterly

SLIC REG 3: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 05/18/2006
Date Data Arrived at EDR: 05/18/2006
Date Made Active in Reports: 06/15/2006
Number of Days to Update: 28

Source: California Regional Water Quality Control Board Central Coast Region (3)
Telephone: 805-549-3147
Last EDR Contact: 10/18/2010
Next Scheduled EDR Contact: 01/31/2011
Data Release Frequency: Semi-Annually

SLIC REG 4: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 11/17/2004
Date Data Arrived at EDR: 11/18/2004
Date Made Active in Reports: 01/04/2005
Number of Days to Update: 47

Source: Region Water Quality Control Board Los Angeles Region (4)
Telephone: 213-576-6600
Last EDR Contact: 01/03/2011
Next Scheduled EDR Contact: 04/18/2011
Data Release Frequency: Varies

SLIC REG 5: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 04/01/2005
Date Data Arrived at EDR: 04/05/2005
Date Made Active in Reports: 04/21/2005
Number of Days to Update: 16

Source: Regional Water Quality Control Board Central Valley Region (5)
Telephone: 916-464-3291
Last EDR Contact: 12/10/2010
Next Scheduled EDR Contact: 03/28/2011
Data Release Frequency: Semi-Annually

SLIC REG 6V: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 05/24/2005
Date Data Arrived at EDR: 05/25/2005
Date Made Active in Reports: 06/16/2005
Number of Days to Update: 22

Source: Regional Water Quality Control Board, Victorville Branch
Telephone: 619-241-6583
Last EDR Contact: 11/22/2010
Next Scheduled EDR Contact: 02/28/2011
Data Release Frequency: Semi-Annually

SLIC REG 6L: SLIC Sites
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 09/07/2004
Date Data Arrived at EDR: 09/07/2004
Date Made Active in Reports: 10/12/2004
Number of Days to Update: 35

Source: California Regional Water Quality Control Board, Lahontan Region
Telephone: 530-542-5574
Last EDR Contact: 11/22/2010
Next Scheduled EDR Contact: 02/28/2011
Data Release Frequency: No Update Planned

SLIC REG 7: SLIC List
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 11/24/2004
Date Data Arrived at EDR: 11/29/2004
Date Made Active in Reports: 01/04/2005
Number of Days to Update: 36

Source: California Regional Quality Control Board, Colorado River Basin Region
Telephone: 760-346-7491
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: No Update Planned

SLIC REG 8: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 04/03/2008
Date Data Arrived at EDR: 04/03/2008
Date Made Active in Reports: 04/14/2008
Number of Days to Update: 11

Source: California Region Water Quality Control Board Santa Ana Region (8)
Telephone: 951-782-3298
Last EDR Contact: 12/10/2010
Next Scheduled EDR Contact: 03/28/2011
Data Release Frequency: Semi-Annually

SLIC REG 9: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 09/10/2007
Date Data Arrived at EDR: 09/11/2007
Date Made Active in Reports: 09/28/2007
Number of Days to Update: 17

Source: California Regional Water Quality Control Board San Diego Region (9)
Telephone: 858-467-2980
Last EDR Contact: 11/08/2010
Next Scheduled EDR Contact: 02/21/2011
Data Release Frequency: Annually

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 08/05/2010
Date Data Arrived at EDR: 08/06/2010
Date Made Active in Reports: 10/04/2010
Number of Days to Update: 59

Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Quarterly

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land
A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 02/19/2009
Date Data Arrived at EDR: 02/19/2009
Date Made Active in Reports: 03/16/2009
Number of Days to Update: 25

Source: EPA Region 1
Telephone: 617-918-1313
Last EDR Contact: 11/02/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Varies

INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 05/24/2010
Date Data Arrived at EDR: 05/27/2010
Date Made Active in Reports: 08/09/2010
Number of Days to Update: 74

Source: EPA Region 8
Telephone: 303-312-6271
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Quarterly

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 08/05/2010
Date Data Arrived at EDR: 08/06/2010
Date Made Active in Reports: 10/04/2010
Number of Days to Update: 59

Source: EPA Region 6
Telephone: 214-665-6597
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Varies

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 08/27/2010
Date Data Arrived at EDR: 08/30/2010
Date Made Active in Reports: 10/04/2010
Number of Days to Update: 35

Source: EPA Region 4
Telephone: 404-562-8677
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Semi-Annually

INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 08/30/2010
Date Data Arrived at EDR: 08/30/2010
Date Made Active in Reports: 10/04/2010
Number of Days to Update: 35

Source: Environmental Protection Agency
Telephone: 415-972-3372
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Quarterly

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 11/04/2009
Date Data Arrived at EDR: 05/04/2010
Date Made Active in Reports: 07/07/2010
Number of Days to Update: 64

Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 12/03/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Varies

State and tribal registered storage tank lists

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

UST: Active UST Facilities
Active UST facilities gathered from the local regulatory agencies

Date of Government Version: 10/28/2010
Date Data Arrived at EDR: 10/28/2010
Date Made Active in Reports: 11/18/2010
Number of Days to Update: 21

Source: SWRCB
Telephone: 916-480-1028
Last EDR Contact: 12/16/2010
Next Scheduled EDR Contact: 04/04/2011
Data Release Frequency: Semi-Annually

AST: Aboveground Petroleum Storage Tank Facilities
Registered Aboveground Storage Tanks.

Date of Government Version: 08/01/2009
Date Data Arrived at EDR: 09/10/2009
Date Made Active in Reports: 10/01/2009
Number of Days to Update: 21

Source: State Water Resources Control Board
Telephone: 916-341-5712
Last EDR Contact: 10/12/2010
Next Scheduled EDR Contact: 01/24/2011
Data Release Frequency: Quarterly

INDIAN UST R10: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 08/05/2010
Date Data Arrived at EDR: 08/06/2010
Date Made Active in Reports: 10/04/2010
Number of Days to Update: 59

Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Quarterly

INDIAN UST R9: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 08/30/2010
Date Data Arrived at EDR: 08/30/2010
Date Made Active in Reports: 10/04/2010
Number of Days to Update: 35

Source: EPA Region 9
Telephone: 415-972-3368
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Quarterly

INDIAN UST R8: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 05/24/2010
Date Data Arrived at EDR: 05/27/2010
Date Made Active in Reports: 08/09/2010
Number of Days to Update: 74

Source: EPA Region 8
Telephone: 303-312-6137
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Quarterly

INDIAN UST R7: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 04/01/2008
Date Data Arrived at EDR: 12/30/2008
Date Made Active in Reports: 03/16/2009
Number of Days to Update: 76

Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 11/09/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Varies

INDIAN UST R6: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 08/03/2010
Date Data Arrived at EDR: 08/04/2010
Date Made Active in Reports: 10/04/2010
Number of Days to Update: 61

Source: EPA Region 6
Telephone: 214-665-7591
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Semi-Annually

INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 02/11/2010
Date Data Arrived at EDR: 02/11/2010
Date Made Active in Reports: 04/12/2010
Number of Days to Update: 60

Source: EPA Region 5
Telephone: 312-886-6136
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Varies

INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 08/27/2010
Date Data Arrived at EDR: 08/30/2010
Date Made Active in Reports: 10/04/2010
Number of Days to Update: 35

Source: EPA Region 4
Telephone: 404-562-9424
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Semi-Annually

INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 02/19/2009
Date Data Arrived at EDR: 02/19/2009
Date Made Active in Reports: 03/16/2009
Number of Days to Update: 25

Source: EPA, Region 1
Telephone: 617-918-1313
Last EDR Contact: 11/02/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Varies

FEMA UST: Underground Storage Tank Listing

A listing of all FEMA owned underground storage tanks.

Date of Government Version: 01/01/2010
Date Data Arrived at EDR: 02/16/2010
Date Made Active in Reports: 04/12/2010
Number of Days to Update: 55

Source: FEMA
Telephone: 202-646-5797
Last EDR Contact: 10/29/2010
Next Scheduled EDR Contact: 01/31/2011
Data Release Frequency: Varies

State and tribal voluntary cleanup sites

INDIAN VCP R7: Voluntary Cleanup Priority Lisitng

A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008
Date Data Arrived at EDR: 04/22/2008
Date Made Active in Reports: 05/19/2008
Number of Days to Update: 27

Source: EPA, Region 7
Telephone: 913-551-7365
Last EDR Contact: 04/20/2009
Next Scheduled EDR Contact: 07/20/2009
Data Release Frequency: Varies

VCP: Voluntary Cleanup Program Properties

Contains low threat level properties with either confirmed or unconfirmed releases and the project proponents have request that DTSC oversee investigation and/or cleanup activities and have agreed to provide coverage for DTSC's costs.

Date of Government Version: 08/18/2010
Date Data Arrived at EDR: 09/16/2010
Date Made Active in Reports: 09/29/2010
Number of Days to Update: 13

Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 11/09/2010
Next Scheduled EDR Contact: 02/21/2011
Data Release Frequency: Quarterly

INDIAN VCP R1: Voluntary Cleanup Priority Listing
A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 04/02/2008
Date Data Arrived at EDR: 04/22/2008
Date Made Active in Reports: 05/19/2008
Number of Days to Update: 27

Source: EPA, Region 1
Telephone: 617-918-1102
Last EDR Contact: 01/05/2010
Next Scheduled EDR Contact: 04/18/2011
Data Release Frequency: Varies

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS: A Listing of Brownfields Sites
Included in the listing are brownfields properties addresses by Cooperative Agreement Recipients and brownfields properties addressed by Targeted Brownfields Assessments. Targeted Brownfields Assessments-EPA's Targeted Brownfields Assessments (TBA) program is designed to help states, tribes, and municipalities--especially those without EPA Brownfields Assessment Demonstration Pilots--minimize the uncertainties of contamination often associated with brownfields. Under the TBA program, EPA provides funding and/or technical assistance for environmental assessments at brownfields sites throughout the country. Targeted Brownfields Assessments supplement and work with other efforts under EPA's Brownfields Initiative to promote cleanup and redevelopment of brownfields. Cooperative Agreement Recipients-States, political subdivisions, territories, and Indian tribes become Brownfields Cleanup Revolving Loan Fund (BCRLF) cooperative agreement recipients when they enter into BCRLF cooperative agreements with the U.S. EPA. EPA selects BCRLF cooperative agreement recipients based on a proposal and application process. BCRLF cooperative agreement recipients must use EPA funds provided through BCRLF cooperative agreement for specified brownfields-related cleanup activities.

Date of Government Version: 06/24/2010
Date Data Arrived at EDR: 06/25/2010
Date Made Active in Reports: 08/17/2010
Number of Days to Update: 53

Source: Environmental Protection Agency
Telephone: 202-566-2777
Last EDR Contact: 12/30/2010
Next Scheduled EDR Contact: 04/11/2011
Data Release Frequency: Semi-Annually

Local Lists of Landfill / Solid Waste Disposal Sites

ODI: Open Dump Inventory
An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985
Date Data Arrived at EDR: 08/09/2004
Date Made Active in Reports: 09/17/2004
Number of Days to Update: 39

Source: Environmental Protection Agency
Telephone: 800-424-9346
Last EDR Contact: 06/09/2004
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations
A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009
Date Data Arrived at EDR: 05/07/2009
Date Made Active in Reports: 09/21/2009
Number of Days to Update: 137

Source: EPA, Region 9
Telephone: 415-947-4219
Last EDR Contact: 12/22/2010
Next Scheduled EDR Contact: 04/11/2011
Data Release Frequency: No Update Planned

WMUDS/SWAT: Waste Management Unit Database

Waste Management Unit Database System. WMUDS is used by the State Water Resources Control Board staff and the Regional Water Quality Control Boards for program tracking and inventory of waste management units. WMUDS is composed of the following databases: Facility Information, Scheduled Inspections Information, Waste Management Unit Information, SWAT Program Information, SWAT Report Summary Information, SWAT Report Summary Data, Chapter 15 (formerly Subchapter 15) Information, Chapter 15 Monitoring Parameters, TPCA Program Information, RCRA Program Information, Closure Information, and Interested Parties Information.

Date of Government Version: 04/01/2000
Date Data Arrived at EDR: 04/10/2000
Date Made Active in Reports: 05/10/2000
Number of Days to Update: 30

Source: State Water Resources Control Board
Telephone: 916-227-4448
Last EDR Contact: 11/22/2010
Next Scheduled EDR Contact: 02/28/2011
Data Release Frequency: Quarterly

SWRCY: Recycler Database

A listing of recycling facilities in California.

Date of Government Version: 07/23/2010
Date Data Arrived at EDR: 09/21/2010
Date Made Active in Reports: 09/29/2010
Number of Days to Update: 8

Source: Department of Conservation
Telephone: 916-323-3836
Last EDR Contact: 12/23/2010
Next Scheduled EDR Contact: 04/04/2011
Data Release Frequency: Quarterly

HAULERS: Registered Waste Tire Haulers Listing

A listing of registered waste tire haulers.

Date of Government Version: 09/27/2010
Date Data Arrived at EDR: 09/28/2010
Date Made Active in Reports: 10/18/2010
Number of Days to Update: 20

Source: Integrated Waste Management Board
Telephone: 916-341-6422
Last EDR Contact: 11/23/2010
Next Scheduled EDR Contact: 03/07/2011
Data Release Frequency: Varies

INDIAN ODI: Report on the Status of Open Dumps on Indian Lands

Location of open dumps on Indian land.

Date of Government Version: 12/31/1998
Date Data Arrived at EDR: 12/03/2007
Date Made Active in Reports: 01/24/2008
Number of Days to Update: 52

Source: Environmental Protection Agency
Telephone: 703-308-8245
Last EDR Contact: 11/09/2010
Next Scheduled EDR Contact: 02/21/2011
Data Release Frequency: Varies

Local Lists of Hazardous waste / Contaminated Sites

US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 05/07/2010
Date Data Arrived at EDR: 06/18/2010
Date Made Active in Reports: 08/17/2010
Number of Days to Update: 60

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 12/08/2010
Next Scheduled EDR Contact: 03/21/2011
Data Release Frequency: Quarterly

HIST CAL-SITES: Calsites Database

The Calsites database contains potential or confirmed hazardous substance release properties. In 1996, California EPA reevaluated and significantly reduced the number of sites in the Calsites database. No longer updated by the state agency. It has been replaced by ENVIROSTOR.

Date of Government Version: 08/08/2005
Date Data Arrived at EDR: 08/03/2006
Date Made Active in Reports: 08/24/2006
Number of Days to Update: 21

Source: Department of Toxic Substance Control
Telephone: 916-323-3400
Last EDR Contact: 02/23/2009
Next Scheduled EDR Contact: 05/25/2009
Data Release Frequency: No Update Planned

SCH: School Property Evaluation Program

This category contains proposed and existing school sites that are being evaluated by DTSC for possible hazardous materials contamination. In some cases, these properties may be listed in the CalSites category depending on the level of threat to public health and safety or the environment they pose.

Date of Government Version: 08/18/2010
Date Data Arrived at EDR: 09/16/2010
Date Made Active in Reports: 09/29/2010
Number of Days to Update: 13

Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 11/09/2010
Next Scheduled EDR Contact: 02/21/2011
Data Release Frequency: Quarterly

TOXIC PITS: Toxic Pits Cleanup Act Sites

Toxic PITS Cleanup Act Sites. TOXIC PITS identifies sites suspected of containing hazardous substances where cleanup has not yet been completed.

Date of Government Version: 07/01/1995
Date Data Arrived at EDR: 08/30/1995
Date Made Active in Reports: 09/26/1995
Number of Days to Update: 27

Source: State Water Resources Control Board
Telephone: 916-227-4364
Last EDR Contact: 01/26/2009
Next Scheduled EDR Contact: 04/27/2009
Data Release Frequency: No Update Planned

CDL: Clandestine Drug Labs

A listing of drug lab locations. Listing of a location in this database does not indicate that any illegal drug lab materials were or were not present there, and does not constitute a determination that the location either requires or does not require additional cleanup work.

Date of Government Version: 08/19/2010
Date Data Arrived at EDR: 08/23/2010
Date Made Active in Reports: 09/29/2010
Number of Days to Update: 37

Source: Department of Toxic Substances Control
Telephone: 916-255-6504
Last EDR Contact: 01/03/2011
Next Scheduled EDR Contact: 04/18/2011
Data Release Frequency: Varies

US HIST CDL: National Clandestine Laboratory Register

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 09/01/2007
Date Data Arrived at EDR: 11/19/2008
Date Made Active in Reports: 03/30/2009
Number of Days to Update: 131

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 03/23/2009
Next Scheduled EDR Contact: 06/22/2009
Data Release Frequency: No Update Planned

Local Lists of Registered Storage Tanks

CA FID UST: Facility Inventory Database

The Facility Inventory Database (FID) contains a historical listing of active and inactive underground storage tank locations from the State Water Resource Control Board. Refer to local/county source for current data.

Date of Government Version: 10/31/1994
Date Data Arrived at EDR: 09/05/1995
Date Made Active in Reports: 09/29/1995
Number of Days to Update: 24

Source: California Environmental Protection Agency
Telephone: 916-341-5851
Last EDR Contact: 12/28/1998
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

UST MENDOCINO: Mendocino County UST Database
A listing of underground storage tank locations in Mendocino County.

Date of Government Version: 09/23/2009
Date Data Arrived at EDR: 09/23/2009
Date Made Active in Reports: 10/01/2009
Number of Days to Update: 8

Source: Department of Public Health
Telephone: 707-463-4466
Last EDR Contact: 12/06/2010
Next Scheduled EDR Contact: 03/21/2011
Data Release Frequency: Annually

HIST UST: Hazardous Substance Storage Container Database
The Hazardous Substance Storage Container Database is a historical listing of UST sites. Refer to local/county source for current data.

Date of Government Version: 10/15/1990
Date Data Arrived at EDR: 01/25/1991
Date Made Active in Reports: 02/12/1991
Number of Days to Update: 18

Source: State Water Resources Control Board
Telephone: 916-341-5851
Last EDR Contact: 07/26/2001
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

SWEEPS UST: SWEEPS UST Listing
Statewide Environmental Evaluation and Planning System. This underground storage tank listing was updated and maintained by a company contacted by the SWRCB in the early 1990's. The listing is no longer updated or maintained. The local agency is the contact for more information on a site on the SWEEPS list.

Date of Government Version: 06/01/1994
Date Data Arrived at EDR: 07/07/2005
Date Made Active in Reports: 08/11/2005
Number of Days to Update: 35

Source: State Water Resources Control Board
Telephone: N/A
Last EDR Contact: 06/03/2005
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

Local Land Records

LIENS 2: CERCLA Lien Information
A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 05/06/2010
Date Data Arrived at EDR: 05/11/2010
Date Made Active in Reports: 08/09/2010
Number of Days to Update: 90

Source: Environmental Protection Agency
Telephone: 202-564-6023
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Varies

LUCIS: Land Use Control Information System
LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 12/09/2005
Date Data Arrived at EDR: 12/11/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 31

Source: Department of the Navy
Telephone: 843-820-7326
Last EDR Contact: 11/22/2010
Next Scheduled EDR Contact: 03/07/2011
Data Release Frequency: Varies

LIENS: Environmental Liens Listing
A listing of property locations with environmental liens for California where DTSC is a lien holder.

Date of Government Version: 10/26/2010
Date Data Arrived at EDR: 10/27/2010
Date Made Active in Reports: 11/17/2010
Number of Days to Update: 21

Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 12/09/2010
Next Scheduled EDR Contact: 01/31/2011
Data Release Frequency: Varies

DEED: Deed Restriction Listing

Site Mitigation and Brownfields Reuse Program Facility Sites with Deed Restrictions & Hazardous Waste Management Program Facility Sites with Deed / Land Use Restriction. The DTSC Site Mitigation and Brownfields Reuse Program (SMBRP) list includes sites cleaned up under the program's oversight and generally does not include current or former hazardous waste facilities that required a hazardous waste facility permit. The list represents deed restrictions that are active. Some sites have multiple deed restrictions. The DTSC Hazardous Waste Management Program (HWMP) has developed a list of current or former hazardous waste facilities that have a recorded land use restriction at the local county recorder's office. The land use restrictions on this list were required by the DTSC HWMP as a result of the presence of hazardous substances that remain on site after the facility (or part of the facility) has been closed or cleaned up. The types of land use restriction include deed notice, deed restriction, or a land use restriction that binds current and future owners.

Date of Government Version: 09/14/2010
Date Data Arrived at EDR: 09/15/2010
Date Made Active in Reports: 09/29/2010
Number of Days to Update: 14

Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 12/14/2010
Next Scheduled EDR Contact: 03/28/2011
Data Release Frequency: Semi-Annually

Records of Emergency Release Reports

HMIRS: Hazardous Materials Information Reporting System

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 04/06/2010
Date Data Arrived at EDR: 04/07/2010
Date Made Active in Reports: 05/27/2010
Number of Days to Update: 50

Source: U.S. Department of Transportation
Telephone: 202-366-4555
Last EDR Contact: 01/05/2011
Next Scheduled EDR Contact: 04/18/2011
Data Release Frequency: Annually

CHMIRS: California Hazardous Material Incident Report System

California Hazardous Material Incident Reporting System. CHMIRS contains information on reported hazardous material incidents (accidental releases or spills).

Date of Government Version: 12/31/2009
Date Data Arrived at EDR: 07/21/2010
Date Made Active in Reports: 08/20/2010
Number of Days to Update: 30

Source: Office of Emergency Services
Telephone: 916-845-8400
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Varies

LDS: Land Disposal Sites Listing

The Land Disposal program regulates of waste discharge to land for treatment, storage and disposal in waste management units.

Date of Government Version: 10/28/2010
Date Data Arrived at EDR: 10/28/2010
Date Made Active in Reports: 11/17/2010
Number of Days to Update: 20

Source: State Water Qualilty Control Board
Telephone: 866-480-1028
Last EDR Contact: 12/16/2010
Next Scheduled EDR Contact: 04/04/2011
Data Release Frequency: Quarterly

MCS: Military Cleanup Sites Listing

The State Water Resources Control Board and nine Regional Water Quality Control Boards partner with the Department of Defense (DoD) through the Defense and State Memorandum of Agreement (DSMOA) to oversee the investigation and remediation of water quality issues at military facilities.

Date of Government Version: 10/28/2010
Date Data Arrived at EDR: 10/28/2010
Date Made Active in Reports: 11/17/2010
Number of Days to Update: 20

Source: State Water Resources Control Board
Telephone: 866-480-1028
Last EDR Contact: 12/16/2010
Next Scheduled EDR Contact: 04/04/2011
Data Release Frequency: Quarterly

Other Ascertainable Records

RCRA-NonGen: RCRA - Non Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 02/17/2010
Date Data Arrived at EDR: 02/19/2010
Date Made Active in Reports: 05/17/2010
Number of Days to Update: 87

Source: Environmental Protection Agency
Telephone: (415) 495-8895
Last EDR Contact: 10/07/2010
Next Scheduled EDR Contact: 01/17/2011
Data Release Frequency: Varies

DOT OPS: Incident and Accident Data

Department of Transporation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 01/12/2010
Date Data Arrived at EDR: 02/09/2010
Date Made Active in Reports: 04/12/2010
Number of Days to Update: 62

Source: Department of Transporation, Office of Pipeline Safety
Telephone: 202-366-4595
Last EDR Contact: 11/09/2010
Next Scheduled EDR Contact: 02/21/2011
Data Release Frequency: Varies

DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 11/10/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 62

Source: USGS
Telephone: 703-692-8801
Last EDR Contact: 10/28/2010
Next Scheduled EDR Contact: 01/31/2011
Data Release Frequency: Semi-Annually

FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 12/31/2009
Date Data Arrived at EDR: 08/12/2010
Date Made Active in Reports: 12/02/2010
Number of Days to Update: 112

Source: U.S. Army Corps of Engineers
Telephone: 202-528-4285
Last EDR Contact: 12/13/2010
Next Scheduled EDR Contact: 03/28/2011
Data Release Frequency: Varies

CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 07/01/2010
Date Data Arrived at EDR: 08/11/2010
Date Made Active in Reports: 12/02/2010
Number of Days to Update: 113

Source: Department of Justice, Consent Decree Library
Telephone: Varies
Last EDR Contact: 01/03/2011
Next Scheduled EDR Contact: 04/18/2011
Data Release Frequency: Varies

ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 06/01/2010
Date Data Arrived at EDR: 06/16/2010
Date Made Active in Reports: 08/17/2010
Number of Days to Update: 62

Source: EPA
Telephone: 703-416-0223
Last EDR Contact: 12/10/2010
Next Scheduled EDR Contact: 03/28/2011
Data Release Frequency: Annually

UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 12/14/2009
Date Data Arrived at EDR: 09/29/2010
Date Made Active in Reports: 10/04/2010
Number of Days to Update: 5

Source: Department of Energy
Telephone: 505-845-0011
Last EDR Contact: 11/29/2010
Next Scheduled EDR Contact: 03/14/2011
Data Release Frequency: Varies

MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 08/04/2010
Date Data Arrived at EDR: 09/09/2010
Date Made Active in Reports: 12/02/2010
Number of Days to Update: 84

Source: Department of Labor, Mine Safety and Health Administration
Telephone: 303-231-5959
Last EDR Contact: 09/09/2010
Next Scheduled EDR Contact: 03/21/2011
Data Release Frequency: Semi-Annually

TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2008
Date Data Arrived at EDR: 01/13/2010
Date Made Active in Reports: 02/18/2010
Number of Days to Update: 36

Source: EPA
Telephone: 202-566-0250
Last EDR Contact: 12/17/2010
Next Scheduled EDR Contact: 03/14/2011
Data Release Frequency: Annually

TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2006
Date Data Arrived at EDR: 09/29/2010
Date Made Active in Reports: 12/02/2010
Number of Days to Update: 64

Source: EPA
Telephone: 202-260-5521
Last EDR Contact: 12/29/2010
Next Scheduled EDR Contact: 04/11/2011
Data Release Frequency: Every 4 Years

FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25

Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Telephone: 202-566-1667
Last EDR Contact: 11/29/2010
Next Scheduled EDR Contact: 03/14/2011
Data Release Frequency: Quarterly

FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25

Source: EPA
Telephone: 202-566-1667
Last EDR Contact: 11/29/2010
Next Scheduled EDR Contact: 03/14/2011
Data Release Frequency: Quarterly

HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing

A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2007
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing

A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2008
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 12/31/2008
Date Data Arrived at EDR: 01/06/2010
Date Made Active in Reports: 02/10/2010
Number of Days to Update: 35

Source: EPA
Telephone: 202-564-4203
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Annually

ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 04/24/2010
Date Data Arrived at EDR: 04/29/2010
Date Made Active in Reports: 05/17/2010
Number of Days to Update: 18

Source: Environmental Protection Agency
Telephone: 202-564-5088
Last EDR Contact: 12/23/2010
Next Scheduled EDR Contact: 04/11/2011
Data Release Frequency: Quarterly

PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 02/01/2010
Date Data Arrived at EDR: 04/22/2010
Date Made Active in Reports: 08/09/2010
Number of Days to Update: 109

Source: EPA
Telephone: 202-566-0500
Last EDR Contact: 11/10/2010
Next Scheduled EDR Contact: 01/31/2011
Data Release Frequency: Annually

MLTS: Material Licensing Tracking System

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 03/18/2010
Date Data Arrived at EDR: 04/06/2010
Date Made Active in Reports: 05/27/2010
Number of Days to Update: 51

Source: Nuclear Regulatory Commission
Telephone: 301-415-7169
Last EDR Contact: 12/13/2010
Next Scheduled EDR Contact: 03/28/2011
Data Release Frequency: Quarterly

RADINFO: Radiation Information Database

The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

Date of Government Version: 07/13/2010
Date Data Arrived at EDR: 07/14/2010
Date Made Active in Reports: 08/09/2010
Number of Days to Update: 26

Source: Environmental Protection Agency
Telephone: 202-343-9775
Last EDR Contact: 10/14/2010
Next Scheduled EDR Contact: 01/24/2011
Data Release Frequency: Quarterly

FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 04/14/2010
Date Data Arrived at EDR: 04/16/2010
Date Made Active in Reports: 05/27/2010
Number of Days to Update: 41

Source: EPA
Telephone: (415) 947-8000
Last EDR Contact: 12/10/2010
Next Scheduled EDR Contact: 03/28/2011
Data Release Frequency: Quarterly

RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995
Date Data Arrived at EDR: 07/03/1995
Date Made Active in Reports: 08/07/1995
Number of Days to Update: 35

Source: EPA
Telephone: 202-564-4104
Last EDR Contact: 06/02/2008
Next Scheduled EDR Contact: 09/01/2008
Data Release Frequency: No Update Planned

BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2007
Date Data Arrived at EDR: 02/25/2010
Date Made Active in Reports: 05/12/2010
Number of Days to Update: 76

Source: EPA/NTIS
Telephone: 800-424-9346
Last EDR Contact: 11/30/2010
Next Scheduled EDR Contact: 03/07/2011
Data Release Frequency: Biennially

CA BOND EXP. PLAN: Bond Expenditure Plan

Department of Health Services developed a site-specific expenditure plan as the basis for an appropriation of Hazardous Substance Cleanup Bond Act funds. It is not updated.

Date of Government Version: 01/01/1989
Date Data Arrived at EDR: 07/27/1994
Date Made Active in Reports: 08/02/1994
Number of Days to Update: 6

Source: Department of Health Services
Telephone: 916-255-2118
Last EDR Contact: 05/31/1994
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

WDS: Waste Discharge System

Sites which have been issued waste discharge requirements.

Date of Government Version: 06/19/2007
Date Data Arrived at EDR: 06/20/2007
Date Made Active in Reports: 06/29/2007
Number of Days to Update: 9

Source: State Water Resources Control Board
Telephone: 916-341-5227
Last EDR Contact: 11/29/2010
Next Scheduled EDR Contact: 03/14/2011
Data Release Frequency: Quarterly

NPDES: NPDES Permits Listing

A listing of NPDES permits, including stormwater.

Date of Government Version: 08/24/2010
Date Data Arrived at EDR: 08/24/2010
Date Made Active in Reports: 09/29/2010
Number of Days to Update: 36

Source: State Water Resources Control Board
Telephone: 916-445-9379
Last EDR Contact: 11/23/2010
Next Scheduled EDR Contact: 03/07/2011
Data Release Frequency: Quarterly

CORTESE: "Cortese" Hazardous Waste & Substances Sites List

The sites for the list are designated by the State Water Resource Control Board (LUST), the Integrated Waste Board (SWF/LS), and the Department of Toxic Substances Control (Cal-Sites). This listing is no longer updated by the state agency.

Date of Government Version: 10/05/2010
Date Data Arrived at EDR: 10/06/2010
Date Made Active in Reports: 11/17/2010
Number of Days to Update: 42

Source: CAL EPA/Office of Emergency Information
Telephone: 916-323-3400
Last EDR Contact: 01/05/2011
Next Scheduled EDR Contact: 04/18/2011
Data Release Frequency: Quarterly

HIST CORTESE: Hazardous Waste & Substance Site List

The sites for the list are designated by the State Water Resource Control Board [LUST], the Integrated Waste Board [SWF/LS], and the Department of Toxic Substances Control [CALSITES].

Date of Government Version: 04/01/2001
Date Data Arrived at EDR: 01/22/2009
Date Made Active in Reports: 04/08/2009
Number of Days to Update: 76

Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 01/22/2009
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

NOTIFY 65: Proposition 65 Records

Proposition 65 Notification Records. NOTIFY 65 contains facility notifications about any release which could impact drinking water and thereby expose the public to a potential health risk.

Date of Government Version: 10/21/1993
Date Data Arrived at EDR: 11/01/1993
Date Made Active in Reports: 11/19/1993
Number of Days to Update: 18

Source: State Water Resources Control Board
Telephone: 916-445-3846
Last EDR Contact: 12/22/2010
Next Scheduled EDR Contact: 04/11/2011
Data Release Frequency: No Update Planned

DRYCLEANERS: Cleaner Facilities

A list of drycleaner related facilities that have EPA ID numbers. These are facilities with certain SIC codes: power laundries, family and commercial; garment pressing and cleaner's agents; linen supply; coin-operated laundries and cleaning; drycleaning plants, except rugs; carpet and upholster cleaning; industrial launderers; laundry and garment services.

Date of Government Version: 09/15/2010
Date Data Arrived at EDR: 09/16/2010
Date Made Active in Reports: 09/29/2010
Number of Days to Update: 13

Source: Department of Toxic Substance Control
Telephone: 916-327-4498
Last EDR Contact: 12/13/2010
Next Scheduled EDR Contact: 03/28/2011
Data Release Frequency: Annually

WIP: Well Investigation Program Case List

Well Investigation Program case in the San Gabriel and San Fernando Valley area.

Date of Government Version: 07/03/2009
Date Data Arrived at EDR: 07/21/2009
Date Made Active in Reports: 08/03/2009
Number of Days to Update: 13

Source: Los Angeles Water Quality Control Board
Telephone: 213-576-6726
Last EDR Contact: 01/03/2011
Next Scheduled EDR Contact: 04/18/2011
Data Release Frequency: Varies

HAZNET: Facility and Manifest Data

Facility and Manifest Data. The data is extracted from the copies of hazardous waste manifests received each year by the DTSC. The annual volume of manifests is typically 700,000 - 1,000,000 annually, representing approximately 350,000 - 500,000 shipments. Data are from the manifests submitted without correction, and therefore many contain some invalid values for data elements such as generator ID, TSD ID, waste category, and disposal method.

Date of Government Version: 12/31/2009
Date Data Arrived at EDR: 07/07/2010
Date Made Active in Reports: 08/12/2010
Number of Days to Update: 36

Source: California Environmental Protection Agency
Telephone: 916-255-1136
Last EDR Contact: 10/19/2010
Next Scheduled EDR Contact: 01/31/2011
Data Release Frequency: Annually

EMI: Emissions Inventory Data

Toxics and criteria pollutant emissions data collected by the ARB and local air pollution agencies.

Date of Government Version: 12/31/2008
Date Data Arrived at EDR: 09/29/2010
Date Made Active in Reports: 10/18/2010
Number of Days to Update: 19

Source: California Air Resources Board
Telephone: 916-322-2990
Last EDR Contact: 12/30/2010
Next Scheduled EDR Contact: 04/11/2011
Data Release Frequency: Varies

INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 12/08/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 34

Source: USGS
Telephone: 202-208-3710
Last EDR Contact: 10/28/2010
Next Scheduled EDR Contact: 01/31/2011
Data Release Frequency: Semi-Annually

SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 08/31/2010
Date Data Arrived at EDR: 09/01/2010
Date Made Active in Reports: 12/02/2010
Number of Days to Update: 92

Source: Environmental Protection Agency
Telephone: 615-532-8599
Last EDR Contact: 12/13/2010
Next Scheduled EDR Contact: 02/07/2011
Data Release Frequency: Varies

PROC: Certified Processors Database
A listing of certified processors.

Date of Government Version: 07/23/2010
Date Data Arrived at EDR: 09/21/2010
Date Made Active in Reports: 09/29/2010
Number of Days to Update: 8

Source: Department of Conservation
Telephone: 916-323-3836
Last EDR Contact: 12/23/2010
Next Scheduled EDR Contact: 04/04/2011
Data Release Frequency: Quarterly

MWMP: Medical Waste Management Program Listing
The Medical Waste Management Program (MWMP) ensures the proper handling and disposal of medical waste by permitting and inspecting medical waste Offsite Treatment Facilities (PDF) and Transfer Stations (PDF) throughout the state. MWMP also oversees all Medical Waste Transporters.

Date of Government Version: 09/03/2010
Date Data Arrived at EDR: 09/16/2010
Date Made Active in Reports: 09/29/2010
Number of Days to Update: 13

Source: Department of Public Health
Telephone: 916-558-1784
Last EDR Contact: 12/14/2010
Next Scheduled EDR Contact: 03/28/2011
Data Release Frequency: Varies

COAL ASH DOE: Sleam-Electric Plan Operation Data
A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 08/07/2009
Date Made Active in Reports: 10/22/2009
Number of Days to Update: 76

Source: Department of Energy
Telephone: 202-586-8719
Last EDR Contact: 10/28/2010
Next Scheduled EDR Contact: 01/31/2011
Data Release Frequency: Varies

COAL ASH EPA: Coal Combustion Residues Surface Impoundments List
A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 11/09/2009
Date Data Arrived at EDR: 12/18/2009
Date Made Active in Reports: 02/10/2010
Number of Days to Update: 54

Source: Environmental Protection Agency
Telephone: N/A
Last EDR Contact: 12/21/2010
Next Scheduled EDR Contact: 03/28/2011
Data Release Frequency: Varies

HWT: Registered Hazardous Waste Transporter Database
A listing of hazardous waste transporters. In California, unless specifically exempted, it is unlawful for any person to transport hazardous wastes unless the person holds a valid registration issued by DTSC. A hazardous waste transporter registration is valid for one year and is assigned a unique registration number.

Date of Government Version: 10/19/2010
Date Data Arrived at EDR: 10/20/2010
Date Made Active in Reports: 11/17/2010
Number of Days to Update: 28

Source: Department of Toxic Substances Control
Telephone: 916-440-7145
Last EDR Contact: 10/20/2010
Next Scheduled EDR Contact: 01/31/2011
Data Release Frequency: Quarterly

HWP: EnviroStor Permitted Facilities Listing
Detailed information on permitted hazardous waste facilities and corrective action ("cleanups") tracked in EnviroStor.

Date of Government Version: 08/09/2010
Date Data Arrived at EDR: 08/11/2010
Date Made Active in Reports: 08/20/2010
Number of Days to Update: 9

Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 12/10/2010
Next Scheduled EDR Contact: 02/21/2011
Data Release Frequency: Quarterly

FINANCIAL ASSURANCE 2: Financial Assurance Information Listing
A listing of financial assurance information for solid waste facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 09/27/2010
Date Data Arrived at EDR: 09/28/2010
Date Made Active in Reports: 10/18/2010
Number of Days to Update: 20

Source: California Integrated Waste Management Board
Telephone: 916-341-6066
Last EDR Contact: 12/20/2010
Next Scheduled EDR Contact: 03/07/2011
Data Release Frequency: Varies

FINANCIAL ASSURANCE: Financial Assurance Information Listing
Financial Assurance information

Date of Government Version: 03/01/2007
Date Data Arrived at EDR: 06/01/2007
Date Made Active in Reports: 06/29/2007
Number of Days to Update: 28

Source: Department of Toxic Substances Control
Telephone: 916-255-3628
Last EDR Contact: 11/10/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Varies

FEDLAND: Federal and Indian Lands
Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 02/06/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 339

Source: U.S. Geological Survey
Telephone: 888-275-8747
Last EDR Contact: 10/28/2010
Next Scheduled EDR Contact: 01/31/2011
Data Release Frequency: N/A

PCB TRANSFORMER: PCB Transformer Registration Database
The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 01/01/2008
Date Data Arrived at EDR: 02/18/2009
Date Made Active in Reports: 05/29/2009
Number of Days to Update: 100

Source: Environmental Protection Agency
Telephone: 202-566-0517
Last EDR Contact: 11/10/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Varies

EDR PROPRIETARY RECORDS

EDR Proprietary Records

Manufactured Gas Plants: EDR Proprietary Manufactured Gas Plants
The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

EDR Historical Auto Stations: EDR Proprietary Historic Gas Stations
EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR Historical Cleaners: EDR Proprietary Historic Dry Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

COUNTY RECORDS

ALAMEDA COUNTY:

Contaminated Sites

A listing of contaminated sites overseen by the Toxic Release Program (oil and groundwater contamination from chemical releases and spills) and the Leaking Underground Storage Tank Program (soil and ground water contamination from leaking petroleum USTs).

Date of Government Version: 10/13/2010
Date Data Arrived at EDR: 10/14/2010
Date Made Active in Reports: 11/17/2010
Number of Days to Update: 34

Source: Alameda County Environmental Health Services
Telephone: 510-567-6700
Last EDR Contact: 01/03/2011
Next Scheduled EDR Contact: 04/18/2011
Data Release Frequency: Semi-Annually

Underground Tanks

Underground storage tank sites located in Alameda county.

Date of Government Version: 10/13/2010
Date Data Arrived at EDR: 10/14/2010
Date Made Active in Reports: 11/18/2010
Number of Days to Update: 35

Source: Alameda County Environmental Health Services
Telephone: 510-567-6700
Last EDR Contact: 01/03/2011
Next Scheduled EDR Contact: 04/18/2011
Data Release Frequency: Semi-Annually

CONTRA COSTA COUNTY:

Site List

List includes sites from the underground tank, hazardous waste generator and business plan/2185 programs.

Date of Government Version: 08/16/2010
Date Data Arrived at EDR: 08/17/2010
Date Made Active in Reports: 08/20/2010
Number of Days to Update: 3

Source: Contra Costa Health Services Department
Telephone: 925-646-2286
Last EDR Contact: 11/22/2010
Next Scheduled EDR Contact: 02/21/2011
Data Release Frequency: Semi-Annually

FRESNO COUNTY:

CUPA Resources List

Certified Unified Program Agency. CUPA's are responsible for implementing a unified hazardous materials and hazardous waste management regulatory program. The agency provides oversight of businesses that deal with hazardous materials, operate underground storage tanks or aboveground storage tanks.

Date of Government Version: 10/15/2010
Date Data Arrived at EDR: 10/15/2010
Date Made Active in Reports: 11/17/2010
Number of Days to Update: 33

Source: Dept. of Community Health
Telephone: 559-445-3271
Last EDR Contact: 10/18/2010
Next Scheduled EDR Contact: 01/31/2011
Data Release Frequency: Semi-Annually

KERN COUNTY:

Underground Storage Tank Sites & Tank Listing
Kern County Sites and Tanks Listing.

Date of Government Version: 08/31/2010
Date Data Arrived at EDR: 09/01/2010
Date Made Active in Reports: 09/30/2010
Number of Days to Update: 29

Source: Kern County Environment Health Services Department
Telephone: 661-862-8700
Last EDR Contact: 11/22/2010
Next Scheduled EDR Contact: 02/28/2011
Data Release Frequency: Quarterly

LOS ANGELES COUNTY:

San Gabriel Valley Areas of Concern
San Gabriel Valley areas where VOC contamination is at or above the MCL as designated by region 9 EPA office.

Date of Government Version: 03/30/2009
Date Data Arrived at EDR: 03/31/2009
Date Made Active in Reports: 10/23/2009
Number of Days to Update: 206

Source: EPA Region 9
Telephone: 415-972-3178
Last EDR Contact: 12/22/2010
Next Scheduled EDR Contact: 04/11/2011
Data Release Frequency: No Update Planned

HMS: Street Number List
Industrial Waste and Underground Storage Tank Sites.

Date of Government Version: 07/29/2010
Date Data Arrived at EDR: 10/29/2010
Date Made Active in Reports: 11/17/2010
Number of Days to Update: 19

Source: Department of Public Works
Telephone: 626-458-3517
Last EDR Contact: 10/18/2010
Next Scheduled EDR Contact: 01/31/2011
Data Release Frequency: Semi-Annually

List of Solid Waste Facilities
Solid Waste Facilities in Los Angeles County.

Date of Government Version: 10/25/2010
Date Data Arrived at EDR: 10/27/2010
Date Made Active in Reports: 11/17/2010
Number of Days to Update: 21

Source: La County Department of Public Works
Telephone: 818-458-5185
Last EDR Contact: 10/25/2010
Next Scheduled EDR Contact: 02/07/2011
Data Release Frequency: Varies

City of Los Angeles Landfills
Landfills owned and maintained by the City of Los Angeles.

Date of Government Version: 03/05/2009
Date Data Arrived at EDR: 03/10/2009
Date Made Active in Reports: 04/08/2009
Number of Days to Update: 29

Source: Engineering & Construction Division
Telephone: 213-473-7869
Last EDR Contact: 11/22/2010
Next Scheduled EDR Contact: 03/07/2011
Data Release Frequency: Varies

Site Mitigation List
Industrial sites that have had some sort of spill or complaint.

Date of Government Version: 02/09/2010
Date Data Arrived at EDR: 02/12/2010
Date Made Active in Reports: 03/04/2010
Number of Days to Update: 20

Source: Community Health Services
Telephone: 323-890-7806
Last EDR Contact: 10/25/2010
Next Scheduled EDR Contact: 02/07/2011
Data Release Frequency: Annually

City of El Segundo Underground Storage Tank
Underground storage tank sites located in El Segundo city.

Date of Government Version: 10/26/2010
Date Data Arrived at EDR: 11/01/2010
Date Made Active in Reports: 11/18/2010
Number of Days to Update: 17

Source: City of El Segundo Fire Department
Telephone: 310-524-2236
Last EDR Contact: 10/25/2010
Next Scheduled EDR Contact: 02/07/2011
Data Release Frequency: Semi-Annually

City of Long Beach Underground Storage Tank
Underground storage tank sites located in the city of Long Beach.

Date of Government Version: 03/28/2003
Date Data Arrived at EDR: 10/23/2003
Date Made Active in Reports: 11/26/2003
Number of Days to Update: 34

Source: City of Long Beach Fire Department
Telephone: 562-570-2563
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Annually

City of Torrance Underground Storage Tank
Underground storage tank sites located in the city of Torrance.

Date of Government Version: 10/22/2010
Date Data Arrived at EDR: 10/27/2010
Date Made Active in Reports: 11/18/2010
Number of Days to Update: 22

Source: City of Torrance Fire Department
Telephone: 310-618-2973
Last EDR Contact: 10/18/2010
Next Scheduled EDR Contact: 01/31/2011
Data Release Frequency: Semi-Annually

MARIN COUNTY:

Underground Storage Tank Sites
Currently permitted USTs in Marin County.

Date of Government Version: 10/28/2010
Date Data Arrived at EDR: 11/16/2010
Date Made Active in Reports: 11/18/2010
Number of Days to Update: 2

Source: Public Works Department Waste Management
Telephone: 415-499-6647
Last EDR Contact: 10/12/2010
Next Scheduled EDR Contact: 01/24/2011
Data Release Frequency: Semi-Annually

NAPA COUNTY:

Sites With Reported Contamination
A listing of leaking underground storage tank sites located in Napa county.

Date of Government Version: 07/09/2008
Date Data Arrived at EDR: 07/09/2008
Date Made Active in Reports: 07/31/2008
Number of Days to Update: 22

Source: Napa County Department of Environmental Management
Telephone: 707-253-4269
Last EDR Contact: 12/06/2010
Next Scheduled EDR Contact: 03/21/2011
Data Release Frequency: No Update Planned

Closed and Operating Underground Storage Tank Sites
Underground storage tank sites located in Napa county.

Date of Government Version: 01/15/2008
Date Data Arrived at EDR: 01/16/2008
Date Made Active in Reports: 02/08/2008
Number of Days to Update: 23

Source: Napa County Department of Environmental Management
Telephone: 707-253-4269
Last EDR Contact: 12/06/2010
Next Scheduled EDR Contact: 03/21/2011
Data Release Frequency: No Update Planned

ORANGE COUNTY:

List of Industrial Site Cleanups
Petroleum and non-petroleum spills.

Date of Government Version: 08/05/2010
Date Data Arrived at EDR: 08/23/2010
Date Made Active in Reports: 09/29/2010
Number of Days to Update: 37

Source: Health Care Agency
Telephone: 714-834-3446
Last EDR Contact: 11/16/2010
Next Scheduled EDR Contact: 02/28/2011
Data Release Frequency: Annually

List of Underground Storage Tank Cleanups
Orange County Underground Storage Tank Cleanups (LUST).

Date of Government Version: 08/05/2010
Date Data Arrived at EDR: 08/23/2010
Date Made Active in Reports: 09/29/2010
Number of Days to Update: 37

Source: Health Care Agency
Telephone: 714-834-3446
Last EDR Contact: 11/16/2010
Next Scheduled EDR Contact: 02/28/2011
Data Release Frequency: Quarterly

List of Underground Storage Tank Facilities
Orange County Underground Storage Tank Facilities (UST).

Date of Government Version: 08/05/2010
Date Data Arrived at EDR: 08/23/2010
Date Made Active in Reports: 09/30/2010
Number of Days to Update: 38

Source: Health Care Agency
Telephone: 714-834-3446
Last EDR Contact: 11/16/2010
Next Scheduled EDR Contact: 02/28/2011
Data Release Frequency: Quarterly

PLACER COUNTY:

Master List of Facilities
List includes aboveground tanks, underground tanks and cleanup sites.

Date of Government Version: 09/13/2010
Date Data Arrived at EDR: 09/14/2010
Date Made Active in Reports: 09/29/2010
Number of Days to Update: 15

Source: Placer County Health and Human Services
Telephone: 530-889-7312
Last EDR Contact: 12/13/2010
Next Scheduled EDR Contact: 03/28/2011
Data Release Frequency: Semi-Annually

RIVERSIDE COUNTY:

Listing of Underground Tank Cleanup Sites
Riverside County Underground Storage Tank Cleanup Sites (LUST).

Date of Government Version: 10/25/2010
Date Data Arrived at EDR: 10/28/2010
Date Made Active in Reports: 11/17/2010
Number of Days to Update: 20

Source: Department of Environmental Health
Telephone: 951-358-5055
Last EDR Contact: 12/09/2010
Next Scheduled EDR Contact: 04/11/2011
Data Release Frequency: Quarterly

Underground Storage Tank Tank List
Underground storage tank sites located in Riverside county.

Date of Government Version: 10/25/2010
Date Data Arrived at EDR: 10/28/2010
Date Made Active in Reports: 11/18/2010
Number of Days to Update: 21

Source: Department of Environmental Health
Telephone: 951-358-5055
Last EDR Contact: 12/09/2010
Next Scheduled EDR Contact: 04/11/2011
Data Release Frequency: Quarterly

SACRAMENTO COUNTY:

Toxic Site Clean-Up List
List of sites where unauthorized releases of potentially hazardous materials have occurred.

Date of Government Version: 08/02/2010
Date Data Arrived at EDR: 10/19/2010
Date Made Active in Reports: 11/17/2010
Number of Days to Update: 29

Source: Sacramento County Environmental Management
Telephone: 916-875-8406
Last EDR Contact: 10/12/2010
Next Scheduled EDR Contact: 01/24/2011
Data Release Frequency: Quarterly

Master Hazardous Materials Facility List
Any business that has hazardous materials on site - hazardous material storage sites, underground storage tanks, waste generators.

Date of Government Version: 08/09/2010
Date Data Arrived at EDR: 10/21/2010
Date Made Active in Reports: 11/17/2010
Number of Days to Update: 27

Source: Sacramento County Environmental Management
Telephone: 916-875-8406
Last EDR Contact: 10/12/2010
Next Scheduled EDR Contact: 01/24/2011
Data Release Frequency: Quarterly

SAN BERNARDINO COUNTY:

Hazardous Material Permits
This listing includes underground storage tanks, medical waste handlers/generators, hazardous materials handlers, hazardous waste generators, and waste oil generators/handlers.

Date of Government Version: 09/07/2010
Date Data Arrived at EDR: 09/08/2010
Date Made Active in Reports: 09/29/2010
Number of Days to Update: 21

Source: San Bernardino County Fire Department Hazardous Materials Division
Telephone: 909-387-3041
Last EDR Contact: 11/22/2010
Next Scheduled EDR Contact: 02/28/2011
Data Release Frequency: Quarterly

SAN DIEGO COUNTY:

Hazardous Materials Management Division Database
The database includes: HE58 - This report contains the business name, site address, business phone number, establishment 'H' permit number, type of permit, and the business status. HE17 - In addition to providing the same information provided in the HE58 listing, HE17 provides inspection dates, violations received by the establishment, hazardous waste generated, the quantity, method of storage, treatment/disposal of waste and the hauler, and information on underground storage tanks. Unauthorized Release List - Includes a summary of environmental contamination cases in San Diego County (underground tank cases, non-tank cases, groundwater contamination, and soil contamination are included.)

Date of Government Version: 09/09/2010
Date Data Arrived at EDR: 09/15/2010
Date Made Active in Reports: 09/29/2010
Number of Days to Update: 14

Source: Hazardous Materials Management Division
Telephone: 619-338-2268
Last EDR Contact: 12/21/2010
Next Scheduled EDR Contact: 03/28/2011
Data Release Frequency: Quarterly

Solid Waste Facilities
San Diego County Solid Waste Facilities.

Date of Government Version: 10/01/2009
Date Data Arrived at EDR: 12/04/2009
Date Made Active in Reports: 01/18/2010
Number of Days to Update: 45

Source: Department of Health Services
Telephone: 619-338-2209
Last EDR Contact: 11/01/2010
Next Scheduled EDR Contact: 02/14/2011
Data Release Frequency: Varies

Environmental Case Listing
The listing contains all underground tank release cases and projects pertaining to properties contaminated with hazardous substances that are actively under review by the Site Assessment and Mitigation Program.

Date of Government Version: 03/23/2010
Date Data Arrived at EDR: 06/15/2010
Date Made Active in Reports: 07/09/2010
Number of Days to Update: 24

Source: San Diego County Department of Environmental Health
Telephone: 619-338-2371
Last EDR Contact: 12/21/2010
Next Scheduled EDR Contact: 03/28/2011
Data Release Frequency: No Update Planned

SAN FRANCISCO COUNTY:

Local Oversite Facilities
A listing of leaking underground storage tank sites located in San Francisco county.

Date of Government Version: 09/19/2008
Date Data Arrived at EDR: 09/19/2008
Date Made Active in Reports: 09/29/2008
Number of Days to Update: 10

Source: Department Of Public Health San Francisco County
Telephone: 415-252-3920
Last EDR Contact: 11/22/2010
Next Scheduled EDR Contact: 02/28/2011
Data Release Frequency: Quarterly

Underground Storage Tank Information
Underground storage tank sites located in San Francisco county.

Date of Government Version: 09/08/2010
Date Data Arrived at EDR: 09/10/2010
Date Made Active in Reports: 09/30/2010
Number of Days to Update: 20

Source: Department of Public Health
Telephone: 415-252-3920
Last EDR Contact: 11/29/2010
Next Scheduled EDR Contact: 02/28/2011
Data Release Frequency: Quarterly

SAN JOAQUIN COUNTY:

San Joaquin Co. UST
A listing of underground storage tank locations in San Joaquin county.

Date of Government Version: 10/12/2010
Date Data Arrived at EDR: 10/13/2010
Date Made Active in Reports: 11/18/2010
Number of Days to Update: 36

Source: Environmental Health Department
Telephone: N/A
Last EDR Contact: 12/23/2010
Next Scheduled EDR Contact: 04/11/2011
Data Release Frequency: Semi-Annually

SAN MATEO COUNTY:

Business Inventory
List includes Hazardous Materials Business Plan, hazardous waste generators, and underground storage tanks.

Date of Government Version: 07/15/2010
Date Data Arrived at EDR: 07/16/2010
Date Made Active in Reports: 08/12/2010
Number of Days to Update: 27

Source: San Mateo County Environmental Health Services Division
Telephone: 650-363-1921
Last EDR Contact: 06/21/2010
Next Scheduled EDR Contact: 01/03/2011
Data Release Frequency: Annually

Fuel Leak List
A listing of leaking underground storage tank sites located in San Mateo county.

Date of Government Version: 09/20/2010
Date Data Arrived at EDR: 09/21/2010
Date Made Active in Reports: 09/29/2010
Number of Days to Update: 8

Source: San Mateo County Environmental Health Services Division
Telephone: 650-363-1921
Last EDR Contact: 12/17/2010
Next Scheduled EDR Contact: 04/04/2011
Data Release Frequency: Semi-Annually

SANTA CLARA COUNTY:

HIST LUST - Fuel Leak Site Activity Report
A listing of open and closed leaking underground storage tanks. This listing is no longer updated by the county. Leaking underground storage tanks are now handled by the Department of Environmental Health.

Date of Government Version: 03/29/2005
Date Data Arrived at EDR: 03/30/2005
Date Made Active in Reports: 04/21/2005
Number of Days to Update: 22

Source: Santa Clara Valley Water District
Telephone: 408-265-2600
Last EDR Contact: 03/23/2009
Next Scheduled EDR Contact: 06/22/2009
Data Release Frequency: No Update Planned

LOP Listing
A listing of leaking underground storage tanks located in Santa Clara county.

Date of Government Version: 05/29/2009
Date Data Arrived at EDR: 06/01/2009
Date Made Active in Reports: 06/15/2009
Number of Days to Update: 14

Source: Department of Environmental Health
Telephone: 408-918-3417
Last EDR Contact: 12/06/2010
Next Scheduled EDR Contact: 03/21/2011
Data Release Frequency: Annually

Hazardous Material Facilities
Hazardous material facilities, including underground storage tank sites.

Date of Government Version: 08/31/2009
Date Data Arrived at EDR: 08/31/2009
Date Made Active in Reports: 09/18/2009
Number of Days to Update: 18

Source: City of San Jose Fire Department
Telephone: 408-535-7694
Last EDR Contact: 12/13/2010
Next Scheduled EDR Contact: 02/28/2011
Data Release Frequency: Annually

SOLANO COUNTY:

Leaking Underground Storage Tanks
A listing of leaking underground storage tank sites located in Solano county.

Date of Government Version: 09/07/2010
Date Data Arrived at EDR: 09/10/2010
Date Made Active in Reports: 09/29/2010
Number of Days to Update: 19

Source: Solano County Department of Environmental Management
Telephone: 707-784-6770
Last EDR Contact: 12/06/2010
Next Scheduled EDR Contact: 03/21/2011
Data Release Frequency: Quarterly

Underground Storage Tanks
Underground storage tank sites located in Solano county.

Date of Government Version: 09/07/2010
Date Data Arrived at EDR: 09/14/2010
Date Made Active in Reports: 09/30/2010
Number of Days to Update: 16

Source: Solano County Department of Environmental Management
Telephone: 707-784-6770
Last EDR Contact: 12/06/2010
Next Scheduled EDR Contact: 03/21/2011
Data Release Frequency: Quarterly

SONOMA COUNTY:

Leaking Underground Storage Tank Sites
A listing of leaking underground storage tank sites located in Sonoma county.

Date of Government Version: 10/04/2010
Date Data Arrived at EDR: 10/05/2010
Date Made Active in Reports: 11/17/2010
Number of Days to Update: 43

Source: Department of Health Services
Telephone: 707-565-6565
Last EDR Contact: 01/03/2011
Next Scheduled EDR Contact: 04/18/2011
Data Release Frequency: Quarterly

SUTTER COUNTY:

Underground Storage Tanks
Underground storage tank sites located in Sutter county.

Date of Government Version: 09/13/2010
Date Data Arrived at EDR: 09/14/2010
Date Made Active in Reports: 09/30/2010
Number of Days to Update: 16

Source: Sutter County Department of Agriculture
Telephone: 530-822-7500
Last EDR Contact: 12/13/2010
Next Scheduled EDR Contact: 03/28/2011
Data Release Frequency: Semi-Annually

VENTURA COUNTY:

Business Plan, Hazardous Waste Producers, and Operating Underground Tanks
The BWT list indicates by site address whether the Environmental Health Division has Business Plan (B), Waste Producer (W), and/or Underground Tank (T) information.

Date of Government Version: 07/26/2010
Date Data Arrived at EDR: 09/01/2010
Date Made Active in Reports: 09/29/2010
Number of Days to Update: 28

Source: Ventura County Environmental Health Division
Telephone: 805-654-2813
Last EDR Contact: 11/22/2010
Next Scheduled EDR Contact: 03/07/2011
Data Release Frequency: Quarterly

Inventory of Illegal Abandoned and Inactive Sites
Ventura County Inventory of Closed, Illegal Abandoned, and Inactive Sites.

Date of Government Version: 08/01/2009
Date Data Arrived at EDR: 10/05/2009
Date Made Active in Reports: 10/13/2009
Number of Days to Update: 8

Source: Environmental Health Division
Telephone: 805-654-2813
Last EDR Contact: 09/27/2010
Next Scheduled EDR Contact: 11/15/2010
Data Release Frequency: Annually

Listing of Underground Tank Cleanup Sites
Ventura County Underground Storage Tank Cleanup Sites (LUST).

Date of Government Version: 05/29/2008
Date Data Arrived at EDR: 06/24/2008
Date Made Active in Reports: 07/31/2008
Number of Days to Update: 37

Source: Environmental Health Division
Telephone: 805-654-2813
Last EDR Contact: 11/22/2010
Next Scheduled EDR Contact: 03/07/2011
Data Release Frequency: Quarterly

Underground Tank Closed Sites List
Ventura County Operating Underground Storage Tank Sites (UST)/Underground Tank Closed Sites List.

Date of Government Version: 08/31/2010
Date Data Arrived at EDR: 09/21/2010
Date Made Active in Reports: 09/30/2010
Number of Days to Update: 9

Source: Environmental Health Division
Telephone: 805-654-2813
Last EDR Contact: 12/20/2010
Next Scheduled EDR Contact: 04/04/2011
Data Release Frequency: Quarterly

YOLO COUNTY:

Underground Storage Tank Comprehensive Facility Report
Underground storage tank sites located in Yolo county.

Date of Government Version: 10/05/2010
Date Data Arrived at EDR: 10/15/2010
Date Made Active in Reports: 11/18/2010
Number of Days to Update: 34

Source: Yolo County Department of Health
Telephone: 530-666-8646
Last EDR Contact: 12/23/2010
Next Scheduled EDR Contact: 04/11/2011
Data Release Frequency: Annually

OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

CT MANIFEST: Hazardous Waste Manifest Data
Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

Date of Government Version: 12/31/2007
Date Data Arrived at EDR: 08/26/2009
Date Made Active in Reports: 09/11/2009
Number of Days to Update: 16

Source: Department of Environmental Protection
Telephone: 860-424-3375
Last EDR Contact: 12/01/2010
Next Scheduled EDR Contact: 03/07/2011
Data Release Frequency: Annually

NJ MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 12/31/2009
Date Data Arrived at EDR: 07/22/2010
Date Made Active in Reports: 08/26/2010
Number of Days to Update: 35

Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 10/19/2010
Next Scheduled EDR Contact: 01/31/2011
Data Release Frequency: Annually

NY MANIFEST: Facility and Manifest Data
Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 10/28/2010
Date Data Arrived at EDR: 11/09/2010
Date Made Active in Reports: 12/17/2010
Number of Days to Update: 38

Source: Department of Environmental Conservation
Telephone: 518-402-8651
Last EDR Contact: 11/09/2010
Next Scheduled EDR Contact: 02/21/2011
Data Release Frequency: Annually

PA MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 12/31/2008
Date Data Arrived at EDR: 12/01/2009
Date Made Active in Reports: 12/14/2009
Number of Days to Update: 13

Source: Department of Environmental Protection
Telephone: 717-783-8990
Last EDR Contact: 11/22/2010
Next Scheduled EDR Contact: 03/07/2011
Data Release Frequency: Annually

RI MANIFEST: Manifest information
Hazardous waste manifest information

Date of Government Version: 12/31/2009
Date Data Arrived at EDR: 07/19/2010
Date Made Active in Reports: 08/26/2010
Number of Days to Update: 38

Source: Department of Environmental Management
Telephone: 401-222-2797
Last EDR Contact: 11/29/2010
Next Scheduled EDR Contact: 03/14/2011
Data Release Frequency: Annually

WI MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 12/31/2009
Date Data Arrived at EDR: 07/06/2010
Date Made Active in Reports: 07/26/2010
Number of Days to Update: 20

Source: Department of Natural Resources
Telephone: N/A
Last EDR Contact: 12/16/2010
Next Scheduled EDR Contact: 04/04/2011
Data Release Frequency: Annually

Oil/Gas Pipelines: This data was obtained by EDR from the USGS in 1994. It is referred to by USGS as GeoData Digital Line Graphs from 1:100,000-Scale Maps. It was extracted from the transportation category including some oil, but primarily gas pipelines.

Electric Power Transmission Line Data
Source: Rextag Strategies Corp.
Telephone: (281) 769-2247
U.S. Electric Transmission and Power Plants Systems Digital GIS Data

Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

AHA Hospitals:
Source: American Hospital Association, Inc.
Telephone: 312-280-5991
The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

Medical Centers: Provider of Services Listing
Source: Centers for Medicare & Medicaid Services
Telephone: 410-786-3000
A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

Nursing Homes
Source: National Institutes of Health
Telephone: 301-594-6248
Information on Medicare and Medicaid certified nursing homes in the United States.

Public Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

Private Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on private school locations in the United States.

Daycare Centers: Licensed Facilities
Source: Department of Social Services
Telephone: 916-657-4041

Flood Zone Data: This data, available in select counties across the country, was obtained by EDR in 2003 & 2009 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002 and 2005 from the U.S. Fish and Wildlife Service.

Scanned Digital USGS 7.5' Topographic Map (DRG)
Source: United States Geologic Survey
A digital raster graphic (DRG) is a scanned image of a U.S. Geological Survey topographic map. The map images are made by scanning published paper maps on high-resolution scanners. The raster image is georeferenced and fit to the Universal Transverse Mercator (UTM) projection.

STREET AND ADDRESS INFORMATION

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GEOCHECK ®- PHYSICAL SETTING SOURCE ADDENDUM

TARGET PROPERTY ADDRESS

KIMS PROPERTY
KIMS PROPERTY
DESERT CENTER, CA 92239

TARGET PROPERTY COORDINATES

Latitude (North):	33.73310 - 33˚ 43' 59.2''
Longitude (West):	115.2083 - 115˚ 12' 29.9''
Universal Tranverse Mercator:	Zone 11
UTM X (Meters):	665989.4
UTM Y (Meters):	3733811.2
Elevation:	429 ft. above sea level

USGS TOPOGRAPHIC MAP

Target Property Map:	33115-F2 SIDEWINDER WELL, CA
Most Recent Revision:	1983

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principle investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

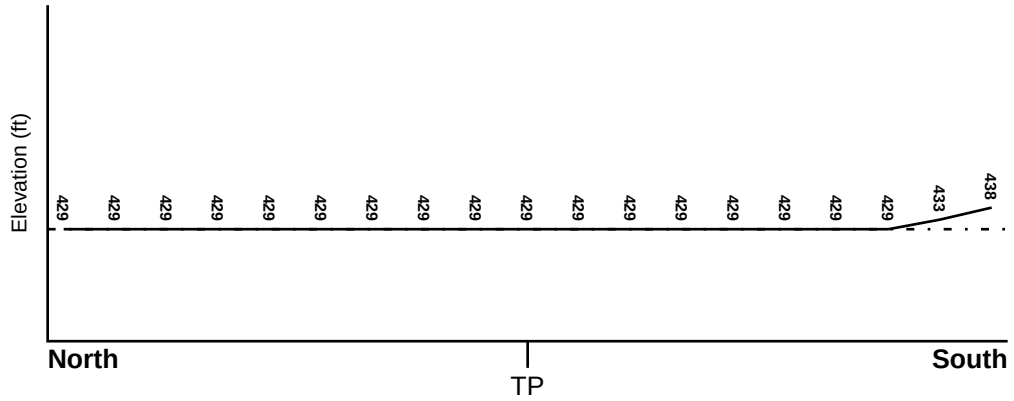
TOPOGRAPHIC INFORMATION

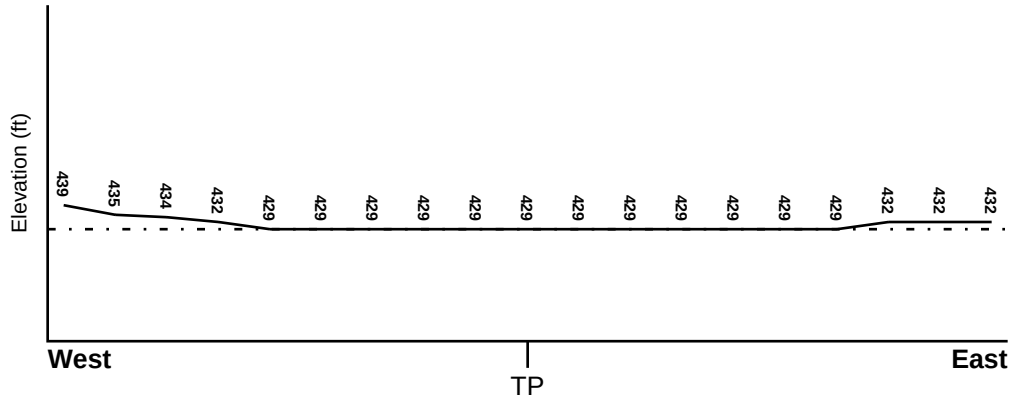
Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: Undeterminable

SURROUNDING TOPOGRAPHY: ELEVATION PROFILES





Target Property Elevation: 429 ft.

0 1/2 1 Miles

Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

FEMA FLOOD ZONE

Target Property County	FEMA Flood Electronic Data
RIVERSIDE, CA	YES - refer to the Overview Map and Detail Map

Flood Plain Panel at Target Property: 06065C - FEMA DFIRM Flood data

Additional Panels in search area: Not Reported

NATIONAL WETLAND INVENTORY

NWI Quad at Target Property	NWI Electronic Data Coverage
SIDEWINDER WELL	YES - refer to the Overview Map and Detail Map

HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Site-Specific Hydrogeological Data*:

Search Radius: 1.25 miles
Status: Not found

AQUIFLOW®

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

MAP ID	LOCATION FROM TP	GENERAL DIRECTION GROUNDWATER FLOW
Not Reported		

* ©1996 Site−specific hydrogeological data gathered by CERCLIS Alerts, Inc., Bainbridge Island, WA. All rights reserved. All of the information and opinions presented are those of the cited EPA report(s), which were completed under a Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS) investigation.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

ROCK STRATIGRAPHIC UNIT

Era:	Cenozoic
System:	Quaternary
Series:	Quaternary
Code:	Q *(decoded above as Era, System & Series)*

GEOLOGIC AGE IDENTIFICATION

Category: Stratifed Sequence

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps. The following information is based on Soil Conservation Service STATSGO data.

Soil Component Name:	CARSITAS
Soil Surface Texture:	gravelly - sand
Hydrologic Group:	Class A - High infiltration rates. Soils are deep, well drained to excessively drained sands and gravels.
Soil Drainage Class:	Excessively. Soils have very high and high hydraulic conductivity and low water holding capacity. Depth to water table is more than 6 feet.

Hydric Status: Soil does not meet the requirements for a hydric soil.

Corrosion Potential - Uncoated Steel:	HIGH
Depth to Bedrock Min:	> 60 inches
Depth to Bedrock Max:	> 60 inches

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
	Boundary			Classification			
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil	Permeability Rate (in/hr)	Soil Reaction (pH)
1	0 inches	10 inches	gravelly - sand	Granular materials (35 pct. or less passing No. 200), Stone Fragments, Gravel and Sand.	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand.	Max: 20.00 Min: 6.00	Max: 8.40 Min: 7.40
2	10 inches	60 inches	gravelly - sand	Granular materials (35 pct. or less passing No. 200), Stone Fragments, Gravel and Sand.	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand.	Max: 20.00 Min: 6.00	Max: 8.40 Min: 7.40

OTHER SOIL TYPES IN AREA

Based on Soil Conservation Service STATSGO data, the following additional subordinant soil types may appear within the general area of target property.

Soil Surface Textures: sand
fine sand
silty clay loam
very gravelly - silt loam

Surficial Soil Types: sand
fine sand
silty clay loam
very gravelly - silt loam

Shallow Soil Types: No Other Soil Types

Deeper Soil Types: sand
loamy fine sand
gravelly - coarse sand
clay
silty clay
clay loam
very gravelly - sand
sandy clay loam

LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

WELL SEARCH DISTANCE INFORMATION

DATABASE	SEARCH DISTANCE (miles)
Federal USGS	1.000
Federal FRDS PWS	Nearest PWS within 1 mile
State Database	1.000

FEDERAL USGS WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
No Wells Found		

FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

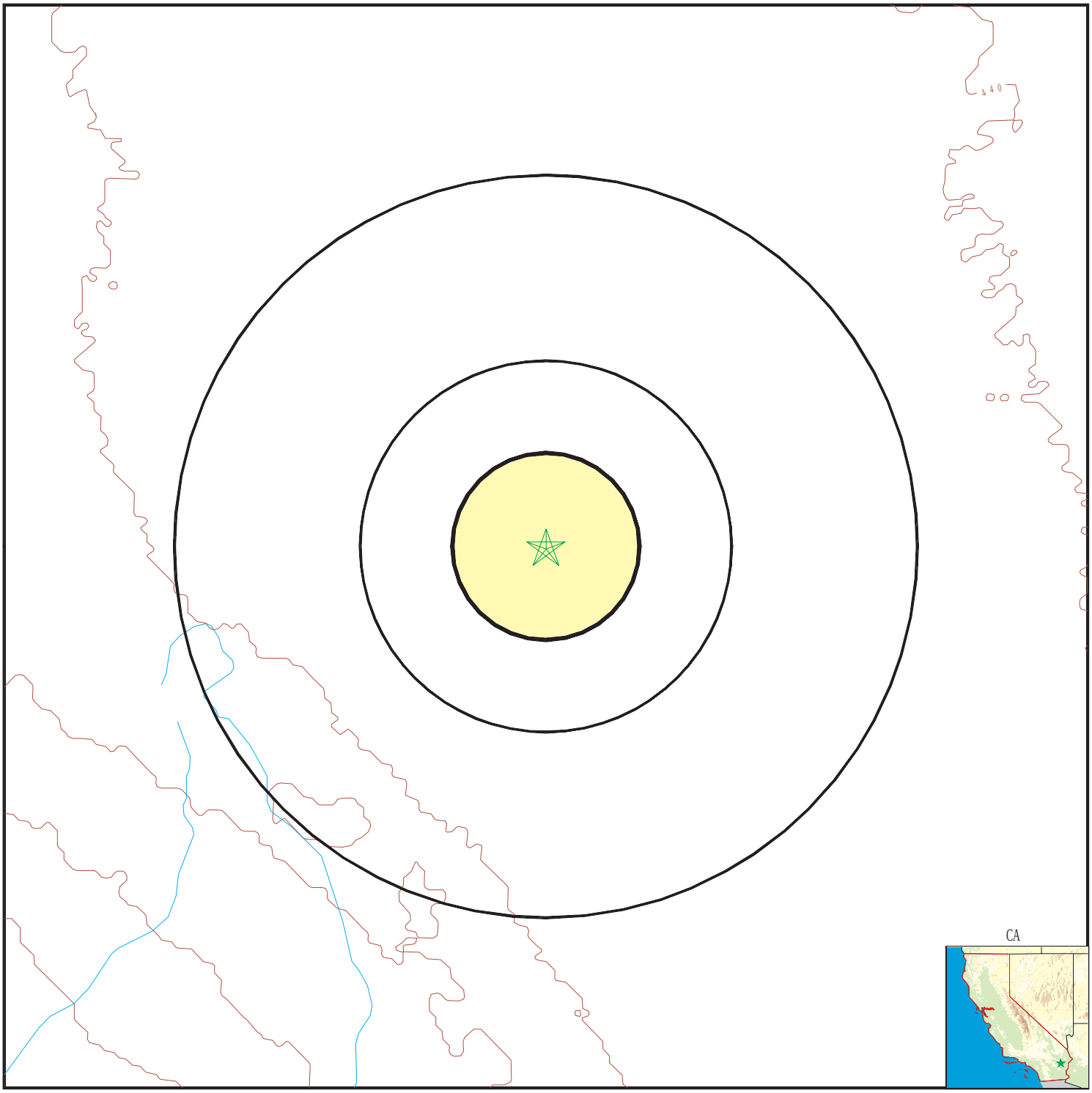
MAP ID	WELL ID	LOCATION FROM TP
No PWS System Found		

Note: PWS System location is not always the same as well location.

STATE DATABASE WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
No Wells Found		

PHYSICAL SETTING SOURCE MAP - 2959815.3s



County Boundary
Major Roads
Contour Lines
Earthquake Fault Lines
Earthquake epicenter, Richter 5 or greater
Water Wells
Public Water Supply Wells
Cluster of Multiple Icons

0 1/4 1/2 1 Miles

Groundwater Flow Direction
GI Indeterminate Groundwater Flow at Location
GV Groundwater Flow Varies at Location
HD Closest Hydrogeological Data
Oil, gas or related wells

N

SITE NAME: Kims Property ADDRESS: Kims Property Desert Center CA 92239 LAT/LONG: 33.7331 / 115.2083	CLIENT: Acacia CE CONTACT: Bryan Yates INQUIRY #: 2959815.3s DATE: January 05, 2011 12:04 pm

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS
RADON

AREA RADON INFORMATION

State Database: CA Radon

Radon Test Results

Zipcode	Num Tests	> 4 pCi/L
92239	1	0

Federal EPA Radon Zone for RIVERSIDE County: 2

Note: Zone 1 indoor average level > 4 pCi/L.
: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.
: Zone 3 indoor average level < 2 pCi/L.

Federal Area Radon Information for RIVERSIDE COUNTY, CA

Number of sites tested: 12

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	% >20 pCi/L
Living Area - 1st Floor	0.117 pCi/L	100%	0%	0%
Living Area - 2nd Floor	0.450 pCi/L	100%	0%	0%
Basement	1.700 pCi/L	100%	0%	0%

PHYSICAL SETTING SOURCE RECORDS SEARCHED

TOPOGRAPHIC INFORMATION

USGS 7.5' Digital Elevation Model (DEM)
Source: United States Geologic Survey
EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

Scanned Digital USGS 7.5' Topographic Map (DRG)
Source: United States Geologic Survey
A digital raster graphic (DRG) is a scanned image of a U.S. Geological Survey topographic map. The map images are made by scanning published paper maps on high-resolution scanners. The raster image is georeferenced and fit to the Universal Transverse Mercator (UTM) projection.

HYDROLOGIC INFORMATION

Flood Zone Data: This data, available in select counties across the country, was obtained by EDR in 2003 & 2009 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002 and 2005 from the U.S. Fish and Wildlife Service.

HYDROGEOLOGIC INFORMATION

AQUIFLOW[R] Information System
Source: EDR proprietary database of groundwater flow information
EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

GEOLOGIC INFORMATION

Geologic Age and Rock Stratigraphic Unit
Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

STATSGO: State Soil Geographic Database
Source: Department of Agriculture, Natural Resources Conservation Services
The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

SSURGO: Soil Survey Geographic Database
Source: Department of Agriculture, Natural Resources Conservation Services (NRCS)
Telephone: 800-672-5559
SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Services, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

LOCAL / REGIONAL WATER AGENCY RECORDS

FEDERAL WATER WELLS

PWS: Public Water Systems
Source: EPA/Office of Drinking Water
Telephone: 202-564-3750
Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

PWS ENF: Public Water Systems Violation and Enforcement Data
Source: EPA/Office of Drinking Water
Telephone: 202-564-3750
Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

USGS Water Wells: USGS National Water Inventory System (NWIS)
This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

STATE RECORDS

Water Well Database
Source: Department of Water Resources
Telephone: 916-651-9648

California Drinking Water Quality Database
Source: Department of Health Services
Telephone: 916-324-2319
The database includes all drinking water compliance and special studies monitoring for the state of California since 1984. It consists of over 3,200,000 individual analyses along with well and water system information.

OTHER STATE DATABASE INFORMATION

California Oil and Gas Well Locations
Source: Department of Conservation
Telephone: 916-323-1779
Oil and Gas well locations in the state.

RADON

State Database: CA Radon
Source: Department of Health Services
Telephone: 916-324-2208
Radon Database for California

Area Radon Information
Source: USGS
Telephone: 703-356-4020
The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

EPA Radon Zones
Source: EPA
Telephone: 703-356-4020
Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

OTHER

Airport Landing Facilities: Private and public use landing facilities
Source: Federal Aviation Administration, 800-457-6656

Epicenters: World earthquake epicenters, Richter 5 or greater
Source: Department of Commerce, National Oceanic and Atmospheric Administration

California Earthquake Fault Lines: The fault lines displayed on EDR's Topographic map are digitized quaternary fault lines, prepared in 1975 by the United State Geological Survey. Additional information (also from 1975) regarding activity at specific fault lines comes from California's Preliminary Fault Activity Map prepared by the California Division of Mines and Geology.

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APPENDIX B
Environmental Data Resources, Inc.
Sanborn Map Report

Kims Property
Kims Property
Desert Center, CA 92239

Inquiry Number: 2959815.2
January 05, 2011

Certified Sanborn® Map Report

EDR® Environmental Data Resources Inc

440 Wheelers Farms Road
Milford, CT 06461
800.352.0050
www.edrnet.com

Certified Sanborn® Map Report

1/05/11

Site Name:	**Client Name:**
Kims Property	Acacia CE
Kims Property	3025 Venture Rd
Desert Center, CA 92239	Placerville, CA 95667
EDR Inquiry # 2959815.2	Contact: Bryan Yates

EDR® Environmental Data Resources Inc

The complete Sanborn Library collection has been searched by EDR, and fire insurance maps covering the target property location provided by Acacia CE were identified for the years listed below. The certified Sanborn Library search results in this report can be authenticated by visiting www.edrnet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by Sanborn Library LLC, the copyright holder for the collection.

Certified Sanborn Results:

Site Name: Kims Property
Address: Kims Property
City, State, Zip: Desert Center, CA 92239
Cross Street:
P.O. #
Project: AC111.1
Certification # F612-4490-B91D

Sanborn® Library search results
Certification # F612-4490-B91D

UNMAPPED PROPERTY

This report certifies that the complete holdings of the Sanborn Library, LLC collection have been searched based on client supplied target property information, and fire insurance maps covering the target property were not found.

The Sanborn Library includes more than 1.2 million Sanborn fire insurance maps, which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

- ✔ Library of Congress
- ✔ University Publications of America
- ✔ EDR Private Collection

The Sanborn Library LLC Since 1866™

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APPENDIX C
Environmental Data Resources, Inc.
Historic Topographic Map Report

Kims Property
Kims Property
Desert Center, CA 92239

Inquiry Number: 2959815.4
January 05, 2011

EDR Historical Topographic Map Report

Environmental Data Resources Inc
440 Wheelers Farms Road
Milford, CT 06461
800.352.0050
www.edrnet.com

EDR Historical Topographic Map Report

Environmental Data Resources, Inc.s (EDR) Historical Topographic Map Report is designed to assist professionals in evaluating potential liability on a target property resulting from past activities. EDRs Historical Topographic Map Report includes a search of a collection of public and private color historical topographic maps, dating back to the early 1900s.

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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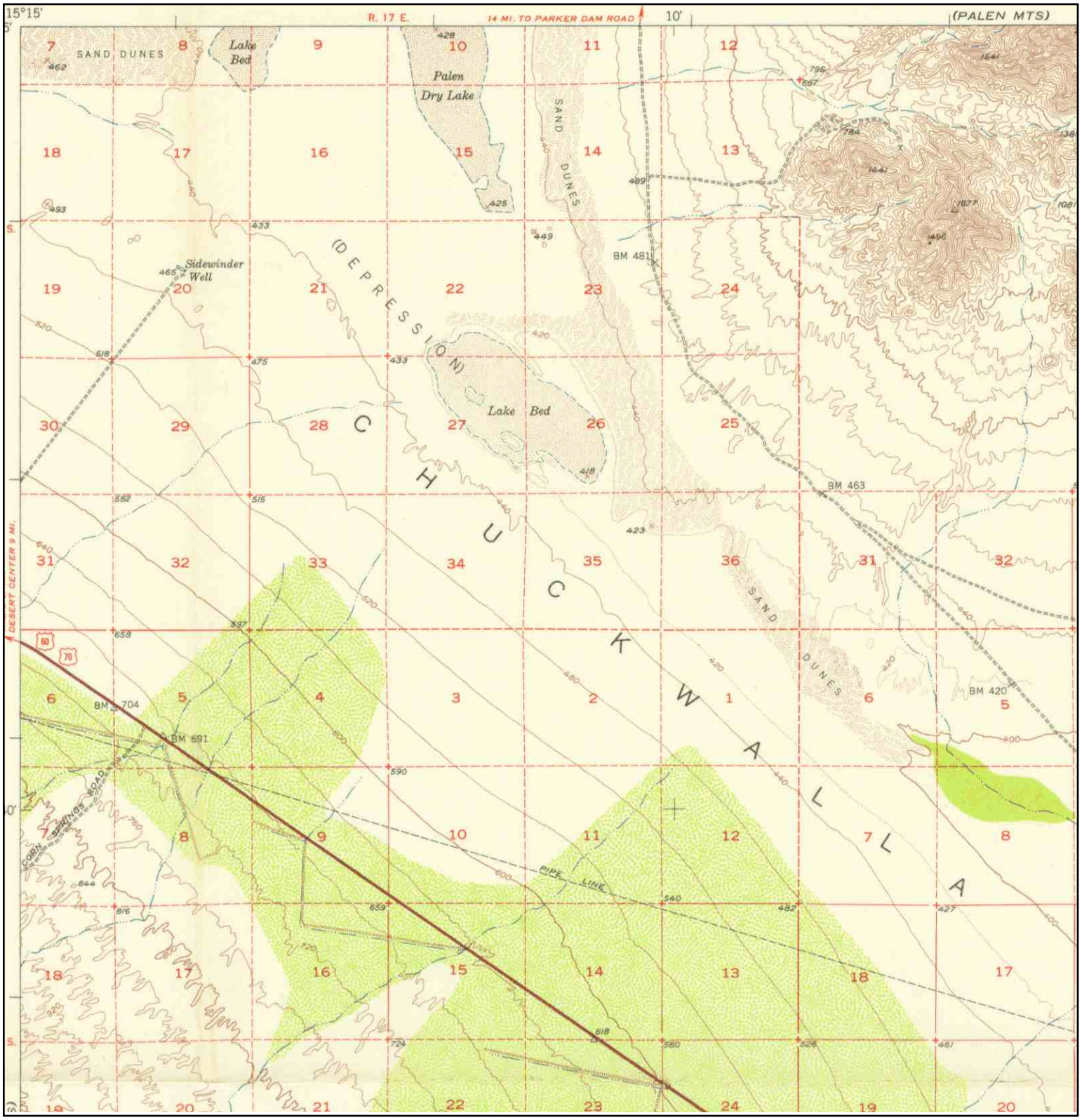
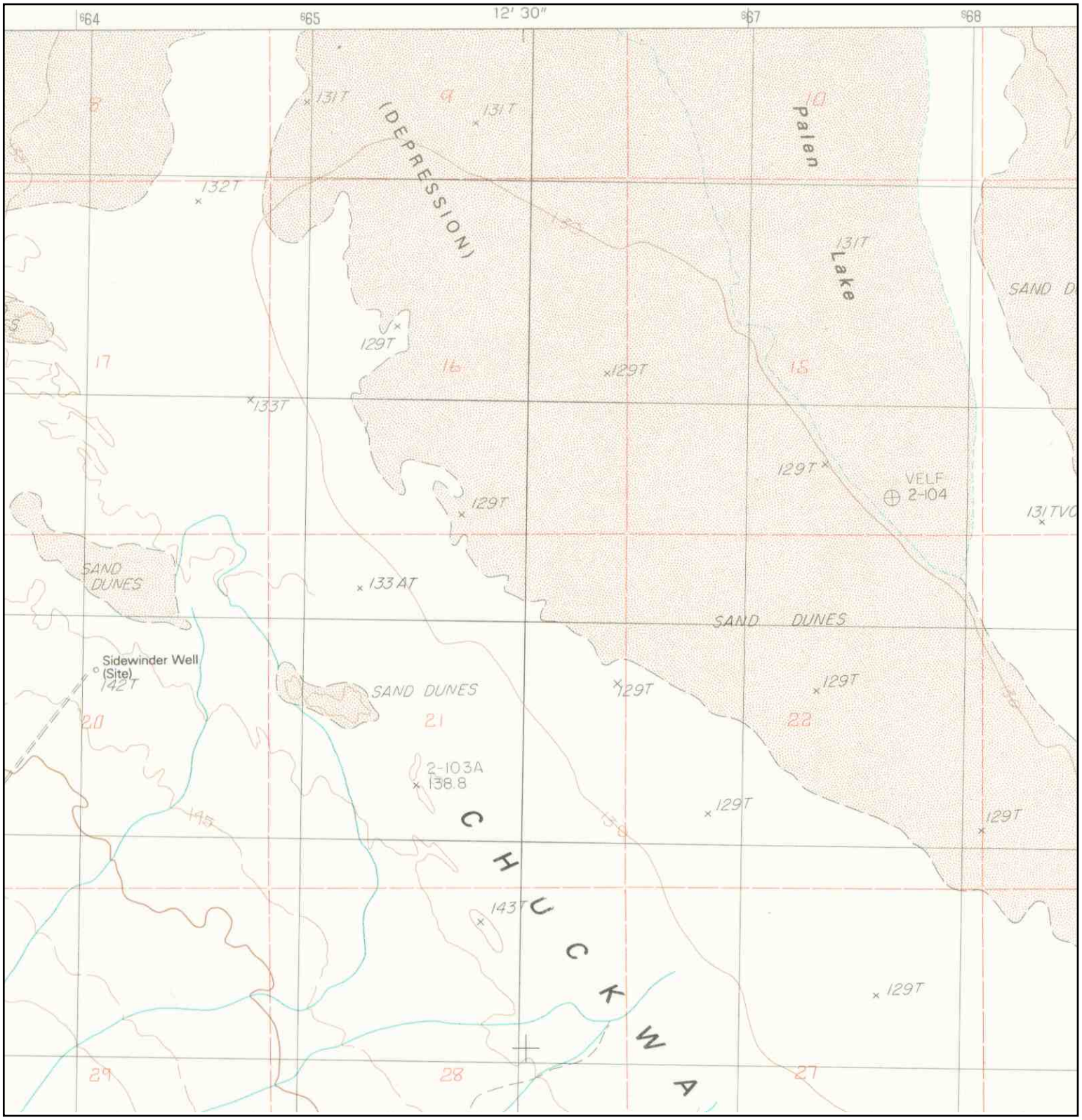
Historical Topographic Map



N	TARGET QUAD NAME: SIDEWINDER WELL MAP YEAR: 1952 SERIES: 15 SCALE: 1:62500	SITE NAME: Kims Property ADDRESS: Kims Property Desert Center, CA 92239 LAT/LONG: 33.7331 / -115.2083	CLIENT: Acacia CE CONTACT: Bryan Yates INQUIRY#: 2959815.4 RESEARCH DATE: 01/05/2011

Historical Topographic Map



N	TARGET QUAD NAME: SIDEWINDER WELL MAP YEAR: 1986 PROVISIONAL SERIES: 7.5 SCALE: 1:24000	SITE NAME: Kims Property ADDRESS: Kims Property Desert Center, CA 92239 LAT/LONG: 33.7331 / -115.2083	CLIENT: Acacia CE CONTACT: Bryan Yates INQUIRY#: 2959815.4 RESEARCH DATE: 01/05/2011

APPENDIX D
Environmental Data Resources, Inc.
Aerial Photograph Decade Package

Kims Property
Kims Property
Desert Center, CA 92239

Inquiry Number: 2959815.6
January 10, 2011

The EDR Aerial Photo Decade Package

EDR® Environmental Data Resources Inc

440 Wheelers Farms Road
Milford, CT 06461
800.352.0050
www.edrnet.com

EDR Aerial Photo Decade Package

Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

When delivered electronically by EDR, the aerial photo images included with this report are for ONE TIME USE ONLY. Further reproduction of these aerial photo images is prohibited without permission from EDR. For more information contact your EDR Account Executive.

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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Date EDR Searched Historical Sources:

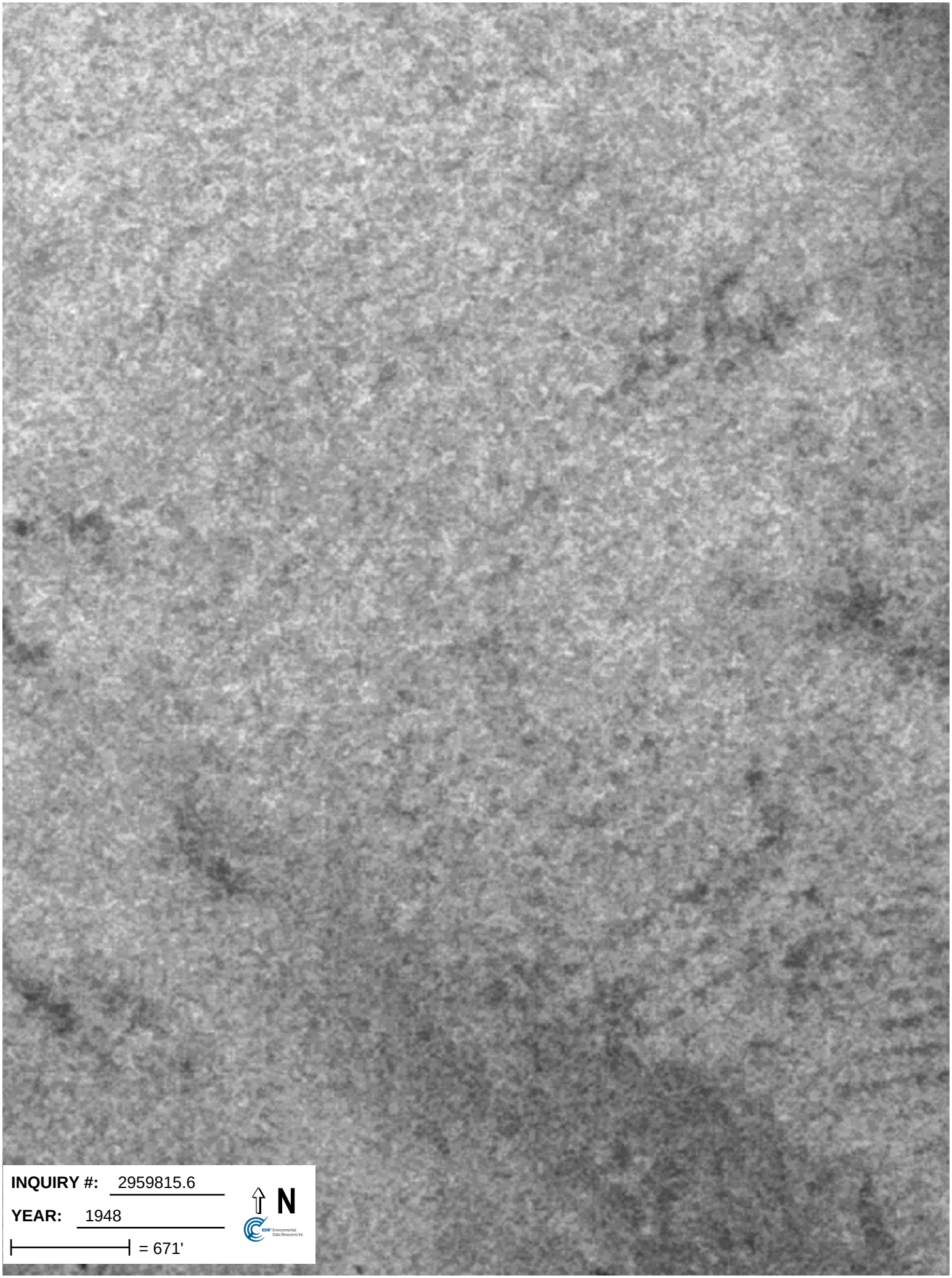
Aerial Photography January 10, 2011

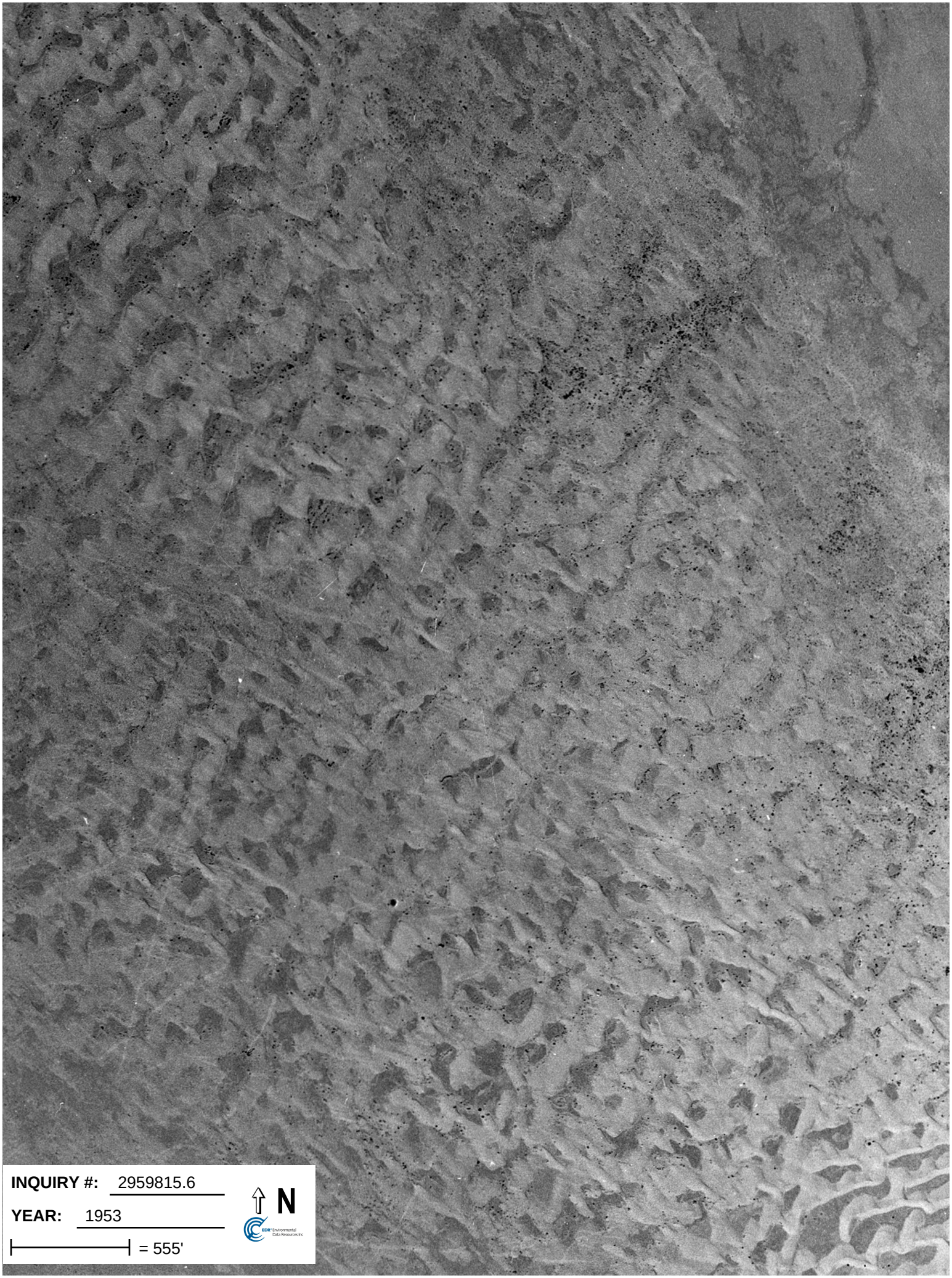
Target Property:

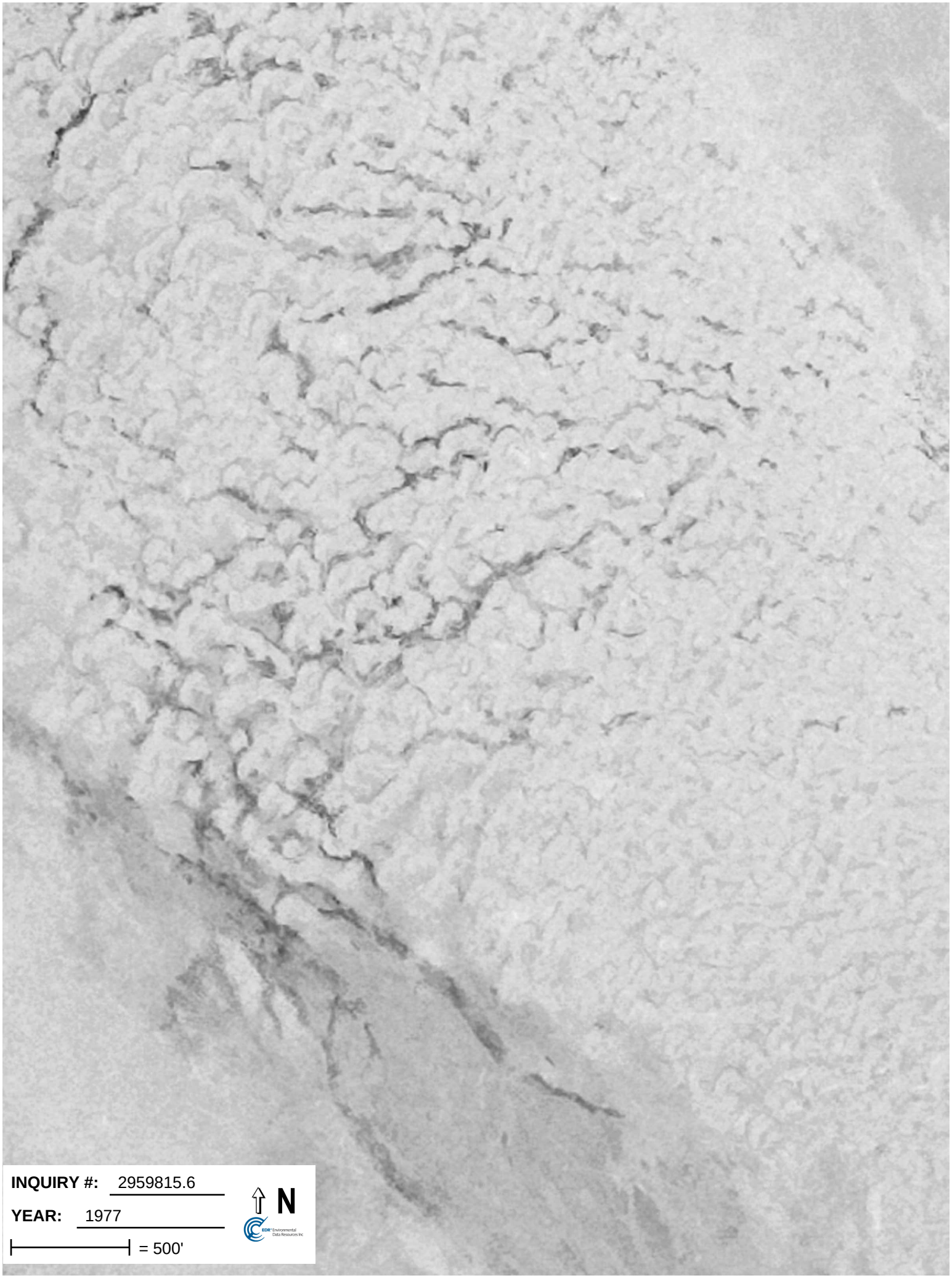
Kims Property

Desert Center, CA 92239

Year	***Scale***	***Details***	***Source***
1948	Aerial Photograph. Scale: 1"=671'	Flight Year: 1948	USGS
1953	Aerial Photograph. Scale: 1"=555'	Flight Year: 1953	Pacific Air
1977	Aerial Photograph. Scale: 1"=500'	Flight Year: 1977	Nasa
1984	Aerial Photograph. Scale: 1"=666'	Flight Year: 1984	USGS
1996	Aerial Photograph. Scale: 1"=666'	Flight Year: 1996	USGS
2002	Aerial Photograph. Scale: 1"=666'	Flight Year: 2002	USGS
2005	Aerial Photograph. Scale: 1"=604'	Flight Year: 2005	EDR


INQUIRY #: 2959815.6
YEAR: 1948
= 671'
N


INQUIRY #: 2959815.6
YEAR: 1953
= 555'
N
EDR Environmental Data Resources Inc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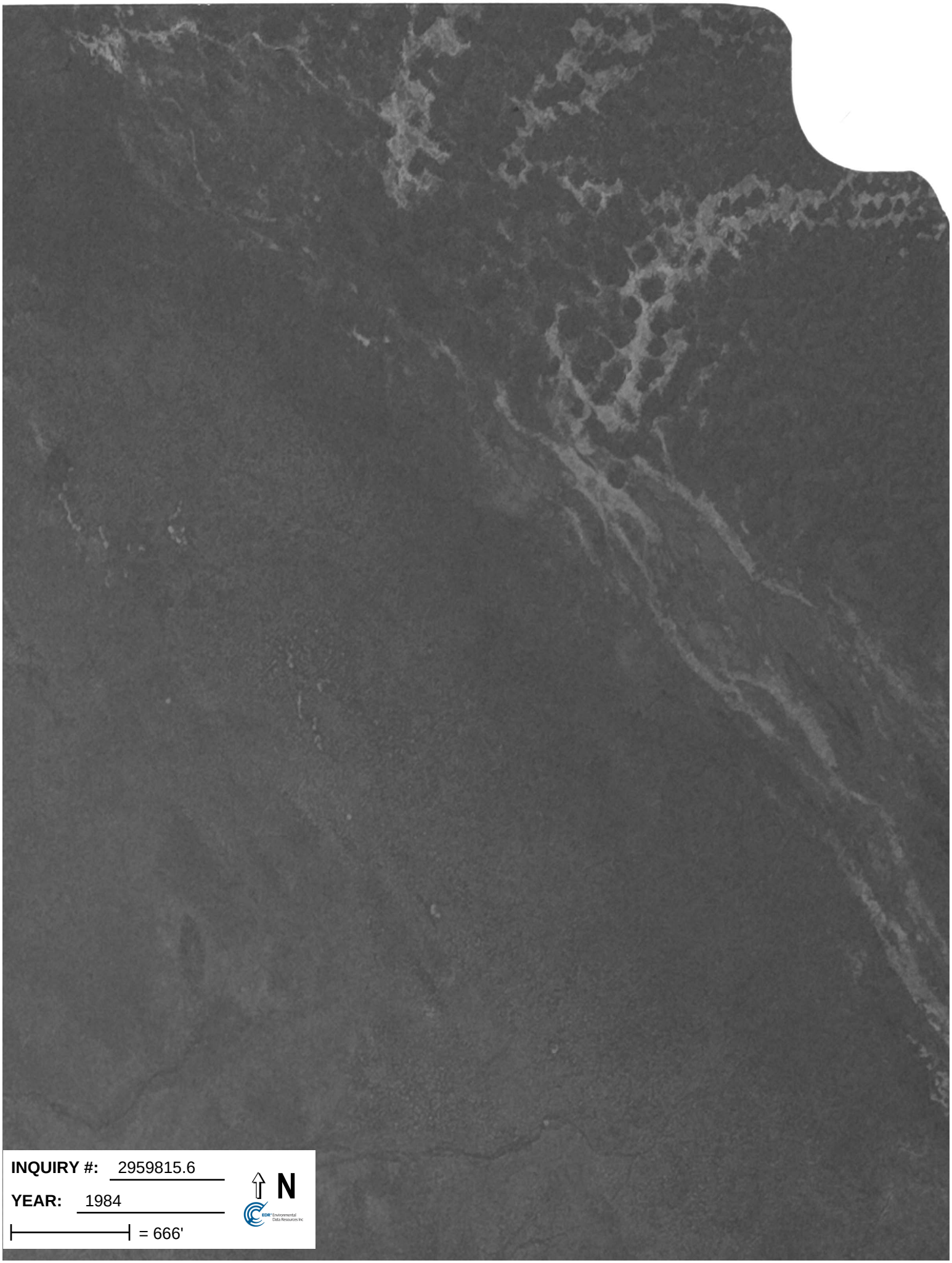
YEAR: 1977
= 500'
N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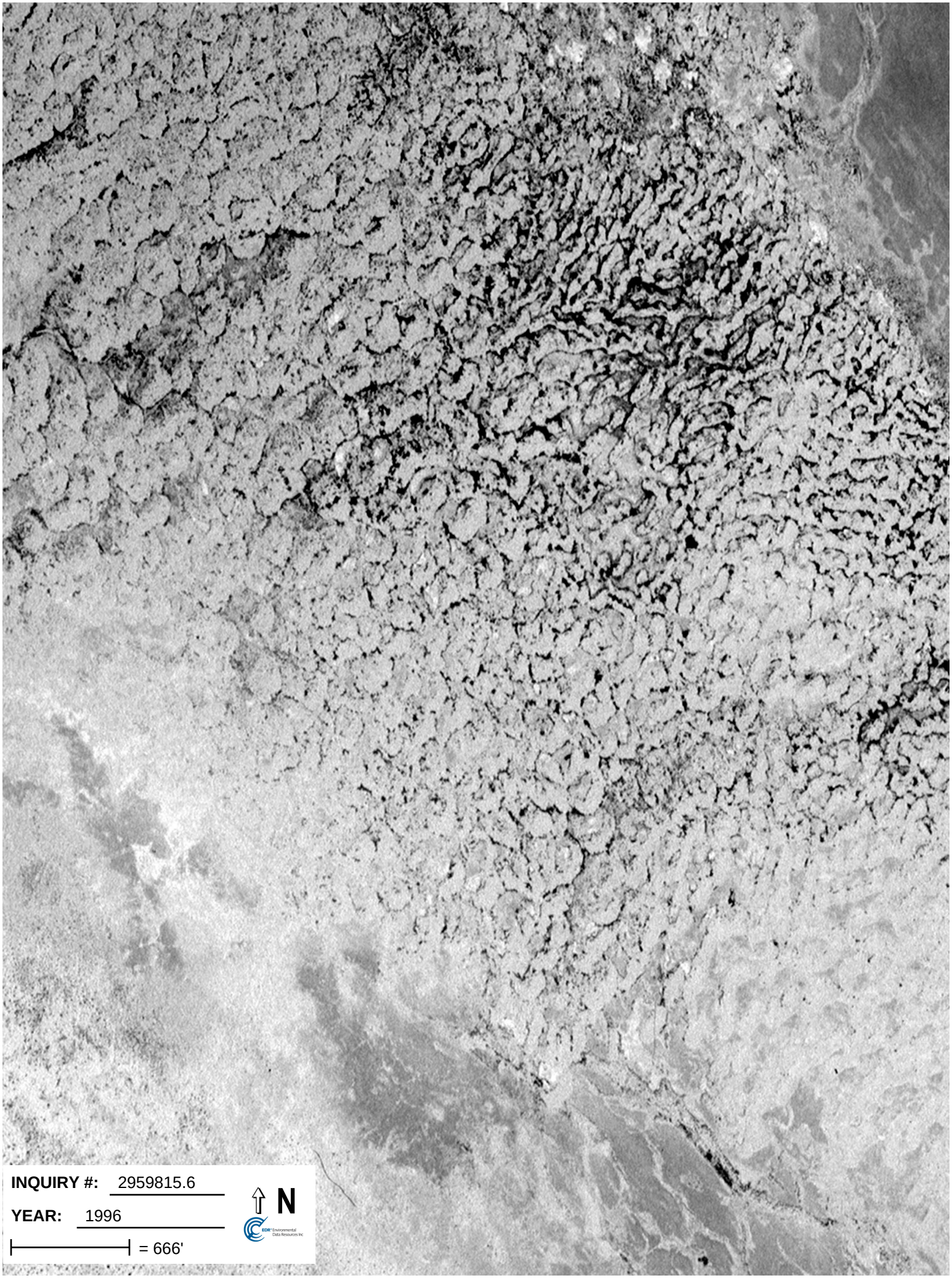
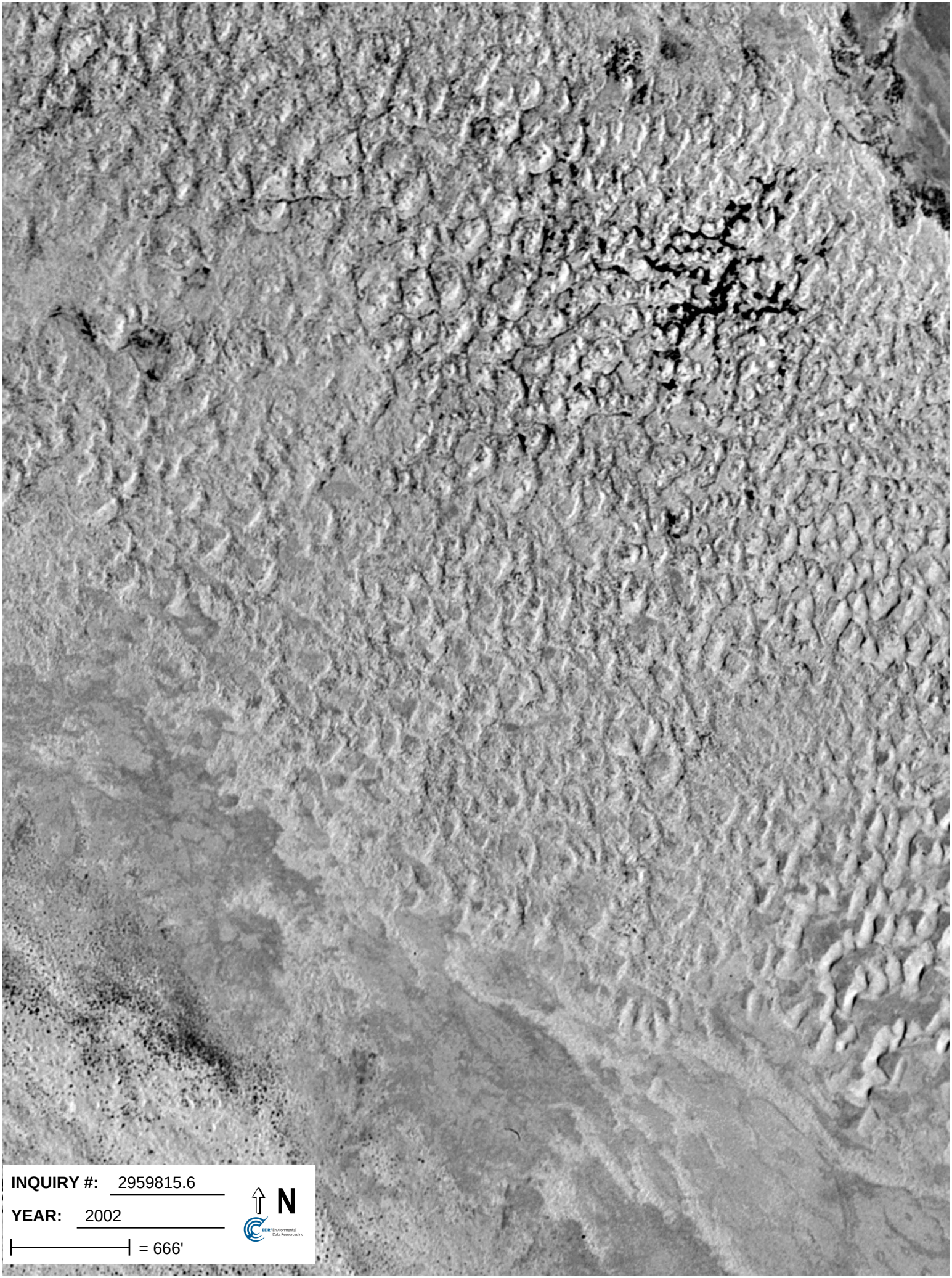
YEAR: 1984
= 666'
N


INQUIRY #: 2959815.6
YEAR: 1996
= 666'
N
EDR Environmental Data Resources Inc


INQUIRY #: 2959815.6
YEAR: 2002
= 666'
N
EDR Environmental Data Resources Inc

INQUIRY #: 2959815.6
YEAR: 2005
= 604'
N

APPENDIX E
Preliminary Title Report

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

Lawyers Title
275 W. Hospitality Lane #200
San Bernardino, CA 92408

Attn: Coleen Graves

Title Officer: Joe Lardieri/ Randall Wong--LT
email: tu60@ltic.com
Phone No.:
Fax No.:
File No.: 610600314

Your Reference No: 7606048

Property Address: Vacant Land, County of Riverside, California

PRELIMINARY REPORT

Dated as of June 3, 2010 at 7:30 a.m.

In response to the above referenced application for a policy of title insurance, Lawyers Title - IE 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.

SCHEDULE A

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

CLTA Standard Owners
ALTA Loan 2006

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:

KWAN KIM, as Trustee or the Successor Trustee of the Kwan Kim Inter-Vivos Trust, dated, as to an undivided 50% interest and ALAN KEY KIMS and MYUNG S. KIMS, Trustee(s) of the Kims Family Trust dated February 11, 2009, as to an undivided 50% interest

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

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

EXHIBIT "A"

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

The Southeast Quarter of Section 16, Township 5 South, Range 17 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, records of said County.

EXCEPT THEREFROM the oil, gas, minerals, and other hydrocarbon substances lying below the surface of said land, as provided in deeds of record.

TAX ASSESSOR'S NUMBER: 810-100-013-2

SCHEDULE B – Section A

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may 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.

SCHEDULE B – Section B

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

A. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, to be levied for the fiscal year 2010 – 2011 which are a lien not yet payable.

B. Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenue and Taxation Code of the State of California.

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

2. Any easements not disclosed by those public records which impart constructive notice and which are not visible and apparent from an inspection of the surface of said land.

3. An easement in favor of the public over any existing roads lying within said land.

4. The following reservations and/or provisions contained in the patent from the United States of America.
Recorded: December 5, 1955, in Book 1847, Page 494 of Official Records

   Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; also a right of way for ditches or canals constructed by authority of the United States as reserved in said patent.

5. The fact that the public record does not disclose that the ownership of said land includes rights of access to or from any public street. Notwithstanding the insuring clauses of the policy, the Company does not insure against loss of damage by reason of a lack of a right of access to and from the land.

6. Any invalidity or defect in the title of Vestees in the event such trust is invalid or fails to confer sufficient powers in the trustees or in the event there is lack of compliance with the terms and provisions of the trust instrument.

7. Title search discloses no open deeds of trust. Please confirm prior to close of escrow.

8. Any rights, interests or claims of parties in possession of the land not shown by the public records.

END OF SCHEDULE B EXCEPTIONS

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

REQUIREMENTS SECTION:

Req. No. 1: The Company will require a statement of information from the parties named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matters which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon.

Parties: Buyers and/or Sellers

Req. No. 2: This Company will require that a full copy of any unrecorded agreement, contract or lease be submitted to us, together with all supplements, assignments and amendments, before any policy of title insurance will be issued.

Req. No. 3: The Company will require that it be provided with either (i) a complete copy of the trust agreement and any amendments thereto certified by the trustee(s) to be a true and complete copy with respect to the hereinafter named trust, or (ii) a Certification, pursuant to California Probate Code Section 18100.5, executed by all of the current trustee(s) of the hereinafter named trust, a form of which is attached.

Trust: The Kims Family Trust, dated February 11, 2009

INFORMATIONAL NOTES SECTION

Note No. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.

Note No. 2: The current owner does NOT qualify for the $20.00 discount pursuant to the coordinated stipulated judgments entered in actions filed by both the Attorney General and private class action plaintiffs for the herein described property.

Note No. 3: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and 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 check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The 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 such 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 to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with 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.

WIRING INSTRUCTIONS FOR THIS OFFICE ARE:

Union Bank
1980 Saturn Street, V03-012
Monterey Park, CA 91755
(800) 849-6466
ABA # 122000496
CREDIT TO: Lawyers Title - IE
ACCOUNT #: 9101081413

RE: 610600314

PLEASE INDICATE Lawyers Title - IE TITLE ORDER NUMBER

Note No. 4: The charges which the company will make for next day messenger services (i.e. Federal Express, UPS, DHL, Airborne, Express mail, etc.) are $15.00 per letter, standard overnight service, and $25.00 for larger size packages and/or priority delivery services. Such charges include the cost of such messenger service and the company's expenses for arranging such messenger service and its overhead and profit. Special messenger services will be billed at the cost of such services. There will be no additional charge for pick-up or delivery of packages via the company's regularly scheduled messenger runs.

Note No. 5: None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an ALTA Loan Policy, when issued.

Note No. 6: The following information will be included in the CLTA Form 116 or ALTA Form 22-06 Endorsement to be issued pursuant to this order:

There is located on said land: Vacant Land
Known as: Vacant Land, County of Riverside, California

Note No. 7: The only conveyances affecting said land, which recorded within 24 months of the date of this report, are as follows

Grantor:	Alan Kims, a single man
Grantee:	Alan Key Kims and Myung S. Kims, husband and wife, as Community Property
Recorded:	March 24, 2009, as Instrument No. 2009-0143193 of Official Records

Grantor:	Alan Key Kims and Myung S. Kims, husband and wife, as Community Property
Grantee:	Alan Key Kims and Myung S. Kims, Trustee(s) of the Kims Family Trust dated February 11, 2009
Recorded:	March 24, 2009, as Instrument No. 2009-0143195 of Official Records

Note No. 8: THIS COMPANY REQUIRES CURRENT BENEFICIARY DEMANDS PRIOR TO CLOSING. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:

(a) If this Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be in addition to the verbal hold the lender may have stipulated.

(b) If this Company cannot obtain a verbal update on the demand, we will either pay off the expired demand, or wait for the amended demand, at our discretion.

(c) All payoff figures are verified at closing. If the customer's last payment was made within 15 days of closing, our Payoff Department may hold one month's payment to insure check has cleared the bank (unless a copy of the cancelled check is provided, in which case there will be no hold).

Note No. 9: Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year shown below, are paid. For proration purposes the amounts are:

Fiscal year	2009 - 2010
1st Installment:	$209.99
2nd Installment:	$209.99
Land Value	$41,177.00
Improvement Value:	$none
Exemption:	$none
Code Area:	062-000
Assessment No.:	810-100-013-2

Processor: MLO
Date Typed: June 10, 2010

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:

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, 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.

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:

1. 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.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This

Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.

3. 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.
4. 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.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

   This Exclusion does not limit the coverage described in Covered Risk 11 or 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:	**1% of Policy Amount or $2,500** (whichever is less)	**$10,000**
Covered Risk 15:	**1% of Policy Amount or $5,000** (whichever is less)	**$25,000**
Covered Risk 16:	**1% of Policy Amount or $5,000** (whichever is less)	**$25,000**
Covered Risk 18:	**1% of Policy Amount or $2,500** (whichever is less)	**$5,000**

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:

1. 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.
2. 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
3. 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
4. Failure to pay value for your title.
5. 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.

AMERICAN LAND TITLE ASSOCIATION 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:

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 (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.
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 or any consumer credit protection or truth in lending law.
6. 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.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee 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 or 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 judgment 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 General Exceptions:

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

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

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

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 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.

AMERICAN LAND TITLE ASSOCIATION 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 judgment 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 General Exceptions:

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 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.

File No: 610600314

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 s 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.

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

Order No. 610600314

Notice of Available Discounts

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

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

FNF Underwritten Title Company
LTC – Lawyers Title Company

FNF Underwriter
LTIC – Lawyers Title Insurance Corp.

Available Discounts

FEE REDUCTION SETTLEMENT PROGRAM (LTC and LTIC)
Eligible customers shall receive a $20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in The People of the State of California.

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

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

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

Order No: 610600314

"Notice to Customers"

(**I**nvolves **R**esidential **R**eal **P**roperty in **C**alifornia **ONLY**)

You may be entitled to receive a $20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is subject of your current transaction, you must – prior to the close of the current transaction – inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company if the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you quality for a discount which is subject to other terms and conditions.

Name: _____

Address: _____

Telephone No: _____

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

Order No: 610600314

"Notice to Customers"

(**I**nvolves **R**esidential **R**eal **P**roperty in **C**alifornia **ONLY**)

You may be entitled to receive a $20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is subject of your current transaction, you must – prior to the close of the current transaction – inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company if the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you quality for a discount which is subject to other terms and conditions.

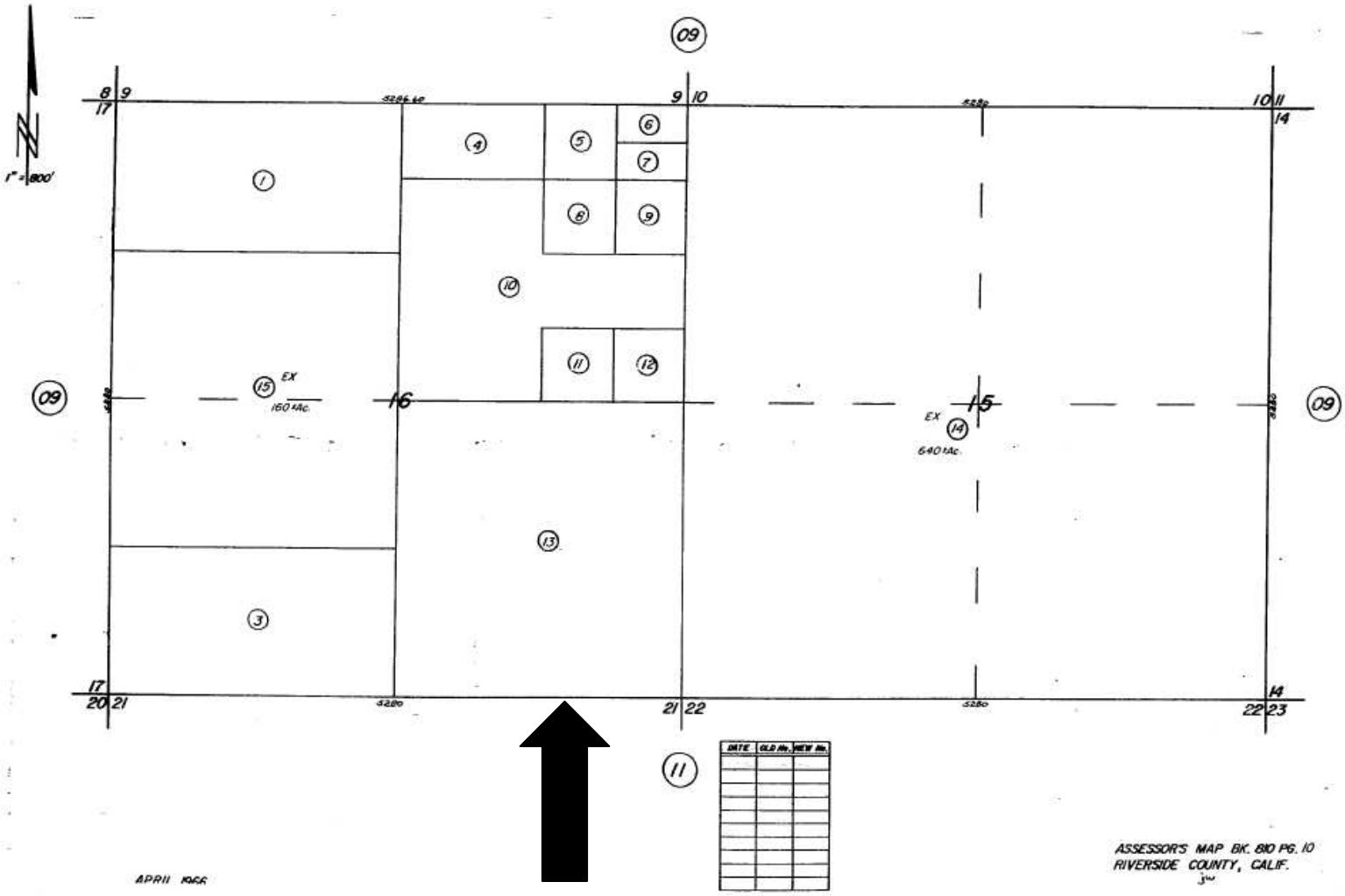
Name: _____

Address: _____

Telephone No: _____

810-10 T.C.A. 6200

SEC. 15 & 16 T.5S., R.17E.



DATE	OLD No.	NEW No.

APRIL 1966

ASSESSOR'S MAP BK. 810 PG. 10
RIVERSIDE COUNTY, CALIF.

CERTIFICATION OF TRUST

California Probate Code Section 18100.5

The undersigned declare(s) under penalty of perjury under the laws of the State of California that the following is true and correct:

1. The Trust known as _____,

   executed on _____, is a valid and existing trust.

2. The names of the settlors of the Trust are:

   _____

   _____

3. The names of the currently acting trustees are:

   _____

   _____

4. The trustees of the Trust have the following powers (initial applicable line(s)):

   _____ Power to acquire additional property.
   _____ Power to sell and execute deeds.
   _____ Power to encumber, and execute deeds of trust.
   _____ Other:

   _____

5. The Trust is (check one): _____ Revocable _____ Irrevocable
   If revocable, who may revoke the Trust?

   _____

6. Are all trustees required to execute the powers of the trustee? _____Yes _____No
   If no, explain trustee's authority:

   _____

7. Title to Trust assets is to be taken as follows:

   _____

8. The Trust has not been revoked, modified or amended in any manner which would cause the representations contained herein to be incorrect.

9. The trustees signing below are all of the currently acting trustees.

10. The trustees signing below may be required to provide copies of excerpts from the original Trust documents which designate the trustees and confer the power to act in the pending transaction.

Dated: _____

_____ _____

Print Name:_____ Print Name: _____

STATE OF CALIFORNIA
COUNTY OF _____ }ss:

On _____ before me, _____, a Notary Public, personally
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)

APPENDIX F
Environmental Questionnaires

Job: Kims Property ESA
Job No.: AC111.1

Acacia CE
Consultants & Engineers

ENVIRONMENTAL SITE ASSESSMENT QUESTIONNAIRE FOR ESA USER

To evaluate the potential for possible environmentally related impacts and site contamination the following information is requested. This questionnaire is to be completed by the user of the phase one environmental site assessment or users authorized representative.

PART I

1. Property address and Assessor's Parcel Number (APN):

810-100-013

2. Current property owner (name, address, telephone and fax numbers):

Alan Key Kims, Myung Kims, and Kwan Kim
5953 Atlantic Boulevard
Maywood, California 90270

Please contact Ken Waxlax, Broker, at (760) 641-9093

3. Date current property owner was granted title of property:

N/A

4. Current property development/improvements:

N/A

PART II - The following questions should be answered to the best of your knowledge. If a "Yes" response was provided to any of the above questions, please provide details below or on a separate typed page:

1. Past property use, development/improvements:

Vacant land

2. Adjoining property uses:

Vacant land, similar landscapes

3. Are you aware of any environmental cleanup liens against the *property* that are filed under federal, tribal, local or state law?

Yes No

1/5/11
Customer initial and date

Acacia CE
Consultants & Engineers

4. Are you aware of any activity and land use limitations, such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded in a registry under federal, tribal, state or local law?

Yes (No)

5. Do you have any specialized knowledge or experience related to the *property* or nearby properties?

Yes (No)

5A. Are you involved in the same line of business as the current or former occupants of the *property* or an adjoining property?

Yes (No)

5B. Do you have specialized knowledge of the chemicals and processes used by this type of business?

Yes (No)

6. If a property transaction is occurring in conjunction with this environmental assessment, does the purchase price of this *property* reasonably reflect the fair market value of the *property*?

(Yes) No

6A. If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the *property?*

Yes (No)

7. Are you aware of any commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases of chemicals or petroleum products?

Yes (No)

7A. Do you know of specific chemicals that are present or once were present at the *property*?

Yes (No)

7B. Do you know of spills or other chemical releases that have taken place at the *property*?

Yes (No)

7C. Do you know of any environmental cleanups that have taken place at the *property*?

Yes (No)

GA 1/5/11
Customer initial and date

Job: Kims Property ESA
Job No.: AC111.1

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8. Based on your knowledge and experience related to the *property* are there any obvious indicators that point to the presence or likely presence of contamination at the *property*?

Yes (No)

Respondent acknowledges that the information provided herein is true and correct to the best of my knowledge and belief as of the date signed below.

Name (Printed/Typed): Becky Amos

Signature: Becky Amos Date: 1/5/11

BA 1/5/11
Customer initial and date

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ESA Questionnaire-Property Owner
Date: January 4, 2011
Page: 1 of 3

Job: Kims Property ESA
Job No.: AC111.1

ENVIRONMENTAL SITE ASSESSMENT QUESTIONNAIRE FOR PROPERTY OWNER OR THEIR REPRESENTATIVE

To evaluate the potential for possible environmentally related impacts and site contamination the following information is requested. This questionnaire is to be completed by the current property owner, or owner's representative, owner's leasing agent, or other responsible person having good knowledge of the uses and physical characteristics of the property (Key Site Manager).

PART I

1. Property Address/Location and Assessor's Parcel Number (APN):

APN: 810-100-013

2. Current property owner (name, address, telephone, and fax numbers):

Name: ALAN KIMS KWAN KIM

Address: 5953 ATLANTIC BLVD MAYWOOD, CA 90270

Telephone: _____ Fax: _____

3. Date current property owner was granted title of property:

7/13/97

4. Current property development/improvements:

NONE

PART II - The following questions should be answered to the best of your knowledge. If a "Yes" response was provided to any of the above questions, please provide details below or on a separate typed page:

1. Past property use, development/improvements:

NONE - VACANT LAND

2. Adjoining property uses:

NONE - VACANT LAND

3. Is or has the *property* or any adjoining property used or been used for industrial purposes?

Yes (No)

KBR 1/12/11
Owner initial and date

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ESA Questionnaire-Property Owner
Date: January 4, 2011
Page: 2 of 3

Job: Kims Property ESA
Job No.: AC111.1

4. Has the *property* or any adjoining property been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility?

Yes No

5. Are there currently, or have there been previously, any damaged or discarded automotive or industrial batteries, or pesticides, paints, or other chemicals in individual containers of greater than 5 gal in volume or 50 gal in total, stored on or used at the *property* or at the facility?

Yes No

6. Has soil or fill been brought onto the property at any time? If yes, estimated quantity is_____ cubic yards.

Yes No

7. Has soil or fill been brought onto the property that originated from a known origin?

Yes No

8. Are there currently, or have there been previously, any pits, ponds, or lagoons located on the *property* in connection with waste treatment or waste disposal on the property?

Yes No

9. Is there currently, or has there been previously, any stained soil on the *property*?

Yes No

10. Are there currently, or have there been previously, any registered or unregistered storage tanks (above or below ground) located on the *property*?

Yes No

11. Are there currently, or have there been previously, any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the *property* or adjacent to any structure located on the *property*?

Yes No

12. Are there currently, or have there been previously, any flooring, drains, or walls located within the facility that are stained by substances other than water or are emitting foul odors on the Property?

Yes No

13. Are there any domestic, irrigation or monitoring wells on the property?

Yes No

KBW 1/12/11
Owner initial and date

Acacia CE
Consultants & Engineers

ESA Questionnaire-Property Owner
Date: January 4, 2011 **Job:** Kims Property ESA
Page: 3 of 3 **Job No.:** AC111.1

14. If the *property* is served by a private well or non-public water system, have contaminants been identified in the well or system that exceed guidelines applicable to the water system or has the well been designated as contaminated by any government environmental or health agency?

Yes No

15. Have you been informed of the past or current existence of *hazardous substances* or *petroleum products* or environmental violations with respect to the *property* or any facility located on the *property*?

Yes No

16. Have there been any *environmental site assessments* of the *property* or facility that indicated the presence of *hazardous substances* or *petroleum products* on, or contamination of, the *property* or recommended further assessment of the *property*?

Yes No

17. Have there been any past, threatened, or pending lawsuits or administrative proceedings concerning a release or threatened release of any *hazardous substance* or *petroleum products* involving the *property*?

Yes No

18. Has there been any past agricultural use of the *property*, such as orchards, plant nurseries, or seed crop cultivation?

Yes No

19. Have any *hazardous substances* or *petroleum products*, unidentified waste materials, tires, automotive or industrial batteries or any other waste materials been dumped above ground, buried and/or burned on the *property*?

Yes No

20. Is there a transformer, capacitor, or any hydraulic equipment for which there are any records indicating the presence of PCBs on the Property?

Yes No

Respondent acknowledges that the information provided herein is true and correct to the best of my knowledge and belief as of the date signed below.

Name (Printed/Typed): KENNETH WAXLAX OWNERS REP

Signature: Kenneth B Waxlax Date: 1/12/11

KBW 1/12/11
Owner initial and date

APPENDIX G
Qualifications of Environmental Professional

BRYAN C. YATES, AICP, CEM, CPESC, REA

PROJECT MANAGER

EDUCATION

B.S. Business Administration/ Operations Management, 2000 California State University, Sacramento

Certificate in Land Use and Environmental Planning, 2008 UC Davis

REGISTRATIONS & CERTIFICATIONS

American Institute of Certified Planners (AICP) #188463

Registered Environmental Assessor, CA #08011

Caltrans Certified Erosion Control Specialist, 2003

24 Hour Hazardous Waste Training Course, 2003 (Updated Annually)

Certified Environmental Manager, Nevada #1926

Certified Professional in Erosion and Sediment Control (CPESC) #3824

PROFESSIONAL AFFILIATIONS

North State BIA – Member Elected for BUILD Leadership Development

SAME – Society of American Military Engineers

APA/AICP—American Planning Association/American Institute of Certified Planners

CSU Sacramento Alumni Association-Business Administration Chapter Director At Large

USGBC-United States Green Building Council

Since 1998, Bryan has managed projects dealing with multiple aspects of private and public development including master-planned communities, residential subdivisions, schools, churches, commercial properties, and light industrial facilities.

At Acacia CE, Bryan provides responsible charge, project management for multiple disciplines within the water management, environmental, civil, and site planning disciplines, including specializations such as:

- Stormwater Pollution Prevention Plans
- Municipal Stormwater Management Planning/Permitting
- Environmental Site Assessments
- Geotechnical Feasibility Studies
- Construction Management
- Land Development Consultation
- Land Development Constraints Analysis
- Political Consulting/Public Agency Interaction

RELEVANT PROJECT

(some before joining Acacia CE)

Transcan/Hillcrest Area Specific Plan, Antioch, CA
Bryan completed a modified phase environmental site assessment in support of the initial planning land acquisition activities for this proposed 375 acre transit oriented development. Additionally, Bryan assisted the project proponent in the opportunities and constraints analysis for the project. This project is a large infill project located within the City of Antioch along the planned eBART extension through Contra Costa County connecting to the Pittsburg/Bay Point Line. The project is planned for a multi-facetted transit oriented development with a town center, 2,500 high density residential units, and no single family residences. Initial planning was complicated by a mix of historic agriculture and industrial uses that will be mitigated throughout the development process.

Solano County Fairgrounds Redevelopment, Vallejo, CA
Bryan completed a modified phase environmental site assessment in support of the initial planning phase of the proposed redevelopment of this 180 acre existing county fairgrounds site. Large areas of undocumented fill, underground fuel storage tanks, animal disposal pits, lead/asbestos, PCBs, and animal waste in shallow groundwater were all issues identified in the initial phases of the assessment.

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Land Park at Lathrop/Central Lathrop Specific Plan, San Joaquin County, CA
Bryan completed more than fifteen Phase One Environmental Site Assessments as part of the Central Lathrop Specific Plan land acquisition process. He completed the SWPPP for this 760-acre phase of the master planned community and oversaw the rainy season implementation of the plan. Additionally, Mr. Yates prepared the sampling and analysis plan and prepared reports for the Central Valley Regional Water Quality Control Board for the discharge of construction dewatering pumping into the San Joaquin River.

Sounthgate/Gateway, Chico, CA
Bryan completed a phase environmental site assessment for this 180 acre proposed master planned community along the southern boundary of Chico. Dredge tailings, existing baseball fields, a high groundwater table, and an existing rail line all complicated the proposed development.

Mountain House Specific Plan III, Tracy, CA
Bryan completed a Phase One Environmental Site Assessment for this approximately 937-acre property and the off-site utility corridors in support of the Specific Plan Environmental Impact Report. Issues found with the property include two active dairies, active agriculture production land, large stockpiles of dairy waste, and multiple above ground fuel storage tanks. Additionally, Bryan also completed a Phase Two Investigation of the residential villages of the proposed specific plan.

South East Area Specific Plan, Elk Grove, CA
Bryan completed a Phase One Environmental Site Assessment on approximately 500 acres of the South East Area Specific Plan in Elk Grove, California. The property had historically been used as a dairy and alfalfa farm. During the completion of the Phase One ESA's, nine above-ground fuel storage tanks and two former underground fuel storage tank sites were observed, and a notice of violation for surface water discharges from the dairy was uncovered. Additionally, Bryan completed a further evaluation of the dairy waste located within the property, including recommendations for dairy waste disposal/use and closure of the waste ponds.

Lagoon Valley, Vacaville, CA
Bryan completed a Phase One Environmental Site Assessment on the approximately 1,000-acre Lagoon Valley project proposed for development as a master planned community. At the time of the Phase One ESA, the property was occupied by a commercial nursery, grazing land, two rural residences, and an orchard. The Phase One ESA identified a potential for a nitrate and pesticide plume under the property as a result of the high groundwater table heavy use of nitrates and pesticides within the commercial nursery portion of the property.

Lincoln Crossing, Placer County, CA
Bryan completed a Phase Two Investigation of the Lincoln Crossing development to further evaluate soil conditions near above-ground petroleum hydrocarbon fuel storage tanks; the former location of an underground heating oil storage tank; fields formerly used for rice, clover, and dry land farming operations; two horse corrals that are still in use; and an underground petroleum product conveyance pipeline located within the railroad right-of-way that is adjacent to the eastern property boundary.

Northeast Fairfield Specific Plan, Fairfield, CA
Bryan completed a hazardous materials assessment for this large master planned community. This project included the development of previously undeveloped land, the redevelopment of the Cement Hill industrial area, a transit village with Capitol Corridor service, a railroad grade separation, and redevelopment of former railroad facilities. The planned uses included more than 6,000 single family residences, an employment center, retail, warehouse, and commercial.

Del Rio Hills/Esperson Property, Rio Vista, CA
Bryan completed a phase environmental site assessment for this 505 acre master planned community in southwest Rio Vista. This project proposed a mix of uses with approximately 2,200 single family residences. The project was complicated by the the need to incorporate the existing natural gas recovery wells into the community plan.

Walnut Park Estates, Yuba City, CA
Bryan completed a Phase One Environmental Site Assessment, Phase Two Investigation, and oversaw cleanup of petroleum hydrocarbon impacted soils. This 122 acre orchard was developed as a residential subdivision. The Phase Two Investigation consisted of the evaluation of persistent pesticides associated with the historic agriculture uses and a leaking above ground fuel storage tank.

Oak Valley Residential, Chico, CA
Bryan completed a Phase One Environmental Site Assessment of this 290-acre proposed residential subdivision in southeast Chico. A portion of the site had historically been occupied by the Humboldt Road Burn Dump that had undergone a State of California, DTSC administered cleanup.

Villages at Zinfandel, Rancho Cordova, CA
Bryan assisted in the completion of the Preliminary Endangerment Assessment of this 723 acre development in Rancho Cordova. The purpose of the Assessment was to evaluate the human health risks associated with past dredge mining activities and other active industrial activities within the parcel. Constituents of concern included mercury, various hydrocarbons, heavy metals, and solvents. The planned development consists of single family residences, a school, and parks.

Fredrickson Tank Lines, West Sacramento, CA
Bryan completed a Phase One Environmental Site Assessment of this 4-acre infill site within the West Sacramento Triangle Redevelopment Area. The site was occupied my a trucking company that had ongoing remediation for leaking underground fuel storage tanks. The site was planned for infill/high density residential.

Stockton Waterfront Project, Stockton, CA
Bryan was Project Manager for the approximately 70-acre designated Brownfield site. This site was the location of the Colberg Boat Works that had historically been used to build and repair mine sweeping ships during Work War II and more recently had been utilized for a variety of industrial activities. Bryan completed the Phase One Environmental Site Assessment and coordinated the geotechnical investigation for this complex waterfront project. The project will encompass 69 single-family, waterfront residences with internal streets, underground utilities, landscaping, and clubhouse.

Capital Village Development, Rancho Cordova, CA
Bryan completed a Phase One and Two Environmental Site Assessments for Beazer Homes' proposed 117-acre Capital Village infill development. This project is proposed to include approximately 1,000 homes, a shopping center, parks and multi-use/office areas. Challenging site conditions included a history of dredge mining and more recent site leveling made site conditions difficult for the Phase Two ESA completed to assess for the potential of remnant mercury remaining within the near surface soil of the property.

Baseline 80, Placer County, CA
Bryan completed a Phase One Environmental Site Assessment of this 80-acre property located west of Roseville, California. The property was historically used for cattle ranching. One former UST location was identified with no history of soil sampling and analysis. Mr. Yates also completed a Phase Two Environmental Site Assessment that discovered elevated petroleum hydrocarbons remaining in the soil under the former UST location. A Phase Three Removal action was completed and managed by Mr. Yates for approximately 48 cubic yards of petroleum-hydrocarbon-impacted soil under the former UST location. The excavated soil was hauled to an appropriate landfill facility for treatment/disposal.

Siller Property, Sutter County, CA
Bryan completed a Phase One Environmental Site Assessment on this 51-acre property south of Yuba City, California. This proposed residential subdivision had historically been used as a walnut orchard. A Phase Two ESA was completed as an initial screening for remnant persistent anthropogenic pesticides within the near surface soil of the orchard and pesticide formulation areas. As a result of this Phase Two ESA, a small amount of soil from the pesticide formulation location was recommended for excavation and disposal at an appropriate TSD facility as a result of the concentrations of DDT, DDD, and DDE within the near surface soil.

Fiddyment 44, Roseville, CA
Bryan completed a Phase One Environmental Site Assessment and a Phase Two Investigation of this property for a residential development. Contaminants were found due to a leaking above ground fuel storage tank. A 6,000 gallon above ground fuel storage tank, located adjacent to a PG&E high pressure gas main was removed with coordination with the property owner, developers, PG&E, and the Roseville Fire Department.

Maple Park, Live Oak, CA
Bryan completed a Phase One Environmental Site Assessment of this 5-acre project in Live Oak, California. The Property was occupied by an existing duplex style grouping of multi-family residences owned and rented by the Sutter County Housing Authority. The proposed project included demolition of the old and sub-standard housing and construction of a more sustainable community.

Sayonara, Citrus Heights, CA
Bryan completed a Phase One Environmental Site Assessment of this10-acre project in Citrus Heights, California. The Property was occupied by an existing duplex/quadplex style grouping of multi-family residences. The City of Citrus Heights obtained the parcels through the eminent domain process and planned the demolition of the old and sub-standard housing and construction of a more sustainable community.

Aitken Farms, Lincoln, CA
Bryan completed a Phase One Environmental Site Assessment on the 143-acre property in Lincoln, California. The property is planned for development as a master planned community to be named Sorrento. Four areas of turkey burial pits were uncovered within the property due to its historical use as a turkey farm.

16th & J Street Infill, Sacramento, CA
Bryan completed a Phase One Environmental Site Assessment of this ½ city block in downtown Sacramento. At the time of the assessment, the Property was occupied by a County office building, a closed restaurant, a vacant hotel, and vacant office building. The proposed project included a mixed-use high rise.

Colorado Desert Preserve, Riverside County, CA
Bryan completed a thirteen separate Phase One Environmental Site Assessments on approximately 2,500 acres of proposed mitigation land in Riverside County, California. This proposed mitigation bank, connected Joshua Tree National Park and the Orocopia Wilderness area and is habitat for the desert tortoise among many other species. Complicating the assessments was historic use of several parcels as US Navy boming ranges.

Wagenet Duck Club, Solano County, CA
Bryan completed a Phase One Environmental Site Assessment on the Wagenet Duck Club property which encompasses approximately 477 acres. A review of aerial photographs and available historical records revealed the property and nearby properties had been used as a duck hunting club, as cattle/sheep grazing land, and at one time contained two natural gas wells.

Brace Property, Placer County, CA
Bryan completed a Phase One Environmental Site Assessment and Phase Two Investigation of the Brace Property. Information reviewed during the ESA revealed that surface water runoff from a dairy located east of the site drains onto the property. This surface water originates from a cattle holding area and discharges within a drainage ditch that extends generally east to west through the southern portion of the property. The ESA included a recommendation that limited soil and surface water sampling be conducted to further evaluate the nitrogen and bacteria levels present in the surface water and sediment within the drainage ditch.

Valet Cleaners, Grass Valley, CA
Bryan completed a Phase One Environmental Site Assessment on this existing commercial building in Grass Valley, California. This property is located within the downtown district as is occupied by a dry cleaner and office building with ongoing soil and groundwater remediation.

Dayton Commercial, Dayton, NV
Bryan completed a Phase One Environmental Site Assessment on this proposed commercial facility in Dayton, Nevada. This site was located within the footprint of the Carson River Mercury Site which is a US EPA Superfund Site. Through coordination with the Nevada Division of Environmental Protection, it was determined that no additional environmental sampling would be required on this parcel.

North Lake Tahoe Fuel Station, North Lake Tahoe, CA
Bryan completed managed the groundwater monitoring and reporting program as well as the leaking underground storage tank cleanup fund reimbursements for this active gas station located in North Lake Tahoe, California.

Sacramento Stucco Property, West Sacramento, CA
Bryan completed a Phase One Environmental Site Assessment for the 3-acre property located northwest of the intersection of Riske Lane and South River Road. The property was occupied by the active Sacramento Stucco Company operation. Development plans for the property include a 30- to 50-story building occupied by commercial space, a parking structure, and approximately 300 condominiums. This Brownfield property currently lies within the redevelopment zone identified by the City of West Sacramento. Mr. Yates assisted in getting the Property through the enrollment process for the VCA program with the DTSC. Historically, the property was occupied by a lead acid battery recycling operation that had been found to have impacted shallow soils.

Silver Creek Properties, Yuba City, CA
Bryan completed a Phase One and Two Environmental Site Assessment and participated in the completion of a Preliminary Endangerment Assessment overseen by DTSC of this 2.44-acre property located in the western area of Yuba City, California. This site had historically been used by a automobile bumper manufacturing facility, a automobile racing shop, and a natural gas well compressor manufacturing/repair shop. The property was redeveloped into a Walgreen's store.

Woodruff Hotel & Guild Theater, Sacramento, CA
Bryan completed a Phase One Environmental Site Assessment on this 1/3-block area within the Oak Park neighborhood of Sacramento, California. The project consisted of the renovation by the St. Hope Foundation, of the historic Guild Theater, the Woodruff Hotel, and several Victorian style homes.

Old School Site-Vivilacqua Property, Rocklin, CA
Bryan completed a Phase One Environmental Site Assessment on this 1.8-acre property in Rocklin, California. The property is being planned for redevelopment as a library/community center. The property, formerly used as a school, a Union Pacific Railroad materials storage area, and a military surplus store, was covered in areas of soil-staining and had a history of equipment maintenance. A Phase Two Environmental Site Assessment was completed with results showing elevated levels of lead and PCBs.

Antelope Foreign Auto Dismantlers, Antelope, CA
Bryan completed a Phase Two Environmental Site Assessment of this automobile dismantling facility in the Antelope area of Sacramento County, California. The Phase Two ESA was completed to screen the property for elevated levels of solvents, fuels, metals, and other automotive fluids within the near surface soil of the property prior to the sale and re-use. Planned uses of the property included a new NASCAR race team shop facility, a construction company headquarters, and a gunite mill.

Wheeler Ranch Water Treatment Plant, Yuba County, CA
Bryan completed a Phase One Environmental Site Assessment on this 6.8-acre property in the Olivehurst area of Yuba County, California. The property was planned for development as a water treatment facility in support of rapid residential development in the area. Historically, the property had been used as a heavy equipment repair facility.

Calleguas Creek Trail, Camarillo, CA
Bryan completed a modified initial study assessment as part of the NEPA study for the environmental permitting of this project. This 1.5 mile bike trail extension improved connectivity within the existing system. In addition to a typical scope, surface soil sampling and analysis was completed for persistent pesticides within the project footprint.

California Cascade Industries, Multiple Sites
Bryan served as project manager for these projects. California Cascade Industries in Fontana pressure treats lumber for resale at companies such as Lowes, Home Depot, and Orchard Supply Hardware. Bryan helped permit the transition from the use of a copper, chromium, and arsenic solution to an ammoniacal copper solution. This more environmentally-friendly process required an increased level of regulatory permitting. Additionally, this new process, and the transportation of these new chemicals in bulk, triggered a CEQA review. The new air permits and the CEQA initial study were completed in house for submittal to the South Coast Air Quality Management District. Mr. Yates completed the five-year renewal for the Waste Discharge Requirement (WDR) for each of the facilities located in Fontana, Sacramento, and Woodland. As part of this renewal, Bryan completed a new Storm Water Pollution Prevention Plans and Storm Water Monitoring Plans under the State of California Industrial NPDES Permit. He also produces the annual Storm Water compliance submittals for the facilities.

Reason Farms, Placer County, CA
Bryan was Project Manager for this multi-use park and flood control basin. He completed a Phase One Environmental Site Assessment of Reason Farms consisting of approximately 1,335 acres of agricultural land. At the time of the assessment, the property use is rice farming except for three areas that are currently used as rural residential property consisting of homes, mobile homes and various outbuildings and barns and one area that is used to process harvested rice including drying and storage in silos. Within this area the current owner stores pesticides, diesel fuel, hydraulic oil, farm equipment and machinery and propane for rice drying activities.

Bryan also completed a Phase Two Investigation and Underground Fuel Storage Tank Removal for the property. The Phase Two Investigation identified elevated levels of total petroleum hydrocarbons as gasoline, diesel, and hydraulic oil in the bulk diesel fuel storage area and at each of the ten irrigation pumps located throughout the property. Additionally, Bryan coordinated and observed the excavation, removal, and disposal of one 750-gallon underground gasoline fuel storage tank from the property. The Phase Two Investigation recommended that additional exploration would be warranted to define the vertical and lateral extent of petroleum hydrocarbon impacted soil within the property. The technical studies completed by Bryan were utilized as part of the CEQA documentation for project.

Mountain House Grant Line Road Widening, San Joaquin County, CA
Bryan completed a Phase One Environmental Site Assessment in support of the CEQA document on this approximately two-mile stretch of Grant Line Road in the Mountain House area of San Joaquin County crossing into Alameda County. The portion of Grant Line Road covered by this assessment is the former State Route 50. Grant Line Road is planned for widening as part of the Mountain House Specific Plan III. Issues arising as part of this assessment included historic aerially deposited lead and petroleum fuel pipeline that had leaked.

Miners Ravine Off-Channel Detention Basin, Roseville, CA
Bryan completed an initial site assessment for the approximately 26-acre subject property located west of Sierra College Boulevard along both sides of Miners Ravine. The assessment was completed as part of the environmental documentation and initial design phases of the project. The property is a former wastewater treatment plant that was used to treat residential wastewater. Treated water was historically discharged into Miners Ravine which was closed in 1986. The site is now utilized as an off channel urban runoff detention basin.

Lower Sacramento Road – Harney Curve, Lodi, CA
Bryan completed a Phase One Environmental Site Assessment on the property that involved two separate land owners (Alberg and Yuen). A Phase Two site evaluation of the Alberg property was completed due to a history of underground storage tanks within the property. The Alberg property encompasses approximately one acre that contains a former gasoline station, a truck repair facility, and mobile homes. The Yuen property includes approximately four acres that are currently being used for agricultural production.

The purpose of this Phase Two investigation was to provide recommendations to the San Joaquin County Department of Public Works regarding future activities in response to potential impacts of the former tank sites on the proposed future use of the site.

Folsom Boulevard Streetscape, Rancho Cordova, CA
Bryan completed multiple Phase One Environmental Site Assessments in support of the efforts by the City of Rancho Cordova to upgrade and revitalize the 5-mile Folsom Boulevard Corridor. These assessments were completed as part of the technical studies for project NEPA/CEQA documentation and compliance. The Folsom Boulevard corridor is the heart of the City of Rancho Cordova Redevelopment Zone. Special features within the corridor include 4 Sacramento Regional Transit Light Rail Stations, and 3 Park & Ride Lots. Two US EPA Superfund sites are located within one mile of the Project boundary.

PHASE ONE ENVIRONMENTAL SITE ASSESSMENT REPORT

Colorado Desert Preserve
Kims Property
APN 810-100-013-2
Riverside County, California

Submitted to:

Cindy Tambini
Wildlands, Inc.
3855 Atherton Road
Rocklin, CA 95765

Prepared by:

Acacia CE

January 27, 2011

Project Number: AC111.1

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Ms. Cindy Tambini
Wildlands, Inc.
3855 Atherton Road
Rocklin, CA 95765

Subject: Colorado Desert Preserve
Kims Property (APN 810-100-013-2)
Riverside County, California

PHASE ONE ENVIRONMENTAL SITE ASSESSMENT

Dear Ms. Tambini:

Acacia CE is pleased to present our phase one environmental site assessment of the subject property, located in Riverside County, California (Property). The attached report includes a description of the site assessment activities, along with Acacia CE's findings, opinions, and conclusions regarding the Property.

Acacia CE has the specific qualifications based on education, training, and experience to assess the nature, history, and setting of the Property, and has developed and performed all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312. We declare that, to the best of our professional knowledge and belief, the responsible charge for this study meets the definition of Environmental Professional as defined in Section 312.10 of 40 CFR 312 and ASTM 1527-05.

We are pleased to serve you on this project. If you have any questions regarding the contents of our report, please contact us at (530) 748-1336 ext 18.

Sincerely,

Acacia CE Inc.

Bryan C. Yates, REA
Project Manager

William Kenney, P.E., G.E.
Principal Engineer

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EXECUTIVE SUMMARY

Acacia CE (ACE) conducted a phase one environmental site assessment for the Property located approximately 3.75 miles northeast of the intersection of Chuckwalla Valley Road and Interstate 10 in Riverside County, California. The Property is identified by Assessor's Parcel Number 810-100-013-2 and has no known historic uses.

The study included a review of local, state and federal environmental record sources, standard historical sources, aerial photographs, fire insurance maps and physical setting sources, a reconnaissance of the Property to review site use and current conditions to check for the storage, use, production or disposal of hazardous or potentially hazardous materials and interviews with persons knowledgeable about current and past site use.

The site reconnaissance and records review did not find documentation or physical evidence of soil or groundwater impairments associated with the use of the Property. A review of regulatory databases maintained by county, state, and federal agencies found no documentation of hazardous materials violations or discharge on the Property. A review of regulatory agency records and available databases did not identify contaminated facilities within the appropriate ASTM search distances that would be expected to impact the Property.

Based on the findings of this assessment, No Recognized Environmental Conditions (RECs) and no historical RECs were identified for the Property.

ACE has performed this phase one environmental site assessment of the Property in general conformance with the scope and limitations of ASTM E 1527-05 "Standard Practice for Environmental Site Assessments" and USEPA "Standards and Practices for All Appropriate Inquires", 40 CFR Part 312. Based on the findings of this assessment, no further environmental studies are recommended at this time.

1.0 INTRODUCTION

ACE conducted a phase one environmental site assessment for the Property located 3.75 northeast of the intersection of Chuckwalla Valley Road and Interstate 10 in Riverside County, California (Figure 1). The Property is identified by Assessor's Parcel Number 810-100-013-2 and has no known historic uses.

1.1 PURPOSE OF PHASE ONE ENVIRONMENTAL SITE ASSESSMENT

This assessment was performed at the request of Wildlands, Inc. for the purpose of environmental due diligence during property acquisition. The objective of this phase one environmental site assessment is to identify recognized environmental conditions associated with the Property. As defined in the ASTM Standard Practice E 1527-05, a REC is "the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property".

1.2 DETAILED SCOPE OF SERVICES

The scope of services performed included the following:

- A review of publicly available and practically reviewable standard local, state, tribal, and federal environmental record sources.
- A review of publicly available and practically reviewable standard historical sources, aerial photographs, fire insurance maps and physical setting sources.
- A reconnaissance of the Property to review site use and current conditions. The reconnaissance was conducted to check for the storage, use, production or disposal of hazardous or potentially hazardous materials.
- Interviews with owners/occupants and public sector officials.
- Preparation of this report with our findings, opinions, and conclusions.

1.3 LIMITATIONS AND EXCEPTIONS OF ASSESSMENT

The professional staff at ACE strives to perform its services in a proper and professional manner with reasonable care and competence. The recommendations and conclusions presented in this report were based on the findings of our study, which were developed solely from the contracted services. The findings of the report are based in part on contracted database research, out-of-house reports and personal communications. The opinions formed by ACE are based on the assumed accuracy of the relied upon data in conjunction with our relevant professional experience related to such data interpretation. ACE assumes no liability for the validity of the materials relied upon in the preparation of this report.

This document must not be subject to unauthorized reuse; that is, reuse without written authorization of ACE. Such authorization is essential because it requires ACE to evaluate the document's applicability given new circumstances, not the least of which is passage of time. The findings from a phase one environmental site assessment are valid for one year after completion of the report. Updates of portions of the assessment may be necessary after a period of 180 days after completion.

This phase one environmental site assessment is not intended to represent a complete soil or groundwater characterization, nor define the depth or extent of soil or groundwater contamination. It is intended to provide an evaluation of potential environmental concerns associated with the use of the Property. A more extensive assessment that would include a subsurface exploration with laboratory testing of soil and groundwater samples could provide more definitive information concerning site-

specific conditions. If additional assessment activities are considered for the Property and if other entities are retained to provide such services, ACE cannot be held responsible for any and all claims arising from or resulting from the performance of such services by other persons or entities. ACE can also not be held responsible from any and all claims arising or resulting from clarifications, adjustments, modifications, discrepancies or other changes necessary to reflect changed field or other conditions.

1.4 SPECIAL TERMS AND CONDITIONS

ACE has prepared this report for the exclusive use of our client, Wildlands, Inc. It is recognized and agreed that ACE has assumed responsibility only for undertaking the study for the client. The responsibility for disclosures or reports to a third party and for remedial or mitigative action shall be solely that of the Client.

Laboratory testing of soil or groundwater samples was not within the scope of the contracted services. The assessment did not include an asbestos survey, an evaluation of lead-based paint, an inspection of light ballasts for polychlorinated biphenyls (PCBs), a radon evaluation, or a mold survey.

This report is based upon field and other conditions discovered at the time of preparation of ACE's assessment. Visual observations referenced in this report are intended only to represent conditions at the time of the reconnaissance. ACE would not be aware of site contamination, such as dumping and/or accidental spillage that occurred subsequent to the reconnaissance conducted by ACE personnel.

2.0 PROPERTY INFORMATION

2.1 SITE LOCATION

The Property is located approximately 3.75 miles northeast of the intersection of Chuckwalla Valley Road and Interstate 10 in Riverside County, California. The 160-acre Property is identified by Assessor's Parcel Number 810-100-013-2 and has no known historic uses.

2.2 SITE AND VICINITY CHARACTERISTICS

According to published topographic maps, the Property ranges in elevation from approximately 420 feet above mean sea level (msl) in the northeast to approximately 445 feet above msl to the southwest. Review of the Geologic Map of the California Salton Sea Sheet found that the Property is underlain by the following geologic formations: Alluvium, Dune Sand, and Quaternary Lake Deposits. Geocheck – Physical Setting Source Summary of the Environmental Resources Data report (Appendix A) indicated no Federal United States Geological Survey (USGS) wells located within one mile of the Property.

The site-specific depth to groundwater and direction of groundwater flow was not determined as part of this assessment.

2.3 CURRENT USE OF PROPERTY/DESCRIPTION OF SITE IMPROVEMENTS

The Property is currently vacant of structures or improvements.

2.4 CURRENT USE OF ADJOINING PROPERTIES

The adjoining properties are undeveloped. A palm tree plantation is located approximately 1.5 miles southwest of the Property.

3.0 RECORDS REVIEW

3.1 PREVIOUS ENVIRONMENTAL REPORTS

No previous environmental reports were provided for our review at the time of completion of this report.

3.2 PROPERTY RECORDS

3.2.1 Environmental Liens

We requested a Preliminary Title Report including an environmental lien search. At the time of completion of this report, we received Preliminary Title Reports for parcel number 810-100-013-2. No environmental liens or deed restrictions were identified within these reports. Copies of the Preliminary Title Reports can be found in Appendix E of this report.

3.2.2 Title Report/Ownership

The Title Report lists recorded land title detail, ownership fees, leases, land contracts, easements, liens, deficiencies, and other encumbrances attached to or recorded against a subject property. Laws and regulations pertaining to land trusts vary from state to state and the detail of information presented in a Title Report can vary greatly by jurisdiction. As a result, ACE utilizes a Title Report, when provided to us, as a supplement to other historical record sources.

According to the Preliminary Title Report, title is said to be vested in Kwan Kim Inter-Vivos Trust and the Kims Family Trust. No references to environmental liens, deed restrictions or other potential environmental issues were noted. Copies of the Preliminary Title Reports can be found in Appendix E of this report.

3.3 HISTORICAL RECORD SOURCES

The purpose of the historical record review is to develop a history of the previous uses or occupancies of the Property and surrounding area in order to identify those uses or occupancies that are likely to have led to recognized environmental conditions on the Property.

3.3.1 Historical Topographic Maps

Historical USGS topographic maps were reviewed to determine if discernible changes in topography or improvements pertaining to the Property had been recorded. The following maps were provided to us through an EDR Historical Topographic Map Report, presented in Appendix C.

Quad	Year	Series	Scale
Sidewinder Well	1952	15’	1:62,500
Sidewinder Well	1986	7.5’	1:24,000

1952-1986 Maps – No improvements are mapped within the Property. The Property is generally mapped in the midst of sand dunes and a dry lakebed. The Sidewinder Well is labeled approximately 2 miles northwest of the Property.

3.3.2 Aerial Photographs

The following aerial photographs, provided by EDR, were reviewed for information regarding past conditions and land use at the Property and in the immediate vicinity. These photographs are presented in Appendix D.

Flyer	Year	Scale
USGS	1948	1:671

Pacific Air	1953	1:555
Nasa	1977	1:500
USGS	1984	1:666
USGS	1996	1:666
USGS	2002	1:666
EDR	2005	1:604

No improvements are visible within the Property in any of the above-listed aerial photographs. Each of the aerial photographs appears to depict the Property being occupied by ground patterns that are indicative of sand dunes.

3.3.3 Fire Insurance Maps

EDR prepared a Sanborn Fire insurance map search for the Property and surrounding properties. EDR reported that no maps were available for the Property and surrounding properties.

3.3.4 Government Agencies

The following agencies were contacted pertaining to possible past development and/or activity at the Property.

- California Department of Conservation, Division of Oil, Gas, and Geothermal Resources (DOGGR)
- California Regional Water Quality Control Board
- California Department of Toxic Substances Control

We reviewed the State of California, Department of Conservation, Division of Oil, Gas, and Geothermal Resources web site, databases, and maps in an effort to determine if there have been oil/gas production or test wells drilled within the Property boundaries or the immediate vicinity. The database identified no wells mapped within the Property and the immediate vicinity.

We reviewed the State Water Resources Control Board Geotracker database for site investigation or cleanup locations that may impact the Property. This database identified only the Desert Center Airport in the vicinity of the Property. The database maps the site approximately 6 miles west of the Property and that the site is inactive. No site or project documents were posted on line for review.

We reviewed the Department of Toxics Substance Control Envirostor database for site investigation or cleanup locations that may impact the Property. The database identified no sites in the vicinity of the Property.

3.4 ENVIRONMENTAL RECORD SOURCES

EDR performed a search of federal, tribal, state, and local databases regarding the Property and nearby properties. Details regarding the databases searched by EDR are provided in Appendix A. A list of the facilities documented by EDR within the approximate minimum search distance of the Property is provided below:

3.4.1 Federal ASTM Standard/Supplemental Sources

3.4.1.1 Subject Property

The Property is not listed on the Federal ASTM Standard or supplemental sources.

3.4.1.2 Other Properties

No other facilities were listed within the appropriate ASTM search distances of the Property on Federal ASTM Standard or supplemental sources.

3.4.2 State ASTM Standard/Supplemental Sources

3.4.2.1 Subject Property

The Property is not listed on the State ASTM Standard or supplemental sources.

3.4.2.2 Other Properties

No other facilities were listed within the appropriate ASTM search distances of the Property on State ASTM Standard or supplemental sources.

3.4.3 Local ASTM Supplemental Sources

3.4.3.1 Subject Property

The Property is not listed on Local ASTM supplemental databases.

3.4.3.2 Other Properties

No other facilities were listed within the appropriate ASTM search distances of the Property on Local ASTM Standard or supplemental sources.

Properties that are on the "Orphan Summary" list appear to be located beyond the ASTM recommended radius search criteria.

4.0 SITE RECONNAISSANCE

4.1 METHODOLOGY

ACE conducted a visual reconnaissance of the Property on January 13, 2011. The Property was viewed for hazardous materials storage, superficial staining or discoloration, debris, stressed vegetation, or other conditions that may be indicative of potential sources of soil or groundwater contamination. The site was also checked for evidence of fill/ventilation pipes, ground subsidence, or other evidence of existing or preexisting underground storage tanks. Photographs taken during the site reconnaissance are presented in Figure 4.

4.2 GENERAL SITE SETTING

The Property is currently vacant of structures or improvements.

4.3 EXTERIOR OBSERVATIONS

Structures. No structures were observe within the Property at the time of our reconnaissance.

Hazardous Substances and Petroleum Products in Connection with Identified Uses. No hazardous substances or petroleum products were observed within the Property during the site reconnaissance.

Storage Tanks. No above-ground storage tanks or evidence of existing underground storage tanks were observed during the site reconnaissance.

Odors. No odors indicative of hazardous materials or petroleum material impacts were noted at the time of the reconnaissance.

Pools of Potentially Hazardous Liquid. No pools of potentially hazardous liquid were observed within the Property at the time of our reconnaissance.

Drums. No drums were observed on the Property at the time of the reconnaissance.

Hazardous Substance and Petroleum Product Containers. No hazardous substance or petroleum product containers were observed on the Property at the time of our reconnaissance.

Polychlorinated Biphenyls (PCBs). No power lines or electric transformers were observed within the immediate vicinity of the Property.

Pits, Ponds and Lagoons. No pits, ponds or lagoons were observed within the Property at the time of our reconnaissance.

Stained Soil/Pavement. No stained soil or pavement was observed within the Property at the time of our reconnaissance.

Stressed Vegetation. No signs of stressed vegetation were observed on the Property at the time of our reconnaissance.

Solid Waste/Debris. No disposal of solid waste was observed at the subject property.

Wastewater. No wastewater conveyance systems were observed at the Property during the reconnaissance.

Wells. No wells were found within the Property during our site reconnaissance.

Septic Systems. No septic systems were found within the Property during our site reconnaissance.

4.4 INTERIOR OBSERVATIONS

No structures were in located within the boundaries of the Property at the time of our reconnaissance.

4.5 ASBESTOS-CONTAINING MATERIALS AND LEAD-BASED PAINT

An asbestos and lead-based paint survey was not conducted as part of this assessment. No structures were in located within the boundaries of the Property at the time of our reconnaissance.

4.6 INDOOR AIR QUALITY

An evaluation of indoor air quality, mold, or radon was not included as part of this assessment. The California Department of Health Services has conducted studies of radon risks throughout the state, sorted by zip code. Results of the studies indicate that one test was conducted within the Property zip code, with the test not exceeding the current EPA action level of 4 picocuries per liter [pCi/L]1).

5.0 INTERVIEWS

We forwarded copies of environmental questionnaires for both the end-user client and the current owner/key site manager at the inception of this project.

The environmental questionnaire for the end-user client was completed and signed by Becky Amos of Wildlands, Inc. No potential issues of environmental concern were identified in the completed questionnaire.

The environmental questionnaire for the Property owner was completed and signed by Kenneth Waxlax (owners representative). No potential issues of environmental concern were identified in the completed questionnaire.

6.0 FINDINGS

The reconnaissance and records research did not find documentation or physical evidence of soil or groundwater impairments associated with the current or past use of the Property. A review of regulatory databases maintained by county, state and federal agencies found no documentation of hazardous materials violations or discharge on the Property. No documented soil or groundwater contamination associated with abutting properties was found from the records research.

7.0 OPINIONS AND DATA GAPS

It is our opinion that the findings of this study are based on a sufficient level of information obtained during our contracted scope of services to render a conclusion as to whether additional appropriate investigation is required to identify the presence or likely presence of a REC.

No data gaps have been identified during our completion of this report.

8.0 CONCLUSIONS

The study included a review of local, state and federal environmental record sources, standard historical sources, aerial photographs, fire insurance maps and physical setting sources, a reconnaissance of the Property to review site use and current conditions to check for the storage, use, production or disposal of hazardous or potentially hazardous materials and interviews with persons knowledgeable about current and past site use.

The site reconnaissance and records review did not find documentation or physical evidence of soil or groundwater impairments associated with the use of the Property. A review of regulatory databases maintained by county, state, and federal agencies found no documentation of hazardous materials violations or discharge on the Property. A review of regulatory agency records and available databases did not identify contaminated facilities within the appropriate ASTM search distances that would be expected to impact the Property.

Based on the findings of this assessment, No Recognized Environmental Conditions (RECs) and no historical RECs were identified for the Property.

ACE has performed this phase one environmental site assessment of the Property in general conformance with the scope and limitations of ASTM E 1527-05 “Standard Practice for Environmental Site Assessments” and USEPA “Standards and Practices for All Appropriate Inquires”, 40 CFR Part 312. Based on the findings of this assessment, no further environmental studies are recommended at this time.

SELECTED REFERENCES

Geologic Map of California, Salton Sea Sheet–Charles W. Jennings—1967

Google Maps (http://maps.google.com)

California Department of Water Resources (http://wdl.water.ca.gov)

Microsoft TerraServer USA (http://www.terraserver.microsoft.com)

Division of Oil, Gas, and Geothermal Resources (http://www.conservation.ca.gov/dog/Pages/Index.aspx)

DTSC Envirostor Database (http://www.envirostor.dtsc.ca.gov/public/)

State Water Resources Control Board Geotracker Database (http://geotracker.waterboards.ca.gov/)

Topozone (http://www.topozone.com)

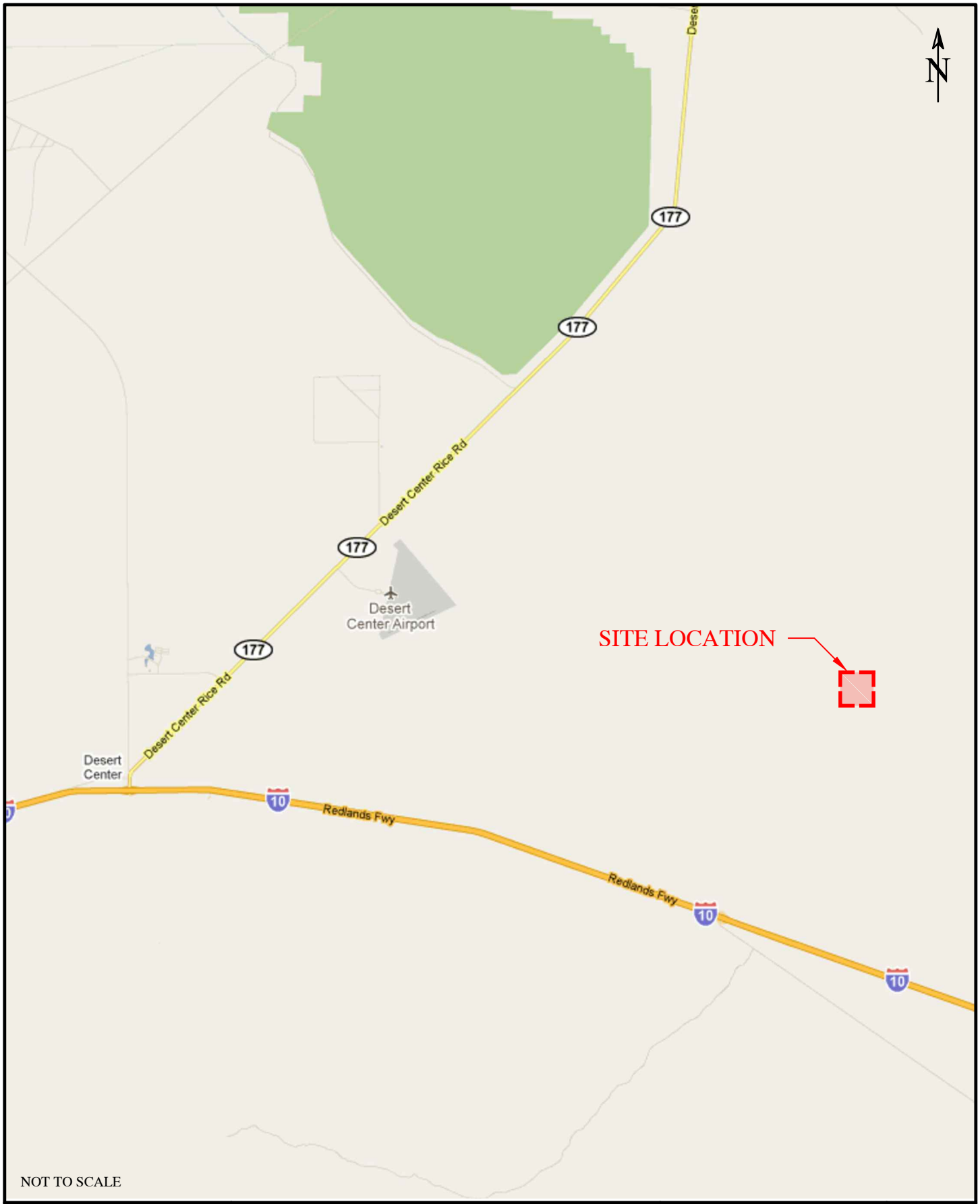
United States Environmental Protection Agency Indoor Air Quality Website (http://ww2.cdph.ca.gov/HealthInfo/environhealth/Documents/Radon/CaliforniaRadonDatabase.pdf)

USGS 7.5' Sidewinder Well Quadrangle-Map dated 1986

USGS 15' Sidewinder Well-Map dated 1952

LIST OF FIGURES

Figure 1 Vicinity Map
Figure 2 Aerial Photograph
Figure 3 Site Photographs



NOT TO SCALE

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COLORADO DESERT PRESERVE

KIMS PROPERTY

VICINITY MAP

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FIGURE NO. 1

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COLORADO DESERT PRESERVE

KIMS PROPERTY

AERIAL PHOTOGRAPH

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FIGURE NO. 2

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COLORADO DESERT PRESERVE

KIMS PROPERTY

SITE PHOTOS

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FIGURE NO. 3.1

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COLORADO DESERT PRESERVE

KIMS PROPERTY

SITE PHOTOS

PROJECT NO.	AC111.1		
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FIGURE NO.

3.2