

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

207



FROM: Economic Development Agency/Facilities Management and
Transportation Department

SUBMITTAL DATE:
January 3, 2013

SUBJECT: Resolution No. 2013-005 Authorization to Convey a Conservation Easement in Real Property from the County of Riverside to the Western Riverside County Regional Conservation Authority

RECOMMENDED MOTION: That the Board of Supervisors

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15325, Class 25;
2. Adopt Resolution No. 2013-005 Authorization to Convey a Conservation Easement in Real Property, located in the unincorporated area of Riverside County near Murrieta, over portions of Assessor's Parcel Numbers 392-340-025, 392-340-026, and 392-340-027, by Conservation Easement Deed to the Western Riverside County Regional Conservation Authority;

(Continued)

Juan C. Perez, Director
Transportation and Land Management

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: January 15, 2013
xc: EDA, Transp.

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

Prev. Agn. Ref.: 3.62 of 7/31/07; 3.14 of 4/03/07 and 3.16 of 4/03/07
3.11 of 12/11/12

District: 3/3

Agenda Number: 3-7

FORM APPROVED COUNTY COUNSEL BY: SYNTHIA M. GUNZEL DATE: 1/10/13

Policy Policy
 Dept's Recomm.: Consent
 Per Exec. Ofc.: Consent

RECOMMENDED MOTION: (Continued)

3. Authorize the Chairman of the Board of Supervisors to execute the Easement Deed to complete the conveyance of the conservation easement interest in real property and this transaction;
4. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute any other documents and administer all actions to complete this transaction; and
5. Direct the Clerk of the Board to return all documents to the Economic Development Agency/Facilities Management for further processing and recordation

BACKGROUND:

The Riverside County Transportation Department (RCTD) proposes to construct Clinton Keith Road as a six-lane urban arterial between Antelope Road and State Route 79 in Western Riverside County, in accordance with the County General Plan Amendment (CGPA) 409, adopted December 19, 2000 (Road Project). The length of the proposed Road Project, including the existing alignment and the extension of the alignment is approximately 3.4 miles.

As part of the Road Project, RCTD required a fee simple interest for Southern California Edison (SCE) over Assessor's Parcel Number 480-100-001, parcel owned by DR Horton Los Angeles Holding Company, Inc. (DR Horton Property), in order for SCE to gain access to their transmission lines. However, RCTD discovered that a conservation easement in favor of Western Riverside County Regional Conservation Authority (RCA) was already placed over the portion of the DR Horton property which disallowed access over the parcel.

After RCTD completed its due diligence, it was determined that a portion of Assessor's Parcel Numbers 392-340-025, 392-340-026, and 392-340-027, (County Property), acquired for the Road Project had the characteristics that would be a comparable exchange for the conservation easement in favor of RCA on the DR Horton property. The proposed conservation easement is 4.83 acres and depicted on Attachment A, attached hereto and made a part hereof.

RCTD desires that the County of Riverside, on behalf of RCTD, grant a conservation easement, legally described and depicted on Attachment B, over a portion of the County Property to RCA in exchange for the fee simple interest in real property for SCE that is necessary for the Road Project.

The Notice of Exemption will be filed immediately following the approval of the conservation easement. RCTD staff conducted a review of the proposed conservation easement and found it is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15325, Class 25, which consists of transfers of ownership of interests in land in order to preserve open space, habitat and historical resources. The proposed conservation easement will allow RCA to preserve existing natural conditions on Assessor's Parcel Numbers: 392-340-025, 392-340-026 and 392-340-027 consistent with Categorical Exemption 15325(a) which exempts acquisition, sale or other transfer of areas to preserve the existing natural conditions, including plant or animal habitats.

(Continued)

BACKGROUND: (Continued)

On or after December 11, 2012, the Board adopted Resolution No. 2012-167, a Notice of Intention to Convey Conservation Easement in Real Property to the Western Riverside County Regional Conservation Authority by Conservation Easement Deed and notice was published by the Clerk of the Board as provided in Section 6061 of the Government Code.

Pursuant to Government Code Section 25365, a county may transfer real property or any interest therein, belonging to a county to another public agency, upon the terms and conditions as are agreed upon and without complying with any other provisions of the Government Code, if the property or interest therein to be conveyed is not needed for county use. The County intends to convey a conservation easement interest in real property, located in the unincorporated area of Riverside County, referenced hereinabove as County Property, pursuant to terms and conditions for the conveyance of the conservation easement made by the County to RCA.

Staff recommends that the County, in furtherance of the Road Project, convey the conservation easement on the portion of County's property in favor of RCA in exchange for the portion of the DR Horton Property in fee simple for Southern California Edison. While the conveyance of this conservation easement to RCA is to replace a portion of the conservation easement on the DR Horton Property that needs to be conveyed to SCE, this conveyance can and is intended to occur separately due to the different property ownership.

The Form 11 and Resolution has been approved as to form by County Counsel.

Attachments:

Attachment "A" – Map delineating Conservation Easement on County Property

Attachment "B" – Legal Description and Plat Map

Conservation Easement Deed

2
3 **RESOLUTION NO. 2013-005**

4
5 **AUTHORIZATION TO CONVEY A CONSERVATION EASEMENT INTEREST IN**
6 **REAL PROPERTY FROM THE COUNTY OF RIVERSIDE TO THE WESTERN**
7 **RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY**
8

9 **WHEREAS**, the Riverside County Transportation Department (RCTD) proposes
10 to construct Clinton Keith Road as a six-lane urban arterial between Antelope Road
11 and State Route 79 in Western Riverside County, in accordance with County General
12 Plan Amendment (CGPA) (Road Project);

13 **WHEREAS**, as part of the Road Project, RCTD required a fee simple interest for
14 Southern California Edison (SCE) over Assessor's Parcel Number 480-100-001, a
15 parcel owned by DR Horton in order for SCE to gain access to their transmission lines;

16 **WHEREAS**, RCTD discovered that a conservation easement in favor of Western
17 Riverside County Regional Conservation Authority (RCA) was already placed on the
18 DR Horton Property which disallowed access over the portion of the property needed
19 for SCE;

20 **WHEREAS**, the County of Riverside (County) is the owner of that certain real
21 property identified as Assessor's Parcel Numbers 392-340-025, 392-340-026, and 392-
22 340-027 (County Property) located in unincorporated county area of Riverside County
23 near Murrieta, of which, a 4.83-acre portion, could be used as an exchange for and in
24 order to provide the access needed over the DR Horton Property by SCE in
25 furtherance of the Road Project and to replace the conservation easement area in favor
26 of RCA; and,

27 **WHEREAS**, the County has full legal title and has full power and authority to
28 convey all property rights described herein to the RCA; and,

FORM APPROVED COUNTY COUNSEL
BY: *Syngiani Gunzel* DATE: *12-25-12*
SYNGIANI GUNZEL

1 **WHEREAS**, the conveyance of the conservation easement of the portion of
2 County Property to RCA will serve two purposes: (1) replace the conservation
3 easement in favor of RCA on the DR Horton Property and (2) provide the access for
4 SCE needed for the Road Project; and,

5 **WHEREAS**, pursuant to Government Code Section 25365, the County may
6 transfer interests in real property or interest belonging to the County to another public
7 agency upon terms and conditions the parties agree upon and without complying with
8 any other provisions of the Government Code; and,

9 **WHEREAS**, the County and RCA intend to execute a Conservation Easement
10 Deed to provide the terms and conditions for the conveyance of the County Property
11 from County to RCA; and,

12 **WHEREAS**, on December 11, 2012, the Board of Supervisors of the County of
13 Riverside adopted Resolution No. 2012-167, a Notice of Intention to Convey the
14 Conservation Easement Interest in Real Property from the County of Riverside to the
15 RCA; now therefore,

16 **NOW, THEREFORE, BE IT RESOLVED AND DETERMINED AND ORDERED**
17 by the Board of Supervisors of the County of Riverside, California, in regular session
18 assembled on or after January 15, 2013, at 9:00 am, in the meeting room of the Board
19 of Supervisors located on the 1st floor of the County Administrative Center, 4080
20 Lemon Street, Riverside, California, authorizes the conveyance to the RCA the
21 following described real property: Certain real property located in unincorporated
22 county area of Riverside County near Murrieta, more particularly depicted on
23 Attachment "A" and legally described in Attachment "B", attached hereto and thereby
24 made a part hereof.

25 **BE IT FURTHER RESOLVED AND DETERMINED** that the Chairman of the
26 Board is authorized to execute the Conservation Easement Deed to complete the
27 conveyance of the conservation easement interest in real property and this transaction.
28

1 BE IT FURTHER RESOLVED AND DETERMINED that the Assistant County
2 Executive Officer/EDA, or his designee, is authorized to execute any other documents
3 and administer all actions to complete this transaction;

4 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board
5 return all documents to the Economic Development Agency/Facilities Management for
6 further processing and recordation;

7 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of
8 Supervisors has given notice hereof as provided in Section 6061 of the Government
9 Code.

10 ///

ROLL CALL:

11 ///

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley

12 ///

Nays: None

13 ///

Absent: None

14 ///

The foregoing is certified to be a true copy of a resolution duly
15 adopted by said Board of Supervisors on the date therein set forth.

16 ///

KECIA HARPER-IHEM, Clerk of said Board

17 ///

By: _____
Deputy

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

SV:s\112612\220TR\15.056 S:\Real Property\TYPING\Docs-15.000 to 15.499\15.056.doc

0 80 160 320 Feet

1 inch equals 127 feet
 Orthophoto Flown April 2007
 Printed by Records on 11/30/08

The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Data and information may not be complete or appropriate for all purposes. County GIS and other sources should be queried for the most current information. Do not copy or reuse this map.

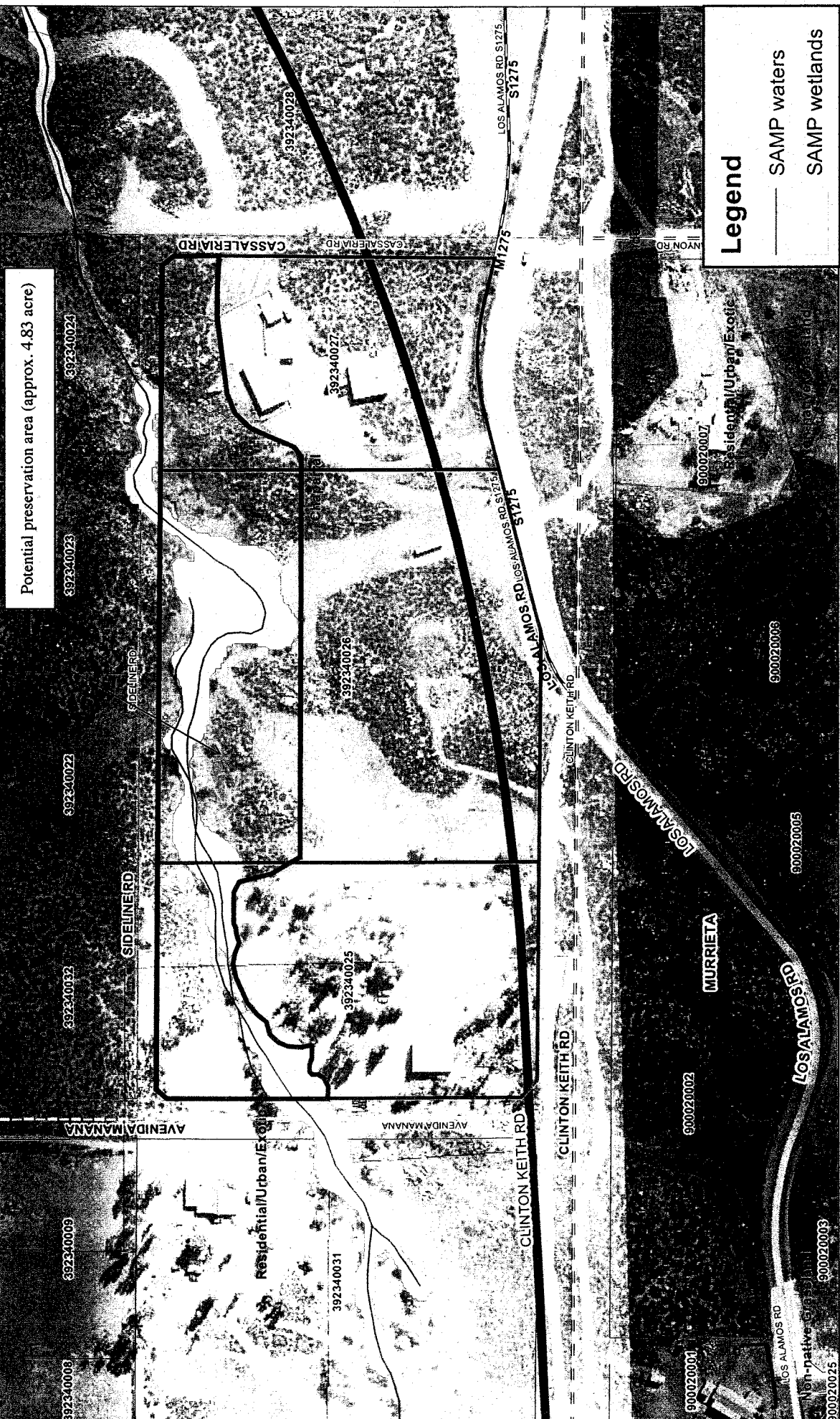


EXHIBIT "A"
LEGAL DESCRIPTION
PRESERVATION AREA

That certain parcel of land situated in the Unincorporated Territory of the County of Riverside, State of California, being a portion of Parcel 1 of Parcel Map No. 17774 filed in Book 121, Page 66 of Parcel Maps in the Office of the Riverside County Recorder, situated in Section 36, Township 6 South, Range 3 West, San Bernardino Base and Meridian, described as a whole as follows:

BEGINNING at the northeasterly corner of said Parcel 1;

Thence along the easterly line of said Parcel 1 South 00°13'53" East 164.11 feet;

Thence leaving said easterly line North 19°13'54" West 44.28 feet;

Thence South 89°48'00" West 166.37 feet;

Thence South 49°48'46" West 119.98 feet;

Thence South 00°25'30" West 36.25 feet;

Thence South 88°35'04" West 37.64 feet;

Thence South 24°27'17" West 20.09 feet;

Thence South 89°46'07" West 28.30 feet to the westerly line of said Parcel 1;

Thence along said westerly line North 00°13'53" West 239.67 feet to the northwesterly line of said Parcel 1;

Thence along said northwesterly line North 44°47'04" East 21.21 feet to the northerly line of said Parcel 1;

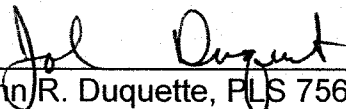
Thence along said northerly line North 89°48'00" East 332.50 feet to the **POINT OF BEGINNING**.

EXHIBIT "A"
LEGAL DESCRIPTION
PRESERVATION AREA

CONTAINING: 1.27 acres, more or less.

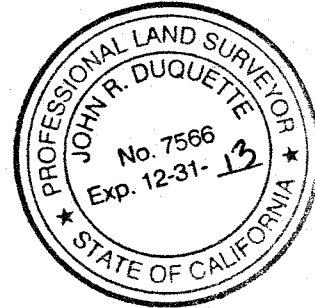
EXHIBIT "B" attached hereto and by this reference made a part hereof.

This description was prepared
by me or under my direction.



John R. Duquette, PLS 7566
My license expires 12/31/13

4/4/12
Date




THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: 
DATE: 7-9-12

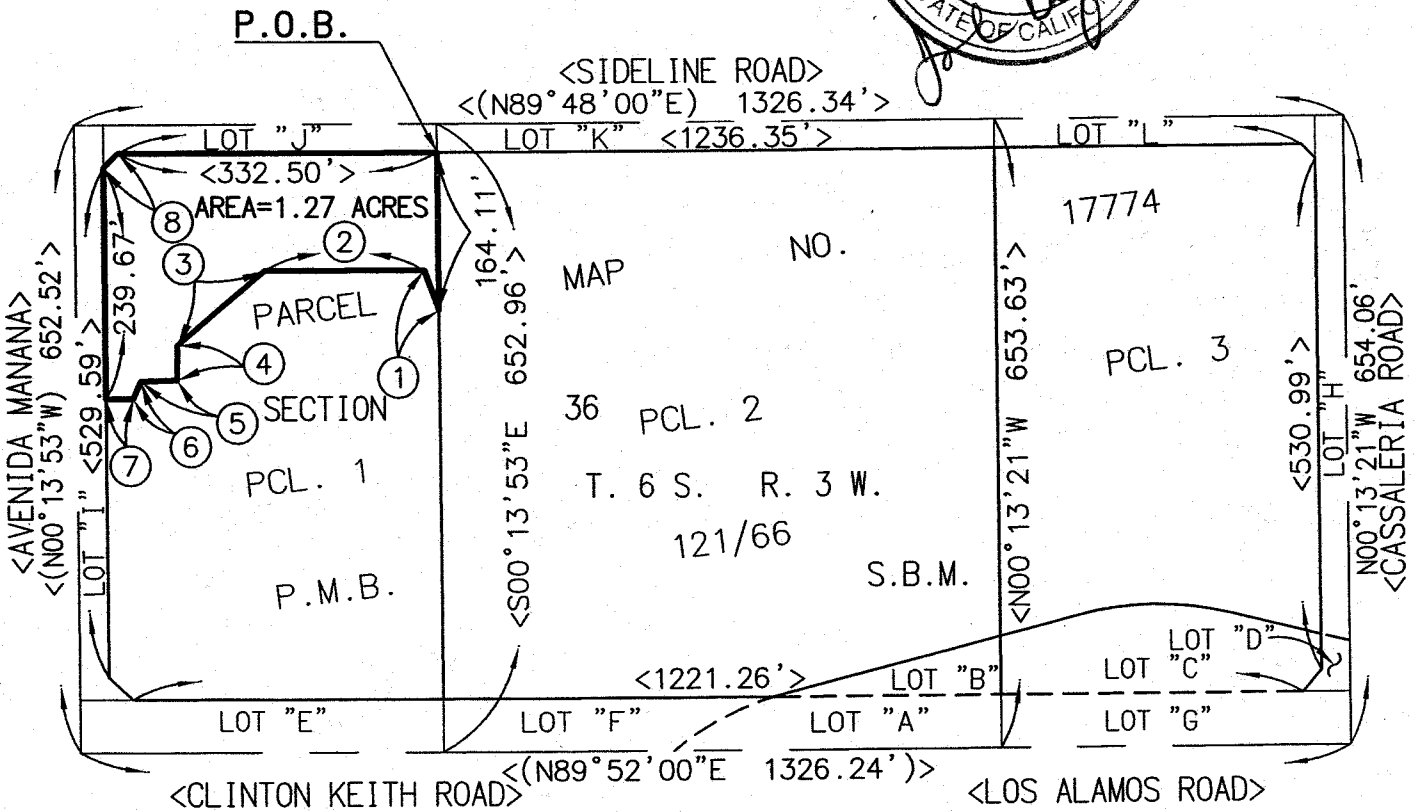
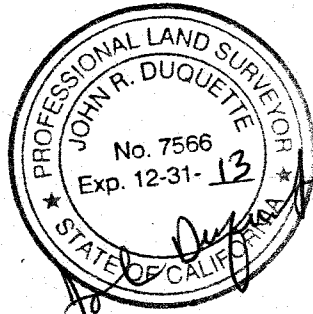
EXHIBIT "B"

(PRESERVATION AREA)

DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	N19° 13' 54" W	--	44.28'
2	S89° 48' 00" W	--	166.37'
3	S49° 48' 46" W	--	119.98'
4	S00° 25' 30" W	--	36.25'
5	S88° 35' 04" W	--	37.64'
6	S24° 27' 17" W	--	20.09'
7	S89° 46' 07" W	--	28.30'
8	N44° 47' 04" E	--	21.21'

() = RECORD DATA PER PMB 27/23.
 < > = RECORD DATA PER PMB 121/66.

R/W SHOWN IS DEDICATED AND
 ACCEPTED ON PMB 121/55



THIS DOCUMENT REVIEWED BY
 RIVERSIDE COUNTY SURVEYOR.

BY: *[Signature]*

DATE: 7-9-12



CONSULTING SHEET 1 OF 1 SHEET

EXHIBIT "A"
LEGAL DESCRIPTION
PRESERVATION AREA

That certain parcel of land situated in the Unincorporated Territory of the County of Riverside, State of California, being a portion of Parcel 2 of Parcel Map No. 17774 filed in Book 121, Page 66 of Parcel Maps in the Office of the Riverside County Recorder, situated in Section 36, Township 6 South, Range 3 West, San Bernardino Base and Meridian, described as a whole as follows:

BEGINNING at the northeasterly corner of said Parcel 2;

Thence along the easterly line of said Parcel 2 South 00°13'21" East 203.51 feet;

Thence leaving said easterly line South 89°31'29" West 558.83 feet;

Thence North 28°04'01" West 47.60 feet to the westerly line of said Parcel 2;

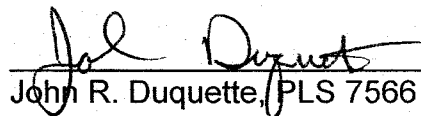
Thence along said westerly line North 00°13'53" West 164.11 feet to the northerly line of said Parcel 2;

Thence along said northerly line North 89°48'00" East 581.09 feet to the **POINT OF BEGINNING**.

CONTAINING: 2.72 acres, more or less.

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

This description was prepared
by me or under my direction.


John R. Duquette, PLS 7566
My license expires 12/31/13

4/4/12
Date

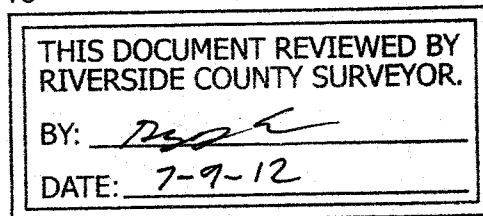
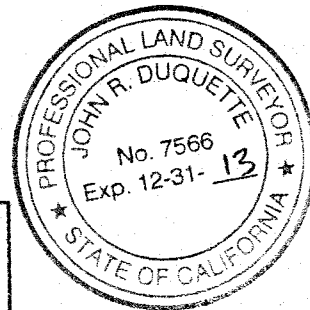


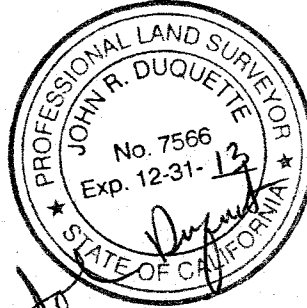
EXHIBIT "B"

(PRESERVATION AREA)

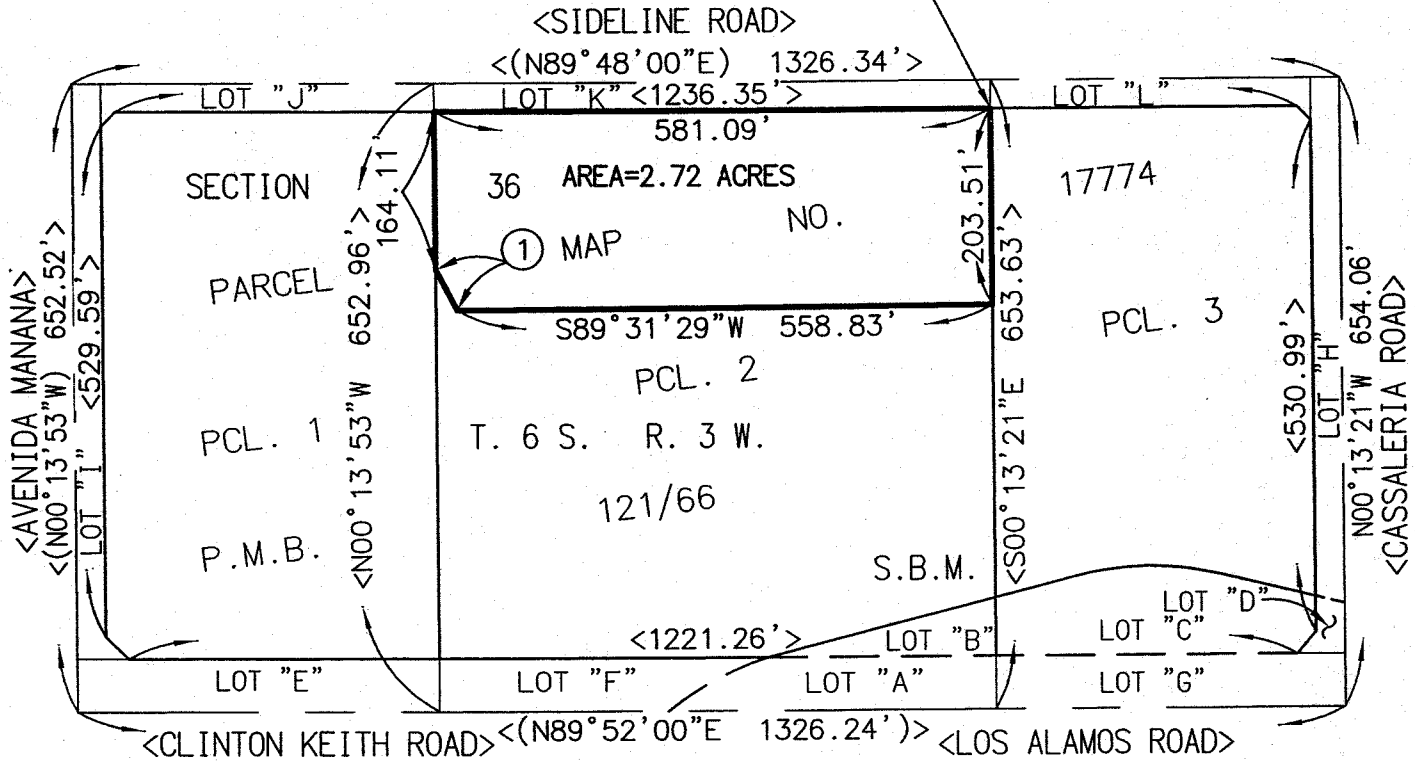
DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	N28°04'01"W	--	47.60'

() = RECORD DATA PER PMB 27/23.
 < > = RECORD DATA PER PMB 121/66.

R/W SHOWN IS DEDICATED AND
 ACCEPTED ON PMB 121/55



P.O.B.



THIS DOCUMENT REVIEWED BY
 RIVERSIDE COUNTY SURVEYOR.

BY: *Pass*

DATE: 7-9-12



CONSULTING SHEET 1 OF 1 SHEET

EXHIBIT "A"
LEGAL DESCRIPTION
PRESERVATION AREA

That certain parcel of land situated in the Unincorporated Territory of the County of Riverside, State of California, being a portion of Parcel 3 of Parcel Map No. 17774 filed in Book 121, Page 66 of Parcel Maps in the Office of the Riverside County Recorder, situated in Section 36, Township 6 South, Range 3 West, San Bernardino Base and Meridian, described as a whole as follows:

BEGINNING at the northwesterly corner of said Parcel 3;

Thence along the westerly line of said Parcel 3 South $00^{\circ}13'21''$ East 203.51 feet;

Thence leaving said westerly line North $89^{\circ}31'29''$ East 37.05 feet;

Thence North $51^{\circ}27'26''$ East 13.66 feet;

Thence North $22^{\circ}34'48''$ East 70.62 feet;

Thence North $43^{\circ}42'29''$ East 33.03 feet;

Thence North $67^{\circ}18'58''$ East 37.38 feet;

Thence North $81^{\circ}09'12''$ East 110.62 feet;

Thence East 56.86 feet;

Thence South $86^{\circ}33'57''$ East 39.01 feet to the easterly line of said Parcel 3;

Thence along said easterly line North $00^{\circ}13'21''$ West 62.71 feet to the northeasterly line of said Parcel 3;

Thence along said northeasterly line North $45^{\circ}12'41''$ West 21.20 feet to the northerly line of said Parcel 3;

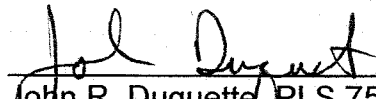
Thence along said northerly line South $89^{\circ}48'00''$ West 322.76 feet to the **POINT OF BEGINNING**.

EXHIBIT "A"
LEGAL DESCRIPTION
PRESERVATION AREA

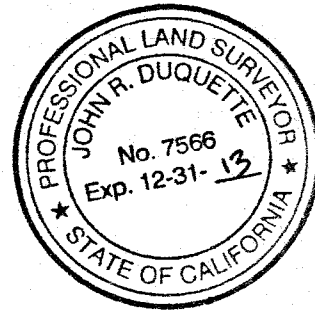
CONTAINING: 0.84 acres, more or less.

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


This description was prepared
by me or under my direction.


John R. Duquette, PLS 7566
My license expires 12/31/13

4/4/12
Date



THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.

BY: 

DATE: 7-9-12

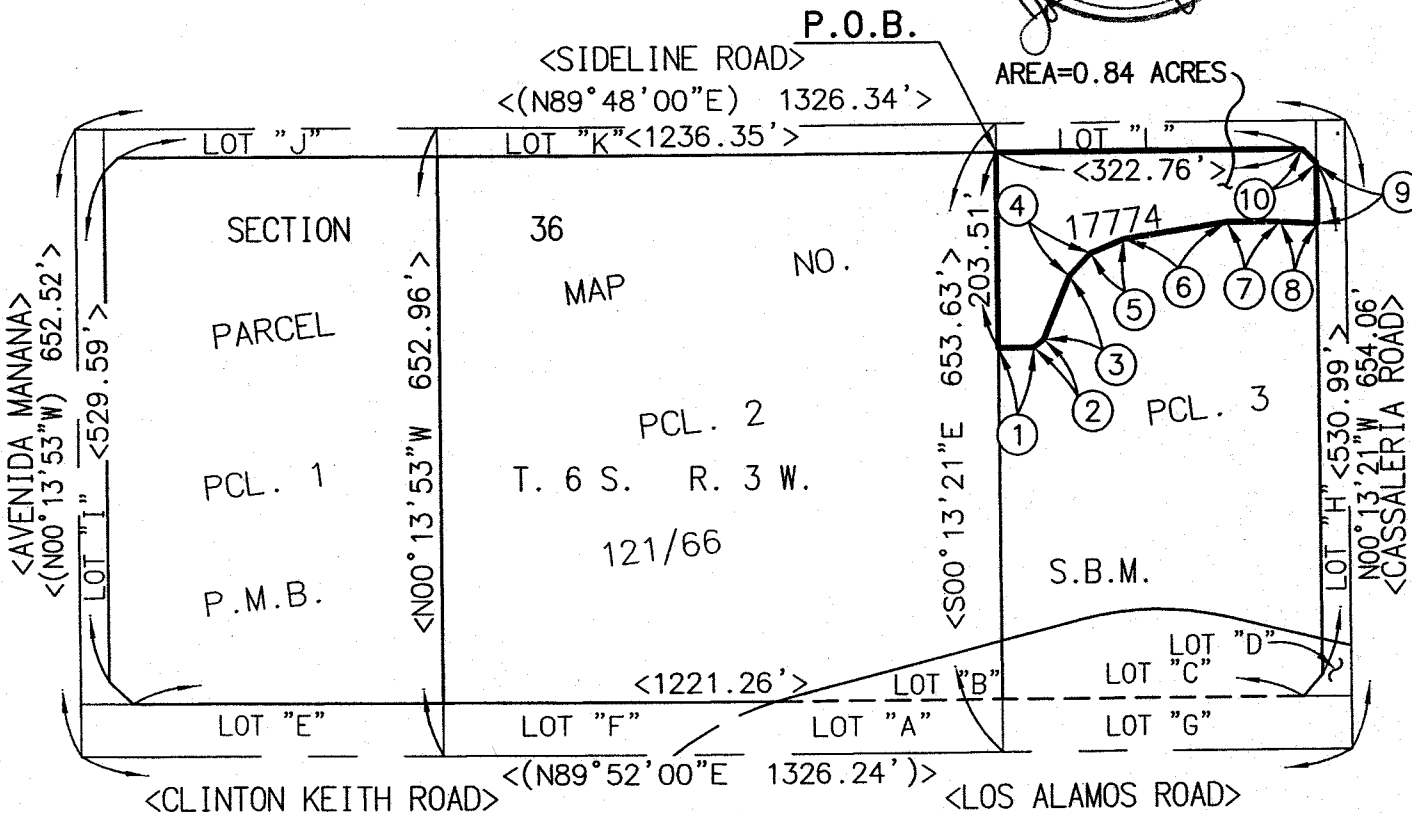
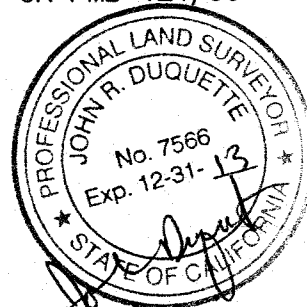
EXHIBIT "B"

(PRESERVATION AREA)

(NO)	BEARING/DELTA	RADIUS	LENGTH
1	N89° 31' 29" E	--	37.05'
2	N51° 27' 26" E	--	13.66'
3	N22° 34' 48" E	--	70.62'
4	N43° 42' 29" E	--	33.03'
5	N67° 18' 58" E	--	37.38'
6	N81° 09' 12" E	--	110.62'
7	N90° 00' 00" E	--	56.86'
8	S86° 33' 57" E	--	39.01'
9	N00° 13' 21" W	--	62.71'
10	N45° 12' 41" W	--	21.20'

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R/W SHOWN IS DEDICATED AND
 ACCEPTED ON PMB 121/55



THIS DOCUMENT REVIEWED BY
 RIVERSIDE COUNTY SURVEYOR.
 BY: *[Signature]*
 DATE: 7-9-12



CONSULTING SHEET 1 OF 1 SHEET

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Western Riverside County
Regional Conservation Authority
3403 Tenth Street, Suite 320
P.O. Box 1667
Riverside CA 92502-1667
Attn: Executive Director

Exempt from recording fee
(Gov. Code, §§ 6103 & 27383)

SV:ra/091712/220TR/15.052

Space Above Line for Recorder's Use Only

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this _____ day of _____, by the County of Riverside, a political subdivision of the State of California, ("County" or "Grantor"), in favor of the WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a joint powers authority and a public agency, ("Grantee"), with reference to the following facts:

RECITALS

A. DR Horton Los Angeles Holding Company, Inc., a California Corporation ("**Developer**") is the owner of that certain real property in the County of Riverside, State of California, commonly referred to as Country Roads (the "**Developer Project**") and legally described as Lots 1 through 247, inclusive, of Tract No. 29484, as shown on a map filed in Book 387, Pages 81 through 99 of Maps, in the Office of the County Recorder of Riverside County, California; and

B. Developer, as a condition to developing the Project, was required to provide and enhance, with plantings, certain property as mitigation land (the "**Mitigation Land**") for environmental impacts caused by development of the Project; and,

C. After a conservation easement was placed on the Mitigation Land, it was discovered that a portion of the Mitigation Land was required by the County for an access in fee simple for Southern California Edison (the "**SCE Access**"); and,

D. In exchange for the loss of that portion of the Mitigation Land which is required for the SCE Access, and in full mitigation of that loss, the County as Grantor desires to grant a conservation easement over certain property it owns, legally described on Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated by this reference (the "**Easement Property**"), which consists of approximately 4.83 acres; and,

E. The Easement Property provides, among other things, mitigation for certain impacts of the Developer Project and the SCE Access by County and Grantor pursuant to the requirements of the United States Army Corps of Engineers' ("ACOE") Section 404 Permit No. 200200313-DLC and any amendments thereto (the "Section 404 Permit"); and,

F. This Conservation Easement is designed to satisfy and is granted in satisfaction of Special Condition 4 of the Section 404 Permit; and,

G. The Easement Property possesses wildlife and habitat values (collectively, "Conservation Values") of importance to Grantee and the people of the State of California which are consistent with the habitat conservation purposes of the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP"); and,

H. Grantee is authorized to hold conservation easements pursuant to California Civil Code Section 815.3. Specifically, Grantee is a qualified entity identified in Civil Code Section 815.3 and otherwise authorized to acquire and hold title to real property; and

I. Grantee agrees by accepting this grant to honor the intentions of Grantor to preserve and protect in perpetuity the Conservation Values of the Easement Property in accordance with the terms of this Conservation Easement.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to California law, including Civil Code Section 815, *et seq.*, Grantor hereby voluntarily CONTRIBUTES, GRANTS and CONVEYS to Grantee a conservation easement over and across the Easement Property of the nature and character and to the extent hereinafter set forth ("Conservation Easement"). This Conservation Easement shall bind the Grantor unconditionally and in perpetuity. This Conservation Easement shall run with the land and be binding on Grantor's heirs, successors, administrators, assigns, lessees, and other occupiers or users of the Easement Property or any portion of it.

1. Definitions. Any capitalized term not otherwise defined herein shall carry the same meaning and definition as that term is used and defined in the MSHCP.

2. Purpose.

a. The purpose of this Conservation Easement is to ensure that the Easement Property will be retained in perpetuity in a natural condition and to prevent any use of the Easement Property that will impair or interfere with the Conservation Values of the Easement Property. ("Natural Condition") Grantor intends that this Conservation Easement will confine the use of the Easement Property to those activities that are consistent with the requirements of the MSHCP. Grantor warrants that no easement presently encumbers the Easement Property which conflicts with the purposes of this Conservation Easement. Grantor and Grantee also understand and agree that this Conservation Easement will be recorded in Riverside County, California.

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

(i) Compensatory mitigation measures, including implementation, maintenance, and monitoring activities (collectively, “**Compensatory Mitigation**”) that may be required;

(ii) In-perpetuity maintenance (“**Long-Term Maintenance**”), that occurs on the Property as described in Section 19 herein; or

(iii) Activities described in Section 6 and Section 7 herein.

c. Grantor further certifies to Grantee that there are no other previously granted easements existing on the Easement Property that interfere or conflict with the Purpose of this Conservation Easement as evidenced by the Title Report attached at Exhibit “C.”

d. Grantor has delivered evidence of the Natural Condition to Grantee consisting of (1) an aerial photograph of the Easement Property at an appropriate scale taken as close in time as possible to the date this Conservation Easement is executed; (2) an overlay of the Easement Property boundaries on such aerial photograph; and (3) on-site color photographs showing all man-made improvements or structures (if any) and the major, distinct natural features of the Easement Property.

3. Responsibility for Mitigation. The Parties explicitly agree that any mitigation for activities of Grantor that is not the express obligation of Grantee pursuant to this Conservation Easement remains solely and entirely Grantor’s responsibility.

4. Grantee’s Rights. To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee or its designee:

a. To preserve and protect the Conservation Values of the Easement Property;

b. To enter upon the Easement Property in order to monitor Grantor’s compliance with and to otherwise enforce the terms of this Conservation Easement, and for other purposes by Grantee or its designees, and

c. To enter upon the Easement Property to carry out activities consistent with the MSHCP, in excess of any management that is provided by the Grantor;

d. To restrict access to portions of the Easement Property as reasonably necessary to protect habitat which is used for sensitive activities such as breeding or nesting, provided, however, that Grantee shall limit such restrictions to

those specific areas where use of the Easement Property would adversely effect such activities and only during such time periods or seasons when such activities occur.

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

f. All mineral, air and water rights necessary to protect and sustain the biological resources of the Easement Property, provided that any exercise of such rights by Grantee shall not result in conflict with such conservation values; and,

g. All present and future development rights;

h. The right to enforce by any means, including, without limitation, injunctive relief, the terms and conditions of this Conservation Easement.

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

a. All activities and uses which may adversely affect the purposes of this Conservation Easement;

b. Use of off-road vehicles and use of any other motorized vehicles except on existing roadways;

c. Depositing or accumulation of soil, trash, ashes, refuse, waste, bio solids or any other materials;

d. Planting, introduction or dispersal of non-native or exotic plant or animal species;

e. All activities and uses that are otherwise inconsistent with the purposes of the MSHCP; and

f. No use shall be made of the Easement Property, and no activity thereon shall be permitted that is or is likely to become inconsistent with the Purpose of this Conservation Easement. Grantor and Grantee acknowledge that, in view of the perpetual nature of this Conservation Easement, they are unable to foresee all potential future land uses, future technologies, and future evolution of the land and other natural resources, and other future occurrences affecting the Purpose of this Conservation Easement. Grantee, therefore, in its sole discretion, may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Conservation Easement or (b) alterations in existing uses or structures, are consistent with the Purposes of this Conservation Easement.

6. Grantee's Duties. Grantee shall be responsible for the ongoing maintenance/repair of the Easement Property pursuant to the terms of the MSHCP.

7. Grantor's Duties. To accomplish the purposes of this Conservation Easement as described in Section 2, Grantor, its successors and assigns shall:

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

b. Comply with the terms of this Conservation Easement and cooperate with Grantee in the protection of the Conservation Values;

c. Repair and restore damage to the Conservation Easement directly caused by Grantor, Grantor's guests, representatives, employees or agents;

8. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Easement Property, including the right to engage in or to permit or invite others to engage in only those uses of the Easement Property which are authorized or otherwise expressly permitted under this Conservation Easement.

a. Access. Reasonable access by Grantor to perform obligations or other activities permitted by this Conservation Easement.

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

9. Remedies.

a. Right to Enforce. Pursuant to Section 4(h), Grantor, its successors and assigns, grant to the Grantee a discretionary right to enforce this Conservation Easement in a judicial or administrative action against any person(s) or other entity(ies) violating or attempting to violate this Conservation Easement; provided, however, that no violation of this Conservation Easement shall result in a forfeiture or reversion of title. The term "Party" means Grantor or Grantee, as the case may be. Grantor or Grantee when implementing any remedies under this Conservation Easement, shall provide timely written notice to each other of any actions taken under this Section, including but not limited to copies of all notices of violation and related correspondence.

b. Notice of Violation. In the event that either Party or its employees, agents, contractors or invitees is in violation of the terms of this Conservation Easement or that a violation is threatened, the non-violating Party and/or third party beneficiaries may demand the cure of such violation. In such a case, the non-violating Party and/or

third party beneficiaries shall issue a written notice to the violating Party (hereinafter "Notice of Violation") informing the violating Party of the actual or threatened violations and demanding cure of such violations. The Notice of Violation shall be sent to the other Party.

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

d. Failure to Cure. If the violating Party fails to cure the violation within the time period(s) described in Section 9, the non-violating Party may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance by the violating Party with the terms of this Conservation Easement. In such action, the non-violating Party and/or third party beneficiaries may:

(i) Recover any damages to which they may be entitled for violation by the violating Party of the terms of this Conservation Easement or for any injury to the Conservation Values of the Easement Property. The non-violating Party shall first apply any damages recovered to the cost of undertaking any corrective action on the Easement Property. Without limiting the violating Party's liability therefore, the non-violating Party may apply any damages recovered to the cost of undertaking any corrective action on the Easement Property.

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

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

e. Immediate Action. In the event that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, the Party seeking enforcement pursuant to Section 9.a. above may immediately pursue all available remedies, including injunctive relief, available pursuant to both this Conservation Easement and state and federal law after giving the violating Party at least twenty four (24) hours' written notice before pursuing such remedies. So long as such twenty-four (24) hours' notice is given, the non-violating Party may immediately pursue all available remedies without waiting for the expiration of the time periods provided for cure as described in Section 9.b. The written notice pursuant to this paragraph may be transmitted to the violating Party by facsimile and shall be copied to the other Party listed in Section 19 of this Conservation Easement. The rights of the non-violating Party and/or third party beneficiaries under this paragraph apply equally to

actual or threatened violations of the terms of this Conservation Easement. The violating Party agrees that the remedies at law for any violation of the terms of this Conservation Easement are inadequate and that the non-violating Party and third party beneficiaries shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which they may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this Section 9.c. shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code Section 815, *et seq.*, inclusive.

f. Costs of Enforcement. Any costs incurred a Party where the enforcing Party is the prevailing party, in enforcing the terms of this Conservation Easement against the other Party, including, but not limited to, reasonable costs of suit and attorneys' and experts' fees, and any reasonable costs of restoration necessitated by Violating Party's negligence or breach of this Conservation Easement shall be borne by Violating Party.

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

h. Acts Beyond Grantor's Control.

(i) 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 Easement 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 (ii) any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Property resulting from such causes; or (iii) acts by Grantee or its employees; or (iv) acts of third parties (including any governmental agencies) that are beyond Grantor's control.

(ii) Nothing contained in this Conservation Easement shall be construed to entitle Grantor to bring any action against Grantee for any injury to or change in the Easement Property resulting from (i) any natural cause beyond Grantee's control, including, without limitation, fire not caused by Grantee, flood, storm, and earth movement, or (ii) any prudent action taken by Grantee under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Property resulting from such causes; or (iii) acts by Grantor or its employees; or (iv) acts of third parties (including any governmental agencies) that are beyond Grantee's control.

i. Grantee's Right of Enforcement. All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by the Grantee, and its assignees.

10. Access. This Conservation Easement does not convey a general right of access to the public or any future resident or owner of the Easement Property or any adjacent landowners or a general right of access to the Easement Property. Access to the Easement Property shall be extremely limited.

11. Costs and Liabilities. Grantor, its estates, successors, and assigns, remain solely responsible for obtaining and complying with any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local, and administrative agency statutes, ordinances, rules, regulations, orders and requirements. Grantor, its invitees, agents, contractors, consultants, heirs, estates, successors, and assigns, retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Easement Property except those specifically accepted by Grantee under this Conservation Easement. Grantee shall have no duty or responsibility for the operation or maintenance of the Easement Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Easement Property, except as set forth with particularity herein.

12. No Hazardous Materials Liability. Grantor represents and warrants that to the best of its knowledge or notice, it has no knowledge of any release or threatened release of Hazardous Materials (defined below) in, on, under, about or affecting the Easement Property.

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 any of the following:

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

b. The obligations or liabilities of a person described in 42 U.S.C. Section 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 Easement Property; or

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

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

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

13. Hold Harmless.

a. Grantor, its successors and assigns shall hold harmless, indemnify, and defend Grantee and its directors, officers, employees, agents, contractors, and representatives (collectively "**Grantee Indemnified Parties**") from and against any and all reasonable 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 damages to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Easement Property, caused by Grantor, provided however, that the indemnification in this Section 13(a) shall be inapplicable to a Grantee Indemnified Party with respect to any Claim due to the negligence of that Grantee Indemnified Party or any of its employees or for any acts beyond Grantor's control as provided in Section 9(f)(i).

(ii) The rights and obligations specified in Sections 7, 8, 11, and 14; and

(iii) Any Hazardous Materials present, or otherwise associated with the Easement Property at any time, except any Hazardous Materials placed, disposed or released by Grantee, its employees or agents.

(iv) If any action or proceeding is brought against any of the Grantee 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 Grantee or reimburse the Grantee for reasonable attorneys fees.

b. Grantee, its successors and assigns shall hold harmless, indemnify, and defend Grantor and its directors, officers, employees, agents, contractors, and representatives (collectively "Grantor 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 damages to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Easement Property, caused by Grantee, provided however, that the indemnification in this Section 13(b) shall be inapplicable to a Grantor Indemnified Party with respect to any Claim due to the negligence of that Grantor Indemnified Party or any of its employees or for any acts beyond Grantee's control as provided in Section 9(f)(ii).

(ii) The rights and obligations specified in Sections 4 and 6; and

(iii) If any action or proceeding is brought against any of the Grantor Indemnified Parties by reason of any such Claim, Grantee shall, at the election of and upon written notice from Grantor, defend such action or proceeding by counsel reasonably acceptable to Grantor or reimburse the Grantor for reasonable attorneys fees.

14. Taxes; No Liens. Grantor, its successors and assigns shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Easement 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, its successors and assigns shall keep Grantee's interest in the Easement Property free from any liens, including those arising out of any obligations incurred by Grantor or any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Easement Property. Acceptance of this Conservation Easement is subject to Grantee's approval, in its sole discretion, of the title report of the Easement Property provided by the Grantor.

15. Condemnation. The purposes of the Conservation Easement are presumed to be the best and most necessary public use as defined at Code of Civil Procedure Section 1240.680 notwithstanding Code of Civil Procedure Sections 1240.690 and 1240.700. Nevertheless, if the Easement Property is taken, in whole or in part, by exercise of the power of eminent domain, Grantor and Grantee shall be entitled to compensation in accordance with applicable law.

16. Subsequent Transfers.

a. By Grantee. This Conservation Easement is transferable by Grantee, but Grantee may assign its rights and delegate obligations under this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3 (or any successor provision then applicable) and only with the prior written approval of the Grantor. Grantee shall require the assignee to record the assignment in the county where the Easement Property is located.

b. By Grantor.

(i) The covenants, conditions, and restrictions contained in this Conservation Easement are intended to and shall run with the land and bind all future owners of any interest in the Easement Property. Grantor, its successor or assign agrees to (i) incorporate by reference to the title of and the recording information for this Conservation Easement in any deed or other legal instrument by which each divests itself of any interest in all or a portion of the Easement Property, including, without limitation, a leasehold interest and (ii) give actual notice to any such transferee or lessee of the existence of this Conservation Easement. Grantor, its successor and assign agrees to give written notice to Grantee of the intent to transfer any interest at least forty-five (45) days prior to the date of such transfer. The failure of Grantor, its successor or assign to perform any act provided in this Section 16 shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

(ii) From and after the date of any transfer of all or any portion of the Easement Property by Grantor and each transfer thereafter, (i) the transferee shall be deemed to have assumed all of the obligations of Grantor as to the portion transferred, as set forth in this Conservation Easement, (ii) the transferee shall be deemed to have accepted the restrictions contained herein as to the portion transferred, (iii) the transferor, as applicable, shall have no further obligations hereunder, and (iv) all references to Grantor in this Conservation Easement shall thereafter be deemed to refer to such transferee.

17. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class mail, postage fully prepaid, addressed as follows:

To Grantor:

County of Riverside
Transportation Department
PO Box 1090
Riverside, California 92502
Attention: Russell Williams
Environmental Manager
(951) 955-2016

With a copy to:

Economic Development Agency/Facilities
Management
Real Estate Division
3403 10th Street, Suite 500
Riverside, California 92501
Attention: Stephi Villanueva
Supervising Real Property Agent
(951) 955-9277

To Grantee:

Western Riverside County
Regional Conservation Authority
3403 Tenth Street, Suite 320
P.O. Box 1667
Riverside, California 92502-1667
Attn: Executive Director
(951) 955-9700

With a Copy to:

Best Best & Krieger LLP
3750 University Avenue, Suite 400
P.O. Box 1028
Riverside, CA 92502-1028
Attn: Michelle Ouellette
(951) 686-1450

or to such other address as either party shall designate by written notice to the other. 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, five (5) days after deposit into the United States mail.

18. Amendment. This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement. Any such amendment shall be consistent with the purposes of this Conservation Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Riverside County, State of California.

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

20. General Provisions.

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

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of and to effect the purposes of this Conservation Easement and the policy and purpose set forth in California Civil Code Section 815, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Change of Conditions. If one or more of the Purposes of this Conservation Easement may no longer be accomplished, such failure of purpose shall not be deemed sufficient cause to terminate the entire Conservation Easement as long as any other purpose of the Conservation Easement may be accomplished. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so,

shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment. Grantor and Grantee agree that global warming and climate change-caused effects shall not be a basis for termination of this Conservation Easement.

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

e. Entire Agreement. This instrument together with the attached exhibits and any documents referred to herein sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 18.

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

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

h. Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement shall terminate upon transfer of the party's interest in the Conservation Easement or Easement Property (respectively), except that liability for acts or omissions occurring prior to transfer shall survive transfer.

i. 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.

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

k. Warranty. Grantor represents and warrants that, except as disclosed in writing to Grantee by Grantor: (1) to the best of Grantor's knowledge there are no leases, licenses, or other agreements granting any person or persons the right to use or occupy the Easement Property or any portion thereof that have not been identified and referenced in this Conservation Easement; (2) to the best of Grantor's knowledge, and except as expressly disclosed in writing to Grantee by Grantor, (i) there are no apparent or latent defects in or on the Easement Property and (ii) Grantor is not aware of any failure of the Easement Property to be in full compliance with all federal, state, and local laws, regulations, and requirements applicable to the Easement

Property; (3) to the best of Grantor's knowledge, there are no pending or, to the best of Grantor's knowledge, threatened litigation affecting, involving, or relating to the Easement Property or any portion thereof; (4) to the best of Grantor's knowledge there are no civil or criminal proceedings or investigations that have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Easement Property or its use, nor, to the best of Grantor's knowledge, do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders; (5) Grantor is unaware of any matters, conditions, or factors that will materially impair the Conservation Values of the Easement Property or management of the Easement Property; and (6) to the best of Grantor's knowledge, all Easement Property management obligations are described in this Conservation Easement.

l. Additional Easements. Grantor shall not grant any additional easements, rights of way or other interests in the Easement Property (other than a security interest that is subordinate to this Conservation Easement), or grant or otherwise abandon or relinquish any water agreement relating to the Easement Property, without first obtaining the written consent of Grantee. Grantee may withhold such consent if it determines 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 Easement Property. This Section (l) shall not prohibit transfer of a fee or leasehold interest in the Easement Property that is subject to this Conservation Easement and complies with Section 16.

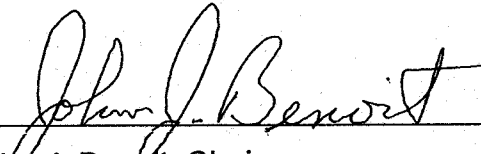
m. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced,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

[SIGNATURE PAGE TO FOLLOW]

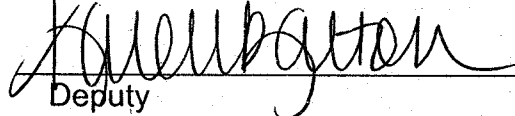
SIGNATURE PAGE FOR THE CONSERVATION EASEMENT THE CONSERVATION EASEMENT MADE BY THE COUNTY OF RIVERSIDE IN FAVOR OF THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

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

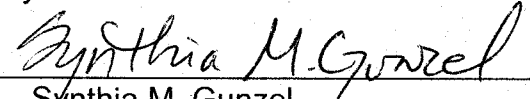
GRANTOR: COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
John J. Benoit, Chairman
Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: 
Cynthia M. Gunzel
Deputy County Counsel

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by THE COUNTY OF RIVERSIDE, a political subdivision of the State of California, on the Conservation Easement dated _____, to the Western Riverside County Regional Conservation Authority ("**Grantee**"), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by Ordinance No. 08-01, as adopted by the Board of Directors on July 7, 2008.

GRANTEE:

WESTERN RIVERSIDE COUNTY REGIONAL
CONSERVATION AUTHORITY,
a joint powers authority and a public agency

Date: _____

By: _____
Charles V. Landry, Executive Director

Approved as to Form

By: _____
Best, Best & Krieger LLP
General Counsel

Exhibit A
Legal Description of Easement Property

EXHIBIT "A"
LEGAL DESCRIPTION
PRESERVATION AREA

That certain parcel of land situated in the Unincorporated Territory of the County of Riverside, State of California, being a portion of Parcel 1 of Parcel Map No. 17774 filed in Book 121, Page 66 of Parcel Maps in the Office of the Riverside County Recorder, situated in Section 36, Township 6 South, Range 3 West, San Bernardino Base and Meridian, described as a whole as follows:

BEGINNING at the northeasterly corner of said Parcel 1;

Thence along the easterly line of said Parcel 1 South 00°13'53" East 164.11 feet;

Thence leaving said easterly line North 19°13'54" West 44.28 feet;

Thence South 89°48'00" West 166.37 feet;

Thence South 49°48'46" West 119.98 feet;

Thence South 00°25'30" West 36.25 feet;

Thence South 88°35'04" West 37.64 feet;

Thence South 24°27'17" West 20.09 feet;

Thence South 89°46'07" West 28.30 feet to the westerly line of said Parcel 1;

Thence along said westerly line North 00°13'53" West 239.67 feet to the northwesterly line of said Parcel 1;

Thence along said northwesterly line North 44°47'04" East 21.21 feet to the northerly line of said Parcel 1;

Thence along said northerly line North 89°48'00" East 332.50 feet to the **POINT OF BEGINNING**.

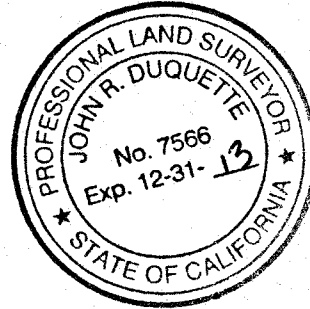
EXHIBIT "A"
LEGAL DESCRIPTION
PRESERVATION AREA

CONTAINING: 1.27 acres, more or less.

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

This description was prepared
by me or under my direction.

John R. Duquette 4/4/12
John R. Duquette, PLS 7566 Date
My license expires 12/31/13



THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: [Signature]
DATE: 7-9-12

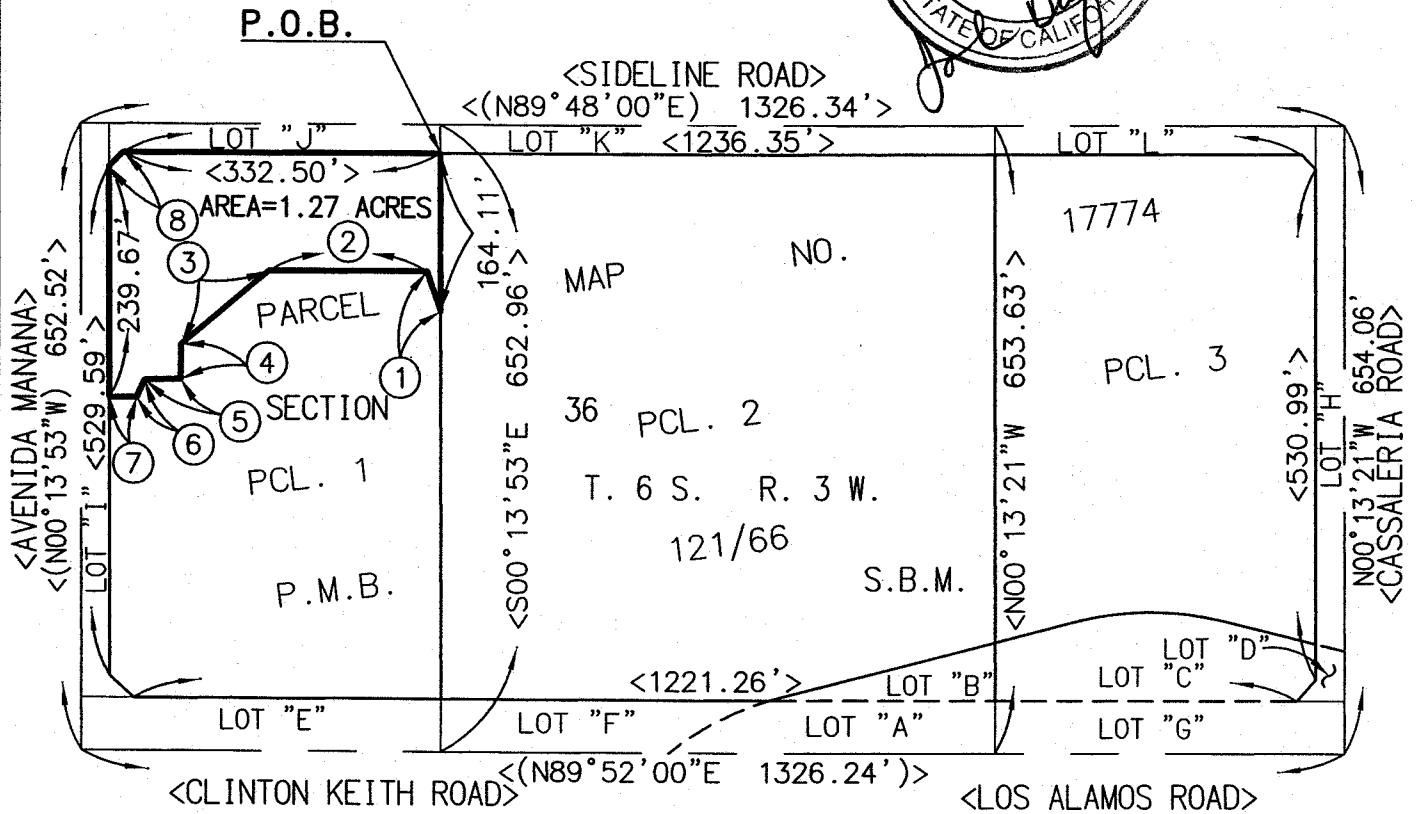
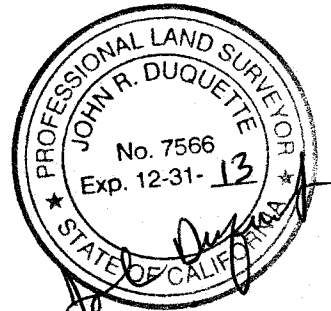
EXHIBIT "B"

(PRESERVATION AREA)

DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	N19° 13' 54" W	--	44.28'
2	S89° 48' 00" W	--	166.37'
3	S49° 48' 46" W	--	119.98'
4	S00° 25' 30" W	--	36.25'
5	S88° 35' 04" W	--	37.64'
6	S24° 27' 17" W	--	20.09'
7	S89° 46' 07" W	--	28.30'
8	N44° 47' 04" E	--	21.21'

() = RECORD DATA PER PMB 27/23.
 < > = RECORD DATA PER PMB 121/66.

R/W SHOWN IS DEDICATED AND
 ACCEPTED ON PMB 121/55



THIS DOCUMENT REVIEWED BY
 RIVERSIDE COUNTY SURVEYOR.
 BY: Paul L
 DATE: 7-9-12



CONSULTING SHEET 1 OF 1 SHEET

EXHIBIT "A"
LEGAL DESCRIPTION
PRESERVATION AREA

That certain parcel of land situated in the Unincorporated Territory of the County of Riverside, State of California, being a portion of Parcel 2 of Parcel Map No. 17774 filed in Book 121, Page 66 of Parcel Maps in the Office of the Riverside County Recorder, situated in Section 36, Township 6 South, Range 3 West, San Bernardino Base and Meridian, described as a whole as follows:

BEGINNING at the northeasterly corner of said Parcel 2;

Thence along the easterly line of said Parcel 2 South 00°13'21" East 203.51 feet;

Thence leaving said easterly line South 89°31'29" West 558.83 feet;

Thence North 28°04'01" West 47.60 feet to the westerly line of said Parcel 2;


Thence along said westerly line North 00°13'53" West 164.11 feet to the northerly line of said Parcel 2;

Thence along said northerly line North 89°48'00" East 581.09 feet to the **POINT OF BEGINNING**.

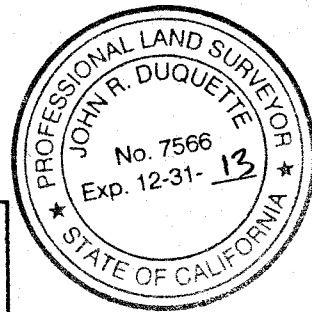
CONTAINING: 2.72 acres, more or less.

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

This description was prepared
by me or under my direction.


John R. Duquette, PLS 7566
My license expires 12/31/13

4/4/12
Date



THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.

BY: 

DATE: 7-9-12

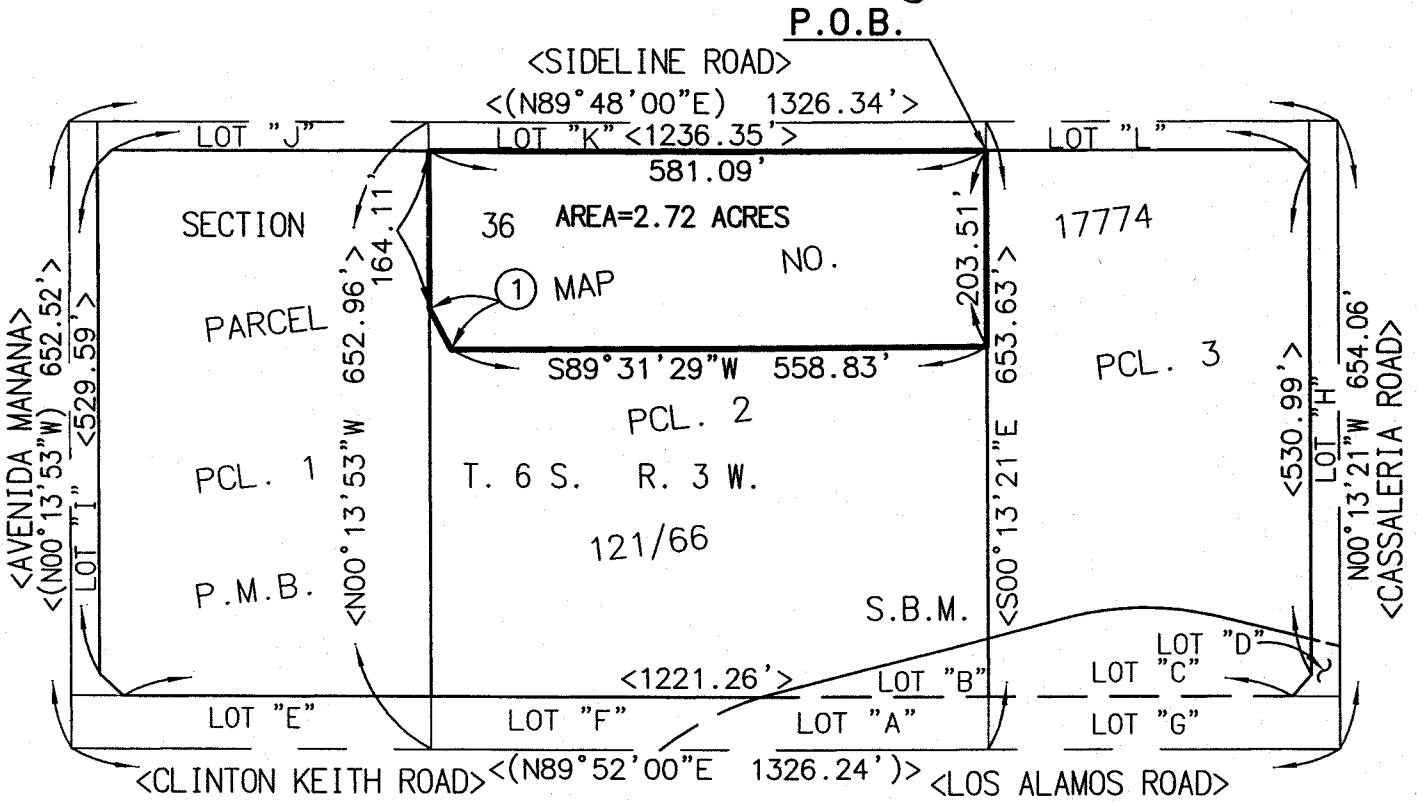
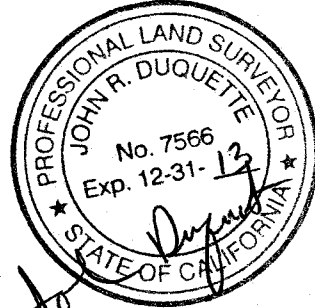
EXHIBIT "B"

(PRESERVATION AREA)

DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	N28°04'01"W	--	47.60'

() = RECORD DATA PER PMB 27/23.
 < > = RECORD DATA PER PMB 121/66.

R/W SHOWN IS DEDICATED AND
 ACCEPTED ON PMB 121/55



THIS DOCUMENT REVIEWED BY
 RIVERSIDE COUNTY SURVEYOR.
 BY: Paul E
 DATE: 7-9-12



CONSULTING SHEET 1 OF 1 SHEET

EXHIBIT "A"
LEGAL DESCRIPTION
PRESERVATION AREA

That certain parcel of land situated in the Unincorporated Territory of the County of Riverside, State of California, being a portion of Parcel 3 of Parcel Map No. 17774 filed in Book 121, Page 66 of Parcel Maps in the Office of the Riverside County Recorder, situated in Section 36, Township 6 South, Range 3 West, San Bernardino Base and Meridian, described as a whole as follows:

BEGINNING at the northwesterly corner of said Parcel 3;

Thence along the westerly line of said Parcel 3 South 00°13'21" East 203.51 feet;

Thence leaving said westerly line North 89°31'29" East 37.05 feet;

Thence North 51°27'26" East 13.66 feet;

Thence North 22°34'48" East 70.62 feet;

Thence North 43°42'29" East 33.03 feet;

Thence North 67°18'58" East 37.38 feet;

Thence North 81°09'12" East 110.62 feet;

Thence East 56.86 feet;

Thence South 86°33'57" East 39.01 feet to the easterly line of said Parcel 3;

Thence along said easterly line North 00°13'21" West 62.71 feet to the northeasterly line of said Parcel 3;

Thence along said northeasterly line North 45°12'41" West 21.20 feet to the northerly line of said Parcel 3;


Thence along said northerly line South 89°48'00" West 322.76 feet to the **POINT OF BEGINNING**.

EXHIBIT "A"
LEGAL DESCRIPTION
PRESERVATION AREA

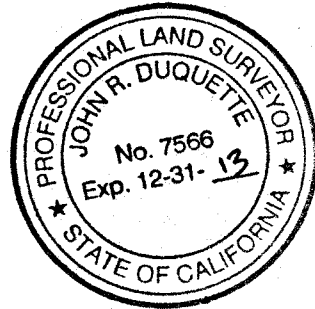
CONTAINING: 0.84 acres, more or less.

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

This description was prepared
by me or under my direction.


John R. Duquette, PLS 7566
My license expires 12/31/13

4/4/12
Date



THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.

BY: 

DATE: 7-9-12

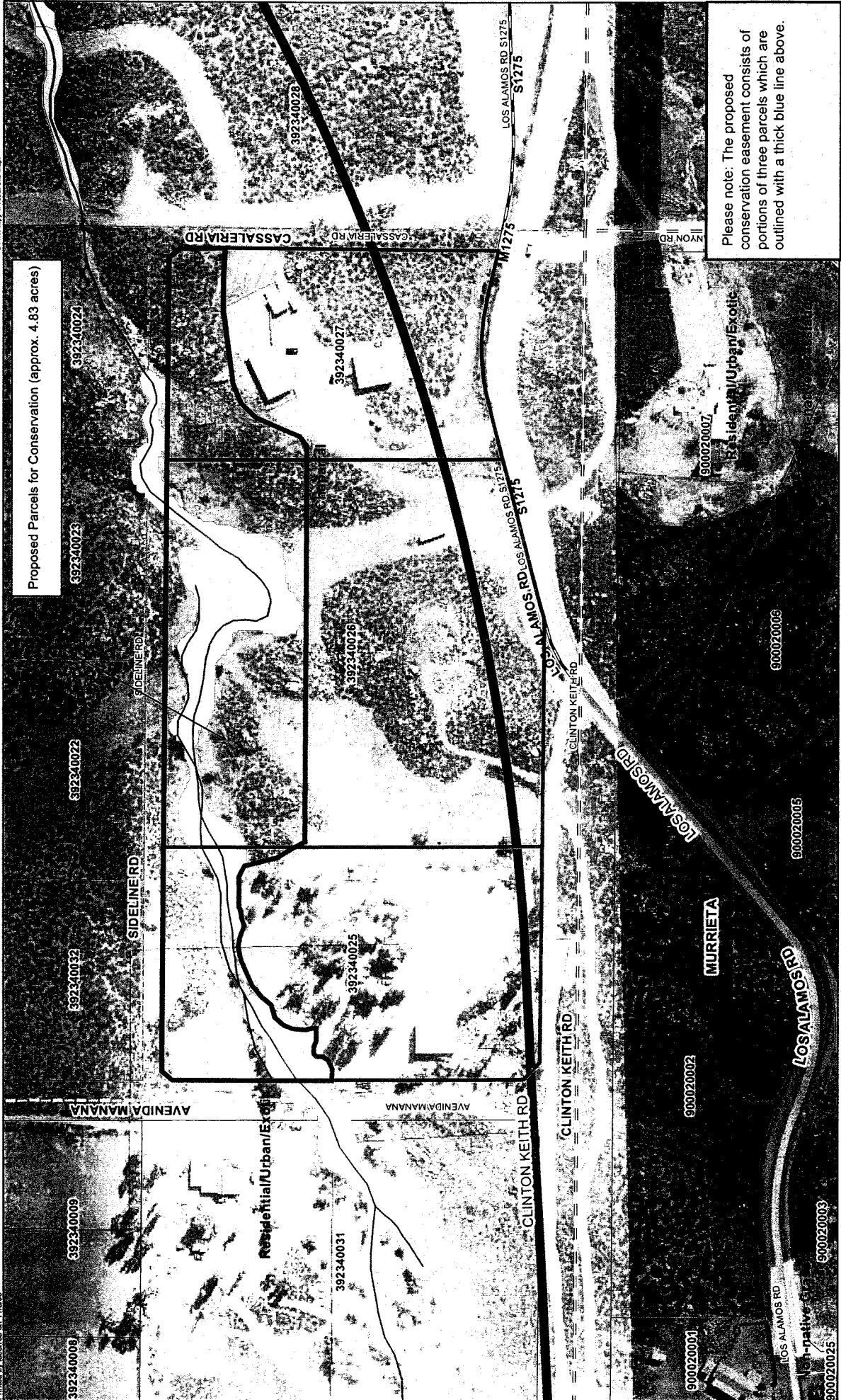
Exhibit B
Map of Easement Property

0 80 160 320 Feet

1 inch equals 127 feet
Orthophoto from April 2007
Printed by Moore on 11/2/08

Conservation Easements on portions of APNs 392-340-025, 392-340-026 and 392-340-027

Proposed Parcels for Conservation (approx. 4.83 acres)



The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Data and information herein are subject to change without notice. Users are advised to verify the accuracy of all information, including APNs and other sources should be queried for the most current information. Do not copy or reuse this map.

Please note: The proposed conservation easement consists of portions of three parcels which are outlined with a thick blue line above.



Lawyers Title Company
4100 Newport Place Drive
Suite 120
Newport Beach, CA 92660
Phone: (949) 724-3170

County of Riverside EDA
3403 10th Street, Suite 500
Riverside, CA 92501

Attn: Sue Anna Schatz

Our File No: 09305250 - 10
Title Officer: Chris Maziar
e-mail: unit10@ltic.com
Phone: (949) 724-3170
Fax: (949) 258-5740

Your Reference No: 392-340-025

Property Address: 36570 Avenida Manana, Riverside County, California

PRELIMINARY REPORT V1

Dated as of July 10, 2012 at 7:30 a.m.

In response to the application for a policy of title insurance referenced herein, **Lawyers 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 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 Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitation 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.

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Commonwealth Land Title Insurance Company**.

Please read the exceptions shown or referred to below 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.

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

File No: 09305250

SCHEDULE A

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

ALTA Standard Owners Policy (6-17-06)

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

A FEE

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

County of Riverside, a political subdivision

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

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

EXHIBIT "A"

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

Parcel 1, along with Lot J of Parcel Map 17774, in the County of Riverside, State of California, as per Map thereof filed in Book 121, Page 66 of Parcel Maps, Riverside County Records.

Assessor's Parcel Number: **392-340-025-8**

SCHEDULE B – Section A

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

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

SCHEDULE B – Section B

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

- A. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, to be levied for the fiscal year 2012 – 2013 which are a lien not yet payable.
- B. No taxes are due or payable at this time. Said Property is currently owned by a Governmental Agency.
- C. The lien of any special assessment or tax resulting from the inclusion of the property in a special assessment district or Mello-Roos Community Facilities District, which may exist by virtue of assessment maps or notices filed and/or recorded by any such district. Assessments, if any, arising from such assessment districts may be collected with the regular real property taxes.
- D. Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenue and Taxation Code of the State of California.
 1. Water rights, claims or title to water, whether or not disclosed by the public records.
 2. The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by said map/plat.

Affects: Clinton Keith Road
 3. Intentionally deleted.
 4. Matters contained in that certain document

Entitled: Resolution No. 2001-317 (Resolution of the Board of Supervisors approving the Reestablishment of the Boundaries of the Southwest Area Road and Bridge Benefit District; Adopting Fee Schedules for Approved Bridges and Major Thoroughfares for each Zone of Said District; Repealing Resolution No. 93-056 of the County of Riverside; and Vacating the Negative Declaration for Environmental Assessment No. 36392

Recording Date: October 5, 2001

Recording No: as Instrument No. 2001-486653 of Official Records

Reference is hereby made to said document for full particulars.
 5. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

File No: 09305250

6. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.
7. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
8. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.

END OF SCHEDULE B EXCEPTIONS

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

REQUIREMENTS SECTION:

REQ NO.1: The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: County of Riverside, a political subdivision

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

INFORMATIONAL NOTES SECTION

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

NOTE NO. 2: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds deposited with the company by wire transfer may be disbursed upon receipt. Funds deposited with the company via cashier's check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with such financial institution, and the company shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the company for its services in connection with the escrow or sub-escrow.

WIRING INSTRUCTIONS FOR THIS OFFICE ARE:

Wells Fargo Bank
420 Montgomery Street
San Francisco, CA 94104
Phone: (888) 384-8400
ABA #121000248
Credit To: Lawyers Title Company – Commercial Services
Account #4122109614

RE: 09305250 - 903 - CMC

PLEASE INDICATE COMMONWEALTH LAND TITLE COMPANY ESCROW OR TITLE ORDER NUMBER

NOTE NO. 3: Lawyers Title is a division of Commonwealth Land Title Insurance Company. The insurer in policies of title insurance, when issued in this transaction, will be Commonwealth Land Title Insurance Company.

File No: 09305250

NOTE NO. 4: The Company requires current beneficiary demands prior to closing. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:

- a) If the Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be in addition to the verbal hold the lender may have stipulated.
- b) If the Company cannot obtain a verbal update on the demand, we will either pay off the expired demand or wait for the amended demand, at our discretion.
- c) All payoff figures are verified at closing. If the customer's last payment was made within 15 days of closing, our Payoff Department may hold one month's payment to insure the check has cleared the bank (unless a copy of the cancelled check is provided, in which case there will be no hold).

Typist: rh3

Date Typed: March 21, 2012

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

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

1. Any rights, 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.

- 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.

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.

ATTACHMENT ONE
(Continued)

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 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) 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 (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 claim, which arises out of the transaction vesting in the insured the estate or 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:

PART I

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, 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.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH A.L.T.A. 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
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, 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.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

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

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

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

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

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY 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.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION 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.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**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 Land
 - e. land division
 - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. notice of exercising the right appears in the Public Records at the Policy Date; or
- b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records.
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.d., 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

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

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

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

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

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

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

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

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

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

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

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

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount Shown in Schedule A or \$ 2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18: 1% of Policy Amount Shown in Schedule A or \$ 5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19: 1% of Policy Amount Shown in Schedule A or \$ 5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21: 1% of Policy Amount Shown in Schedule A or \$ 2,500.00 (whichever is less)	\$ 5,000.00

**ATTACHMENT ONE
(CONTINUED)**

**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 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 improvements 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 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 a 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 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

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07/26/10)
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has 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 modify or limit the coverage provided in Covered Risk 11.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
 9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.



Lawyers Title Company
4100 Newport Place Drive
Suite 120
Newport Beach, CA 92660
Phone: (949) 724-3170

File No. **09305250**

Notice of Available Discounts

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

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

FNF Underwritten Title FNF Underwriter Company

LTC – Lawyers Title Company

CLTIC – Commonwealth Land Title Insurance Co.

Available Discounts

DISASTER LOANS (CLTIC)

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

EMPLOYEE RATE (LTC and CLTIC)

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary or affiliated title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs

File No: 09305250

which the employee would be obligated to pay, by established custom, as a party to the transaction.

Notice of Available Discounts

Mod. 10/21/2011

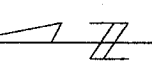
392-34
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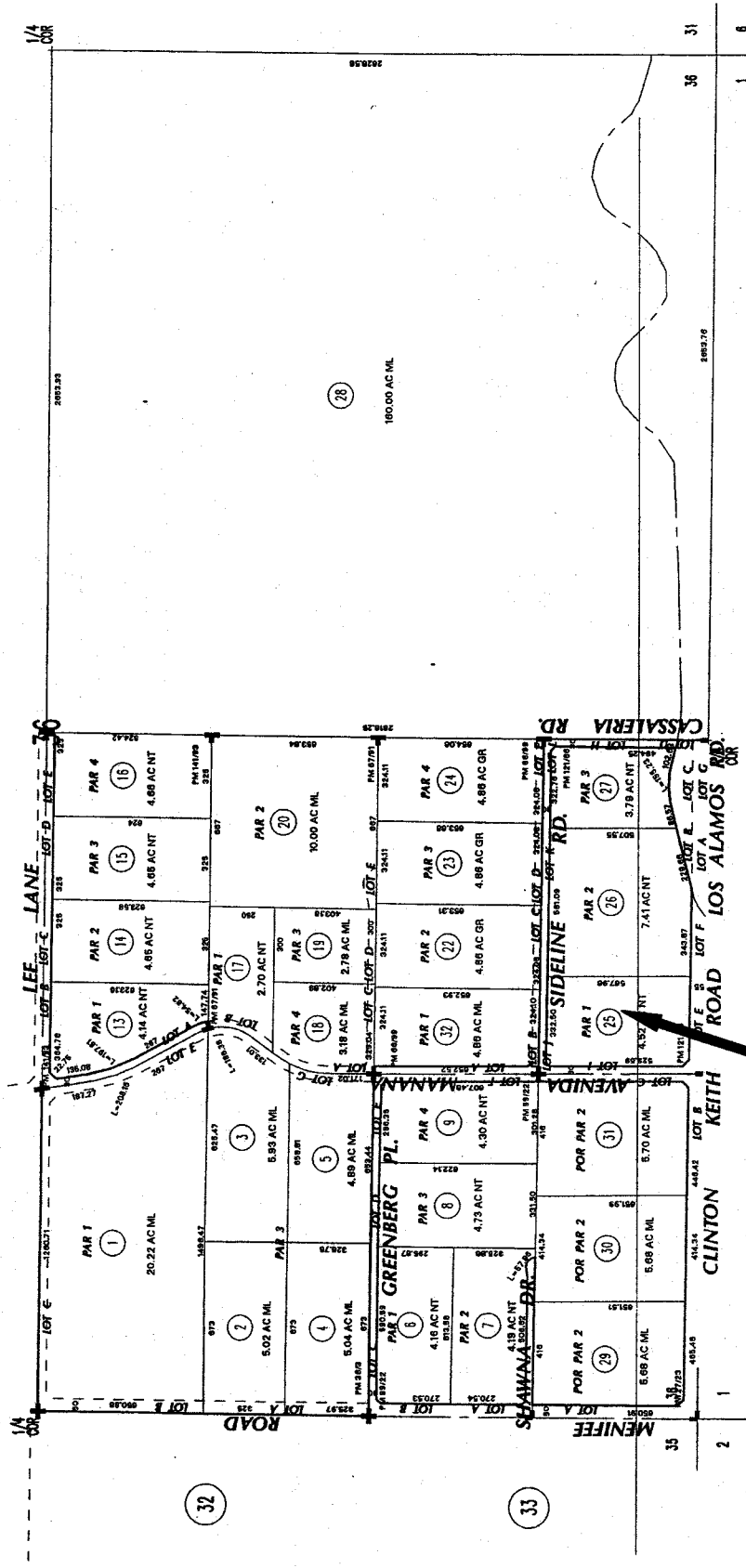
SEC. 36 T. 6S., R. 3W

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

SEP 26 2006



1" = 400'
ANGLE = 0



- PM 27/23 PARCEL MAP NO. 7955
- PM 36/3 PARCEL MAP NO. 8543
- PM 66/99 PARCEL MAP NO. 11917
- PM 67/91-92 PARCEL MAP NO. 12262
- PM 99/72 PARCEL MAP NO. 17476
- PM 121/66 PARCEL MAP NO. 17774
- PM 141/93-94 PARCEL MAP NO. 20590

DATE	OLD NUMBER	NEW NUMBER
7/7/04	10	24, 31
7/7/04	11	24, 31
7/7/04	12	24, 31
7/7/04	13	24, 31

Sep 2005



DATA: 151081 06/00

ASSESSOR'S MAP BK392 PG. 34
Riverside County, Calif.

38780



Lawyers Title Company
4100 Newport Place Drive
Suite 120
Newport Beach, CA 92660
Phone: (949) 724-3170

County of Riverside EDA
3403 10th Street, Suite 500
Riverside, CA 92501

Our File No: 09305251 - 10
Title Officer: Chris Maziar
e-mail: unit10@ltic.com
Phone: (949) 724-3170
Fax: (949) 258-5740

Attn: Sue Anna Schatz

Your Reference No: 392-340-026

Property Address: (VACANT), Murrieta Area, California

PRELIMINARY REPORT

Dated as of March 16, 2012 at 7:30 a.m.

In response to the application for a policy of title insurance referenced herein, **Lawyers 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 Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitation 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.

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Commonwealth Land Title Insurance Company**.

Please read the exceptions shown or referred to below 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.

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

File No: 09305251

SCHEDULE A

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

A Preliminary Report Only

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

A FEE

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

COUNTY OF RIVERSIDE, a political subdivision

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

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

EXHIBIT "A"

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

Parcel 2 of Parcel Map No. 17774, in the County of Riverside, State of California, as shown on a Map on file in Book 121, Page 66 of Parcel Maps, Records of Riverside County.

Assessor's Parcel Number: **392-340-026-9**

SCHEDULE B – Section A

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

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

SCHEDULE B – Section B

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

- A. No taxes are due or payable at this time. Said Property is currently owned by a Governmental Agency.
 - 1. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.
 - 2. The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by said Parcel Map 17774.

Affects: Clinton Keith Road
- 3. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
- 4. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.
- 5. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
- 6. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.

END OF SCHEDULE B EXCEPTIONS

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

REQUIREMENTS SECTION:

REQ NO.1: The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: COUNTY OF RIVERSIDE, a political subdivision

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

INFORMATIONAL NOTES SECTION

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

NOTE NO. 2: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds deposited with the company by wire transfer may be disbursed upon receipt. Funds deposited with the company via cashier's check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with such financial institution, and the company shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the company for its services in connection with the escrow or sub-escrow.

WIRING INSTRUCTIONS FOR THIS OFFICE ARE:

Wells Fargo Bank
420 Montgomery Street
San Francisco, CA 94104
Phone: (888) 384-8400
ABA #121000248
Credit To: Lawyers Title Company – Commercial Services
Account #4122109614

RE: 09305251 903 - CMC

PLEASE INDICATE COMMONWEALTH LAND TITLE COMPANY ESCROW OR TITLE ORDER NUMBER

NOTE NO. 3: Lawyers Title is a division of Commonwealth Land Title Insurance Company. The insurer in policies of title insurance, when issued in this transaction, will be Commonwealth Land Title Insurance Company.

Typist: tga
Date Typed: March 27, 2012

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

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

1. Any rights, 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.

- 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.

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.

**ATTACHMENT ONE
(Continued)**

**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 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) 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 (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 claim, which arises out of the transaction vesting in the insured the estate or 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:

PART I

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, 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.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH A.L.T.A. 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, 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.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

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

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

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

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

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY 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.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION 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.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**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 Land
 - e. land division
 - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records.
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.d., 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

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

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

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

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

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

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

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

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

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	\$ 10,000.00
1% of Policy Amount Shown in Schedule A or \$ 2,500.00 (whichever is less)	
Covered Risk 18:	\$ 25,000.00
1% of Policy Amount Shown in Schedule A or \$ 5,000.00 (whichever is less)	
Covered Risk 19:	\$ 25,000.00
1% of Policy Amount Shown in Schedule A or \$ 5,000.00 (whichever is less)	
Covered Risk 21:	\$ 5,000.00
1% of Policy Amount Shown in Schedule A or \$ 2,500.00 (whichever is less)	

**ATTACHMENT ONE
(CONTINUED)**

**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 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 improvements 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 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 a 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 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

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07/26/10)
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has 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 modify or limit the coverage provided in Covered Risk 11.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
 9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.



Lawyers Title Company
4100 Newport Place Drive
Suite 120
Newport Beach, CA 92660
Phone: (949) 724-3170

File No. **09305251**

Notice of Available Discounts

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

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

FNF Underwritten Title FNF Underwriter Company

LTC – Lawyers Title Company

CLTIC – Commonwealth Land Title Insurance Co.

Available Discounts

DISASTER LOANS (CLTIC)

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

EMPLOYEE RATE (LTC and CLTIC)

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary or affiliated title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs

File No: 09305251

which the employee would be obligated to pay, by established custom, as a party to the transaction.

Notice of Available Discounts

Mod. 10/21/2011

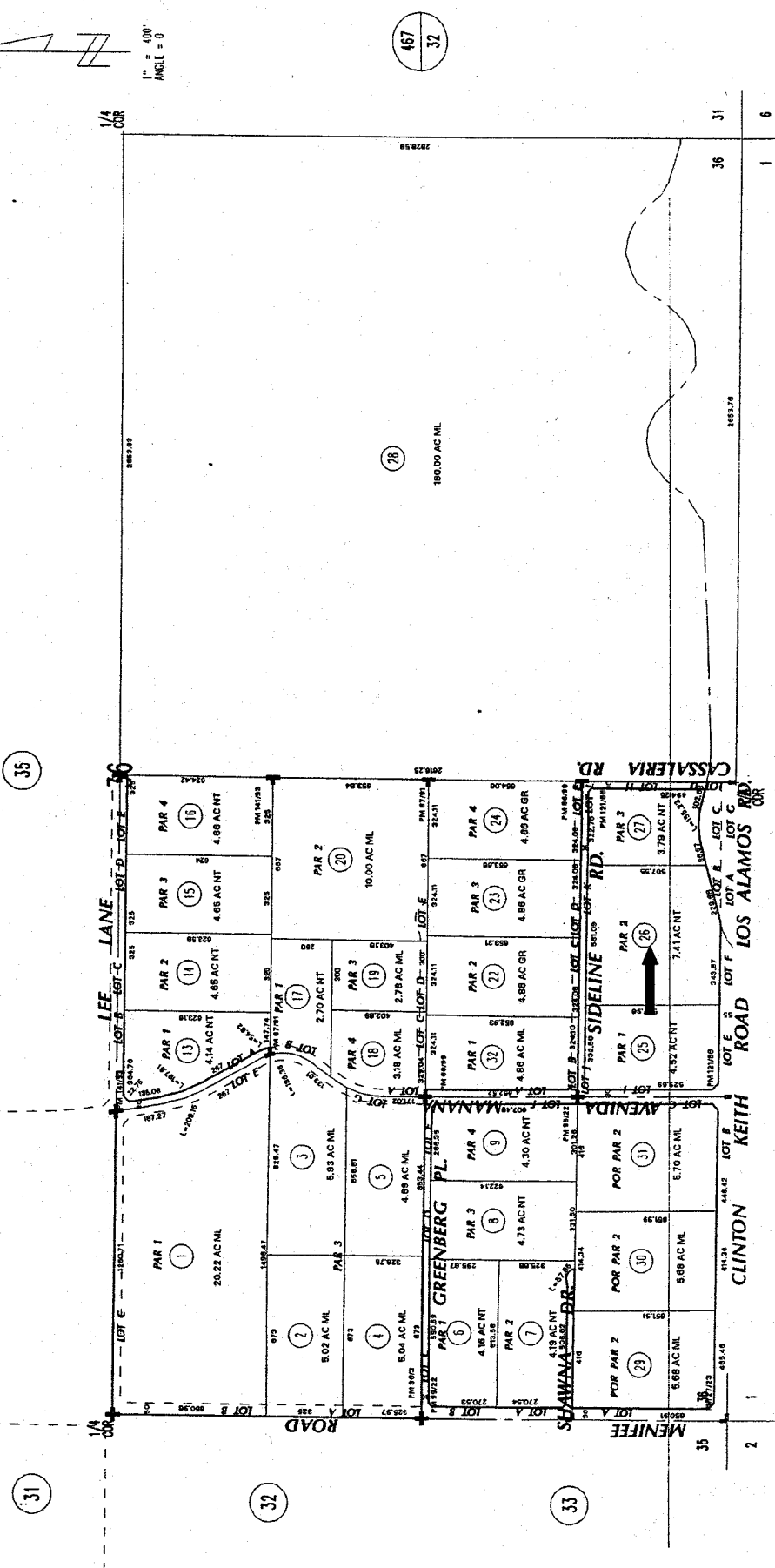
392-34
359-44

T.R.A. 082-017

SEC. 36 T. 6S., R. 3W

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

SEP 26 2006



DATE	CD NUMBER	NEW NUMBER
07/25	10	29.31
07/25	11	31.31
07/25	12	31.31
07/25	13	31.31
07/25	14	31.31

- PM 27/23 PARCEL MAP NO. 7955
- PM 36/3 PARCEL MAP NO. 8543
- PM 66/99 PARCEL MAP NO. 11917
- PM 67/91-92 PARCEL MAP NO. 12262
- PM 99/22 PARCEL MAP NO. 17476
- PM 121/66 PARCEL MAP NO. 17774
- PM 141/93-94 PARCEL MAP NO. 20590

Sep 2006

556 0.3

DATE: 151081 08/10

5708

ASSESSOR'S MAP BK392 PG.34
Riverside County, Calif.



Lawyers Title Company
4100 Newport Place Drive
Suite 120
Newport Beach, CA 92660
Phone: (949) 724-3170

**County of Riverside EDA
3403 10th Street, Suite 500
Riverside, CA 92501**

Attn: **Sue Anna Schatz**

Our File No: 09305252 - 10
Title Officer: Chris Maziar
e-mail: unit10@ltic.com
Phone: (949) 724-3170
Fax: (949) 258-5740

Your Reference No: 392-340-027

Property Address: 29550 Los Alamos, Murrieta Area, Riverside County, California

PRELIMINARY REPORT

Dated as of March 14, 2012 at 7:30 a.m.

In response to the application for a policy of title insurance referenced herein, **Lawyers 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 Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitation 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.

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Commonwealth Land Title Insurance Company**.

Please read the exceptions shown or referred to below 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.

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

SCHEDULE A

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

ALTA Standard Owners Policy (6-17-06)

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

A FEE

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

County of Riverside, a political subdivision

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

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

EXHIBIT "A"

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

Parcel 3, along with Lots "C", "D", "H", and "L" of Parcel Map No. 17774, in the County of Riverside, State of California, on file in Book 121, Page 66 of Parcel Map records of Riverside County.

Assessor's Parcel Number: **392-340-027-0**

SCHEDULE B – Section A

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

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

SCHEDULE B – Section B

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

- A. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, to be levied for the fiscal year 2012 – 2013 which are a lien not yet payable.
- B. No taxes are due or payable at this time. Said Property is currently owned by a Governmental Agency.
- C. The lien of any special assessment or tax resulting from the inclusion of the property in a special assessment district or Mello-Roos Community Facilities District, which may exist by virtue of assessment maps or notices filed and/or recorded by any such district. Assessments, if any, arising from such assessment districts may be collected with the regular real property taxes.
- D. Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenue and Taxation Code of the State of California.
 - 1. Water rights, claims or title to water, whether or not disclosed by the public records.
 - 2. Easement(s) in favor of the public over any existing roads lying within said Land.
 - 3. The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by said map/plat.

Affects: Clinton Keith Road
 - 4. The fact that Letter Lots C, D, H, and L have been offered for public use and public utility purposes by recital on said Map, said offer was accepted at the time of recordation on said Map by the Board of Supervisors of Riverside County for the purposes of vesting title in the County on behalf of the public for said purposes but that said roads shall not become a part of the County maintained road system until accepted by resolution of the Board of Supervisors, adopted pursuant to Section 941 of the Streets and Highways Code.
 - 5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Edison Company, a Corporation
Purpose: right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time overhead and underground electrical supply systems and communication systems

Recording Date: December 3, 2003
Recording No: as Instrument No. 2003-947765 of Official Records
Affects: said land more particularly described therein
 - 6. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

7. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.
8. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
9. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.

END OF SCHEDULE B EXCEPTIONS

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

REQUIREMENTS SECTION:

REQ NO.1: The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: County of Riverside, a political subdivision

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

INFORMATIONAL NOTES SECTION

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

NOTE NO. 2: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds deposited with the company by wire transfer may be disbursed upon receipt. Funds deposited with the company via cashier's check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with such financial institution, and the company shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the company for its services in connection with the escrow or sub-escrow.

WIRING INSTRUCTIONS FOR THIS OFFICE ARE:

Wells Fargo Bank
420 Montgomery Street
San Francisco, CA 94104
Phone: (888) 384-8400
ABA #121000248
Credit To: Lawyers Title Company - Commercial Services
Account #4122109614

RE: 09305252 - 903 - CMC

PLEASE INDICATE COMMONWEALTH LAND TITLE COMPANY ESCROW OR TITLE ORDER NUMBER

NOTE NO. 3: Lawyers Title is a division of Commonwealth Land Title Insurance Company. The insurer in policies of title insurance, when issued in this transaction, will be Commonwealth Land Title Insurance Company.

NOTE NO. 4: The Company requires current beneficiary demands prior to closing. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:

- a) If the Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be in addition to the verbal hold the lender may have stipulated.
- b) If the Company cannot obtain a verbal update on the demand, we will either pay off the expired demand or wait for the amended demand, at our discretion.
- c) All payoff figures are verified at closing. If the customer's last payment was made

File No: 09305252

within 15 days of closing, our Payoff Department may hold one month's payment to insure the check has cleared the bank (unless a copy of the cancelled check is provided, in which case there will be no hold).

Typist: rh3

Date Typed: March 21, 2012

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

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

1. Any rights, 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.

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.

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.

ATTACHMENT ONE
(Continued)

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 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) 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 (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 claim, which arises out of the transaction vesting in the insured the estate or 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:

PART I

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, 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.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH A.L.T.A. 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, 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.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed, or agreed to by the Insured Claimant;
(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or

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

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

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

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

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY 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.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION 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.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**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 Land
 - e. land division
 - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records.
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.d., 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

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

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

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

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

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

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

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

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

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	\$ 10,000.00
1% of Policy Amount Shown in Schedule A	
or	
\$ 2,500.00	
(whichever is less)	
Covered Risk 18:	\$ 25,000.00
1% of Policy Amount Shown in Schedule A	
or	
\$ 5,000.00	
(whichever is less)	
Covered Risk 19:	\$ 25,000.00
1% of Policy Amount Shown in Schedule A	
or	
\$ 5,000.00	
(whichever is less)	
Covered Risk 21:	\$ 5,000.00
1% of Policy Amount Shown in Schedule A	
or	
\$ 2,500.00	
(whichever is less)	

**ATTACHMENT ONE
(CONTINUED)**

**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 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 improvements 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 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 a 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 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

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07/26/10)
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

File No: 09305252

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has 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 modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.



Lawyers Title Company
4100 Newport Place Drive
Suite 120
Newport Beach, CA 92660
Phone: (949) 724-3170

File No. **09305252**

Notice of Available Discounts

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

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

FNF Underwritten Title FNF Underwriter Company

LTC – Lawyers Title Company

CLTIC – Commonwealth Land Title Insurance Co.

Available Discounts

DISASTER LOANS (CLTIC)

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

EMPLOYEE RATE (LTC and CLTIC)

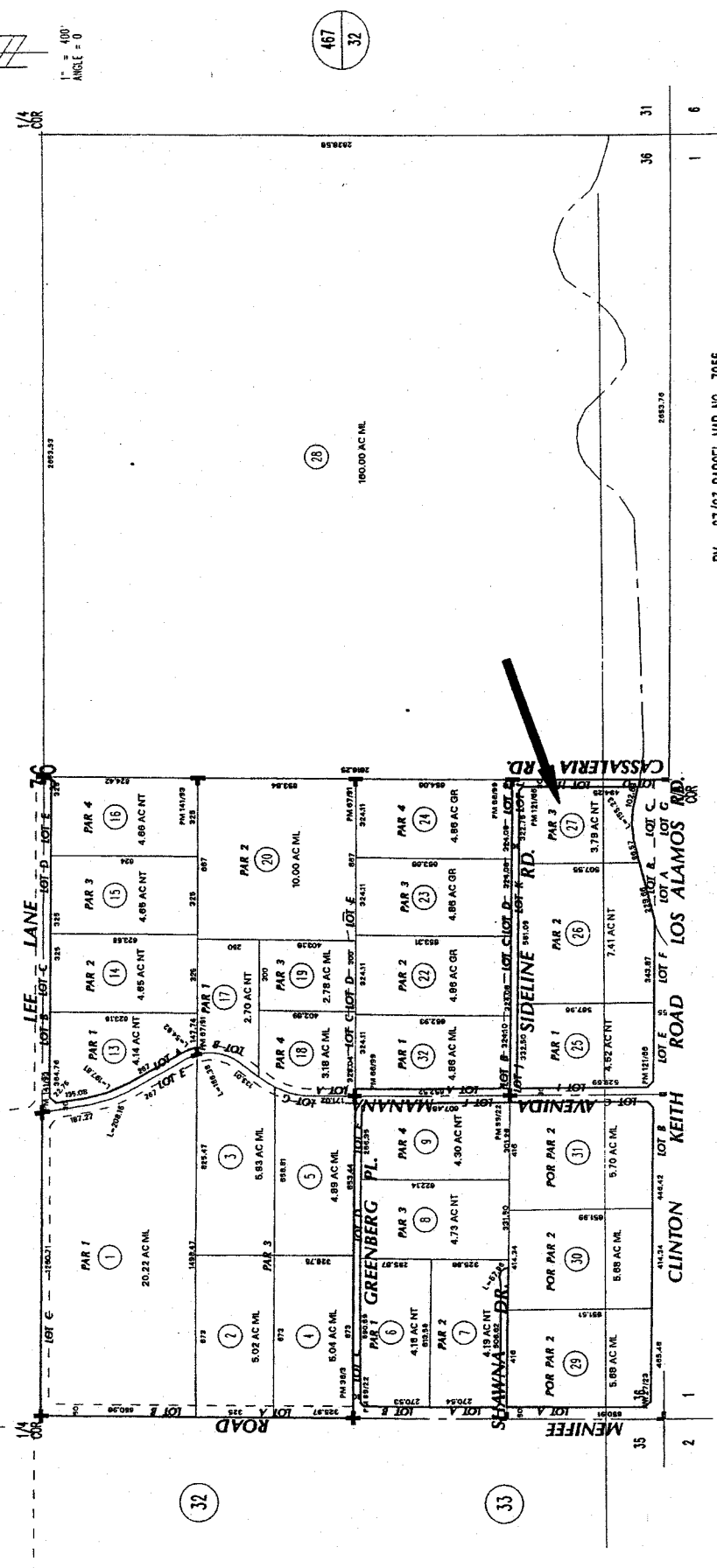
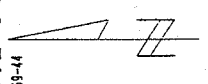
No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary or affiliated title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver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

392-34
359-44

T.R.A. 082-017

SEC. 36 T. 6S., R. 3W

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAP NO. 2006
DATE: 09/09/06



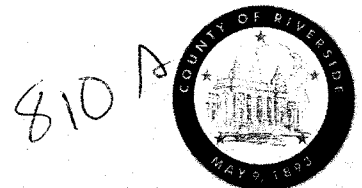
- PM 27/23 PARCEL MAP NO. 7955
- PM 36/3 PARCEL MAP NO. 8543
- PM 66/99 PARCEL MAP NO. 11917
- PM 67/91-92 PARCEL MAP NO. 12262
- PM 99/22 PARCEL MAP NO. 17476
- PM 121/66 PARCEL MAP NO. 17774
- PM 141/93-94 PARCEL MAP NO. 20590

DATE	OLD NUMBER	NEW NUMBER
07/05	18	29, 31
07/05	19	30, 32
07/05	20	33
07/05	21	34
07/05	22	35

Sep 2006

ASSESSOR'S MAP BK392 PG. 34
Riverside County, Calif.

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Economic Development Agency/Facilities Management and
Transportation Department

SUBMITTAL DATE:
November 29, 2012

SUBJECT: Resolution No. 2012-167, Notice of Intention to Convey a Conservation Easement in Real Property from the County of Riverside to the Western Riverside County Regional Conservation Authority

RECOMMENDED MOTION: That the Board of Supervisors

1. Adopt Resolution No. 2012-167, Notice of Intention to Convey a Conservation Easement Interest in Real Property, located in the unincorporated area of County of Riverside near Murrieta, over portions of Assessor's Parcel Numbers 392-340-025, 392-340-026, and 392-340-027, by Conservation Easement Deed to the Western Riverside County Regional Conservation Authority; and,

(Continued)

[Signature]

[Signature]

Juan C. Perez, Director
Transportation and Land Management

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *[Signature]*
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and is set for public meeting on or after January 15, 2013 @ 9:00 a.m.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: December 11, 2012
xc: EDA, Transp., CØB

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* DATE: 10-15-12
SYNTHIA M. GUNZEL
Departmental Concurrence

Dep't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

RECOMMENDED MOTION: (Continued)

2. Direct the Clerk of the Board to give notice pursuant to Government Code Section 6061.

BACKGROUND:

The Riverside County Transportation Department (RCTD) proposes to construct Clinton Keith Road as a six-lane urban arterial between Antelope Road and State Route 79 in Western Riverside County, in accordance with County General Plan Amendment (CGPA) 409, adopted December 19, 2000 (Road Project). The length of the proposed Road Project, including the existing alignment and the extension of the alignment is approximately 3.4 miles.

As part of the Road Project, RCTD required a fee simple interest for Southern California Edison (SCE) over Assessor's Parcel Number 480-100-001, parcel owned by DR Horton Los Angeles Holding Company, Inc. (DR Horton Property), in order for SCE to gain access to their transmission lines. However, RCTD discovered that a conservation easement in favor of Western Riverside County Regional Conservation Authority (RCA) was already placed over the portion of the DR Horton property which disallowed access over the parcel.

After RCTD completed its due diligence, it was determined that a portion of Assessor's Parcel Numbers 392-340-025, 392-340-026, and 392-340-027, (County Property), acquired for the Road Project had the characteristics that would be a comparable exchange for the conservation easement in favor of RCA on the DR Horton property. The proposed conservation easement is 4.83 acres and depicted on Attachment A, attached hereto and made a part hereof.

RCTD desires that the County of Riverside, on behalf of RCTD, grant a conservation easement, legally described and depicted on Attachment B, over a portion of the County Property to RCA in exchange for the fee simple interest in real property for SCE that is necessary for the Road Project.

The Notice of Exemption will be filed after conveyance of the conservation easement is approved. RCTD staff conducted a review of the proposed conservation easement and found it is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15325, Class 25, which consists of the transfers of ownership interests in land in order to preserve open space, habitat and historical resources. The proposed conservation easement will allow RCA to preserve existing natural conditions on Assessor Parcel Numbers 392-340-025, 392-340-026 and 392-340-027, consistent with Categorical Exemption 15325(a) which exempts acquisition, sale or other transfer of areas to preserve the existing natural conditions including plant or animal habitats.

Staff recommends that the County, in furtherance of the Clinton Keith Road Project, convey the conservation easement on the portion of the County's property in favor of RCA in exchange for the portion of the DR Horton Property in fee simple for Southern California Edison. While the conveyance of this conservation easement to RCA is to replace a portion of the conservation easement on the DR Horton Property that needs to be conveyed to SCE, this conveyance can and is intended to occur separately due to the different property ownership.

(Continued)

BACKGROUND: (Continued)

Pursuant to Government Code Section 25365, a county may transfer real property or any interest therein, belonging to a county to another public agency, upon the terms and conditions as are agreed upon and without complying with any other provisions of the Government Code, if the property or interest therein to be conveyed is not needed for county use. The County intends to convey a conservation easement interest in real property, located in the unincorporated area of Riverside County near Murrieta, referenced hereinabove as County Property, pursuant to terms and conditions for the conveyance of the conservation easement made by the County to RCA.

The Form 11 and Resolution has been approved as to form by County Counsel.

Attachments:

Attachment "A" – Map delineating Conservation Easement on County Property

Attachment "B" – Legal Description and Plat Map

2
3 **RESOLUTION NO. 2012-167**

4
5 **NOTICE OF INTENTION TO CONVEY A CONSERVATION EASEMENT INTEREST**
6 **IN REAL PROPERTY FROM THE COUNTY OF RIVERSIDE TO THE WESTERN**
7 **RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY**
8

9
10 **WHEREAS**, the Riverside County Transportation Department (RCTD) proposes
11 to construct Clinton Keith Road as a six-lane urban arterial between Antelope Road
12 and State Route 79 in Western Riverside County, in accordance with County General
13 Plan Amendment (CGPA) (Road Project); and,

14 **WHEREAS**, as part of the Road Project, RCTD required a fee simple interest for
15 Southern California Edison (SCE) over Assessor's Parcel Number 480-100-001, a
16 parcel owned by DR Horton Los Angeles Holding Company, Inc. (DR Horton Property)
17 in order for SCE to gain access to its transmission lines; and,

18 **WHEREAS**, RCTD discovered that a conservation easement in favor of Western
19 Riverside County Regional Conservation Authority (RCA) was already placed on the
20 DR Horton Property which disallowed access over the portion of the property needed
21 for SCE; and,

22 **WHEREAS**, the County of Riverside (County) is the owner of that certain real
23 property identified as Assessor's Parcel Numbers 392-340-025, 392-340-026, and 392-
24 340-027 (County Property) located in unincorporated area of Riverside County near
25 Murrieta of which a portion could be used as an exchange to provide the access
26 needed for SCE over the DR Horton Property in furtherance of the Road Project and to
27 replace the conservation easement in favor of RCA; and,

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 10-15-12
DATE
SYNTHIA M. GUNZEL

1 **WHEREAS**, the County has full legal title and has full power and authority to
2 convey all property rights described herein to the RCA; and,

3 **WHEREAS**, the conveyance of the conservation easement of the portion of
4 County Property to WRCRCA will serve two purposes: (1) replace the conservation
5 easement in favor of WRCRCA on the DR Horton property and (2) provide the access
6 for SCE needed for the Road Project.

7 **WHEREAS**, pursuant to Government Code Section 25365, the County may
8 transfer interests in real property or interest belonging to the County to another public
9 agency upon terms and conditions the parties agree upon and without complying with
10 any other provisions of the Government Code; and,

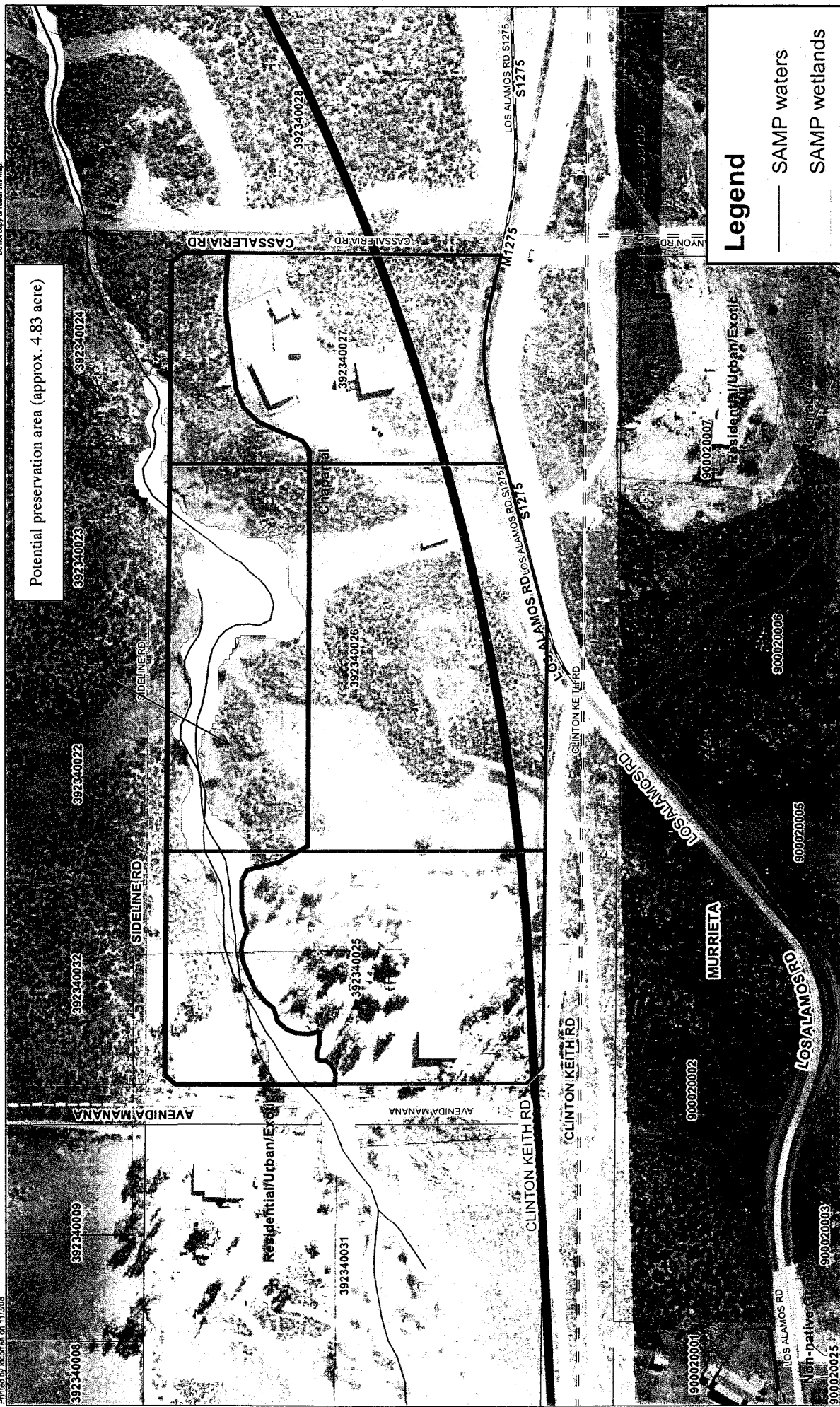
11 **WHEREAS**, the County and RCA intend to execute a Conservation Easement
12 Deed to provide the terms and conditions for the conveyance of the County Property
13 from County to RCA; now, therefore,

14 **BE IT RESOLVED, DETERMINED AND ORDERED** that the Board of
15 Supervisors of the County of Riverside, California, in regular session assembled on or
16 after December 11, 2012, hereby directs the Clerk of the Board of Supervisors to give
17 notice pursuant to Government Code Section 6061, of the following:

18 **NOTICE IS HEREBY GIVEN** by the Board of Supervisors of the County of
19 Riverside intends to convey to RCA, the following described real property:
20 Conservation easement located on a portion of the County Property in the
21 unincorporated area of County of Riverside, near Murrieta, California, identified as a
22 portion of Assessor's Parcel Numbers 392-340-025, 392-340-026, and 392-340-027,
23 consisting of 4.83 acres of land. The terms and conditions of the proposed
24 conveyance are as follows: The County of Riverside will convey an easement interest
25 on and over a portion of the County Property to RCA for conservation purposes in
26 perpetuity and pursuant to the terms and conditions provided in a Conservation
27 Easement Deed.

0 80 160 320 Feet
 1 inch equals 127 feet
 Orthophoto flown April 2007
 Digitized by Esri on 01/15/08

The County of Riverside assumes no warranty of legal responsibility for the accuracy of the information presented on this map. It is subject to updates, modifications and may not be complete or appropriate for all purposes. County GIS and other sources should be consulted for the most current information.
 01/15/08 2:12:33 PM



Potential preservation area (approx. 4.83 acre)

Legend

- SAMP waters
- SAMP wetlands

EXHIBIT "A"
LEGAL DESCRIPTION
PRESERVATION AREA

That certain parcel of land situated in the Unincorporated Territory of the County of Riverside, State of California, being a portion of Parcel 1 of Parcel Map No. 17774 filed in Book 121, Page 66 of Parcel Maps in the Office of the Riverside County Recorder, situated in Section 36, Township 6 South, Range 3 West, San Bernardino Base and Meridian, described as a whole as follows:

BEGINNING at the northeasterly corner of said Parcel 1;

Thence along the easterly line of said Parcel 1 South 00°13'53" East 164.11 feet;

Thence leaving said easterly line North 19°13'54" West 44.28 feet;

Thence South 89°48'00" West 166.37 feet;

Thence South 49°48'46" West 119.98 feet;

Thence South 00°25'30" West 36.25 feet;

Thence South 88°35'04" West 37.64 feet;

Thence South 24°27'17" West 20.09 feet;

Thence South 89°46'07" West 28.30 feet to the westerly line of said Parcel 1;

Thence along said westerly line North 00°13'53" West 239.67 feet to the northwesterly line of said Parcel 1;

Thence along said northwesterly line North 44°47'04" East 21.21 feet to the northerly line of said Parcel 1;

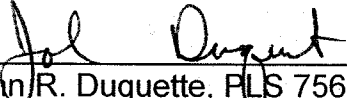
Thence along said northerly line North 89°48'00" East 332.50 feet to the **POINT OF BEGINNING**.

EXHIBIT "A"
LEGAL DESCRIPTION
PRESERVATION AREA

CONTAINING: 1.27 acres, more or less.

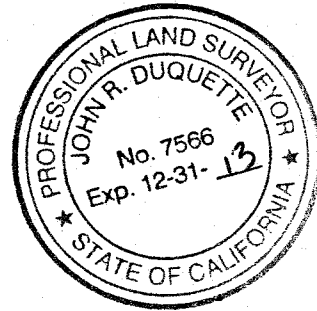
EXHIBIT "B" attached hereto and by this reference made a part hereof.

This description was prepared
by me or under my direction.



John R. Duquette, PLS 7566
My license expires 12/31/13

4/4/12
Date




THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: 
DATE: 7-9-12

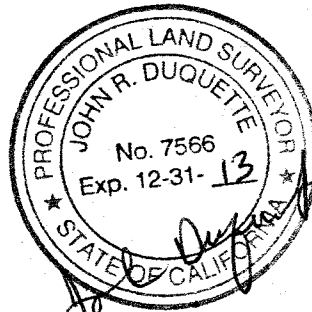
EXHIBIT "B"

(PRESERVATION AREA)

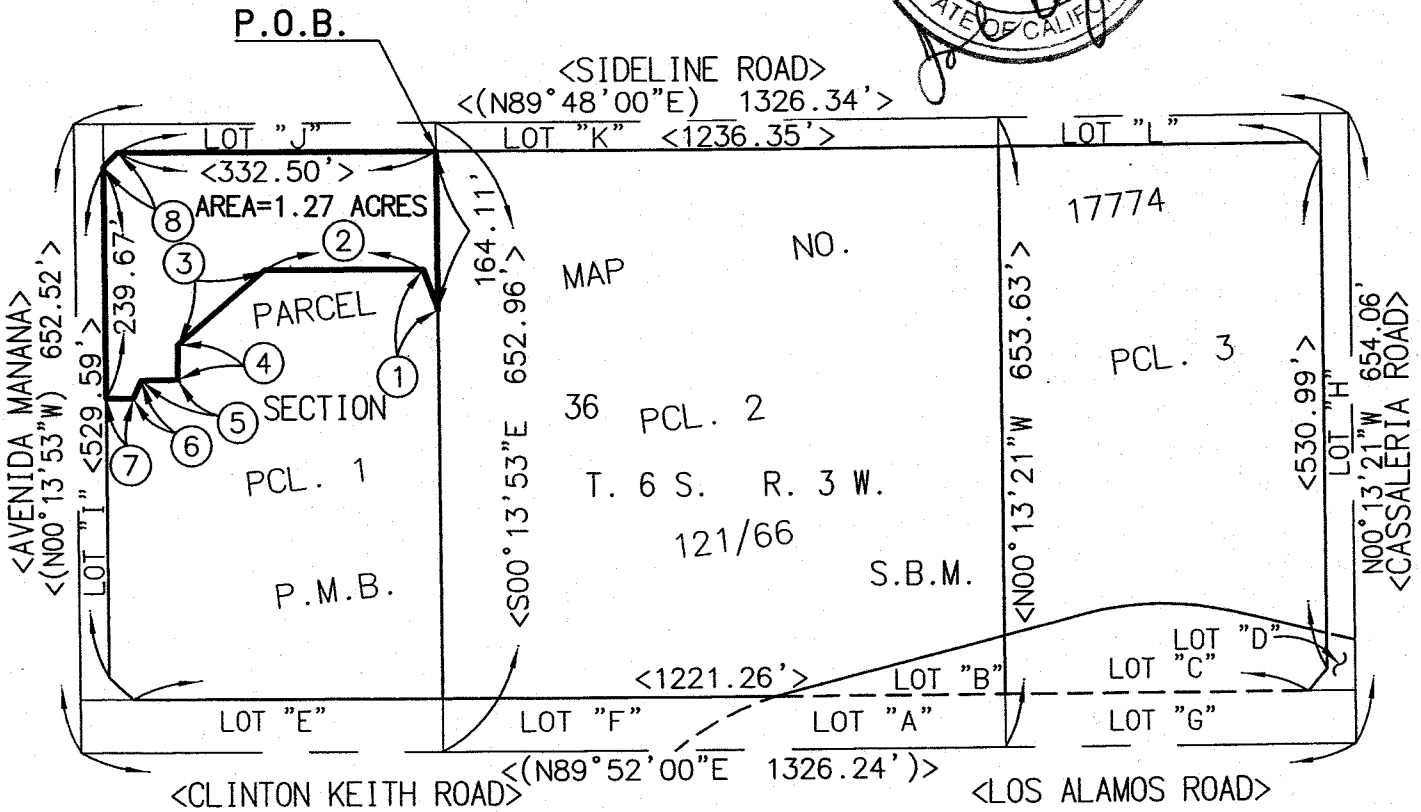
DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	N19°13'54"W	--	44.28'
2	S89°48'00"W	--	166.37'
3	S49°48'46"W	--	119.98'
4	S00°25'30"W	--	36.25'
5	S88°35'04"W	--	37.64'
6	S24°27'17"W	--	20.09'
7	S89°46'07"W	--	28.30'
8	N44°47'04"E	--	21.21'

() = RECORD DATA PER PMB 27/23.
 < > = RECORD DATA PER PMB 121/66.

R/W SHOWN IS DEDICATED AND
 ACCEPTED ON PMB 121/55



SCALE: 1"=200'



THIS DOCUMENT REVIEWED BY
 RIVERSIDE COUNTY SURVEYOR.
 BY:
 DATE: 7-9-12



CONSULTING SHEET 1 OF 1 SHEET

EXHIBIT "A"
LEGAL DESCRIPTION
PRESERVATION AREA

That certain parcel of land situated in the Unincorporated Territory of the County of Riverside, State of California, being a portion of Parcel 2 of Parcel Map No. 17774 filed in Book 121, Page 66 of Parcel Maps in the Office of the Riverside County Recorder, situated in Section 36, Township 6 South, Range 3 West, San Bernardino Base and Meridian, described as a whole as follows:

BEGINNING at the northeasterly corner of said Parcel 2;

Thence along the easterly line of said Parcel 2 South 00°13'21" East 203.51 feet;

Thence leaving said easterly line South 89°31'29" West 558.83 feet;

Thence North 28°04'01" West 47.60 feet to the westerly line of said Parcel 2;

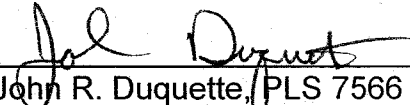
Thence along said westerly line North 00°13'53" West 164.11 feet to the northerly line of said Parcel 2;

Thence along said northerly line North 89°48'00" East 581.09 feet to the **POINT OF BEGINNING**.

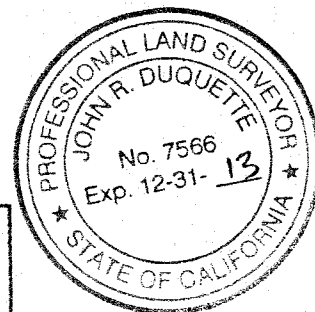
CONTAINING: 2.72 acres, more or less.

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

This description was prepared
by me or under my direction.


John R. Duquette, PLS 7566
My license expires 12/31/13

4/4/12
Date



THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.

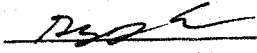
BY: 
DATE: 7-9-12

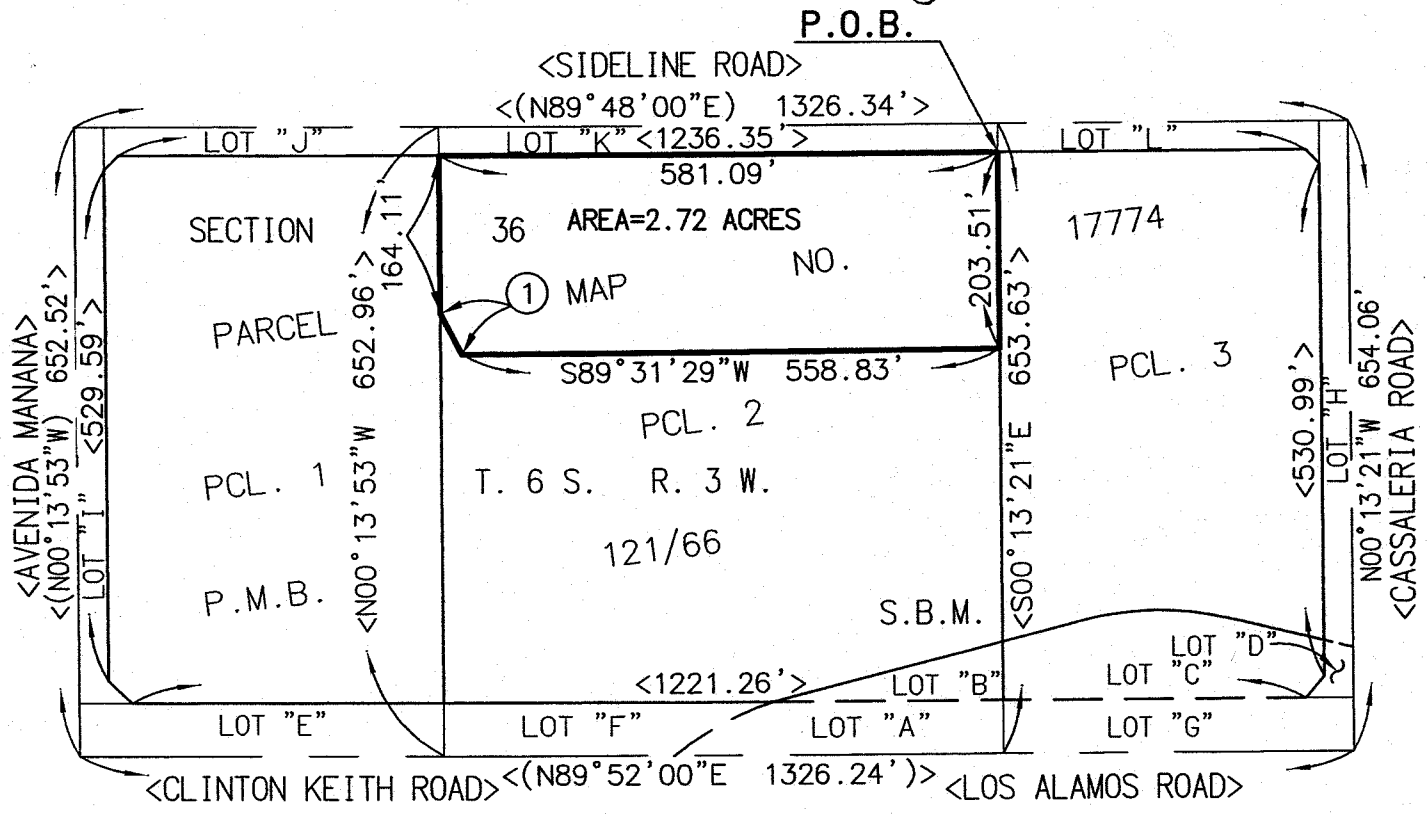
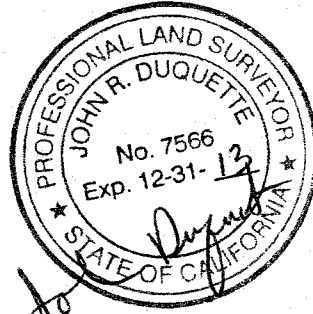
EXHIBIT "B"

(PRESERVATION AREA)

DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	N28°04'01"W	--	47.60'

() = RECORD DATA PER PMB 27/23.
 < > = RECORD DATA PER PMB 121/66.

R/W SHOWN IS DEDICATED AND
 ACCEPTED ON PMB 121/55



THIS DOCUMENT REVIEWED BY:
 RIVERSIDE COUNTY SURVEYOR.
 BY: Paul E
 DATE: 7-9-12



CONSULTING SHEET 1 OF 1 SHEET

EXHIBIT "A"
LEGAL DESCRIPTION
PRESERVATION AREA

That certain parcel of land situated in the Unincorporated Territory of the County of Riverside, State of California, being a portion of Parcel 3 of Parcel Map No. 17774 filed in Book 121, Page 66 of Parcel Maps in the Office of the Riverside County Recorder, situated in Section 36, Township 6 South, Range 3 West, San Bernardino Base and Meridian, described as a whole as follows:

BEGINNING at the northwesterly corner of said Parcel 3;

Thence along the westerly line of said Parcel 3 South 00°13'21" East 203.51 feet;

Thence leaving said westerly line North 89°31'29" East 37.05 feet;

Thence North 51°27'26" East 13.66 feet;

Thence North 22°34'48" East 70.62 feet;

Thence North 43°42'29" East 33.03 feet;

Thence North 67°18'58" East 37.38 feet;

Thence North 81°09'12" East 110.62 feet;

Thence East 56.86 feet;

Thence South 86°33'57" East 39.01 feet to the easterly line of said Parcel 3;

Thence along said easterly line North 00°13'21" West 62.71 feet to the northeasterly line of said Parcel 3;

Thence along said northeasterly line North 45°12'41" West 21.20 feet to the northerly line of said Parcel 3;

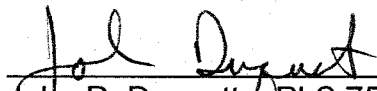
Thence along said northerly line South 89°48'00" West 322.76 feet to the **POINT OF BEGINNING**.

EXHIBIT "A"
LEGAL DESCRIPTION
PRESERVATION AREA

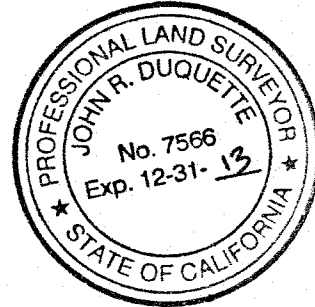
CONTAINING: 0.84 acres, more or less.

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

This description was prepared
by me or under my direction.


John R. Duquette, PLS 7566
My license expires 12/31/13

4/4/12
Date



THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.

BY: 

DATE: 7-9-12

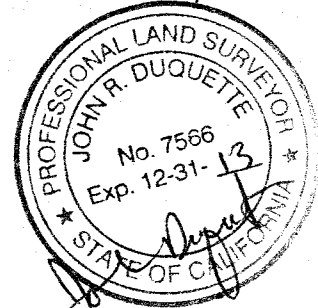
EXHIBIT "B"

(PRESERVATION AREA)

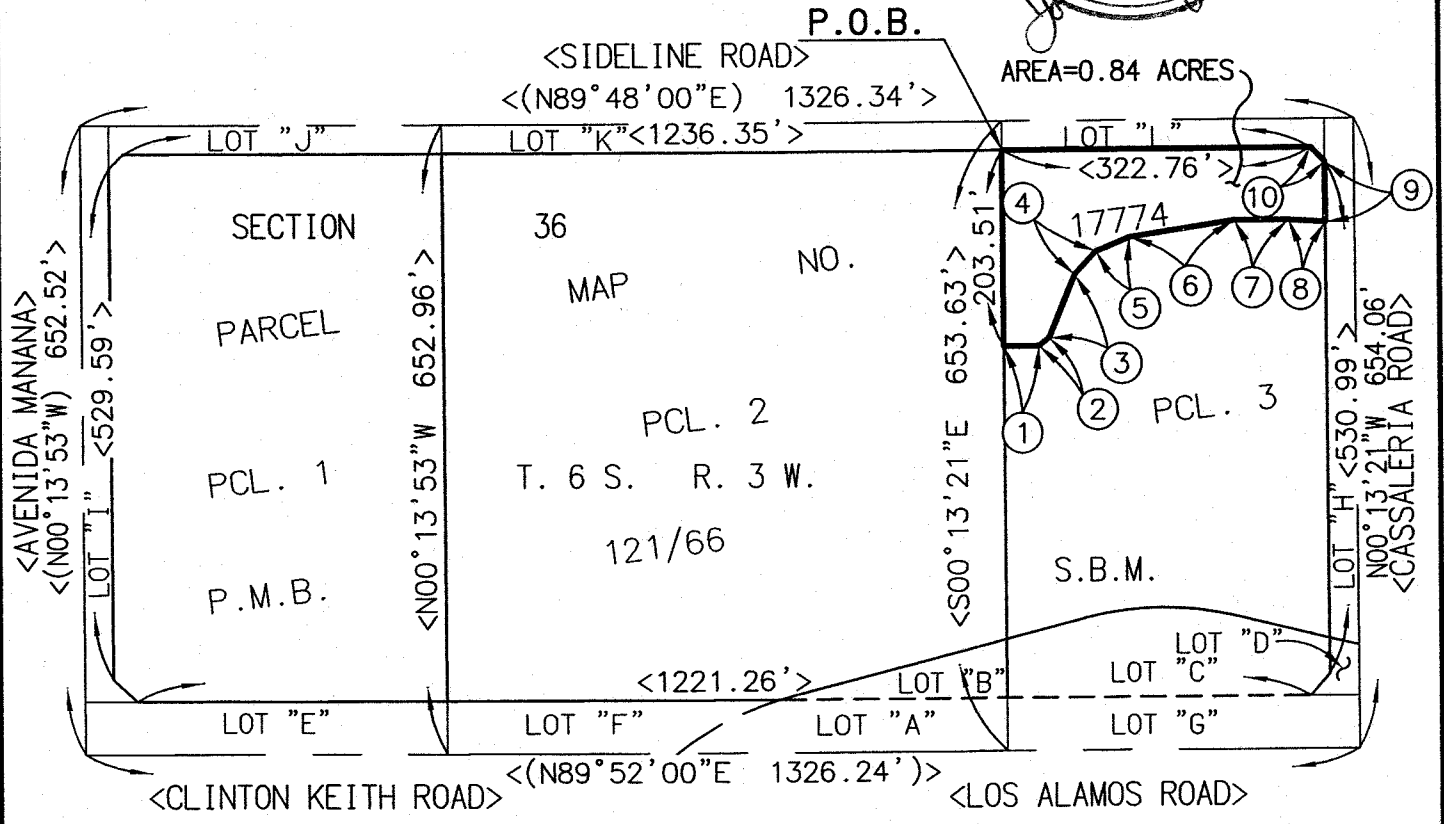
DATA TABLE			
NO	BEARING/DELTA	RADIUS	LENGTH
1	N89°31'29"E	---	37.05'
2	N51°27'26"E	---	13.66'
3	N22°34'48"E	---	70.62'
4	N43°42'29"E	---	33.03'
5	N67°18'58"E	---	37.38'
6	N81°09'12"E	---	110.62'
7	N90°00'00"E	---	56.86'
8	S86°33'57"E	---	39.01'
9	N00°13'21"W	---	62.71'
10	N45°12'41"W	---	21.20'

() = RECORD DATA PER PMB 27/23.
 < > = RECORD DATA PER PMB 121/66.

R/W SHOWN IS DEDICATED AND
 ACCEPTED ON PMB 121/55



SCALE: 1"=200'



THIS DOCUMENT REVIEWED BY
 RIVERSIDE COUNTY SURVEYOR.

BY: [Signature]

DATE: 7-9-12



CONSULTING SHEET 1 OF 1 SHEET



OFFICE OF
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060
FAX: (951) 955-1071

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

December 17, 2012

THE PRESS ENTERPRISE
P.O. BOX 792
RIVERSIDE, CA 92501

PH: (951) 368-9018
E-MAIL: legals@pe.com

RE: NOTICE OF PUBLIC MEETING: RESOLUTION NO. 2012-167 Notice of Intention to Convey a Conservation Easement Interest in Real Property

To Whom It May Concern:

Attached is a copy for publication in your newspaper for ONE (1) TIME on **Wednesday: December 19, 2012.**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office in duplicate, **WITH TWO CLIPPINGS OF THE PUBLICATION.**

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Mcgil
Cecilia Gil, Board Assistant to
KECIA HARPER-IHEM, CLERK OF THE BOARD

Gil, Cecilia

From: mtinajero@pe.com on behalf of Master, PEC Legals <legalsmaster@pe.com>
Sent: Monday, December 17, 2012 8:55 AM
To: Gil, Cecilia
Subject: Re: [Legals] FOR PUBLICATION: Res. 2012-167

Received for publication on December 19. Proof with cost to follow.

On Mon, Dec 17, 2012 at 8:18 AM, Gil, Cecilia <CCGIL@rcbos.org> wrote:

Good Morning! Attached is a Notice of Public Meeting, for publication on Wednesday, Dec. 19, 2012. Please confirm. THANK YOU!

Cecilia Gil

Board Assistant to the
Clerk of the Board of Supervisors
[951-955-8464](tel:951-955-8464)

THE COUNTY ADMINISTRATIVE CENTER IS CLOSED EVERY FRIDAY UNTIL FURTHER NOTICE.

PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING.

--

Christmas & New Year's
Holiday Deadlines

Legal Advertising



NOTICE OF PUBLIC MEETING BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE

RESOLUTION NO. 2012-167

NOTICE OF INTENTION TO CONVEY A CONSERVATION EASEMENT INTEREST IN REAL PROPERTY FROM THE COUNTY OF RIVERSIDE TO THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

WHEREAS, the Riverside County Transportation Department (RCTD) proposes to construct Clinton Keith Road as a six-lane urban arterial between Antelope Road and State Route 79 in Western Riverside County, in accordance with County General Plan Amendment (CGPA) (Road Project); and,

WHEREAS, as part of the Road Project, RCTD required a fee simple interest for Southern California Edison (SCE) over Assessor's Parcel Number 480-100-001, a parcel owned by DR Horton Los Angeles Holding Company, Inc. (DR Horton Property) in order for SCE to gain access to its transmission lines; and,

WHEREAS, RCTD discovered that a conservation easement in favor of Western Riverside County Regional Conservation Authority (RCA) was already placed on the DR Horton Property which disallowed access over the portion of the property needed for SCE; and,

WHEREAS, the County of Riverside (County) is the owner of that certain real property identified as Assessor's Parcel Numbers 392-340-025, 392-340-026, and 392-340-027 (County Property) located in unincorporated area of Riverside County near Murrieta of which a portion could be used as an exchange to provide the access needed for SCE over the DR Horton Property in furtherance of the Road Project and to replace the conservation easement in favor of RCA; and,

WHEREAS, the County has full legal title and has full power and authority to convey all property rights described herein to the RCA; and,

WHEREAS, the conveyance of the conservation easement of the portion of County Property to WRCRCA will serve two purposes: (1) replace the conservation easement in favor of WRCRCA on the DR Horton property and (2) provide the access for SCE needed for the Road Project.

WHEREAS, pursuant to Government Code Section 25365, the County may transfer interests in real property or interest belonging to the County to another public agency upon terms and conditions the parties agree upon and without complying with any other provisions of the Government Code; and,

WHEREAS, the County and RCA intend to execute a Conservation Easement Deed to provide the terms and conditions for the conveyance of the County Property from County to RCA; now, therefore,

BE IT RESOLVED, DETERMINED AND ORDERED that the Board of Supervisors of the County of Riverside, California, in regular session assembled on or after December 11, 2012, hereby directs the Clerk of the Board of Supervisors to give notice pursuant to Government Code Section 6061, of the following:

NOTICE IS HEREBY GIVEN by the Board of Supervisors of the County of Riverside intends to convey to RCA, the following described real property: Conservation easement located on a portion of the County Property in the unincorporated area of County of Riverside, near Murrieta, California, identified as a portion of Assessor's Parcel Numbers 392-340-025, 392-340-026, and 392-340-027, consisting of 4.83 acres of land. The terms and conditions of the proposed conveyance are as follows: The County of Riverside will convey an easement interest on and over a portion of the County Property to RCA for conservation purposes in perpetuity and pursuant to the terms and conditions provided in a Conservation Easement Deed.

BE IT FURTHER RESOLVED AND ORDERED THAT the Board of Supervisors intends to meet to conclude the proposed conveyance transaction on or after January 15, 2013, at 9:00 am at the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California.

ROLL CALL:

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on December 11, 2012.

KECIA HARPER-IHEM, Clerk of said Board
By: Cecilia Gil, Board Assistant

Any person affected by the above matter(s) may submit written comments to the Clerk of the Board before the public meeting or may appear and be heard in support of or opposition to the project at the time of the meeting. If you challenge the above item(s) in court, you may be limited to raising only those issues you or someone else raised at the public meeting described in this notice, or in written correspondence, to the Board of Supervisors at, or prior to, the public meeting.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147.

Dated: December 17, 2012

Kecia Harper-Ihem, Clerk of the Board
By: Cecilia Gil, Board Assistant