

# **Exhibit E**

## **Real Estate Records and Assurances**

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## **Exhibit E-1**

**Preliminary Title Report, Legal Description, and Parcel Map(s)**



# Chicago Title Company

Builders Services Division  
2365 Northside Drive, Suite 500, San Diego, CA 92108 (619) 521-3400

**Title Department:**

Chicago Title Company  
Attn: Tom Votel/Ken Cyr  
Email: [votelt@ctt.com](mailto:votelt@ctt.com) & [ken.cyr@ctt.com](mailto:ken.cyr@ctt.com)  
Phone: (619) 521-3553 & (619) 521-3555  
Fax: (619) 521-3608  
Order No.: 930023849-U50

**Customer:**

Wildlands  
Attn: Paul Sherman  
Email: [psherman@wildlandsinc.com](mailto:psherman@wildlandsinc.com)  
Phone: (916) 435-3555  
Reference No.: SLRMB

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## THIRD AMENDED PRELIMINARY REPORT

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Property Address: Conservation Easement

Dated as of: July 10, 2014 at 7:30 am

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

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

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

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company

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

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

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY

## **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:

Wildlands SLR Holdings I, LLC, a Delaware limited liability company

3. The land referred to in this report is situated in the State of California, County of San Diego and is described in the Legal Description, attached hereto:

END OF SCHEDULE A

**SCHEDULE A**  
(continued)

A PORTION PARCEL "B" OF THAT CERTAIN LOT LINE ADJUSTMENT AND CERTIFICATE OF COMPLIANCE NO. PLA 11-00004 IN THE CITY OF OCEANSIDE, RECORDED ON NOVEMBER 23, 2011, AS DOCUMENT NO. 2011-0628785, IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "B"; THENCE, ALONG THE SOUTH LINE OF SAID PARCEL "B", SOUTH 47°27'16" EAST 100.22 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING A POINT OF CUSP WITH A 150 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST, THE RADIAL TO SAID POINT BEARS SOUTH 42°32'44" WEST; THENCE, LEAVING SAID SOUTH LINE, NORTHWEST ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°48'23" A DISTANCE OF 125.16 FEET; THENCE NORTH 00°21'07" EAST 258.73 FEET; NORTH 26°55'01" EAST 55.90 FEET; NORTH 00°21'07" EAST 24 7.4 8 FEET TO THE BEGINNING OF A 75.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 99°29'54" A DISTANCE OF 130.24 FEET TO THE BEGINNING OF A NON-TANGENT REVERSE 1212.00 FOOT RADIUS CURVE CONCAVE TO THE NORTH, THE RADIAL TO SAID POINT BEARS NORTH 09°49'45" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°25'44" A DISTANCE OF 368.68 FEET; THENCE, NON-TANGENT TO SAID CURVE, SOUTH 01°28'17" EAST 4 0.12 FEET; THENCE NORTH 88°31'43" EAST 20.00 FEET; THENCE NORTH 01°30'20" WEST 42.43 FEET TO A POINT ON A NON-TANGENT 1,212.00 FOOT RADIUS CURVE CONCAVE TO THE NORTH, THE RADIAL TO SAID POINT BEARS NORTH 08°33'01" WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°14'36" A DISTANCE OF 174.37 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL "B"; THENCE, ALONG SAID NORTH LINE NON-TANGENT TO SAID CURVE, SOUTH 88°17'35" EAST 325.00 FEET; THENCE, CONTINUING ALONG SAID NORTH LINE, SOUTH 54°41'47" EAST 150.00 FEET; THENCE SOUTH 88°17'35" EAST 110.28 FEET; THENCE, LEAVING SAID NORTH LINE, SOUTH 02°52'03" WEST 64.63 FEET; THENCE SOUTH 87°08'48" EAST 20.00 FEET; THENCE NORTH 02°52'03" EAST 65.03 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL "B"; THENCE, ALONG SAID NORTH LINE, NORTH 88°17'35" WEST 113.63 FEET; THENCE, CONTINUING ALONG SAID NORTH LINE, NORTH 70°07'54" EAST 225.71 FEET; THENCE, SOUTH 88°17'35" EAST

**LEGAL DESCRIPTION**

965.01 FEET; THENCE, LEAVING SAID NORTH LINE, SOUTH 03°04'58" EAST 208.26 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL "B"; THENCE, ALONG SAID SOUTH LINE, SOUTH 45°45'08" WEST 66.73 FEET; THENCE, CONTINUING ALONG SAID SOUTH LINE, NORTH 82°07'16" WEST 279.94 FEET; THENCE NORTH 88°10'23" WEST 314.85 FEET; SOUTH 0G°56'46" WEST 787.51 FEET; NORTH 89°43'18" WEST 103.27 FEET; THENCE, LEAVING SAID SOUTH LINE, SOUTH 38°44'48" WEST 376.46 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL "B"; THENCE, ALONG SAID SOUTH LINE, SOUTH 83°18'23" WEST 238.76 FEET; THENCE, LEAVING SAID SOUTH LINE, NORTH 06°26'37" WEST 60.19 FEET; THENCE SOUTH 83°18'23" WEST 20.00 FEET; THENCE SOUTH 06°26'37" EAST 60.27 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL "B"; THENCE, ALONG SAID SOUTH LINE, SOUTH 83°18'23" WEST 268.30 FEET; THENCE, CONTINUING ALONG SAID SOUTH LINE, NORTH 70°04'57" WEST 451.85 FEET; THENCE, LEAVING SAID SOUTH LINE, NORTH 08°51'50" EAST 101.46 FEET; THENCE NORTH 81°08'10" WEST 20.00 FEET; THENCE SOUTH 08°51'50" WEST 97.55 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL "B"; THENCE, ALONG SAID SOUTH LINE, NORTH 70°04'57" WEST 65.10 FEET; THENCE, CONTINUING ALONG SAID SOUTH LINE, NORTH 4 7°27'16" WEST 139.04 FEET; THENCE, LEAVING SAID SOUTH LIKE, NORTH 29°15'10" EAST 50.68 FEET; THENCE NORTH 60°44'50" WEST 20.00 FEET; THENCE SOUTH 29°15'10" WEST 45.96 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL "B"; THENCE, ALONG SAID SOUTH LINE, NORTH 47°27'16" WEST 499.45 FEET TO THE TRUE POINT OF BEGINNING.

(portions of APNs 122-130-33, 35, 37, 39, 41)

END OF LEGAL DESCRIPTION

## SCHEDULE B

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

1. Property taxes, including any assessments collected with taxes, for the fiscal year 2013 - 2014 that are a lien not yet due.
2. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Part 0.5, Chapter 3.5 or Part 2, Chapter 3, Articles 3 and 4 respectively (commencing with Section 75) of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.
3. Water rights, claims or title to water, whether or not shown by the public records.
4. Any adverse claim based upon the assertion that:
  - a) Said land or any part thereof is now or at any time has been below the highest water mark of the San Luis Rey River, in the event the boundary of said river has been artificially raised and the decision entered in State of California vs. the Superior Court of Placer County, respondent, Charles F. Fogerty, et al, Real Parties in interest, 29 Cal. 3D 240 (March 20, 1981) applies, or is now or at any time has been below the ordinary high water mark, if said river is in its natural state.
  - b) Some portion of said land has been created by artificial means or has accreted to such portions so created.
  - c) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the San Luis Rey River or has been formed accretion to any such portion.
5. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	K. Deesy
Purpose:	laying pipes
Recorded:	<a href="#"><u>June 5, 1913 as Instrument No. 16841 in Book 618, page 12 of Deeds</u></a>
Affects:	The exact location and extent of said easement is not disclosed of record

6. Matters contained in that certain document entitled "Agreement for Improving and Diverting Water", dated October 5, 1922, executed by and between Ed Fletcher and William Henshaw recorded [October 11, 1922 in Book 889, page 389 of Deeds.](#)

Reference is hereby made to said document for full particulars.

7. Matters contained in that certain document entitled "Agreement for Impounding and Diverting Water" dated October 17, 1922, executed by and between John Traenor and William Henshaw recorded [October 19, 1922 in Book 913, page 63 of Deeds.](#)

**SCHEDULE B**  
(continued)

Reference is hereby made to said document for full particulars.

8. The effect of a [Record of Survey Map No. 978](#) filed January 16, 1942, of Record of Survey, records of San Diego County, California.
9. Intentionally omitted
10. The effect of a Record of Survey No. [1700](#) filed December 31, 1947 of records of survey, records of San Diego County, California.
11. A covenant and agreement upon and subject to the terms and conditions therein

Executed By: Singh Property Management Company, a California partnership  
In Favor Of: The City of Oceanside  
Recorded: [April 27, 1988 as Instrument No. 88-0194463, of Official Records](#)

Reference is hereby made to said document for full particulars.

Among other things, said document provides:

Deferred drainage fees, deferred thoroughfare fees and deferred traffic signal fees

12. Covenants, conditions and restrictions (“but omitting, except to the extent that said covenant or restriction is controlled or permitted by any applicable federal or state law, any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, medical condition, national origin, source of income, or ancestry” as set forth in the document

Recorded: [August 5, 1992 as Instrument No. 1992-0491136, of Official Records](#)

Note: Section [12956.1](#) of the government code provides the following: “If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to section [12956.2](#) of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.”

Note: If you should request a copy of the document referred to above, California Law requires that a county recorder, title insurance company, escrow company, real Estate broker, real Estate agent, or association that provides a copy of a declaration, governing document, or deed to any person shall place a cover Page over, or stamp on the first Page of the previously recorded document or documents a statement, in at least 14-point boldface type, relating to unlawful restrictions.

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or Deed of Trust made in good faith and for value.



**SCHEDULE B**  
(continued)

13. The effect of a Record of Survey No. [18274](#) filed May 14, 2004 of Records of Survey, records of San Diego County, California.
14. Intentionally omitted
15. Intentionally omitted
16. Intentionally omitted
17. Intentionally omitted
18. Intentionally omitted
19. Intentionally omitted
20. Intentionally omitted
21. Intentionally omitted
22. A document subject to all the terms, provisions and conditions therein contained.

Entitled: Memorandum of Agreement  
Recorded: [December 12, 2011 as File No. 2011-0666300, Official Records](#)

Reference is hereby made to said document for full particulars.

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

This office must be notified at least 7 business days prior to the scheduled closing in order to arrange for an inspection of the land; upon completion of this inspection you will be notified of the removal of specific coverage exceptions and/or additional exceptions to coverage.

24. Any rights of parties in possession of said land, based on any unrecorded lease, or leases.

This Company will require a full copy of any unrecorded lease, together with all supplements, assignments, and amendments for review.

**SCHEDULE B**  
(continued)

25. Information in possession of the Company indicates the possibility of a Division of Land Ownership. If such division is in fact contemplated, the transaction would appear to fall within the purview of the Subdivision Map Act. (66410 et seq. GOV. C.)

As a prerequisite to the Company's participation in land division transactions, compliance with one of the following provisions of the Subdivision Map Act will be required:

- A. The recording of a final Subdivision Map in compliance with statutes or related local ordinances; or
- B. The recording of a Parcel Map in compliance with statutes or related local ordinances; or
- C. The recording of a Certificate of Compliance, as provided by statute; or
- D. The recording of a waiver as provided by Government Code Section 66428; or
- E. Submission of other satisfactory evidence of compliance with or non-violation of the act.

END OF SCHEDULE B

## INFORMATIONAL NOTES

Note No. 1: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

Note No. 2: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the amount, if any, 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.

Note No. 3: Your open order request indicates that a Limited Liability Company will be acquiring, encumbering or conveying real property in your transaction. Under the provisions of "the California Limited Liability Act, effective September 30, 1994" the following will be required:

1. A copy of the Articles of Organization (and all amendments, if any) that has been filed with the Secretary of State.
2. The requirement that this Company be provided with a copy of the Operation Agreement. The copy provided must be certified by the appropriate manager or member that it is a copy of the current operating agreement.
3. If the Limited Liability Company is member-managed then this Company must be provided with a current list of the member names.

### [ATTACHMENT ONE](#)

### [PRIVACY STATEMENT](#)

### **IMPORTANT INFORMATION:**

**For those of you receiving this report by electronic delivery the Privacy Statement and Exclusions From Coverage are linked to this report. Please review this information by selecting the link. For those of you who are receiving a hard copy of this report, a copy of this information has been submitted for your review.**

# **CHICAGO TITLE INSURANCE COMPANY**

## **Fidelity National Financial Group of Companies' Privacy Statement**

July 1, 2001

We recognize and respect the privacy of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

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

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates or others;
- From our Internet web sites;
- From the public records maintained by government entities that we wither obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies

### **Our Policies Regarding The Protection Of The Confidentiality And Security Of Your Personal Information**

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

### **Our Policies and Practices Regarding the Sharing of Your Personal Information**

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We may also disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when your direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

### **Right To Access Your Personal Information And Ability To Correct Errors Or Request Change Or Deletion**

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer  
Fidelity National Financial, Inc.  
601 Riverside Drive  
Jacksonville, FL 32204

### **Multiple Products or Services:**

If we provide you with more than one financial product or service, you may receive more that one privacy notice from us. We apologize for any inconvenience this may cause you.

## ATTACHMENT ONE

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

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- land use
- improvements on the land
- land division
- environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- a notice of exercising the right appears in the public records on the Policy Date
- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date – unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A

OR

- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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

1. Any right, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.

4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

### 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.

### SCHEDULE B, PART I 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.

**ATTACHMENT ONE  
(CONTINUED)**

**AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)  
WITH ALTA ENDORSEMENT-FORM 1 COVERAGE  
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or

to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or

- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine or equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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

**EXCEPTIONS FROM COVERAGE**

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

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

**2006 ALTA 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

**ATTACHMENT ONE  
(CONTINUED)**

- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

**EXCEPTIONS FROM COVERAGE**

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

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

**AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)  
EXCLUSIONS FROM COVERAGE**

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

1.
  - (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
  - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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

**EXCEPTIONS FROM COVERAGE**

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

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

**ATTACHMENT ONE  
(CONTINUED)**

**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.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)  
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.



**ATTACHMENT ONE  
(CONTINUED)**

**LIMITATIONS ON COVERED RISKS**

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

- For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

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

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 14:	<u>1.00% of Policy Amount or \$ 2,500.00</u> (whichever is less)	<u>\$ 10,000.00</u>
Covered Risk 15:	<u>1.00% of Policy Amount or \$ 5,000.00</u> (whichever is less)	<u>\$ 25,000.00</u>
Covered Risk 16:	<u>1.00% of Policy Amount or \$ 5,000.00</u> (whichever is less)	<u>\$ 25,000.00</u>
Covered Risk 18:	<u>1.00% of Policy Amount or \$ 2,500.00</u> (whichever is less)	<u>\$ 5,000.00</u>

**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.

(continued)

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

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

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

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

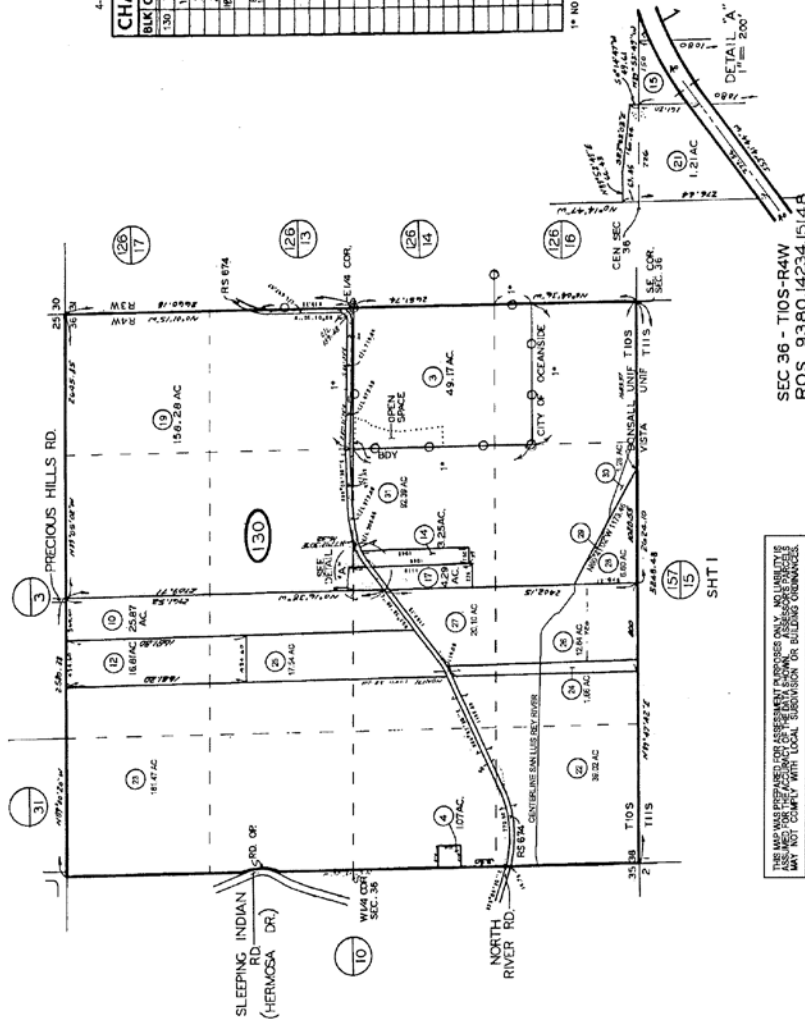
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USE MAP FOR PRELIMINARY INFORMATION PURPOSES ONLY. NO WARRANTY IS MADE BY THE COUNTY OF SAN DIEGO FOR THE ACCURACY OF THE MAP. THE MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

2012  
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SAN DIEGO COUNTY  
REGISTERED MAP  
BOOK 122 PAGE 13

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

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## **Exhibit E-2**

### **Property Assessment and Warranty**

**PROPERTY ASSESSMENT and WARRANTY**

for  
***San Luis Rey Mitigation Bank***

This Property Assessment and Warranty ("Property Assessment") is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by ***Wildlands SLR Holdings I, LLC*** ("Property Owner") for the benefit of the Los Angeles District of the U.S. Army Corps of Engineers and the California Department of Fish and Wildlife, which agencies are referred to in this Property Assessment as the "Signatory Agencies." Property Owner acknowledges that this Property Assessment and the statements in it may be conclusively relied upon by the Signatory Agencies in entering into the Bank Enabling Instrument ("BEI") for the San Luis Rey Mitigation Bank.

This Property Assessment provides a summary and explanation of each recorded or unrecorded lien or encumbrance on, or interest in, the Bank Property (as defined below), including, without limitation, each exception listed in the Proforma Title Policy issued by Chicago Title Company, August 30, 2013, Order Number 930023849-U50, covering the Bank Property, as described in **Attachments 1 and 2** attached hereto and incorporated by this reference. Specifically, this Property Assessment includes a narrative explaining each lien, encumbrance or other exception to title and the manner in which it may affect the conservation easement to be recorded against the Bank Property (the "Conservation Easement") pursuant to the BEI.

Property Owner covenants, represents and warrants to the Signatory Agencies as follows:

1. Property Owner is the sole owner in fee simple of certain real property containing approximately 53.84 acres located in the City of Oceanside, County of San Diego, and State of California, described in Attachment 1 (the Bank Property"). Property Owner has, and upon the recordation of the Conservation Easement Property Owner shall have, good, marketable and indefeasible fee simple title to the Bank Property subject only to any exceptions approved in advance of recordation, in writing, by the Signatory Agencies.
2. The Bank Property is available to be burdened by the Conservation Easement for the conservation purposes identified in the Conservation Easement, in accordance with the BEI.
3. The Bank Property includes perfected legal access to and from both Highway 76 and North River Road.
4. A true, accurate and complete listing and explanation of each recorded or unrecorded lien or encumbrance on, or possessory or non-possessory interest in, the Bank Property is set forth in **Attachment 3** attached to and incorporated by reference in this Property Assessment. Except as disclosed in **Attachment 3**, there are no outstanding mortgages, liens, encumbrances or other interests in the Bank Property (including, without limitation, mineral interests). **Attachment 4**, attached hereto and incorporated by reference in this Property Assessment, depicts all relevant and plottable property lines, easements, dedications, etc. on the Bank Property.

5. Prior to recordation of the Conservation Easement, Property Owner shall certify to the BEI Signatory Agencies in writing that this Property Assessment remains true, accurate and complete in all respects.

6. Property Owner has no knowledge or notice of any legal or other restrictions upon the use of the Bank Property for conservation purposes, or affecting its Conservation Values, as described in the Conservation Easement, or any other matters that may adversely affect title to the Bank Property or interfere with the establishment of a mitigation bank thereon.

7. Property Owner has not granted any options, or committed or obligated to sell the Bank Property or any portion thereof, except as disclosed in writing to and agreed upon in writing by the BEI Signatory Agencies.

8. The following Attachments are incorporated by reference in this Property Assessment:

- a) Attachment 1 – Proforma Policy;
- b) Attachment 2 – Encumbrance Documents;
- c) Attachment 3 – Summary and Explanation of Encumbrances; and
- d) Attachment 4 – Map(s).

PROPERTY OWNER

\_\_\_\_\_  
*Wildlands SLR Holdings I, LLC*

\_\_\_\_\_  
Date

**Attachment 1**  
**Proforma Policy**







# Chicago Title Company

Builders Services Division  
2365 Northside Drive, Suite 500, San Diego, CA 92108 (619) 521-3400

**Title Department:**

Chicago Title Company  
Attn: Tom Votel/Ken Cyr  
Email: [votelt@ctt.com](mailto:votelt@ctt.com) & [ken.cyr@ctt.com](mailto:ken.cyr@ctt.com)  
Phone: (619) 521-3553 & (619) 521-3555  
Fax: (619) 521-3608  
Order No.: 930023849-U50

**Customer:**

Wildlands  
Attn: Paul Sherman  
Email: [psherman@wildlandsinc.com](mailto:psherman@wildlandsinc.com)  
Phone: (916) 435-3555  
Reference No.: SLRMB

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## THIRD AMENDED PRELIMINARY REPORT

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Property Address: Conservation Easement

Dated as of: July 10, 2014 at 7:30 am

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

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

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

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company

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

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

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY

## **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:

Wildlands SLR Holdings I, LLC, a Delaware limited liability company

3. The land referred to in this report is situated in the State of California, County of San Diego and is described in the Legal Description, attached hereto:

END OF SCHEDULE A

## SCHEDULE A

(continued)

A PORTION PARCEL "B" OF THAT CERTAIN LOT LINE ADJUSTMENT AND CERTIFICATE OF COMPLIANCE NO. PLA 11-00004 IN THE CITY OF OCEANSIDE, RECORDED ON NOVEMBER 23, 2011, AS DOCUMENT NO. 2011-0628785, IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "B"; THENCE, ALONG THE SOUTH LINE OF SAID PARCEL "B", SOUTH 47°27'16" EAST 100.22 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING A POINT OF CUSP WITH A 150 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST, THE RADIAL TO SAID POINT BEARS SOUTH 42°32'44" WEST; THENCE, LEAVING SAID SOUTH LINE, NORTHWEST ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°48'23" A DISTANCE OF 125.16 FEET; THENCE NORTH 00°21'07" EAST 258.73 FEET; NORTH 26°55'01" EAST 55.90 FEET; NORTH 00°21'07" EAST 24 7.4 8 FEET TO THE BEGINNING OF A 75.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 99°29'54" A DISTANCE OF 130.24 FEET TO THE BEGINNING OF A NON-TANGENT REVERSE 1212.00 FOOT RADIUS CURVE CONCAVE TO THE NORTH, THE RADIAL TO SAID POINT BEARS NORTH 09°49'45" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°25'44" A DISTANCE OF 368.68 FEET; THENCE, NON-TANGENT TO SAID CURVE, SOUTH 01°28'17" EAST 4 0.12 FEET; THENCE NORTH 88°31'43" EAST 20.00 FEET; THENCE NORTH 01°30'20" WEST 42.43 FEET TO A POINT ON A NON-TANGENT 1,212.00 FOOT RADIUS CURVE CONCAVE TO THE NORTH, THE RADIAL TO SAID POINT BEARS NORTH 08°33'01" WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°14'36" A DISTANCE OF 174.37 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL "B"; THENCE, ALONG SAID NORTH LINE NON-TANGENT TO SAID CURVE, SOUTH 88°17'35" EAST 325.00 FEET; THENCE, CONTINUING ALONG SAID NORTH LINE, SOUTH 54°41'47" EAST 150.00 FEET; THENCE SOUTH 88°17'35" EAST 110.28 FEET; THENCE, LEAVING SAID NORTH LINE, SOUTH 02°52'03" WEST 64.63 FEET; THENCE SOUTH 87°08'48" EAST 20.00 FEET; THENCE NORTH 02°52'03" EAST 65.03 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL "B"; THENCE, ALONG SAID NORTH LINE, NORTH 88°17'35" WEST 113.63 FEET; THENCE, CONTINUING ALONG SAID NORTH LINE, NORTH 70°07'54" EAST 225.71 FEET; THENCE, SOUTH 88°17'35" EAST

**LEGAL DESCRIPTION**

965.01 FEET; THENCE, LEAVING SAID NORTH LINE, SOUTH 03°04'58" EAST 208.26 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL "B"; THENCE, ALONG SAID SOUTH LINE, SOUTH 45°45'08" WEST 66.73 FEET; THENCE, CONTINUING ALONG SAID SOUTH LINE, NORTH 82°07'16" WEST 279.94 FEET; THENCE NORTH 88°10'23" WEST 314.85 FEET; SOUTH 0G°56'46" WEST 787.51 FEET; NORTH 89°43'18" WEST 103.27 FEET; THENCE, LEAVING SAID SOUTH LINE, SOUTH 38°44'48" WEST 376.46 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL "B"; THENCE, ALONG SAID SOUTH LINE, SOUTH 83°18'23" WEST 238.76 FEET; THENCE, LEAVING SAID SOUTH LINE, NORTH 06°26'37" WEST 60.19 FEET; THENCE SOUTH 83°18'23" WEST 20.00 FEET; THENCE SOUTH 06°26'37" EAST 60.27 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL "B"; THENCE, ALONG SAID SOUTH LINE, SOUTH 83°18'23" WEST 268.30 FEET; THENCE, CONTINUING ALONG SAID SOUTH LINE, NORTH 70°04'57" WEST 451.85 FEET; THENCE, LEAVING SAID SOUTH LINE, NORTH 08°51'50" EAST 101.46 FEET; THENCE NORTH 81°08'10" WEST 20.00 FEET; THENCE SOUTH 08°51'50" WEST 97.55 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL "B"; THENCE, ALONG SAID SOUTH LINE, NORTH 70°04'57" WEST 65.10 FEET; THENCE, CONTINUING ALONG SAID SOUTH LINE, NORTH 4 7°27'16" WEST 139.04 FEET; THENCE, LEAVING SAID SOUTH LIKE, NORTH 29°15'10" EAST 50.68 FEET; THENCE NORTH 60°44'50" WEST 20.00 FEET; THENCE SOUTH 29°15'10" WEST 45.96 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL "B"; THENCE, ALONG SAID SOUTH LINE, NORTH 47°27'16" WEST 499.45 FEET TO THE TRUE POINT OF BEGINNING.

(portions of APNs 122-130-33, 35, 37, 39, 41)

END OF LEGAL DESCRIPTION

## SCHEDULE B

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

1. Property taxes, including any assessments collected with taxes, for the fiscal year 2013 - 2014 that are a lien not yet due.
2. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Part 0.5, Chapter 3.5 or Part 2, Chapter 3, Articles 3 and 4 respectively (commencing with Section 75) of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.
3. Water rights, claims or title to water, whether or not shown by the public records.
4. Any adverse claim based upon the assertion that:
  - a) Said land or any part thereof is now or at any time has been below the highest water mark of the San Luis Rey River, in the event the boundary of said river has been artificially raised and the decision entered in State of California vs. the Superior Court of Placer County, respondent, Charles F. Fogerty, et al, Real Parties in interest, 29 Cal. 3D 240 (March 20, 1981) applies, or is now or at any time has been below the ordinary high water mark, if said river is in its natural state.
  - b) Some portion of said land has been created by artificial means or has accreted to such portions so created.
  - c) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the San Luis Rey River or has been formed accretion to any such portion.
5. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	K. Deesy
Purpose:	laying pipes
Recorded:	<a href="#">June 5, 1913 as Instrument No. 16841 in Book 618, page 12 of Deeds</a>
Affects:	The exact location and extent of said easement is not disclosed of record

6. Matters contained in that certain document entitled "Agreement for Improving and Diverting Water", dated October 5, 1922, executed by and between Ed Fletcher and William Henshaw recorded [October 11, 1922 in Book 889, page 389 of Deeds.](#)

Reference is hereby made to said document for full particulars.

7. Matters contained in that certain document entitled "Agreement for Impounding and Diverting Water" dated October 17, 1922, executed by and between John Traenor and William Henshaw recorded [October 19, 1922 in Book 913, page 63 of Deeds.](#)

**SCHEDULE B**  
(continued)

Reference is hereby made to said document for full particulars.

8. The effect of a [Record of Survey Map No. 978](#) filed January 16, 1942, of Record of Survey, records of San Diego County, California.
9. Intentionally omitted
10. The effect of a Record of Survey No. [1700](#) filed December 31, 1947 of records of survey, records of San Diego County, California.
11. A covenant and agreement upon and subject to the terms and conditions therein

Executed By: Singh Property Management Company, a California partnership  
In Favor Of: The City of Oceanside  
Recorded: [April 27, 1988 as Instrument No. 88-0194463, of Official Records](#)

Reference is hereby made to said document for full particulars.

Among other things, said document provides:

Deferred drainage fees, deferred thoroughfare fees and deferred traffic signal fees

12. Covenants, conditions and restrictions (“but omitting, except to the extent that said covenant or restriction is controlled or permitted by any applicable federal or state law, any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, medical condition, national origin, source of income, or ancestry” as set forth in the document

Recorded: [August 5, 1992 as Instrument No. 1992-0491136, of Official Records](#)

Note: Section [12956.1](#) of the government code provides the following: “If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to section [12956.2](#) of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.”

Note: If you should request a copy of the document referred to above, California Law requires that a county recorder, title insurance company, escrow company, real Estate broker, real Estate agent, or association that provides a copy of a declaration, governing document, or deed to any person shall place a cover Page over, or stamp on the first Page of the previously recorded document or documents a statement, in at least 14-point boldface type, relating to unlawful restrictions.

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or Deed of Trust made in good faith and for value.

**SCHEDULE B**  
(continued)

13. The effect of a Record of Survey No. [18274](#) filed May 14, 2004 of Records of Survey, records of San Diego County, California.
14. Intentionally omitted
15. Intentionally omitted
16. Intentionally omitted
17. Intentionally omitted
18. Intentionally omitted
19. Intentionally omitted
20. Intentionally omitted
21. Intentionally omitted
22. A document subject to all the terms, provisions and conditions therein contained.

Entitled: Memorandum of Agreement  
Recorded: [December 12, 2011 as File No. 2011-0666300, Official Records](#)

Reference is hereby made to said document for full particulars.

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

This office must be notified at least 7 business days prior to the scheduled closing in order to arrange for an inspection of the land; upon completion of this inspection you will be notified of the removal of specific coverage exceptions and/or additional exceptions to coverage.

24. Any rights of parties in possession of said land, based on any unrecorded lease, or leases.

This Company will require a full copy of any unrecorded lease, together with all supplements, assignments, and amendments for review.



**SCHEDULE B**  
(continued)

25. Information in possession of the Company indicates the possibility of a Division of Land Ownership. If such division is in fact contemplated, the transaction would appear to fall within the purview of the Subdivision Map Act. (66410 et seq. GOV. C.)

As a prerequisite to the Company's participation in land division transactions, compliance with one of the following provisions of the Subdivision Map Act will be required:

- A. The recording of a final Subdivision Map in compliance with statutes or related local ordinances; or
- B. The recording of a Parcel Map in compliance with statutes or related local ordinances; or
- C. The recording of a Certificate of Compliance, as provided by statute; or
- D. The recording of a waiver as provided by Government Code Section 66428; or
- E. Submission of other satisfactory evidence of compliance with or non-violation of the act.

END OF SCHEDULE B

## INFORMATIONAL NOTES

Note No. 1: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

Note No. 2: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the amount, if any, 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.

Note No. 3: Your open order request indicates that a Limited Liability Company will be acquiring, encumbering or conveying real property in your transaction. Under the provisions of "the California Limited Liability Act, effective September 30, 1994" the following will be required:

1. A copy of the Articles of Organization (and all amendments, if any) that has been filed with the Secretary of State.
2. The requirement that this Company be provided with a copy of the Operation Agreement. The copy provided must be certified by the appropriate manager or member that it is a copy of the current operating agreement.
3. If the Limited Liability Company is member-managed then this Company must be provided with a current list of the member names.

### [ATTACHMENT ONE](#)

### [PRIVACY STATEMENT](#)

### **IMPORTANT INFORMATION:**

**For those of you receiving this report by electronic delivery the Privacy Statement and Exclusions From Coverage are linked to this report. Please review this information by selecting the link. For those of you who are receiving a hard copy of this report, a copy of this information has been submitted for your review.**

# **CHICAGO TITLE INSURANCE COMPANY**

## **Fidelity National Financial Group of Companies' Privacy Statement**

July 1, 2001

We recognize and respect the privacy of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

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

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates or others;
- From our Internet web sites;
- From the public records maintained by government entities that we wither obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies

### **Our Policies Regarding The Protection Of The Confidentiality And Security Of Your Personal Information**

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

### **Our Policies and Practices Regarding the Sharing of Your Personal Information**

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We may also disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when your direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

### **Right To Access Your Personal Information And Ability To Correct Errors Or Request Change Or Deletion**

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer  
Fidelity National Financial, Inc.  
601 Riverside Drive  
Jacksonville, FL 32204

### **Multiple Products or Services:**

If we provide you with more than one financial product or service, you may receive more that one privacy notice from us. We apologize for any inconvenience this may cause you.

## ATTACHMENT ONE

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

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - land use
  - improvements on the land
  - land division
  - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
  - a notice of exercising the right appears in the public records on the Policy Date
  - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date – unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A

OR

- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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

1. Any right, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.
3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.
4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

### 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.

### SCHEDULE B, PART I 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.

**ATTACHMENT ONE  
(CONTINUED)**

**AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)  
WITH ALTA ENDORSEMENT-FORM 1 COVERAGE  
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or

to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or

- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine or equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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

**EXCEPTIONS FROM COVERAGE**

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

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

**2006 ALTA 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

**ATTACHMENT ONE  
(CONTINUED)**

- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

**EXCEPTIONS FROM COVERAGE**

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

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

**AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)  
EXCLUSIONS FROM COVERAGE**

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

1.
  - (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
  - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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

**EXCEPTIONS FROM COVERAGE**

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

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

**ATTACHMENT ONE  
(CONTINUED)**

**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.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)  
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.

**ATTACHMENT ONE  
(CONTINUED)**

**LIMITATIONS ON COVERED RISKS**

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

- For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

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

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 14:	<u>1.00% of Policy Amount or \$ 2,500.00</u> (whichever is less)	<u>\$ 10,000.00</u>
Covered Risk 15:	<u>1.00% of Policy Amount or \$ 5,000.00</u> (whichever is less)	<u>\$ 25,000.00</u>
Covered Risk 16:	<u>1.00% of Policy Amount or \$ 5,000.00</u> (whichever is less)	<u>\$ 25,000.00</u>
Covered Risk 18:	<u>1.00% of Policy Amount or \$ 2,500.00</u> (whichever is less)	<u>\$ 5,000.00</u>

**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.



(continued)

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

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

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

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



SEC 1 - T11S - R4W - POR  
ROS 978,2834,18274

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

5-6-82  
#603

**Attachment 2**  
**Encumbrance Documents**



THIS INDENTURE, made the 17th day of March, 1913, between Charles E. Culver, a single man, of the City of Los Angeles, State of California, the party of the first part, and K. Deasy, of San Diego County, California, the party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars, gold coin of the United States of America, to him in hand paid, by said party of the second part, the receipt whereof is hereby acknowledged does by these presents, grant, bargain and sell, convey and confirm unto the said party of the second part, and to his heirs and assigns, forever, all that certain lot, piece or parcel of land situate, lying and being in the County of San Diego, State of California, and bounded and particularly described as follows, to-wit:

The West half (W.½) of Section 36, Township 10 South, Range 4 West, San Bernardino Base and Meridian.

Provided, however, that this conveyance is made and accepted on each of the following conditions, which are hereby made covenants running with the land, and which shall apply to and be binding upon the grantee, his heirs, devisees, executors, administrators and assigns, namely:

"It is expressly understood and agreed that water shall not be developed on the land hereby granted by the grantee, heirs, successors, assigns or transferees, by artesian or surface wells, or otherwise, to be used on other lands, or in excess of the requirements of the lands hereby granted for irrigation, domestic and stock purposes; and if such development is made by said grantee, or by any other person, then and in that case the amount of water developed in excess of the requirements described in this agreement shall become the property of the grantor, his heirs or assigns, and may be sold, leased or conveyed to other lands for sale, lease or use. And the said grantor reserves, excepts and retains for himself, his heirs and assigns, all rights of way for laying and maintaining pipes, pipe lines and aqueducts over and across said premises, which now, or at any time hereafter, may reasonably be required to enable said grantor, his heirs, or assigns, to take, collect, carry and conduct said excess, or surplus waters to other lands, or to enable said grantor, his heirs or assigns, to inspect, repair and replace or alter, maintain, enjoy and control, said pipe lines and aqueducts.

"And said grantor also reserves, excepts and retains for himself, his heirs and assigns, all the water, both surface and subterranean, of the San Luis Rey River and its tributaries, above the intersection of the said San Luis Rey River with the western boundary of the Monserate Ranch; TOGETHER with the right to construct, maintain and operate a dam or dams, across or in said river, or said tributaries, or either, or any of them, and impound and reservoir the waters thereof, both surface, sub-surface, storm and ordinary flow; also the right to develop waters upon the lands now belonging to, or hereafter acquired by the grantor, his heirs or assigns, above the said point of intersection, either by tunnels or wells, with the right to install and operate pumping plants thereon; and the right to divert, lead and conduct away all or any part of said water at any or all such points, to places within or without said water-shed, as the grantor, his heirs or assigns, may elect."

"And said grantor also reserves a right of way 50 feet wide for railroad purposes whenever desired, over, through and across the above described property. In case a railroad is not built and in operation within five (5) years from date, then the above reservation for railroad purposes shall be null and void."

TO HAVE AND TO HOLD to the said grantee, his heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Charles E. Culver.

Photographed By T. FADER, Deputy Recorder

This document prepared by A.O. Adams.)

Approved as to form. Gibson, Dunn & Crutcher by Huskins.

State of California, } ss.  
County of Los Angeles. }

On this twenty second day of March in the year one thousand nine hundred and thirteen, before me, J. E. Brown, a Notary Public in and for said Los Angeles County, State of California, residing therein, duly commissioned and sworn, personally appeared Charles E. Culver, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at Los Angeles in said County, the day and year in this Certificate first above written.



J. E. Brown,  
Notary Public in and for Los Angeles County,  
State of California.

Recorded at Request of UNION TITLE & TRUST CO. (F. Forward) Jun 5, 1913. At 9 o'clock, A.M.

Fee \$1.30.

COMPARED:  
N. G. Parsons  
DEPUTY COUNTY RECORDER

John H. Ferry, County Recorder.  
By N. G. Parsons, Deputy Recorder.

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WESTERN INVESTMENT COMPANY OF SAN DIEGO, a Corporation, duly organized and existing under the laws of the State of California, and having its principal place of business at San Diego, California, pursuant to a resolution of its Board of Directors, which said resolution is of record in the County Recorder's office of San Diego County, and in consideration of the sum of Ten (10) Dollars, Does Hereby Grant to Joseph H. Thomas, All That Real Property situated in the City of San Diego, County of San Diego, State of California, bounded and described as follows, to-wit:

Lots Twenty-two (22), Twenty-three (23) and Twenty-four (24) in Block One Hundred Seventy-six (176) of University Heights, according to the amended map thereof made by C.A. d'Hemecourt, which said map is duly recorded in the office of the County Recorder of said County, in Book 8 of Lis Pendens, at Page 36 et seq.

TO HAVE AND TO HOLD the above granted and described premises unto the said grantee, his heirs and assigns forever.

PROVIDED ALWAYS, and this conveyance is made upon the express condition, to-wit:

THAT SAID GRANTEE, his heirs or assigns, shall not at any time manufacture, sell or dispose of, to be used as a beverage, any intoxicating liquors of any kind, distilled or fermented, or permit the same to be done in any place of public resort upon said land.

AND IT IS EXPRESSLY AGREED, that in case the foregoing conditions, or any thereof, be broken by the grantee, his heirs or assigns, or legal representatives, this conveyance shall become null and void, and the title to the premises herein conveyed shall revert to the grantor, and the said grantor, its legal representatives or assigns, shall have the right to re-enter upon and possess said premises with their privileges and appurtenances, and hold the same forever.

IN WITNESS WHEREOF, the said corporation has caused these presents to be subscribed by its Vice President and Secretary and its corporate seal to be affixed this 22nd day of May, 1913.



WESTERN INVESTMENT COMPANY OF SAN DIEGO,  
By M. A. Graham, Vice President.  
Attest: Geo. D. Easton, Secretary.

edged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office, in said County of San Diego, State of California, the day and year in this certificate first above written.

Lou B.  
Mathews

Lou B. Mathews  
Notary Public in and for the County  
of San Diego, State of California.  
My Commission expires December 7th,  
1922.

Recorded at Request of Ed Fletcher (May) Oct. 11, 1922 At 54 Min. past 2 o'clock P. M.

31388 Fee \$ 1.00

John H. Perry, County Recorder

*M. Drummond*

KNOW ALL MEN BY THESE PRESENTS  
that

WHEREAS, the undersigned, Ed Fletcher, is the owner of an undivided interest or estate in the following described parcels of real property situated in the County of San Diego, State of California, and being riparian, near or adjacent to the San Luis Rey River, to-wit:

PARCEL 1: Northeast Quarter of the Northeast Quarter of Section 9, and Lots 1 and 2 of Section 10, all in Township 11 South, Range 2 East, S.B.M.

PARCEL 2: The South Half of the Southeast Quarter, the South Half of the Southwest Quarter, and Northwest Quarter of the Southwest Quarter of Section 4 Township 11 South, Range 2 East, S.B.M.,

PARCEL 3: Southeast Quarter of the Northeast Quarter, and the North Half of the Northeast Quarter of Section 31, Township 10 South, Range 3 West, S.B.M.

PARCEL 4: The Northwest Quarter of the Southwest Quarter of Section 13, Township 11 South, Range 5 West, S.B.M.

PARCEL 5: All of the Southeast Quarter of the Northeast Quarter of Section 8, Township 11 South, Range 4 West, S.B.M., lying South of the County Road, as said road is shown on Road Survey No. 229, in the office of the County Surveyor of the County of San Diego, State of California, EXCEPTING THE East 24.87 feet thereof.

PARCEL 6: The North Half of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 35, Township 10 South, Range 4 West, S.B.M.

PARCEL 7: The Northeast Quarter, Northeast Quarter of the Northwest Quarter, and the North Half of the Northwest Quarter of the Northwest Quarter of Section 1, Township 11 South, Range 4 West, S.B.M.

PARCEL 8: That portion of Lot 4 of Section 31, Township 10 South, Range 3 West, S.B.M., and that portion of Lot 4 of Section 6, Township 11 South, Range 3 West, S.B.M., as shown on the plat of License Survey No. 150, filed in the office of the County Recorder of San Diego County, On May 26, 1906, described as follows:

Beginning at the point of intersection of the West line of Lot 4 of said Section 6, and the North bank of the San Luis Rey River, thence Northeasterly along the North bank of said river, 660 feet to a stake; thence Northwesterly 330 feet to a stake; thence Southwesterly 660 feet to a stake in said West line of Lot 4; thence South 330 feet to the point of beginning.

PARCEL 9: The West Half of the Southeast Quarter and the South Half of the Northeast Quarter of Section 30, Township 10 South, Range 3 West, S.B.M., EXCEPTING from said South Half of the Northeast Quarter that portion thereof described as follows:



Beginning at the Northeast corner of the Southeast Quarter of the Northeast Quarter; thence West along the North line of said Southeast Quarter of the Northeast Quarter, 660 feet to a point; thence Southeasterly 848 feet, more or less, to a point in the East line of said Southeast Quarter of the Northeast Quarter, distant South 600 feet from the point of beginning; thence North along said East line 600 feet to the point of beginning.

PARCEL 10: The East Half of the Southeast Quarter of Section 30, Township 10 South, Range 3 West, S.B.M.

PARCEL 11: The North Half of the Southwest Quarter, and the Southwest Quarter of the Southwest Quarter of Section 29, Township 10 South, Range 3 West, S.B.M.

PARCEL 12: The East Half of the Northwest Quarter of the Northwest Quarter, Southeast Quarter of the Northwest Quarter, Northwest Quarter of the Northeast Quarter and the Northeast Quarter of the Northwest Quarter of Section 29, Township 10 South, Range 3 West, S.B.M., EXCEPTING those portions of said Northeast Quarter of the Northwest Quarter described as follows:

Beginning at the Northwest Corner of said Northeast Quarter of the Northwest Quarter, thence East 26 rods; thence South 26 rods; thence West parallel with the North line of said Northeast Quarter of the Northwest Quarter, 26 rods to the West line thereof; thence North 26 rods to the point of beginning.

ALSO beginning at the point of intersection of the North line of said Northeast Quarter of the Northwest Quarter and the Southerly prolongation of the West line of Block 10 of the Townsite of Fairview, according to the Map thereof No. 765, filed in the office of the County Recorder of the County of San Diego, October 28, 1893, and running thence East 150 feet; thence South 200 feet; thence West 150 feet; and thence North 200 feet to point of beginning.

PARCEL 13: That portion of the Southwest Quarter of the Northwest Quarter of Section 29, Township 10 South, Range 3 West, S.B.M., described as follows:

Beginning at the Southeast corner of said Southwest Quarter of the Northwest Quarter, thence West along the South line thereof 600 feet to a point; thence Northeasterly 848 feet, more or less, to a point in the East line of said Southwest Quarter of the Northwest Quarter which is distant North 600 feet from the point of beginning; thence South 600 feet to the point of beginning.

PARCEL 14: The East Half of the Southeast Quarter of the Southeast Quarter of Section 19; Southeast Quarter of the Northeast Quarter, Northeast Quarter of the Southeast Quarter, the South Half of the Southeast Quarter, the South three-fourths of the Northwest Quarter of the Southeast Quarter, Southwest Quarter of the Southwest Quarter, and the East Half of the Southwest Quarter of Section 20, all in Township 10 South, Range 3 West, S.B.M., EXCEPTING that portion of said East Half of the Southwest Quarter of said Section 20, included within the boundaries of Fairview, according to the Map thereof No. 765, filed in the office of the County Recorder of the County of San Diego, October 28, 1893.

PARCEL 15: All of Blocks 1, 2, 3, 4, 5, 6; Lots 1 to 25 inclusive and Lots 28 to 40 inclusive in Block 7; all of Blocks 8 and 9;

Lots 1 to 8 inclusive, and Lots 33 to 40 inclusive in Block 10;

Lots 1 to 20 inclusive, and Lots 24 to 40 inclusive in Block 11;

Lots 3 to 13 inclusive, Lots 16 to 19 inclusive, and Lots 22 to 40 inclusive, in Block 12.

All of said lots and blocks being in the subdivision of Tract known as Fairview, according to the Map thereof No. 765, filed in the office of the County Recorder of the County of San Diego, October 28, 1893.

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Also that portion of First Street in said Fairview as vacated and closed to public use on May 4, 1915, by Order of the Board of Supervisors of San Diego County, recorded in Book 36, page 175, of Supervisors' Records, described as follows:

Beginning at the Northwest corner of Lot 40 in Block 12 of said Fairview, thence East along the North line of said Lot 40 and the same produced Easterly to a point in the center line of the alley in said Block 12; thence North along the center line of said alley produced Northerly 20 feet to a point in the center line of said

of First Street to a point in a line 25 feet Westerly of and parallel to the center line of Highway Commissioner's route No. 4, Division No. 3, as shown by the map on file in the office of the County Surveyor of San Diego County; thence Northwesterly along said line 25 feet Westerly of and parallel to the center line of said Route No. 4, to a point in the South line of Lot 20 in Block 5 of said Fairview; thence West along the South line of Lots 20 and 21 in said Block 5 to the Southwest corner of said Lot 21; thence South 60 feet to the point of beginning:

PARCEL 16: The Northwest Quarter of the Southeast Quarter of the Southeast Quarter and the East Half of the Southeast Quarter of the Southeast Quarter of Section 29, Township 9 South, Range 2 West, S.B.M.,

PARCEL 17: Northeast Quarter of the Northwest Quarter, the West Half of the Northeast Quarter, Northeast Quarter of the Northeast Quarter and the South Half of Section 36, Township 10 South, Range 1 West, S.B.M.

PARCEL 18: The Northeast Quarter of the Northeast Quarter of Section 34, Township 10 South, Range 1 West, S.B.M.,

PARCEL 19: The North Half of the Southeast Quarter and The Southeast Quarter of the Southeast Quarter of Section 27, Township 10 South, Range 1 West, S.B.M.

PARCEL 20: The Northeast Quarter of the Northeast Quarter of Section 9, and Lots 1 and 2 of Section 10, all in Township 11 South, Range 2 East, S.B.M.,

PARCEL 21: The South Half of the Southeast Quarter, the South Half of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 4, Township 11 South, Range 2 East, S.B.M.

PARCEL 22: All of Section 36, Township 10 South, Range 1 East, S.B.M., Northeast Quarter of the Northwest Quarter, the West Half of the Northwest Quarter, and Northwest Quarter of the Southwest Quarter of Section 31, Township 10 South, Range 2 East, S.B.M.

PARCEL 23: Lot 4 of the Rancho Guajome, according to the Partition Map thereof made in the action of Susie G. Coats vs. Richard O'Neil, et al, (See Superior Court Civil No. 10201), and on file in the office of the County Clerk of said San Diego County.

Lot 2 of Section 2 in Township 11 South, Range 4 West, S.B.M., and the Southwest Quarter of the Southeast Quarter of Section 35, Township 10 South, Range 4 West, S.B.M.

PARCEL 24: Lots 1 and 2; the Northeast Quarter of the Southwest Quarter, and the East Half of the Northwest Quarter of the Southwest Quarter of Section 35, Township 10 South, Range 4 West, S.B.M., ---- and

WHEREAS, William G. Henshaw, of San Francisco, California, proposes to construct and perpetually maintain a dam or dams and reservoir or reservoirs on said San Luis Rey River at a point or points above and easterly from the point where the line running North and South through the center of Sections 4 and 9, Township 11 South, Range 2 East, S.B.M., intersects and crosses the said San Luis Rey River in the County of San

Diago, State of California, for the purpose of impounding and storing in such reservoir or reservoirs all of the waters of said river above said point its tributaries and affluents, and diverting the same within or / and without the water shed of said river.

NOW THEREFORE, the undersigned, Ed. Fletcher and Mary C. B. Fletcher, his wife, for value received, do, and each of them does, hereby consent and agree for all time that the said William G. Henshaw, his heirs and assigns, may at any time construct and perpetually maintain a dam or dams across said San Luis Rey River and any of its tributaries and affluents and a reservoir or reservoirs in connection therewith, at any point or points easterly from said center section line of said Sections 4 and 9, for the purpose of storing, impounding and diverting the waters of said river, its tributaries and affluents above said point, as aforesaid; and that he, the said Henshaw, his heirs and assigns, may perpetually divert by means thereof, or otherwise, all or any of the waters of said river, its tributaries and affluents above said center section line, within or without the water shed thereof; and the right to store, impound, and / or divert the waters of said river, its tributaries and affluents above said center section line is hereby given and granted to said William G. Henshaw; and any right or rights which said Ed. Fletcher and Mary C. B. Fletcher, his wife, or either of them, may have or claim to have, as the owners or owner of the above described or any other lands riparian to, near or adjacent to said river, or otherwise, to object to or restrain the construction of such dam or dams, and reservoir or reservoirs, and / or to the impounding and storing of all or any of the waters of said river, its tributaries and affluents above said point by means of such dam or dams, or otherwise, and / or to the diversion of the same above such center section line, is hereby forever renounced, released and waived by said Ed. Fletcher and Mary C. B. Fletcher, his wife, in favor of and for the benefit of said William G. Henshaw, his heirs and assigns.

Said Ed. Fletcher and Mary C. B. Fletcher, his wife, do, and each of them does, further agree and consent that after the construction of any dam or dams, or reservoir or reservoirs, in connection therewith, by said Henshaw, his heirs or assigns, as above provided for, other and additional dams or reservoirs may at any time be constructed and perpetually maintained by said William G. Henshaw, his heirs or assigns, above or easterly from said center section line of said sections 4 and 9 for the purpose of impounding, storing and diverting the waters of said river, its affluents, and tributaries; and that as to any and all dams which may be erected, the same may be increased in height and the storage capacity of any reservoir or reservoirs increased in capacity whenever said Henshaw, his heirs or assigns, may desire so to do.

The consent hereby given to and agreement hereby made with the said William G. Henshaw respecting the construction and maintenance of said dam or dams and reservoir or reservoirs and the diversion of all or any part of said waters above said dam or dams, and all grants, releases, renuncements and waivers of rights herein contained shall be considered as a covenant or covenants binding and running with the said above described lands of said Ed. Fletcher, and also any other land owned by said Ed. Fletcher and said Mary C. B. Fletcher, his wife, or either of them, adjacent, near or riparian to said San Luis Rey River, or in which they, or either of them, may have any interest whatsoever or which might be in any way affected by the building of such dam or dams or the impounding or diversion of the waters of said river, its tributaries or affluents and shall bind their and each of their heirs and assigns forever, and shall inure to the benefit of the heirs and assigns of said William G. Henshaw.

This instrument and every transfer, conveyance and grant herein contained is made subject to all existing liens, encumbrances or easements upon, against or per-

taining to the real property or any part thereof hereinbefore described or referred to.

IN WITNESS WHEREOF the said Ed. Fletcher and Mary C. B. Fletcher, his wife, have hereunto set their hands this 5th day of October, 1922.

Ed. Fletcher

Mary C. B. Fletcher

GENERAL ACKNOWLEDGEMENT

STATE OF CALIFORNIA.)  
                          )ss.  
County of San Diego.)

On this 5th day of October A. D. 1922, before me, Lou B. Mathews a Notary Public in and for the said County of San Diego, State of California, residing therein duly commissioned and sworn, personally appeared Ed. Fletcher and Mary C. B. Fletcher personally known to me to be the persons whose names are subscribed to the within instrument, and they duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County of San Diego, the day and year in this certificate first above written.

Lou. B.

Lou B. Mathews

Mathews

Notary Public in and for the County  
of San Diego, State of California.  
My Commission Expires December 7, 1922.

Recorded at Request of Grantor (May) Oct. 11, 1922 At 57 Min. past 2 o'clock P. M.

31391 Fee \$ 3.00

John H. Perry, County Recorder

*M. Drummond*  
County Clerk

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THE FIRST NATIONAL BANK OF SAN DIEGO, a corporation, of the City of San Diego, County of San Diego, State of California,

For and in consideration of the sum of TEN and No/100 (\$10.00) DOLLARS

DO HEREBY GRANT TO A. B. Titus

ALL THAT REAL PROPERTY Situated in the City of San Diego, County of San Diego, State of California, bounded and described as follows:

Lots Twelve (12), Thirteen (13), Thirty-four (34), Thirty-five (35), Thirty-six (36), Thirty-seven (37), Thirty-eight (38) and Thirty-Nine (39), in Block Five (5) and Lots Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27) and Twenty-eight (28) in Block Seven (7) of La Jolla Strand, in the City of San Diego, County of San Diego, State of California, according to map thereof No. 1216, filed in the office of the County Recorder of said San Diego County, October 18, 1909.

Subject to the second installment of the State and County taxes for the fiscal year 1922-23.

F. N. B.	10	/	11	/	22
50 Cents	1 Dollar		1 Dollar		

TO HAVE AND TO HOLD the above granted and described premises, unto the said Grantee his heirs and assigns forever.

WITNESSETH: That said corporation has caused this deed to be signed by its Vice President and Assistant Cashier and its corporate seal to be affixed hereto this 11th day of October, 1922.

Signed and Executed in presence of) National Bank THE FIRST NATIONAL BANK OF SAN DIEGO  
of San Diego  
----- ) Cal. By G. S. Pickrell Vice-President.

By J.O. Miller Assistant Cashier.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office, in said County of San Diego, State of California, the day and year in this Certificate first above written.



N. Steinmetz,  
Notary Public in and for the County  
of San Diego, State of California.

Recorded at Request of M. Fintzelberg, Oct. 19, 1922. At 5 Min. past 9 o'clock A.M.

32501

John H. Ferry, County Recorder,

By L. B. Woodard, Deputy.

Fee \$ .90

*J.H. Drummond*  
County Surveyor

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KNOW ALL MEN BY THESE PRESENTS THAT,

\* WHEREAS, the undersigned, JOHN TREANOR, is the owner of an undivided interest or estate in the following described parcels of real property situated in the County of San Diego, State of California, and being riparian, near or adjacent to the San Luis Rey River, to-wit:-

PARCEL 1:

Northeast Quarter of the Northeast Quarter of Section 9, and Lots 1 and 2 of Section 10, all in Township 11 South, Range 2 East, S.B.M..

PARCEL 2:

The South Half of the Southeast Quarter, the South Half of the Southwest Quarter, and Northwest Quarter of the Southwest Quarter of Section 4, Township 11 South, Range 2 East, S.B.M.,

PARCEL 3:

Southeast Quarter of the Northeast Quarter, and the North Half of the Northeast Quarter of Section 31, Township 10 South, Range 3 West, S.B.M.,

PARCEL 4:

The Northwest Quarter of the Southwest Quarter of Section 13, Township 11 South, Range 5 West, S.B.M.,

PARCEL 5:

All of the Southeast Quarter of the Northeast Quarter of Section 8, Township 11 South, Range 4 West, S.B.M., lying South of the County Road, as said road is shown on Road Survey No. 229, in the office of the County Surveyor of the County of San Diego, State of California, EXCEPTING the East 24.87 feet thereof.

PARCEL 6:

The North Half of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 35, Township 10 South, Range 4 West, S.B.M.,

PARCEL 7:

The Northeast Quarter, Northeast Quarter of the Northwest Quarter, and the North Half of the Northwest Quarter of the Northwest Quarter of Section 1, Township 11 South, Range 4 West, S.B.M.

PARCEL 8:

That portion of Lot 4 of Section 31, Township 10 South, Range 3 West, S.B.M., and that portion of Lot 4 of Section 6, Township 11 South, Range 5 West, S.B.M.,

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deeds

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as shown on the plat of License Survey No. 150, filed in the office of the County Recorder of San Diego County, on May 26, 1906, described as follows:

BEGINNING at the point of intersection of the West line of Lot 4 of said Section 6, and the North bank of the San Luis Rey River, thence Northeasterly along the North bank of said river, 660 feet to a stake; thence Northwesterly 330 feet to stake; thence Southwesterly 660 feet to a stake in said West line of Lot 4; thence South 330 feet to the point of beginning.

PARCEL 9:  
The West Half of the Southeast Quarter and the South Half of the Northeast Quarter of Section 30 Township 10 South, Range 3 West, S.B.M., EXCEPTING from said South Half of the Northeast Quarter that portion thereof described as follows:  
BEGINNING at the Northeast corner of the Southeast Quarter of the Northeast Quarter; thence West along the North line of said Southeast Quarter of the Northeast Quarter, 660 feet to a point; thence Southeasterly 848 feet, more or less, to a point in the East line of said Southeast Quarter of the Northeast Quarter, distant South 600 feet from the point of beginning; thence North along said East line 600 feet to the point of beginning.

PARCEL 10:  
The East Half of the Southeast Quarter of Section 30, Township 10 South, Range 3 West, S.B.M.,

PARCEL 11:  
The North Half of the Southwest Quarter, and the Southwest Quarter of the Southwest Quarter of Section 29, Township 10 South, Range 3 West, S.B.M.,

PARCEL 12:  
The East Half of the Northwest Quarter of the Northwest Quarter, Southeast Quarter of the Northwest Quarter, Northwest Quarter of the Northeast Quarter, and the Northeast Quarter of the Northwest Quarter of Section 29, Township 10 South, Range 3 West, S.B.M., EXCEPTING those portions of said Northeast Quarter of the Northwest Quarter described as follows:

Beginning at the Northwest corner of said Northeast Quarter of the Northwest Quarter, thence East 26 rods; thence South 25 rods; thence West parallel with the North line of said Northeast Quarter of the Northwest Quarter, 26 rods to the West line thereof; thence North 25 rods to the point of beginning.

ALSO beginning at the point of intersection of the North line of said Northeast Quarter of the Northwest Quarter and the Southerly prolongation of the West line of Block 10 of the Townsite of Fairview, according to the Map thereof No. 765, filed in the office of the County Recorder of the County of San Diego, October 28, 1893, and running thence East 150 feet; thence South 200 feet; thence West 150 feet; and thence North 200 feet to point of beginning.

PARCEL 13:  
That portion of the Southwest Quarter of the Northwest Quarter of Section 29, Township 10 South, Range 3 West, S.B.M., described as follows:  
BEGINNING at the Southeast corner of said Southwest Quarter of the Northwest Quarter, thence West along the South line thereof 600 feet to a point; thence Northeasterly 848 feet, more or less, to a point in the East line of said Southwest Quarter of the Northwest Quarter which is distant North 600 feet from the point of beginning; thence South 600 feet to the point of beginning.

PARCEL 14:  
The East Half of the Southeast Quarter of the Southeast Quarter of Section 19; Southeast Quarter of the Northeast Quarter, Northeast Quarter of the Southeast Quarter, the South Half of the Southeast Quarter, the South three-fourths of the Northwest Quarter of the Southeast Quarter, Southwest Quarter of the Southwest

Quarter, and the East half of the Southwest Quarter of Section 20, all in Township 10 South, Range 3 West, S.B.M., EXCEPTING that portion of said East Half of the Southwest Quarter of said Section 20, included within the boundaries of Fairview, according to the Map thereof No. 765, filed in the office of the County Recorder of the County of San Diego, October 28, 1893.

**PARCEL 15:**

All of Blocks 1, 2, 3, 4, 5, 6; Lots 1 to 25 inclusive and Lots 28 to 40 inclusive in Block 7; all of Blocks 8 and 9;

Lots 1 to 8 inclusive, and Lots 33 to 40 inclusive in Block 10;

Lots 1 to 20 inclusive, and Lots 24 to 40 inclusive in Block 11;

Lots 3 to 13 inclusive, Lots 16 to 19 inclusive, and Lots 22 to 40 inclusive, in Block 12.

All of said lots and blocks being in the subdivision or tract known as Fairview, according to the Map thereof No. 765, filed in the office of the County Recorder of the County of San Diego, October 28, 1893.

ALSO that portion of First Street in said Fairview, as vacated and closed to public use on May 4, 1915, by Order of the Board of Supervisors of San Diego County, recorded in Book 36, Page 175, of Supervisors' Records, described as follows:

Beginning at the Northwest corner of Lot 40 in Block 12, of said Fairview, thence East along the North line of said Lot 40 and the same produced Easterly to a point in the center line of the alley in said Block 12; thence north along the center line of said alley produced Northerly 30 feet to a point in the center line of said First Street, as shown on the Map of said Fairview; thence East along said center line of First Street to a point in a line 25 feet Westerly of and parallel to the center line of Highway Commissioner's route No. 4, Division No. 3, as shown by the Map on file in the office of the County Surveyor of San Diego County; thence Northwesterly along said line 25 feet Westerly of and parallel to the center line of said Route No. 4, to a point in the South line of Lot 20 in Block 5 of said Fairview; thence West along the South line of Lots 20 and 21 in said Block 5 to the Southwest corner of said Lot 21; thence South 60 feet to the point of beginning.

**PARCEL 16:**

The Northwest Quarter of the Southeast Quarter of the Southeast Quarter and the East Half of the Southeast Quarter of the Southeast Quarter of Section 29, Township 9 South, Range 2 West, S.B.M.,

**PARCEL 17:**

Northeast Quarter of the Northwest Quarter, the West Half of the Northeast Quarter, Northeast Quarter of the Northeast Quarter and the South Half of Section 36, Township 10 South, Range 1 West, S.B.M.,

**PARCEL 18:**

The Northeast Quarter of the Northeast Quarter of Section 34, Township 10 South, Range 1 West, S.B.M.,

**PARCEL 19:**

The North Half of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 27, Township 10 South, Range 1 West, S.B.M.,

**PARCEL 20:**

The Northeast Quarter of the Northeast Quarter of Section 9, and Lots 1 and 2 of Section 10, all in Township 11 South, Range 2 East, S.B.M.,

**PARCEL 21:**

The South Half of the Southeast Quarter, the South half of the Southwest

Quarter and the Northwest Quarter of the Southwest Quarter of Section 4, Township 11 South, Range 2 East, S.B.M..

PARCEL 22:

All of Section 36, Township 10 South, Range 1, East, S.B.M., Northeast Quarter of the Northwest Quarter, the West Half of the Northwest Quarter, and Northwest Quarter of the Southwest Quarter of Section 31, Township 10 South, Range 2 East, S.B.M.

PARCEL 23:

Lot 4 of the Rancho Guajome, according to the Partition Map thereof made in the action of Susie G. Couts, Vs., Richard O'Neil, et al., (See Superior Court Civil No. 10201) and on file in the office of the County Clerk of said San Diego County. Lot 2 of Section 2 in Township 11 South, Range 4 West, S.B.M., and the Southwest Quarter of the Southeast Quarter of Section 35, Township 10 South, Range 4 West, S.B.M.

PARCEL 24:

Lots 1 and 2; the Northeast Quarter of the Southwest Quarter, and the East Half of the Northwest Quarter of the Southwest Quarter of Section 35, Township 10 South, Range 4 West, S.B.M., --- and

WHEREAS, WILLIAM G. HENSHAW, of San Francisco, California, proposes to construct and perpetually maintain a dam or dams and reservoir or reservoirs on said San Luis Rey River, at a point or points above and easterly from the point where the line running North and South through the center of Sections 4 and 9, Township 11 South, Range 2 East, S.B.M., intersects and crosses the said San Luis Rey River, in the County of San Diego, State of California, for the purpose of impounding and storing in such reservoir or reservoirs all of the waters of said river, its tributaries and affluents, and diverting the same within or/and without the water shed of said river.

NOW THEREFORE, the undersigned, said John Treanor and Catherine E. Treanor, his wife, for value received, do, and each of them does, hereby consent and agree for all time that the said William G. Henshaw, his heirs and assigns, may at any time construct and perpetually maintain a dam or dams across said San Luis Rey River, and any of its tributaries and affluents and a reservoir or reservoirs in connection therewith, at any point or points easterly from said center section line of said Sections 4 and 9, for the purpose of storing, impounding and diverting the waters of said river, its tributaries and affluents, as aforesaid; and that he, the said Henshaw, his heirs and assigns, may perpetually divert by means thereof, or otherwise, all or any of the waters of said river, its tributaries and affluents above said center section line, within or without the water shed thereof; and the right to store, impound, and/or divert the waters of said river, its tributaries and affluents above said center section line is hereby given and granted to said William G. Henshaw; and any right or rights which said John Treanor and Catherine E. Treanor, his wife, or either of them, may have or claim to have, as the owners or owner of the above described or any other lands riparian to, near or adjacent to said river, or otherwise, to object to or restrain the construction of such dam or dams, and reservoir or reservoirs, and/or to the impounding and storing of all or any of the waters of said river, its tributaries and affluents, by means of such dam or dams, or otherwise, and/or to the diversion of the same above such center section line, is hereby forever renounced, released and waived by said John Treanor and Catherine E. Treanor, his wife, in favor of and for the benefit of said William G. Henshaw, his heirs and assigns.

Said John Treanor and Catherine E. Treanor, his wife, do, and each of them does, further agree and consent that after the construction of any dam or dams, or



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reservoir or reservoirs, in connection therewith, by said Henshaw, his heirs or assigns, as above provided for, other and additional dams or reservoirs may at any time be constructed and perpetually maintained by said William G. Henshaw, his heirs or assigns, above or easterly from said center section line of said sections 4 and 9 for the purpose of impounding, storing and diverting the waters of said river, its affluents and tributaries, and that as to any and all dams which may be erected, the same may be increased in height and the storage capacity of any reservoir or reservoirs increased in capacity whenever said Henshaw, his heirs or assigns, may desire so to do.

The consent hereby given to and agreement hereby made with the said WILLIAM G. HENSHAW, respecting the construction and maintenance of said dam or dams and reservoir or reservoirs and the diversion of all or any part of said waters above said dam or dams, and all grants, releases, renunciations and waivers of rights herein contained shall be considered as a covenant or covenants binding and running with the said above described lands of said John Treanor, and also any other land owned by said John Treanor and said Catherine E. Treanor, his wife, or either of them, adjacent, near or riparian to said San Luis Rey River or in which they, or either of them, may have any interest whatsoever or which might be in any way affected by the building of such dam or dams or the impounding or diversion of the waters of said river, its tributaries or affluents, and shall bind their and each of their heirs and assigns, forever, and shall inure to the benefit of the heirs and assigns of said William G. Henshaw.

This instrument and every transfer, conveyance and grant herein contained is made subject to all existing liens, encumbrances or easements upon, against or pertaining to the real property or any part thereof hereinbefore described or referred to.

IN WITNESS WHEREOF the said John Treanor and Catherine E. Treanor, his wife, have hereunto set their hands this 17th day of October, 1922.

John Treanor.

Catherine E. Treanor, X

STATE OF CALIFORNIA, }  
COUNTY OF LOS ANGELES, } SS.

On this 17th day of October, A.D., 1922, before me, Ella Olsson, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared John Treanor and Catherine E. Treanor, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this Certificate first above written.



Ella Olsson,

Notary Public in and for said County  
and State of California.

32503 Recorded at Request of Ed Fletcher, Oct. 19, 1922. At 10 Min. past 9 o'clock A.M.

By John H. Perry, County Recorder,

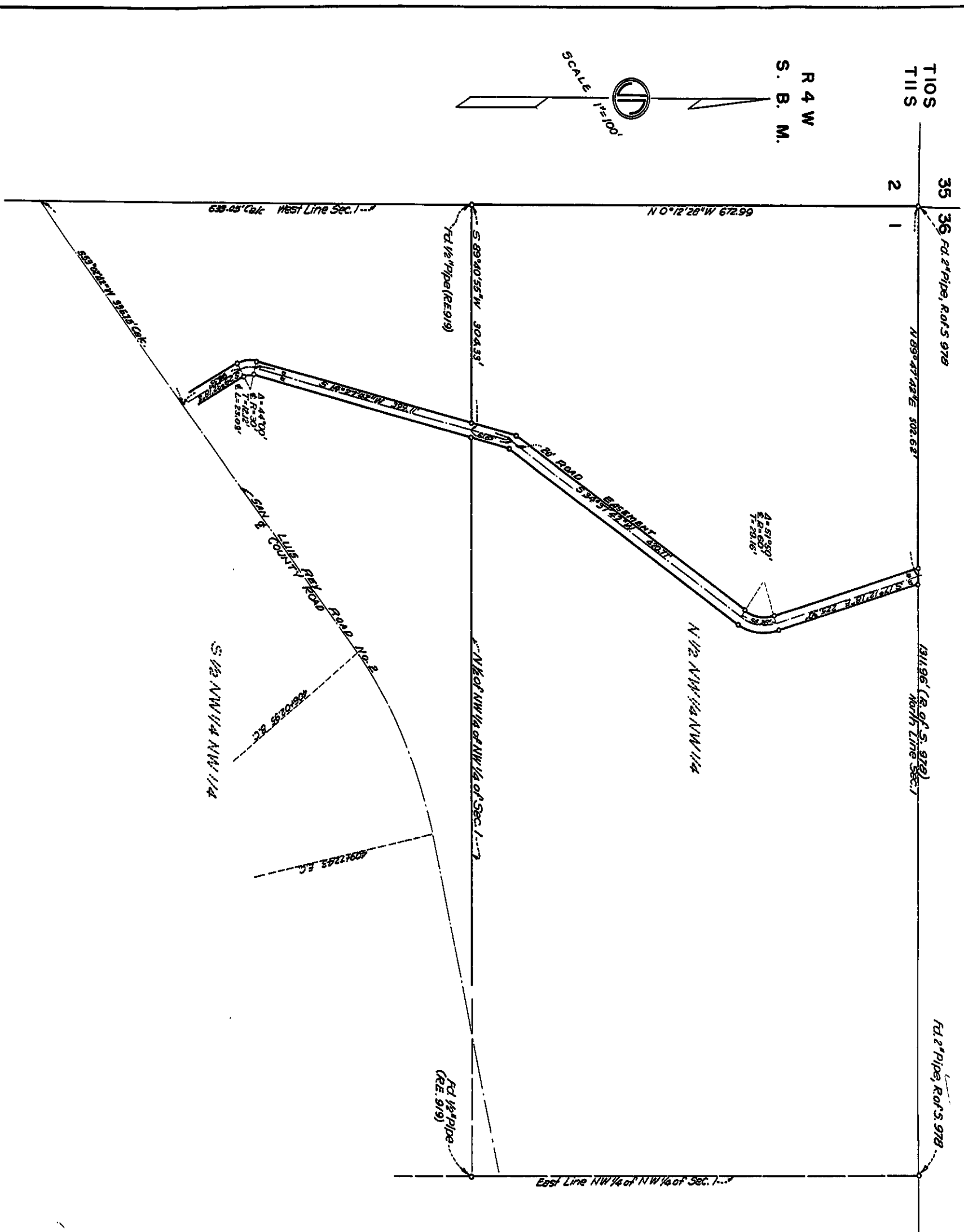
Fee \$4.00

*FW Drummond*

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# RECORD OF SURVEY OF PORTION OF NW 1/4 OF NW 1/4 OF SEC. 1, T 11 S, R 4 W, S. B. M. SAN DIEGO COUNTY CALIFORNIA



NOTES:  
Basis of bearings derived from North line of Section 1, T 11 S, R 4 W, S. B. M., according to R. of S. Map No. 978.  
0.001' pipe set centered with copper disk stamped L.S. 2334, unless otherwise noted.

I, James S. Peterson, a Licensed Surveyor of the State of California, certify that this survey was made by me or under my direction on or about June 7, 1947, that the name of the person who authorized me to make this survey was Mr. George Reid; that this survey is true and complete as shown; that the monuments are of the character and occupy the positions indicated and are sufficient to enable the survey to be retraced.

*James S. Peterson*  
James S. Peterson  
Licensed Surveyor 2334

I, J. H. Mack, County Surveyor of San Diego County, certify that I have examined this map with respect to (a) its accuracy of survey and mathematical data; (b) its conformity to other records, or satisfactory evidence of the errors of such other records; (c) its compliance with the provisions of Chap. 15, Div. 3, Business and Professions Code and find it satisfactory. I further certify that it does not appear to be the record of a survey of a subdivision as defined in Section 11535 of the Subdivision Map Act.

J. H. Mack, County Surveyor  
By: *J. H. Mack*  
J. H. Mack  
Assessor

File No. 135784  
Filed at the request of James S. Peterson this 31 day of Dec. A.D. 1947, at 38 minutes past 12 o'clock A.M.  
Fee \$1.00  
Roger N. Howe, County Recorder  
By: *H. A. Schneider*  
Deputy

0 681

88 194463

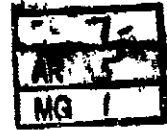
RECORDING REQUESTED BY AND )  
WHEN RECORDED MAIL TO: )  
CITY CLERK )  
CITY OF OCEANSIDE )  
704 THIRD STREET )  
OCEANSIDE, CA 92054 )

RECORDED IN  
OFFICIAL RECORDS  
OF SAN DIEGO COUNTY, CA

1988 APR 27 PM 3:42

VERA L. LYLE  
COUNTY RECORDER

COVENANT



REGARDING DEFERRED DRAINAGE FEES,  
DEFERRED THOROUGHFARE FEES AND  
DEFERRED TRAFFIC SIGNAL FEES

WHEREAS, Singh Property Management Company, a California partnership, hereinafter referred to as "Owner", is the owner of record of the real property located in the City of Oceanside, County of San Diego, State of California, as described in Exhibit "A", attached hereto and incorporated herein by reference, and hereinafter referred to as "subject property"; and

WHEREAS, the City of Oceanside, hereinafter referred to as "City", is a municipal corporation duly organized and existing under and by virtue of the laws of the State of California; and

WHEREAS, pursuant to the Grading Ordinance and adopted Uniform Building Code of the City of Oceanside, the Owner applied to the City for development on the subject property; and

WHEREAS, the Drainage Ordinance No. 85-23 of the City of Oceanside, as revised August 28, 1985, requires payment of Drainage Fees at the time of issuance of a Building Permit; and

WHEREAS, the Thoroughfare Ordinance No. 83-01 of the City of Oceanside, dated January 12, 1983, requires payment of Thoroughfare Fees at the time of issuance of a Building Permit; and

OFFICIAL RECORDS, SAN DIEGO COUNTY, VERA L. LYLE RECORDER

11

WHEREAS, Traffic Signal Ordinance No. 87-19 of the City of Oceanside, dated April 22, 1987, requires payment of Traffic Signal Fees at the time of issuance of a Building Permit; and

WHEREAS, Owner applied for a Building Permit under the City's adopted Uniform Building Code and as a requisite to issuance of said Building Permit was required to pay Drainage Fees under the Drainage Ordinance, Thoroughfare Fees under the Thoroughfare Ordinance, and Traffic Signal Fees under the Traffic Signal Ordinance; and

WHEREAS, Section 2.5.2 of the Drainage Ordinance provides that when existing parcels are larger than the minimum lot size permitted by zoning regulations within the approved Oceanside General Plan Land Use Designation a request may be made that the required Drainage Fee be computed and paid based upon the minimum lot size required under the zoning maps of said General Plan Land Use Designation; and

WHEREAS, Section 13, paragraph "C" of the Thoroughfare Ordinance provides that if a property owner constructs a building on an agricultural parcel which exceeds one and one-half acres in size, the thoroughfare fee shall be calculated and paid based upon the average daily trips to be generated on one and one-half acres of the entire parcel; and

WHEREAS, Section 13, paragraph "C" of the Traffic Signal Ordinance provides that if a property owner constructs a building on an agricultural parcel which exceeds one and one-half acres in size, the traffic signal fee shall be calculated and paid based upon the average daily trips to be generated on one and one-half acres of the entire parcel.

NOW, THEREFORE, Owner having paid the required Drainage Fee based on the minimum lot size of two and one-half acres specified by the current A 2-1/2 zoning of the property and the current Drainage Fee of \$5,523.00 per acre in the amount of \$13,807.50, and in consideration of the recording of this covenant, to run with the land and become a part of the deed to said property, is permitted to defer the payment of the Drainage Fees for the remaining 19.26 acres of the 21.76-acre property until such time as the land is further developed or subdivided, unless additional deferments are granted by the City. The deferred payment, when it becomes payable, will be payable at the rate which the City is then charging for drainage fees and not at the rate in effect at the time of this deferral.

FURTHERMORE, Owner having paid the required Thoroughfare Fee based on the 90 average daily trips generated on one and one-half acres of the entire agricultural property and the current Thoroughfare Fee of \$157.00 per trip in the amount of \$14,130.00, and in consideration of the recording of this covenant, to run with the land and become a part of the deed to said property, is permitted to receive credit against the entire 21.76-acre property for the fees paid. The entire 21.76-acre property may be subject to the payment of additional fees in accordance with the provisions of the Thoroughfare Ordinance upon the subdivision of the property or construction of any additional building or structure on the property unless additional deferments are granted by the City. The payment of any additional Thoroughfare Fees, when it becomes payable, will be payable at the rate which the City is then charging for thoroughfare fees and not at the rate in effect at the time of this deferral.

FURTHERMORE, Owner having paid the required Traffic Signal Fee based on the 90 average daily trips generated on one and one-half acres of the entire agricultural property and the current Traffic Signal Fee of \$6.00 per trip in the amount of \$540.00, and in consideration of the recording of this covenant,

to run with the land and become a part of the deed to said property, is permitted to receive credit against the entire 21.76-acre property for the fees paid. The entire 21.76-acre property may be subject to the payment of additional fees in accordance with the provisions of the Traffic Signal Ordinance upon the subdivision of the property or construction of any additional building or structure on the property unless additional deferments are granted by the City. The payment of any additional Traffic Signal Fees, when it becomes payable, will be payable at the rate which the City is then charging for traffic signal fees and not at the rate in effect at the time of this deferral.

This covenant shall be recorded and run with the land, and shall bind Owner and all his/her assigns or successors in interest.

DATED: April 22, 1988

Singh Property Management, Co.,  
A California Partnership

By:

Harry Singh Jr.  
Harry Singh Jr.  
Partner

STATE OF CALIFORNIA

COUNTY OF San Diego } ss.

On April 22, 1988 before me, the undersigned, a Notary Public in and for said State, personally appeared

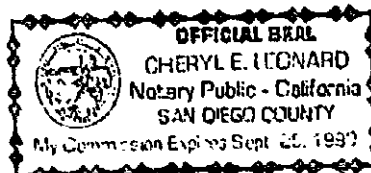
Harry Singh Jr.

known to me to be one of the partners of the partnership that executed the within instrument and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

Signature

Cheryl E. Leonard  
Cheryl E. Leonard  
Name (Typed or Printed)



(This area for official notarial seal)

## EXHIBIT "A"

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

## PARCEL 1:

All that portion of Lots 3 and 4, Section 1, Township 11 South, Range 4 East, San Bernardino Meridian, in the City of Oceanside, County of San Diego, State of California, according to the United States Government Survey thereof approved December 27, 1870, described as follows:

Beginning at a point in the Northerly line of said Lot 3, said point being South 89 degrees 47'42" West 891.37 feet from the North Quarter corner of said Section; thence South 89 degrees 47'42" West along the Northerly lines of said Lots 3 and 4, a distance of 1229.93 feet to a point that bears North 89 degrees 47'42" East 502.62 feet from the Northwest corner of said Section; thence leaving said Northerly line, South 17 degrees 12'18" East 225.30 feet to the Beginning of a tangent curve concave Westerly and having a radius of 60.00 feet; thence Southerly along the arc of said curve through a central angle of 51 degrees 50' an arc distance of 54.28 feet; thence tangent to said curve, South 34 degrees 37'42" West 420.77 feet; thence South 14 degrees 27'42" West 61.85 feet to a point in the Southerly line of said North half of Northwest Quarter of Northwest Quarter, said point being distant along said Southerly line North 89 degrees 40'55" East 304.33 feet from the Westerly extremity of said Southerly line; thence continuing South 14 degrees 27'42" West 337.26 feet to the Beginning of a tangent 30 foot radius curve, concave Easterly, having a central angle of 44 degrees 00'; thence Southerly along said curve 23.03 feet; thence tangent to said curve South 29 degrees 32'18" East 96.55 feet to a point designated herein as Point "C" in the center line of the County road known as San Luis Rey Road No. 2, as said road is shown on map filed in the Office of the County Surveyor of said San Diego County, as said road was located on May 6, 1947; thence along said center line as follows: North 53 degrees 08'32" East 452.04 feet more or less to the point of Beginning of a tangent curve concave Southeasterly having a radius of 600.00 feet; thence Northeasterly along said curve 269.48 feet through an angle of 25 degrees 44'; thence along said center line and tangent to said curve North 78 degrees 52'32" East 953.47 feet; thence North 11 degrees 07'28" West 30.00 feet; thence North 8 degrees 30'30" West 521.88 feet to the True Point of Beginning.

Reserving an Easement and Right of Way for road purposes over the Westerly 10 feet of the above described land.

## PARCEL 2:

An Easement and Right of Way for road purposes over a strip of land 10 feet wide in Lot 4, Section 1, Township 11 South, Range 4 West, San Bernardino Meridian, City of Oceanside, County of San Diego, State of California, according to United States Government Survey, the Easterly line of said 10 foot strip being the Westerly line of Parcel 1 described above.



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

2321

DOC # 1992-0491136  
05-AUG-1992 03:58 PM

CITY CLERK  
OCEANSIDE CIVIC CENTER  
300 NORTH HILL STREET  
OCEANSIDE, CA 92054

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
ANNETTE EVANS, COUNTY RECORDER

RF:	6.00	FEES:	17.50
AF:	7.00		
MF:	1.00		
CF:	3.50		

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF REAL PROPERTY

WHEREAS, Singh Property Management Company (hereinafter referred to as the "Owner"), is the owner of approximately 2.9 acres of real property generally located at 5780 Mission Avenue, which such real property is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference thereto, and is hereinafter referred to as the "Property"; and

WHEREAS, the Property is restricted by Administrative Conditional Use Permit (ACUP-1-92) approved by the City of Oceanside pursuant to a Planning Director's Administrative Approval (hereinafter collectively referred to as the "Approval"), for the construction of an agricultural produce sales stand on the Property; and

WHEREAS, the Approval requires that a covenant be recorded by the property owner to reflect the conditions of approval related to ACUP-1-92; and

WHEREAS, the Owner intends to restrict the Property in accordance with the conditions of the Approval, as required by the Oceanside Planning Director;

NOW, THEREFORE, the Owner declares that said real property shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the covenants, conditions and restrictions set forth in this Declaration of Covenants, Conditions and Restrictions (hereinafter the "Declaration") expressly and exclusively for the use and benefit of said Property and each and every person and entity who now or in the future owns any portion of said Property. This Declaration shall constitute covenants running with the land and shall be binding on and for the benefit of the Owner, its successors and assigns, and all subsequent owners of the Property, together with their grantees, successors, heirs, executors, administrators, devisees, and assigns.

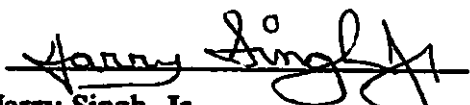
Owner hereby declares and covenants as follows:

1. Compliance with each and every condition of approval as set forth in said Approval of ACUP-1-92 shall be required and satisfied as a condition of any grading, improvement or development of the Property. The Approval sets forth specific requirements for on-site improvements, payment of fees, site development, building and use standards, and so on.
2. No provision of this Declaration is intended to, nor shall it be deemed to, modify, waive, delete or amend any condition or provision of the Approval. Each and every condition of the Approval is expressly incorporated into this Declaration and made a part hereof, and shall constitute covenants running with the land.
3. This Declaration shall constitute covenants running with the land and shall be binding on and for the benefit of Owner, its transferees, successors and assigns, and any other present or future interest holders or estate holders of any portion or all of the Property.
4. The entire list of conditions applicable to the Property may be reviewed in the approvals of ACUP-1-92 on file with the Planning Department of the City of Oceanside.

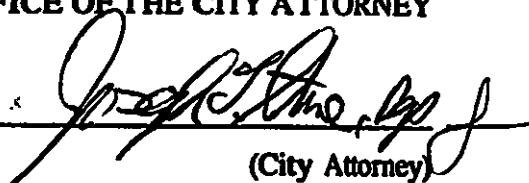
IN WITNESS WHEREOF, Harry Singh, Jr. executes this Declaration this 24th day of July, 1992.

OWNER

(NOTARY AND JURAT MUST BE ATTACHED)

  
 Harry Singh, Jr.  
 General Partner  
 Singh Property Management Company

APPROVED AS TO FORM  
 OFFICE OF THE CITY ATTORNEY

By:   
 (City Attorney)

Individual Acknowledgment

STATE OF CALIFORNIA } ss. 2323  
COUNTY OF San Diego

On this 24<sup>th</sup> day of July, in the year 1992.

Before me, the undersigned, a Notary Public in and for said County and State,  
personally appeared Harry Singh Jr

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

LT166 (5/82)

Signature

*Cheryl E. Leonard*  
Notary Public in and for said County and State

FOR NOTARY SEAL OR STAMP



OFFICIAL RECORDS, ANNETTE J. EVANS, SAN DIEGO RECORDER/COUNTY CLERK

EXHIBIT "A"  
SINGH PROPERTY MANAGEMENT COMPANY 2324  
AGRICULTURAL PRODUCE SALES STAND  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF REAL PROPERTY

LEGAL DESCRIPTION

Parcel 1

All that portion of Lots 3 and 4, Section 1, Township 11 South, Range 4 West, San Bernardino Meridian, in the City of Oceanside, County of San Diego, State of California, according to the United States Government Survey thereof approved December 27, 1870, described as follows:

Beginning at a point in the Northerly line of said Lot 3, said point being South  $89^{\circ}47'42''$  West 891.37 feet from the North Quarter corner of said Section; thence South  $89^{\circ}47'42''$  West along the Northerly line of said Lots 3 and 4, a distance of 1229.93 feet to a point that bears North  $89^{\circ}47'42''$  East 502.62 feet from the Northwest corner of said Section; thence leaving said Northerly line, South  $17^{\circ}12'18''$  East 225.30 feet to the beginning of a tangent curve concave Westerly and having a radius of 60.00 feet; thence, Southerly along the arc of said curve through a central angle of  $51^{\circ}90'$  an arc distance of 54.28 feet; thence tangent to said curve, South  $34^{\circ}37'42''$  West 420.77 feet; thence South  $14^{\circ}27'42''$  West 61.85 feet to a point in the Southerly line of said North Half of Northwest Quarter of Northwest Quarter, said point being distant along said Southerly line North  $89^{\circ}40'35''$  East 304.33 feet from the Western Extremity of said Southerly line; thence continuing South  $14^{\circ}27'42''$  West 337.26 feet to the beginning of a tangent 30 foot radius curve, concave Easterly, having a central angle of  $44^{\circ}00'$ ; thence Southerly along said curve 23.03 feet; thence tangent to said curve South  $29^{\circ}32'18''$  East 96.55 feet to a point designated herein as as Point "C" in the center line of the County Road known as San Luis Rey Road No: 2 as said road is shown on Map filed in the Office of the County Surveyor of said San Diego County, as said road was located on May 6, 1947; thence along said center line as follows: North  $53^{\circ}08'32''$  East 452.04 feet more or less to the beginning of a tangent curve concave Southeasterly having a radius of 600.00 feet; thence Northeasterly along said curve 269.48 feet through an angle of  $25^{\circ}44'$ ; thence along said center line and tangent to said curve North  $78^{\circ}52'32''$  East 953.47 feet; thence North  $11^{\circ}07'28''$  West 30.00 feet North  $8^{\circ}30'30''$  West 521.88 feet to the point of beginning.

Reserving an easment and right-of-way for road purposes over the Westerly 10 feet of the above described land.

Parcel 2

An easement and right-of-way for road purposes over a strip of land 10 feet wide in Lot 4, Section 1, Township 11 South, Range 4 West, San Bernardino Meridian, City of Oceanside, County of San Diego, State of California, according to United States Government Survey, the Easterly line of said 10 foot strip being the Westerly line of Parcel 1 described above.

MONUMENT LEGEND

- ①

FD. 2" BRASS DISK STAMPED AS SHOWN PER C.R. 1536, ROS 12510, PM 18706. ACCEPTED AS THE EAST 1/4 CORNER OF SEC. 35, T10S, R4W, S.B.M.
- ②

FD. 2" IRON PIPE W/TAG LS 2789, 12" DEEP PER PM 2214, PM 3427, ROS 12510, PM 18706. ACCEPTED AS CENTER OF SECTION CORNER OF SEC. 35, T10S, R4W, S.B.M.
- ③

FD. 3/4" IRON PIPE W/TAG RCE 8195, PER PM 8712, ACCEPTED AS THE WEST 1/4 CORNER OF SEC. 35, T10S, R4W, S.B.M.
- ④

FD. 1/2" IRON PIPE, BADLY RUSTED, W/ILLEG. TAG, 3.33 DEEP. ACCEPTED AS THE IRON PIPE PER ROS 978, PM 2212, PM 3427. ACCEPTED AS THE SW CORNER OF THE NE 1/4, SW 1/4 SEC. 35, T10S, R4W, S.B.M.
- ⑤

FD. 3/4" IRON PIPE W/TAG 3802 PER PM 2212 & PM 3427. ACCEPTED AS POINT ON NORTH-SOUTH LINE.
- ⑥

FD. 1/2" IRON PIPE W/TAG RE 919 PER ROS 978, PM 2212, PM 3427, PM 1806. ACCEPTED AS SE CORNER OF THE NE 1/4, SW 1/4 SEC. 35, T10S, R4W, S.B.M.
- ⑦

FD. 2" IRON PIPE W/TAG RCE 27732 PER PM 18706. NOT ACCEPTED.
- ⑧

FD. 1" IRON PIPE TAGGED RCE 27732 PER PM 18706. NOT ACCEPTED.
- ⑨

FD. 2" IRON PIPE W/TAG RCE 27732 PER PM 18706. ACCEPTED AS EXTENSION OF THE NORTH LINE OF THE SOUTHERLY 800' OF THE SE 1/4 SEC. 35, T10S, R4W, S.B.M.
- ⑩

FD. 1/2" IRON PIPE W/TAG RE 919 PER ROS 978. ACCEPTED AS POINT ON NORTH-SOUTH SECTION LINE OF SECTION 35, T10S, R4W, S.B.M.
- ⑪

FD. 2" IRON PIPE W/TAG RCE 27732 PER PM 18706. PIPE RUSTED AND CEMENT CORE LOOSE. REPLACED WITH 2" O.D. IRON PIPE W/2" BRASS DISK STAMPED AS SHOWN. ACCEPTED AS SE CORNER OF SEC. 35, T10S, R4W, S.B.M.
- ⑫

FD. 1/2" IRON PIPE W/TAG RE 919 PER ROS 978 AND ROS 1700. PIPE BENT. LOCATED AT BASE OF PIPE. ACCEPTED AS SW CORNER OF THE N 1/2, NW 1/4, NW 1/4 OF SEC. 1, T11S, R4W, S.B.M.
- ⑬

FD. 1" IRON PIPE W/CEMENT CORE W/RUSTED NAIL. ACCEPTED AS BC ON WESTERLY SIDE OF 20' WIDE ROAD EASEMENT PER ROS 1700.
- ⑭

FD. 1" IRON PIPE W/TAG RCE 13711. 18" DEEP. NO RECORD. ACCEPTED AS BC ON CENTERLINE OF 20' WIDE ROAD EASEMENT AS SHOWN ON ROS 1700.
- ⑮

FD. 5/8" IRON PIN. NO RECORD. ACCEPTED AS ANGLE POINT ON WESTERLY SIDE OF 20' WIDE ROAD EASEMENT AS SHOWN ON ROS 1700.
- ⑯

FD. 3/4" IRON PIPE W/TAG 13711. NO RECORD. ACCEPTED AS ANGLE POINT ON CENTERLINE OF 20' WIDE ROAD EASEMENT AS SHOWN ON ROS 1700.
- ⑰

FD. 3/4" IRON PIPE W/PLASTIC CAP RCE 21687 PER MAP 12631. ACCEPTED AS SUBDIVISION LOT CORNER
- ⑱






FD. 2" IRON PIPE W/TAG 1162. NO RECORD. ACCEPTED AS POINT ON EAST-WEST SECTION LINE OF SEC. 1, T11S, R4W, S.B.M.
- ⑲

FD. 2" IRON PIPE W/TAG RCE 21687, 2' DEEP, PER MAP 12631. ACCEPTED AS THE MOST NORTHEASTERLY CORNER OF GUAJOME MEADOWS SUBDIVISION PER MAP 12631
- ⑳

FD. 1/2" IRON PIPE W/TAG RE 919 PER ROS 978 ACCEPTED AS THE NORTHWEST CORNER OF LOT 3, SECTION 2, T11S, R4W, S.B.M.
- ㉑

FD LEAD/TAG "CAL DOT" ON CONCRETE FENCE COLLAR PER ROS 16513

LEGEND

- [ ].....INDICATES RECORD DATA AS NOTED
- ( ).....INDICATES RECORD DATA PER ROS 978
- < >.....INDICATES RECORD DATA PER PM 2212 & PM 3417
- { }.....INDICATES RECORD DATA PER ROS 1700
- ~ ~.....INDICATES RECORD DATA PER MAP 12631
- .....INDICATES FD. 1" IRON PIPE W/TAG "CAL DOT" PER ROS 16513.
- .....INDICATES FD. 1/2" IRON PIPE W/TAG RE 919 PER ROS 978 & AS NOTED PER MONUMENT LEGEND
- .....INDICATES FD. MONUMENT PER MONUMENT LEGEND.
- .....INDICATES SET 2" O.D. IRON PIPE W/TAG LS 4129 AS NOTED
- .....INDICATES SET 2" O.D. IRON PIPE W/BRASS DISK AS NOTED IN MONUMENT LEGEND AND STAMPED AS SHOWN

DD.....INDICATES DOC# 2003-0065151 O.R., REC. 1/17/2003

DD1.....INDICATES DOC# 1997-0156794 O.R., REC. 4/4/1997 (FINAL ORDER OF CONDEMNATION)

DD2.....INDICATES DOC# 1997-0156795 O.R., REC. 4/4/1997, (FINAL ORDER OF CONDEMNATION)

THE FEE OWNERSHIP OF THE PROPERTY SHOWN HEREON IS VESTED, OR WILL BE VESTED, IN THE VISTA UNIFIED SCHOOL DISTRICT, WHICH IS EXEMPT FROM HAVING TO FILE A PARCEL MAP UNDER SECTION 66428(A)(2) OF THE SUBDIVISION MAP ACT.

RECORD OF SURVEY

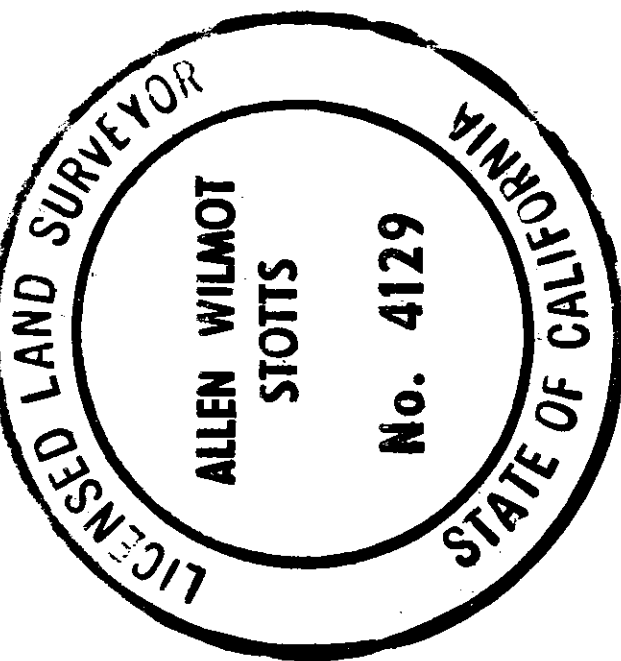
OF PORTIONS OF LOTS 1 AND 4 OF SECTION 2 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, T11S, R4W, S.B.M. THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 35, T10S, R4W, S.B.M., IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY APPROVED DEC. 27, 1870.

BASIS OF BEARINGS

BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTHERLY LINE OF STATE HIGHWAY 11-SD-76 BETWEEN STATION 430+00 AND 436+00 ACCORDING TO R of S NO. 16513 SHEET 18 OF 18. ON FILE IN THE COUNTY OF SAN DIEGO. I.E. N66°28'39"E

SURVEYOR'S STATEMENT

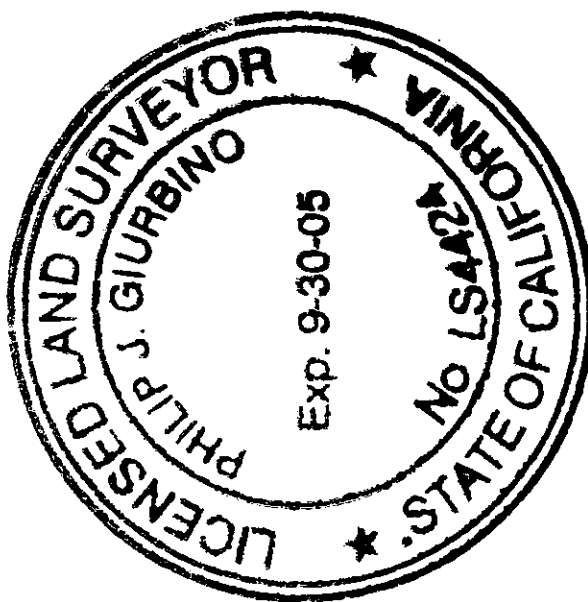
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT AT THE REQUEST OF VISTA UNIFIED SCHOOL DISTRICT DURING JANUARY AND FEBRUARY, 2004.



*Allen W. Stotts*  
ALLEN W. STOTTS LS 4129  
LICENSE EXPIRATION DATE 6-30-04

COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE LAND SURVEYOR'S ACT THIS 13<sup>th</sup> DAY OF MAY, 2004.



*Philip J. Giurbino*  
PHILIP J. GIURBINO LS 4424  
COUNTY SURVEYOR

RECORDER'S STATEMENT

FILE NO. 2004-0441037  
FILED THIS 14<sup>TH</sup> DAY OF MAY, 2004, AT 9:35 O'CLOCK P.M. IN BOOK OF RECORD OF SURVEY MAPS AT PAGE 18274, AT THE REQUEST OF VISTA UNIFIED SCHOOL DISTRICT.

GREGORY J. SMITH  
COUNTY RECORDED

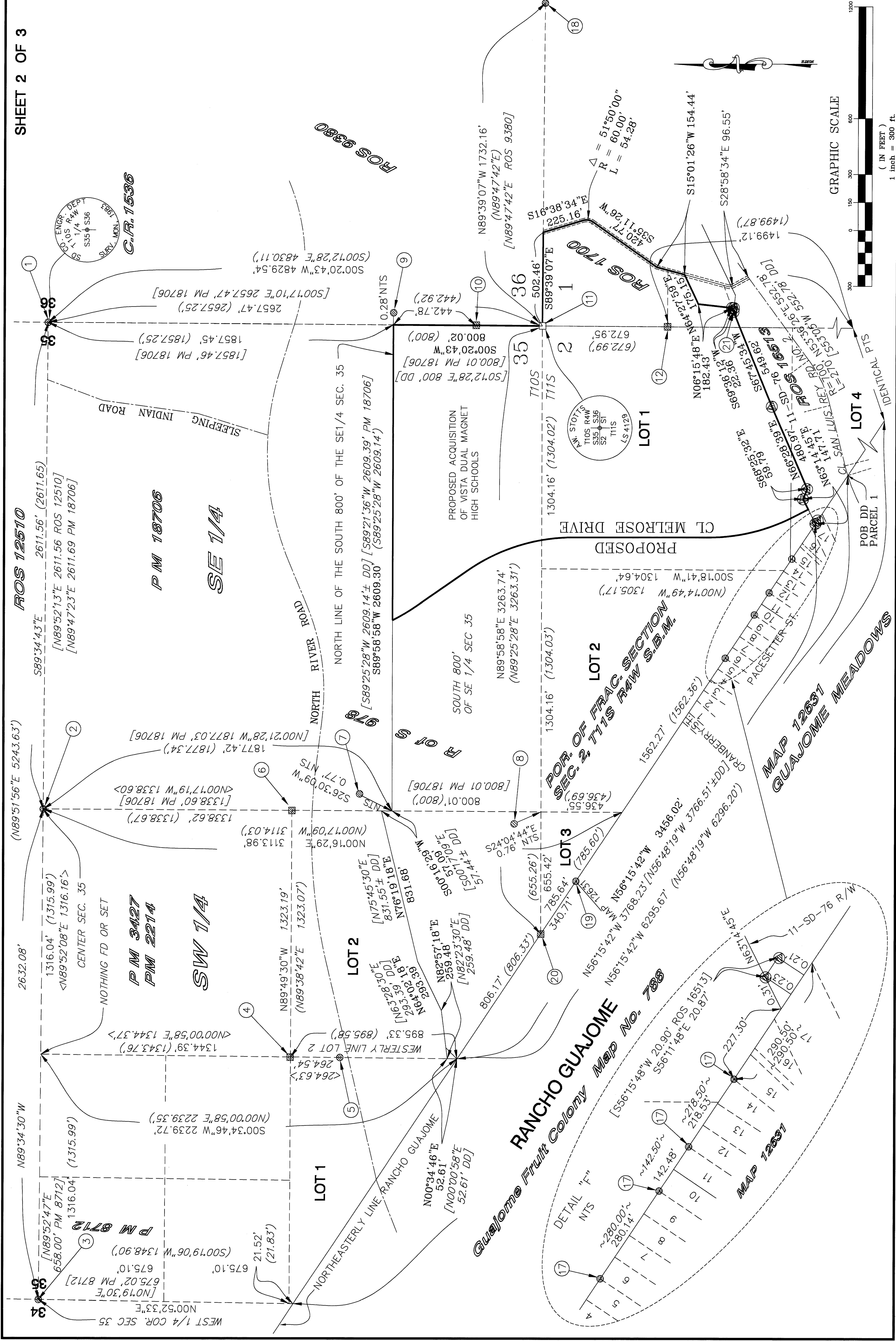
BY *Sheri Lawrence*  
DEPUTY COUNTY RECORDER

FEE: \$ 0.00  
NO FEE REQUIRED PER  
GOVERNMENT CODE SECTION 6103

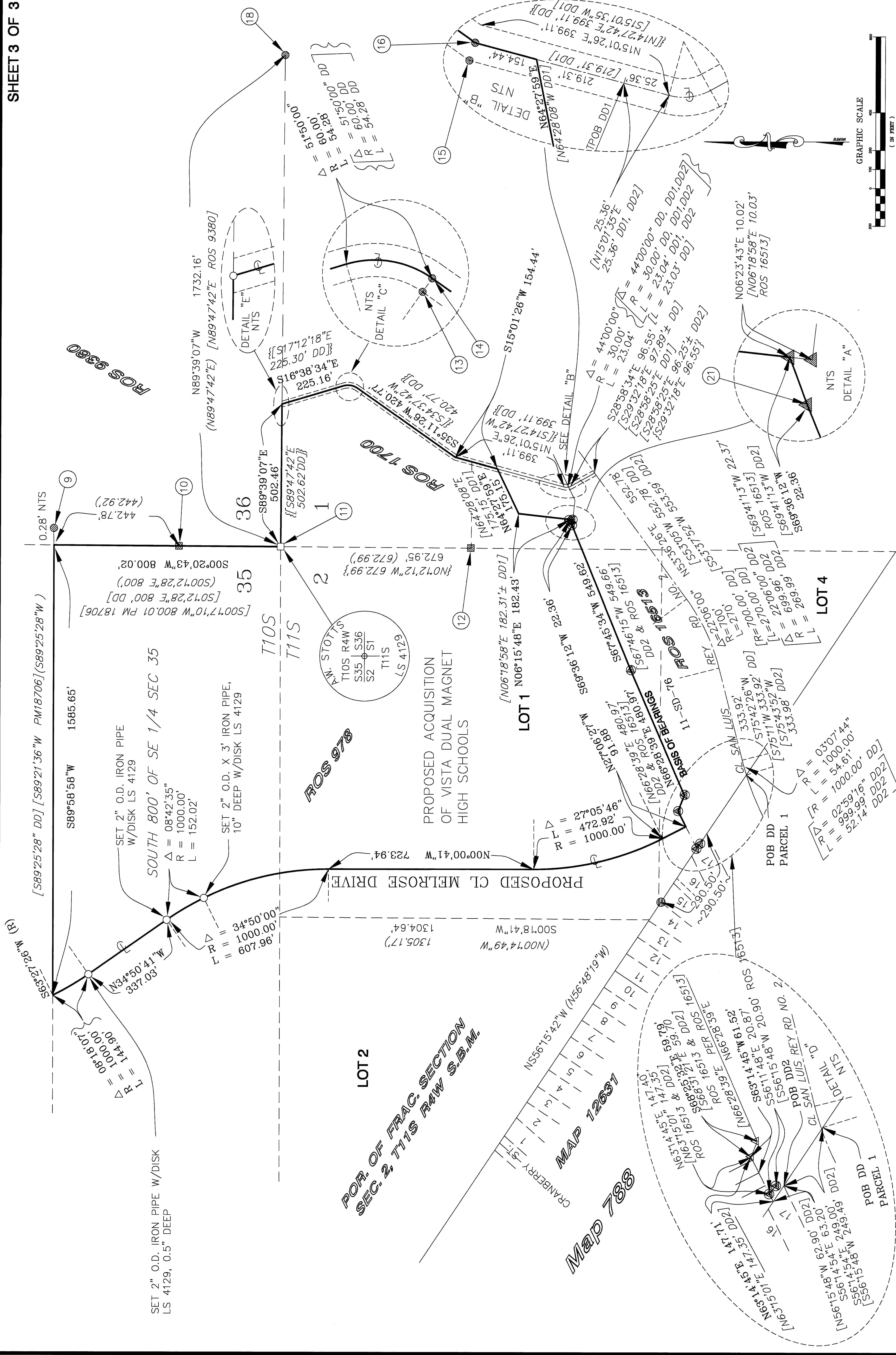


18274

**SHEET 2 OF 3**







7444

DOC # 2011-0666300



DEC 12, 2011 4:25 PM

RECORDING REQUESTED BY:

Chicago Title Company

WHEN RECORDED MAIL TO:

Eric O. Freeberg, Esq.  
A Professional Law Corporation  
P.O. Box 9440  
Rancho Santa Fe, CA 92067  
Title Order No. 93A022330-U50 Amended  
Escrow No. 93A022330

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
Ernest J. Dronenburg, Jr., COUNTY RECORDER  
FEES: 63.00

PAGES: 17



Above Space for Recorder's Use

APN NOS: 12213004, 12213022, 12213023, 12213024, 12213025,  
12213026, 12213027, 12213030, 12213031, 15715060

## MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is made and effective as of December 1, 2011, by and between **SINGH PROPERTY MANAGEMENT COMPANY**, a California limited partnership ("SPMC"), and **WILDLANDS SLR HOLDINGS I, LLC**, a Delaware Limited Liability Company ("WILDLANDS"), and with reference to the facts set forth below.

### RECITALS

A. Concurrently with the recordation of this Memorandum, SPMC has sold to WILDLANDS the real property described in the legal description attached hereto as Exhibit A and incorporated herein by this reference ("**Wildlands Parcel**").

B. As part of the sale of the Property, SPMC and WILDLANDS have entered into a Post Closing Agreement made and effective as of the date on which fee title to the Wildlands Parcel was conveyed to SPMC ("**Post Closing Agreement**") that specifies certain obligations to be performed by both SPMC and WILDLANDS and their successors-in-interest after the transfer of the Wildlands Parcel by SPMC to Wildlands.

C. Certain of the rights, duties and obligations under the Post Closing Agreement will benefit and burden the Wildlands Parcel.

D. Certain of the rights, duties and obligations under the Post Closing Agreement will benefit and burden certain parcels that are owned by SPMC, which are more particularly described in the legal description attached hereto as Exhibit B ("**SPMC Parcels**"). ~~The Wildlands Parcel and the SPMC Parcels are shown on the Site Plan attached hereto as Exhibit C.~~

E. SPMC and WILDLANDS have entered into the Post Closing Agreement to specify their agreements and obligations to be performed by each Party after Close of Escrow.



NOW, THEREFORE, the parties hereto wish to record this Memorandum to give notice of the Post Closing Agreement, and the terms thereof, including the following:

1. This Memorandum is being recorded to give notice of the Post Closing Agreement, and the terms and conditions contained therein.
2. This Memorandum is not intended to modify or alter in any way the terms and conditions of the Post Closing Agreement.
3. The Post Closing Agreement and this Memorandum shall terminate and be of no further force or effect upon the earlier of (a) eight (8) years after the date of recordation of this Memorandum, or (ii) the date on which a Notice of Completion executed by all of the then current owners of the Wildlands Parcel and the SPMC Parcels confirming that all obligations under the Post Closing Agreement have been fully satisfied or waived is recorded in the Official Records of San Diego County. Notwithstanding the expiration or any earlier termination of the Post Closing Agreement, the term of each easements described in the Post Closing Agreement shall continue for the duration set forth in the separate instrument under which such easement was granted.

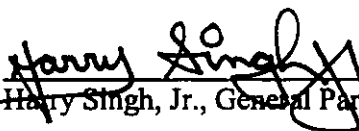
**SIGNATURES ON FOLLOWING PAGE**

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

<b>WILDLANDS SLR HOLDINGS I, LLC,</b> a Delaware Limited Liability Company  By: TCP III Holdings, LLC, its Manager  By: Timbervest Crossover Partners III, L.P., its Manager  By: Timbervest, LLC, as Manager By: _____ Name: <u>Joel Shapiro</u> Title: <u>Manager</u> Date: <u>12/6/11</u>	<b>SINGH PROPERTY MANAGEMENT COMPANY,</b> a California limited partnership  By: _____ Harry Singh, Jr., General Partner Date: November __, 2011
--	--

Notaries Attached.

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

<b>WILDLANDS SLR HOLDINGS I, LLC,</b> a Delaware Limited Liability Company	<b>SINGH PROPERTY MANAGEMENT COMPANY,</b> a California limited partnership
By: TCP III Holdings, LLC, its Manager	By: <u></u>
By: Timbervest Crossover Partners III, L.P., its Manager	Harry Singh, Jr., General Partner
By: Timbervest, LLC, as Manager	Date: <u>November</u> , 2011
By: _____	<u>December 6, 2011</u>
Name: _____	
Title: _____	
Date: _____	

Notaries Attached.

## ACKNOWLEDGMENT

State of ~~California~~ Georgia  
County of Fulton

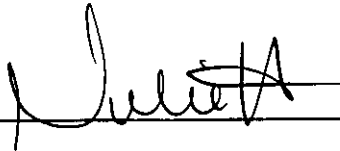
On 12/16/11 before me, Julie Henshaw, Notary Public  
(insert name and title of the officer)

personally appeared Joel Shapiro, Manager  
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.

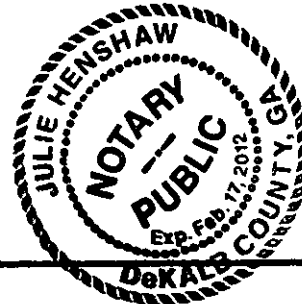
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

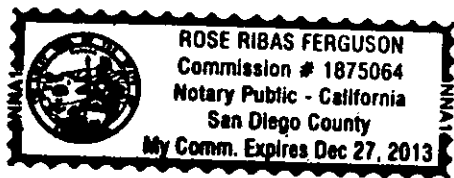


(Seal)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San DiegoOn December 6, 2011 before me, Rose Ribas Ferguson, Notary Publicpersonally appeared Harry Singh, Jr.

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 Rose Ribas Ferguson

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**Title or Type of Document: Memorandum of AgreementDocument Date: December 6, 2011 Number of Pages: 3

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**Signer's Name: Harry Singh, Jr.

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

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**  
Top of thumb here

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**  
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7450

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE WILDLANDS PARCEL**

EXHIBIT "A"  
LEGAL DESCRIPTION OF WILDLANDS PARCEL

PARCEL "B" OF THAT CERTAIN LOT LINE ADJUSTMENT AND CERTIFICATE OF COMPLIANCE NO. PLA 11-00004 IN THE CITY OF OCEANSIDE, RECORDED ON NOVEMBER 23, 2011, AS DOCUMENT NO. 2011-0628785, IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

A PORTION OF THE WEST HALF OF SECTION 36, TOWNSHIP 10 SOUTH, RANGE 4 WEST TOGETHER WITH A PORTION OF PARCEL 2 OF CERTIFICATE OF COMPLIANCE PLA-02-98 PER DOCUMENT NO. 1999-0235759 RECORDED APRIL 08, 1999, IN THE CITY OF OCEANSIDE, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE, ALONG THE WEST LINE OF SAID SECTION 36, NORTH 00°21'07" EAST 510.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID WEST LINE, NORTH 00°21'07" EAST 778.29 FEET TO A POINT PERPENDICULAR AND 42 FEET SOUTHERLY OF THE CENTERLINE OF NORTH RIVER ROAD PER ROAD SURVEY 674; THENCE, LEAVING SAID WEST LINE ALONG SAID SOUTHERLY LINE, SOUTH 72°34'48" EAST 1.84 FEET TO THE BEGINNING OF A 1,142 FOOT RADIUS CURVE CONCAVE TO THE NORTH; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°12'49" A DISTANCE OF 681.93 FEET; THENCE, NON-TANGENT TO SAID CURVE, SOUTH 16°47'37" EAST 70.00 FEET; THENCE SOUTH 88°17'35" EAST 325.00 FEET; THENCE SOUTH 54°41'47" EAST 150.00 FEET; THENCE SOUTH 88°17'35" EAST 243.92 FEET; THENCE NORTH 70°07'54" EAST 225.71 FEET; THENCE SOUTH 88°17'37" EAST 1,025.00 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 36; THENCE, ALONG SAID EAST LINE, SOUTH 00°16'42" WEST 159.42 FEET; THENCE, LEAVING SAID EAST LINE, SOUTH 45°45'08" WEST 133.72 FEET; THENCE NORTH 82°07'16" WEST 279.94 FEET; THENCE NORTH 88°10'23" WEST 314.85 FEET; THENCE SOUTH 00°56'46" WEST 787.51 FEET; THENCE NORTH 89°43'18" WEST 103.27 FEET; THENCE SOUTH 00°16'42" WEST 179.40 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 36; THENCE, ALONG SAID SOUTH LINE, NORTH 89°39'11" WEST 91.37 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE, LEAVING SAID SOUTH LINE ALONG THE EAST LINE OF SAID PARCEL 2, SOUTH 07°00'05" EAST 97.27 FEET; THENCE, LEAVING SAID EAST LINE, SOUTH 83°18'23" WEST 681.37 FEET; THENCE NORTH 70°04'57" WEST 537.33; THENCE NORTH 47°27'16" WEST 759.27 FEET TO THE TRUE POINT OF BEGINNING.

7452

**EXHIBIT B**

**LEGAL DESCRIPTION OF THE SPMC PARCELS**



**EXHIBIT "B"**  
**LEGAL DESCRIPTION**  
**SPMC PROPERTIES**

**PARCEL A:**

PARCEL A OF THAT CERTAIN LOT LINE ADJUSTMENT AND CERTIFICATE OF COMPLIANCE NO. PLA-11-00004, IN THE CITY OF OCEANSIDE, RECORDED NOVEMBER 23, 2011 AS DOCUMENT NO. 2011-0628785, OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE WEST HALF OF SECTION 36, TOWNSHIP 10 SOUTH, RANGE 4 WEST, IN THE CITY OF OCEANSIDE, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE, ALONG THE WEST LINE OF SAID SECTION 36, NORTH 00°21'07" EAST 1,288.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID WEST LINE, NORTH 00°21'07" EAST 340.42 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 89°38'53" EAST 210.00 FEET; THENCE NORTH 00°21'07" EAST 210.00 FEET; THENCE NORTH 89°38'53" WEST 210.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 36; THENCE, ALONG SAID WEST LINE, NORTH 00°21'07" EAST 818.71 FEET; THENCE, CONTINUING ALONG SAID WEST LINE, NORTH 01°07'35" EAST 2,760.72 FEET TO THE NORTHWEST CORNER OF SAID SECTION 36; THENCE, LEAVING SAID WEST LINE ALONG THE NORTH LINE OF SAID SECTION 36, SOUTH 88°27'06" EAST 1,780.13 FEET TO THE NORTHWEST CORNER OF THE EASTERLY 800.000 FEET OF THE WEST HALF OF SAID SECTION 36; THENCE, LEAVING SAID NORTH LINE ALONG THE WEST LINE OF SAID EASTERLY 800.00 FEET, SOUTH 00°16'42" EAST 1,681.61 FEET; THENCE, LEAVING SAID WEST LINE, SOUTH 88°27'06" EAST 434.71 FEET TO A POINT ON THE WEST LINE OF THE EAST 365.40 FEET OF SAID WEST HALF OF SECTION 36; THENCE, ALONG SAID WEST LINE, SOUTH 00°16'42" WEST 1,578.88 FEET TO A POINT ON THE CENTERLINE OF NORTH RIVER ROAD PER ROAD SURVEY 674; THENCE, LEAVING SAID WEST LINE ALONG SAID CENTERLINE, NORTH 54°13'44" EAST 451.94 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 36; THENCE, LEAVING SAID CENTERLINE ALONG SAID EAST LINE, SOUTH 00°16'42" WEST 1,201.87 FEET; THENCE, LEAVING SAID EAST LINE, NORTH 88°17'37" WEST 1,025.00 FEET; THENCE SOUTH 70°07'54" WEST 225.71 FEET; THENCE NORTH 88°17'35" WEST 243.92 FEET; THENCE NORTH 54°41'47" WEST 150.00 FEET; THENCE NORTH 88°17'35" WEST 325.00 FEET; THENCE NORTH 16°47'37" WEST 70.00 FEET TO A POINT PERPENDICULAR AND 42 FEET SOUTHERLY OF THE CENTERLINE OF NORTH RIVER ROAD PER RS 674, SAID POINT BEING ON A NON-TANGENT 1,142 FOOT RADIUS CURVE CONCAVE TO THE NORTH, THE RADIAL TO SAID POINT BEARS NORTH 16°47'37" WEST; THENCE, ALONG SAID SOUTHERLY LINE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°12'49" A DISTANCE OF 681.93 FEET; THENCE NORTH 72°34'48" WEST 1.84 FEET TO THE TRUE POINT OF BEGINNING.

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**  
**SPMC PROPERTIES**

**PARCEL C1:**

PARCEL C OF THAT CERTAIN LOT LINE ADJUSTMENT AND CERTIFICATE OF COMPLIANCE NO. PLA-11-00004, IN THE CITY OF OCEANSIDE, RECORDED NOVEMBER 23, 2011 AS DOCUMENT NO. 2011-0628785, OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE WEST HALF OF SECTION 36, TOWNSHIP 10 SOUTH, RANGE 4 WEST, IN THE CITY OF OCEANSIDE, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE, ALONG THE SOUTH LINE OF SAID SECTION 36, SOUTH 89°39'11" EAST 1,823.97 FEET TO THE TRUE POINT OF BEGINNING; THENCE, LEAVING SAID SOUTH LINE, NORTH 00°16'42" EAST 179.40 FEET; THENCE SOUTH 89°43'18" EAST 103.27 FEET; THENCE NORTH 00°56'46" EAST 787.51 FEET; THENCE SOUTH 88°10'23" EAST 314.85 FEET; THENCE SOUTH 82°07'16" EAST 279.94 FEET; THENCE NORTH 45°45'08" EAST 133.72 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 36; THENCE, ALONG SAID EAST LINE, SOUTH 00°16'42" WEST 1,016.05 FEET TO SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 36; THENCE, LEAVING SAID EAST LINE ALONG THE SOUTH LINE OF SAID SECTION 36, NORTH 89°39'11" WEST 800.00 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL C2:**

NONEXCLUSIVE EASEMENTS FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS ON, OVER AND ACROSS A PORTION OF PARCEL "B" OF CERTIFICATE OF COMPLIANCE FOR ADJUSTMENT, PLAT PLA 11-00004 IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO ON NOVEMBER 23, 2011 AS FILE NO. 2011-0628785, OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "B"; THENCE, ALONG THE SOUTH LINE OF SAID PARCEL "B", SOUTH 83°18'23" WEST 55.16 FEET TO THE BEGINNING OF A NON-TANGENT 30-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE, LEAVING SAID SOUTH LINE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°18'28" A DISTANCE OF 47.29 FEET; THENCE NORTH 07°00'05" WEST 66.97 FEET TO THE BEGINNING OF A 55-FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 83°48'31" A DISTANCE OF 80.45 FEET; THENCE NORTH 76°48'26" EAST 76.53 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL "B"; THENCE, ALONG SAID EAST LINE, SOUTH 00°16'42" WEST 25.71 FEET; THENCE, LEAVING SAID EAST LINE, SOUTH 76°48'26" WEST 70.54 FEET TO THE BEGINNING OF A 30-FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 83°48'31" A DISTANCE OF 43.88 FEET TO A CORNER ON THE EAST LINE OF SAID PARCEL "B"; THENCE, ALONG SAID EAST LINE, SOUTH 07°00'05" EAST 97.27 FEET TO THE POINT OF BEGINNING.

**PARCEL C3:**

EXHIBIT "B"  
LEGAL DESCRIPTION  
SPMC PROPERTIES

7455

NONEXCLUSIVE EASEMENTS FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS ON, OVER AND ACROSS A PORTION OF PARCEL "D" OF CERTIFICATE OF COMPLIANCE FOR ADJUSTMENT PLAT PLA 11-00004 IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO ON NOVEMBER 23, 2011 AS FILE NO. 2011-0628785, OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL D; THENCE, ALONG THE SOUTH LINE OF SAID PARCEL "D", SOUTH 79°14'25" WEST 25.00 FEET; THENCE, LEAVING SAID SOUTH LINE, NORTH 10°45'35" WEST 30.82 FEET; THENCE NORTH 07°00'05" WEST 425.23 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL "D"; THENCE, ALONG SAID NORTH LINE, NORTH 83°18' 23" EAST 25.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "D"; THENCE, LEAVING SAID NORTH LINE ALONG THE EAST LINE OF SAID PARCEL "D", SOUTH 07°00' 05" EAST 424.27 FEET; THENCE, CONTINUING ALONG SAID EAST LINE, SOUTH 10°45'35" EAST 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL D1:

PARCEL D OF THAT CERTAIN LOT LINE ADJUSTMENT AND CERTIFICATE OF COMPLIANCE NO. PLA-11-00004, IN THE CITY OF OCEANSIDE, RECORDED NOVEMBER 23, 2011 AS DOCUMENT NO. 2011-0628785, OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE WEST HALF OF SECTION 36, TOWNSHIP 10 SOUTH, RANGE 4 WEST, IN THE CITY OF OCEANSIDE, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, TOGETHER WITH A PORTION OF LOTS 3 AND 4 OF SECTION 1, TOWNSHIP 11 SOUTH, RANGE 4 WEST, BEING PARCEL 2 OF CERTIFICATE OF COMPLIANCE PLA-02-98 PER DOCUMENT NO. 1999-0235759 RECORDED APRIL 08, 1999, IN THE CITY OF OCEANSIDE, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 1; THENCE, ALONG THE NORTH LINE OF SAID SECTION 1, SOUTH 89°39'11" EAST 502.52 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE, ALONG THE WEST LINE OF SAID PARCEL 2, SOUTH 16°38'08" EAST 225.18 FEET TO THE BEGINNING OF A 60-FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE, CONTINUING ALONG SAID WEST LINE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°50'17" A DISTANCE OF 54.28 FEET; THENCE, CONTINUING ALONG SAID WEST LINE, SOUTH 35°12' 09" WEST 420.75 FEET; THENCE SOUTH 15°00'08" WEST 154.56 FEET; THENCE, CONTINUING ALONG SAID WEST LINE, SOUTH 64°26'34" WEST 175.13 FEET; THENCE, CONTINUING ALONG SAID WEST LINE, SOUTH 6°17'24" WEST 128.46 FEET TO THE NORTH LINE OF PARCEL 33129-1 PER FINAL ORDER OF CONDEMNATION RECORDED JUNE 27, 2011 AS DOCUMENT NO. 2011-0323773; THENCE, LEAVING SAID WEST LINE ALONG SAID NORTH LINE, NORTH 82°48'41" EAST 34.53 FEET; THENCE, CONTINUING ALONG SAID NORTH LINE, SOUTH 06°51'39" WEST 54.81 FEET; THENCE, CONTINUING ALONG SAID NORTH LINE, NORTH 65°55'29" WEST 258.97 FEET TO THE BEGINNING OF A 2,779.65-FOOT RADIUS CURVE CONCAVE TO THE SOUTH; THENCE, CONTINUING ALONG SAID NORTH LINE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°09'40" A DISTANCE OF 250.39 FEET TO A

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**  
**SPMC PROPERTIES**

7456

POINT ON THE NORTH LINE OF THE COUNTY ROAD KNOWN AS SAN LUIS REY ROAD NO. 2, ALSO KNOWN AS STATE HIGHWAY XI-SD-76, SAID POINT BEING THE POINT OF TERMINUS DESCRIBED IN SAID PARCEL 3312 9-1; THENCE, LEAVING SAID NORTH LINE, SOUTH 00°00'00" EAST 14.45 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 2; THENCE, ALONG SAID SOUTH LINE, NORTH 69°47'30" EAST 77.98 FEET TO A POINT ON A NON-TANGENT 600-FOOT RADIUS CURVE CONCAVE SOUTHERLY, THE RADIUS SAID POINT BEARS NORTH 30°19'21" WEST; THENCE ALONG THE ARC EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°33'46" A DISTANCE OF 204.86 FEET; THENCE NORTH 79°14'25" EAST 953.47 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2; THENCE, LEAVING SAID SOUTH LINE ALONG THE EAST LINE OF SAID PARCEL 2, NORTH 10°45'35" WEST 30.00 FEET; THENCE, CONTINUING ALONG SAID EAST LINE, NORTH 7°00'05" WEST 424.27 FEET; THENCE, LEAVING SAID EAST LINE, SOUTH 83°18'23" WEST 681.37 FEET; THENCE NORTH 70°04'57" WEST 537.33 FEET THENCE NORTH 47°27'16" WEST 759.27 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 36; THENCE, ALONG SAID WEST LINE, SOUTH 00°21'07" WEST 510.00 FEET TO THE POINT OF BEGINNING.

**PARCEL D2:**

AN EASEMENT AND RIGHT OF WAY FOR ROAD PURPOSES OVER A STRIP OF LAND 10 FEET WIDE IN LOT 4, SECTION 1, TOWNSHIP 11 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, CITY OF OCEANSIDE, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, THE EASTERLY LINE OF SAID 10 FOOT STRIP BEING THE WESTERLY LINE OF PARCEL E DESCRIBED ABOVE.

**PARCEL D3:**

AN EXCLUSIVE USE EASEMENT FOR WATER WELL, UTILITIES AND ROADWAY ON, OVER, ACROSS AND UNDER A PORTION OF THE SOUTH 800 FEET OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 10 SOUTH, RANGE 4 WEST IN THE CITY OF OCEANSIDE, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS GRANTED IN THAT CERTAIN DOCUMENT ENTITLED EASEMENT AGREEMENT AND GRANT OF EASEMENT, RECORDED OCTOBER 28, 2011 AS INSTRUMENT NO. 2011-0569933 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE, ALONG THE EAST LINE OF SAID SECTION 35, NORTH 00°21'07" EAST 430.88 FEET TO THE TRUE POINT OF BEGINNING; THENCE, LEAVING SAID EAST LINE, NORTH 72°33'03" WEST 19.78 FEET; THENCE NORTH 10°57'28" WEST 39.78 FEET; THENCE NORTH 08°03'30" WEST 33.76 FEET; THENCE NORTH 01°20'42" WEST 94.54 FEET; THENCE NORTH 00°00'09" WEST 86.80 FEET; THENCE NORTH 03°09'38" WEST 43.40 FEET; THENCE NORTH 00°04'02" WEST 43.64 FEET; THENCE NORTH 03°32'41" WEST 22.50 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 800 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE, ALONG SAID NORTH LINE, NORTH 89°59'00" EAST 39.49 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 35; THENCE, LEAVING SAID NORTH LINE ALONG THE EAST LINE OF SAID SECTION 35, SOUTH 00°21'07" WEST 369.17 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "B"  
LEGAL DESCRIPTION  
SPMC PROPERTIES

7457

PARCEL L: (APN 122-130-30 & 31))

ALL OF THE WEST HALF OF THE SOUTHEAST QUARTER AND ALL OF THE SOUTHERLY THREE-QUARTERS OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALL BEING IN SECTION 36, TOWNSHIP 10 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING FROM THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 36 THAT PORTION THEREOF LYING SOUTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH - SOUTH CENTER LINE OF SAID SECTION 36, DISTANT THEREON NORTH 00°15'38" WEST, 578.21 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 36; THENCE SOUTH 60°41'02" EAST, 1173.46 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 36, DISTANT THEREON SOUTH 89°47'42" WEST, 1603.37 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 36.

ALSO EXCEPTING FROM THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 36 THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 36; THENCE SOUTHERLY ALONG THE NORTH - SOUTH CENTER LINE OF SAID SECTION 36 A DISTANCE OF 1113.00 FEET; THENCE EASTERLY PARALLEL WITH THE EAST - WEST CENTER LINE OF SAID SECTION 36 A DISTANT OF 226.00 FEET; THENCE NORTHERLY PARALLEL WITH SAID NORTH - SOUTH CENTER LINE A DISTANCE OF 1113.00 FEET TO THE EAST - WEST CENTER LINE OF SAID SECTION 36; THENCE WESTERLY ALONG SAID EAST - WEST CENTER LINE A DISTANCE OF 226.00 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING FROM SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 36; THENCE EASTERLY ALONG THE EAST - WEST CENTER LINE OF SAID SECTION 36 A DISTANCE OF 226.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH NORTH - SOUTH CENTER LINE OF SAID SECTION 36 A DISTANCE OF 1080.00 FEET; THENCE EASTERLY PARALLEL WITH THE EAST - WEST CENTER LINE OF SAID SECTION 36 A DISTANCE OF 150.00 FEET; THENCE NORTHERLY PARALLEL WITH SAID NORTH - SOUTH CENTER LINE 1050.00 FEET TO SAID EAST - WEST CENTER LINE OF SECTION 36; THENCE WESTERLY ALONG SAID EAST - WEST CENTER LINE A DISTANT OF 150.00 FEET TO THE TRUE POINT OF BEGINNING.

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**  
**SPMC PROPERTIES**

7458

**PARCEL O: (APN 122-130-04)**

**ALL THAT PORTION OF SECTION 36, TOWNSHIP 10 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF OCEANSIDE, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:**

**BEGINNING 100 YARDS NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 10 SOUTH, RANGE 4 WEST; THENCE EAST 70 YARDS; THENCE NORTH 70 YARDS; THENCE WEST 70 YARDS; THENCE SOUTH 70 YARDS TO THE POINT OF BEGINNING.**

**END OF LEGAL DESCRIPTION**

**EXHIBIT C**

**SITE PLAN**

7459

# **EXHIBIT “C”**

7460

INTENTIONALLY OMITTED



### Attachment 3

#### Summary and Explanation of Encumbrances

#### MONETARY LIENS, EASEMENTS AND RIGHTS OF WAY

##### Proforma Policy Exception #4:

- Date: N/A
- Description: Any adverse claim based upon the assertion that:
  - a) Said land or any part thereof is now or at any time has been below the highest water mark of the San Luis Rey River, in the event the boundary of said river has been artificially raised and the decision entered in *State of California vs. the Superior Court of Placer County, respondent, Charles F. Fogerty, et al, Real Parties in interest, 29 Cal. 3D 240 (March 20, 1981)* applies, or is now or at any time has been below the ordinary high water mark, if said river is in its natural state.
  - b) Some portion of said land has been created by artificial means or has accreted to such portions so created.
  - c) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the San Luis Rey River or has been formed accretion to any such portion.
- Analysis: Historic accretion and avulsive movement of the San Luis Rey River will not have an adverse effect on the Bank Property.

53.84±      acres of Bank Property subject to easement  
0            acres of Bank Property *not* subject to easement

##### Proforma Policy Exception #5:

- Date: June 5, 1913, Inst. No. 16841, Book 618, Page 12
- Grantor: Charles Culver
- Grantee: K. Deesy
- Description: Defines the affected portion of the Property as the West ½ of Section 36. A negative servitude reserved in favor of Grantor, his heirs and assigns, that the Grantee, his heirs and assigns, will not develop water on the Property for use on other properties. An easement reserved by Grantor, his heirs or assigns, for the right of way for laying and maintaining pipes, lines, and aqueducts on the Property which may be reasonably required to take, collect and carry surplus water to other lands. The Grantor also reserves to himself, heirs and assigns, all the water, both surface and subsurface of the San Luis Rey River and its tributaries upstream of the intersection of the San Luis Rey River and the western boundary of the Rancho Monserrate, the right to install and operate a pumping plant and the right to divert said water over and across the Property. He also reserves a right of way 50 feet in width for railroad purposes. If a railroad is not built in 5 years from the easement, the railroad reservation shall be null and void.

- Analysis: These restrictions have no appreciable impact on the Bank Property. They were put in place to further a water development plan for Rancho Monserrate that was never constructed. In the period between 1913 and 2011, Rancho Monserrate has been subdivided and resold multiple times, and the plans for water development have been abandoned. This exception will not have an adverse effect on the Bank Property.

53.84± acres of Bank Property subject to easement  
0 acres of Bank Property *not* subject to easement

**Proforma Policy Exception #6:**

- Date: October 11, 1922, Book 889, Page 389
- Grantor: Ed Fletcher
- Grantee: William Henshaw
- Description: An Agreement for Impounding and Diverting Water
- Analysis: An Agreement granting Henshaw, his heirs and assigns the right to construct and maintain a dam and reservoir and collect and impound any and all water of the San Luis Rey River. This agreement was imposed to allow the 1923 construction and operation of Henshaw Dam, which forms Lake Henshaw on the San Luis Rey River upstream of the Bank Property. The dam and reservoir have been fully developed; earthquake concerns mean that storage of water behind the dam has been limited to current levels. No changes in the operation of Henshaw Dam are currently anticipated, and no impacts on the Bank Property are anticipated other than those related to continued operation of Henshaw Dam. This Agreement will not have an adverse effect on the Bank Property.

53.84± acres of Bank Property subject to easement  
0 acres of Bank Property *not* subject to easement

**Proforma Policy Exception #7:**

- Date: October 17, 1922, Book 913, Page 63
- Grantor: John Treanor
- Grantee: William Henshaw
- Description: An Agreement for Impounding and Diverting Water
- Analysis: An Agreement granting Henshaw, his heirs and assigns the right to construct and maintain a dam and reservoir and collect and impound any and all water of the San Luis Rey River. This agreement was imposed to allow the 1923 construction and operation of Henshaw Dam, which forms Lake Henshaw on the San Luis Rey River upstream of the Bank Property. The dam and reservoir have been fully developed; earthquake concerns mean that storage of water behind the dam has been limited to current levels. No changes in the operation of Henshaw Dam are currently anticipated, and no impacts on the Bank Property are anticipated other than those related to continued operation of Henshaw Dam. This Agreement will not have an adverse effect on the Bank Property.

53.84± acres of Bank Property subject to easement  
0 acres of Bank Property *not* subject to easement

**Proforma Policy Exception #8:**

- Date: January 16, 1942, Record of Survey (ROS)
- Description: The effects of a recorded Survey Map No. 978
- Analysis: The Survey does not have a negative effect on the Bank Property.

53.84± acres of Bank Property subject to exception  
0 acres of Bank Property *not* subject to exception

**Proforma Policy Exception #10:**

- Date: December 31, 1947, ROS
- Description: The effects of a recorded Survey Map No. 1700
- Analysis: The Survey does not have a negative effect on the Bank Property.

53.84± acres of Bank Property subject to exception  
0 acres of Bank Property *not* subject to exception

**Proforma Policy Exception #13:**

- Date: May 14, 2004, ROS
- Description: The effects of a recorded Survey Map No. 18274
- Analysis: The Survey does not have a negative effect on the Bank Property.

53.84± acres of Bank Property subject to exception  
0 acres of Bank Property *not* subject to exception

**LEASES, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS**

**Proforma Policy Exception #11:**

- Dated: April 27, 1988, Inst. No. 88-0194463
- Parties: Singh Property Management Company and City of Oceanside
- Description: An agreement upon and subject to the terms and conditions regarding deferred drainage fees, deferred thoroughfare fees and deferred traffic signal fees.
- Analysis: The previous Owners received approval to operate a farm produce stand, and as a part of this approval, the City allowed deferment of standard development fees. The farm produce stand is no longer in use, and this exception will not affect the Bank Property.

53.84± acres of Bank Property subject to exception/exclusion  
0 acres of Bank Property *not* subject to exception/exclusion

**Proforma Policy Exception #12:**

- Dated: August 5, 1992, Inst. No. 1992-0491136
- Parties: Singh Property Management Company and City of Oceanside
- Description: Declaration of covenants, conditions and restrictions of real property
- Analysis: The previous Owners received approval for the existing packing plant and truck staging area on the adjacent property. Because the Overall Property includes a piece of land formerly included in the packing plant property, this Declaration remains on title but will not have a negative effect on the Bank Property.

53.84± acres of Bank Property subject to exception/exclusion  
0 acres of Bank Property *not* subject to exception/exclusion

**Proforma Policy Exception #22:**

- Date: December 12, 2011, [File No. 2011-0666300, Official Records](#)
- Parties: Wildlands and Singh Property Management Company
- Description: Memorandum of Agreement
- Analysis: The Memorandum of Agreement provides notice of a post-closing agreement between Wildlands and Singh Property Management Company which among other things gives Singh Property Management Company the right of first refusal to farm the Bank Property until the restoration project is completed, and prohibits Wildlands from disturbing Singh Property Management Company farming operations during construction

53.84± acres of Bank Property subject to exception  
0 acres of Bank Property *not* subject to exception

**OTHER INTERESTS (INCLUDING MINERAL OR OTHER SEVERED INTERESTS)**

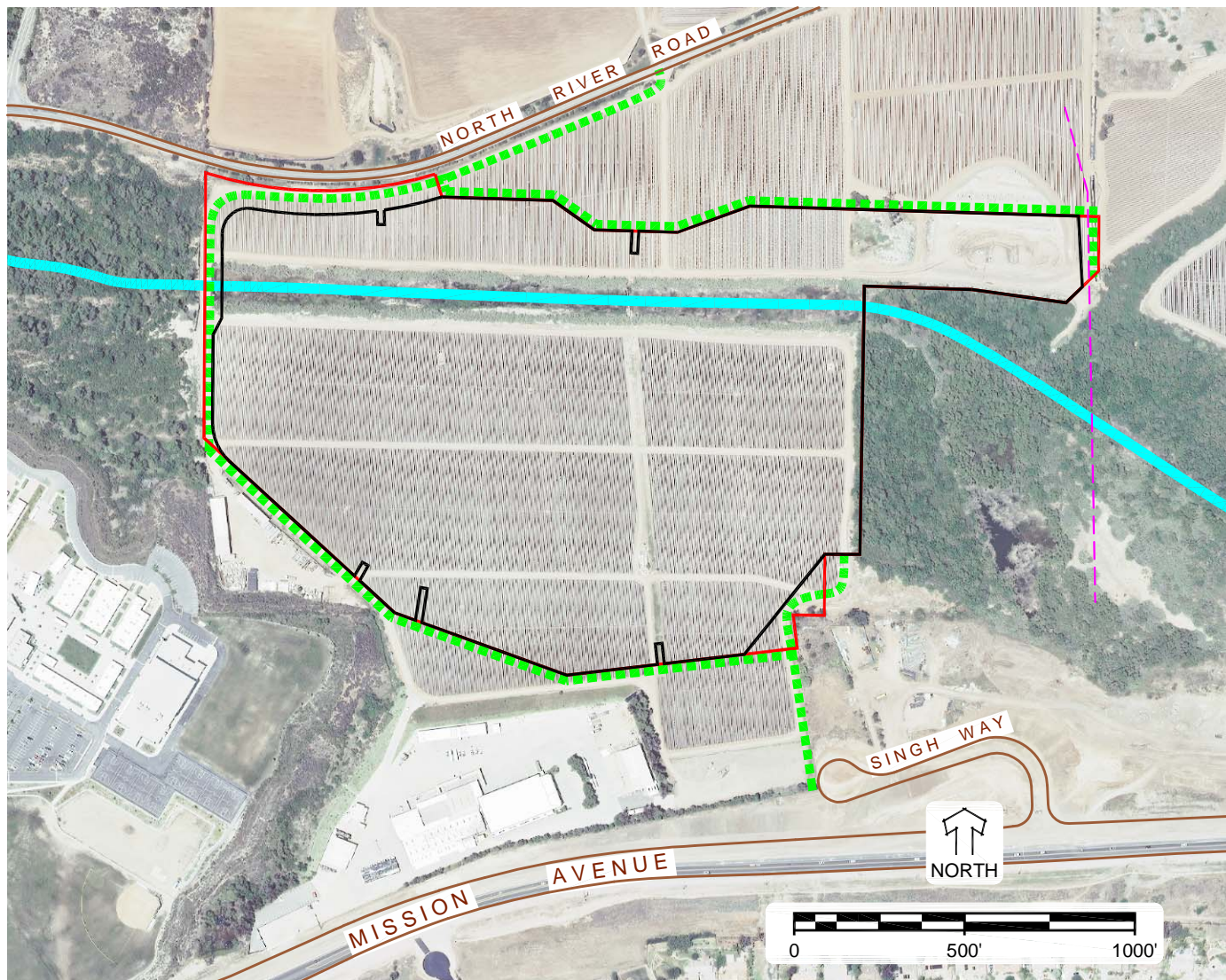
- The Mineral Estate was acquired along with Fee Title of the Overall Property; there are no third party interests in the Mineral Estate.



**Attachment 4**

**Map of the Bank Property Affected by Each Exception to Title**





## LEGEND

Property Boundary		56.54 acres
Bank Boundary		53.84 acres
San Luis Rey River (pre-project alignment)		
Reciprocal Access Agreement (access, wells, irrigation water, drainage)		
San Diego Gas and Electric		

## NOTES

The entire Bank site is subject to the following exceptions:  
(exceptions: 4, 5, 6, 7, 8, 10, 11, 12)

## WILDLANDS

San Luis Rey Mitigation Bank  
Bank Enabling Instrument

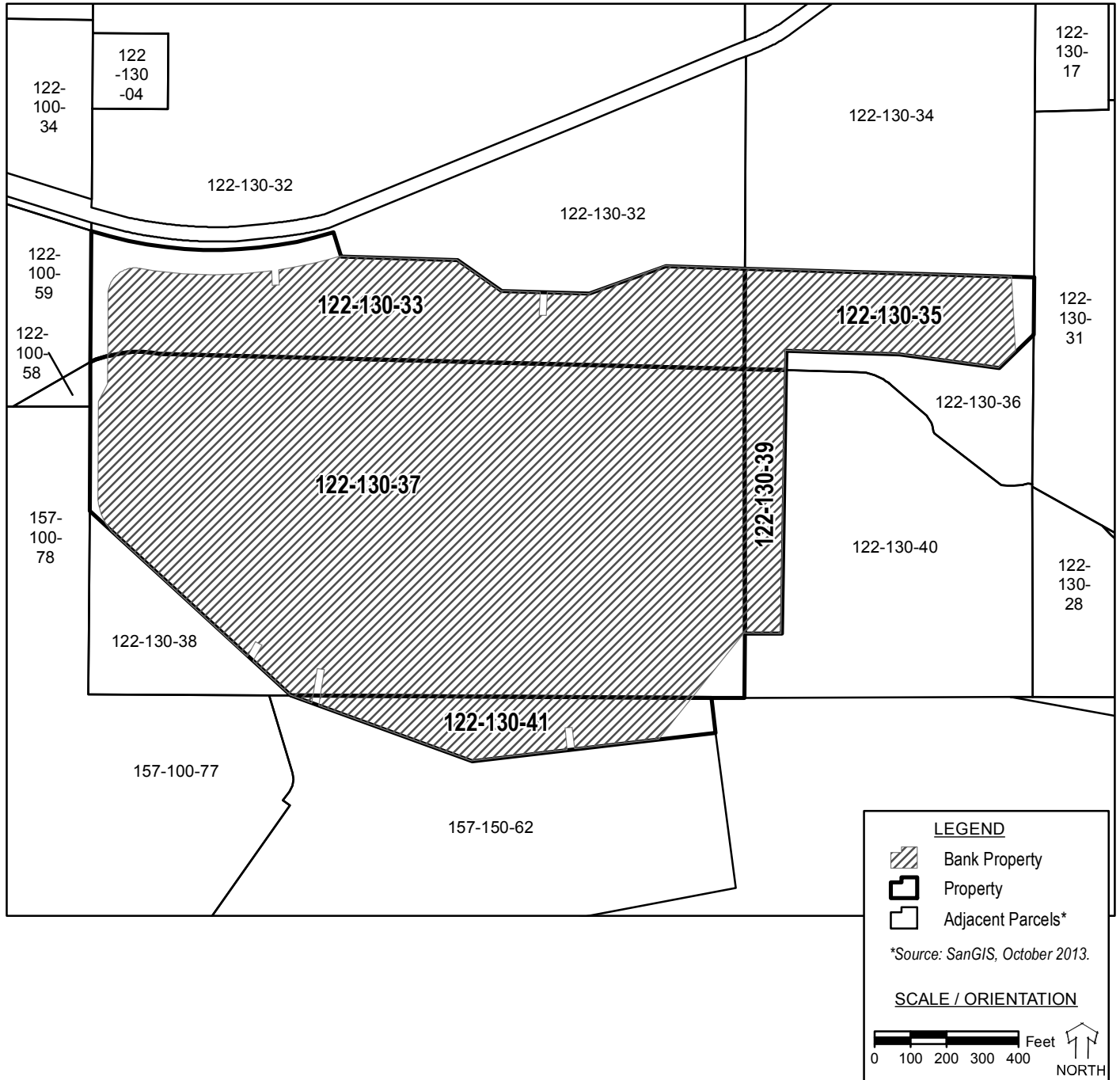
July 15, 2014 - Exhibit E-2 / Attachment 4  
Exceptions and Easement Locations





## **Exhibit E-3**

### **Plat Maps (Map of Exceptions)**



# WILDLANDS

San Luis Rey Mitigation Bank  
Bank Enabling Instrument

Exhibit E-3  
Plat Map



**Exhibit E-4a**  
**Conservation Easement**  
**Clean**

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

Wildlife Heritage Foundation  
563 Second Street, Suite 120  
Lincoln, CA 95648  
Attn: Executive Director

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Space Above Line for Recorder's Use Only

**CONSERVATION EASEMENT DEED  
San Luis Rey Mitigation Bank**

THIS CONSERVATION EASEMENT DEED ("Conservation Easement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Wildlands SLR Holdings I, LLC, a Delaware limited liability company ("Grantor"), in favor of Wildlife Heritage Foundation, a non-profit corporation ("Grantee"), with reference to the following facts:

**RECITALS**

A. Grantor is the sole owner in fee simple of certain real property containing approximately 56.54 acres, located in the City of Oceanside, County of San Diego, State of California, and designated Assessor's Parcel Number(s) 122-130-33, 122-130-35, 122-130-37, 122-130-39, and 122-130-41 (the "Property"). The Property is legally described and depicted in **Exhibit A** attached to this Conservation Easement and incorporated in it by this reference. Grantor desires to establish a mitigation bank, and therefore intends to grant a Conservation Easement over a 53.84-acre portion of the Property (the "Bank Property"). The Bank Property is legally described and depicted in **Exhibit B** attached to this Conservation Easement and incorporated in it by this reference.

B. The Bank Property possesses habitat values of great importance to Grantee, the people of the State of California and the people of the United States. The Bank Property will provide re-established, rehabilitated, enhanced, and/or preserved jurisdictional waters of the United States, waters of the State, and buffers. Individually and collectively, these habitat values comprise the "Conservation Values" of the Bank Property.

C. The California Department of Fish and Wildlife ("CDFW") has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of these species pursuant to California Fish and Game Code § 1802. CDFW also has jurisdiction over waters of the State pursuant to §§ 1600-1616 of the Fish and Game Code and other provisions of state law.

D. The U.S. Army Corps of Engineers ("USACE") has jurisdiction over waters of the United States pursuant to the federal Clean Water Act, 33 U.S.C. Section 1251, *et seq.*

E. Grantee is authorized to hold this conservation easement pursuant to California Civil Code Section 815.3 and Government Code Section 65965(b). Specifically, Grantee is (i) a tax-exempt nonprofit organization qualified under section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and qualified to do business in California; (ii) a “qualified organization” as defined in section 170(h) (3) of the Internal Revenue Code; and (iii) an organization which has as its primary and principal purpose and activity the protection and preservation of natural lands or resources in its natural, scenic, agricultural, forested, or open space condition or use.

F. This Conservation Easement is granted pursuant to the San Luis Rey Mitigation Bank Enabling Instrument (the "BEI"), by and between Wildlands SLR Holdings I, LLC (Bank Sponsor and Property Owner), USACE, and CDFW, entered into concurrently with this Conservation Easement, and the Development Plan and Long-Term Management Plan created under the BEI. The USACE and CDFW are hereinafter referred to jointly as “Signatory Agencies.”

A final, approved copy of the BEI, the Development Plan and the Long-Term Management Plan, and any amendments thereto approved by the Signatory Agencies, shall be kept on file at the respective offices of the Signatory Agencies. If Grantor, or any successor or assign, requires an official copy of the BEI, the Development Plan or the Long-Term Management Plan, it should request a copy from one of the Signatory Agencies at its address for notices listed in Section 12 of this Conservation Easement.

The BEI, the Development Plan and the Long-Term Management Plan are incorporated by this reference into this Conservation Easement as if fully set forth herein.

G. All section numbers referred to in this Conservation Easement are references to sections within this Conservation Easement, unless otherwise indicated.

## COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the laws of the United States and the State of California, including California Civil Code Section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Bank Property.

### 1. Purposes.

The purposes of this Conservation Easement are to ensure that the Bank Property will be retained forever in its natural, restored, or enhanced condition as contemplated by the BEI, the Development Plan, and the Long-term Management Plan, and to prevent any use of the Bank Property that will impair or interfere with the Conservation Values of the Bank Property. Grantor intends that this Conservation Easement will confine the use of the Bank Property to activities that are consistent with such purposes, including, without limitation, those involving the preservation, restoration and enhancement of native species and their habitats implemented in accordance with the BEI, the Development Plan and the Long-Term Management Plan.

2. Grantee's Rights.

To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee:

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

(b) To enter the Bank Property at reasonable times, in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, the BEI, the Development Plan and the Long-Term Management Plan and to implement at Grantee's sole discretion Development Plan and Long-Term Management Plan activities that have not been implemented, provided that Grantee shall not unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Bank Property. Except in cases where the Signatory Agencies determine that immediate entry is required to prevent, terminate, or mitigate a violation of this Management Plan or the Conservation Easement, 48 hours' notice will normally be given.

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

(d) To require that all mineral, air and water rights as Grantee deems necessary to preserve and protect the biological resources and Conservation Values of the Bank Property shall remain a part of and be put to beneficial use upon the Bank Property, consistent with the purposes of this Conservation Easement.

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

3. Prohibited Uses.

Any activity on or use of the Bank Property that is inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses and activities by Grantor, Grantor's agents, and third parties are expressly prohibited:

(a) Unseasonable watering; use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals; weed abatement activities; incompatible fire protection activities; and any and all other activities and uses which may impair or interfere with the purposes of this Conservation Easement, except for watering, use of fertilizers, pesticides, biocides, herbicides, and other chemicals, weed abatement activities, and invasive species management activities as specifically provided in the Development Plan or Long-Term Management Plan.

(b) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways, or for performing maintenance, monitoring and management activities as specifically provided in the Development Plan or Long-Term Management Plan.

(c) Agricultural activity of any kind.

(d) Recreational activities, including, but not limited to, horseback riding, biking, hunting or fishing except for personal, non-commercial, recreational activities of the Grantor, so long as such activities are consistent with the purposes of this Conservation Easement and specifically provided for in the Long-Term Management Plan.

(e) Commercial, industrial, residential, or institutional uses.

(f) Any legal or de facto division, subdivision or partitioning of the Bank Property.

(g) Construction, reconstruction, erecting or placement of any building, billboard or sign, or any other structure or improvement of any kind, except for boundary signs and fencing as specifically provided in the Development Plan or Long-Term Management Plan.

(h) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials.

(i) Planting, introduction or dispersal of non-native or exotic plant or animal species.

(j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extracting minerals, loam, soil, sand, gravel, rock or other material on or below the surface of the Bank Property, or granting or authorizing surface entry for any of these purposes.

(k) Altering the surface or general topography of the Bank Property, including but not limited to any alterations to habitat, building roads or trails, paving or otherwise covering the Bank Property with concrete, asphalt or any other impervious material except for those habitat management activities specified in the Development Plan or Long-Term Management Plan.

(l) Removing, destroying, or cutting of trees, shrubs or other vegetation, except as required by law for (i) fire breaks, (ii) maintenance of existing foot trails or roads, or (iii) prevention or treatment of disease; and except for invasive species management activities and those habitat management activities as specifically provided in the Development Plan or Long-Term Management Plan.

(m) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Bank Property, and any activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters, except for those management activities as specifically provided in the Development Plan and Long-Term Management Plan.

(n) Without the prior written consent of Grantee, which Grantee may withhold, transferring, encumbering, selling, leasing, or otherwise separating the mineral, air or water rights for the Bank Property; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights,

ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Bank Property, including but not limited to: (i) riparian water rights; (ii) appropriative water rights; (iii) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Bank Property; and (iv) any water from wells that are in existence or may be constructed in the future on the Bank Property.

(o) Engaging in any use or activity that may violate, or may fail to comply with, relevant federal, state, or local laws, regulations, or policies applicable to Grantor, the Bank Property, or the use or activity in question.

4. Grantee's Duties.

(a) To ensure that the purposes of this Conservation Easement as described in Section 1 are being accomplished, Grantee and its successors and assigns shall:

(1) Perform, at a minimum on an annual basis, compliance monitoring inspections of the Bank Property; and

(2) Prepare reports on the results of the compliance monitoring inspections, and provide these reports to the Signatory Agencies on an annual basis.

(b) In the event that the Grantee's interest in this easement is held by, reverts to, or is transferred to the State of California, Section 4(a) shall not apply.

5. Grantor's Duties.

Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Bank Property or that are otherwise inconsistent with this Conservation Easement. In addition, Grantor shall undertake all necessary actions to perfect and defend Grantee's rights under Section 2 of this Conservation Easement, and to observe and carry out the obligations of Grantor under the BEI, the Development Plan and the Long-Term Management Plan.

6. Reserved Rights.

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

7. Grantee's Remedies.

If Grantee determines that a violation of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation ("Notice of Violation"). If Grantor fails to cure the violation within thirty (30) days after receipt of a Notice of Violation, or if the cure reasonably requires more than thirty (30) days to complete and Grantor fails to begin the cure within the thirty (30)-day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction for any or all of the following: to recover



any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Bank Property; to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; to pursue any other legal or equitable relief, including but not limited to, the restoration of the Bank Property to the condition in which it existed prior to any violation or injury; or to otherwise enforce this Conservation Easement. Without limiting the liability of Grantor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Bank Property.

If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate injury to the Conservation Values of the Bank Property, Grantee may pursue its remedies under this Conservation Easement without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of this Conservation Easement.

Grantor agrees that Grantee's remedies at law for any violation of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section 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 California Civil Code Section 815, *et seq.* The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from taking such action at a later time.

(a) Costs of Enforcement.

All costs incurred by Grantee, where Grantee is the prevailing party, in enforcing the terms of this Conservation Easement against Grantor, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by negligence or breach of this Conservation Easement, shall be borne by Grantor.

(b) Grantee's Discretion.

Enforcement of the terms of this Conservation Easement by Grantee shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any rights of Grantee under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

(c) 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 Bank Property resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or any prudent action

taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Bank Property resulting from such causes; or (ii) acts by Grantee or its employees.

(d) Enforcement; Standing.

All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by the Third-Party Beneficiaries (as defined in Section 14(m)). These enforcement rights are in addition to, and do not limit, the rights of enforcement under the BEI, the Development Plan or the Long-Term Management Plan. If at any time in the future Grantor uses, allows the use, or threatens to use or allow use of, the Bank Property for any purpose that is inconsistent with or in violation of this Conservation Easement then, despite the provisions of California Civil Code Section 815.7, the California Attorney General and the Third-Party Beneficiaries each has standing as an interested party in any proceeding affecting this Conservation Easement.

(e) Notice of Conflict.

If Grantor receives a Notice of Violation from Grantee or a Third-Party Beneficiary with which it is impossible for Grantor to comply consistent with any prior uncured Notice(s) of Violation, Grantor shall give written notice of the conflict (hereinafter "Notice of Conflict") to the Grantee and Third-Party Beneficiaries. In order to be a valid, a Notice of Conflict shall be given within fifteen (15) days of the date Grantor receives a conflicting Notice of Violation, shall include copies of the conflicting Notices of Violation, and shall describe the conflict with specificity, including how the conflict makes compliance with the uncured Notice(s) of Violation impossible. Upon issuing a valid Notice of Conflict, Grantor shall not be required to comply with the conflicting Notices of Violation until such time as the entity or entities issuing said conflicting Notices of Violation issue(s) revised Notice(s) of Violation that resolve the conflict. Upon receipt of a revised Notice of Violation, Grantor shall comply with such notice within the time period(s) described in the first grammatical paragraph of this Section. The failure of Grantor to issue a valid Notice of Conflict within fifteen (15) days of receipt of a conflicting Notice of Violation shall constitute a waiver of Grantor's ability to claim a conflict.

(f) Reversion.

If the Signatory Agencies determine that Grantee is not holding, monitoring or managing this Conservation Easement for conservation purposes in the manner specified in this Conservation Easement or in the BEI, the Development Plan or the Long-Term Management Plan then, pursuant to California Government Code Section 65967(e), this Conservation Easement shall revert to the State of California, or to another public agency or nonprofit organization qualified pursuant to Civil Code Section 815.3 and Government Code Section 65967(e) (and any successor or other provision(s) then applicable) and approved by the Signatory Agencies.

8. Access.

This Conservation Easement does not convey a general right of access to the public.

9. Costs and Liabilities.

Grantor retains all responsibilities and shall bear all costs and liabilities of any

kind related to the ownership, operation, upkeep, and maintenance of the Bank Property. Grantor agrees that neither Grantee nor Third-Party Beneficiaries shall have any duty or responsibility for the operation, upkeep or maintenance of the Bank Property, the monitoring of hazardous conditions on it, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Bank Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals required 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 laws, statutes, ordinances, rules, regulations, orders and requirements.

(a) Taxes; No Liens.

Grantor shall pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Bank Property by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor shall keep the Bank Property free from any liens (other than a security interest that is expressly subordinated to this Conservation Easement, as provided in Section 14(k)), including those arising out of any obligations incurred by Grantor for any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Bank Property.

(b) Hold Harmless.

(1) Grantor shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Grantee Indemnified Party" and collectively, "Grantee's 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 Bank Property, regardless of cause, except that this indemnification shall be inapplicable to any Claim due solely to the negligence of Grantee or any of its employees; (ii) the obligations specified in Sections 5, 9 and 9(a); and (iii) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the Grantee's Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Grantee's Indemnified Party.

(2) Grantor shall hold harmless, protect and indemnify Third-Party Beneficiaries 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 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 Bank 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 California Attorney General or the U.S. Department of Justice in defending the action or proceeding.

(c) Extinguishment.

If circumstances arise in the future that render the preservation of Conservation Values, including wetland functions and values, or other purposes 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.

(d) Condemnation.

The purposes of this Conservation Easement are presumed to be the best and most necessary public use as defined at California Code of Civil Procedure Section 1240.680 notwithstanding Code of Civil Procedure Sections 1240.690 and 1240.700.

10. Transfer of Conservation Easement or Bank Property.

(a) Conservation Easement.

This Conservation Easement may be assigned or transferred by Grantee upon written approval of the Signatory Agencies, which approval shall not be unreasonably withheld or delayed, but Grantee shall give Grantor and the Signatory Agencies at least sixty (60) days prior written notice of the proposed assignment or transfer. Grantee may assign or transfer its rights under this Conservation Easement only to an entity or organization: (i) authorized to acquire and hold conservation easements pursuant to California Civil Code Section 815.3 and Government Code Section 65965 (and any successor or other provision(s) then applicable), or the laws of the United States; and (ii) otherwise reasonably acceptable to the Signatory Agencies. Grantee shall require the assignee to record the assignment in the county where the Bank Property is located. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way. Any transfer under this section is subject to the requirements of Section 11.

(b) Bank Property.

Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Bank Property, including, without limitation, a leasehold interest. Grantor agrees that the deed or other legal instrument shall also incorporate by reference the BEI, the Development Plan, the Long-Term Management Plan, and any amendment(s) to those

documents. Grantor further agrees to give written notice to Grantee and the Signatory Agencies of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. Grantee or the Signatory Agencies shall have the right to prevent any transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Conservation Easement (including the exhibits and documents incorporated by reference in it). The failure of Grantor to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any transfer under this section is subject to the requirements of Section 11.

11. Merger.

The doctrine of merger shall not operate to extinguish this Conservation Easement if the Conservation Easement and the Bank Property become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement then, unless Grantor, Grantee, and the Signatory Agencies otherwise agree in writing, a replacement conservation easement or restrictive covenant containing the same protections embodied in this Conservation Easement shall be recorded against the Bank Property.

12. Notices.

Any notice, demand, request, consent, approval, or other communication that Grantor or Grantee desires or is required to give to the other shall be in writing, with a copy to each of the Signatory Agencies, and served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, addressed as follows:

To Grantor:	Wildlands SLR Holdings I, LLC 3855 Atherton Road Rocklin, CA 95765 Attn: General Counsel
To Grantee:	Wildlife Heritage Foundation 563 Second Street, Suite 120 Lincoln, CA 95648 Attn: Executive Director
To CDFW:	Department of Fish and Wildlife South Coast Region 3883 Ruffin Road San Diego, CA 92123 Attn: Regional Banking Coordinator
With a copy to:	Department of Fish and Wildlife Office of General Counsel 1416 Ninth Street, 12th Floor Sacramento, CA 95814-2090 Attn: General Counsel

To USACE: U.S. Army Corps of Engineers  
Los Angeles District  
South Coast Branch, Carlsbad Field Office  
ATTN: SPL-2011-00694-SAS5900 La Place Court, Ste  
100  
Carlsbad, CA 92008  
Attn: Chief, South Coast Section

or to such other address a party or a Signatory Agency shall designate by written notice to Grantor, Grantee and the Signatory Agencies. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, three (3) days after deposit into the United States mail.

13. Amendment.

This Conservation Easement may be amended only by mutual written agreement of Grantor and Grantee and written approval of the Signatory Agencies, which approval shall not be unreasonably withheld or delayed. Any such amendment shall be consistent with the purposes of this Conservation Easement and California law governing conservation easements, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of the county in which the Bank Property is located, and Grantee shall promptly provide a conformed copy of the recorded amendment to the Grantor and the Signatory Agencies.

14. Additional Provisions.

(a) Controlling Law.

The interpretation and performance of this Conservation Easement shall be governed by the laws of the United States and the State of California, disregarding the conflicts of law principles of such state.

(b) Liberal Construction.

Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to effect the purposes of this Conservation Easement and the policy and purpose of California Civil Code Section 815, *et seq.* and Government Code Sections 65965-65968. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes 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 any other persons or circumstances.

(d) Entire Agreement.

This document (including its exhibits and the BEI, the Development Plan, and the Long-Term Management Plan incorporated by reference in this document) sets forth the

entire agreement of the parties and the Signatory Agencies with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements of the parties relating to the Conservation Easement. No alteration or variation of this Conservation Easement shall be valid or binding unless contained in an amendment in accordance with Section 13.

(e) No Forfeiture.

Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors.

The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties and their respective personal representatives, heirs, successors, and assigns, and shall constitute a servitude running in perpetuity with the Bank Property.

(g) Termination of Rights and Obligations.

A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Bank Property, except that liability for acts, omissions or breaches occurring prior to transfer shall survive transfer.

(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) No Hazardous Materials Liability.

(1) Grantor represents and warrants that it has no knowledge or notice of any 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 Bank Property, or transported to or from or affecting the Bank Property.

(2) Without limiting the obligations of Grantor under Section 9 (b), Grantor hereby releases and agrees to indemnify, protect and hold harmless the Grantee's Indemnified Parties (defined in Section 9 (b) (1)) from and against any and all Claims (defined in Section 9 (b)(1)) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Bank Property at any time, except any Hazardous Materials placed, disposed or released by Grantee or any of its employees. This release and indemnification includes, without limitation, Claims for (A) injury to or death of any person or physical damage to any property; and (B) 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 Grantee's Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from the applicable Grantee Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Grantee Indemnified Party.

(3) Without limiting the obligations of Grantor under Section 9 (b), Grantor hereby releases and agrees to indemnify, protect and hold harmless the Third-Party Beneficiary Indemnified Parties (defined in Section 9 (b)(2)) from and against any and all Claims arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Bank Property at any time, except that this release and indemnification shall be inapplicable to a Third-Party Beneficiary Indemnified Party with respect to any Hazardous Materials placed, disposed or released by that Third-Party Beneficiary Indemnified Party or any of its employees. This release and indemnification includes, without limitation, Claims for (A) injury to or death of any person or physical damage to any property; and (B) the violation of alleged violation of, or other failure to comply with, any Environmental Laws. 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 or and upon written notice from the applicable Third-Party Beneficiary Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Third-Party Beneficiary Indemnified Party for all charges incurred for services of the California Attorney General or the U.S. Department of Justice in defending the action or proceeding.

(4) 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 to Grantee or any Third-Party Beneficiaries any of the following:

(A) The obligations or liability 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. § 9601, *et seq.*; hereinafter, "CERCLA"); or

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

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

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

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

(5) 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, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, *et seq.*; hereinafter, "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. §5101, *et seq.*; hereinafter, "HTA"); the Hazardous Waste Control Law (California Health & Safety Code § 25100, *et seq.*; hereinafter, "HCL"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code § 25300, *et*



*seq.*; hereinafter "HSA"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

(6) The term "Environmental Laws" includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other 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 and Third-Party Beneficiaries that activities upon and use of the Bank Property by Grantor, its agents, employees, invitees and contractors will comply with all Environmental Laws.

(j) Warranty.

Grantor represents and warrants that Grantor is the sole owner of the Bank Property. Grantor also represents and warrants that, except as specifically disclosed to and approved by the Signatory Agencies pursuant to the Bank Property Assessment and Warranty signed by Grantor and attached as an exhibit to the BEI, there are no outstanding mortgages, liens, encumbrances or other interests in the Bank Property (including, without limitation, mineral interests) which may conflict or are inconsistent with this Conservation Easement.

(k) Additional Interests.

Grantor shall not grant any additional easements, rights of way or other interests in the Bank Property (other than a security interest that is expressly subordinated to this Conservation Easement), nor shall Grantor grant, transfer, abandon or relinquish (each a "Transfer") any mineral, air, or water right or any water associated with the Bank Property, without first obtaining the written consent of Grantee and the Signatory Agencies. Such consent may be withheld if Grantee or the Signatory Agencies determine(s) that the proposed interest or Transfer is inconsistent with the purposes of this Conservation Easement or will impair or interfere with the Conservation Values of the Bank Property. This Section 14(k) shall not limit the provisions of Section 2(d) or 3(n), nor prohibit transfer of a fee or leasehold interest in the Bank Property that is subject to this Conservation Easement and complies with Section 10. Grantor shall provide a copy of any recorded or unrecorded grant or Transfer document to the Grantee and Signatory Agencies.

(l) Recording.

Grantee shall record this Conservation Easement in the Official Records of the County in which the Bank Property is located, and may re-record it at any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

(m) Third-Party Beneficiary.

Grantor and Grantee acknowledge that the CDFW and USACE (the "Third-Party Beneficiaries") are third party beneficiaries of this Conservation Easement with the right of access to the Bank Property and the right to enforce all of the obligations of Grantor including, but not limited to, Grantor's obligations under Section 14, and all other rights and remedies of the Grantee under this Conservation Easement.

(n) Funding.

Endowment funding for the perpetual management, maintenance and monitoring of the Bank Property is specified in and governed by the BEI, the Long-Term Management Plan, and Endowment Agreement entered into between Grantor and Grantee dated \_\_\_\_\_. Endowment funding for Grantee's duties is specified in and governed by the Endowment Agreement entered into between Grantor and Grantee dated \_\_\_\_\_, a copy of which is attached hereto as Exhibit C.

IN WITNESS WHEREOF Grantor has executed this Conservation Easement Deed the day and year first above written.

**GRANTOR:** [*Notarization Required*]

WILDLANDS SLR HOLDINGS I, LLC, a Delaware limited liability Company

By: TCP III Holdings, LLC, its Sole Member and Manager

By: Timbervest Crossover Partners III, L.P., its Manager

By: Timbervest, LLC, as Manager

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Conservation Easement Deed by Wildlands SLR Holdings I, LLC, a Delaware limited liability company, dated \_\_\_\_\_, 20\_\_\_\_, to the Wildlife Heritage Foundation, a non-profit corporation, acting by and through its authorized representative, is hereby accepted by the undersigned on behalf of Grantee.

GRANTEE: [*Notarization Required*]

WILDLIFE HERITAGE FOUNDATION

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_  
Authorized Representative

DATE: \_\_\_\_\_

**EXHIBIT A**

**PROPERTY LEGAL DESCRIPTION AND MAP**

**EXHIBIT A  
PROPERTY  
LEGAL DESCRIPTION**

**PARCEL 1: (APN 122-130-33, 35, 37, 39 & 41)**

PARCEL B OF THAT CERTAIN LOT LINE ADJUSTMENT AND CERTIFICATE OF COMPLIANCE NO. PLA-11-00004, IN THE CITY OF OCEANSIDE, RECORDED NOVEMBER 23, 2011 AS DOCUMENT NO. [2011-0628785](#), OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE WEST HALF OF SECTION 36, TOWNSHIP 10 SOUTH, RANGE 4 WEST TOGETHER WITH A PORTION OF PARCEL 2 OF CERTIFICATE OF COMPLIANCE PLA 02-98 PER DOCUMENT NO. [1999-0235759](#) RECORDED APRIL 08, 1999, IN THE CITY OF OCEANSIDE, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

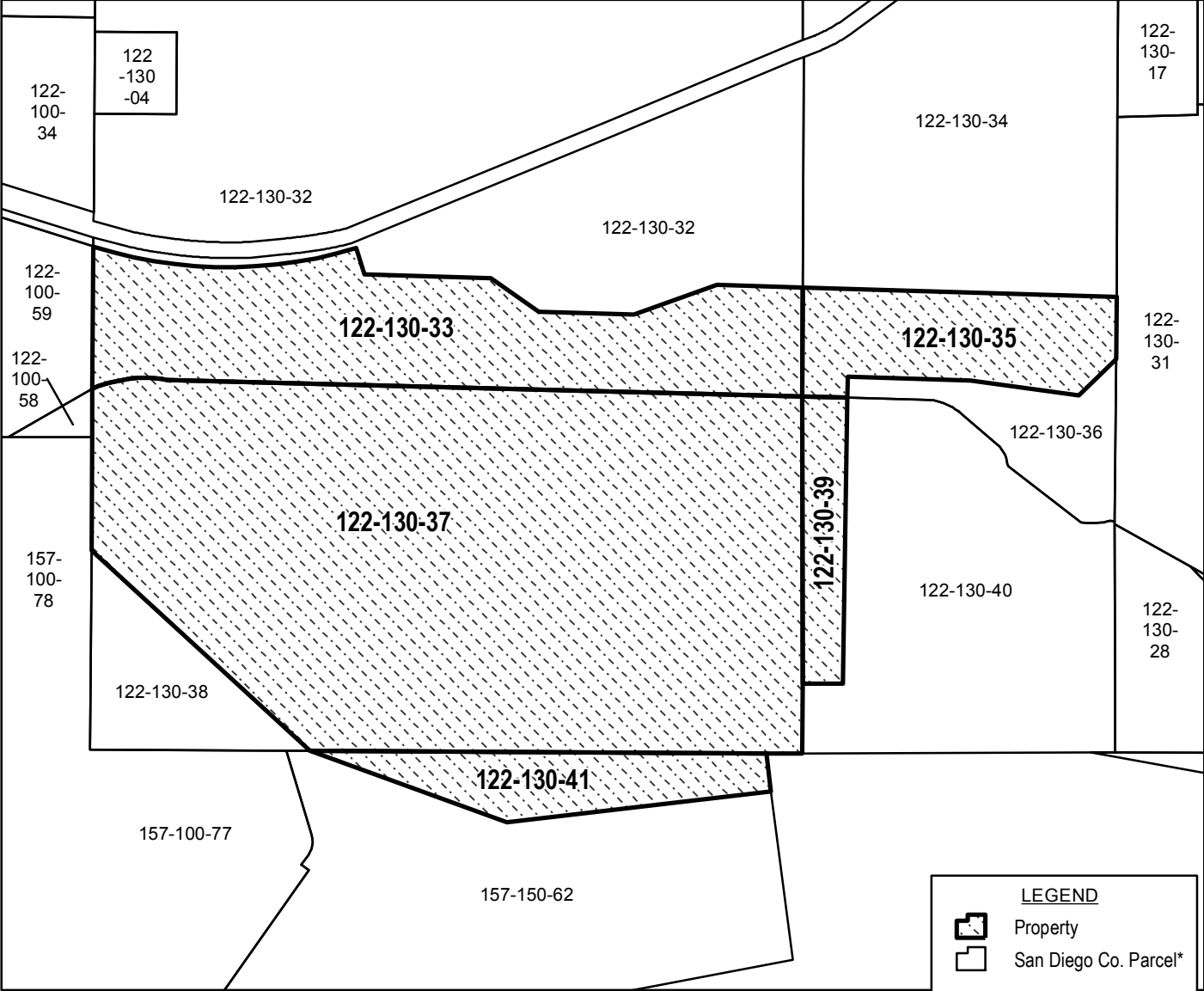
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE, ALONG THE WEST LINE OF SAID SECTION 36, NORTH 00°21'07" EAST 510.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID WEST LINE, NORTH 00°21'07" WEST 778.29 FEET TO A POINT PERPENDICULAR AND 42 FEET SOUTHERLY OF THE CENTERLINE OF NORTH RIVER ROAD PER ROAD SURVEY 674; THENCE, LEAVING SAID WEST LINE ALONG SAID PERPENDICULAR LINE, SOUTH 72°34'48" EAST 1.84 FEET TO THE BEGINNING OF A 1,142 FOOT RADIUS CURVE CONCAVE TO THE NORTH; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°12'49" A DISTANCE OF 681.93 FEET; THENCE, NON-TANGENT TO SAID CURVE, SOUTH 16°47'37" EAST 70.00 FEET; THENCE SOUTH 88°17'35" EAST 325.00 FEET; THENCE SOUTH 54°41'47" EAST 150.00 FEET; THENCE SOUTH 88°17'35" EAST 243.92 FEET; THENCE NORTH 70°07'54" EAST 225.71 FEET; THENCE SOUTH 88°17'35" EAST 1,025.00 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 36; THENCE, ALONG SAID EAST LINE, SOUTH 00°16'42" WEST 159.42 FEET; THENCE, LEAVING SAID EAST LINE, SOUTH 45°45'08" WEST 133.72 FEET; THENCE NORTH 82°07'16" WEST 279.94 FEET; THENCE NORTH 88°10'23" WEST 314.85 FEET; THENCE SOUTH 00°56'46" WEST 787.51 FEET; THENCE NORTH 89°43'18" WEST 103.27 FEET; THENCE SOUTH 00°16'42" WEST 179.40 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 36; THENCE, ALONG SAID SOUTH LINE, NORTH 89°39'11" WEST 91.37 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE, LEAVING SAID SOUTH LINE ALONG THE EAST LINE OF SAID PARCEL 2, SOUTH 07°00'05" WEST 97.27 FEET; THENCE, LEAVING SAID EAST LINE, SOUTH 83°18'23" WEST 681.37 FEET; THENCE NORTH 70°04'57" WEST 537.33; THENCE NORTH 47°27'16" WEST 759.27 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL 2:**


A NON-EXCLUSIVE EASEMENT ON, OVER, ACROSS AND UNDER EASEMENT AREA 1 FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AND FOR THE PURPOSE OF CONSTRUCTING CERTAIN ROADWAY AND DRAINAGE IMPROVEMENTS PURSUANT TO THE TERMS OF THAT CERTAIN AGREEMENT FOR USE AND MAINTENANCE AND GRANT OF ROAD EASEMENTS RECORDED DECEMBER 12, 2011 AS FILE NO. [2011-0666295](#) OF OFFICIAL RECORDS.


END OF LEGAL DESCRIPTION

**Exhibit A - Property**




**LEGEND**

 Property


 San Diego Co. Parcel\*

*\*Source: SanGIS, October 2013.*

**SCALE / ORIENTATION**

 Feet

0 100 200 400

 NORTH

**EXHIBIT B**

**BANK PROPERTY LEGAL DESCRIPTION AND MAP**

EXHIBIT B  
BANK PROPERTY

JULY 15, 2014

J.N. 11-1335

PAGE 1 OF 2

LEGAL DESCRIPTION

A PORTION PARCEL "B" OF THAT CERTAIN LOT LINE ADJUSTMENT AND CERTIFICATE OF COMPLIANCE NO. PLA 11-00004 IN THE CITY OF OCEANSIDE, RECORDED ON NOVEMBER 23, 2011, AS DOCUMENT NO. 2011-0628785, IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "B"; THENCE, ALONG THE SOUTH LINE OF SAID PARCEL "B", SOUTH  $47^{\circ}27'16''$  EAST 100.22 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING A POINT OF CUSP WITH A 150 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST, THE RADIAL TO SAID POINT BEARS SOUTH  $42^{\circ}32'44''$  WEST; THENCE, LEAVING SAID SOUTH LINE, NORTHWEST ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $47^{\circ}48'23''$  A DISTANCE OF 125.16 FEET; THENCE NORTH  $00^{\circ}21'07''$  EAST 258.73 FEET; NORTH  $26^{\circ}55'01''$  EAST 55.90 FEET; NORTH  $00^{\circ}21'07''$  EAST 247.48 FEET TO THE BEGINNING OF A 75.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $99^{\circ}29'54''$  A DISTANCE OF 130.24 FEET TO THE BEGINNING OF A NON-TANGENT REVERSE 1212.00 FOOT RADIUS CURVE CONCAVE TO THE NORTH, THE RADIAL TO SAID POINT BEARS NORTH  $09^{\circ}49'45''$  EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $17^{\circ}25'44''$  A DISTANCE OF 368.68 FEET; THENCE, NON-TANGENT TO SAID CURVE, SOUTH  $01^{\circ}28'17''$  EAST 40.12 FEET; THENCE NORTH  $88^{\circ}31'43''$  EAST 20.00 FEET; THENCE NORTH  $01^{\circ}30'20''$  WEST 42.43 FEET TO A POINT ON A NON-TANGENT 1,212.00 FOOT RADIUS CURVE CONCAVE TO THE NORTH, THE RADIAL TO SAID POINT BEARS NORTH  $08^{\circ}33'01''$  WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $08^{\circ}14'36''$  A DISTANCE OF 174.37 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL "B"; THENCE, ALONG SAID NORTH LINE NON-TANGENT TO SAID CURVE, SOUTH  $88^{\circ}17'35''$  EAST 325.00 FEET; THENCE, CONTINUING ALONG SAID NORTH LINE, SOUTH  $54^{\circ}41'47''$  EAST 150.00 FEET; THENCE SOUTH  $88^{\circ}17'35''$  EAST 110.28 FEET; THENCE, LEAVING SAID NORTH LINE, SOUTH  $02^{\circ}52'03''$  WEST 64.63 FEET; THENCE SOUTH  $87^{\circ}08'48''$  EAST 20.00 FEET; THENCE NORTH  $02^{\circ}52'03''$  EAST 65.03 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL "B"; THENCE, ALONG SAID NORTH LINE, NORTH  $88^{\circ}17'35''$  WEST 113.63 FEET; THENCE, CONTINUING ALONG SAID NORTH LINE, NORTH  $70^{\circ}07'54''$  EAST 225.71 FEET; THENCE, SOUTH  $88^{\circ}17'35''$  EAST



EXHIBIT B  
BANK PROPERTY

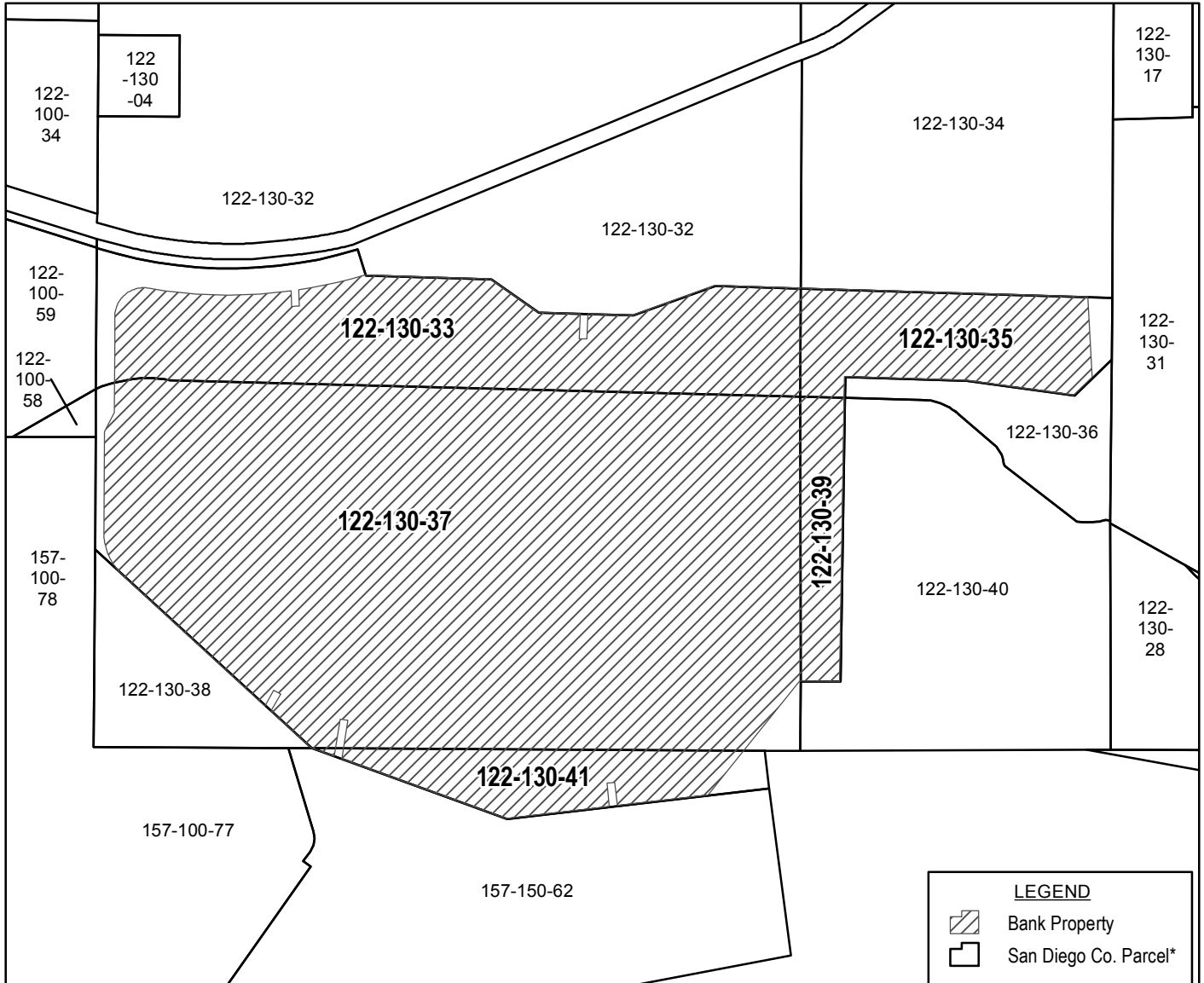
JULY 15, 2014

J.N. 11-1335

PAGE 2 OF 2

965.01 FEET; THENCE, LEAVING SAID NORTH LINE, SOUTH 03°04'58" EAST 208.26 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL "B"; THENCE, ALONG SAID SOUTH LINE, SOUTH 45°45'08" WEST 66.73 FEET; THENCE, CONTINUING ALONG SAID SOUTH LINE, NORTH 82°07'16" WEST 279.94 FEET; THENCE NORTH 88°10'23" WEST 314.85 FEET; SOUTH 00°56'46" WEST 787.51 FEET; NORTH 89°43'18" WEST 103.27 FEET; THENCE, LEAVING SAID SOUTH LINE, SOUTH 38°44'48" WEST 376.46 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL "B"; THENCE, ALONG SAID SOUTH LINE, SOUTH 83°18'23" WEST 238.76 FEET; THENCE, LEAVING SAID SOUTH LINE, NORTH 06°26'37" WEST 60.19 FEET; THENCE SOUTH 83°18'23" WEST 20.00 FEET; THENCE SOUTH 06°26'37" EAST 60.27 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL "B"; THENCE, ALONG SAID SOUTH LINE, SOUTH 83°18'23" WEST 268.30 FEET; THENCE, CONTINUING ALONG SAID SOUTH LINE, NORTH 70°04'57" WEST 451.85 FEET; THENCE, LEAVING SAID SOUTH LINE, NORTH 08°51'50" EAST 101.46 FEET; THENCE NORTH 81°08'10" WEST 20.00 FEET; THENCE SOUTH 08°51'50" WEST 97.55 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL "B"; THENCE, ALONG SAID SOUTH LINE, NORTH 70°04'57" WEST 65.10 FEET; THENCE, CONTINUING ALONG SAID SOUTH LINE, NORTH 47°27'16" WEST 139.04 FEET; THENCE, LEAVING SAID SOUTH LINE, NORTH 29°15'10" EAST 50.68 FEET; THENCE NORTH 60°44'50" WEST 20.00 FEET; THENCE SOUTH 29°15'10" WEST 45.96 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL "B"; THENCE, ALONG SAID SOUTH LINE, NORTH 47°27'16" WEST 499.45 FEET TO THE TRUE POINT OF BEGINNING.

## Exhibit B - Bank Property



### LEGEND



Bank Property



San Diego Co. Parcel\*

\*Source: SanGIS, October 2013.

### SCALE / ORIENTATION

