

RECORDING REQUESTED BY:

CITY OF MURRIETA

AND WHEN RECORDED MAIL TO:

City of Murrieta
Attn: City Clerk
1 Town Square
24601 Jefferson Ave.
Murrieta, CA 92562

MAIL TAX STATEMENTS TO

EXEMPT per GC6103

2015-0472911

10/28/2015 08:19 AM Fee: \$ 0.00

Page 1 of 149

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



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Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
149	1								
SIZE	NCOR	SMF	NCHG T:			NCHG CC			

(THIS SPACE FOR RECORDER'S USE ONLY)

GRANT DEED

FILE NO: _____

ASSESSOR'S PARCEL NO:

392-061-001-4

392-090-013-5

Recording Fee: Exempt
(Government Code Section 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code Section 11922)

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

LENNAR GREER RANCH VENTURE, LLC, a California limited liability company,
("Grantor")

hereby REMISES, RELEASES AND GRANTS to

The CITY OF MURRIETA, a municipal corporation, ("Grantee")

all of its right, title and interest in that certain real property located in the City of Murrieta, County of Riverside, State of California, described in Exhibit A and Exhibit B, which are attached hereto and made a part hereof.

SUBJECT TO:

1. General and special real property taxes and assessments and supplemental assessments, if any, for the current fiscal year, a lien not yet due and payable.
2. That certain Conservation Easement, recorded on March 27, 2009, as Instrument No. 2009-0151527 in the Office of the Recorder of the County of Riverside. Attached hereto as Exhibit C and made a part hereof
3. All other covenants, conditions, restrictions, reservations, rights, rights-of-way, dedications, offers of dedication and easements of record.

4. Certain restrictions of Maintenance Area

GRANTOR (ASSIGNOR) SIGNATURE:

LENNAR-GREER RANCH VENTURE, LLC a California Limited Liability Company

By: **Lennar Homes of California, Inc., its managing member**

By:  _____

Jeffrey T. Clemens _____

Its: **Vice President** _____

Date: 9/9/15 _____

NOTE: NOTARY ACKNOWLEDGMENTS FOR ALL SIGNATURES MUST BE ATTACHED, PER CIVIL CODE SEC. 1180 ET. SEQ.

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

On September 9, 2015 before me, Beth Bruley, Notary Public,
personally appeared Jeffrey T. Clemens

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

Beth Bruley



(Seal)

ACCEPTANCE BY CITY

The City of Murrieta is the Grantee (Assignee) of certain easement rights set forth in the foregoing instrument. The City of Murrieta hereby approves and accepts the grant (assignment) of such rights.

Dated: October 26, 2015

The City of Murrieta, a municipal Corporation

By: R Dudley

Its: City Manager

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property (known as a Lot 75 of Tract 29640-1 and Parcels 4 and 5 of Parcel Map 17508) conveyed by a Grand Deed dated September 9, 2015 from Lennar Greer Ranch Venture, LLC, a California limited liability company, to the City of Murrieta, a municipal corporation, is hereby accepted by the City Manager, on behalf of the City Council of the City of Murrieta, pursuant to authority conferred by Resolution 92-125 of the City Council of the City of Murrieta adopted on June 9, 1992, and the grantee consents to recordation thereof by its duly authorized officer.

Date: October 20, 2015

CITY OF MURRIETA

ATTEST:


Sarah Manwaring, City Clerk

BY:



Rick Dudley, City Manager



Exhibit "A"

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "A"
LEGAL DESCRIPTION

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

PARCEL A:

LOTS 75 OF TRACT NO. 29640-1, IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 319 OF MAPS, PAGES 29 THROUGH 39, INCLUSIVE, RECORDS OF SAID COUNTY.

PARCEL B:

THAT PORTION OF PARCELS 4 AND 5 OF PARCEL MAP NO. 17508, IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER PLAT RECORDED IN BOOK 112 OF PARCEL MAPS, PAGES 87 THROUGH 92, INCLUSIVE, RECORDS OF SAID COUNTY, SHOWN AS PARCEL 7 ON LOT LINE ADJUSTMENT NO. 01-017 EVIDENCED BY DOCUMENT RECORDED OCTOBER 19, 2001 AS INSTRUMENT NO. 2001-509988 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED IN THE DOCUMENT AS FOLLOWS:

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF PARCELS "C" AND "D" OF LOT LINE ADJUSTMENT NO. 98-ME-01 RECORDED SEPTEMBER 14, 1998 AS INSTRUMENT NO. 388426 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF LA ESTRELLA ROAD WITH PABESU ROAD AS SHOWN ON PARCEL MAP NO. 17508 FILED IN BOOK 112, PAGES 87 THROUGH 92 OF PARCEL MAPS IN SAID OFFICE OF THE RIVERSIDE COUNTY RECORDER, SAID POINT BEING AN ANGLE POINT IN THE BOUNDARY LINE OF SAID PARCEL "C";

THENCE ALONG SAID CENTERLINE OF LA ESTRELLA ROAD AND THE SOUTHWESTERLY LINE OF SAID PARCEL "C" SOUTH 47° 05' 31" EAST 291.13 FEET TO AN ANGLE POINT IN SAID BOUNDARY LINE;

THENCE ALONG A COURSE IN SAID BOUNDARY LINE AND THE NORTHEASTERLY PROLONGATION THEREOF NORTH 44° 49' 38" EAST 1697.14 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 163.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH 28° 25' 18" EAST;

THENCE ALONG SAID CURVE EASTERLY 143.61 FEET THROUGH A CENTRAL ANGLE OF 50° 28' 48";

THENCE TANGENT FROM SAID CURVE NORTH 67° 56' 30" EAST 260.99 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 837.00 FEET;

THENCE ALONG SAID CURVE EASTERLY 103.99 FEET THROUGH A CENTRAL ANGLE OF 07° 07' 07" TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 105.00 FEET, A RADIAL LINE OF SAID CURVES FROM SAID POINT BEARS SOUTH 14° 56' 23" EAST;

THENCE ALONG SAID CURVE EASTERLY 37.79 FEET THROUGH A CENTRAL ANGLE OF 20° 37' 13";

EXHIBIT "A"
LEGAL DESCRIPTION

THENCE TANGENT FROM SAID CURVE SOUTH 84° 19' 10" EAST 50.00 FEET TO A TANGENT INTERSECTION WITH THE SOUTHERLY AND SOUTHWESTERLY CONTINUATION OF THAT CERTAIN CURVE DESCRIBED AS BEING CONCAVE WESTERLY, HAVING A RADIUS OF 39.00 FEET AND AN ARC LENGTH OF 29.00 FEET IN THE WESTERLY LINE OF PARCEL 5 DESCRIBED HEREINBEFORE;

THENCE ALONG SAID CONTINUATION EASTERLY AND NORTHEASTERLY 56.46 FEET THROUGH A CENTRAL ANGLE OF 82° 56' 27" TO AN ANGLE POINT IN SAID WESTERLY LINE;

THENCE ALONG SAID WESTERLY LINE THROUGH THE FOLLOWING COURSES: CONTINUING ALONG SAID CURVE NORTHERLY 29.00 FEET THROUGH A CENTRAL ANGLE OF 42° 36' 46";

THENCE RADially FROM SAID CURVE NORTH 60° 07' 37" EAST 4.00 FEET TO AN ANGLE POINT THEREIN AND A POINT IN THAT CERTAIN COURSE SHOWN AS "NORTH 86° 03' 32" EAST 555.00 FEET" IN THE CENTERLINE OF SAID PABESU ROAD ON SAID PARCEL MAP NO. 17508;

THENCE LEAVING SAID WESTERLY LINE ALONG SAID CENTERLINE SOUTH 86° 06' 39" WEST 40.66 FEET TO THE BEGINNING OF A TANGENT CURVE THEREIN CONCAVE SOUTHERLY AND HAVING A RADIUS OF 450.00 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE THROUGH THE FOLLOWING COURSES: ALONG SAID CURVE WESTERLY 231.00 FEET THROUGH A CENTRAL ANGLE OF 29° 24' 41" TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 600.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH 33° 18' 02" WEST;

THENCE ALONG SAID CURVE SOUTHWESTERLY 417.37 FEET THROUGH A CENTRAL ANGLE OF 39° 51' 20" TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 750.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 06° 33' 18" WEST;

THENCE ALONG SAID CURVE WESTERLY 702.20 FEET THROUGH A CENTRAL ANGLE OF 53° 38' 38";

THENCE TANGENT FROM SAID CURVE SOUTH 42° 54' 40" WEST 1068.25 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH PARCEL D OF LOT LINE ADJUSTMENT NO. 00-006 RECORDED AUGUST 9, 2000, AS DOCUMENT NO. 2000-308790 OF OFFICIAL RECORDS IN SAID OFFICE OF THE RIVERSIDE COUNTY RECORDER.

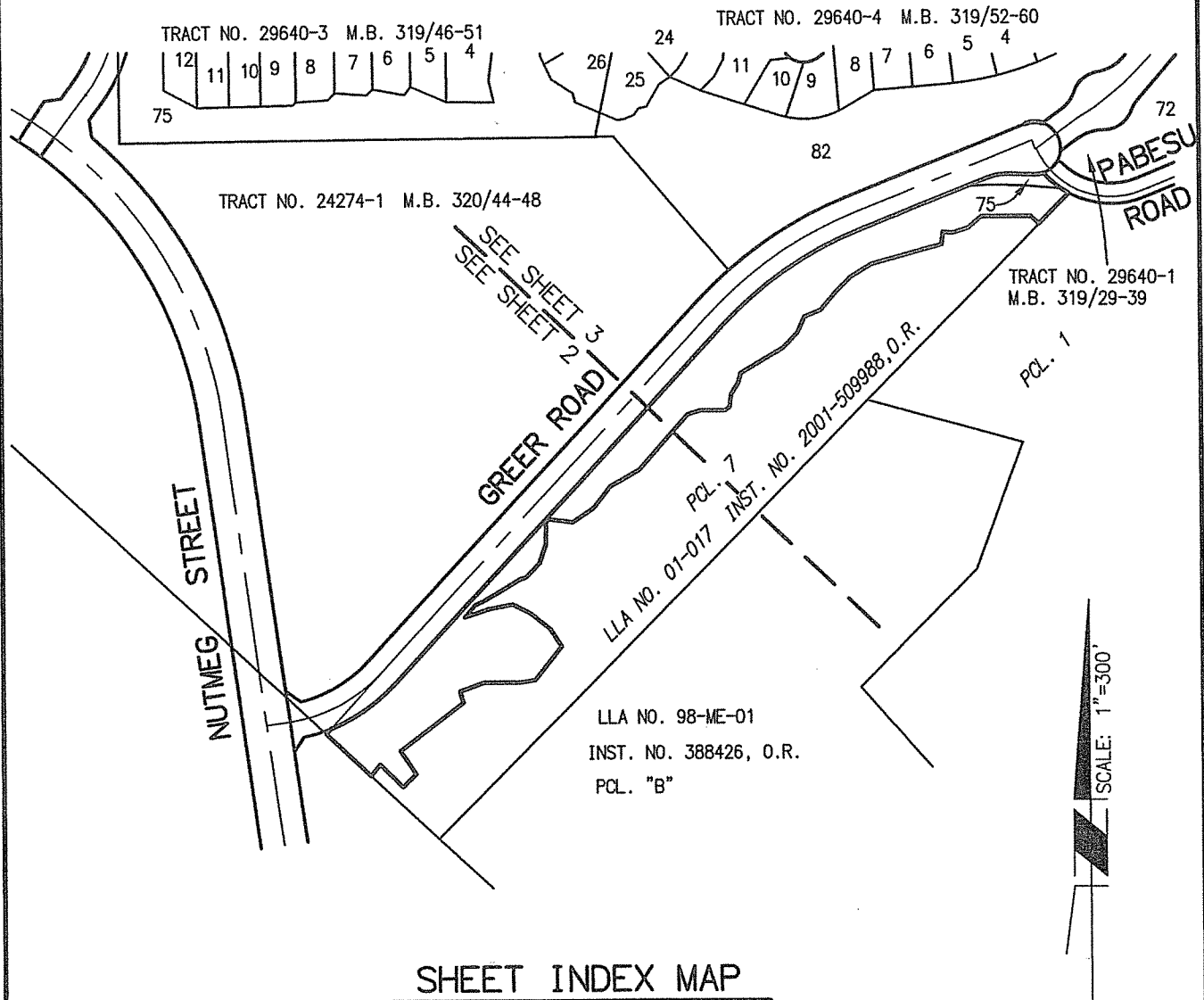
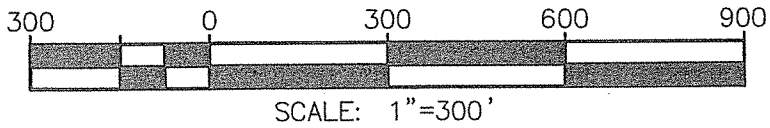
EXCEPTING THEREFROM THAT PORTION LYING WITHIN TRACT NO. 29640-1, IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 319 OF MAPS, PAGES 29 THROUGH 39, INCLUSIVE, RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN TRACT NO. 29640-4, IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 319 OF MAPS, PAGES 52 THROUGH 60, INCLUSIVE, RECORDS OF SAID COUNTY.

APN: 392-061-001-4 and 392-090-013-5

Exhibit "B"

LEGAL PLAT OF PROPERTY



SHEET INDEX MAP

EXHIBIT "B"
**LIMITS OF WEED ABATEMENT,
 SLOPE MAINTENANCE AND
 STORM DRAIN FACILITES
 MAINTENANCE AREA**

SHEET 1 OF 4 SHEETS



PLANNING ■ DESIGN ■ CONSTRUCTION

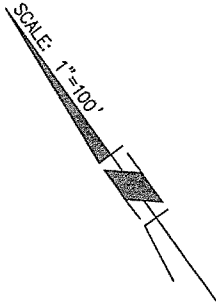
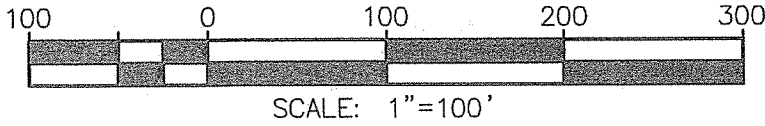
40810 COUNTY CENTER DRIVE, SUITE 100
 TEMECULA, CALIFORNIA 92591-6022
 951.676.8042 ■ FAX 951.676.7240 ■ www.RBF.com

SEPTEMBER 22, 2011

SCALE
 1"=300'

JOB NO.
 15100939-M5

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MATCH LINE SEE SHEET 3

TRACT NO 24274-1 MB 320/44-48

GREER ROAD

NUTMEG STREET

$N21^{\circ}22'09''W$
(R)

PCL 7

INST NO 2001-509988, OR

LLA NO 01-017

T.P.O.B.

P.O.C.

SEE SHEET 4 FOR DATA TABLE.

EXHIBIT "B"

LIMITS OF WEED ABATEMENT,
SLOPE MAINTENANCE AND
STORM DRAIN FACILITIES
MAINTENANCE AREA

SHEET 2 OF 4 SHEETS

PLANNING ■ DESIGN ■ CONSTRUCTION



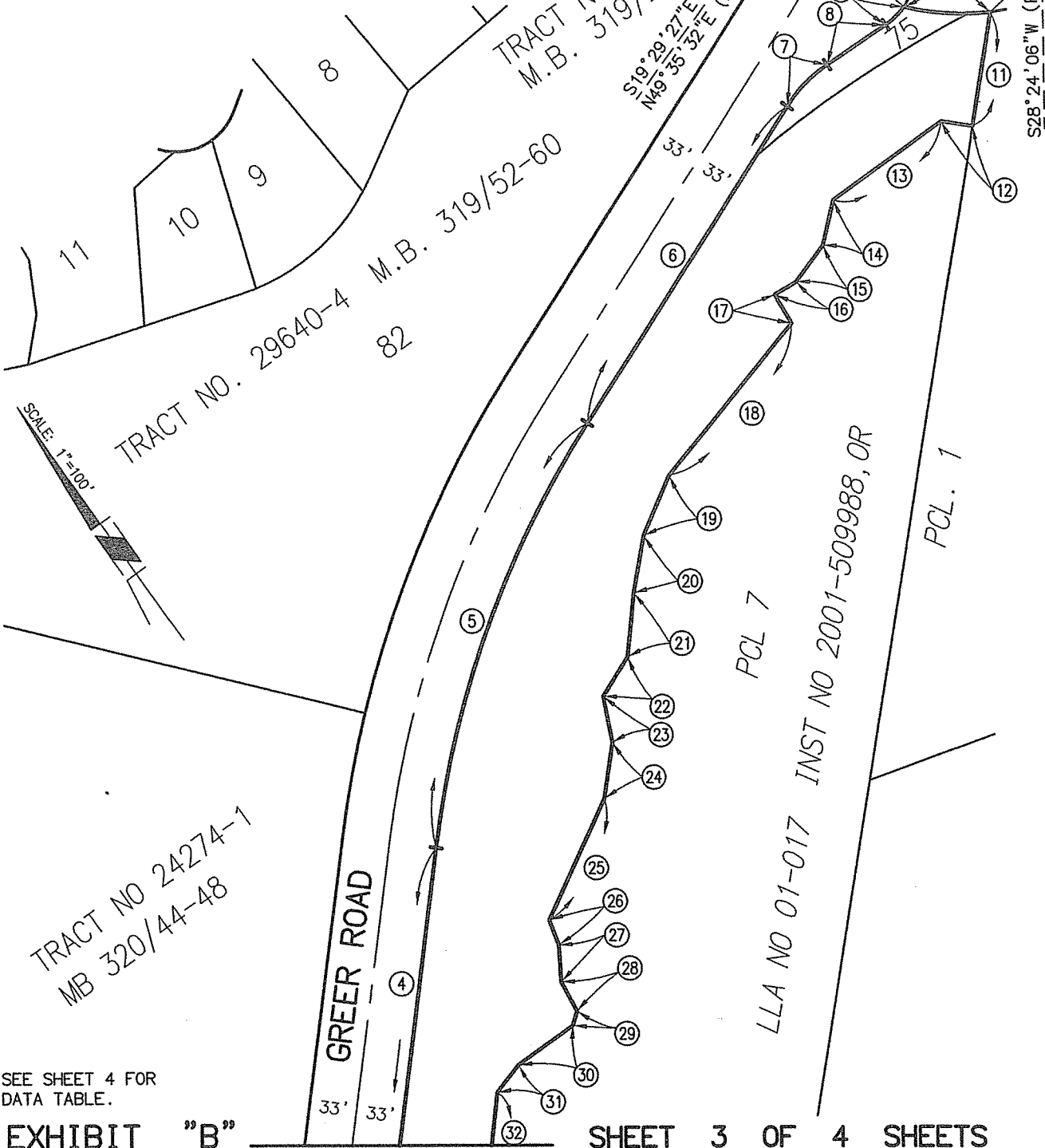
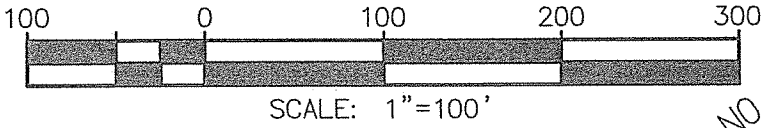
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SEPTEMBER 22, 2011

SCALE
1"=100'

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15100939-M5

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SEE SHEET 4 FOR DATA TABLE.

EXHIBIT "B"

**LIMITS OF WEED ABATEMENT,
SLOPE MAINTENANCE AND
STORM DRAIN FACILITIES
MAINTENANCE AREA**

SHEET 3 OF 4 SHEETS



PLANNING ■ DESIGN ■ CONSTRUCTION

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951.676.8042 ■ FAX 951.676.7240 ■ www.RBF.com

SEPTEMBER 22, 2011

SCALE
1"=100'

JOB NO.
15100939-M5

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DATA TABLE

(NO)	BEARING/DELTA	RADIUS	LENGTH
1	N47°05'34"W	--	174.58'
2	N47°05'34"W	--	116.55'
3	25°43'24"	333.00'	149.50'
4	N42°54'27"E	--	910.52'
5	25°26'07"	717.00'	318.30'
6	N68°20'34"E	--	262.00'
7	23°20'20"	100.00'	40.73'
8	S88°19'06"E	--	50.00'
9	21°10'21"	49.00'	18.11'
10	21°11'26"	163.00'	60.28'
11	S44°49'36"W	--	80.61'
12	N46°14'16"W	--	21.54'
13	S90°00'00"W	--	94.00'
14	S48°59'28"W	--	32.29'
15	S71°56'21"W	--	31.62'
16	N84°48'34"W	--	17.48'
17	S05°57'25"W	--	23.08'
18	S74°49'17"W	--	136.77'
19	S59°14'53"W	--	45.63'
20	S45°38'56"W	--	40.72'
21	S41°18'44"W	--	44.85'
22	S67°12'54"W	--	32.51'
23	S24°54'09"W	--	32.77'
24	S43°47'28"W	--	39.52'
25	S60°16'17"W	--	93.59'
26	S15°21'57"W	--	18.56'
27	S32°01'23"W	--	25.78'
28	S07°30'00"W	--	23.27'
29	S52°08'41"W	--	10.39'
30	S89°37'50"W	--	47.09'

DATA TABLE

(NO)	BEARING/DELTA	RADIUS	LENGTH
31	S74°03'53"W	--	24.33'
32	S41°53'36"W	--	139.67'
33	S60°18'55"W	--	62.38'
34	S38°20'37"W	--	51.06'
35	S56°11'58"W	--	47.30'
36	N83°10'51"W	--	44.97'
37	S47°08'11"W	--	7.29'
38	S01°03'22"W	--	41.72'
39	S18°36'07"W	--	36.89'
40	S43°07'51"W	--	36.04'
41	S69°50'33"W	--	14.62'
42	S59°21'58"W	--	79.08'
43	S65°16'06"W	--	16.77'
44	S39°55'17"W	--	29.66'
45	N71°21'04"E	--	47.22'
46	N79°22'20"E	--	45.72'
47	S63°51'28"E	--	36.54'
48	S51°27'13"E	--	47.49'
49	S32°29'19"E	--	39.25'
50	S38°23'52"W	--	80.01'
51	S81°01'59"W	--	28.97'
52	S90°00'00"W	--	67.76'
53	S69°40'07"W	--	47.64'
54	S16°19'27"E	--	21.43'
55	S52°47'50"W	--	149.22'
56	S33°18'20"E	--	52.30'
57	S46°03'39"W	--	34.36'
58	N45°54'35"W	--	60.28'
59	S39°11'04"W	--	27.20'
60	N42°54'27"E	--	13.12'

EXHIBIT "B"
 LIMITS OF WEED ABATEMENT,
 SLOPE MAINTENANCE AND
 STORM DRAIN FACILITIES
 MAINTENANCE AREA

SHEET 4 OF 4 SHEETS



PLANNING ■ DESIGN ■ CONSTRUCTION

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SEPTEMBER 22, 2011

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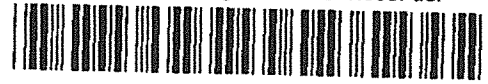
JOB NO.
 15100939-M5

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Exhibit "C"

CONSERVATION EASEMENT

RECORDING REQUESTED BY:)
 AND WHEN RECORDED MAIL TO:)
)
 Lennar Greer Ranch Venture, LLC)
 Attn: Jeff Clemens)
 391 North Main Street, Suite 301)
 Corona, CA 92880)



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CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this _____ day of _____, 2009 by LENNAR GREER RANCH VENTURE, LLC, a California limited liability company, ("Grantor"), in favor of the ELSINORE-MURRIETA-ANZA RESOURCE CONSERVATION DISTRICT ("Grantee") with reference to the following facts:

RECITALS

A. Grantor is the developer of that certain real property in the City of Murrieta, County of Riverside, State of California, commonly referred to as Greer Ranch (the "Project").

B. Grantor is the sole owner in fee simple of those portions of the Project legally described on Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated by this reference (the "Property"), which consists of approximately 267.98 acres and is found on Assessor Parcel Numbers 471-270-006 and 392-090-013. The Greer Ranch Community Association ("Association") is sole owner in fee simple of Lots 16 and 17 within Tract 29641. The Association will record a separate conservation easement in favor of Grantee over Lots 16 and 17. The Property and Lots 16 and 17 collectively constitute the Greer Ranch Conservation Area.

C. The Property provides, among other things, mitigation for certain impacts of the Project by Grantor pursuant to requirements of the (1) United States Army Corps of Engineers' ("ACOE") Section 404 Permit No. 200000122 and amendments thereto, (2) the ACOE's Section 404 Permit No. 200101303 and amendments thereto (collectively, the "Section 404 Permits") and (3) the United States Fish and Wildlife Service's ("FWS") Biological Opinion No. FWS-WRIV-3059.1 ("Biological Opinion"). Collectively, Recitals C1 through C3 are referred to as the "Agency Approvals."

D. This Conservation Easement is designed to satisfy and is granted in satisfaction of: (1) Special Condition 3 of Section 404 Permit No. 200000122, (2) Special Condition 4 of Section 404 Permit No. 200101303, and (3) Conservation Measure 1 of the Biological Opinion.

E. Consistent with the terms and conditions of this Conservation Easement, the Property is and will remain in a Natural Condition as defined herein and is intended to be

preserved in its natural, scenic, open condition to maintain its ecological, historical, visual and educational values (collectively, "**Conservation Values**"). The Conservation Values are of importance to the people of the County of Riverside and the people of the State of California.

F. Following recordation of this Conservation Easement, it is Grantor's intent to deed fee title interest in Basin 1 located on the Property to the City of Murrieta and fee title interest in the remainder of the Property to Association. It is envisioned that the City of Murrieta and Association will hold fee title interest to their respective portions of the Property over the long-term, as successors to Grantor. In accordance with the terms contained in this Conservation Easement, Grantor, as the developer of the Project, will remain responsible for the Compensatory Mitigation obligations contained herein until they are successfully implemented and completed per the success criteria set forth in the Mitigation Plan, defined below.

G. Grantee is authorized to hold conservation easements pursuant to Civil Code Section 815.3. Specifically, Grantee is an entity identified in Civil Code Section 815.3 and otherwise authorized to acquire and hold title to real property. The principal purpose and activity of Grantee is the direct protection and stewardship of natural land and resources, specifically preserving open space, protecting wildlife values of lands, and protecting important watershed lands that help improve or maintain water quality.

H. The ACOE is the Federal agency charged with regulatory authority over discharges of dredged and fill material in waters of the United States pursuant to Section 404 of the Clean Water Act, and is a third party beneficiary of this Conservation Easement.

I. The FWS is one of the Federal agencies charged with implementation of the Endangered Species Act pursuant to 16 U.S.C. § 1531 et seq, and is a third party beneficiary of this Conservation Easement.

J. This Conservation Easement is a necessary condition of the required Agency Permits to develop the Project, and is therefore a benefit to the entire Project and any and all future owners of the Project or the lots therein.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

In consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to California law, including Civil Code Section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("**Conservation Easement**"). This Conservation Easement shall run with the land and be binding on Grantor's heirs, successors, administrators, assigns, lessees, and other occupiers or users of the Property or any portion of it.

1. Purpose.

(a) The purpose of this Conservation Easement is to ensure the Property will be preserved in a Natural Condition, as defined herein, in perpetuity, for gnatcatcher, vireo, and other wildlife conservation, and to prevent, subject to the duties and rights retained by Grantor

hereunder, any other use of the Property that will impair or interfere with the Conservation Values of the Property, as long as such uses or restrictions are consistent with the maintenance and management activities associated with the detention basins, brow ditches, rip-rap, and drain inlets shown on Exhibit E attached hereto and are consistent with the concepts contained in this Section 1(a) (the "**Purpose**"). Grantor intends that the two detention basins will be subject to routine maintenance and upkeep on at least an annual basis and that the rest of the artificial structures shown on Exhibit E will be subject to maintenance and upkeep at least twice annually. Growth of vegetation and accumulated sediment within all the structures will be cleared periodically and sectional replacement may be undertaken so as not to impair the hydrologic quality and diversion functions of the structures. Grantor intends that this Conservation Easement will confine the use of the Property to such activities, including without limitation, those involving the preservation and enhancement of native species and their habitat, in a manner consistent with the habitat conservation purposes and hydrologic purposes of this Conservation Easement and those rights retained herein.

(b) The term "**Natural Condition**," as referenced in the preceding paragraph and other portions of this Conservation Easement, shall mean the condition of the Property, as it exists at the time this Conservation Easement is executed, as well as future enhancements or changes to the Property that occur directly as a result of the following activities:

(1) Compensatory mitigation measures, including implementation, maintenance, and monitoring activities (collectively, "**Compensatory Mitigation**") required by the Section 404 Permit and as described in the Final Habitat Mitigation and Monitoring Plan dated September 22, 1999 ("**Mitigation Plan**"), as revised, the cover page and summary of which are attached as **Exhibit "C";**

(2) In-perpetuity maintenance ("**Long-Term Maintenance**"), that occurs on the Property as described in Section 16 herein; or

(3) Activities described in Sections 4-6 herein.

(c) Grantor certifies to ACOE, FWS and Grantee, that to the Grantor's actual knowledge, the only structures or improvements existing on the Property at the time this grant is executed consist of the following, as shown on Exhibit E: (i) detention basin #1, which has concrete lining and corrugated metal pipe (CMP) risers, and a concrete access drive, (ii) detention basin #5, which has a concrete outlet structure and a concrete access drive, (iii) fencing around basins #1 and #5, (iv) irrigated and landscaped manufactured slopes, (v) an unimproved cell phone tower access road, (vi) nine brow ditches, (vii) six rip-rap structures, and (viii) seven drain inlets. Grantor further certifies to ACOE, FWS and Grantee that to the Grantor's actual knowledge, there are no other previously granted easements existing on the Property that interfere or conflict with the Purpose of this Conservation Easement as evidenced by the Title Report attached at **Exhibit "D."** The current Natural Condition is evidenced in part by the depiction of the Property attached on **Exhibit "E,"** showing all relevant and plottable property lines, easements, dedications, improvements, boundaries and major, distinct natural features such as waters of the United States. Grantor has delivered further evidence of the current Natural Condition to Grantee, ACOE, and FWS consisting of (1) an aerial photograph of the Property at an appropriate scale taken as close in time as possible to the date this Conservation Easement is executed; (2) an overlay of the Property boundaries on such aerial photograph; and (3) on-site

color photographs showing all man-made improvements or structures (if any) and the major, distinct natural features of the Property. As used in this Conservation Easement, "**Grantor's actual knowledge**" shall mean the present, actual, personal knowledge of Jeff Clemens, Vice President of Community Development of Grantor.

(d) If a controversy arises with respect to the current Natural Condition of the Property, Grantor, Grantee or ACOE or FWS as third party beneficiaries, or any designees or agents of Grantor, Grantee, ACOE, and FWS, shall not be foreclosed from utilizing any and all other relevant documents, surveys, photographs or other evidence or information to assist in the resolution of the controversy.

(e) The term "**Biological Monitor**" shall mean an independent third-party consultant with knowledge of aquatic resources in the Riverside County area and expertise in the field of biology or related field.

2. Grantee's Rights. To accomplish the Purpose of this Conservation Easement, Grantor, its successor and assign hereby grants and conveys the following rights to Grantee. These rights are also granted to the ACOE and FWS or their designees as third party beneficiaries of this Conservation Easement:

(a) To preserve and protect the Conservation Values of the Property; and

(b) To enter upon the Property at reasonable times in order to monitor compliance with and to otherwise enforce the terms of this Conservation Easement; and

(c) To prevent any activity on or use of the Property that is inconsistent with the Purpose of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use that is inconsistent with the Purpose of this Conservation Easement; and

(d) All mineral, air, and water rights necessary to protect and to sustain the biological resources of the Property, provided that any exercise of such rights by Grantee shall not result in conflict with such Conservation Values; and

(e) All present and future development rights allocated, implied, reserved or inherent in the Property; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise; and

(f) The right to enforce by any means, including, without limitation, injunctive relief, the terms and conditions of this Conservation Easement; and

(g) The right to enhance native plant communities, including the removal non-native species, the right to plant native trees and shrubs of the same type as currently existing on the Property, or other appropriate native species. Habitat enhancement activities shall not conflict with the preservation of the Natural Condition of the Property or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable laws, regulations, and permitting requirements.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the Purpose of this Conservation Easement and not reserved as a right of Grantor is prohibited. Without limiting the generality of the foregoing, the following uses by Grantor, Grantee, and their respective guests, agents, assigns, employees, representatives, successors, and third parties within Grantor's control are expressly prohibited on the Property except as otherwise provided herein or unless specifically provided for in the Agency Approvals, the Mitigation Plan, and any easements and reservations of rights recorded in the chain of title to the Property at the time of this conveyance (as set forth on Exhibit E hereto):

(a) Nuisance water, such as any drainage or overflow, including but not limited to water from pools, aquariums, waterbeds, fountains, and supplemental watering, except nuisance water associated with irrigation outside the Property by adjacent homeowners or others and the natural drainage of rainfall and water related to Grantee's habitat enhancement activities, or as provided in the Mitigation Plan;

(b) Use of herbicides, pesticides, biocides, fertilizers, or other agricultural chemicals or weed abatement activities, except weed abatement activities necessary to control or remove invasive, exotic plant species as allowed in the Mitigation Plan, or Subsection 2(g), or Section 6(f);

(c) Incompatible fire protection activities except fire prevention activities set forth in Section 6;

(d) Use of off-road vehicles and use of any other motorized vehicles except in the execution of management duties;

(e) Grazing or other agricultural activity of any kind;

(f) Recreational activities including, but not limited to, horseback riding, biking, hunting or fishing, and walking pets, except as allowed in the Biological Opinion;

(g) Residential, commercial, retail, institutional, or industrial uses;

(h) Any legal or de facto division, subdivision or portioning of the Property, except the portioning of the Property to transfer detention basin #1 on the Property to the City of Murrieta;

(i) Construction, reconstruction or placement of any building, road, wireless communication cell towers, or other improvement, except as provided for in Section 6, or any billboard or sign except those signs specifically allowed under Section 4(d) or Section 6(d);

(j) Dumping soil, trash, ashes, refuse, waste, bio-solids, garbage or any other material;

(k) Planting, gardening, or introduction or dispersal of non-native plant or animal species;

(l) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extraction of minerals, loam, gravel, soil, rock, sand or other material on or below the surface of the Property;

(m) Altering the general topography of the Property, including but not limited to building of roads and flood control work; except as permitted by the Agency Approvals, or as necessary to implement the Mitigation Plan, or any right reserved in Section 6, or as allowed in Section 16;

(n) Removing, destroying, or cutting of trees, shrubs or other vegetation, except for (1) emergency fire breaks as required by fire safety officials as set forth in Section 6(f), (2) prevention or treatment of disease, (3) control of invasive species which threaten the integrity of the habitat, (4) completing the Mitigation Plan, or (5) activities described in Section 4, Section 6, or Section 16; provided that activities under numbers (2), (3), and (5) in this paragraph may occur only after prior consultation with Grantee;

(o) Manipulating, impounding or altering any natural watercourse, body of water or water circulation on the Property, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters; and

(p) Creating, maintaining or enhancing fuel modification zones (defined as a strip of mowed land or the planting of vegetation possessing low combustibility for purposes of fire suppression) except as allowed in Section 6(f).

4. Grantor's Duties. To accomplish the Purpose of this Conservation Easement as described in Section 1, LENNAR GREER RANCH VENTURE, LLC shall undertake construction, maintenance and monitoring of mitigated areas pursuant to the Mitigation Plan until final approval from the ACOE confirming that Grantor has successfully completed construction, maintenance and monitoring of mitigated areas pursuant to the Mitigation Plan ("**Final Approval**"). This duty is non-transferable to the Association. Grantor shall send copies of all reports required under the Mitigation Plan to Grantee at the time such reports are submitted to the ACOE. Grantor, its successors and assigns shall:

(a) Undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Property. In addition, Grantor shall undertake all necessary actions to perfect Grantee's rights under Section 2 of this Conservation Easement; and

(b) Cooperate with Grantee in the protection of the Conservation Values; and

(c) Pursuant to Sections 16(c) and 16(e), below, repair and restore damage to the Property directly caused by Grantor, Grantor's guests, representatives, employees or agents, and third parties within Grantor's control; provided, however, Grantor, its successors or assigns shall not engage in any repair or restoration work in the Property without first consulting with the Grantee, ACOE and FWS; and

(d) Install and maintain signs and other notification features saying "Natural Area Open Space," "Protected Natural Area," or similar descriptions. Prior to erection of such

signage, the Grantor shall have its Biological Monitor submit detailed plans showing the location and language of such signs to the Grantee, ACOE and FWS for review and approval; and

(e) Maintain fencing around detention basins #1 and #5 on the Property as described in Section 16; and

(f) Obtain any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements; and

(g) The parties explicitly agree that any mitigation for activities of LENNAR GREER RANCH VENTURE, LLC not covered by this Conservation Easement, and any other mitigation set forth in the Agency Approvals, the Mitigation Plan for the Property approved by the ACOE pursuant to the Section 404 Permit, and/or any other regulatory permits, remains solely and entirely LENNAR GREER RANCH VENTURE, LLC's responsibility. The Parties further agree that Grantee shall not be liable, in law or equity, if the Compensatory Mitigation agreed to under this Conservation Easement is determined in any way, by any person or agency, to be insufficient for mitigation or regulatory compliance purposes under applicable statutes, laws and regulations; and

(h) Grantor acknowledges that notwithstanding which person and/or Party(ies) designed, engineered, constructed, and/or modified all manufactured slopes, fill, cut, berms, and banks within or on the Property, Grantor accepts full responsibility for such activity and for the condition of any and all pre-existing man-made slopes, fill, cut, berms, and banks on or within the Property. Grantor agrees that neither ACOE nor Grantee shall be responsible therefor; and

(i) On Grantee's request, meet annually with Grantee to review the status of the Property.

5. Grantee's Duties. To accomplish the Purpose of this Conservation Easement as described in Section 1, Grantee, its successors and assigns shall:

(a) Prevent any activity on or use of the Property that is inconsistent with the Purpose of this Conservation Easement;

(b) Perform at least quarterly compliance inspections of the Property, prepare an annual inspection report (the "**Annual Inspection Report**") that documents the annual inspection results that substantially follows the form attached in **Exhibit "F"** attached hereto, and make the Annual Inspection Report available to ACOE and FWS upon request;

(c) Upon receipt of Final Approval, perform the Long-Term Maintenance described in Section 16;

(d) Set aside, hold, invest and disburse adequate Endowment funds (described in Section 17) in trust solely for the purposes of preserving the Conservation Values of the Property under this Conservation Easement in perpetuity;

(e) Have a fiduciary duty to ensure that the Endowment funds held in trust for the Property are properly managed. The following principles of fiduciary duty shall apply:

(1) There shall be no commingling of the endowment funds with other funds. Funds may be pooled for investment management purposes only.

(2) Grantee shall have a duty of loyalty and shall not use the Endowment funds for its own personal benefit.

(3) Grantee shall act as a prudent investor of the Endowment funds.

(4) Grantee shall not delegate the responsibility for managing the funds to a third party, but may delegate authority to invest the funds with Grantee's oversight. Grantee shall act with prudence when delegating authority and in the selection of agents.

(5) Grantee shall have annual audits of the Endowment funds performed pursuant to California Government Code Section 53600 et seq. and Grantee's investment policy. Grantee shall submit the auditor's written reports to ACOE and FWS upon request.

(f) Pursuant to the requirements of Sections 16(c) and 16(f), below, repair and restore damage to the Conservation Easement directly or indirectly caused by Grantee, Grantee's guests, representatives, employees or agents, and third parties within Grantee's control; provided, however, Grantee, its successors or assigns shall not engage in any repair or restoration work on the Property without first consulting with Grantor, ACOE and FWS.

6. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are not prohibited or limited by, and are consistent with, the Purpose of this Conservation Easement, including the following uses:

(a) Access. Reasonable access through the Property to adjacent land over existing roads, or to perform obligations or other activities permitted by this Conservation Easement or that are required under the Agency Approvals. When and if LENNAR GREER RANCH VENTURE, LLC assigns its rights and duties under this Conservation Easement to the Association, LENNAR GREER RANCH VENTURE, LLC may not assign to the Association the duty to undertake construction, maintenance and monitoring of mitigated areas pursuant to the Mitigation Plan, *i.e.*, LENNAR GREER RANCH VENTURE, LLC will remain responsible for the Compensatory Mitigation obligations of the Agency Approvals until Final Approval is obtained. In the event LENNAR GREER RANCH VENTURE, LLC conveys its interest in the Property prior to completion of Compensatory Mitigation requirements, LENNAR GREER RANCH VENTURE, LLC expressly reserves the right for it or its agents to enter the Property to perform such work thereon as is required to meet the Compensatory Mitigation obligations of the Agency Permits. The Association's rights to the Property will be limited to a right of possession, and a right of quiet enjoyment that does not include any physical use or access to the Property except as expressly provided for herein, notwithstanding the ownership of the underlying parcel,

fee title, or any other property interest. Access by the public, including the adjacent homeowners, is in direct conflict with the Purpose of this Conservation Easement and thus shall not be permitted. Any Association's rights to any of the Property under this Conservation Easement are extremely limited.

(b) Habitat Enhancement Activities. Creation and enhancement of native plant communities, as described in Conservation Measure 15 of the Biological Opinion, including the right to plant trees and shrubs of the same type as currently existing on the Property, so long as such activities do not harm the habitat types identified in the Section 404 Permits or Mitigation Plan. For purposes of preventing erosion and reestablishing native vegetation, the Grantor shall have the right to revegetate areas that may be damaged by the permitted activities under this Section 6, naturally occurring events or by the acts of persons wrongfully damaging the Natural Condition of the Property. Prior to any habitat enhancement activities, Grantor shall have its Biological Monitor submit detailed plans to the ACOE and FWS for review and approval. Habitat enhancement activities shall not be in direct or potential conflict with the preservation of the Natural Condition of the Property or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable statutes, regulations, and permitting requirements.

(c) Vegetation, Debris, and Exotic Species Removal. Removal or trimming of vegetation downed or damaged due to natural disaster, removal of man-made debris, removal of parasitic vegetation (as it relates to the health of the host plant) and removal of non-native or exotic plant or animal species. Vegetation, debris, and exotic plant species removal shall not be in direct or potential conflict with the preservation of the Natural Condition of the Property or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable laws, regulations, and permitting requirements. Notwithstanding the above limitations on vegetation removal, vegetation located on the Property but overhanging the emergency access road shown as Exception 1 on Exhibit E may be trimmed for access purposes only.

(d) Erection and Maintenance of Informative Signage. Erection and maintenance of signage and other notification features saying "Natural Area Open Space," "Protected Natural Area," or similar descriptions, in accordance with Agency Approvals. Prior to erection of such signage, the Grantor shall have its Biological Monitor submit detailed plans showing the location and language of such signs to the Grantee, FWS and ACOE for review and approval. The erection and maintenance of informative signage shall not be in direct or potential conflict with the preservation of the Natural Condition of the Property or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable statutes, regulations, and permitting requirements.

(e) No Interference with Development of Adjoining Property. Notwithstanding anything set forth herein to the contrary, nothing in this Conservation Easement is intended nor shall be applied to in any way limit Grantor or any of Grantor's successors and assigns from (1) constructing, placing, installing, and/or erecting any improvements upon the portions of the Project not constituting the Property, (2) installing and/or maintaining the subsurface infrastructure improvements, utility lines, landscaping (including irrigation and runoff), landscape mitigation, and/or similar non-structural improvements within the Property, and/or (3) developing adjoining property for any purposes, except as limited by any local, state or federal permit requirements for such development and provided that for all of the above clauses (1), (2) and (3) neither such activity nor any effect resulting from such activity amounts

to a use of the Property, or has an impact upon the Property, that is prohibited by Section 3 above.

(f) Fire Protection and Weed Abatement. The right, in an emergency situation only, to maintain firebreaks (defined as a strip of plowed or cleared land made to check the spread of a fire), trim or remove brush, otherwise perform preventative measures required by the fire department to protect structures and other improvements from encroaching fire, and the right to conduct weed abatement and fuel modification in the areas shown on Exhibit E. All other brush management activities shall be limited to areas outside the Property.

(g) Maintenance and Access to Detention Basins, Brow Ditches, Rip-Rap, and Drain Inlets. The right to use a limited portion of the Property, as described below, to access and maintain, subject to the terms and conditions of the Agency Approvals and any applicable land use approvals, the detention basins, associated access roads, brow ditches, rip-rap, and drain inlets as designated on Exhibit E. Maintenance of each of these artificial structures shall include, but not be limited to those long-term maintenance activities undertaken after Final Approval such as (i) periodic inspection, (ii) maintenance of existing landscaping, vegetation removal, and weed abatement, (iii) debris/sediment removal, (iv) rodent control, (v) structure inspection or repair for cracking, movement, seepage, and piping, (vi) inspection or repair of embankment and slopes for seepage, piping, and instability, (vii) maintenance of the basin access roads, and (viii) if necessary, removal and replacement. Maintenance of each of these artificial structures shall be performed in compliance with all applicable statutes, regulations, and permitting requirements. Further, as specified in Section 9(b)(1), Grantor shall hold Grantee harmless for any injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, as it relates to the maintenance of the artificial structures. With respect to the basins, Grantor, its successors and assigns have the right to grant an easement to any public agency for the purpose of undertaking any of the activities permitted within this Section 6(g) and Section 6(i).

(h) Hazardous Substances or Conditions. The rights, subject to prior consultation with the Grantee, to inhabit, work upon, ingress to, pass over, and egress from the Property as necessary to remove and/or remediate hazardous substances or conditions. The rights reserved by this Section 6(h) do not relieve Grantor, its heirs, estates, successors, assigns, and the Association, of any legal requirements to obtain prior permit authority from ACOE, or other government authority with jurisdiction over any waters or land within the Property.

(i) Maintenance and Repair of Detention Basin Fencing. The right to maintain, repair, and replace fencing around detention basins #1 and #5 pursuant to Section 4(c) of this Conservation Easement in areas depicted on Exhibit E.

(j) Cell Phone Tower Access Road. The right to grant an easement to Riverside County over an existing road to be used to access the existing cell tower facility along the easterly boundary of the Property in the location shown on Exhibit E. The access road shall remain unimproved. No vehicles, or any other equipment, will be allowed off of the access road except to the extent necessary to repair the access road, provided that Grantee is provided with written notice of such repair work at least seven (7) days prior to initiation of such repairs, and provided that the access easement shall require that the access easement holder shall restore any damage to the Property that shall occur as a result of such repair work. Parking off of the access

road is prohibited. Further, as specified in Section 9(b)(1), Grantor shall hold Grantee harmless for any injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, as it relates to the maintenance of the access road.

(k) Maintenance of Slopes. The right to maintain and repair the irrigated and landscaped manufactured slopes located on the Property in areas shown on Exhibit E, to ensure the structural integrity of such slopes. Prior to exercising the right to maintain or repair such slopes, the Grantor shall have a Biological Monitor submit detailed plans showing the location and extent of maintenance and repair to the Grantee and FWS for review and written approval. Grantor shall submit annual reports to the Grantee, FWS and ACOE by August 15th of each year describing and photodocumenting any and all slope maintenance that has been performed on the Property. In the absence of any slope maintenance during a particular year, Grantor shall not be required to submit a report for that year.

7. Enforcement.

(a) Right to Enforce. Grantor, its successors and assigns, grant to the ACOE, the FWS, the U.S. Department of Justice, and the State Attorney General a discretionary right to enforce this Conservation Easement in a judicial or administrative action against any person(s) or other entity(ies) violating or attempting to violate this Conservation Easement; provided, however, that no violation of this Conservation Easement shall result in a forfeiture or reversion of title. The ACOE, FWS, U.S. Department of Justice, and the State Attorney General shall have the same rights, remedies and limitations as Grantee under this Section 7. The rights under this Section are in addition to, and do not limit rights conferred in Section 2 above, the rights of enforcement against Grantor and their successors or assigns under the Agency Approvals, or any rights of the various documents created thereunder or referred to therein. The term "Party" means Grantor or Grantee, as the case may be. Grantor, Grantee, and any third party beneficiaries, when implementing any remedies under this easement, shall provide timely written notice to each other of any actions taken under this section, including, but not limited to copies of all notices of violation and related correspondence.

(b) Notice of Violation. In the event that either Party or its employees, agents, contractors or invitees is in violation of the terms of this Conservation Easement or that a violation is threatened, the non-violating Party and/or third party beneficiaries may demand the cure of such violation. In such a case, the non-violating Party and/or third party beneficiaries shall issue a written notice to the violating Party (hereinafter "**Notice of Violation**") informing the violating Party of the actual or threatened violations and demanding cure of such violations. The Notice of Violation shall be sent to the other Party and third party beneficiaries listed under Section 14 of this Conservation Easement.

(c) Time to Cure. The violating Party shall cure the noticed violation within thirty (30) days of receipt of said written Notice of Violation. If said cure reasonably requires more than thirty (30) days, the violating Party shall, within the thirty (30) day period, submit to the non-violating Party and/or third party beneficiaries, as the case may be, for review and approval a plan and time schedule to diligently complete a cure. The violating Party shall complete such cure in accordance with the approved plan. If the violating Party disputes the notice of violation, it shall issue a written notice of such dispute (hereinafter "**Notice of**

Dispute”) to the appropriate Party and/or third party beneficiary within thirty (30) days of receipt of written Notice of Violation.

(d) Failure to Cure. If the violating Party fails to cure the violation within the time period(s) described in Section 7(c), above, or Section 7(e)(2), below, the non-violating Party and/or third party beneficiaries may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance by the violating Party with the terms of this Conservation Easement. In such action, the non-violating Party and/or third party beneficiaries may:

(1) Recover any damages to which they may be entitled for violation by the violating Party of the terms of this Conservation Easement or for any injury to the Conservation Values of the Property. The non-violating Party shall first apply any damages recovered to the cost of undertaking any corrective action on the Property. Prior to implementation of any remedial or restorative actions pursuant to this paragraph, ACOE and FWS shall be consulted.

(2) Enjoin the violation by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(3) Obtain other equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury.

(e) Notice of Dispute.

(1) If the violating Party provides the non-violating Party and/or third party beneficiaries with a Notice of Dispute, as provided herein, the non-violating Party and/or third party beneficiaries shall meet and confer with the violating Party at a mutually agreeable place and time, not to exceed thirty (30) days from the date that the non-violating Party and/or third party beneficiaries receive the Notice of Dispute. The non-violating Party and/or third party beneficiaries shall consider all relevant information concerning the disputed violation provided by the violating Party and shall determine whether a violation has in fact occurred and, if so, whether the Notice of Violation and demand for cure issued by the non-violating Party and/or third party beneficiaries is appropriate in light of the violation.

(2) If, after reviewing the violating Party’s Notice of Dispute, conferring with the violating Party, and considering all relevant information related to the violation, the non-violating Party and/or third party beneficiaries determine that a violation has occurred, the non-violating Party and/or third party beneficiaries shall give the violating party notice of such determination in writing. Upon receipt of such determination, the violating Party shall have fifteen (15) days to cure the violation. If said cure reasonably requires more than fifteen (15) days, the violating Party shall, within the fifteen (15) day period, submit to the non-violating Party and/or third party beneficiaries for review and approval a plan and time schedule to diligently complete a cure. The violating Party shall complete such cure in accordance with the approved plan.

(f) Conflicting Notices of Violation.

(1) If any Party receives a Notice of Violation that is in material conflict with one or more prior written Notices of Violation that have not yet been cured by the Party (hereinafter “Active Notice(s) of Violation”) such that the conflict makes it impossible for the Party to carry out the cure consistent with all prior Active Notices of Violation, the Party shall give written notice (hereinafter “Notice of Conflict”) to the non-violating Party and/or third party beneficiaries issuing the later, conflicting Notice(s) of Violation. The Party shall issue said Notice of Conflict to the appropriate non-violating Party and/or third party beneficiaries within fifteen (15) days of the receipt of each such conflicting Notice of Violation. A valid Notice of Conflict shall describe the conflict with specificity, including a description of how the conflict makes compliance with all Active Notices of Violation impossible.

(2) Upon issuing a valid Notice of Conflict to the appropriate non-violating Party and/or third party beneficiaries, as described above, the violating Party shall not be required to carry out the cure described in the conflicting Notice or Notices of Violation until such time as the non-violating Party responsible for said conflicting Notice(s) of Violation issue(s) a revised Notice of Violation that is consistent with prior Active Notices of Violation. Upon receipt of a revised, consistent Notice of Violation, the violating Party shall carry out the cure recommended in such notice within the time period(s) described in Section 7(c) above. Notwithstanding Section 7(g), failure to cure within said time period(s) shall entitle the non-violating Party to the remedies described in Section 7(d) and Section 7(h).

(3) The failure of the violating Party to issue a valid Notice of Conflict within fifteen (15) days of receipt of a conflicting Notice of Violation shall result in a waiver of the violating Party’s ability to claim a conflict.

(g) Immediate Action. In the event that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, the Party and/or third party beneficiary seeking enforcement pursuant to Section 7(b) above may immediately pursue all available remedies, including injunctive relief, available pursuant to both this Conservation Easement and state and federal law after giving the violating Party at least twenty four (24) hours’ written notice before pursuing such remedies. So long as such twenty-four (24) hours’ notice is given, the non-violating Party may immediately pursue all available remedies without waiting for the expiration of the time periods provided for cure or Notice of Dispute as described in Section 7(c). The written notice pursuant to this paragraph may be transmitted to the violating Party by facsimile and shall be copied to the other Party and/or third party beneficiaries listed in Section 14 of this Conservation Easement. The rights of the non-violating Party and/or third party beneficiaries under this paragraph apply equally to actual or threatened violations of the terms of this Conservation Easement. The violating Party agrees that the remedies at law for any violation of the terms of this Conservation Easement are inadequate and that the non-violating Party and third party beneficiaries shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which they may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this Section 7(g) shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code Section 815, *et seq.*, inclusive.

(h) Costs of Enforcement. Any costs incurred by a Party in enforcing the terms of this Conservation Easement against another Party, including, but not limited to, costs of suit and attorneys' fees, and any costs of restoration necessitated by a Party's violation or negligence under the terms of this Conservation Easement shall be borne by the violating Party.

(i) Enforcement Discretion. Enforcement of the terms of this Conservation Easement by a Party and/or third party beneficiary shall be at the discretion of the Party and/or third party beneficiary, and any forbearance by such Party and/or third party beneficiary to exercise its rights under this Conservation Easement in the event of any breach of any term of the Conservation Easement by a Party or any subsequent transferee shall not be deemed or construed to be a waiver by the non-violating Party and third party beneficiary of such terms or of any subsequent breach of the same or any other term of this Conservation Easement or of any of the rights of the non-violating Party and third party beneficiary under this Conservation Easement. No delay or omission by the non-violating Party and/or third party beneficiaries in the exercise of any right or remedy upon any breach by the violating Party shall impair such right or remedy or be construed as a waiver. Further, nothing in this Conservation Easement creates a non-discretionary duty upon the non-violating Party and/or third party beneficiaries to enforce its provisions, nor shall deviation from these terms and procedures, or failure to enforce its provisions give rise to a private right of action against the non-violating Party and/or third party beneficiaries by any third parties.

(j) Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from:

(1) Any natural cause beyond Grantor's control, including without limitation, fire not caused by Grantor, flood, storm, and earth movement;

(2) Any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to persons and/or the Property resulting from such causes;

(3) Acts by Grantee, ACOE, FWS or their employees, directors, officers, agents, contractors, or representatives; or

(4) Acts of third parties (including any governmental agencies) that are beyond Grantor's control.

Notwithstanding the foregoing, Grantor must obtain any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and undertake any activity or use in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements.

(k) Acts Beyond Grantee's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantor to bring any action against Grantee for any injury to or change in the Property resulting from:

(1) Any natural cause beyond Grantee's control, including without limitation, fire not caused by Grantee, flood, storm, and earth movement;

(2) Any prudent action taken by Grantee under emergency conditions to prevent, abate, or mitigate significant injury to persons and/or the Property resulting from such causes;

(3) Acts by Grantor, ACOE, FWS or their employees, directors, officers, agents, contractors, or representatives; or

(4) Acts of third parties (including any governmental agencies) that are beyond Grantee's control.

Notwithstanding the foregoing, Grantee must obtain any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and undertake any activity or use in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements.

(1) Use of Endowment. If a court of competent jurisdiction determines that there has been a violation of any term of this Conservation Easement:

(1) Funds from the Endowment which was created to manage the Property cannot be used to pay damages and legal fees awarded as part of the judgment;

(2) Funds from the Endowment which was created to manage the Property cannot be used to restore the Property to the condition in which it existed prior to the violation; and

(3) In lieu of recovering monetary damages against Grantee from any source, ACOE and/or FWS may direct the role of Grantee and related management responsibility to a new entity, which shall be a public agency or non-profit concerned with conservation.

8. Access. This Conservation Easement does not convey a general right of access to the public or a general right of access to the Property. In accordance with Section 4(d), Grantor shall install signage at all likely points of entry informing persons of the nature and restrictions on the Property. This Conservation Easement will allow for access to the Property by the ACOE, FWS, fire department and other emergency personnel, and third-party easement holders of record at the time of this conveyance at locations designated in easements and reservations of rights recorded in the chain of title to the Property at the time of this conveyance. This Conservation Easement allows for extremely limited access by the Parties and the Association only under the limited terms defined herein.

9. Costs and Liabilities.

(a) Grantor, its successors and assigns retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance (except Long-Term Maintenance by Grantee pursuant to Section 16) of the Property. Grantor agrees Grantee, ACOE and FWS shall not have any duty or responsibility for the operation, upkeep, or maintenance (except Long-Term Maintenance by Grantee pursuant to Section 16) of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the

public or any third parties from risks relating to conditions on the Property. Grantor, its successor or assign remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements.

(b) Hold Harmless.

(1) Grantor, its successors and assigns shall hold harmless, indemnify, and defend Grantee and its directors, officers, employees, agents, contractors, and representatives (collectively "**Indemnified Parties**") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgment, including without limitation, reasonable attorneys' fees, arising from or in any way connected with: injury to or the death of any person, or physical damages to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties.

(2) Grantor shall hold harmless, protect and indemnify ACOE, FWS and their respective directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "**Third-Party Beneficiary Indemnified Party**" and collectively, "**Third-Party Beneficiary Indemnified Parties**") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "**Claim**" and, collectively, "**Claims**"), arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause and (ii) the existence or administration of this Conservation Easement; *provided, however*, that the indemnification in this Section 9(b)(2) shall be inapplicable to a Third-Party Beneficiary Indemnified Party with respect to any Claim due solely to the negligence of that Third-Party Beneficiary Indemnified Party or any of its employees. If any action or proceeding is brought against any of the Third-Party Beneficiary Indemnified Parties by reason of any Claim to which the indemnification in this Section 9(b)(2) applies, then at the election of and upon written notice from the Third-Party Beneficiary Indemnified Party, Grantor shall defend such action or proceeding by counsel reasonably acceptable to the applicable Third-Party Beneficiary Indemnified Party or reimburse the Third-Party Beneficiary Indemnified Party for all charges incurred for services of the U.S. Department of Justice in defending the action or proceeding.

10. Taxes, No Liens. Grantor, its successors and assigns shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority, including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee, ACOE or FWS with satisfactory evidence of payment upon request. Grantor, its successors and assigns shall keep Grantee's interest in the Property free from any liens.

11. Condemnation. The Purpose of the Conservation Easement is presumed to be the best and most necessary public use as defined in Civil Procedure Code Section 1240.680 notwithstanding of Civil Procedure Code Sections 1240.690 and 1240.700. Nevertheless, if the

Property is taken, in whole or in part, by exercise of the power of eminent domain, Grantor and Grantee shall be entitled to compensation in accordance with applicable law.

12. Subsequent Transfers.

(a) By Grantee.

(1) This Conservation Easement is transferable by Grantee, but Grantee may assign its rights and delegate obligations under this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3 and Government Code Section 65965 (or any successor provision(s) then applicable) and only with the prior written approval of Grantor, ACOE and FWS;

(2) Grantee shall record the assignment in the County of Riverside;
and

(3) Unless otherwise agreed by Grantor, Grantee, ACOE, and FWS along with such transfer of this Conservation Easement, Grantee shall transfer any funds remaining in the Endowment established under this Conservation Easement, after deducting reasonable costs of transfer and the cost of satisfying all outstanding contracts and obligations.

(b) By Grantor.

(1) The covenants, conditions, and restrictions contained in this Conservation Easement are intended to and shall run with the land and bind all future owners of any interest in the Property. Grantor, its successor or assign agrees to (i) incorporate by reference to the title of and the recording information for this Conservation Easement in any deed or other legal instrument by which each divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest and (ii) give actual notice to any such transferee or lessee of the existence of this Conservation Easement. Grantor, its successor and assign agrees to give written notice to Grantee, ACOE and FWS of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. The failure of Grantor, its successor or assign to perform any act provided in this Section 12 shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

(2) If all or a portion of the Property is conveyed to the Association before completion of the Compensatory Mitigation obligations pertaining to the Property, LENNAR GREER RANCH VENTURE, LLC may not assign to the Association the duty to undertake construction, maintenance and monitoring of mitigated areas pursuant to the Mitigation Plan, *i.e.*, LENNAR GREER RANCH VENTURE, LLC will remain responsible for the Compensatory Mitigation obligations of the Agency Approvals until Final Approval is obtained. Upon conveyance of the Property to the Association, unless otherwise required by ACOE and/or the FWS, (1) the Association shall be responsible for the obligations pertaining to restoration of the Property set forth in the Mitigation Plan in the event Grantor does not satisfactorily complete them, (2) the Association shall assume all other duties and obligations of Grantor hereunder, and (3) Grantor shall be relieved of any and all ongoing obligations or liability hereunder except for the obligations set forth above in this paragraph and pursuant to Section 20(g).

(3) Except as provided in Section 12(b)(2), from and after the date of any transfer of all or any portion of the Property by Grantor and each transfer thereafter, (i) the transferee shall be deemed to have assumed all of the obligations of Grantor as to the portion transferred, as set forth in this Conservation Easement, (ii) the transferee shall be deemed to have accepted the restrictions contained herein as to the portion transferred, (iii) the transferor, as applicable, shall have no further obligations hereunder except for any obligations pursuant to Section 20(g), and (iv) all references to Grantor in this Conservation Easement shall thereafter be deemed to refer to such transferee.

13. Additional Interests. Other than the Covenants, Codes, Easements and Restrictions ("CC&Rs") for the Project and other instruments permitted thereunder and the access easements allowed in Section 6(g) and 6(i) under this Conservation Easement, Grantor, its successors and assigns shall not change any existing easements, or grant additional easements or other interests in the surface or subsurface of the Property (other than a security interest that is subordinate to this Conservation Easement) without the prior written authorization of Grantee, ACOE and FWS, which consent shall not be unreasonably withheld. It shall be reasonable for Grantee, ACOE and FWS to withhold consent for the change of any existing easement, or the grant of additional easements or other interest in the Property that are in direct or potential conflict with the Agency Approvals and the preservation of the Purpose and the Natural Condition of the Property as defined in Section 1 of this Conservation Easement or will impair or otherwise interfere with the Conservation Values of the Property. Grantor or its successors and assigns shall record any change to existing easements, or any additional easements or other interests in the Property in the official records of Riverside County, California and shall provide a copy of the recorded document to Grantee, ACOE and FWS.

14. Notices. All notices, demands, requests, consents, approvals, or communications from one party to another shall be personally delivered or sent by facsimile to the persons set forth below or shall be deemed given five (5) days after deposit in the United States mail, certified and postage prepaid, return receipt requested, and addressed as follows, or at such other address as any Party may from time to time specify to the other parties in writing:

To Grantor: Lennar Greer Ranch Venture, LLC
 Attn: Greer Ranch Project Manager
 391 North Main Street, Suite 301

Corona, CA 92880
FAX: 951-817-3679

With a copy to: Sheppard Mullin Richter & Hampton LLP
Attn: General Counsel for Lennar Communities
Four Embarcadero Center, 17th Floor
San Francisco, CA 94111
FAX: 415-434-3497

To Grantee: Elsinore-Murrieta-Anza Resource Conservation District
Attn: President of the Board
40390 Via Caballos
Murrieta, CA 92562
FAX: 951-296-0195

With a copy to: District Counsel
U.S. Army Corps of Engineers
Los Angeles District
915 Wilshire Boulevard, Room 1535
Los Angeles, California 90017-3401
FAX: 213-452-4217

U.S. Fish and Wildlife Service
Carlsbad Fish and Wildlife Office
Attn: Field Supervisor
6010 Hidden Valley Road
Carlsbad, CA 92011
FAX: 760-918-0638

The parties agree to accept facsimile signed documents and agree to rely upon such documents as if they bore original signatures. Each party agrees to provide to the other parties, within seventy-two (72) hours after transmission of such a facsimile, the original documents that bear the original signatures.

15. Amendment. Grantor and Grantee may amend this Conservation Easement only by mutual written agreement and with the written consent of the ACOE and FWS. Any such amendment shall be consistent with the Purpose of this Conservation Easement and shall not affect its perpetual duration. Grantor or its successors and assigns shall record any amendments to this Conservation Easement in the official records of Riverside County, California and shall provide a copy of the recorded document to the Grantee, ACOE, and FWS.

16. Long-Term Maintenance.

(a) Grantee's Responsibilities for Maintenance and Management. Grantee, its successors and assigns shall be responsible for monitoring for compliance with this Conservation Easement, and in-perpetuity, ongoing, long-term maintenance and management of the Property. Such long-term maintenance and management shall consist of: (1) the annual removal of trash or man-made debris and (2) at least quarterly weed control. Grantee shall perform the long-term

maintenance and management described herein, for all areas of the Property except the Compensatory Mitigation area described in the Mitigation Plan and depicted on Exhibit E. Once Final Approval is obtained by Grantor for the Compensatory Mitigation area of the Property, thereafter, Grantee shall perform ongoing, long-term maintenance and management of such area, consisting of the activities outlined in Section 16(a)(1)-(2).

(b) Grantor's Responsibilities for Maintenance and Management. Grantor, its successors and assigns shall be responsible for (1) maintenance, repair, replacement, as necessary, the signage and other notification features installed pursuant to Sections 4(d) and 6(d) and (2) maintenance, repair, replacement, as necessary, the fencing around detention basins #1 and #5 on the Property.

(c) Restoration Responsibilities. Grantor, Grantee, their successors and assigns shall each individually be obligated to repair, remediate, or restore the Property damaged by any activities prohibited by Section 3 herein for which it is responsible.

(d) Monitoring and Maintenance Reporting.

(1) Grantee, its successors and assigns shall prepare an annual monitoring and maintenance report documenting activities performed under Section 16(a) above, and shall make such report available to the Grantor, ACOE and/or FWS upon request or as required.

(2) Grantor, its successors and assigns shall prepare a maintenance report documenting activities that have been performed under Section 16(b) above, and shall make such report available to the Grantee, ACOE and/or FWS upon request or as required.

(e) Grantor Restoration. When activities are performed pursuant to Section 16(c) that are the obligations and responsibilities of Grantor, Grantee, its successors and assigns, shall either retain, at Grantor's expense, a qualified Biological Monitor to prepare a Restoration Plan and to oversee/monitor such restoration activities, or shall prepare a Restoration Plan and perform such restoration activities itself at Grantor's expense. Grantee shall either submit, or have its Biological Monitor submit, a draft Restoration Plan to Grantor, ACOE and FWS for review and for ACOE and FWS written approval prior to its implementation. Upon completion of restoration as specified in the approved Restoration Plan, Grantee shall prepare, or have a Biological Monitor prepare, a detailed monitoring report, and Grantee shall make the report available to Grantor, ACOE and FWS within thirty (30) days of completion of restoration activities. Grantee, its successors or assigns and (if Grantee has not prepared the Restoration Plan and performed restoration itself) Biological Monitor shall sign the monitoring report, and the report shall document the Grantee's or Biological Monitor's name and affiliation, dates Grantee or Biological Monitor was present on-site, activities observed and their location, Grantee's or Biological Monitor's observations regarding the adequacy of restoration performance by the Grantee, its successors or assigns, or its contractor in accordance with the approved Restoration Plan, corrections recommended and implemented. Grantor shall be responsible for compensating and/or reimbursing Biological Monitor and/or Grantee for all reasonable and ordinary expenses incurred by them in discharging their respective responsibilities under this Section 16(e). Before Grantee will be obligated to perform under this Section 16(e), (1) Grantee shall submit an estimate of the cost of its proposed work to Grantor

and (2) Grantor shall deposit the estimate with the Grantee, which deposit shall be made within 30 days of receipt of the estimate. Should the work require additional funds, Grantee shall submit an additional request to Grantor and Grantor shall deposit the additional estimate with the Grantee within 30 days of receipt of the additional estimate. Upon completion of the restoration work performed under this Section 16(e), Grantee shall provide an accounting of the work performed and refund any amounts remaining that have not been spent to Grantor within 30 days of completion of work performed.

(f) Grantee Restoration. When activities are performed pursuant to Section 16(c) that are the obligations and responsibilities of Grantee, Grantor, its successors and assigns, shall retain, at Grantee's expense, a qualified Biological Monitor to prepare a Restoration Plan and to oversee/monitor such restoration activities. Grantor shall have its Biological Monitor submit a draft Restoration Plan to Grantee, ACOE and FWS for review and for ACOE and FWS written approval prior to its implementation. Upon completion of restoration as specified in the approved Restoration Plan, Grantor shall have a Biological Monitor prepare a detailed monitoring report, and Grantor shall make the report available to Grantee, ACOE and FWS within thirty (30) days of completion of restoration activities. Grantor, its successors or assigns and the Biological Monitor's name and affiliation, dates Biological Monitor was present on-site, activities observed and their location, Biological Monitor's observations regarding the adequacy of restoration performance by the Grantee, its successors or assigns, or its contractor in accordance with the approved Restoration Plan, corrections recommended and implemented. Grantee shall be responsible for compensating and/or reimbursing Biological Monitor and Grantor for all reasonable and ordinary expenses incurred by them in discharging their respective responsibilities under this subsection within thirty (30) days of invoice.

17. Endowment. Grantor shall transfer to the Grantee upon recording of the Conservation Easement a non-wasting Endowment in the amount of \$125,000 for the perpetual management, maintenance, and monitoring of the Property as required under this Conservation Easement.

18. Recordation. Grantor shall promptly record this instrument in the official records of Riverside County, California and immediately notify the Grantee, ACOE, and FWS through the mailing of a conformed copy of the recorded easement.

19. Estoppel Certificate. Upon request, Grantee shall within fifteen (15) days execute and deliver to Grantor, its successors and assigns any document, including an estoppel certificate, which certifies compliance with any obligation of Grantor, its successors and assigns contained in this Conservation Easement and otherwise evidences the status of this Conservation Easement as may be requested by Grantor, its successors and assigns.

20. General Provisions.

(a) Controlling Law. The laws of the United States and the State of California, disregarding the conflicts of law principles of such state, shall govern the interpretation and performance of this Conservation Easement.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of and to effect

the Purpose of this Conservation Easement and the policy and purpose set forth in California Civil Code Section 815, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(d) Entire Agreement. This instrument together with the attached exhibits and any documents referred to herein sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 15.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors and Assigns. The covenants, terms, conditions, and restrictions of this Conservation Easement Deed shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Property. The covenants hereunder benefiting Grantee shall also benefit the ACOE and FWS as third party beneficiaries.

(g) Termination of Rights and Obligations. Except as otherwise expressly set forth in this Conservation Easement and provided the transfer was consistent with the terms of this Conservation Easement, a party's rights and obligations under this Conservation Easement shall terminate upon transfer of the party's interest in the Conservation Easement or Property (respectively), except that liability for acts or omissions occurring prior to transfer shall survive transfer. However, in those provisions where the term "LENNAR GREER RANCH VENTURE, LLC" is used in this Conservation Easement Deed, and not the term "Grantor," those provisions shall be called "**Specific Obligations**" and shall apply exclusively to LENNAR GREER RANCH VENTURE, LLC and shall not be transferred to the Association upon conveyance of LENNAR GREER RANCH VENTURE, LLC's interest in the Conservation Easement or Property. If LENNAR GREER RANCH VENTURE, LLC conveys its interest in the Project to a bona fide purchaser, the Specific Obligations are assumed by such bona fide purchaser by virtue of this Conservation Easement.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(j) Exhibits. All Exhibits referred to in this Conservation Easement are attached and incorporated herein by reference.

(k) No Hazardous Materials Liability.

(1) Grantor represents and warrants that to Grantor's actual knowledge there has been no release or threatened release of Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property. Without limiting the obligations of Grantor under Section 9(b)(2) herein, Grantor hereby releases and agrees to indemnify, protect and hold harmless the Third Party Beneficiary Indemnified Parties (defined in Section 9(b)(2)) against any and all Claims (defined in Section 9(b)(2)) arising from or connected with any Hazardous Materials present, alleged to be present, or otherwise associated with the Property at any time, except that this release and indemnification shall be inapplicable to the Third Party Beneficiary Indemnified Parties with respect to any Hazardous Materials placed, disposed or released by third party beneficiaries, their employees or agents; *provided, however*, that the indemnification shall be inapplicable to a Third-Party Beneficiary Indemnified Party with respect to any Claim due solely to the negligence of that Third-Party Beneficiary Indemnified Party or any of its employees or agents. This release and indemnification includes, without limitation, Claims for (i) injury to or death of any person or physical damage to any property; and (ii) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the Third Party Beneficiary Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from the applicable third party beneficiary or beneficiaries, defend such action or proceeding by counsel reasonably acceptable to the applicable Third Party Beneficiary Indemnified Party or Parties or reimburse the applicable third party beneficiary or beneficiaries for all charges incurred for the services of the United States Attorney General in defending the action or proceeding.

(2) Association or other authorized entity, as a subsequent Grantor, shall not be subject to the indemnification provisions in Section 20(k), as to the condition of the land prior to the date that Lennar Communities transfers the Property to the Association or other authorized entity. LENNAR GREER RANCH VENTURE, LLC shall remain liable for any "Hazardous Materials" (as defined in this Section 20(k)) placed, disposed of, or released on the Property prior to transfer. After LENNAR GREER RANCH VENTURE, LLC transfers the Property to Association or other authorized entity, LENNAR GREER RANCH VENTURE, LLC and its successors shall indemnify Association under Section 20(k) for claims arising from Hazardous Materials placed, disposed of or released onto the Property prior to the date of transfer.

(3) Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives Grantee, ACOE or FWS any of the following:

(i) The obligations or liabilities of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.; hereinafter, "CERCLA"); or

(ii) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or

(iii) The obligations of a responsible person under any applicable Environmental Laws; or

(iv) The right to investigate and remediate any Hazardous Materials associated with the Property; or

(v) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

The term "**Hazardous Materials**" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA; Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 et seq.); the Hazardous Substance Account Act (California Health & Safety Code Section 25300 et seq.), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state or local laws, ordinances, rules, regulations or orders now in effect or enacted after the date of this Conservation Easement.

The term "**Environmental Laws**" includes, without limitation, any federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee, ACOE and FWS that Grantor's activities upon and use of the Property will comply with all Environmental Laws.

(l) Extinguishment. If circumstances arise in the future that render the Purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

(m) Warranty. Grantor represents and warrants that, except as disclosed in the Preliminary Title Report dated February 11, 2008 prepared by North American Title Company and provided by Grantor to ACOE or except as disclosed in writing to Grantee by Grantor: (1) to the best of Grantor's actual knowledge there are no leases, licenses, or other agreements granting any person or persons the right to use or occupy the Property or any portion thereof that have not been identified and referenced in this Conservation Easement; (2) to the best of Grantor's actual knowledge, and except as expressly disclosed in writing to Grantee by Grantor, (i) there are no apparent or latent defects in or on the Property and (ii) Grantor is not aware of any failure of the Property to be in full compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property; (3)) to the best of Grantor's actual knowledge there are no pending or, to the best of Grantor's actual knowledge, threatened litigation affecting, involving, or relating to the Property or any portion thereof; (4)) to the best of Grantor's actual knowledge there are no civil or criminal proceedings or investigations that have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received,

arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor, to the best of Grantor's actual knowledge, do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders; (5) Grantor is unaware of any matters, conditions, or factors that will materially impair the Conservation Values of the Property or management of the Property pursuant to Agency Approvals; and (6) to the best of Grantor's actual knowledge, all Property management obligations are described in the Conservation Easement and the Agency Approvals.

(n) Subordination. Grantor hereby represents to Grantee that, as of the date of this Conservation Easement, the Property is not encumbered with any mortgage, deed of trust or other monetary encumbrance except for liens for non-delinquent real property taxes and assessments.

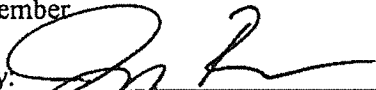
(o) No Merger. In the event the Property and the Conservation Easement are ever owned by the same entity, there shall be no express or implied merger by operation of law or otherwise. If any party should claim such a merger, the parties agree that any and all terms and conditions of this Conservation Easement shall be deemed covenants and restrictions upon the Property, which, shall run with the land according to California and/or other applicable law and otherwise exist in perpetuity.

(p) Miscellaneous. In the event of any conflict between the terms of this Conservation Easement and the terms of the CC&Rs and any amendments thereto recorded prior to date this Conservation Easement is executed, the terms of this Conservation Easement shall control.

IN WITNESS WHEREOF Grantor and Grantee have executed this Conservation Easement the day and year first above written and have agreed to be bound by the terms and provisions hereof.

GRANTOR:
LENNAR GREER RANCH VENTURE, LLC,
a California limited liability company

By: Lennar Homes of California, Inc.,
a California corporation, its managing
member

By: 
Name: Jeff Clemens
Title: Authorized Agent

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

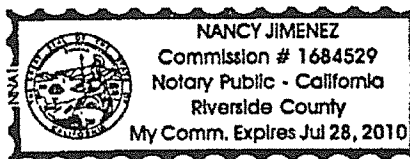
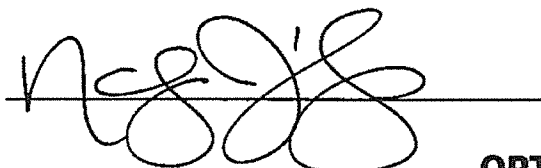
State of California

County of Riverside

On March 26, 2009, before me, Nancy Jimenez, Notary Public, personally appeared Jeff Clemens, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person 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.



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

SIGNER IS REPRESENTING:

DESCRIPTION OF ATTACHED DOCUMENT

Type of Document: _____

Number of Pages: _____

Date of Document: _____

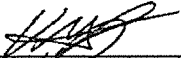
Signers (other than those named above): _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Conservation Easement by LENNAR GREER RANCH VENTURE, LLC, a California limited liability company, dated _____, 2009, to the ELSINORE-MURRIETA-ANZA RESOURCE CONSERVATION DISTRICT, is accepted by the undersigned officers on behalf of Grantee.

GRANTEE:

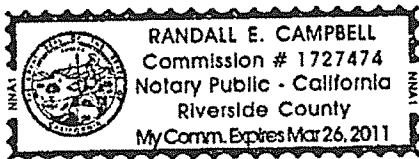
ELSINORE-MURRIETA-ANZA RESOURCE
CONSERVATION DISTRICT

By: 
Name: Vicki G Long
Title: President
Date: 3-26-09

Attest:

By: _____
Name: _____
Title: _____
Date: _____

State of California }
County of RIVERSIDE }
On 3/26/2009 before me, RANDALL E. CAMPBELL, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared Vicki G. LONG
Name(s) of Signer(s)



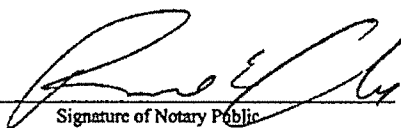
Place Notary Seal Above

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 _____



Signature of Notary Public

State of California }
County of _____ }
On _____ before me, _____,
Date Here Insert Name and Title of the Officer
personally appeared _____
Name(s) of Signer(s)

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 _____

Signature of Notary Public

Place Notary Seal Above

Exhibit A

Legal Description of Property

[See attached]

RBF CONSULTING
27555 YNEZ ROAD, SUITE 400
TEMECULA, CA 92591

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EXHIBIT "A"

CONSERVATION EASEMENT AREA

PARCEL "A" That certain parcel of land situated in the City of Murrieta, County of Riverside, State of California, being Parcels 17, 18, 23, 24 and 25 of Parcel Map No. 17508 as shown on a map thereof filed in Book 112, Pages 87 through 92 of Parcel Maps and Parcels "A", "H", "I", "J" and "K" of Lot Line Adjustment No. 00-006 recorded August 9, 2000 as Instrument No. 2000-308790 of Official Records, both in the Office of the County Recorder of said Riverside County, included within the following described parcel of land:

BEGINNING at the northwesterly corner of Section 33, Township 6 South, Range 3 West, SBM as shown on said parcel map;

thence along the northerly line of said section South 87°29'05" East 2551.63 feet;

thence continuing along said northerly line North 84°27'03" East 1965.89 feet to the northeasterly corner of said Parcel "H";

thence along the boundary lines of said Parcels "H", "I", "J", "K" and "A" through the following courses: South 05°32'57" East 196.52 feet;

thence South 46°42'31" East 40.00 feet;

thence South 11°02'28" West 64.68 feet;

thence South 13°10'59" West 72.75 feet;

thence South 22°14'02" West 144.17 feet;

thence South 42°16'25" East 363.27 feet;

thence South 04°45'49" East 223.27 feet;

thence South 47°43'35" West 413.45 feet;

thence South 67°04'04" West 261.72 feet;

thence South 87°23'51" West 204.16 feet;

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thence South 67°22'48" West 241.04 feet;

thence South 20°10'14" West 483.94 feet;

thence South 66°22'14" West 809.53 feet;

thence South 55°29'12" West 571.20 feet;

thence North 89°57'55" West 622.79 feet;

thence North 28°18'31" West 323.92 feet;

thence North 25°05'41" East 162.50 feet;

thence North 11°55'33" West 243.18 feet;

thence North 38°28'07" West 231.58 feet to a point on a non-tangent curve concave southwesterly and having a radius of 170.00 feet, a radial line of said curve from said point bears South 52°54'40" West;

thence along said curve northwesterly 114.23 feet through a central angle of 38°29'55";

thence radially from said curve South 14°24'45" West 40.00 feet;

thence South 47°47'22" West 378.06 feet;

thence South 00°00'20" West 136.63 feet;

thence North 89°08'14" West 257.91 feet;

thence South 46°21'49" West 352.86 feet;

thence North 67°13'54" West 522.03 feet;

thence North 72°00'00" West 191.55 feet to the westerly line of said Section 34;

thence leaving said boundary line, along said westerly line North 02°20'39" East 1983.75 feet to the **POINT OF BEGINNING**.

EXCEPTING FROM said Parcel "A", the following described Exceptions 1 through 8.

EXCEPTION 1 A strip of land 60.00 feet wide, the centerline of which is described as follows: **BEGINNING** at the most easterly corner of said Parcel "A" of Lot Line Adjustment No. 00-006, said corner being the northeasterly terminus of a course shown

as "North 47°47'22" East 348.18 feet" in the southeasterly line of said Parcel "A" and a point on a curve in the centerline of Evandel Road as shown on said Parcel Map No. 17508, said curve being concave southerly and having a radius of 150.00 feet, a radial line of said curve from said point bears South 03°20'59" West;

thence along said centerline through the following courses: along said curve westerly 85.89 feet through a central angle of 32°48'28";

thence tangent from said curve South 60°32'31" West 247.00 feet to the beginning of a tangent curve concave northeasterly and having a radius of 150.00 feet;

thence along said curve westerly and northerly 322.86 feet through a central angle of 123°19'18";

thence tangent from said curve North 03°51'49" East 100.00 feet to the beginning of a tangent curve concave southwesterly and having a radius of 200.00 feet;

thence along said curve northwesterly 192.97 feet through a central angle of 55°16'52";

thence tangent from said curve North 51°25'03" West 215.00 feet to the beginning of a tangent curve concave easterly and having a radius of 200.00 feet;

thence along said curve northerly 284.85 feet through a central angle of 81°36'16";

thence tangent from said curve North 30°11'13" East 145.00 feet to the beginning of a tangent curve concave southeasterly and having a radius of 500.00 feet;

thence along said curve northeasterly 284.61 feet through a central angle of 32°36'49";

thence tangent from said curve North 62°48'02" East 171.80 feet to the beginning of a tangent curve concave southerly and having a radius of 200.00 feet;

thence along said curve easterly 187.50 feet through a central angle of 53°42'56" to a point of reverse curvature with a curve concave northerly and having a radius of 300.00 feet, a radial line of said curve from said point bears North 26°30'58" East;

thence along said curve easterly 347.88 feet through central angle of 66°26'23" to a point of reverse curvature with a curve concave southerly and having a radius of 200.00 feet, a radial line of said curve from said point bears South 39°55'25" East;

thence along said curve easterly 286.44 feet through central angle of 82°03'35";

thence tangent from said curve South 47°51'50" East 99.90 feet to the beginning of a tangent curve concave southwesterly and having a radius of 150.00 feet;

thence along said curve southeasterly 123.67 feet through a central angle of 47°14'25";

thence tangent from said curve South 00°37'25" East 143.04 feet to the beginning of a tangent curve concave northeasterly and having a radius of 150.00 feet;

thence along said curve southeasterly and easterly 275.74 feet through a central angle of 105°19'31";

thence tangent from said curve North 74°03'04" East 259.49 feet to the beginning of a tangent curve concave southerly and having a radius of 500.00 feet;

thence along said curve easterly 169.12 feet through a central angle of 19°22'47";

thence tangent from said curve South 86°34'09" East 184.97 feet to the beginning of a tangent curve concave northwesterly and having a radius of 150.00 feet;

thence along said curve easterly and northeasterly 202.56 feet through a central angle of 77°22'14";

thence tangent from said curve North 16°03'37" East 219.94 feet to the beginning of a tangent curve concave southeasterly and having a radius of 150.00 feet;

thence along said curve northerly and easterly 258.27 feet through a central angle of 98°39'05";

thence tangent from said curve South 65°17'18" East 191.94 feet to the beginning of a tangent curve concave northwesterly and having a radius of 150.00 feet;

thence along said curve easterly and northeasterly 274.76 feet through a central angle of 104°57'01";

thence tangent from said curve North 09°45'41" East 215.00 feet to the beginning of a tangent curve concave southeasterly and having a radius of 150.00 feet;

thence along said curve northerly and easterly 252.23 feet through a central angle of 96°20'43";

thence tangent from said curve South 73°53'36" East 438.25 feet to the beginning of a tangent curve concave southwesterly and having a radius of 600.00 feet;

thence along said curve easterly 66.82 feet through a central angle of 06°22'51";

thence tangent from said curve South 67°30'45" East 313.64 feet to the southeasterly corner of said Parcel "H" and the **POINT OF TERMINATION**.

Said strip of land shall be lengthened or shortened so as to terminate southwesterly in the general southerly lines of said Parcels "A" and "K" and easterly in the easterly lines of said Parcels "H" and "I".

EXCEPTION 2 A strip of land 24.00 feet wide, the centerline of which is described as follows:

BEGINNING at a point on a course shown as "North 67°22'48" East 241.04 feet" in the southerly line of said Parcel "I" distant thereon South 67°22'48" West 75.84 feet from the northeasterly terminus of said course, said point being on a curve concave southwesterly and having a radius of 80.00 feet, a radial line of said curve from said point bears South 80°15'53" West;

thence along said curve northwesterly 64.12 feet through a central angle of 45°55'27" to a point of reverse curvature with a curve concave easterly and having a radius of 50.00 feet, a radial line of said curve from said point bears North 34°20'26" East;

thence along said curve northwesterly and northeasterly 111.90 feet through central angle of 128°13'31" to a point of reverse curvature with a curve concave southwesterly and having a radius of 50.00 feet, a radial line of said curve from said point bears North 17°26'03" West;

thence along said curve northeasterly, northwesterly and southwesterly 170.37 feet through central angle of 195°13'51";

thence tangent from said curve South 57°20'07" West 72.62 feet to the beginning of a tangent curve concave northerly and having a radius of 180.00 feet;

thence along said curve westerly 116.87 feet through a central angle of 37°12'05" to a point hereinafter referred to as **Point "A"**;

thence tangent from said curve North 85°27'48" West 95.88 feet to the beginning of a tangent curve concave northeasterly and having a radius of 180.00 feet;

thence along said curve northwesterly 122.00 feet through a central angle of 38°50'07" to a point of reverse curvature with a curve concave southerly and having a radius of 50.00 feet, a radial line of said curve from said point bears South 43°22'19" West;

thence along said curve westerly 81.95 feet through central angle of 93°54'10" to a point of reverse curvature with a curve concave northerly and having a radius of 125.00 feet, a radial line of said curve from said point bears North 50°31'51" West;

thence along said curve southwesterly and northwesterly 228.75 feet through central angle of 104°51'03";

thence tangent from said curve North 35°40'48" West 46.45 feet to the beginning of a tangent curve concave southeasterly and having a radius of 45.00 feet;

thence along said curve northwesterly and southwesterly 111.38 feet through a central angle of 141°49'10";

thence tangent from said curve South 02°30'02" West 18.59 feet to a point hereinafter referred to as **Point "B"** and the **POINT OF TERMINATION**.

Said strip of land shall be lengthened or shortened so as to terminate southerly in said southerly line of Parcel "I".

EXCEPTION 3 COMMENCING at Point "A" as hereinbefore described in Exception 2;

thence North 04°32'12" East 12.00 feet to the northerly line of said 24.00 foot wide strip of land described in Parcel 2 and the **TRUE POINT OF BEGINNING**, said point being the beginning of a curve therein concave northerly and having a radius of 168.00 feet, a radial line of said curve from said point bears North 04°32'12" East;

thence along said northerly line and curve easterly 10.05 feet through a central angle of 03°25'45" to a point on a non-tangent curve concave northeasterly and having a radius of 7.50 feet, a radial line of said curve from said point bears North 01°06'27" East;

thence along said curve northwesterly 7.05 feet through a central angle of 53°51'46" to a point of reverse curvature with a curve concave southwesterly and having a radius of 16.50 feet, a radial line of said curve from said point bears South 54°58'13" West;

thence along said curve northwesterly 14.52 feet through central angle of 50°26'01";

thence tangent from said curve North 85°27'48" West 133.07 feet to the beginning of a tangent curve concave northeasterly and having a radius of 45.50 feet;

thence along said curve northwesterly 17.55 feet through a central angle of 22°05'59" to a point of cusp with a curve in said northerly line of said 24.00 foot wide strip of land concave northeasterly and having a radius of 168.00 feet, a radial line of said curves from said point bears North 26°38'11" East;

thence along said northerly line and curve easterly 64.80 feet through a central angle of 22°05'59";

thence continuing along said northerly line, tangent from said curve South 85°27'48" East 95.88 feet to the **TRUE POINT OF BEGINNING**.

EXCEPTION 4 BEGINNING at Point "B" as hereinbefore described in Exception 2;

thence North 87°29'58" West 178.39 feet;

thence South 06°37'33" West 117.80 feet;

thence South 48°31'10" East 177.89 feet;

thence North 66°48'05" East 121.56 feet;

thence North 12°59'16" West 183.34 feet to a line bearing South 87°29'58" East from said Point "B";

thence North 87°29'58" West 12.00 feet to the **POINT OF BEGINNING**.

EXCEPTION 5 BEGINNING at the most northerly corner of Parcel "C" of said Lot Line Adjustment No. 00-006;

thence along the northwesterly line of said Parcel "C" South 14°24'45" West 40.00 feet to a point on a non-tangent curve concave southerly and having a radius of 130.00 feet, a radial line of said curve from said point bears South 14°24'45" West;

thence along said curve westerly 32.52 feet through a central angle of 14°19'53";

thence tangent from said curve North 89°55'08" West 85.13 feet to the beginning of a tangent curve concave northerly and having a radius of 320.00 feet;

thence along said curve westerly 8.77 feet through a central angle of 01°34'16" to the point of reverse curvature with a curve concave southerly and having a radius of 103.00 feet, a radial line of said curves from said point bears South 01°39'08" West;

thence along said curve westerly 34.49 feet through a central angle of 19°11'16";

thence tangent from said curve South 72°27'52" West 64.00 feet to the beginning of a tangent curve concave easterly and having a radius of 44.00 feet;

thence along said curve northerly and easterly 136.26 feet through a central angle of 177°26'17" to a point hereinafter referred to as "Point "C";

thence continuing along said curve easterly 31.76 feet through a central angle of 41°21'48"

to the point of reverse curvature with a curve concave northerly and having a radius of 280.00 feet, a radial line of said curve from said point bears North 21°15'57" East;

thence along said curve easterly 103.53 feet through a central angle of 21°11'05";

thence tangent from said curve South 89°55'08" East 85.13 feet to the beginning of a tangent curve concave southerly and having a radius of 170.00 feet;

thence along said curve easterly 42.52 feet through a central angle of 14°19'53" to the **POINT OF BEGINNING.**

EXCEPTION 6 BEGINNING at said Point "C" as hereinbefore described in Exception 5;

thence North 57°51'49" West 321.92 feet;

thence South 33°54'32" West 23.58 feet;

thence North 80°08'52" West 39.86 feet;

thence North 66°52'43" West 23.67 feet;

thence North 56°51'56" West 12.37 feet;

thence South 32°50'28" West 7.80 feet;

thence South 13°19'22" West 16.73 feet;

thence South 04°39'08" West 37.31 feet;

thence South 25°25'13" West 36.18 feet;

thence North 87°46'53" West 22.22 feet;

thence South 02°13'07" West 20.00 feet;

thence South 87°46'53" East 19.08 feet;

thence South 00°06'01" East 30.32 feet;

thence South 11°51'43" East 15.45 feet;

thence South 04°22'25" East 11.37 feet;

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thence South 09°16'41" West 13.53 feet;
thence South 21°15'55" West 20.23 feet;
thence South 34°50'41" West 21.25 feet;
thence South 84°21'55" East 29.59 feet;
thence North 81°54'50" East 31.17 feet;
thence South 30°04'05" East 9.06 feet;
thence South 74°54'38" East 9.19 feet;
thence North 61°52'41" East 35.44 feet;
thence North 80°29'37" East 16.07 feet;
thence North 67°42'48" East 20.97 feet;
thence South 36°52'18" East 10.77 feet;
thence South 17°39'11" East 8.81 feet;
thence South 14°02'35" East 18.40 feet;
thence South 12°35'50" East 24.79 feet;
thence South 01°57'15" West 30.58 feet;
thence South 10°20'15" East 38.87 feet;
thence South 64°05'09" East 67.69 feet;
thence North 83°06'48" East 51.10 feet;
thence North 39°08'09" East 128.66 feet;
thence North 07°14'01" East 77.95 feet;

thence South 57°51'49" East 23.04 feet to a point on a non-tangent curve concave southeasterly and having a radius of 44.00 feet, a radial line of said curve from said point bears South 48°46'44" East;

thence along said curve easterly 22.03 feet through a central angle of 28°40'57" to the **POINT OF BEGINNING**.

EXCEPTION 7 **BEGINNING** at an angle point in the easterly line of said Parcel "H", said angle point being the southerly terminus of a course shown as "South 05°32'57" East 196.52 feet" on said Lot Line Adjustment No. 00-006;

thence along said easterly line through the following courses: South 46°42'31" East 40.00 feet;

thence South 11°02'28" West 64.68 feet;

thence South 13°10'59" West 14.30 feet to a point on a non-tangent curve concave northeasterly and having a radius of 100.00 feet, a radial line of said curve from said point bears North 03°12'16" West;

thence leaving said easterly line, along said curve northwesterly and northerly 192.42 feet through a central angle of 110°15'01";

thence non-tangent from said curve North 80°10'01" East 85.21 feet to said easterly line;

thence along said easterly line South 05°32'57" East 39.06 feet to the **POINT OF BEGINNING**.

EXCEPTION 8 **BEGINNING** at the most southerly corner of said Parcel 18 of Parcel Map No. 17508;

thence along the westerly line of said Parcel 18 North 21°28'52" West 1275.90 feet to an angle point therein;

thence continuing along said westerly line North 48°14'06" East 291.57 feet to a point on a non-tangent curve in the centerline of Evandel Road as shown on said Parcel Map No. 17508, said curve being concave northeasterly and having a radius of 150.00 feet, a radial line of said curve from said point bears North 48°16'03" East;

thence along said centerline through the following courses: along said curve easterly 168.12 feet through a central angle of 64°12'59";

thence tangent from said curve North 74°03'04" East 259.49 feet to the beginning of a tangent curve concave southerly and having a radius of 500.00 feet;

thence along said curve easterly 169.12 feet through a central angle of 19°22'47";

thence tangent from said curve South 86°34'09" East 184.97 feet to the beginning of a tangent curve concave northerly and having a radius of 150.00 feet;

thence along said curve easterly 35.11 feet through a central angle of 13°24'43" to the easterly line of said Parcel 18;

thence leaving said centerline, along said easterly line and radially from said curve South 09°58'52" East 243.63 feet to an angle point therein;

thence continuing along said easterly line South 19°54'29" West 1126.21 feet;

thence continuing along said easterly line South 59°06'02" West 231.41 feet to the **POINT OF BEGINNING**.

CONTAINING: 170.61 Acres, more or less.

PARCEL "B" That certain parcel of land situated in the City of Murrieta, County of Riverside, State of California, being those portions of Parcels 2 through 8 and Lots "O" and "P" of Parcel Map No. 19249 as shown on a map thereof filed in Book 120, Pages 87 through 90 of Parcel Maps in the Office of the County Recorder of said Riverside County, included within the following described parcel of land:

BEGINNING at the northeasterly corner of said Parcel 2;

thence along the boundary line of said Parcel Map No. 19249 through the following courses: South 05°23'07" West 1317.90 feet;

thence North 89°31'06" West 674.15 feet;

thence South 06°36'59" West 659.94 feet;

thence North 89°29'34" West 688.50 feet;

thence South 07°49'57" West 660.65 feet;

thence North 89°30'01" West 655.07 feet;

thence South 00°12'37" East 132.99 feet;

thence North 89°30'01" West 327.80 feet;

thence North 00°06'01" West 132.99 feet;

thence North 89°30'01" West 878.32 feet;

thence leaving said boundary line North 34°29'31" West 64.72 feet;

thence North 01°06'06" East 78.48 feet;

thence North 30°32'09" West 47.55 feet to a point on a non-tangent curve concave westerly and having a radius of 46.00 feet, a radial line of said curve from said point bears North 55°55'52" West;

thence along said curve northerly 72.86 feet through a central angle of 90°45'14";

thence radially from said curve North 33°18'54" East 39.94 feet;

thence North 18°57'30" West 100.37 feet to a point on a non-tangent curve concave northwesterly and having a radius of 328.00 feet, a radial line of said curve from said point bears North 30°57'36" West;

thence along said curve northeasterly 134.38 feet through a central angle of 23°28'24";

thence tangent from said curve North 35°34'00" East 426.20 feet to the beginning of a tangent curve concave southeasterly and having a radius of 522.00 feet;

thence along said curve northeasterly 420.36 feet through a central angle of 46°08'21" to a point of reverse curvature with a curve concave northerly and having a radius of 643.00 feet, a radial line of said curve from said point bears North 08°17'39" West ;

thence along said curve easterly 26.58 feet through a central angle of 02°22'08";

thence non-tangent from said curve South 57°21'53" East 24.77 feet;

thence South 14°39'29" East 40.44 feet to the beginning of a tangent curve concave westerly and having a radius of 276.00 feet;

thence along said curve southerly 247.58 feet through a central angle of 51°23'46";

thence tangent from said curve South 36°44'17" West 10.88 feet;

thence North 66°24'53" West 86.84 feet to the beginning of a tangent curve concave southeasterly and having a radius of 45.00 feet;

thence along said curve westerly and southwesterly 64.06 feet through a central angle of 81°34'07";

thence tangent from said curve South 32°01'00" West 135.42 feet;

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thence South 54°06'07" West 43.11 feet;

thence South 35°29'42" West 39.49 feet;

thence South 09°57'52" West 104.77 feet;

thence South 30°29'31" West 110.62 feet;

thence South 00°00'42" East 35.00 feet;

thence South 22°38'27" East 59.81 feet;

thence South 00°29'59" West 76.53 feet;

thence South 31°13'14" East 118.11 feet;

thence South 89°30'01" East 138.22 feet;

thence North 00°29'59" East 12.00 feet;

thence North 17°15'21" West 65.00 feet;

thence North 26°37'03" East 59.23 feet;

thence South 73°30'30" East 94.85 feet;

thence North 52°57'06" East 104.47 feet;

thence North 20°18'21" East 115.91 feet;

thence North 30°15'40" West 2.00 feet to a point on a non-tangent curve concave northwesterly and having a radius of 41.00 feet, a radial line of said curve from said point bears North 30°15'40" West;

thence along said curve northeasterly 35.67 feet through a central angle of 49°50'52";

thence tangent from said curve North 09°53'28" East 50.00 feet to the beginning of a tangent curve concave southeasterly and having a radius of 107.00 feet;

thence along said curve northerly 41.91 feet through a central angle of 22°26'22" to a point of compound curvature with a curve concave southeasterly and having a radius of 481.00 feet, a radial line of said curves from said point bears South 57°40'10" East;

thence along said curve northeasterly 220.76 feet through a central angle of 26°17'47";

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thence tangent from said curve North 58°37'37" East 34.49 feet to the beginning of a tangent curve concave northwesterly and having a radius of 169.00 feet;

thence along said curve northeasterly 184.90 feet through a central angle of 62°41'05";

thence radially from said curve North 85°56'32" East 26.62 feet;

thence North 36°37'21" East 94.85 feet;

thence North 74°07'44" East 17.25 feet;

thence North 36°37'21" East 49.47 feet;

thence North 71°02'45" East 16.98 feet;

thence North 36°37'21" East 49.47 feet;

thence North 71°53'36" East 16.88 feet;

thence North 36°37'21" East 55.53 feet;

thence North 74°02'15" East 16.54 feet;

thence North 36°37'21" East 58.73 feet;

thence North 72°51'43" East 13.44 feet;

thence North 34°04'24" East 65.23 feet;

thence North 66°45'40" East 11.14 feet;

thence North 29°02'04" East 55.45 feet;

thence North 53°41'21" West 89.28 feet;

thence North 60°24'34" West 19.51 feet to a point on a non-tangent curve concave northwesterly and having a radius of 578.00 feet, a radial line of said curve from said point bears North 58°55'20" West;

thence along said curve northeasterly 15.00 feet through a central angle of 01°29'14";

thence radially from said curve South 60°24'34" East 111.99 feet;

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thence North 22°54'27" East 64.41 feet;

thence North 53°18'50" East 6.90 feet;

thence North 17°53'18" East 64.20 feet;

thence North 45°56'53" East 6.12 feet;

thence North 13°20'29" East 63.44 feet;

thence North 06°45'58" East 63.24 feet;

thence North 06°58'17" East 74.68 feet to a point on a non-tangent curve concave northwesterly and having a radius of 521.00 feet, a radial line of said curve from said point bears North 06°06'18" West;

thence along said curve easterly 175.47 feet through a central angle of 19°17'48" to a point of compound curvature with a curve concave northwesterly and having a radius of 1021.00 feet, a radial line of said curves from said point bears North 25°24'06" West;

thence along said curve northeasterly 614.79 feet through a central angle of 34°30'01";

thence non-tangent from said curve South 72°46'50" East 103.28 feet;

thence South 85°43'29" East 76.41 feet;

thence South 89°01'20" East 342.60 feet;

thence South 60°57'24" East 62.33 feet;

thence South 89°01'20" East 55.00 feet;

thence North 13°43'37" East 93.26 feet to a point on a non-tangent curve concave northwesterly and having a radius of 46.00 feet, a radial line of said curve from said point bears North 13°33'38" West;

thence along said curve northeasterly 63.56 feet through a central angle of 79°09'59";

thence non-tangent from said curve North 31°47'00" East 88.80 feet;

thence North 37°24'05" East 52.31 feet;

thence North 07°53'30" West 75.21 feet;

thence North 21°05'38" East 44.71 feet;

thence North 00°58'40" East 91.46 feet to a point on a non-tangent curve concave westerly and having a radius of 46.00 feet, a radial line of said curve from said point bears North 40°59'08" West;

thence along said curve northerly 77.72 feet through a central angle of 96°48'25";

thence radially from said curve North 42°12'27" East 8.00 feet;

thence North 00°29'52" East 130.26 feet to the northerly line of said Parcel 2 of Parcel Map No. 19249;

thence along said northerly line South 89°38'31" East 629.26 feet to the **POINT OF BEGINNING**.

EXCEPTING FROM said Parcel "B", the following described Exceptions 9, 10, 11 and 12.

EXCEPTION 9 A portion of an easement for public utility purposes per document recorded November 16, 1962 as Instrument No. 106161 of Official Records in the Office of the County Recorder of said Riverside County, the centerline of which is described as follows: **BEGINNING** at the intersection of the westerly line of the land included in Parcel Map No. 14725 as shown on a map thereof filed in Book 91, Page 42 of Parcel Maps in said Office of the Riverside County Recorder with the centerline of said easement described in Instrument No. 106161 of Official Records;

thence along said centerline North 53°46'48" West 1095.09 feet to the **POINT OF TERMINATION** of said centerline.

EXCEPTION 10 A portion of an easement (10.00 feet wide) for public utility purposes per document recorded December 05, 1980 as Instrument No. 228588 of Official Records in the Office of the County Recorder of said Riverside County, **together** with portions of said Parcels 2 and 3 of Parcel Map No. 19249, included within an easement 10.00 feet wide, the centerline of which is described as follows:

BEGINNING at the intersection of the southerly line of the northwest one-quarter of Section 34, Township 6 South, Range 3 West, SBM with a line parallel with and 5.00 feet westerly from the easterly line of said northwest one-quarter;

thence along said parallel line (being the centerline of said easement described in Instrument No. 228588 of Official Records) North 07°50'40" East 1868.95 feet;

thence leaving said parallel and easement line North 90°00'00" East 691.60 feet;

thence North 57°41'23" East 209.37 feet to an existing power pole in said centerline of said easement described in the document recorded as Instrument No. 228588 of Official Records;

thence along said centerline North 48°28'12" East 481.00 feet to the **POINT OF TERMINATION** of said centerline.

EXCEPTION 11 BEGINNING at a point in the easterly line of said Parcel 2 of Parcel Map No. 19249 distant thereon South 05°23'07" West 213.09 feet from the northeasterly corner of said Parcel 2;

thence along said easterly line South 05°23'07" West 200.77 feet;

thence along a line parallel with the northerly line of said parcel North 89°38'31" West 300.00 feet;

thence along a line parallel with said easterly line North 05°23'07" East 200.77 feet;

thence along a line parallel with the northerly line of said parcel South 89°38'31" East 300.00 feet to the **POINT OF BEGINNING**.

EXCEPTION 12 An easement for public utility purposes per document recorded June 24, 1980 as Instrument No. 115002 of Official Records in the Office of the County Recorder of said Riverside County.

CONTAINING: 81.44 Acres, more or less.

PARCEL "C" That certain parcel of land situated in the City of Murrieta, County of Riverside, State of California, being those portions of Parcels 5, 8 and 9 and Lots "D", "E", "F", "O" and "P" of Parcel Map No. 19249 as shown on a map thereof filed in Book 120, Pages 87 through 90 of Parcel Maps in the Office of the County Recorder of said Riverside County, included within the following described parcel of land:

COMMENCING at Point "E" as hereinbefore described in Parcel "B";

thence North 21°07'09" East 56.00 feet to the **TRUE POINT OF BEGINNING**;

thence North 68°18'30" West 24.89 feet;

thence North 25°22'50" West 23.09 feet to the beginning of a tangent curve concave easterly and

having a radius of 102.00 feet;

thence along said curve northerly 16.20 feet through a central angle of 09°06'08";

thence tangent from said curve North 16°16'42" West 50.00 feet to the beginning of a tangent curve concave southwesterly and having a radius of 64.00 feet;

thence along said curve northwesterly 26.75 feet through a central angle of 23°57'05"

thence non-tangent from said curve North 30°49'02" East 50.54 feet;

thence North 10°37'54" West 285.08 feet to a point on a non-tangent curve concave southerly and having a radius of 272.00 feet, a radial line of said curve from said point bears South 14°40'29" East;

thence along said curve easterly 117.34 feet through a central angle of 24°43'01" a point hereinafter referred to as **Point "F"**;

thence tangent from said curve South 79°57'28" East 90.63 feet;

thence South 10°37'54" East 390.85 feet to a point on a non-tangent curve concave northerly and having a radius of 587.00 feet, a radial line of said curve from said point bears North 14°20'36" West;

thence along said curve westerly 61.97 feet through a central angle of 06°02'57" to a point of reverse curvature with a curve concave southerly and having a radius of 578.00 feet, a radial line of said curve from said point bears South 08°17'39" East;

thence along said curve westerly 129.38 feet through central angle of 12°49'30" to the **TRUE POINT OF BEGINNING**.

CONTAINING: 2.03 Acres, more or less.

PARCEL "D" That certain parcel of land situated in the City of Murrieta, County of Riverside, State of California, being that portion of Parcel 9 of Parcel Map No. 19249 as shown on a map thereof filed in Book 120, Pages 87 through 90 of Parcel Maps in the Office of the County Recorder of said Riverside County, included within the following described parcel of land:

COMMENCING at **Point "F"** as hereinbefore described in Parcel "C";

thence North 10°02'32" East 56.00 feet to a point on a non-tangent curve concave southerly and having a radius of 328.00 feet, a radial line of said curve from said point bears South 10°02'32" West, said point being the **TRUE POINT OF BEGINNING**;

thence along said curve westerly 137.54 feet through a central angle of 24°01'33";

thence non-tangent from said curve North 10°37'54" West 101.25 feet;

thence North 22°44'08" West 65.02 feet;

thence North 25°14'20" West 101.68 feet;

thence North 77°27'13" West 12.12 feet;

thence North 82°50'25" East 216.21 feet to a point on a non-tangent curve concave northeasterly and having a radius of 46.00 feet, a radial line of said curve from said point bears North 70°15'49" East;

thence along said curve southeasterly 48.01 feet through a central angle of 59°48'02";

thence radially from said curve South 10°27'47" West 27.07 feet;

thence South 22°53'03" East 72.95 feet;

thence South 10°37'54" East 167.81 feet;

thence North 79°57'28" West 69.50 feet

CONTAINING: 1.29 Acres, more or less.

PARCEL "E" That certain parcel of land situated in the City of Murrieta, County of Riverside, State of California, being those portions of Parcel 9 and Lot "A" of Parcel Map No. 19249 as shown on a map thereof filed in Book 120, Pages 87 through 90 of Parcel Maps, together with those portions of Parcels 3 and 4 and Lot "C" and "D" of Parcel Map No. 16669 as shown on a map thereof filed in Book 105, Page 66 of Parcel Maps, both in the Office of the County recorder of said Riverside County, included within the following described parcel of land:

COMMENCING at the Northwestern Corner of Section 34, T.6 S, R.3 W., SBM;

thence along the northerly line of said Section 34 South 88°44'15" East 886.92 feet;

thence South 05°02'57" West 46.84 feet;

thence South 31°46'14" West 96.38 feet;

thence South 14°24'56" West 47.83 feet to the beginning of a tangent curve concave easterly and having a radius of 110.00 feet;

thence along said curve southerly 68.60 feet through a central angle of 35°43'58" to an intersection with a non-tangent curve concave southwesterly and having a radius of 134.85 feet, a radial line of said curve from said intersection bears South 39°19'19" West;

thence along said curve southeasterly 55.28 feet through a central angle of 23°29'21";

thence non-tangent from said curve South 29°03'53" East 11.04 feet;

thence South 23°19'58" West 54.61 feet to a point on a non-tangent curve concave easterly and having a radius of 154.00 feet, a radial line of said curve from said point bears South 50°26'40" East;

thence along said curve southerly and southeasterly 237.29 feet through a central angle of 88°17'05";

thence non-tangent from said curve South 70°29'22" East 71.59 feet;

thence South 18°28'01" West 52.38 feet to the easterly most point of the prolongation of the northerly line of said Lot B, said point being the **TRUE POINT OF BEGINNING**;

thence continuing South 18°28'01" West 8.59 feet;

thence South 04°04'54" West 38.91 feet;

thence South 25°14'30" East 121.68 feet;

thence South 82°50'25" West 219.72 feet to a point on a non-tangent curve concave southwesterly and having a radius of 46.00 feet, a radial line of said curve from said point bears South 55°57'40" West;

thence along said curve northwesterly 22.51 feet through a central angle of 28°02'35";

thence radially from said curve North 27°55'05" East 21.95 feet;

thence North 25°14'20" West 81.89 feet;

thence North 36°01'16" West 35.09 feet;

thence North 00°11'00" East 14.11 feet;

thence North 51°24'44" West 31.27 feet;

thence North 89°32'42" West 38.03 feet;

thence South 73°17'44" West 34.84 feet;

thence North 14°14'45" East 30.81;

thence South 88°54'48" East 321.73 feet to the **TRUE POINT OF BEGINNING**;

CONTAINING: 0.94 Acres, more or less.

PARCEL "F" That certain parcel of land situated in the City of Murrieta, County of Riverside, State of California, being that portion of Parcel 7 of Lot Line Adjustment No. 01-017 recorded October 19, 2001 as Instrument No. 2001-509988 of Official Records in the Office of the County Recorder of said Riverside County, included within the following described parcel of land:

BEGINNING at the intersection of the southeasterly line of said Parcel 7 with the northeasterly line of La Estrella Road as shown thereon;

thence along said southeasterly line North 44°49'36" East 1653.09 feet to a point on a non-tangent curve in the southerly line of Tract No. 29640-1 filed in Book 319, Pages 29 through 39 of Maps in said Office of the Riverside County Recorder, said curve being concave northeasterly and having a radius of 163.00 feet, a radial line of said curve from said point bears North 28°24'06" East;

thence along said southerly line through the following courses: along said curve westerly 16.39 feet through a central angle of 05°45'40" to an intersection with a non-tangent curve concave northerly and having a radius of 600.00 feet, a radial line of said curve from said intersection bears North 03°20'49" East;

thence along said curve westerly 33.59 feet through a central angle of 03°12'29" to a point of reverse curvature with a curve concave southerly and having a radius of 750.00 feet, a radial line of said curve from said point bears South 06°33'18" West;

thence along said curve westerly 145.99 feet through central angle of 11°09'09" to a line parallel with and 33.00 feet southeasterly from the centerline of Greer Road as shown on said map of Tract No. 29640-1;

thence leaving said southerly line, along said parallel line through following courses:

Exhibit "A"
Conservation Easement Area

Revised April 9, 2008
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Page 22 of 22

non-tangent from said curve South 68°20'34" West 220.02 feet to the beginning of a tangent curve concave southeasterly and having a radius of 717.00 feet;

thence along said curve southwesterly 318.30 feet through a central angle of 25°26'07";

thence tangent from said curve South 42°54'27" West 1003.93 feet to said northeasterly line of La Estrella Road;

thence leaving said parallel line, along said northeasterly line South 04°28'42" East 29.89 feet to an angle point therein;

thence continuing along said northeasterly line South 47°05'33" East 237.60 feet to the **POINT OF BEGINNING.**

CONTAINING: 9.56 Acres, more or less.

PARCEL "G" That certain parcel of land situated in the City of Murrieta, County of Riverside, State of California, being Lot 71 of Tract No. 29640-10 as shown on a map thereof filed in Book 344, Pages 9 through 17, inclusive, of Maps, in the Office of the County Recorder of said Riverside County.

CONTAINING: 2.11 Acres, more or less.

SUBJECT To all covenants, rights, rights-of-way and easements of record.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This description was prepared by me or under my direction.

 4/10/2008

Thomas E. Verloop, P.L.S. 5348
My license expires 12/31/09.

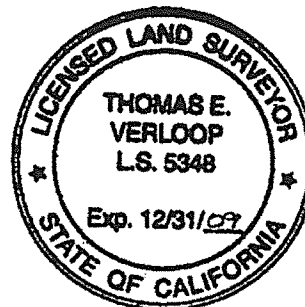
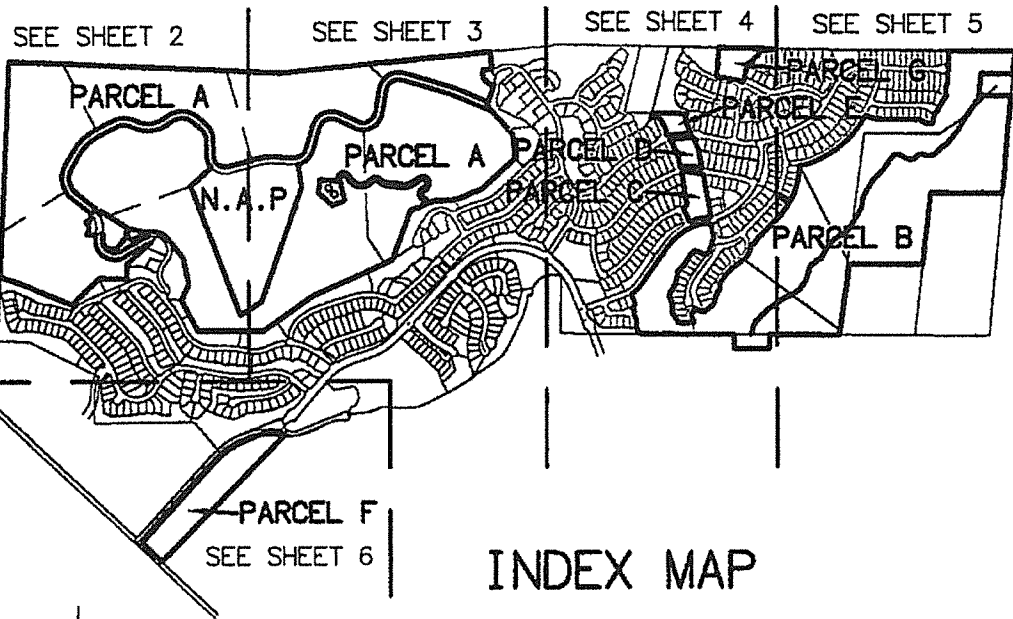


Exhibit B

Map of Property

[See Attached]



INDEX MAP

EXHIBIT "B"

CONSERVATION
EASEMENT AREA

SHEET 1 OF 14 SHEETS

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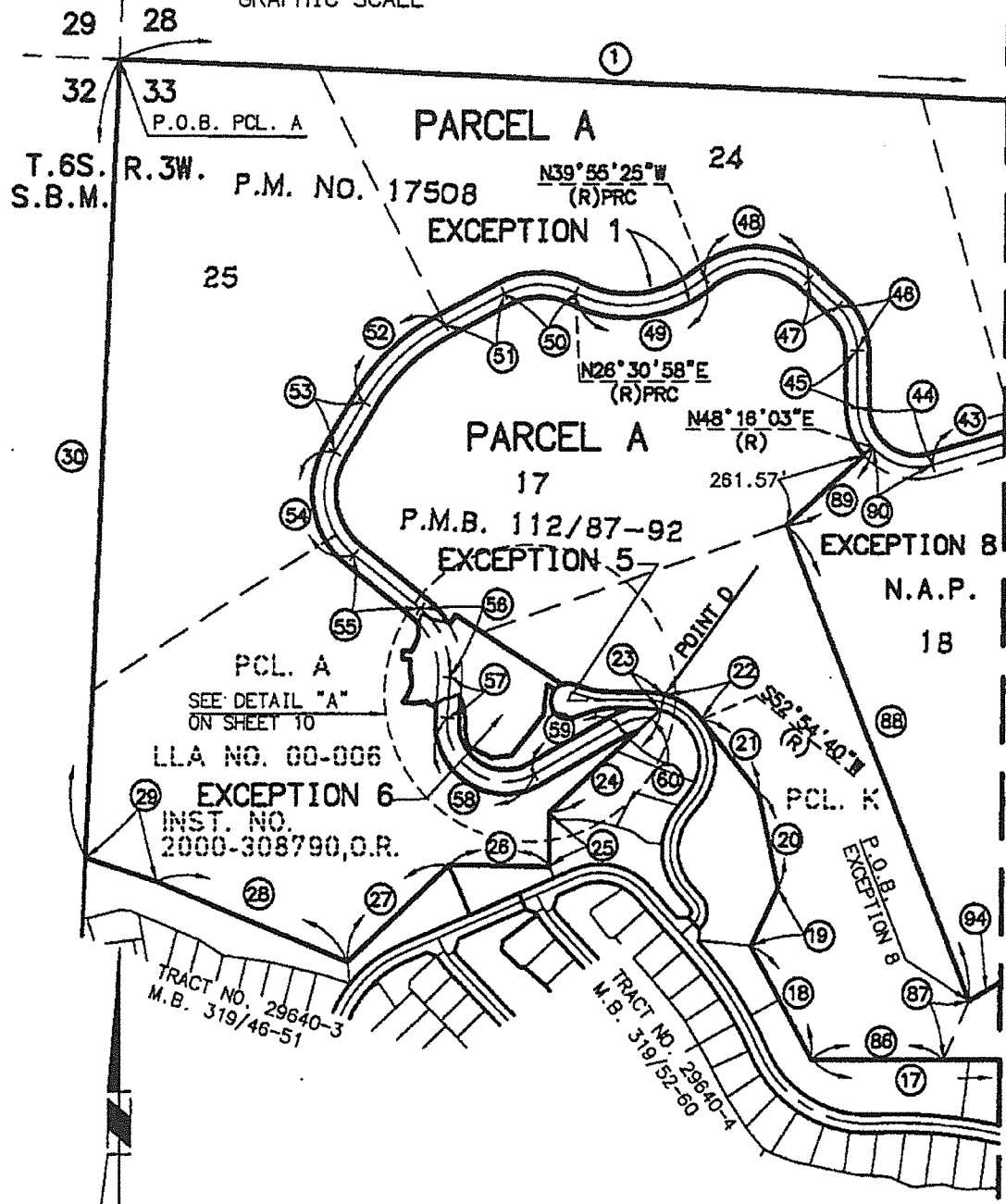
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GRAPHIC SCALE



MARCH LINE SEE SHEET 3

EXHIBIT "B"

CONSERVATION EASEMENT AREA

SHEET 2 OF 14 SHEETS

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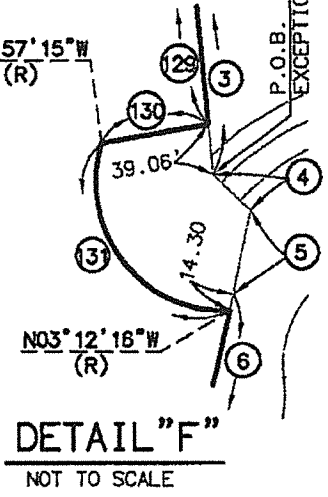
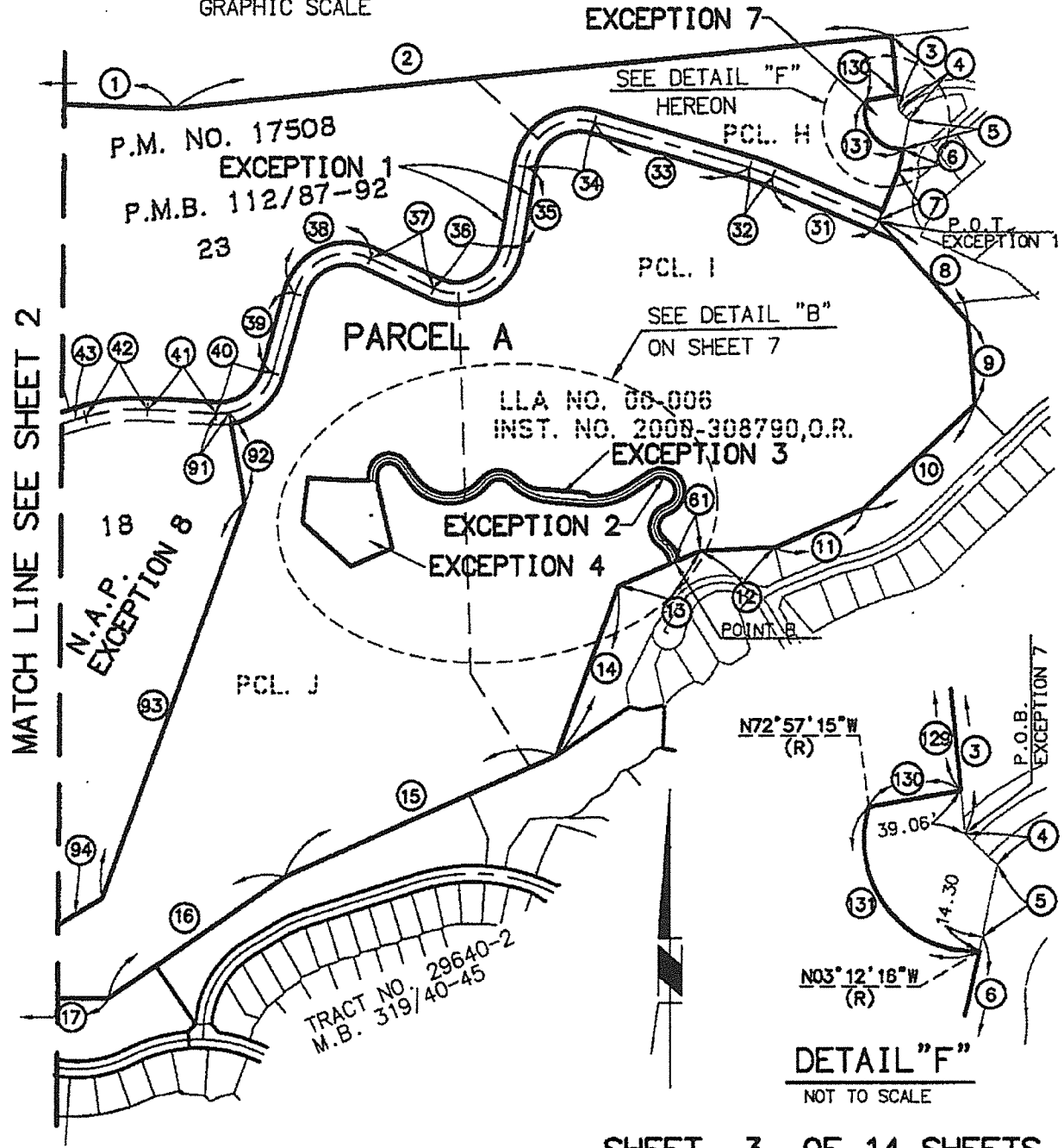
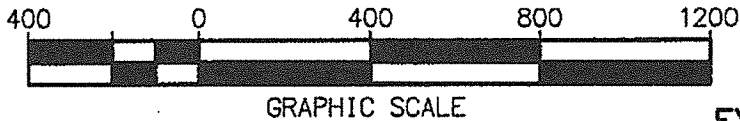


EXHIBIT "B"

CONSERVATION
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SHEET 3 OF 14 SHEETS



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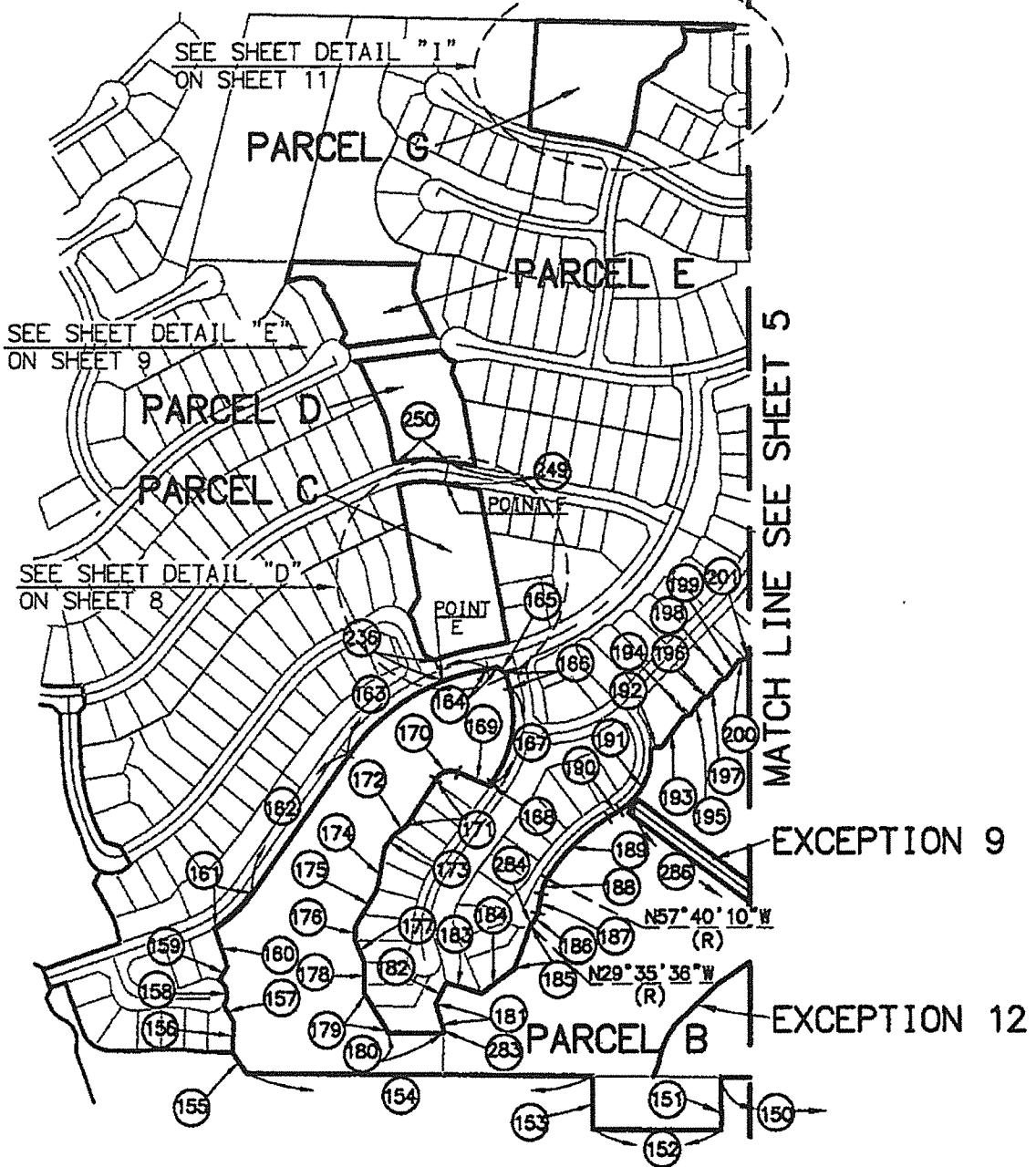


EXHIBIT "B"

CONSERVATION
EASEMENT AREA

SHEET 4 OF 14 SHEETS

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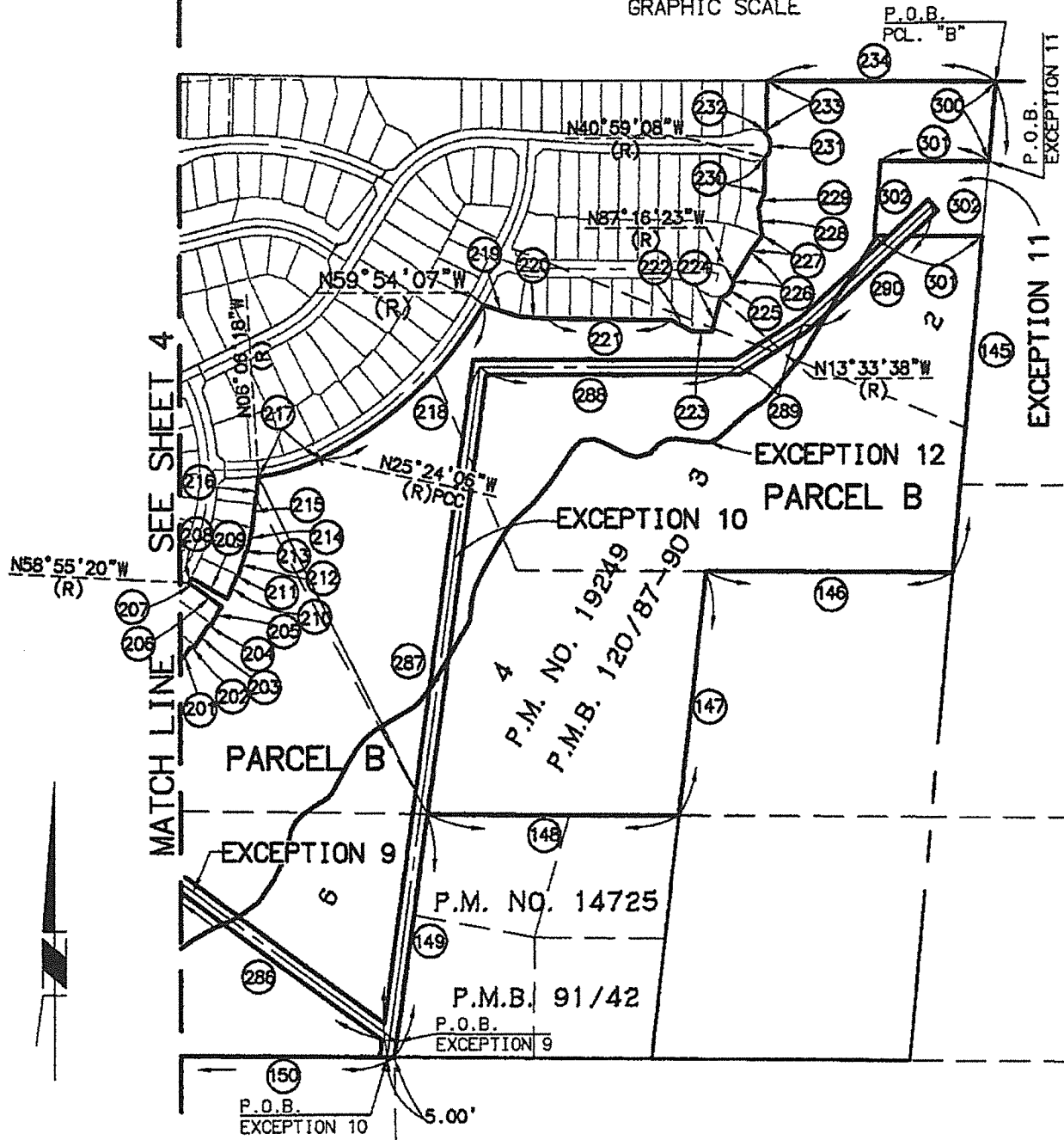


EXHIBIT "B"

CONSERVATION
EASEMENT AREA

SHEET 5 OF 14 SHEETS

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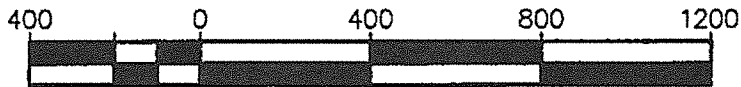
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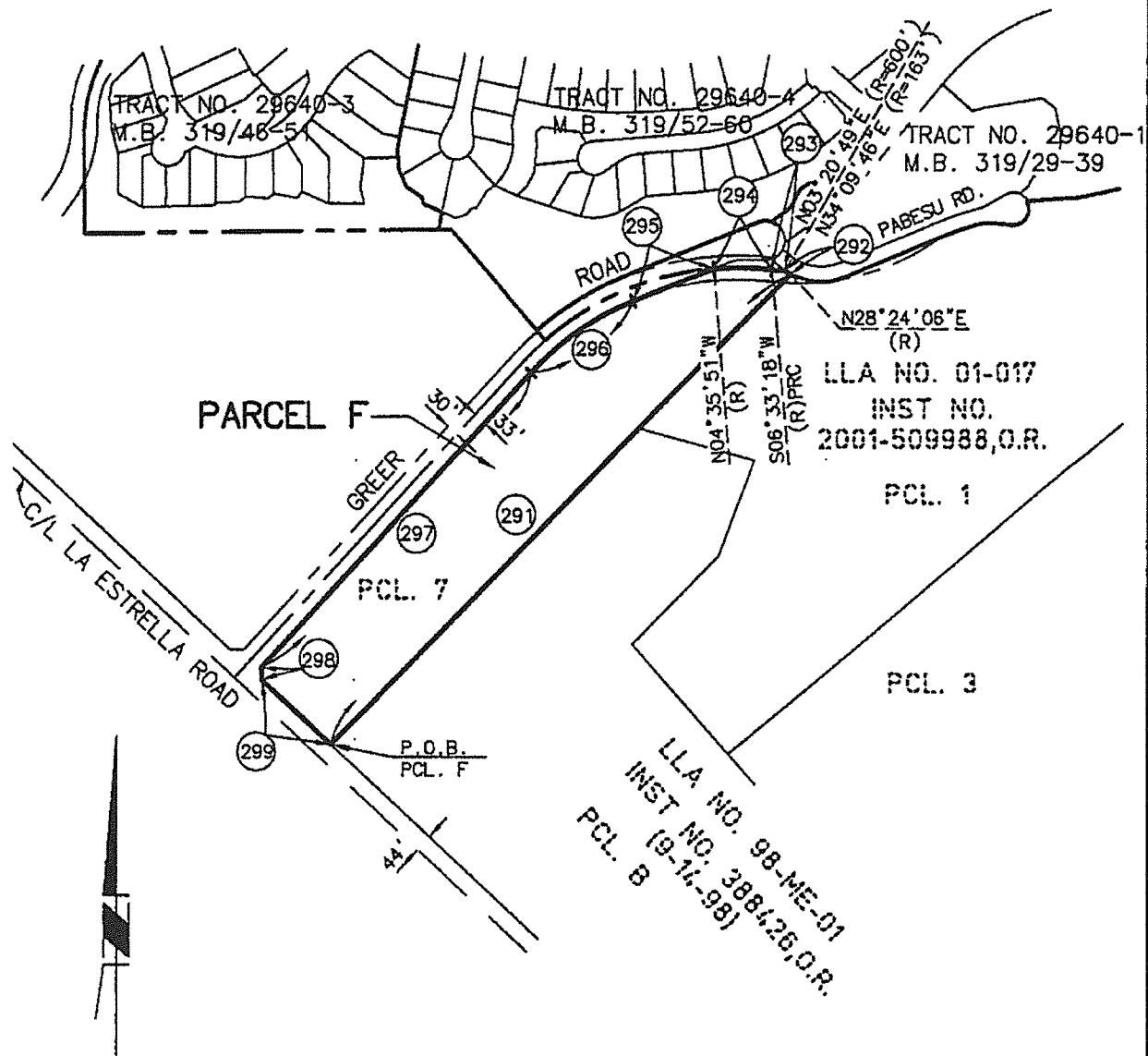


EXHIBIT "B"

CONSERVATION
EASEMENT AREA

SHEET 6 OF 14 SHEETS

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DETAIL "D"

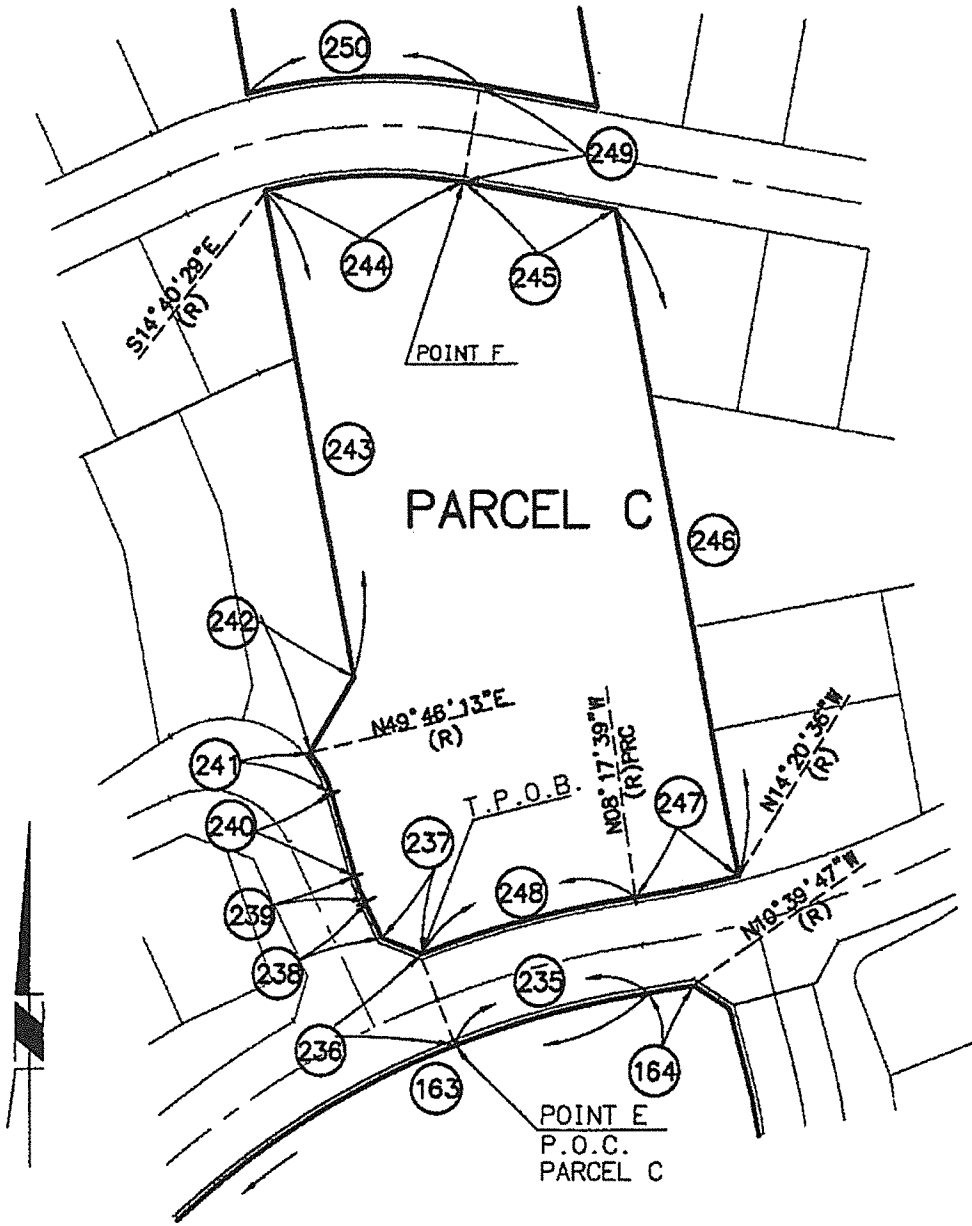


EXHIBIT "B"

CONSERVATION
EASEMENT AREA

SHEET 8 OF 14 SHEETS
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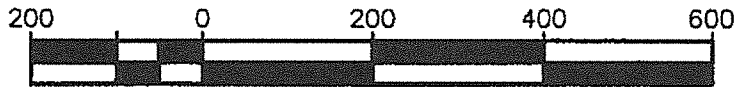
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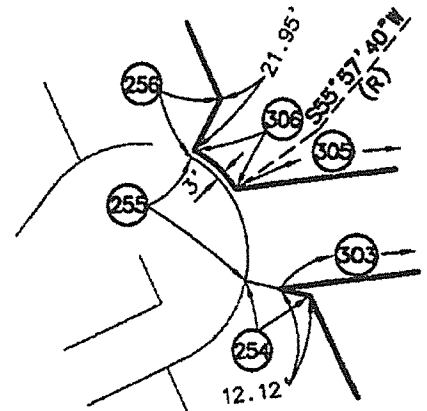
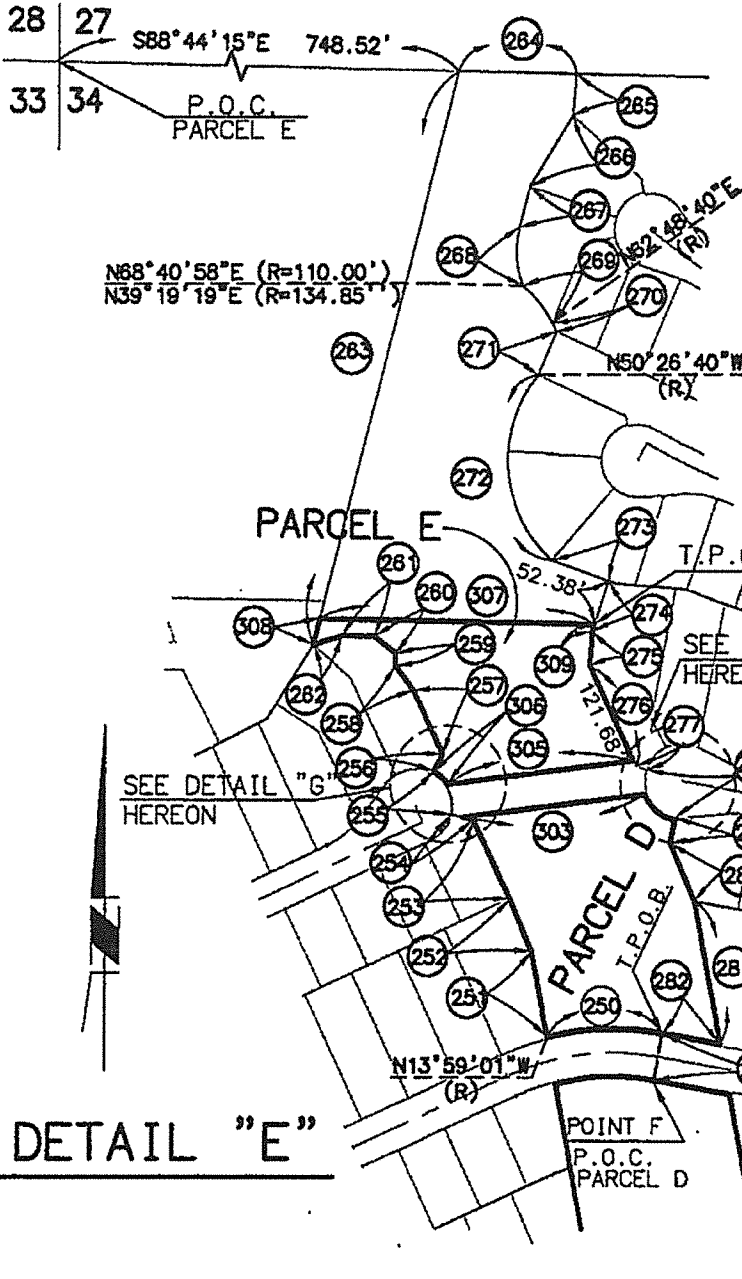
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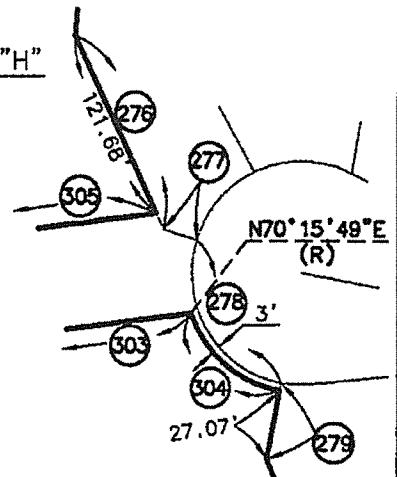
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DETAIL "G"
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DETAIL "H"
NOT TO SCALE

DETAIL "E"

EXHIBIT "B"

CONSERVATION
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SHEET 9 OF 14 SHEETS
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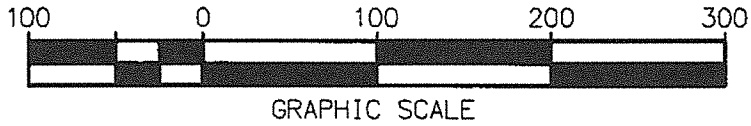
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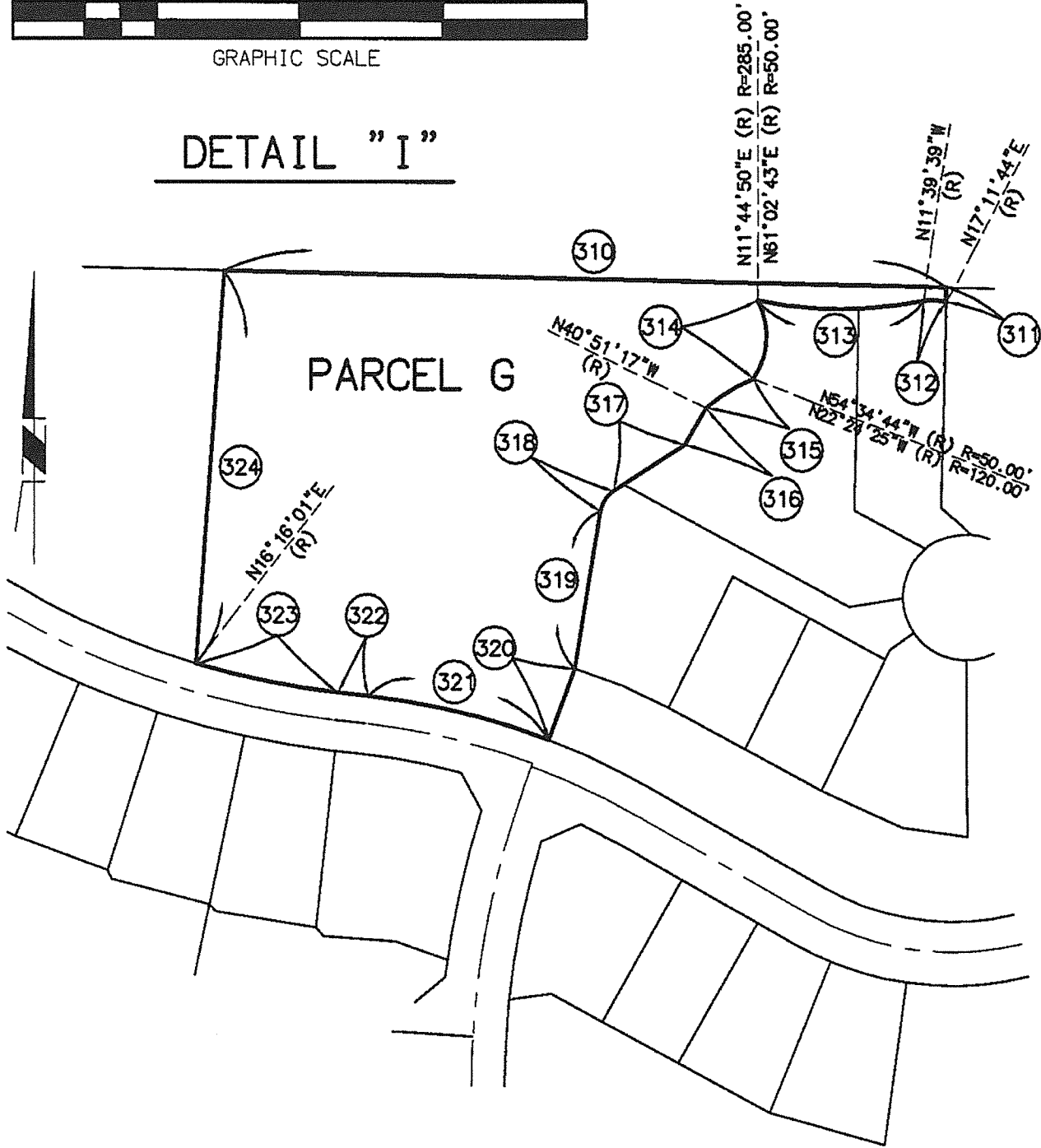


EXHIBIT "B"

CONSERVATION
EASEMENT AREA

SHEET 11 OF 14 SHEETS

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15100251-M41

DATA TABLE

(NO)	BRNG/DELTA	RADIUS	LENGTH
1	S87°29'05"E	--	2551.63'
2	N84°27'03"E	--	1965.89'
3	S05°32'57"E	--	196.52'
4	S46°42'31"E	--	40.00'
5	S11°02'28"W	--	64.68'
6	S13°10'59"W	--	72.75'
7	S22°14'02"W	--	144.17'
8	S42°16'25"E	--	363.27'
9	S04°45'49"E	--	223.27'
10	S47°43'35"W	--	413.45'
11	S67°04'04"W	--	261.72'
12	S87°23'51"W	--	204.16'
13	S67°22'48"W	--	241.04'
14	S20°10'14"W	--	483.94'
15	S66°22'14"W	--	809.53'
16	S55°29'12"W	--	571.20'
17	N89°57'55"W	--	622.79'
18	N28°18'31"W	--	323.92'
19	N25°05'41"E	--	162.50'
20	N11°55'33"W	--	243.18'
21	N38°28'07"W	--	231.58'
22	38°29'55"	170.00'	114.23'
23	S14°24'45"W	(R)	40.00'
24	S47°47'22"W	--	378.06'
25	S00°00'20"W	--	136.63'
26	N89°08'14"W	--	257.91'
27	S46°21'49"W	--	352.86'
28	N67°13'54"W	--	522.03'
29	N72°00'00"W	--	191.55'
30	N02°20'39"E	--	1983.75'
31	S67°30'45"E	--	313.64'
32	08°22'51"	600.00'	66.82'
33	S73°53'36"E	--	438.25'
34	96°20'43"	150.00'	252.23'
35	N09°45'41"E	--	215.00'
36	104°57'01"	150.00'	274.76'
37	S65°17'18"E	--	191.94'
38	98°39'05"	150.00'	258.27'
39	N16°03'37"E	--	219.94'
40	77°22'14"	150.00'	202.56'
41	S86°34'09"E	--	184.97'
42	19°22'47"	500.00'	169.12'
43	N74°03'04"E	--	259.49'
44	105°19'31"	150.00'	275.74'
45	S00°37'25"E	--	143.04'
46	47°14'25"	150.00'	123.67'
47	S47°51'50"E	--	99.90'
48	82°03'35"	200.00'	286.44'
49	66°26'23"	300.00'	347.88'
50	53°42'56"	200.00'	187.50'
51	N62°48'02"E	--	171.80'
52	32°36'49"	500.00'	284.61'
53	N30°11'13"E	--	145.00'
54	81°36'16"	200.00'	284.85'

DATA TABLE

(NO)	BRNG/DELTA	RADIUS	LENGTH
55	N51°25'03"W	--	215.00'
56	55°16'52"	200.00'	192.97'
57	N03°51'49"E	--	100.00'
58	123°19'18"	150.00'	322.86'
59	S60°32'31"W	--	247.00'
60	32°48'28"	150.00'	85.89'
61	S67°22'48"W	--	75.84'
62	45°55'27"	80.00'	64.12'
63	128°13'31"	50.00'	111.90'
64	195°13'51"	50.00'	170.37'
65	S57°20'07"W	--	72.62'
66	37°12'05"	180.00'	116.87'
67	N04°32'12"E	--	12.00'
68	03°25'45"	168.00'	10.05'
69	53°51'46"	7.50'	7.05'
70	50°26'01"	16.50'	14.52'
71	N85°27'48"W	--	133.07'
72	22°05'59"	45.50'	17.55'
73	22°05'59"	168.00'	64.80'
74	N85°27'48"W	--	95.88'
75	38°50'07"	180.00'	122.00'
76	93°54'10"	50.00'	81.95'
77	104°51'03"	125.00'	228.75'
78	N35°40'48"W	--	46.45'
79	141°49'10"	45.00'	111.38'
80	S02°30'02"W	--	18.59'
81	N87°29'58"W	--	190.39'
82	S06°37'33"W	--	117.80'
83	S48°31'10"E	--	177.89'
84	N66°48'05"E	--	121.56'
85	N12°59'16"W	--	183.34'
86	N89°57'55"W	--	336.38'
87	N23°57'48"E	--	161.94'
88	N21°28'52"W	--	1275.90'
89	N48°14'06"E	--	291.57'
90	64°12'59"	150.00'	168.12'
91	13°24'43"	150.00'	35.11'
92	N09°58'52"W	(R)	243.63'
93	S19°54'29"W	--	1126.21'
94	S59°06'02"W	--	231.41'
95	14°19'53"	170.00'	42.52'
96	N89°55'08"W	--	85.13'
97	21°11'05"	280.00'	103.53'
98	41°21'48"	44.00'	31.76'
99	N57°51'49"W	--	321.92'
100	S33°54'32"W	--	23.58'
101	N80°08'52"W	--	39.86'
102	N66°52'43"W	--	23.67'
103	N56°51'56"W	--	12.37'
104	S32°50'28"W	--	7.80'
105	S13°19'22"W	--	16.73'
106	S04°39'08"W	--	37.31'
107	S25°25'13"W	--	36.18'
108	N87°46'53"W	--	22.22'

EXHIBIT "B"

CONSERVATION
EASEMENT AREA



SHEET 12 OF 14 SHEETS
PLANNING ■ DESIGN ■ CONSTRUCTION

40810 COUNTY CENTER DRIVE, SUITE 100
TEMECULA, CALIFORNIA 92591-6022
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JOB NO.
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DATA TABLE

(NO)	BRNG/DELTA	RADIUS	LENGTH
109	S02°13'07"W	--	20.00'
110	S87°46'53"E	--	19.08'
111	S00°06'01"E	--	30.32'
112	S11°51'43"E	--	15.45'
113	S04°22'25"E	--	11.37'
114	S09°16'41"W	--	13.53'
115	S21°15'55"W	--	20.23'
116	S34°50'41"W	--	21.25'
117	S84°21'55"E	--	29.59'
118	N81°54'50"E	--	31.17'
119	S30°04'05"E	--	9.06'
120	S74°54'38"E	--	9.19'
121	N61°52'41"E	--	35.44'
122	N80°29'37"E	--	16.07'
123	N67°42'48"E	--	20.97'
124	S36°52'18"E	--	10.77'
125	S17°39'11"E	--	8.81'
126	S14°02'35"E	--	18.40'
127	S12°35'50"E	--	24.79'
128	28°40'53"	44.00'	22.03'
129	N05°32'57"W	--	157.46'
130	N80°10'01"E	--	85.21'
131	110°15'01"	100.00'	192.42'
132	S01°57'15"W	--	30.58'
133	S10°20'15"E	--	38.87'
134	S64°05'09"E	--	67.69'
135	N83°06'48"E	--	51.10'
136	N39°08'09"E	--	128.66'
137	N07°14'01"E	--	77.95'
138	S57°51'49"E	--	23.04'
139	218°48'05"	44.00'	168.03'
140	N72°27'52"E	--	64.00'
141	19°11'16"	103.00'	34.49'
142	01°34'16"	320.00'	8.77'
143	177°26'17"	44.00'	136.26'
144	14°19'53"	130.00'	32.52'
145	S05°23'07"W	--	1317.90'
146	N89°31'06"W	--	674.15'
147	S06°36'59"W	--	659.94'
148	N89°29'34"W	--	688.50'
149	S07°49'57"W	--	660.65'
150	N89°30'01"W	--	655.07'
151	S00°12'37"E	--	132.99'
152	N89°30'01"W	--	327.80'
153	N00°06'01"W	--	132.99'
154	N89°30'01"W	--	878.33'
155	N34°29'31"W	--	64.72'
156	N01°06'06"E	--	78.48'
157	N30°32'09"W	--	47.55'
158	90°45'14"	46.00'	72.86'
159	N33°18'54"E	(R)	39.94'
160	N18°57'30"W	--	100.37'
161	23°28'24"	328.00'	134.38'
162	N35°34'00"E	--	426.20'

DATA TABLE

(NO)	BRNG/DELTA	RADIUS	LENGTH
163	46°08'21"	522.00'	420.36'
164	02°22'08"	643.00'	26.58'
165	S57°21'53"E	--	24.77'
166	S14°39'29"E	--	40.44'
167	51°23'46"	276.00'	247.58'
168	S36°44'17"W	--	10.88'
169	N66°24'53"W	--	86.84'
170	81°34'07"	45.00'	64.06'
171	S32°01'00"W	--	135.42'
172	S54°06'07"W	--	43.11'
173	S35°29'42"W	--	39.49'
174	S09°57'52"W	--	104.77'
175	S30°29'31"W	--	110.62'
176	S00°00'42"E	--	35.00'
177	S22°38'27"E	--	59.81'
178	S00°29'59"W	--	76.53'
179	S31°13'14"E	--	118.11'
180	S89°30'01"E	--	138.22'
181	N17°15'21"W	--	65.00'
182	N26°37'03"E	--	59.23'
183	S73°30'30"E	--	94.85'
184	N52°57'06"E	--	104.47'
185	N20°18'21"E	--	115.91'
186	49°50'52"	41.00'	35.67'
187	N09°53'28"E	--	50.00'
188	22°26'22"	107.00'	41.91'
189	26°17'47"	481.00'	220.76'
190	N58°37'37"E	--	34.49'
191	62°41'05"	169.00'	184.90'
192	N85°56'32"E	(R)	26.62'
193	N36°37'21"E	--	94.85'
194	N74°07'44"E	--	17.25'
195	N36°37'21"E	--	49.47'
196	N71°02'45"E	--	16.98'
197	N36°37'21"E	--	49.47'
198	N71°53'36"E	--	16.88'
199	N36°37'21"E	--	55.53'
200	N74°02'15"E	--	16.54'
201	N36°37'21"E	--	58.73'
202	N72°51'43"E	--	13.44'
203	N34°04'24"E	--	65.23'
204	N66°45'40"E	--	11.14'
205	N29°02'04"E	--	55.45'
206	N53°41'21"W	--	89.28'
207	N60°24'34"W	--	19.51'
208	01°29'14"	578.00'	15.00'
209	S60°24'34"E	(R)	111.99'
210	N22°54'27"E	--	64.41'
211	N53°18'50"E	--	6.90'
212	N17°53'18"E	--	64.20'
213	N45°56'53"E	--	6.12'
214	N13°20'29"E	--	63.44'
215	N06°45'58"E	--	63.24'
216	N06°58'17"E	--	74.68'

EXHIBIT "B"
 CONSERVATION
 EASEMENT AREA



SHEET 13 OF 14 SHEETS
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DATA TABLE

(NO)	BRNG/DELTA	RADIUS	LENGTH
217	19°17'48"	521.00'	175.47'
218	34°30'01"	1021.00'	614.79'
219	S72°46'50"E	--	103.28'
220	S85°43'29"E	--	76.41'
221	S89°01'20"E	--	342.60'
222	S60°57'24"E	--	62.33'
223	S89°01'20"E	--	55.00'
224	N13°43'37"E	--	93.26'
225	79°09'59"	46.00'	63.56'
226	N31°47'00"E	--	88.80'
227	N37°24'05"E	--	52.31'
228	N07°53'30"W	--	75.21'
229	N21°05'38"E	--	44.71'
230	N00°58'40"E	--	91.46'
231	96°48'25"	46.00'	77.72'
232	N42°12'27"E	(R)	8.00'
233	N00°29'52"E	--	130.26'
234	S89°38'31"E	--	629.26'
235	12°49'30"	522.00'	116.84'
236	N21°07'09"W	(R)	56.00'
237	N68°18'30"W	--	24.89'
238	N25°22'50"W	--	23.09'
239	09°06'08"	102.00'	16.20'
240	N16°16'42"W	--	50.00'
241	23°57'05"	64.00'	26.75'
242	N30°49'02"E	--	50.54'
243	N10°37'54"W	--	285.08'
244	24°43'01"	272.00'	117.34'
245	N79°57'28"W	--	90.63'
246	N10°37'54"W	--	390.85'
247	06°02'57"	587.00'	61.97'
248	12°49'30"	578.00'	129.38'
249	N10°02'32"E	--	56.00'
250	24°01'33"	328.00'	137.54'
251	N10°37'54"W	--	101.25'
252	N22°44'08"W	--	65.02'
253	N25°14'20"W	--	101.68'
254	N77°27'13"W	(R)	26.07'
255	74°37'42"	43.00'	56.01'
256	N27°55'05"E	--	24.95'
257	N25°14'20"W	--	81.89'
258	N36°01'16"W	--	35.09'
259	N00°11'00"E	--	14.11'
260	N51°24'44"W	--	31.27'
261	N89°32'42"W	--	38.03'
262	S73°17'44"W	--	34.84'
263	N14°14'45"E	--	679.92'
264	S88°44'15"E	--	138.40'
265	S05°02'57"W	--	46.84'
266	S31°46'14"W	--	96.38'
267	S14°24'56"W	--	47.83'
268	35°43'58"	110.00'	68.60'
269	23°29'21"	134.85'	55.28'
270	S29°03'53"E	--	11.04'

DATA TABLE

(NO)	BRNG/DELTA	RADIUS	LENGTH
271	S23°19'58"W	--	54.61'
272	88°17'05"	154.00'	237.29'
273	S70°29'22"E	--	71.59'
274	S18°28'01"W	--	60.97'
275	S04°04'54"W	--	38.91'
276	S25°14'30"E	--	128.40'
277	N72°42'17"W	(R)	14.00'
278	96°49'56"	43.00'	72.67'
279	N10°27'47"E	(R)	30.07'
280	N22°53'03"W	--	72.95'
281	N10°37'54"W	--	167.81'
282	N79°57'28"W	--	69.50'
283	N00°29'59"E	--	12.00'
284	N30°15'40"W	(R)	2.00'
285	16°44'08"	180.00'	52.58'
286	N53°46'48"W	--	1095.09'
287	N07°50'40"E	--	1868.95'
288	N90°00'00"E	--	691.60'
289	N57°41'23"E	--	209.37'
290	N48°28'12"E	--	481.00'
291	N44°49'36"E	--	1653.09'
292	05°45'40"	183.00'	16.39'
293	03°12'29"	600.00'	33.59'
294	11°09'09"	750.00'	145.99'
295	S68°20'34"W	--	220.02'
296	25°26'07"	717.00'	318.30'
297	S42°54'27"W	--	1003.93'
298	S04°28'42"E	--	29.89'
299	S47°05'33"E	--	237.60'
300	N05°23'07"E	--	213.09'
301	N89°38'31"W	--	300.00'
302	S05°23'07"W	--	200.77'
303	N82°50'25"E	--	216.21'
304	59°48'02"	46.00'	48.01'
305	S82°50'25"W	--	219.72'
306	28°02'35"	46.00'	22.51'
307	N88°54'48"W	--	321.73'
308	N14°14'45"E	--	30.81'
309	N18°28'01"E	--	8.59'
310	N88°44'15"W	--	502.48'
311	N01°15'45"E	--	9.99'
312	28°51'23"	30.00'	15.11'
313	23°24'29"	285.00'	116.44'
314	64°22'33"	50.00'	56.18'
315	18°26'52"	120.00'	38.64'
316	N30°50'16"E	--	29.23'
317	N57°11'31"E	--	59.17'
318	47°57'00"	20.00'	16.74'
319	N09°14'31"E	--	109.28'
320	N20°36'55"E	(R)	52.17'
321	14°16'30"	521.00'	129.80'
322	N83°39'35"W	--	21.20'
323	09°55'36"	581.00'	100.66'
324	N04°06'11"E	--	269.52'

EXHIBIT "B"

CONSERVATION
EASEMENT AREA


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Exhibit C

Mitigation Plan

[See Attached]

COPY

**FINAL MITIGATION PLAN
FOR IMPACTS TO AREAS WITHIN THE JURISDICTION OF
THE UNITED STATES ARMY CORPS OF ENGINEERS
PURSUANT TO SECTION 404 OF THE CLEAN WATER ACT
and
THE CALIFORNIA DEPARTMENT OF FISH AND GAME
PURSUANT TO SECTION 1603 OF THE CALIFORNIA FISH AND GAME CODE**

**GREER RANCH DEVELOPMENT, LA ESTRELLA/NUTMEG STREET EXTENSION,
AND PABESU/GREER ROAD IMPROVEMENT
RIVERSIDE CALIFORNIA**

**SEPTEMBER 22, 1999
[REVISED DECEMBER 7, 1999]
[EXPANDED JULY 19, 2001 TO INCORPORATE ROADWAY EXPANSION]
[REVISED NOVEMBER 2001]
[REVISED September 5, 2002]**

Prepared for:

**Lennar Homes
6529 Riverside Avenue, Suite 133
Riverside, California 92506
Steve Lloyd
Telephone: (909) 774-0789**

Prepared by:

**Glenn Lukos Associates, Inc.
23712 Birtcher Drive
Lake Forest, California 92630-1782
Contact: Tony Bomkamp or Martin Rasnick
Telephone (949) 837-0404**

SUMMARY

This mitigation plan describes the proposed mitigation for impacts to ephemeral drainages and limited riparian habitat related to the development of 555 acres within the Greer Ranch as well as for impacts associated with the Nutmeg Street/La Estrella Road extension on the adjacent Blackmore property, and for widening of Pabesu Road (future Greer Road) in the City of Murrieta, Riverside County, California [Exhibit 1].

The Greer Ranch Specific Plan is a master planned residential development providing single family residential uses, parks, and open space. The proposed project provides for a total of 597 single-family detached dwelling units, on approximately 333 acres of the 555-acre site. Additional uses include open space, parks, mitigation areas, and roadways totaling 222 acres. All preserved drainages on site will be separated from development by a 50-foot buffer that will consist of vegetated buffers (in a few areas) of roadways. Included in the Greer Ranch Specific Plan is the extension of Nutmeg Street (also known as La Estrella Road) and widening of Pabesu Road (which will be renamed as Greer Road).

Impacts to 0.71 acre of Corps jurisdiction and 1.06 acres of CDFG jurisdiction associated with the Greer Ranch Development Project will be compensated by the creation and enhancement of 2.20 acres of riparian scrub and depressional wetland habitat located within various basins within the Greer Ranch Project area.

Impacts to 0.48 acre of Corps jurisdiction and 0.48 of CDFG jurisdiction, of which 0.33 acre consists of vegetated riparian habitat for the road extension project will be mitigated through creation of an additional 1.00 acre of riparian habitat along Drainage O of the Greer Ranch Project area which has been expanded to serve as a wildlife movement corridor.

Preservation and creation of habitat along Drainage O, which is located within the northeastern portion of the site, has been expanded substantially since issuance of the Section 404 permit for the Greer Ranch Development pursuant to discussions with the Regional Water Quality Control Board (RWQCB) and the Endangered Habitats League (EHL). In order to provide for wildlife movement, two road crossings have been eliminated and arched culverts with soft bottoms will replace the proposed pipes that were to conduct flows beneath the roadways. A wildlife corridor, which averages 250 feet in width has been designed and will be planted with emergent wetland, riparian wetland, mule fat scrub and coastal sage scrub habitat to attract birds which would be expected to use the corridor. Also noteworthy is the increase in suitable habitat for amphibians that will result with implementation of the mitigation program due to creation of up to 4.57 acres of depressional wetlands that will pond water for substantial periods of time during the rainy season.

All habitat creation and enhancement areas will be planted with a variety of trees, shrubs, herbs, and grasses native to the project site or adjacent areas and collected from plant propagules located on

site or within the vicinity of the site. All appropriate species of container stock will be inoculated with mycorrhizal fungi prior to delivery to the site.

An experienced habitat restoration specialist will supervise all aspects of the mitigation plan implementation, including installation and maintenance, and will conduct the mitigation monitoring.

Exhibit D

Title Report

[See Attached]



2100 S.E. Main St., Suite 450
Irvine, California 92614
Office Phone: (949)419-9481
Office Fax: (714)667-0338
Email: rdean@nat.com

Updated

Lennar Communities
391 N Main St #301
Corona, CA 92880

Your Ref: Greer Ranch - Conservation Easements
Our Order No.: 7006550

Attention: Randy Schroeder

Dated as of January 19, 2009 at 7:30 A.M.

In response to the above referenced application for a Policy of Title Insurance,

North American Title Company

Hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception 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 A 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 A. 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 A 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.

The form of Policy of title insurance contemplated by this report is:
ALTA Standard Owner Policy - 2006

Randy Dean, Title Officer

IMPORTANT NOTICE

California Assembly Bill 512 ("AB 512") is effective on January 1, 1990. Under AB 512, all title companies may only make funds available for monetary disbursement in accordance with the following rules:

1. Same Day Availability. Disbursement on the date of deposit is allowed only when funds are deposited to NATC in cash or by electronic transfer (wire). Bear in mind that cash will be accepted from customers only under special circumstances as individually approved by management.
2. Next Day Availability. If funds are deposited to NATC by cashier's checks, certified checks, or teller's checks, disbursement may be on the next business day following deposit. A "teller's check" is one drawn by an insured financial institution against another insured financial institution (e.g., a savings and loan funding with a check drawn against an FDIC insured bank).
3. 3-7 Banking Days Availability (Regulation CC). If the deposit is made by checks other than those described in Paragraphs 1 and 2 above, disbursement may occur on the day when funds must be made available to depositors under Federal Reserve Regulation CC. This requires a "hold" on some checks of 2-7 banking days or longer in some instances. Personal checks, private corporation and company checks, and funding checks from mortgage companies that are not teller's checks are among those checks subject to such holds.

(For further details, consult Chapter 598, statutes of 1989.)

Note: The above guidelines are in conformity with those issued by the Department of Insurance for all California Title Insurers.

SCHEDULE A

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

 A fee.

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

 Lennar Green Ranch Venture, LLC, a California Limited Liability Company

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

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

LEGAL DESCRIPTION

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

PARCEL "A":

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING PARCELS 17, 18, 23, 24 AND 25 OF PARCEL MAP NO. 17508 AS SHOWN ON A MAP THEREOF FILED IN BOOK 112, PAGES 87 THROUGH 92 OF PARCEL MAPS AND PARCELS "A", "H", "I", "J" AND "K" OF LOT LINE ADJUSTMENT NO. 00-006 RECORDED AUGUST 9, 2000 AS INSTRUMENT NO. 2000-308790 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, INCLUDED WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT THE NORTHWESTERLY CORNER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SBM AS SHOWN ON SAID PARCEL MAP;

THENCE ALONG THE NORTHERLY LINE OF SAID SECTION SOUTH 87°29'05" EAST 2551.63 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 84°27'03" EAST 1965.89 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL "H";

THENCE ALONG THE BOUNDARY LINES OF SAID PARCELS "H", "I", "J", "K" AND "A" THROUGH THE FOLLOWING COURSES: SOUTH 05°32'57" EAST 196.52 FEET;

THENCE SOUTH 46°42'31" EAST 40.00 FEET;

THENCE SOUTH 11°02'28" WEST 64.68 FEET;

THENCE SOUTH 13°10'59" WEST 72.75 FEET;

THENCE SOUTH 22°14'02" WEST 144.17 FEET;

THENCE SOUTH 42°16'25" EAST 363.27 FEET;

THENCE SOUTH 04°45'49" EAST 223.27 FEET;

THENCE SOUTH 47°43'35" WEST 413.45 FEET;

THENCE SOUTH 67°04'04" WEST 261.72 FEET;

THENCE SOUTH 87°23'51" WEST 204.16 FEET;

THENCE SOUTH 67°22'48" WEST 241.04 FEET;

THENCE SOUTH 20°10'14" WEST 483.94 FEET;

THENCE SOUTH 66°22'14" WEST 809.53 FEET;

THENCE SOUTH 55°29'12" WEST 571.20 FEET;

THENCE NORTH 89°57'55" WEST 622.79 FEET;

THENCE NORTH 28°18'31" WEST 323.92 FEET;

THENCE NORTH 25°05'41" EAST 162.50 FEET;

THENCE NORTH 11°55'33" WEST 243.18 FEET;

THENCE NORTH 38°28'07" WEST 231.58 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 170.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 52°54'40" WEST;

THENCE ALONG SAID CURVE NORTHWESTERLY 114.23 FEET THROUGH A CENTRAL ANGLE OF 38°29'55";

THENCE RADIALLY FROM SAID CURVE SOUTH 14°24'45" WEST 40.00 FEET;

THENCE SOUTH 47°47'22" WEST 378.06 FEET;

THENCE SOUTH 00°00'20" WEST 136.63 FEET;

THENCE NORTH 89°08'14" WEST 257.91 FEET;

THENCE SOUTH 46°21'49" WEST 352.86 FEET;

THENCE NORTH 67°13'54" WEST 522.03 FEET;

THENCE NORTH 72°00'00" WEST 191.55 FEET TO THE WESTERLY LINE OF SAID SECTION 34;

THENCE LEAVING SAID BOUNDARY LINE, ALONG SAID WESTERLY LINE NORTH 02°20'39" EAST 1983.75 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM SAID PARCEL "A", THE FOLLOWING DESCRIBED EXCEPTIONS 1 THROUGH 8.

EXCEPTION 1 A STRIP OF LAND 60.00 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST EASTERLY CORNER OF SAID PARCEL "A" OF LOT LINE ADJUSTMENT NO. 00-006, SAID CORNER BEING THE NORTHEASTERLY TERMINUS OF A COURSE SHOWN AS "NORTH 47°47'22" EAST 348.18 FEET" IN THE SOUTHEASTERLY LINE OF SAID PARCEL "A" AND A POINT ON A CURVE IN THE CENTERLINE OF EVANDEL ROAD AS SHOWN ON SAID PARCEL MAP NO. 17508, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 150.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 03°20'59" WEST;

THENCE ALONG SAID CENTERLINE THROUGH THE FOLLOWING COURSES: ALONG SAID CURVE WESTERLY 85.89 FEET THROUGH A CENTRAL ANGLE OF 32°48'28";

THENCE TANGENT FROM SAID CURVE SOUTH 60°32'31" WEST 247.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 150.00 FEET;

THENCE ALONG SAID CURVE WESTERLY AND NORTHERLY 322.86 FEET THROUGH A CENTRAL ANGLE OF 123°19'18";

THENCE TANGENT FROM SAID CURVE NORTH 03°51'49" EAST 100.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 200.00 FEET;

THENCE ALONG SAID CURVE NORTHWESTERLY 192.97 FEET THROUGH A CENTRAL ANGLE OF 55°16'52";

THENCE TANGENT FROM SAID CURVE NORTH 51°25'03" WEST 215.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 200.00 FEET;

THENCE ALONG SAID CURVE NORTHERLY 284.85 FEET THROUGH A CENTRAL ANGLE OF 81°36'16";

THENCE TANGENT FROM SAID CURVE NORTH 30°11'13" EAST 145.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 500.00 FEET;

THENCE ALONG SAID CURVE NORTHEASTERLY 284.61 FEET THROUGH A CENTRAL ANGLE OF 32°36'49";

THENCE TANGENT FROM SAID CURVE NORTH 62°48'02" EAST 171.80 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 200.00 FEET;

THENCE ALONG SAID CURVE EASTERLY 187.50 FEET THROUGH A CENTRAL ANGLE OF 53°42'56" TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 300.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH 26°30'58" EAST;

THENCE ALONG SAID CURVE EASTERLY 347.88 FEET THROUGH CENTRAL ANGLE OF 66°26'23" TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 200.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 39°55'25" EAST;

THENCE ALONG SAID CURVE EASTERLY 286.44 FEET THROUGH CENTRAL ANGLE OF 82°03'35";

THENCE TANGENT FROM SAID CURVE SOUTH 47°51'50" EAST 99.90 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 150.00 FEET;

THENCE ALONG SAID CURVE SOUTHEASTERLY 123.67 FEET THROUGH A CENTRAL ANGLE OF 47°14'25";

THENCE TANGENT FROM SAID CURVE SOUTH 00°37'25" EAST 143.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 150.00 FEET;

THENCE ALONG SAID CURVE SOUTHEASTERLY AND EASTERLY 275.74 FEET THROUGH A CENTRAL ANGLE OF 105°19'31";

THENCE TANGENT FROM SAID CURVE NORTH 74°03'04" EAST 259.49 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 500.00 FEET;

THENCE ALONG SAID CURVE EASTERLY 169.12 FEET THROUGH A CENTRAL ANGLE OF 19°22'47";

THENCE TANGENT FROM SAID CURVE SOUTH 86°34'09" EAST 184.97 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 150.00 FEET;

THENCE ALONG SAID CURVE EASTERLY AND NORTHEASTERLY 202.56 FEET THROUGH A CENTRAL ANGLE OF 77°22'14";

THENCE TANGENT FROM SAID CURVE NORTH 16°03'37" EAST 219.94 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 150.00 FEET;

THENCE ALONG SAID CURVE NORTHERLY AND EASTERLY 258.27 FEET THROUGH A CENTRAL ANGLE OF 98°39'05";

THENCE TANGENT FROM SAID CURVE SOUTH 65°17'18" EAST 191.94 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 150.00 FEET;

THENCE ALONG SAID CURVE EASTERLY AND NORTHEASTERLY 274.76 FEET THROUGH A CENTRAL ANGLE OF 104°57'01";

THENCE TANGENT FROM SAID CURVE NORTH 09°45'41" EAST 215.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 150.00 FEET;

THENCE ALONG SAID CURVE NORTHERLY AND EASTERLY 252.23 FEET THROUGH A CENTRAL ANGLE OF 96°20'43";

THENCE TANGENT FROM SAID CURVE SOUTH 73°53'36" EAST 438.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 600.00 FEET;

THENCE ALONG SAID CURVE EASTERLY 66.82 FEET THROUGH A CENTRAL ANGLE OF 06°22'51";

THENCE TANGENT FROM SAID CURVE SOUTH 67°30'45" EAST 313.64 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL "H" AND THE POINT OF TERMINATION.

SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE SOUTHWESTERLY IN THE GENERAL SOUTHERLY LINES OF SAID PARCELS "A" AND "K" AND EASTERLY IN THE EASTERLY LINES OF SAID PARCELS "H" AND "I".

EXCEPTION 2 A STRIP OF LAND 24.00 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A COURSE SHOWN AS "NORTH 67°22'48" EAST 241.04 FEET" IN THE SOUTHERLY LINE OF SAID PARCEL "I" DISTANT THEREON SOUTH 67°22'48" WEST 75.84 FEET FROM THE NORTHEASTERLY TERMINUS OF SAID COURSE, SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 80.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 80°15'53" WEST;

THENCE ALONG SAID CURVE NORTHWESTERLY 64.12 FEET THROUGH A CENTRAL ANGLE OF 45°55'27" TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 50.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH 34°20'26" EAST;

THENCE ALONG SAID CURVE NORTHWESTERLY AND NORTHEASTERLY 111.90 FEET THROUGH CENTRAL ANGLE OF 128°13'31" TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH 17°26'03" WEST;

THENCE ALONG SAID CURVE NORTHEASTERLY, NORTHWESTERLY AND SOUTHWESTERLY 170.37 FEET THROUGH CENTRAL ANGLE OF 195°13'51";

THENCE TANGENT FROM SAID CURVE SOUTH 57°20'07" WEST 72.62 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 180.00 FEET;

THENCE ALONG SAID CURVE WESTERLY 116.87 FEET THROUGH A CENTRAL ANGLE OF 37°12'05" TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE TANGENT FROM SAID CURVE NORTH 85°27'48" WEST 95.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 180.00 FEET;

THENCE ALONG SAID CURVE NORTHWESTERLY 122.00 FEET THROUGH A CENTRAL ANGLE OF 38°50'07" TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 50.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 43°22'19" WEST;

THENCE ALONG SAID CURVE WESTERLY 81.95 FEET THROUGH CENTRAL ANGLE OF 93°54'10" TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 125.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH 50°31'51" WEST;

THENCE ALONG SAID CURVE SOUTHWESTERLY AND NORTHWESTERLY 228.75 FEET THROUGH CENTRAL ANGLE OF 104°51'03";

THENCE TANGENT FROM SAID CURVE NORTH 35°40'48" WEST 46.45 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 45.00 FEET;

THENCE ALONG SAID CURVE NORTHWESTERLY AND SOUTHWESTERLY 111.38 FEET THROUGH A CENTRAL ANGLE OF 141°49'10";

THENCE TANGENT FROM SAID CURVE SOUTH 02°30'02" WEST 18.59 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B" AND THE POINT OF TERMINATION.

SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE SOUTHERLY IN SAID SOUTHERLY LINE OF PARCEL "I".

EXCEPTION 3 COMMENCING AT POINT "A" AS HEREINBEFORE DESCRIBED IN EXCEPTION 2;

THENCE NORTH 04°32'12" EAST 12.00 FEET TO THE NORTHERLY LINE OF SAID 24.00 FOOT WIDE STRIP OF LAND DESCRIBED IN PARCEL 2 AND THE TRUE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A CURVE THEREIN CONCAVE NORTHERLY AND HAVING A RADIUS OF 168.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH 04°32'12" EAST;

THENCE ALONG SAID NORTHERLY LINE AND CURVE EASTERLY 10.05 FEET THROUGH A CENTRAL ANGLE OF 03°25'45" TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 7.50 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH 01°06'27" EAST;

THENCE ALONG SAID CURVE NORTHWESTERLY 7.05 FEET THROUGH A CENTRAL ANGLE OF 53°51'46" TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 16.50 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 54°58'13" WEST;

THENCE ALONG SAID CURVE NORTHWESTERLY 14.52 FEET THROUGH CENTRAL ANGLE OF 50°26'01";

THENCE TANGENT FROM SAID CURVE NORTH 85°27'48" WEST 133.07 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 45.50 FEET;

THENCE ALONG SAID CURVE NORTHWESTERLY 17.55 FEET THROUGH A CENTRAL ANGLE OF 22°05'59" TO A POINT OF CUSP WITH A CURVE IN SAID NORTHERLY LINE OF SAID 24.00 FOOT WIDE STRIP OF LAND CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 168.00 FEET, A RADIAL LINE OF SAID CURVES FROM SAID POINT BEARS NORTH 26°38'11" EAST;

THENCE ALONG SAID NORTHERLY LINE AND CURVE EASTERLY 64.80 FEET THROUGH A CENTRAL ANGLE OF 22°05'59";

THENCE CONTINUING ALONG SAID NORTHERLY LINE, TANGENT FROM SAID CURVE SOUTH 85°27'48" EAST 95.88 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTION 4 BEGINNING AT POINT "B" AS HEREINBEFORE DESCRIBED IN EXCEPTION 2;

THENCE NORTH 87°29'58" WEST 178.39 FEET;

THENCE SOUTH 06°37'33" WEST 117.80 FEET;

THENCE SOUTH 48°31'10" EAST 177.89 FEET;

THENCE NORTH 66°48'05" EAST 121.56 FEET;

THENCE NORTH 12°59'16" WEST 183.34 FEET TO A LINE BEARING SOUTH 87°29'58" EAST FROM SAID POINT "B";

THENCE NORTH 87°29'58" WEST 12.00 FEET TO THE POINT OF BEGINNING.

EXCEPTION 5 BEGINNING THE NORTHERLY CORNER OF PARCEL "C" OF SAID LOT LINE ADJUSTMENT NO. 00-006;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL "C" SOUTH 14°24'45" WEST 40.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 130.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 14°24'45" WEST;

THENCE ALONG SAID CURVE WESTERLY 32.52 FEET THROUGH A CENTRAL ANGLE OF 14°19'53";

THENCE TANGENT FROM SAID CURVE NORTH 89°55'08" WEST 85.13 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 320.00 FEET;

THENCE ALONG SAID CURVE WESTERLY 8.77 FEET THROUGH A CENTRAL ANGLE OF 01°34'16" TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 103.00 FEET, A RADIAL LINE OF SAID CURVES FROM SAID POINT BEARS SOUTH 01°39'08" WEST;

THENCE ALONG SAID CURVE WESTERLY 34.49 FEET THROUGH A CENTRAL ANGLE OF 19°11'16";

THENCE TANGENT FROM SAID CURVE SOUTH 72°27'52" WEST 64.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 44.00 FEET;

THENCE ALONG SAID CURVE NORTHERLY AND EASTERLY 136.26 FEET THROUGH A CENTRAL ANGLE OF 177°26'17" TO A POINT HEREINAFTER REFERRED TO AS "POINT "C";

THENCE CONTINUING ALONG SAID CURVE EASTERLY 31.76 FEET THROUGH A CENTRAL ANGLE OF 41°21'48"

TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 280.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH 21°15'57" EAST;

THENCE ALONG SAID CURVE EASTERLY 103.53 FEET THROUGH A CENTRAL ANGLE OF 21°11'05";

THENCE TANGENT FROM SAID CURVE SOUTH 89°55'08" EAST 85.13 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 170.00 FEET;

THENCE ALONG SAID CURVE EASTERLY 42.52 FEET THROUGH A CENTRAL ANGLE OF 14°19'53" TO THE POINT OF BEGINNING.

EXCEPTION 6 BEGINNING AT SAID POINT "C" AS HEREINBEFORE DESCRIBED IN EXCEPTION 5;

THENCE NORTH 57°51'49" WEST 321.92 FEET;

THENCE SOUTH 33°54'32" WEST 23.58 FEET;

THENCE NORTH 80°08'52" WEST 39.86 FEET;

THENCE NORTH 66°52'43" WEST 23.67 FEET;

THENCE NORTH 56°51'56" WEST 12.37 FEET;

THENCE SOUTH 32°50'28" WEST 7.80 FEET;

THENCE SOUTH 13°19'22" WEST 16.73 FEET;

THENCE SOUTH 04°39'08" WEST 37.31 FEET;

THENCE SOUTH 25°25'13" WEST 36.18 FEET;

THENCE NORTH 87°46'53" WEST 22.22 FEET;

THENCE SOUTH 02°13'07" WEST 20.00 FEET;

THENCE SOUTH 87°46'53" EAST 19.08 FEET;

THENCE SOUTH 00°06'01" EAST 30.32 FEET;

THENCE SOUTH 11°51'43" EAST 15.45 FEET;

THENCE SOUTH 04°22'25" EAST 11.37 FEET;

THENCE SOUTH 09°16'41" WEST 13.53 FEET;

THENCE SOUTH 21°15'55" WEST 20.23 FEET;

THENCE SOUTH 34°50'41" WEST 21.25 FEET;

THENCE SOUTH 84°21'55" EAST 29.59 FEET;

THENCE NORTH 81°54'50" EAST 31.17 FEET;

THENCE SOUTH 30°04'05" EAST 9.06 FEET;

THENCE SOUTH 74°54'38" EAST 9.19 FEET;

THENCE NORTH 61°52'41" EAST 35.44 FEET;

THENCE NORTH 80°29'37" EAST 16.07 FEET;

THENCE NORTH 67°42'48" EAST 20.97 FEET;

THENCE SOUTH 36°52'18" EAST 10.77 FEET;
THENCE SOUTH 17°39'11" EAST 8.81 FEET;
THENCE SOUTH 14°02'35" EAST 18.40 FEET;
THENCE SOUTH 12°35'50" EAST 24.79 FEET;
THENCE SOUTH 01°57'15" WEST 30.58 FEET;
THENCE SOUTH 10°20'15" EAST 38.87 FEET;
THENCE SOUTH 64°05'09" EAST 67.69 FEET;
THENCE NORTH 83°06'48" EAST 51.10 FEET;
THENCE NORTH 39°08'09" EAST 128.66 FEET;
THENCE NORTH 07°14'01" EAST 77.95 FEET;

THENCE SOUTH 57°51'49" EAST 23.04 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 44.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 48°46'44" EAST;

THENCE ALONG SAID CURVE EASTERLY 22.03 FEET THROUGH A CENTRAL ANGLE OF 28°40'57" TO THE POINT OF BEGINNING.

EXCEPTION 7 BEGINNING AT AN ANGLE POINT IN THE EASTERLY LINE OF SAID PARCEL "H", SAID ANGLE POINT BEING THE SOUTHERLY TERMINUS OF A COURSE SHOWN AS "SOUTH 05°32'57" EAST 196.52 FEET" ON SAID LOT LINE ADJUSTMENT NO. 00-006;

THENCE ALONG SAID EASTERLY LINE THROUGH THE FOLLOWING COURSES: SOUTH 46°42'31" EAST 40.00 FEET;

THENCE SOUTH 11°02'28" WEST 64.68 FEET;

THENCE SOUTH 13°10'59" WEST 14.30 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 100.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH 03°12'16" WEST;

THENCE LEAVING SAID EASTERLY LINE, ALONG SAID CURVE NORTHWESTERLY AND NORTHERLY 192.42 FEET THROUGH A CENTRAL ANGLE OF 110°15'01";

THENCE NON-TANGENT FROM SAID CURVE NORTH 80°10'01" EAST 85.21 FEET TO SAID EASTERLY LINE;

THENCE ALONG SAID EASTERLY LINE SOUTH 05°32'57" EAST 39.06 FEET TO THE POINT OF BEGINNING.

EXCEPTION 8 BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 18 OF PARCEL MAP NO. 17508;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 18 NORTH 21°28'52" WEST 1275.90 FEET TO AN ANGLE POINT THEREIN;

THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH 48°14'06" EAST 291.57 FEET TO A

POINT ON A NON-TANGENT CURVE IN THE CENTERLINE OF EVANDEL ROAD AS SHOWN ON SAID PARCEL MAP NO. 17508, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 150.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH 48°16'03" EAST;

THENCE ALONG SAID CENTERLINE THROUGH THE FOLLOWING COURSES: ALONG SAID CURVE EASTERLY 168.12 FEET THROUGH A CENTRAL ANGLE OF 64°12'59";

THENCE TANGENT FROM SAID CURVE NORTH 74°03'04" EAST 259.49 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 500.00 FEET;

THENCE ALONG SAID CURVE EASTERLY 169.12 FEET THROUGH A CENTRAL ANGLE OF 19°22'47";

THENCE TANGENT FROM SAID CURVE SOUTH 86°34'09" EAST 184.97 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 150.00 FEET
THENCE ALONG SAID CURVE EASTERLY 35.11 FEET THROUGH A CENTRAL ANGLE OF 13°24'43"
TO THE EASTERLY LINE OF SAID PARCEL 18;

THENCE LEAVING SAID CENTERLINE, ALONG SAID EASTERLY LINE AND RADially FROM SAID CURVE SOUTH 09°58'52" EAST 243.63 FEET TO AN ANGLE POINT THEREIN;

THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 19°54'29" WEST 1126.21 FEET;

THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 59°06'02" WEST 231.41 FEET TO THE POINT OF BEGINNING.

PARCEL "B":

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF PARCELS 2 THROUGH 8 AND LOTS "O" AND "P" OF PARCEL MAP NO. 19249 AS SHOWN ON A MAP THEREOF FILED IN BOOK 120, PAGES 87 THROUGH 90 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, INCLUDED WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL 2;

THENCE ALONG THE BOUNDARY LINE OF SAID PARCEL MAP NO. 19249 THROUGH THE FOLLOWING COURSES: SOUTH 05°23'07" WEST 1317.90 FEET;

THENCE NORTH 89°31'06" WEST 674.15 FEET;

THENCE SOUTH 06°36'59" WEST 659.94 FEET;

THENCE NORTH 89°29'34" WEST 688.50 FEET;

THENCE SOUTH 07°49'57" WEST 660.65 FEET;

THENCE NORTH 89°30'01" WEST 655.07 FEET;

THENCE SOUTH 00°12'37" EAST 132.99 FEET;

THENCE NORTH 89°30'01" WEST 327.80 FEET;

THENCE NORTH 00°06'01" WEST 132.99 FEET;

THENCE NORTH 89°30'01" WEST 878.32 FEET;

THENCE LEAVING SAID BOUNDARY LINE NORTH 34°29'31" WEST 64.72 FEET;
THENCE NORTH 01°06'06" EAST 78.48 FEET;
THENCE NORTH 30°32'09" WEST 47.55 FEET TO A POINT ON A NON-TANGENT CURVE
CONCAVE WESTERLY AND HAVING A RADIUS OF 46.00 FEET, A RADIAL LINE OF SAID CURVE
FROM SAID POINT BEARS NORTH 55°55'52" WEST;
THENCE ALONG SAID CURVE NORTHERLY 72.86 FEET THROUGH A CENTRAL ANGLE OF
90°45'14";
THENCE RADIALLY FROM SAID CURVE NORTH 33°18'54" EAST 39.94 FEET;
THENCE NORTH 18°57'30" WEST 100.37 FEET TO A POINT ON A NON-TANGENT CURVE
CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 328.00 FEET, A RADIAL LINE OF SAID
CURVE FROM SAID POINT BEARS NORTH 30°57'36" WEST;
THENCE ALONG SAID CURVE NORTHEASTERLY 134.38 FEET THROUGH A CENTRAL ANGLE OF
23°28'24";
THENCE TANGENT FROM SAID CURVE NORTH 35°34'00" EAST 426.20 FEET TO THE BEGINNING
OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 522.00 FEET;
THENCE ALONG SAID CURVE NORTHEASTERLY 420.36 FEET THROUGH A CENTRAL ANGLE OF
46°08'21" TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHERLY AND
HAVING A RADIUS OF 643.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS
NORTH 08°17'39" WEST ;
THENCE ALONG SAID CURVE EASTERLY 26.58 FEET THROUGH A CENTRAL ANGLE OF
02°22'08";
THENCE NON-TANGENT FROM SAID CURVE SOUTH 57°21'53" EAST 24.77 FEET;
THENCE SOUTH 14°39'29" EAST 40.44 FEET TO THE BEGINNING OF A TANGENT CURVE
CONCAVE WESTERLY AND HAVING A RADIUS OF 276.00 FEET;
THENCE ALONG SAID CURVE SOUTHERLY 247.58 FEET THROUGH A CENTRAL ANGLE OF
51°23'46";
THENCE TANGENT FROM SAID CURVE SOUTH 36°44'17" WEST 10.88 FEET;
THENCE NORTH 66°24'53" WEST 86.84 FEET TO THE BEGINNING OF A TANGENT CURVE
CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 45.00 FEET;
THENCE ALONG SAID CURVE WESTERLY AND SOUTHWESTERLY 64.06 FEET THROUGH A
CENTRAL ANGLE OF 81°34'07";
THENCE TANGENT FROM SAID CURVE SOUTH 32°01'00" WEST 135.42 FEET;
THENCE SOUTH 54°06'07" WEST 43.11 FEET;
THENCE SOUTH 35°29'42" WEST 39.49 FEET;
THENCE SOUTH 09°57'52" WEST 104.77 FEET;
THENCE SOUTH 30°29'31" WEST 110.62 FEET;

THENCE SOUTH 00°00'42" EAST 35.00 FEET;
THENCE SOUTH 22°38'27" EAST 59.81 FEET;
THENCE SOUTH 00°29'59" WEST 76.53 FEET;
THENCE SOUTH 31°13'14" EAST 118.11 FEET;
THENCE SOUTH 89°30'01" EAST 138.22 FEET;
THENCE NORTH 00°29'59" EAST 12.00 FEET;
THENCE NORTH 17°15'21" WEST 65.00 FEET;
THENCE NORTH 26°37'03" EAST 59.23 FEET;
THENCE SOUTH 73°30'30" EAST 94.85 FEET;
THENCE NORTH 52°57'06" EAST 104.47 FEET;
THENCE NORTH 20°18'21" EAST 115.91 FEET;
THENCE NORTH 30°15'40" WEST 2.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 41.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH 30°15'40" WEST;
THENCE ALONG SAID CURVE NORTHEASTERLY 35.67 FEET THROUGH A CENTRAL ANGLE OF 49°50'52";
THENCE TANGENT FROM SAID CURVE NORTH 09°53'28" EAST 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 107.00 FEET;
THENCE ALONG SAID CURVE NORTHERLY 41.91 FEET THROUGH A CENTRAL ANGLE OF 22°26'22" TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 481.00 FEET, A RADIAL LINE OF SAID CURVES FROM SAID POINT BEARS SOUTH 57°40'10" EAST;
THENCE ALONG SAID CURVE NORTHEASTERLY 220.76 FEET THROUGH A CENTRAL ANGLE OF 26°17'47";
THENCE TANGENT FROM SAID CURVE NORTH 58°37'37" EAST 34.49 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 169.00 FEET;
THENCE ALONG SAID CURVE NORTHEASTERLY 184.90 FEET THROUGH A CENTRAL ANGLE OF 62°41'05";
THENCE RADIALY FROM SAID CURVE NORTH 85°56'32" EAST 26.62 FEET;
THENCE NORTH 36°37'21" EAST 94.85 FEET;
THENCE NORTH 74°07'44" EAST 17.25 FEET;
THENCE NORTH 36°37'21" EAST 49.47 FEET;
THENCE NORTH 71°02'45" EAST 16.98 FEET;

THENCE NORTH 36°37'21" EAST 49.47 FEET;
THENCE NORTH 71°53'36" EAST 16.88 FEET;
THENCE NORTH 36°37'21" EAST 55.53 FEET;
THENCE NORTH 74°02'15" EAST 16.54 FEET;
THENCE NORTH 36°37'21" EAST 58.73 FEET;
THENCE NORTH 72°51'43" EAST 13.44 FEET;
THENCE NORTH 34°04'24" EAST 65.23 FEET;
THENCE NORTH 66°45'40" EAST 11.14 FEET;
THENCE NORTH 29°02'04" EAST 55.45 FEET;
THENCE NORTH 53°41'21" WEST 89.28 FEET;
THENCE NORTH 60°24'34" WEST 19.51 FEET TO A POINT ON A NON-TANGENT CURVE
CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 578.00 FEET, A RADIAL LINE OF SAID
CURVE FROM SAID POINT BEARS NORTH 58°55'20" WEST;
THENCE ALONG SAID CURVE NORTHEASTERLY 15.00 FEET THROUGH A CENTRAL ANGLE OF
01°29'14";
THENCE RADIALLY FROM SAID CURVE SOUTH 60°24'34" EAST 111.99 FEET;
THENCE NORTH 22°54'27" EAST 64.41 FEET;
THENCE NORTH 53°18'50" EAST 6.90 FEET;
THENCE NORTH 17°53'18" EAST 64.20 FEET;
THENCE NORTH 45°56'53" EAST 6.12 FEET;
THENCE NORTH 13°20'29" EAST 63.44 FEET;
THENCE NORTH 06°45'58" EAST 63.24 FEET;
THENCE NORTH 06°58'17" EAST 74.68 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE
NORTHWESTERLY AND HAVING A RADIUS OF 521.00 FEET, A RADIAL LINE OF SAID CURVE
FROM SAID POINT BEARS NORTH 06°06'18" WEST;
THENCE ALONG SAID CURVE EASTERLY 175.47 FEET THROUGH A CENTRAL ANGLE OF
19°17'48" TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE
NORTHWESTERLY AND HAVING A RADIUS OF 1021.00 FEET, A RADIAL LINE OF SAID CURVES
FROM SAID POINT BEARS NORTH 25°24'06" WEST;
THENCE ALONG SAID CURVE NORTHEASTERLY 614.79 FEET THROUGH A CENTRAL ANGLE OF
34°30'01";
THENCE NON-TANGENT FROM SAID CURVE SOUTH 72°46'50" EAST 103.28 FEET;
THENCE SOUTH 85°43'29" EAST 76.41 FEET;

THENCE SOUTH 89°01'20" EAST 342.60 FEET;

THENCE SOUTH 60°57'24" EAST 62.33 FEET;

THENCE SOUTH 89°01'20" EAST 55.00 FEET;

THENCE NORTH 13°43'37" EAST 93.26 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 46.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH 13°33'38" WEST;

THENCE ALONG SAID CURVE NORTHEASTERLY 63.56 FEET THROUGH A CENTRAL ANGLE OF 79°09'59";

THENCE NON-TANGENT FROM SAID CURVE NORTH 31°47'00" EAST 88.80 FEET;

THENCE NORTH 37°24'05" EAST 52.31 FEET;

THENCE NORTH 07°53'30" WEST 75.21 FEET;

THENCE NORTH 21°05'38" EAST 44.71 FEET;

THENCE NORTH 00°58'40" EAST 91.46 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 46.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH 40°59'08" WEST;

THENCE ALONG SAID CURVE NORTHERLY 77.72 FEET THROUGH A CENTRAL ANGLE OF 96°48'25";

THENCE RADIALLY FROM SAID CURVE NORTH 42°12'27" EAST 8.00 FEET;

THENCE NORTH 00°29'52" EAST 130.26 FEET TO THE NORTHERLY LINE OF SAID PARCEL 2 OF PARCEL MAP NO. 19249;

THENCE ALONG SAID NORTHERLY LINE SOUTH 89°38'31" EAST 629.26 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM SAID PARCEL "B", THE FOLLOWING DESCRIBED EXCEPTIONS 9, 10, 11 AND 12.

EXCEPTION 9 A PORTION OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES PER DOCUMENT RECORDED NOVEMBER 16, 1962 AS INSTRUMENT NO. 106161 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF THE LAND INCLUDED IN PARCEL MAP NO. 14725 AS SHOWN ON A MAP THEREOF FILED IN BOOK 91, PAGE 42 OF PARCEL MAPS IN SAID OFFICE OF THE RIVERSIDE COUNTY RECORDER WITH THE CENTERLINE OF SAID EASEMENT DESCRIBED IN INSTRUMENT NO. 106161 OF OFFICIAL RECORDS;

THENCE ALONG SAID CENTERLINE NORTH 53°46'48" WEST 1095.09 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

EXCEPTION 10 A PORTION OF AN EASEMENT (10.00 FEET WIDE) FOR PUBLIC UTILITY PURPOSES PER DOCUMENT RECORDED DECEMBER 05, 1980 AS INSTRUMENT NO. 228588 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, TOGETHER WITH PORTIONS OF SAID PARCELS 2 AND 3 OF PARCEL MAP NO. 19249, INCLUDED WITHIN AN EASEMENT 10.00 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SBM WITH A LINE PARALLEL WITH AND 5.00 FEET WESTERLY FROM THE EASTERLY LINE OF SAID NORTHWEST ONE-QUARTER;

THENCE ALONG SAID PARALLEL LINE (BEING THE CENTERLINE OF SAID EASEMENT DESCRIBED IN INSTRUMENT NO. 228588 OF OFFICIAL RECORDS) NORTH 07°50'40" EAST 1868.95 FEET;

THENCE LEAVING SAID PARALLEL AND EASEMENT LINE NORTH 90°00'00" EAST 691.60 FEET;

THENCE NORTH 57°41'23" EAST 209.37 FEET TO AN EXISTING POWER POLE IN SAID CENTERLINE OF SAID EASEMENT DESCRIBED IN THE DOCUMENT RECORDED AS INSTRUMENT NO. 228588 OF OFFICIAL RECORDS;

THENCE ALONG SAID CENTERLINE NORTH 48°28'12" EAST 481.00 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

EXCEPTION 11 BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID PARCEL 2 OF PARCEL MAP NO. 19249 DISTANT THEREON SOUTH 05°23'07" WEST 213.09 FEET FROM THE NORTHEASTERLY CORNER OF SAID PARCEL 2;

THENCE ALONG SAID EASTERLY LINE SOUTH 05°23'07" WEST 200.77 FEET;

THENCE ALONG A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID PARCEL NORTH 89°38'31" WEST 300.00 FEET;

THENCE ALONG A LINE PARALLEL WITH SAID EASTERLY LINE NORTH 05°23'07" EAST 200.77 FEET;

THENCE ALONG A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID PARCEL SOUTH 89°38'31" EAST 300.00 FEET TO THE POINT OF BEGINNING.

EXCEPTION 12 AN EASEMENT FOR PUBLIC UTILITY PURPOSES PER DOCUMENT RECORDED JUNE 24, 1980 AS INSTRUMENT NO. 115002 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY.

PARCEL "C"

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF PARCELS 5, 8 AND 9 AND LOTS "D", "E", "F", "O" AND "P" OF PARCEL MAP NO. 19249 AS SHOWN ON A MAP THEREOF FILED IN BOOK 120, PAGES 87 THROUGH 90 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, INCLUDED WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT POINT "E" AS HEREINBEFORE DESCRIBED IN PARCEL "B";

THENCE NORTH 21°07'09" EAST 56.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 68°18'30" WEST 24.89 FEET;

THENCE NORTH 25°22'50" WEST 23.09 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 102.00 FEET;

THENCE ALONG SAID CURVE NORTHERLY 16.20 FEET THROUGH A CENTRAL ANGLE OF

09°06'08";

THENCE TANGENT FROM SAID CURVE NORTH 16°16'42" WEST 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 64.00 FEET;

THENCE ALONG SAID CURVE NORTHWESTERLY 26.75 FEET THROUGH A CENTRAL ANGLE OF 23°57'05"

THENCE NON-TANGENT FROM SAID CURVE NORTH 30°49'02" EAST 50.54 FEET;

THENCE NORTH 10°37'54" WEST 285.08 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 272.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 14°40'29" EAST;

THENCE ALONG SAID CURVE EASTERLY 117.34 FEET THROUGH A CENTRAL ANGLE OF 24°43'01" A POINT HEREINAFTER REFERRED TO AS POINT "F";

THENCE TANGENT FROM SAID CURVE SOUTH 79°57'28" EAST 90.63 FEET;

THENCE SOUTH 10°37'54" EAST 390.85 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 587.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH 14°20'36" WEST;

THENCE ALONG SAID CURVE WESTERLY 61.97 FEET THROUGH A CENTRAL ANGLE OF 06°02'57" TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 578.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 08°17'39" EAST;

THENCE ALONG SAID CURVE WESTERLY 129.38 FEET THROUGH CENTRAL ANGLE OF 12°49'30" TO THE TRUE POINT OF BEGINNING.

PARCEL "D"

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF PARCEL 9 OF PARCEL MAP NO. 19249 AS SHOWN ON A MAP THEREOF FILED IN BOOK 120, PAGES 87 THROUGH 90 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, INCLUDED WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT POINT "F" AS HEREINBEFORE DESCRIBED IN PARCEL "C";

THENCE NORTH 10°02'32" EAST 56.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 328.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 10°02'32" WEST, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID CURVE WESTERLY 137.54 FEET THROUGH A CENTRAL ANGLE OF 24°01'33";

THENCE NON-TANGENT FROM SAID CURVE NORTH 10°37'54" WEST 101.25 FEET;

THENCE NORTH 22°44'08" WEST 65.02 FEET;

THENCE NORTH 25°14'20" WEST 101.68 FEET;

THENCE NORTH 77°27'13" WEST 12.12 FEET;

THENCE NORTH 82°50'25" EAST 216.21 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 46.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH 70°15'49" EAST;

THENCE ALONG SAID CURVE SOUTHEASTERLY 48.01 FEET THROUGH A CENTRAL ANGLE OF 59°48'02";

THENCE RADIALLY FROM SAID CURVE SOUTH 10°27'47" WEST 27.07 FEET;

THENCE SOUTH 22°53'03" EAST 72.95 FEET;

THENCE SOUTH 10°37'54" EAST 167.81 FEET;

THENCE NORTH 79°57'28" WEST 69.50 FEET

PARCEL "E"

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF PARCEL 9 AND LOT "A" OF PARCEL MAP NO. 19249 AS SHOWN ON A MAP THEREOF FILED IN BOOK 120, PAGES 87 THROUGH 90 OF PARCEL MAPS, TOGETHER WITH THOSE PORTIONS OF PARCELS 3 AND 4 AND LOT "C" AND "D" OF PARCEL MAP NO. 16669 AS SHOWN ON A MAP THEREOF FILED IN BOOK 105, PAGE 66 OF PARCEL MAPS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, INCLUDED WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT THE NORTHWESTERLY CORNER OF SECTION 34, T.6 S, R.3 W., SBM;

THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 34 SOUTH 88°44'15" EAST 886.92 FEET;

THENCE SOUTH 05°02'57" WEST 46.84 FEET;

THENCE SOUTH 31°46'14" WEST 96.38 FEET;

THENCE SOUTH 14°24'56" WEST 47.83 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 110.00 FEET;

THENCE ALONG SAID CURVE SOUTHERLY 68.60 FEET THROUGH A CENTRAL ANGLE OF 35°43'58" TO AN INTERSECTION WITH A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 134.85 FEET, A RADIAL LINE OF SAID CURVE FROM SAID INTERSECTION BEARS SOUTH 39°19'19" WEST;

THENCE ALONG SAID CURVE SOUTHEASTERLY 55.28 FEET THROUGH A CENTRAL ANGLE OF 23°29'21";

THENCE NON-TANGENT FROM SAID CURVE SOUTH 29°03'53" EAST 11.04 FEET;

THENCE SOUTH 23°19'58" WEST 54.61 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 154.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 50°26'40" EAST;

THENCE ALONG SAID CURVE SOUTHERLY AND SOUTHEASTERLY 237.29 FEET THROUGH A CENTRAL ANGLE OF 88°17'05";

THENCE NON-TANGENT FROM SAID CURVE SOUTH 70°29'22" EAST 71.59 FEET;

THENCE SOUTH 18°28'01" WEST 52.38 FEET TO THE EASTERLY MOST POINT OF THE

PROLONGATION OF THE NORTHERLY LINE OF SAID LOT B, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 18°28'01" WEST 8.59 FEET;

THENCE SOUTH 04°04'54" WEST 38.91 FEET;

THENCE SOUTH 25°14'30" EAST 121.68 FEET;

THENCE SOUTH 82°50'25" WEST 219.72 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 46.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 55°57'40" WEST;

THENCE ALONG SAID CURVE NORTHWESTERLY 22.51 FEET THROUGH A CENTRAL ANGLE OF 28°02'35";

THENCE RADIALLY FROM SAID CURVE NORTH 27°55'05" EAST 21.95 FEET;

THENCE NORTH 25°14'20" WEST 81.89 FEET;

THENCE NORTH 36°01'16" WEST 35.09 FEET;

THENCE NORTH 00°11'00" EAST 14.11 FEET;

THENCE NORTH 51°24'44" WEST 31.27 FEET;

THENCE NORTH 89°32'42" WEST 38.03 FEET;

THENCE SOUTH 73°17'44" WEST 34.84 FEET;

THENCE NORTH 14°14'45" EAST 30.81;

THENCE SOUTH 88°54'48" EAST 321.73 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL "F"

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF PARCEL 7 OF LOT LINE ADJUSTMENT NO. 01-017 RECORDED OCTOBER 19, 2001 AS INSTRUMENT NO. 2001-509988 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, INCLUDED WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID PARCEL 7 WITH THE NORTHEASTERLY LINE OF LA ESTRELLA ROAD AS SHOWN THEREON;

THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 44°49'36" EAST 1653.09 FEET TO A POINT ON A NON-TANGENT CURVE IN THE SOUTHERLY LINE OF TRACT NO. 29640-1 FILED IN BOOK 319, PAGES 29 THROUGH 39 OF MAPS IN SAID OFFICE OF THE RIVERSIDE COUNTY RECORDER, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 163.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH 28°24'06" EAST;

THENCE ALONG SAID SOUTHERLY LINE THROUGH THE FOLLOWING COURSES: ALONG SAID CURVE WESTERLY 16.39 FEET THROUGH A CENTRAL ANGLE OF 05°45'40" TO AN INTERSECTION WITH A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 600.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID INTERSECTION BEARS NORTH 03°20'49" EAST;

THENCE ALONG SAID CURVE WESTERLY 33.59 FEET THROUGH A CENTRAL ANGLE OF 03°12'29" TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 750.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 06°33'18" WEST;

THENCE ALONG SAID CURVE WESTERLY 145.99 FEET THROUGH CENTRAL ANGLE OF 11°09'09" TO A LINE PARALLEL WITH AND 33.00 FEET SOUTHEASTERLY FROM THE CENTERLINE OF GREER ROAD AS SHOWN ON SAID MAP OF TRACT NO. 29640-1;

THENCE LEAVING SAID SOUTHERLY LINE, ALONG SAID PARALLEL LINE THROUGH FOLLOWING COURSES: NON-TANGENT FROM SAID CURVE SOUTH 68°20'34" WEST 220.02 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 717.00 FEET;

THENCE ALONG SAID CURVE SOUTHWESTERLY 318.30 FEET THROUGH A CENTRAL ANGLE OF 25°26'07";

THENCE TANGENT FROM SAID CURVE SOUTH 42°54'27" WEST 1003.93 FEET TO SAID NORTHEASTERLY LINE OF LA ESTRELLA ROAD;

THENCE LEAVING SAID PARALLEL LINE, ALONG SAID NORTHEASTERLY LINE SOUTH 04°28'42" EAST 29.89 FEET TO AN ANGLE POINT THEREIN;

THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE SOUTH 47°05'33" EAST 237.60 FEET TO THE POINT OF BEGINNING.

PARCEL "G"

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING LOT 71 OF TRACT NO. 29640-10 AS SHOWN ON A MAP THEREOF FILED IN BOOK 344, PAGES 9 THROUGH 17, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY.

NOTE: THE ABOVE LEGAL DESCRIPTION IS FOR THE SOLE PURPOSE OF THIS REPORT AND MAY NOT BE CONSIDERED FOR USE IN ANY POLICY OF TITLE INSURANCE TO BE ISSUED BY THIS COMPANY, AND IS SUBJECT TO CHANGE.

SCHEDULE B

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions in the policy form designated on the face page of this report would be as follows:

1. General and special taxes and assessments for the fiscal year 2009-2010, a lien not yet due or payable.

THE FOLLOWING ITEMS AFFECT PARCEL A:

2. General and special taxes and assessments for the fiscal year 2008-2009.

First Installment:	\$21.18, PAID
Penalty:	\$0.00
Second Installment:	\$21.18, PAYABLE
Penalty:	\$22.11
Tax Rate Area:	024-009
A. P. No.:	392-080-023-3

The above matter affects a portion of said property described herein

3. General and special taxes and assessments for the fiscal year 2008-2009.

First Installment:	\$11.25, PAID
Penalty:	\$0.00
Second Installment:	\$11.25, PAYABLE
Penalty:	\$21.12
Tax Rate Area:	024-009
A. P. No.:	392-080-021-1

The above matter affects a portion of said property described herein

4. General and special taxes and assessments for the fiscal year 2008-2009.

First Installment:	\$21.18, PAID
Penalty:	\$0.00
Second Installment:	\$21.18, PAYABLE
Penalty:	\$22.11
Tax Rate Area:	024-009
A. P. No.:	392-080-011-2

The above matter affects a portion of said property described herein

5. General and special taxes and assessments for the fiscal year 2008-2009.

First Installment: \$21.18, PAID
Penalty: \$0.00
Second Installment: \$21.18, PAYABLE
Penalty: \$22.11
Tax Rate Area: 024-009
A. P. No.: 392-080-015-6

The above matter affects a portion of said property described herein

6. General and special taxes and assessments for the fiscal year 2008-2009.

First Installment: \$21.18, PAID
Penalty: \$0.00
Second Installment: \$21.18, PAYABLE
Penalty: \$22.11
Tax Rate Area: 024-009
A. P. No.: 392-080-014-5

The above matter affects a portion of said property described herein

7. General and special taxes and assessments for the fiscal year 2008-2009.

First Installment: \$11.25, PAID
Penalty: \$0.00
Second Installment: \$11.25, PAYABLE
Penalty: \$21.12
Tax Rate Area: 024-009
A. P. No.: 392-080-010-1

The above matter affects a portion of said property described herein

8. General and special taxes and assessments for the fiscal year 2008-2009.

First Installment: \$24.04, PAID
Penalty: \$0.00
Second Installment: \$24.04, PAYABLE
Penalty: \$22.39
Tax Rate Area: 024-009
A. P. No.: 392-080-007-9

The above matter affects a portion of said property described herein

9. General and special taxes and assessments for the fiscal year 2008-2009.

First Installment: \$21.18, PAID
Penalty: \$0.00
Second Installment: \$21.18, PAYABLE
Penalty: \$22.11
Tax Rate Area: 024-009
A. P. No.: 392-080-003-5

The above matter affects a portion of said property described herein

10. General and special taxes and assessments for the fiscal year 2008-2009.

First Installment: \$21.18, PAID
Penalty: \$0.00
Second Installment: \$21.18, PAYABLE
Penalty: \$22.11
Tax Rate Area: 024-009
A. P. No.: 392-080-001-3

The above matter affects a portion of said property described herein

11. General and special taxes and assessments for the fiscal year 2008-2009.

First Installment: \$21.18, PAID
Penalty: \$0.00
Second Installment: \$21.18, PAYABLE
Penalty: \$22.11
Tax Rate Area: 024-009
A. P. No.: 392-080-019-0

The above matter affects a portion of said property described herein

12. RESOLUTION NO. 90-570 A RESOLUTION OF THE MURRIETA FIRE PROTECTION DISTRICT ORDERING THE ANNEXATION OF AN AREA APPROVED BY THE LOCAL AGENCY FORMATION COMMISSION OF RIVERSIDE COUNTY NO. 89—26-1&3, ANNEXATION NO. 2, TO THE MURRIETA FIRE PROTECTION DISTRICT EXECUTED BY LOCAL AGENCY FORMATION COMMISSION ("LAFCO") RECORDED MAY 25, 1990 AS INSTRUMENT NO. 192401, OFFICIAL RECORDS

13. RESOLUTION NO. 90-570, A RESOLUTION OF THE MURRIETA FIRE PROTECTION DISTRICT ORDERING THE ANNEXATION OF AN AREA APPROVED BY THE LOCAL AGENCY FORMATION COMMISSION OF RIVERSIDE COUNTY NO. 89-26-1&3, ANNEXATION NO. 2, TO THE MURRIETA FIRE PROTECTION DISTRICT, BY LOCAL AGENCY FORMATION COMMISSION RECORDED MAY 25, 1990 AS INSTRUMENT NO. 214359, OFFICIAL RECORDS

14. RESOLUTION NO. 90-709 CONFIRMING THE ORDER OF REORGANIZATION FOR THE MURRIETA REORGANIZATION LAFCO 88-72-1 BY LOCAL AGENCY FORMATION COMMISSION, RECORDED DECEMBER 19, 1990 AS INSTRUMENT NO. 458628, OFFICIAL RECORDS

AS AMENDED BY AN INSTRUMENT RECORDED NOVEMBER 30, 1994 AS INSTRUMENT NO. 94-448043, OFFICIAL RECORDS

15. RESOLUTION NO. F91-22 RESOLUTION ESTABLISHING THE SANTA MARGARITA WATERSHED BENEFIT ASSESSMENT AREA AND AUTHORIZING THE ANNUAL LEVY OF A BENEFIT ASSESSMENT TO PAY COSTS ASSOCIATED WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM STORMWATER PERMIT BY BOARD OF SUPERVISORS, RECORDED JUNE 10, 1991 AS INSTRUMENT NO. 193751 OF OFFICIAL RECORDS
16. RESOLUTION NO. 92-395 ORDERING THE REORGANIZATION TO INCLUDE FORMATION OF MURRIETA COMMUNITY SERVICES DISTRICT AS A SUBSIDIARY OF THE CITY OF MURRIETA AND DETACHMENT FROM COUNTY SERVICE AREAS 103 AND 143 AND VALLEY-WIDE RECREATION AND PARK DISTRICT BY BOARD OF SUPERVISORS RECORDED DECEMBER 2, 1992 AS INSTRUMENT NO. 92-460276, OFFICIAL RECORDS
17. RESOLUTION NO. 1482.7, A RESOLUTION OF THE BOARD OF DIRECTORS OF EASTERN MUNICIPAL WATER DISTRICT ADJUSTING THE BOUNDARIES OF DIRECTORS DIVISIONS FIRST, SECOND, THIRD, FOURTH, AND FIFTH OF EASTERN MUNICIPAL WATER DISTRICT BY BOARD OF DIRECTORS OF EASTERN MUNICIPAL WATER DISTRICT, RECORDED MAY 3, 1996 AS INSTRUMENT NO. 96-161636, OFFICIAL RECORDS
18. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for City of Murrieta Communities Facilities District No. 2000-1 (Greer Ranch), as disclosed by Notice of Special Tax Lien recorded June 4, 2001 as Instrument No. 2001-240091 of Official Records.
19. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District No. 2003-2 (Greer Ranch) of Elsinore Valley Municipal Water District, as disclosed by Notice of Special Tax Lien recorded August 29, 2003 as Instrument No. 2003-670058 of Official Records.
20. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
21. Water rights, claims or title to water, whether or not shown by the public records.
22. An easement for public utilities and incidental purposes, recorded November 16, 1962 as Book 3261 Page 174 as Instrument No. 106161 of Official Records.
In Favor of: California Water and Telephone Company
Affects: As described therein
23. An easement for highway and road and incidental purposes, recorded November 21, 1979 as Instrument No. 248897 of Official Records.
In Favor of: County of Riverside
Affects: Parcels 11, 21 and 22 of Parcel Map 17508 lying within a 40.00 foot strip of land lying on the west side of a line described therein.
24. THE EFFECT OF AN ENVIRONMENTAL CONSTRAINT NOTE ON PARCEL MAP #17508 IN BOOK 112 PAGES 87 THROUGH 92 OF PARCEL MAP, STATING THAT A ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR.
25. An easement shown or dedicated on the Map as referred to in the legal description
For: road and public utilities and incidental purposes.

Affects road areas as shown on Parcel Map 17508.

26. An easement shown or dedicated on the Map as referred to in the legal description

For: streets and public utilities and incidental purposes.

Affects A portion of said land.

27. The terms and provisions contained in the document entitled "Certificate of Correction" recorded March 21, 2002 as Instrument No. 2002-144370 of Official Records. Executed by the County of Riverside

Reference is made to said document for full particulars

THE FOLLOWING MATTERS AFFECT PARCEL B:

28. General and special taxes and assessments for the fiscal year 2008-2009.

First Installment:	\$200.67, PAID
Penalty:	\$0.00
Second Installment:	\$200.67, PAYABLE
Penalty:	\$40.04
Tax Rate Area:	024-277
A. P. No.:	392-210-079-5

The above matter affects a portion of said property described herein

29. General and special taxes and assessments for the fiscal year 2008-2009.

First Installment:	\$471.89, PAID
Penalty:	\$0.00
Second Installment:	\$471.89, PAYABLE
Penalty:	\$67.16
Tax Rate Area:	024-277
A. P. No.:	392-210-080-5

The above matter affects a portion of said property described herein

30. General and special taxes and assessments for the fiscal year 2008-2009.

First Installment:	\$758.39, PAID
Penalty:	\$0.00
Second Installment:	\$758.39, PAYABLE
Penalty:	\$95.81
Tax Rate Area:	024-277
A. P. No.:	392-240-094-1

The above matter affects a portion of said property described herein

31. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for City of Murrieta Community Facilities District No. 2000-1 (Greer Ranch), as disclosed by Notice of Special Tax Lien recorded June 4, 2001 as Instrument No. 2001-00249091 of Official Records.
 32. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District No. 2003-2 (Greer Ranch) of Elsinore Valley Municipal Water District, as disclosed by Notice of Special Tax Lien recorded August 29, 2003 as Instrument No. 2003-670058 of Official Records.
 33. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
 34. Water rights, claims or title to water, whether or not shown by the public records.
 35. An easement for public utilities and incidental purposes, recorded November 16, 1962 as Instrument No. 106161 in Book 3261 Page 194 of Official Records.
In Favor of: Southern California Edison Company, a corporation
Affects: A portion of said land
 36. An easement for public utilities and incidental purposes, recorded June 24, 1980 as Instrument No. 115002 of Official Records.
In Favor of: Verizon
Affects: A portion of said land
 37. An easement for public utilities and incidental purposes, recorded December 5, 1980 as Instrument No. 228588 of Official Records.
In Favor of: Southern California Edison Company
Affects: A portion of said land as described therein
- BY INSTRUMENT RECORDED JANUARY 7, 2003 AS INSTRUMENT NO. 2003-011413, A PORTION OF SAID EASEMENT WAS QUITCLAIMED TO THE OWNERS OF RECORD.
38. An easement shown or dedicated on the Map as referred to in the legal description

For: streets and public utilities and incidental purposes.
 39. An easement for public utilities and incidental purposes, recorded December 31, 2002 as Instrument No. 2002-792679 of Official Records.
In Favor of: Southern California Edison Company, a corporation
Affects: As described therein
 40. The lots described herein are denoted "open space" on their respective tract maps.
 41. ANY RIGHT TITLE OR INTEREST OF ANY PUBLIC UTILITY IN AND TO THE LAND DESCRIBED BY THE RIVERSIDE COUNTY TAX COLLECTOR AS PARCEL NUMBER 359-570-015-2 AND ANY RIGHT OF THE PUBLIC UTILITY MENTIONED ABOVE FOR ACCESS TO SAID LAND.
 42. The following matters shown or disclosed by the filed or recorded map referred to in the legal description: We also reserve Lot 79 indicated as "open space" for private use for the sole benefit of ourselves, our successors, assignees and lot owners within this tract.

43. The terms and provisions contained in the document entitled "Agreement for the Placement of Survey Monuments-Tract 29640-8" recorded October 21, 2003 as Instrument No. 2003-827254 of Official Records. By and between the City of Murrieta, a Municipal Corporation and Lennar Communities, Inc.

Reference is made to said document for full particulars

44. The terms and provisions contained in the document entitled "Agreement for the Construction of Water System Improvements-Tract 29640-8" recorded October 21, 2003 as 2003-827255 of Official Records. By and between the City of Murrieta, a Municipal Corporation and Lennar Communities, Inc.

Reference is made to said document for full particulars

45. The terms and provisions contained in the document entitled "Agreement for the Construction of Road/drainage Improvements-Tract 29640-8" recorded October 21, 2003 as Instrument No. 2003-827256 of Official Records. By and between the City of Murrieta, a Municipal Corporation and Lennar Communities, Inc.

Reference is made to said document for full particulars

46. The terms and provisions contained in the document entitled "Agreement for the Construction of Sewer System Improvements-Tract 29640-8" recorded October 21, 2003 as Instrument No. 2003-827257 of Official Records. By and between the City of Murrieta, a Municipal Corporation and Lennar Communities, Inc.

Reference is made to said document for full particulars

47. The terms and provisions contained in the document entitled "Agreement for the Placement of Survey Monuments-Tract 29640-9" recorded October 21, 2003 as Instrument No. 2003-827858 of Official Records. By and between the City of Murrieta, a Municipal Corporation and Lennar Communities, Inc.

Reference is made to said document for full particulars

48. The terms and provisions contained in the document entitled "Agreement for the Construction of Water System Improvements-Tract 29640-9" recorded October 21, 2003 as Instrument No. 2003-827859 of Official Records. By and between the City of Murrieta, a Municipal Corporation and Lennar Communities, Inc.

Reference is made to said document for full particulars

49. The terms and provisions contained in the document entitled "Agreement for the Construction of Water System Improvements-Tract 29640-9" recorded October 21, 2003 as Instrument No. 2003-827860 of Official Records. By and between the City of Murrieta, a Municipal Corporation and Lennar Communities, Inc.

Reference is made to said document for full particulars

50. The terms and provisions contained in the document entitled "Agreement for the Construction of Road/drainage Improvements-Tract 28640-9" recorded October 21, 2003 as Instrument No. 2003-827861 of Official Records. By and between the City of Murrieta, a Municipal Corporation and Lennar Communities, Inc.

Reference is made to said document for full particulars

51. Covenants, conditions, restrictions and easements in the document recorded October 25, 2002 as Instrument No. 2002-605521 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or applicable state law. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Document(s) declaring modifications thereof recorded June 29, 2005 as Instrument No. 2005-0517652 of Official Records.

A declaration of annexation recorded October 13, 2005 as Instrument No. 2005-0847829 of Official Records, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate 42 U.S.C. §3604(c) or applicable state law. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

52. The terms and provisions contained in the document entitled "Notice of Builders' Election for Handling of Construction Claims Pursuant to California Civil Code Section 895 Et Seq" recorded December 17, 2003 as Instrument No. 2003-958449 of Official Records. Executed by Lennar Greer Ranch Venture, LLC

Said notice provides that violation thereof will not invalidate or impair the rights of any mortgagee or beneficiary

Reference is made to said document for full particulars

53. An easement for public utilities and incidental purposes, recorded July 9, 2004 as Instrument No. 2004-0532991 of Official Records.

In Favor of: Verizon California Inc., a corporation

Affects: WITHIN 3.00 FEET OF ALL SIDE LOT LINES, EXCEPT SUCH LINES AS COINCIDE WITH BOUNDARY LINES OF STREETS AND A NON-EXCLUSIVE EASEMENT WITHIN THOSE PORTIONS DELINEATED AS PUBLIC UTILITY EASEMENTS AND WITHIN THOSE AREAS DELINEATED AS PUBLIC AND/OR PRIVATE STREETS, ALL LYING WITHIN SAID TRACT.

ALSO VARIOUS STRIPS OF LAND EACH 5.00 FEET IN WIDTH, LYING WITHIN ALL THOSE LOTS BOUNDED ON ONE OR MORE SIDES BY STREETS, ALLEYS OR HIGHWAY; SAID 5.00 FOOT STRIPS OF LAND SHALL, IN ALL CASES BE COINCIDENTAL WITH THE EXTERIOR RIGHT-OF-WAY LINES OF SAID STREETS, ALLEYS OR HIGHWAYS SAID LOTS ARE SHOWN ON MAP OF SAID TRACT.

54. An easement for public utilities and incidental purposes, recorded July 9, 2004 as Instrument No. 2004-0532992 of Official Records.

In Favor of: Verizon California, Inc., a corporation

Affects: WITHIN 3.00 FEET OF ALL SIDE LOT LINES, EXCEPT SUCH LINES AS COINCIDE WITH BOUNDARY LINES OF STREETS AND A NON-EXCLUSIVE EASEMENT WITHIN THOSE PORTIONS DELINEATED AS PUBLIC UTILITY EASEMENTS AND WITHIN THOSE AREAS DELINEATED AS PUBLIC AND/OR PRIVATE STREETS, ALL LYING WITHIN SAID TRACT.

ALSO VARIOUS STRIPS OF LAND EACH 5.00 FEET IN WIDTH, LYING WITHIN ALL THOSE LOTS BOUNDED ON ONE OR MORE SIDES BY STREETS, ALLEYS OR HIGHWAY; SAID 5.00 FOOT STRIPS OF LAND SHALL, IN ALL CASES BE COINCIDENTAL WITH THE EXTERIOR RIGHT-OF-WAY LINES OF SAID STREETS, ALLEYS OR HIGHWAYS SAID LOTS ARE SHOWN ON MAP OF SAID TRACT.

55. An easement for public utilities and incidental purposes, recorded August 13, 2004 as Instrument No. 2004-0635057 of Official Records.

In Favor of: Verizon California, Inc., a corporation

Affects: WITHIN 3.00 FEET OF ALL SIDE LOT LINES, EXCEPT SUCH LINES AS COINCIDE WITH BOUNDARY LINES OF STREETS AND A NON-EXCLUSIVE EASEMENT WITHIN THOSE PORTIONS DELINEATED AS PUBLIC UTILITY EASEMENTS AND WITHIN THOSE AREAS DELINEATED AS PUBLIC AND/OR PRIVATE STREETS, ALL LYING WITHIN SAID TRACT.

ALSO VARIOUS STRIPS OF LAND EACH 5.00 FEET IN WIDTH, LYING WITHIN ALL THOSE LOTS BOUNDED ON ONE OR MORE SIDES BY STREETS, ALLEYS OR HIGHWAY; SAID 5.00 FOOT STRIPS OF LAND SHALL, IN ALL CASES BE COINCIDENTAL WITH THE EXTERIOR RIGHT-OF-WAY LINES OF SAID STREETS, ALLEYS OR HIGHWAYS SAID LOTS ARE SHOWN ON MAP OF SAID TRACT.

56. An easement for underground electrical supply systems and communication systems and incidental purposes, recorded March 24, 2004 as Instrument No. 2004-0205962 of Official Records.

In Favor of: Southern California Edison Company, a corporation

Affects: As therein described

57. An easement for maintenance of the fuel modification zones and incidental purposes, recorded September 16, 2005 as Instrument No. 2005-0768135 of Official Records.

In Favor of: Greer Ranch Community Association, a California Nonprofit, Mutual Benefit Corporation

Affects: As described therein

THE FOLLOWING MATTERS AFFECT PARCEL C:

58. General and special taxes and assessments for the fiscal year 2008-2009.

First Installment:	\$80.27, PAID
Penalty:	\$0.00
Second Installment:	\$80.27, PAYABLE
Penalty:	\$27.99
Tax Rate Area:	024-277
A. P. No.:	392-170-045-1

59. The lien of defaulted taxes for the fiscal year 2006-2007, and any subsequent delinquencies.

Tax Rate Area:	024-277
A. P. No.:	392-170-045-1
Amount to redeem:	\$470.97
Valid through:	February 28, 2009
Amount to redeem:	\$475.74
Valid through:	March 31, 2009

60. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District No. 2000-1 (Greer Ranch), as disclosed by Notice of Special Tax Lien recorded June 4, 2001 as Instrument No. 2001-249091 of Official Records.

61. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District No. 2003-2 (Greer Ranch) of Elsinore Valley Municipal Water District, as disclosed by Notice of Special Tax Lien recorded August 29, 2003 as Instrument No. 2003-670058 of Official Records.

62. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

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

64. An easement shown or dedicated on Parcel Map 19249 recorded in Book 120 Pages 87 through 90 of Parcel Maps

For: streets and public utilities and incidental purposes.

Affects A portion of said land.

65. An easement shown or dedicated on Parcel Map No. 16669

For: public utilities and incidental purposes.

Affects Parcel C of Parcel Map 16669.

66. Easements for public utility purposes as shown on the maps of said tract

67. Environmental Constraint Sheets affecting all tracts are on file in the City Engineer's Office, City of Murrieta

68. The lot described herein is denoted "open space" on their respective tract maps.
69. The terms and provisions contained in the document entitled "Agreement for the Placement of Survey Monuments-Tract 29640-7" recorded October 21, 2003 as Instrument No. 2003-826816 of Official Records. By and between the City of Murrieta, a Municipal Corporation and Lennar Homes of California, Inc.
70. The terms and provisions contained in the document entitled "Agreement for the Construction of Road/drainage Improvements-Tract 29640-7" recorded October 21, 2003 as Instrument No. 2003-826817 of Official Records. By and between the City of Murrieta, a Municipal Corporation and Lennar Homes of California, Inc.
71. The terms and provisions contained in the document entitled "Agreement for the Construction of Water System Improvements-Tract 29640-7" recorded October 21, 2003 as Instrument No. 2003-826818 of Official Records. By and between the City of Murrieta, a Municipal Corporation and Lennar Homes of California, Inc.

Reference is made to said document for full particulars.

72. The terms and provisions contained in the document entitled "Agreement for the Construction of Sewer System Improvements-Tract 29640-7" recorded October 21, 2003 as Instrument No. 2003-826819 of Official Records. By and between the City of Murrieta, a Municipal Corporation and Lennar Homes of California, Inc.

Reference is made to said document for full particulars.

73. An easement for public utilities and incidental purposes, recorded November 19, 2003 as Instrument No. 2003-912999 of Official Records.
In Favor of: Southern California Edison Company, a corporation, its
successors and assigns
Affects: Said land

74. The terms and provisions contained in the document entitled "Notice of Builders' Election for Handling of Construction Claims Pursuant to California Civil Code Section 895 Et Seq" recorded December 17, 2003 as Instrument No. 2003-985449 of Official Records. Executed by Lennar Greer Ranch Venture, LLC

Said notice provides that violation thereof will not invalidate or impair the rights of any mortgagee or beneficiary. Reference is made to said document for full particulars

75. An easement for public utilities and incidental purposes, recorded March 24, 2004 as Instrument No. 2004-0205964 of Official Records.
In Favor of: Southern California Edison Company, a corporation
Affects: As described therein
76. An easement for public utilities and incidental purposes, recorded March 24, 2004 as Instrument No. 2004-0205981 of Official Records.
In Favor of: Southern California Edison Company, a corporation
Affects: As described therein

77. An easement for public utilities and incidental purposes, recorded April 21, 2004 as Instrument No. 2004-0291137 of Official Records.
In Favor of: Southern California Edison Company, a corporation
Affects: As described therein
78. An easement for public utilities and incidental purposes, recorded July 9, 2004 as Instrument No. 2004-0532991 of Official Records.
In Favor of: Verizon California, Inc., a corporation
Affects: WITHIN 3.00 FEET OF ALL SIDE LOT LINES, EXCEPT SUCH LINES AS COINCIDE WITH BOUNDARY LINES OF STREETS AND A NON-EXCLUSIVE EASEMENT WITHIN THOSE PORTIONS DELINEATED AS PUBLIC UTILITY EASEMENTS AND WITHIN THOSE AREAS DELINEATED AS PUBLIC AND/OR PRIVATE STREETS, ALL LYING WITHIN SAID TRACT.

ALSO VARIOUS STRIPS OF LAND EACH 5.00 FEET IN WIDTH, LYING WITHIN ALL THOSE LOTS BOUNDED ON ONE OR MORE SIDES BY STREETS, ALLEYS OR HIGHWAY;
SAID 5.00 FOOT STRIPS OF LAND SHALL, IN ALL CASES BE COINCIDENTAL WITH THE EXTERIOR RIGHT-OF-WAY LINES OF SAID STREETS, ALLEYS OR HIGHWAYS SAID LOTS ARE SHOWN ON MAP OF SAID TRACT.
79. An easement for public utilities and incidental purposes, recorded July 9, 2004 as Instrument No. 2004-0532992 of Official Records.
In Favor of: Verizon California, Inc., a corporation
Affects: WITHIN 3.00 FEET OF ALL SIDE LOT LINES, EXCEPT SUCH LINES AS COINCIDE WITH BOUNDARY LINES OF STREETS AND A NON-EXCLUSIVE EASEMENT WITHIN THOSE PORTIONS DELINEATED AS PUBLIC UTILITY EASEMENTS AND WITHIN THOSE AREAS DELINEATED AS PUBLIC AND/OR PRIVATE STREETS, ALL LYING WITHIN SAID TRACT.

ALSO VARIOUS STRIPS OF LAND EACH 5.00 FEET IN WIDTH, LYING WITHIN ALL THOSE LOTS BOUNDED ON ONE OR MORE SIDES BY STREETS, ALLEYS OR HIGHWAY;
SAID 5.00 FOOT STRIPS OF LAND SHALL, IN ALL CASES BE COINCIDENTAL WITH THE EXTERIOR RIGHT-OF-WAY LINES OF SAID STREETS, ALLEYS OR HIGHWAYS SAID LOTS ARE SHOWN ON MAP OF SAID TRACT.

80. An easement for public utilities and incidental purposes, recorded August 13, 2004 as Instrument No. 2004-0635057 of Official Records.

In Favor of: Verizon California, Inc., a corporation

Affects: WITHIN 3.00 FEET OF ALL SIDE LOT LINES, EXCEPT SUCH LINES AS COINCIDE WITH BOUNDARY LINES OF STREETS AND A NON-EXCLUSIVE EASEMENT WITHIN THOSE PORTIONS DELINEATED AS PUBLIC UTILITY EASEMENTS AND WITHIN THOSE AREAS DELINEATED AS PUBLIC AND/OR PRIVATE STREETS, ALL LYING WITHIN SAID TRACT.

ALSO VARIOUS STRIPS OF LAND EACH 5.00 FEET IN WIDTH, LYING WITHIN ALL THOSE LOTS BOUNDED ON ONE OR MORE SIDES BY STREETS, ALLEYS OR HIGHWAY; SAID 5.00 FOOT STRIPS OF LAND SHALL, IN ALL CASES BE COINCIDENTAL WITH THE EXTERIOR RIGHT-OF-WAY LINES OF SAID STREETS, ALLEYS OR HIGHWAYS SAID LOTS ARE SHOWN ON MAP OF SAID TRACT.

81. Covenants, conditions, restrictions and easements in the document recorded October 25, 2002 as Instrument No. 2002-605521 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or applicable state law. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

A declaration of annexation recorded June 29, 2005 as Instrument No. 2005-0517652 of Official Records, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate 42 U.S.C. §3604(c) or applicable state law. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

THE FOLLOWING MATTERS AFFECT PARCELS D AND E:

82. General and special taxes and assessments for the fiscal year 2008-2009.

First Installment:	\$86.88, PAID
Penalty:	\$0.00
Second Installment:	\$86.88, PAYABLE
Penalty:	\$28.66
Tax Rate Area:	024-277
A. P. No.:	392-170-048-4

83. The lien of defaulted taxes for the fiscal year 2006-2007, and any subsequent delinquencies.

Tax Rate Area:	024-277
A. P. No.:	392-170-048-4
Amount to redeem:	\$275.72
Valid through:	February 28, 2009

Amount to redeem: \$278.31
Valid through: March 31, 2009

84. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District No. 2000-1 (Greer Ranch), as disclosed by Notice of Special Tax Lien recorded June 4, 2001 as Instrument No. 2001-249091 of Official Records.
85. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District No. 2003-2 (Greer Ranch) of Elsinore Valley Municipal Water District, as disclosed by Notice of Special Tax Lien recorded August 29, 2003 as Instrument No. 2003-670058 of Official Records.
86. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
87. Water rights, claims or title to water, whether or not shown by the public records.
88. The effect of an Environment Constraint Note on Parcel Map #16669 in Book 105 Page 66 of Parcel Maps, stating that a environmental constraint sheet affecting this map is on file in the office of the Riverside County Surveyor.
89. An easement shown or dedicated on the Map as referred to in the legal description

For: roads and public utilities and incidental purposes.

Affects Lots C and D of Parcel Map No. 16669.
90. An offer of dedication for highway and road purposes and incidental purposes, recorded January 20, 1984 as Instrument No. 12852 of Official Records.

To: The County of Riverside

Affects The northerly 20.00 feet of the southerly 50.00 feet of Parcel 4 of Parcel Map No. 16669.
91. An easement shown or dedicated on the Map as referred to in the legal description

For: streets and public utilities and incidental purposes.

Affects Lots A and B of Parcel Map No. 19249.
92. Easements for public utility purposes as shown on the maps of said tract
93. Environmental Constraint Sheets affecting all tracts are on file in the City Engineers Office, City of Murrieta
94. The lot described herein is denoted "open space" on their respective tract maps.

95. The terms and provisions contained in the document entitled "Agreement for the Placement of Survey Monuments-Tract 29640-10" recorded October 21, 2003 as Instrument No. 2003-828011 of Official Records. By and between the City of Murrieta, a Municipal Corporation and Lennar Homes of California, Inc.

Reference is made to said document for full particulars

96. The terms and provisions contained in the document entitled "Agreement for the Construction of Sewer System Improvements-Tract 29640-10" recorded October 21, 2003 as Instrument No. 2003-828012 of Official Records. By and between the City of Murrieta, a Municipal Corporation and Lennar Homes of California, Inc.

Reference is made to said document for full particulars

97. The terms and provisions contained in the document entitled "Agreement for the Construction of Water System Improvements-Tract 29640-10" recorded October 21, 2003 as Instrument No. 2003-828013 of Official Records. By and between the City of Murrieta, a Municipal Corporation and Lennar Homes of California, Inc.

Reference is made to said document for full particulars

98. The terms and provisions contained in the document entitled "Agreement for the Construction of Road/drainage Improvements-Tract 29640-10" recorded October 21, 2003 as Instrument No. 2003-828014 of Official Records. By and between the City of Murrieta, a Municipal Corporation and Lennar Homes of California, Inc.

Reference is made to said document for full particulars

99. The terms and provisions contained in the document entitled "Notice of Builders' Election for Handling of Construction Claims Pursuant to California Civil Code Section 895 Et Seq" recorded December 17, 2003 as Instrument No. 2003-985449 of Official Records. Executed by Lennar Greer Ranch Venture, LLC

Said notice provides that violation thereof will not invalidate or impair the rights of any mortgagee or beneficiary. Reference is made to said document for full particulars

100. An easement for public utilities and incidental purposes, recorded July 9, 2004 as Instrument No. 2004-0532991 of Official Records.

In Favor of: Verizon California, Inc., a corporation

Affects: WITHIN 3.00 FEET OF ALL SIDE LOT LINES, EXCEPT SUCH LINES AS COINCIDE WITH BOUNDARY LINES OF STREETS AND A NON-EXCLUSIVE EASEMENT WITHIN THOSE PORTIONS DELINEATED AS PUBLIC UTILITY EASEMENTS AND WITHIN THOSE AREAS DELINEATED AS PUBLIC AND/OR PRIVATE STREETS, ALL LYING WITHIN SAID TRACT.

ALSO VARIOUS STRIPS OF LAND EACH 5.00 FEET IN WIDTH, LYING WITHIN ALL THOSE LOTS BOUNDED ON ONE OR MORE SIDES BY STREETS, ALLEYS OR HIGHWAY; SAID 5.00 FOOT STRIPS OF LAND SHALL, IN ALL CASES BE COINCIDENTAL WITH THE EXTERIOR RIGHT-OF-WAY LINES OF SAID STREETS, ALLEYS OR HIGHWAYS SAID LOTS ARE SHOWN ON MAP OF SAID TRACT.

101. An easement for public utilities and incidental purposes, recorded July 9, 2004 as Instrument No. 2004-0532992 of Official Records.

In Favor of: Verizon California, Inc., a corporation

Affects: WITHIN 3.00 FEET OF ALL SIDE LOT LINES, EXCEPT SUCH LINES AS COINCIDE WITH BOUNDARY LINES OF STREETS AND A NON-EXCLUSIVE EASEMENT WITHIN THOSE PORTIONS DELINEATED AS PUBLIC UTILITY EASEMENTS AND WITHIN THOSE AREAS DELINEATED AS PUBLIC AND/OR PRIVATE STREETS, ALL LYING WITHIN SAID TRACT.

ALSO VARIOUS STRIPS OF LAND EACH 5.00 FEET IN WIDTH, LYING WITHIN ALL THOSE LOTS BOUNDED ON ONE OR MORE SIDES BY STREETS, ALLEYS OR HIGHWAY; SAID 5.00 FOOT STRIPS OF LAND SHALL, IN ALL CASES BE COINCIDENTAL WITH THE EXTERIOR RIGHT-OF-WAY LINES OF SAID STREETS, ALLEYS OR HIGHWAYS SAID LOTS ARE SHOWN ON MAP OF SAID TRACT.

102. An easement for public utilities and incidental purposes, recorded August 13, 2004 as Instrument No. 2004-0635057 of Official Records.

In Favor of: Verizon California, Inc., a corporation

Affects: WITHIN 3.00 FEET OF ALL SIDE LOT LINES, EXCEPT SUCH LINES AS COINCIDE WITH BOUNDARY LINES OF STREETS AND A NON-EXCLUSIVE EASEMENT WITHIN THOSE PORTIONS DELINEATED AS PUBLIC UTILITY EASEMENTS AND WITHIN THOSE AREAS DELINEATED AS PUBLIC AND/OR PRIVATE STREETS, ALL LYING WITHIN SAID TRACT.

ALSO VARIOUS STRIPS OF LAND EACH 5.00 FEET IN WIDTH, LYING WITHIN ALL THOSE LOTS BOUNDED ON ONE OR MORE SIDES BY STREETS, ALLEYS OR HIGHWAY; SAID 5.00 FOOT STRIPS OF LAND SHALL, IN ALL CASES BE COINCIDENTAL WITH THE EXTERIOR RIGHT-OF-WAY LINES OF SAID STREETS, ALLEYS OR HIGHWAYS SAID LOTS ARE SHOWN ON MAP OF SAID TRACT.

103. Covenants, conditions, restrictions and easements in the document recorded October 25, 2002 as Instrument No. 2002-605521 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or applicable state law. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

THE FOLLOWING MATTERS AFFECT PARCEL F:

104. General and special taxes and assessments for the fiscal year 2008-2009.

First Installment:	\$24.04, PAID
Penalty:	\$0.00
Second Installment:	\$24.04, PAYABLE
Penalty:	\$22.39
Tax Rate Area:	024-009
A. P. No.:	392-090-013-5

105. RESOLUTION NO. 90-570 A RESOLUTION OF THE MURRIETA FIRE PROTECTION DISTRICT ORDERING THE ANNEXATION OF AN AREA APPROVED BY THE LOCAL AGENCY FORMATION COMMISSION OF RIVERSIDE COUNTY NO. 89-26-1&3, ANNEXATION NO. 2, TO THE MURRIETA FIRE PROTECTION DISTRICT EXECUTED BY LOCAL AGENCY FORMATION COMMISSION ("LAFCO") OF RIVERSIDE COUNTY RECORDED MAY 25, 1990 AS INSTRUMENT NO. 192401, OFFICIAL RECORDS

106. RESOLUTION NO. 90-570, A RESOLUTION OF THE MURRIETA FIRE PROTECTION DISTRICT ORDERING THE ANNEXATION OF AN AREA APPROVED BY THE LOCAL AGENCY FORMATION COMMISSION OF RIVERSIDE COUNTY NO. 89-26-1&3, ANNEXATION NO. 2, TO THE MURRIETA FIRE PROTECTION DISTRICT, BY LOCAL AGENCY FORMATION COMMISSION RECORDED MAY 25, 1990 AS INSTRUMENT NO. 214359, OFFICIAL RECORDS

107. RESOLUTION NO. 90-709 CONFIRMING THE ORDER OF REORGANIZATION FOR THE MURRIETA REORGANIZATION LAFCO 88-72-1 BY LOCAL AGENCY FORMATION COMMISSION, RECORDED DECEMBER 19, 1990 AS INSTRUMENT NO. 458628, OFFICIAL RECORDS

108. RESOLUTION NO. F91-21 RESOLUTION ESTABLISHING THE SANTA ANA WATERSHED BENEFIT ASSESSMENT AREA AND AUTHORIZING THE ANNUAL LEVY OF A BENEFIT ASSESSMENT TO PAY COSTS ASSOCIATED WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM STORMWATER PERMIT FOR RESOLUTION NO. F91-14 TO ANNUALLY LEVY A BENEFIT ASSESSMENT RECORDED JUNE 10, 1991 AS INSTRUMENT NO. 193749 OF OFFICIAL RECORDS, REFERENCE BEING HEREBY MADE TO THE RECORD THEREOF FOR FULL PARTICULARS.

109. RESOLUTION NO. F91-22 RESOLUTION ESTABLISHING THE SANTA MARGARITA WATERSHED BENEFIT ASSESSMENT AREA AND AUTHORIZING THE ANNUAL LEVY OF A BENEFIT ASSESSMENT TO PAY COSTS ASSOCIATED WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM STORMWATER PERMIT FOR RESOLUTION NO. F91-14 TO ANNUALLY LEVY A BENEFIT ASSESSMENT RECORDED JUNE 10, 1991 AS INSTRUMENT NO. 193751 OF OFFICIAL RECORDS, REFERENCE BEING HEREBY MADE TO THE RECORD THEREOF FOR FULL PARTICULARS.

110. RESOLUTION NO. 92-169 REPEALING RESOLUTION NO. 92-050 OF THE COUNTY OF RIVERSIDE, APPROVING THE ESTABLISHMENT OF THE SOUTHWEST AREA ROAD AND BRIDGE BENEFIT DISTRICT AND ESTABLISHING THE FEE SCHEDULE FOR APPROVED THOROUGHFARES AND BRIDGES BY BOARD OF SUPERVISORS RECORDED APRIL 17, 1992 AS INSTRUMENT NO. 92-137846, OFFICIAL RECORDS

111. RESOLUTION NO. 92-395, ORDERING THE REORGANIZATION TO INCLUDE FORMATION OF MURRIETA COMMUNITY SERVICES DISTRICT AS A SUBSIDIARY OF THE CITY OF MURRIETA, AND DETACHMENT FROM COUNTY SERVICE AREAS 103 AND 143 AND VALLEY-WIDE RECREATION AND PARK DISTRICT BY BOARD OF SUPERVISORS RECORDED DECEMBER 2, 1992 AS INSTRUMENT NO. 92-460276, OFFICIAL RECORDS

112. RESOLUTION NO. 1482.7, A RESOLUTION OF THE BOARD OF DIRECTORS OF EASTERN MUNICIPAL WATER DISTRICT ADJUSTING THE BOUNDARIES OF DIRECTORS DIVISIONS FIRST, SECOND, THIRD, FOURTH, AND FIFTH OF EASTERN MUNICIPAL WATER DISTRICT BY BOARD OF DIRECTORS OF EASTERN MUNICIPAL WATER DISTRICT, RECORDED MAY 3, 1996 AS INSTRUMENT NO. 96-161636, OFFICIAL RECORDS
113. SAID PROPERTY LIES WITHIN THE BOUNDARIES OF COMMUNITY FACILITIES NO. 2000-1, CITY OF MURRIETA, AS DISCLOSED BY DOCUMENT RECORDED DECEMBER 15, 1999 AS INSTRUMENT NO. 1999-541685, OFFICIAL RECORDS.
114. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District No. 2001-1 of the Murrieta Valley Unified School District, as disclosed by Notice of Special Tax Lien recorded April 30, 2001 as Instrument No. 2001-183130 of Official Records.
115. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for City of Murrieta Communities Facilities District No. 2000-1 (Greer Ranch), as disclosed by Notice of Special Tax Lien recorded June 4, 2001 as Instrument No. 2001-240091 of Official Records.
116. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District No. 2003-2 (Greer Ranch) of Elsinore Valley Municipal Water District, as disclosed by Notice of Special Tax Lien recorded August 29, 2003 as Instrument No. 2003-670058 of Official Records.
117. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
118. Water rights, claims or title to water, whether or not shown by the public records.
119. 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, AND THE RESERVATION FROM THE LANDS THEREBY GRANTED OF A RIGHT OF WAY THEREON FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS CONTAINED IN THE PATENT FROM UNITED STATES OF AMERICA TO JAMES W. HELLON, AND RECORDED APRIL 20, 1897 IN BOOK 2 PAGE 44 OF PATENTS, RIVERSIDE COUNTY RECORDS
120. An easement for public utilities and incidental purposes, recorded November 16, 1962 as Book 3261 Page 174 as Instrument No. 106161 of Official Records.
 In Favor of: California Water and Telephone Company
 Affects: As described therein
121. An easement for underground conduits and incidental purposes, recorded February 23, 1983 as Instrument No. 34342 of Official Records.
 In Favor of: Southern California Edison Company, a corporation
 Affects: ALL STREETS, ALLEYS, HIGHWAYS AND PUBLIC PLACES AND WITHIN 6 FEET OF ALL FRONT AND REAR LOT LINES, ALSO WITHIN 4 FEET OF ALL SIDE LOT LINES, AS SHOWN ON PARCEL MAP NO. 17508, ON FILE IN BOOK 12 PAGES 87 THROUGH 92 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

The terms and provisions contained in the document entitled "Partial Quitclaim Deed of Easement" recorded June 7, 2002 as Instrument No. 2002-312661 of Official Records. Executed by Southern California Edison Company, a corporation

122. THE EFFECT OF AN ENVIRONMENTAL CONSTRAINT NOTE ON PARCEL MAP #17508 IN BOOK 112 PAGES 87 THROUGH 92 OF PARCEL MAP, STATING THAT A ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR

123. An easement shown or dedicated on the Map as referred to in the legal description

For: road and public utilities and incidental purposes.

Affects Road areas as shown on Parcel Map 17508.

124. An easement for pole lines and conduits or underground facilities and incidental purposes, recorded November 13, 1986 as Instrument No. 288325 of Official Records.

In Favor of: Southern California Edison Company

Affects: A portion of said land

125. The terms and provisions contained in the document entitled "Drainage Agreement" recorded November 16, 1989 as Instrument No. 402868 of Official Records. By and between Daniel F. Hollingsworth and Joan C. Hollingsworth; Cal Oaks Investors-89, L.P., a California Limited Partnership and Coleman-Clinton Keith Road L.P., a California Limited Partnership

126. The terms and provisions contained in the document entitled "Slope and Drainage Agreement" recorded May 21, 1990 as Instrument No. 186115 of Official Records. By and between Daniel F. Hollingsworth and Joan C. Hollingsworth; Cal Oaks Investors-89, L.P., a California Limited Partnership and Coleman-Clinton Keith Road L.P., a California Limited Partnership

Reference is made to said document for full particulars

127. An easement for drainage and incidental purposes, recorded October 4, 2000 as Instrument No. 2000-392322 of Official Records.

In Favor of: Murrieta Estates, LLC, a California Limited Liability Company

Affects: A portion of said land

128. The terms and provisions contained in the document entitled "Road Maintenance Agreement" recorded January 12, 2001 as Instrument No. 2001-015407 of Official Records. By and between Daniel F. Hollingsworth and Joan C. Hollingsworth, husband and wife and American Tower Management, Inc., a Delaware Corporation

Reference is made to said document for full particulars

129. An easement for public utilities and incidental purposes, recorded November 16, 2001 as Instrument No. 2001-568669 of Official Records.

In Favor of: Lennar Greer Ranch Venture, LLC, a California Limited Liability Company

Affects: As described therein

130. An easement for street and public utility and incidental purposes, recorded August 23, 2003 as Instrument No. 2003-655527 of Official Records.
 In Favor of: City of Murrieta, a Municipal Corporation
 Affects: As described therein
131. An easement for storm drain and incidental purposes, recorded August 26, 2003 as Instrument No. 2003-655528 of Official Records.
 In Favor of: City of Murrieta, a Municipal Corporation
 Affects: As described therein

THE FOLLOWING MATTERS AFFECT PARCEL G:

132. General and special taxes and assessments for the fiscal year 2008-2009.
- | | |
|---------------------|------------------|
| First Installment: | \$80.88, PAID |
| Penalty: | \$0.00 |
| Second Installment: | \$80.88, PAYABLE |
| Penalty: | \$28.05 |
| Tax Rate Area: | 024-277 |
| A. P. No.: | 392-200-078-3 |
133. The lien of defaulted taxes for the fiscal year 2006-2007, and any subsequent delinquencies.
- | | |
|-------------------|-------------------|
| Tax Rate Area: | 024-277 |
| A. P. No.: | 392-200-078-3 |
| Amount to redeem: | \$442.67 |
| Valid through: | February 28, 2009 |
| Amount to redeem: | \$447.14 |
| Valid through: | March 31, 2009 |
134. The following matters shown or disclosed by the filed or recorded map of Tract No. 29640-10: We also hereby reserve Lots 69 through 74 indicated as "open space" for private use for the sole benefit of ourselves, our successors, assignees, and lot owners within this tract.
135. The Terms, Provisions and Easement(s) contained in the document entitled "Notice of Builders' Election for Handling of Construction Claims Pursuant to California Civil Code Section 895 Et Seq." recorded December 17, 2003 as Instrument No. 2003-985449 of Official Records.
136. An easement for maintenance of the fuel modification zones and incidental purposes, recorded September 16, 2005 as Instrument No. 2005-0768135 of Official Records.
 In Favor of: Greer Ranch Community Association, a California Nonprofit,
 Mutual Benefit Corporation
 Affects: As described therein

THE FOLLOWING MATTERS AFFECT ALL PARCELS:

137. ANY RIGHTS, INTERESTS, OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS
138. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.

139. With respect to Lennar Greer Ranch Venture, a California Limited Liability Company, a limited liability company:
- a. A copy of its operating agreement and any amendments thereto;
 - b. If it is a California limited liability company, that a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) be recorded in the public records;
 - c. If it is a foreign limited liability company, that a certified copy of its application for registration (LLC-5) be recorded in the public records;
 - d. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, that such document or instrument be executed in accordance with one of the following, as appropriate:
 - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such document must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
 - e. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require

***** END OF REPORT *****

***** NOTES *****

1. Notice of change in ownership recording procedure

Effective July 1, 1985, pursuant to a new state law (Section 480.3 of the Revenue and Taxation Code), all Deeds and other Documents that reflect a change in ownership must be accompanied by a Preliminary Change of Ownership Report to be completed by the transferee.

If this special report is not presented at the time of recording, an additional recording fee of \$20.00, as required by law, will be charged.

Preliminary Change in Ownership forms, instructions on how to complete them, and a non-exclusive list of documents that are affected by this change, are available from the County Recorder's Office or the Office of the County Assessor.

2. Pursuant to Section 12413.1 of the insurance code funds deposited in escrow must be held for the following time periods before they can be disbursed:

1. Cash or wired funds--available or immediate dispersal after deposit in bank or confirmation of receipt in account. Bear in mind that Cash will be accepted from customers only under special circumstances as individually approved by management.
2. Cashier checks, certified checks, tellers checks--next day available funds.
3. All other checks must be held in accordance with regulation CC adopted by the Federal Reserve Board of Governors before they must be disbursed.
4. Drafts must be collected before they may be disbursed.

North American Title Company will not be responsible for accruals of interest or other charges resulting from compliance with the disbursement restrictions imposed by state law.

For Your Information, Our Wire Instructions Are:

Wire To:

Comerica Bank
2321 Rosecrans Ave, Ste 5000
El Segundo, CA 90245

Credit the Account of:

North American Title Company
Bank Account No.: 1891528299 ABA No.: 121137522
Escrow No. 7006550-27

ACH FUNDS - Automatic Clearing House

North American Title Company will not accept funds in the form of ACH transfers.

Be sure to reference our order number and Title Officer name.

Should this office be required to wire funds out at close of escrow, please be informed that wiring instructions should be received as soon as possible, but no later than the following times.

Wires outside the State of California:

11:00 A.M. ON DATE OF WIRE

Wires within the State of California:

12:00 P.M. ON DATE OF WIRE

Effective January 1, 1991

A service charge of \$25.00 will be assessed for all funds disbursed by this Company by wire.

3. Payoff Requirement

If any of the deeds of trust shown in this Preliminary Report secures a revolving credit loan, this Company will require prior to closing that:

1. The Borrower provide authorization to the Lender to freeze the loan from further disbursements and that we be provided with proof that the account has been frozen and the effective date of the freeze.
 2. All unused checks, voided checks and/or credit cards be submitted to this Company.
 3. There are no outstanding checks unpaid.
 4. Should the Company be unable to ascertain that one or more of the above have not been complied with, we will withhold from the proceeds the maximum amount of the loan obligation until such time as we may verify that the payoff was sufficient to obtain a full reconveyance.
4. This report is incomplete. We will require a statement of information from the parties indicated below, five (5) days prior to closing, 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.

Borrower:

Seller:

All Parties:

NOTE: The statement of information is necessary to complete the search and examination of Title under this order. Any Title Search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the Parties, but in fact affect another Party with the same or similar name.

Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

5. North American Title Company, Inc.'s charges for recording the transaction documents include charges for services performed by North American Title Company, Inc., in addition to an estimate of payments to be made to governmental agencies.
6. If North American Title Company is asked to hold money for taxes at the close of escrow, written approval by the Borrower/Seller must be submitted prior to closing.
7. The map attached, if any, may or may not be a survey of the land depicted hereon. North American Title Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

NORTH AMERICAN TITLE COMPANY

2100 S.E. Main St., Suite 450, Irvine, CA 92614

(949)419-9400

Fax: (949)251-1766 Email:

Attention:

Your Ref:

Our Order No.: 7006550-27

LENDERS SUPPLEMENTAL REPORT

Dated as of January 19, 2009 AT 7:30 A.M.

Title Officer: Randy Dean

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

Our ALTA Loan Policy, when issued, will contain Endorsement Nos. 100 and 116.

There is located on said land a Vacant Land

Known as:

City of Murrieta

County of Riverside

State of California.

Privacy Policy Notice

We at the North American Title Group family of companies take your privacy very seriously. This Notice is being given on behalf of each of the companies listed below¹ (the "North American Title Companies"), as well as on behalf of North American Advantage Insurance Services, LLC. It explains our policy regarding the personal information of our customers and our former customers.

OUR PRIVACY POLICIES AND PRACTICES

The North American Title Companies

1. **Information North American Title Companies collect, and the sources from which we collect it:** On forms related to your real estate transaction, North American Title Companies collect personal information that you, our affiliates or third parties have provided to us, such as, for example, your name, address, and sale price of your home. All of the information that we collect is referred to in this notice as "NAT Collected Information".
2. **What information North American Title Companies disclose to our affiliates:** From time to time, as permitted by law, the North American Title Companies may share NAT Collected Information with each other and with North American Advantage Insurance Services, LLC ("NAAIS") about customers and former customers. You may ask us not to share NAT Collected Information among the North American Title Companies and NAAIS by writing to us and letting us know at: North American Title Group, Inc., Attention: Corporate Affairs, 700 NW 107th Avenue, Suite 300, Miami, FL 33172. Your request will not affect NAT Collected Information that the North American Title Companies are otherwise permitted by law to share, such as, in certain circumstances, NAT Collected Information related to our experiences and transactions with you.
3. **What information North American Title Companies disclose to third parties:**
 - If permitted by federal law and the law of your state, we may disclose some or all of the following information to companies that perform marketing services on our behalf and to certain unaffiliated insurance companies with whom we have joint marketing agreements: your name, current address, purchased property address, and closing date.
 - We also may share NAT Collected Information about customers and former customers with other unaffiliated third parties, as permitted by law. For example, NAT Collected Information may be shared in certain circumstances (A) with companies involved in servicing or processing your account (B) with insurance regulatory authorities, and (C) with law enforcement officials, to protect against fraud or other crimes.
4. **Your right to access your personal information:** You have the right to review your personal information that we have on record about you. If you wish to review that information, please contact the local North American Title Company office identified on the title insurance product to which this notice is attached or where you received this notice and give us a reasonable time to make that information available to you. If you believe any information is incorrect, notify us, and if we agree, we will correct it. If we disagree, we will advise you in writing why we disagree.

North American Advantage Insurance Services, LLC

1. **Information North American Advantage Insurance Services, LLC ("NAAIS") collect and sources from which we collect it:** NAAIS collects personal information about you from you, our affiliates, or third parties on forms related to your transaction with NAAIS or a North American Title Company, such as your name, address, or information about the property that is or will be insured. We also receive information from companies, which compile and distribute public records. All of the information that NAAIS collects, as described in this paragraph, is referred to in this notice as "NAAIS Collected Information."
2. **Information NAAIS may disclose to its affiliates or third parties:** NAAIS may disclose NAAIS Collected Information about you or others without your permission as permitted or required by law, including to the following types of institutions for the reasons described:
 - To a third party or an affiliate if the disclosure will enable that party to perform a business, professional or insurance function for us in connection with an insurance transaction involving you.

- To an insurance institution, agent, or credit reporting agency in order to detect or prevent criminal activity, fraud or misrepresentation in connection with an insurance transaction.
- To an insurance institution, agent, or credit reporting agency for either this agency or the entity to whom we disclose the information to perform a function in connection with an insurance transaction involving you.
- To an insurance regulatory authority, law enforcement, or other governmental authority in order to protect our interests in preventing or prosecuting fraud, or if we believe that you have conducted illegal activities.

3. **Your right to access and amend your personal information:** You have the right to request access to the personal information that we record about you. Your right includes the right to know the source of the information and the identity of the persons, institutions or types of institutions to whom we have disclosed such information within two (2) years prior to your request. Your right includes the right to view such information and copy it in person, or request that a copy of it be sent to you by mail (for which we may charge you a reasonable fee to cover our costs). Your right also includes the right to request corrections, amendments or deletions of any information in our possession. The procedures that you must follow to request access to or an amendment of your information are as follows:

To obtain access to your information: You should submit a request in writing to: North American Title Group, Inc., Attention: Corporate Affairs, 700 NW 107th Avenue, Suite 300, Miami, FL 33172. The request should include your name, address, social security number, telephone number, and the recorded information to which you would like access. The request should state whether you would like access in person or a copy of the information sent to you by mail. Upon receipt of your request, we will contact you within 30 business days to arrange providing you with access in person or the copies that you have requested.

To correct, amend, or delete any of your information: You should submit a request in writing to: North American Title Group, Inc., Attention: Corporate Affairs, 700 NW 107th Avenue, Suite 300, Miami, FL 33172. The request should include your name, address, social security number, telephone number, the specific information in dispute, and the identity of the document or record that contains the disputed information. Upon receipt of your request, we will contact you within 30 business days to notify you either that we have made the correction, amendment or deletion, or that we refuse to do so and the reasons for the refusal, which you will have an opportunity to challenge.

SECURITY PROCEDURES

We restrict access to NAT Collected Information and NAAIS Collected Information about you to individuals who need to know such information in order to provide you with your product or service. We maintain physical, electronic and procedural safeguards to protect NAT Collected Information and NAAIS Collected Information about you.

CHANGES TO OUR PRIVACY POLICY

This Notice reflects our privacy policy as of February 1, 2008. We reserve the right to change, modify or amend this policy at any time. Please check our Privacy Policy periodically for changes.

¹The North American Title Group Family of Companies are: North American Title Company, North American Title Insurance Company, North American Title Alliance, LLC, North American Title Florida Alliance, LLC, North American Services, LLC, North American Exchange Company, North American Title Agency, North American Abstract Agency and North American Legal Services, L.L.C.

ACKNOWLEDGEMENT

Your receipt of a copy of the preliminary report, commitment, your policy of insurance, or escrow documents accompanied by this Notice will constitute your acknowledgment of receipt of this Privacy Policy Notice.

Exhibit A (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 protectionThis 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.

**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 protectionThis 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 AOR
 - in streets, alleys, or waterways that touch your landThis 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 of equitable subordination; or
 - (ii) 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 forms 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
4. (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of 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 forms 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 Instructions:

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 making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

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

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE

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

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

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)

EXCLUSIONS FROM COVERAGE

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

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

NATCO NOTES:

DON'T DELAY YOUR CLOSE OF ESCROW! IF ANY OF THE FOLLOWING ITEMS AFFECT YOUR TRANSACTION, PLEASE NOTIFY YOUR ESCROW OFFICER AS SOON AS POSSIBLE.

I. Ongoing Construction

The Title Company will require, as a minimum, the following prior to insuring:

- A. Valid Notice of Completion verified by inspection and expiration of 60 days from recordation of said notice or;
- B. Approved Indemnities from Borrower/Seller, approved financial statement not over one year old and a waiver of lien rights from the general contractor.
- C. The Title Company may also require proof of payment of subcontractors, indemnity and financial statement from the general contractor, a copy of the contract and the with-holding of a sum of money, to cover the contract until the mechanics lien period has expired, with which to pay filed mechanics liens, or other assurances to be determined on a case by case basis.

II. Bankruptcy

The Title Company will require, as a minimum, the following prior to insuring:

- A. The bankruptcy case be closed or,
- B. An order from the bankruptcy court verifying the transaction, with a demand placed into escrow by the trustee.
- C. Escrow may not close until 15 days have elapsed from the order and the file has been checked to verify that there are no objections to said order.

III. Abstracts of Judgment, Liens, Tax Liens

The Title Company will require, as a minimum, the following prior to insuring:

- A. Proof that the buyer/seller is not the same party as on the recorded liens.
- B. This is accomplished by the buyer/seller/borrower completely filling out and signing a statement of information.
- C. The items are to be paid off in escrow.
- D. The items are to be subordinated to the new transaction.

IV. Community Property

California is a community property state:

- A. A quitclaim from one spouse to another must specifically quitclaim any community property interest.
- B. An interlocutory decree of divorce specifically granting the property to one spouse is sufficient if a final decree is issued and recorded in the county.

DID YOU KNOW?

Any of the following situations could cause a substantial delay in close of escrow. The earlier we are made aware of potential problems, the earlier the issues can be dealt with to ensure a smooth and timely close of your transaction.

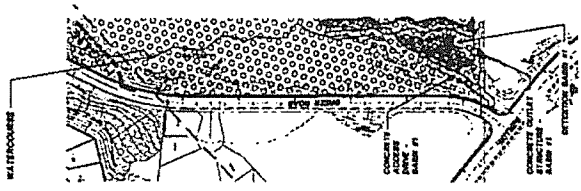
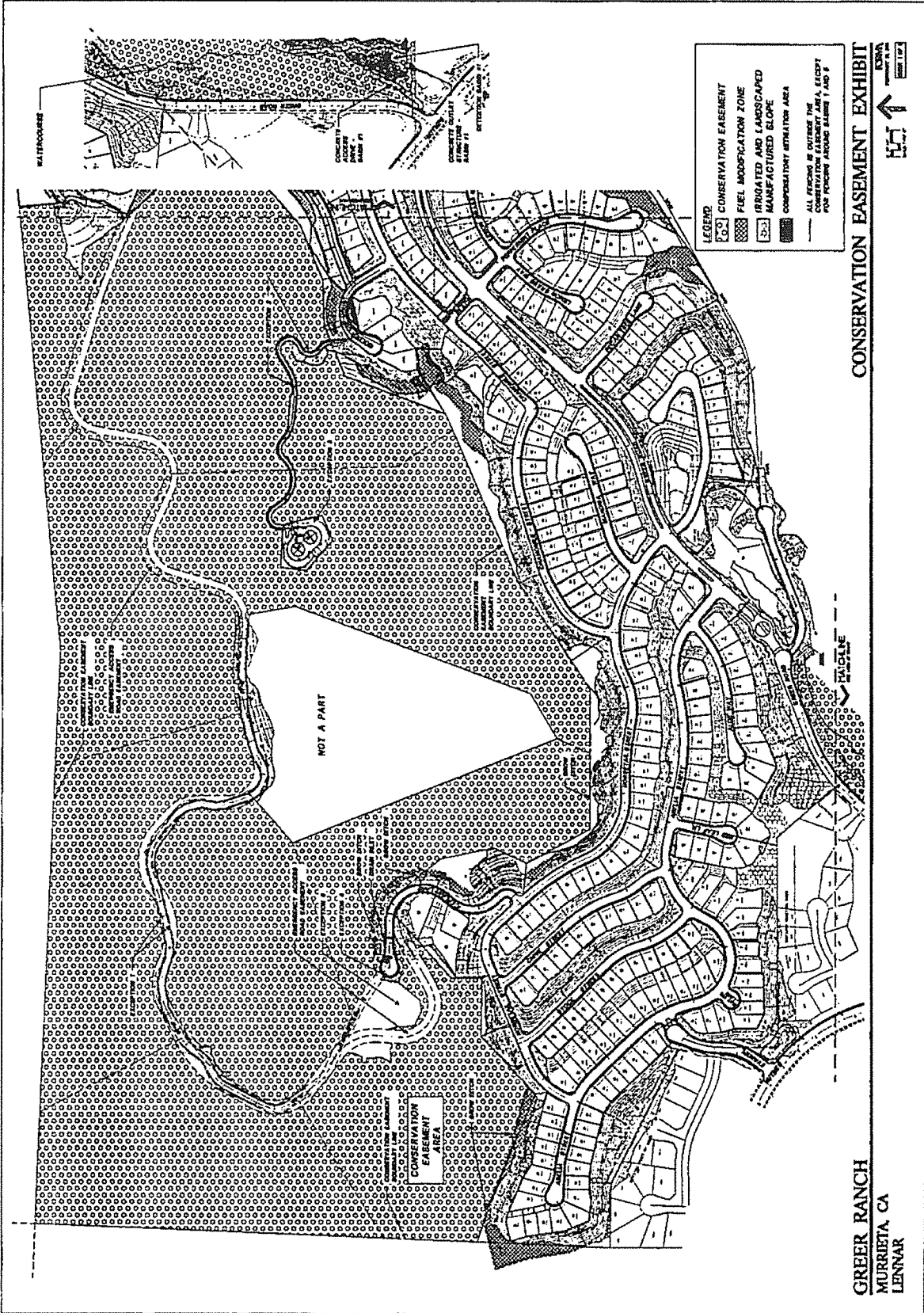
- Are your principals trying to accomplish a tax deferred exchange? If so, have they chosen an intermediary and who is it?
- Will any of the principals be using a Power of Attorney?
- Are any of the vested owners deceased or in any way incapacitated?
- Do all of the principals who will be signing have a current photo I.D. or Driver's License?
- Are the sellers of this transaction residents of California?
- Has there been a change in marital status of any of the vested owners or will we be adding anyone to title, i.e. co-signers, additional insured, etc.?
- Is the property currently vested in a trust or will the new buyer/borrower vest in a trust?
- Are any of the trustees of the trust deceased or incapacitated?
- Will this transaction involve a short sale?
- Will there be a new entity formed, i.e. partnership, corporation?
- Will all of the principals be available to sign or will we be Federal Expressing documents to another state/country? If so, where?

If you have any other information which may be useful to us, please contact your escrow officer as soon as possible. Our goal is to make your transaction as easy and trouble-free as possible. We appreciate your business and hope that you find North American Title Company your company of choice for all of your title and escrow needs.

Exhibit E

Map of the major, distinct natural features on the Property

[See Attached]



- LEGEND**
- [Circular pattern symbol] CONSERVATION EASEMENT
 - [Cross-hatch symbol] FUEL MODIFICATION ZONE
 - [Diagonal lines symbol] BRIGATED AND LANDSCAPED MANUFACTURED SLOPE
 - [Dotted pattern symbol] COMPLEMENTARY RETENTION AREA
- ALL OTHERS OF OFFERS FOR CONSERVATION EASEMENT AREA, EXCEPT FOR PARCELS AROUND BLANKET 1 AND 9

NOT A PART

CONSERVATION EASEMENT AREA

CONSERVATION EASEMENT EXHIBIT

GREER RANCH
 MURRIETA, CA
 LENNAR



Exhibit F

Annual Inspection Report Form

ELSINORE-MURRIETA-ANZA RESOURCE CONSERVATION DISTRICT

PART I – EASEMENT MANAGEMENT ACTIVITIES

(All actions shall be undertaken at the discretion of the EMARCD, as deemed necessary, a minimum of one time per year.)

Time period covering _____ to _____
dd/mm/yy dd/mm/yy

1. REMOVAL OF TRASH OR MAN MADE DEBRIS:

Date(s) Performed: _____

Corrective Action/Response Taken: _____

2. INVASIVE WEED CONTROL (includes removal of parasitic (as it relates to the health of the host plant) and non-native or exotic plants or animal species):

Date(s) Performed: _____

Corrective Action/Response Taken: _____

3. CHECK FOR USE OF EASEMENT AREA INCONSISTENT WITH THE TERMS OF THE CONSERVATION EASEMENT (See Part II):

Date(s) Performed: _____

Corrective Action/Response Taken: _____

Additional

Notes: _____

PART II

PROHIBITED ACTIVITIES

		(Circle One)	
	NOT OBSERVED	OBSERVED	N/A
1. Supplemental Watering			
<hr/> <hr/> <hr/> <hr/>			

(If observed, describe corrective action or response taken)

2. Use of herbicides, pesticides, biocides, fertilizers, or other agricultural chemicals, except as vector control or to control invasive plant species.	NOT OBSERVED	OBSERVED	N/A
<hr/> <hr/> <hr/> <hr/>			

(If observed, describe corrective action or response taken)

3. Fire Protection activities.	NOT OBSERVED	OBSERVED	N/A
<hr/> <hr/> <hr/> <hr/>			

(If observed, describe corrective action or response taken)

4. Off-Road Vehicle use.	NOT OBSERVED	OBSERVED	N/A
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(If observed, describe corrective action or response taken)

5.	Grazing or agriculture.	NOT OBSERVED	OBSERVED	N/A
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(If observed, describe corrective action or response taken)

6.	Horseback riding, bicycling, hunting or fishing.	NOT OBSERVED	OBSERVED	N/A
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(If observed, describe corrective action or response taken)

7.	Construction or placement of any building, billboard or sign.	NOT OBSERVED	OBSERVED	N/A
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(If observed, describe corrective action or response taken)

8.	Dumping or accumulation of trash.	NOT OBSERVED	OBSERVED	N/A
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(If observed, describe corrective action or response taken)

9.	Planting of non-native plants.	NOT OBSERVED	OBSERVED	N/A
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(If observed, describe corrective action or response taken)

10.	Excavation or extraction of minerals/soil.	NOT OBSERVED	OBSERVED	N/A
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(If observed, describe corrective action or response taken)

11.	Recent alterations of topography/grading.	NOT OBSERVED	OBSERVED	N/A
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(If observed, describe corrective action or response taken)

12.	Recently removed or destroyed trees or shrubs.	NOT OBSERVED	OBSERVED	N/A
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(If observed, describe corrective action or response taken)

13.	Activities detrimental to water quality.	NOT OBSERVED	OBSERVED	N/A
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(If observed, describe corrective action or response taken)

Additional Notes:

Upon request, this annual report is to be filed with the United States Army Corps of Engineers and/or United States Fish and Wildlife Service within two months of the end of the monitoring year.



**PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

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

www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

Date: 10/28/2015

Signature: *Claudia Bewley*

Print Name: Claudia Bewley, Staff Assistant