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

405 B



FROM: TLMA - Code Enforcement Department

April 24, 2014

**SUBJECT:** Abatement of Public Nuisance [Substandard Structure]

Case No: CV13-02606 [RDR SPRINGS, LLC]

Subject Property: 73548 Armand Way. Thousand Palms; APN: 694-071-013

District: 4/4 [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors move that:

1. The substandard structure (dwelling) on the real property located at 73548 Armand Way, Thousand Palms, Riverside County, California, APN: 694-071-013 be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit a substandard structure on the property.

2. RDR Springs, LLC, the owner of the subject real property, be directed to abate the substandard structure on the property by rehabilitating, removing, and/or demolishing the same from the real property, including the removal and disposal of all structural debris and materials within ninety

(90) days.

(Continued)

Interim Hode Enforcement Official

					For Fiscal Year:	
SOURCE OF FUN	DS				Budget Adjustn	nent:
NET COUNTY COST	\$	N/A \$	N/A \$	N/A \$	N/A	Consent Li Policy L
COST	\$	N/A \$	N/A \$	N/A \$	N/A	Consent □ Policy □
FINANCIAL BATA	Corrent Fisca	l Year Next Fiscal	Year. Total Cos		ngolag Gress	, aPOBEY/GONSENT // (perface: Office)

C.E.O. RECOMMENDATION:

APPROVE

**County Executive Office Signature** 

### MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, 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 May 6, 2014

Date: XC:

TLMA/CED. Sheriff

Prev. Agn. Ref.:

District: 4/4

Agenda Number:

Kecia Harper-Ihem

Positions Added Change Order

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

FORM 11: Abatement of Public Nuisance [Substandard Structure]

Case No: CV13-02606 [RDR SPRINGS, LLC]

Subject Property: 73548 Armand Way, Thousand Palms; APN: 694-071-013

District: 4/4

**DATE:** April 24, 2014

**PAGE:** 2 of 3

### **RECOMMENDED MOTION (continued):**

- 3. The owner be ordered to ascertain the existence or non-existence of asbestos containing materials in said structure by survey and materials sample testing through the Industrial Hygiene Specialist of the County Health Department, Division of Special Services; and prior to the abatement ordered in paragraph number two (2) above, to secure the removal and disposal of all asbestos containing materials discovered through such survey and testing by contract with a duly certified and licensed contractor for the handling of such materials to avoid citations and/or fines imposed by the South Coast Air Quality Management District (SCAQMD) pursuant to SCAQMD Rule No. 1403.
- 4. If the owner of the real property does not take the above described actions within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent of the owner or receipt of a Court Order authorizing entry onto the real property when necessary under applicable law, may abate the substandard structure and contents therein, by removing the same from the real property.
- 5. The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Riverside County Ordinance No. 725.
- 6. County Counsel be directed to prepare the necessary Findings of Fact and Conclusions that the substandard structure on the real property is declared to be in violation of Riverside County Ordinance No. 457 and constitutes a public nuisance. Further, County Counsel shall prepare an Order to Abate for approval by the Board.

### BACKGROUND:

- 1. An initial inspection was made on the subject property by Senior Code Enforcement Officer Hector Herrera on June 19, 2013. The inspection revealed a substandard structure (dwelling) on the subject property in violation of Riverside County Ordinance No. 457. The substandard conditions of the structure included, but were not limited to the following: Hazardous plumbing, hazardous wiring, faulty weather protection, general dilapidation or improper maintenance, public and attractive nuisance abandoned/vacant.
- 2. Follow up inspections of the above-described real property on July 24, 2013, September 11, 2013, October 23, 2013, December 24, 2013 and January 2, 2014, revealed the property continues to be in violation of Riverside County Ordinance No. 457.
- 3. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for substandard structure.

### **Impact on Citizens and Businesses**

Failure to abate will have a negative impact on citizens or business due to health and safety hazards, nuisance and potential impact on real estate values.

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

FORM 11: Abatement of Public Nuisance [Substandard Structure]

Case No: CV13-02606 [RDR SPRINGS, LLC]

Subject Property: 73548 Armand Way, Thousand Palms; APN: 694-071-013

District: 4/4

DATE:

April 24, 2014

PAGE:

3 of 3

SUPPLEMENTAL:

**Additional Fiscal Information** 

N/A

**Contract History and Price Reasonableness** 

N/A

**ATTACHMENTS** 

11

### BOARD OF SUPERVISORS COUNTY OF RIVERSIDE

IN RE ABATEMENT OF PUBLIC NUISANCE [SUBSTANDARD STRUCTURE]; APN: 694-071-013, 73548 ARMAND WAY, THOUSAND PALMS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA; RDR SPRINGS, LLC, OWNER.

CASE NO. CV 13-02606

DECLARATION OF CODE ENFORCEMENT OFFICER HECTOR HERRERA

[RCO Nos. 457 and 541]

- I, Hector Herrera, declare that the facts set forth below are personally known to me except to the extent that certain information is based on information and belief which I believe to be true, and if called as a witness, I could and would competently testify thereof under oath:
- I am currently employed by the Riverside County Code Enforcement Department as a Senter Code Enforcement Officer. My current official duties as a Senior Code Enforcement Officer include inspecting property for violations and enforcement of the provisions of Riverside County Ordinances.
- 2. On June 19, 2013, I conducted an initial inspection of the real property described as 73548 Armand Way, Thousand Palms, Riverside County, California, and further described as Assessor's Parcel Number 694-071-013 (hereinafter described as "THE PROPERTY"). A true and correct copy of a Thomas Brothers map page indicating the location of THE PROPERTY is attached herein and incorporated herein by reference as Exhibit "A."
- 3. A review of County records and documents disclosed that THE PROPERTY is owned by RDR Springs, LLC (hereinafter referred to as "OWNER"). A certified copy of the County Equalized Assessment Roll for the 2013-2014 tax year and a copy of the report generated from the County Geographic Information System ("GIS") is attached hereto and incorporated herein by reference as Exhibit "B."
- 4. Based on the Lot Book Report from RZ Title Service dated June 17, 2013, and updated on December 31, 2013 it is determined that other parties may potentially hold a legal interest in THE PROPERTY, to wit: Sterling Bank and Trust, Shenandean Springs Development Company, Inc.,

		Y					
							ingar in the first
				* •			
					yar ya ji 🖺 ji b		
	No. of the second			7-50		4.0	
			•				
\$4 E							
					ranga Salah Terminan		
					からました。 10 日本語 10 日本語		
		1 and 1 a					
61							
	Same of the second						
A. M. A. M.							
4、1、1、1、1、1、1、1、1、1、1、1、1、1、1、1、1、1、1、1							
4、 4、 4、 4、 4、 4、 4、 4、 4、 4、 4、 4、 4、 4							

OFFICER DECLARATION

Shenandoah Springs, LLC, Palm Desert National Bank, Federal Deposit Insurance Corporation and Fidelity National Title Company (hereinafter referred to as "INTERESTED PARTIES"). True and correct copies of the Lot Book Reports are attached hereto and incorporated herein by reference as Exhibit "C."

5. On June 19, 2013, I arrived at THE PROPERTY to conduct an initial inspection. THE PROPERTY was open and accessible, with no signs restricting access. I entered and observed the following conditions which cause the structure to be substandard and THE PROPERTY to constitute a public nuisance in violation of the provisions set forth in Riverside County Ordinance ("RCO") No. 457.

### Dwelling:

- 1) Hazardous plumbing:
- 2) Hazardous wiring:
- 3) Faulty weather protection;
- 4) General dilapidation or improper maintenance;
- 5) Public and attractive nuisance abandoned/vacant.
- On June 19, 2013, Notice of Violation, Notice of Defects and "Danger Do Not Enter" signs were posted on THE PROPERTY.
- On July 15, 2013, August 15, 2013 and January 30, 2014, Notices of Violation and
   Notices of Defects were mailed to OWNERS and INTERESTED PARTIES; by certified mail with return receipt requested.
- 8. A site plan and photographs depicting the conditions of THE PROPERTY are attached hereto and incorporated herein by reference as Exhibit "D."
- 9. True and correct copies of each Notice issued in this matter and other supporting documentation are attached hereto and incorporated herein by reference as Exhibit "E."
- Follow up inspections of the above described real property on July 24, 2013, September
   2013, October 23, 2013, December 24, 2013 and January 2, 2014, revealed THE PROPERTY continues to be in violation of RCO No. 457.
- 11. Based upon my experience, knowledge and visual observations, it is my determination that the substandard structure (dwelling) on THE PROPERTY creates an extreme health, safety, fire and structural hazard to the neighbors and general public and constitutes a public nuisance in violation of the provisions set forth in RCO No. 457.
  - 12. A recent inspection showed THE PROPERTY remained in violation and constitutes a

	그 그는 이 그는 그들은 중심하게 하실하는 이 수 있는
	그 그 이 그리다 그는 그는 말이 나무셨어요요? 그 나를 맛
	이 이 네이트 왜 아이들의 이렇게 하지만 하는데 나는 살았다.
요즘 그는 그리를 하는 이 하는 곳가 있으면 말하는데 그렇게 되었다.	보호 이 시민에게 살아 있다는 것은 그런 그리고 생각이다. 그 없었다
	나는 이번 그는 이 아래는 아무리 네가 내려운 얼마가 되었다.
	네이는 그들은 아름이 그렇지만 살아나는 아니는 없어?
방송 기흥하다 그는 이 이 이 아들은 아들은 그는 것이 모양이었다.	
아프로 발표 그리는 얼마는 반대를 하시다면 보고 있다니다.	기계 [1] 하는 기술의 기회기학생 내 있는 하고 학생으로 된다.
	이 살이 그 그릇 보다는 사람들이 되었다. 그 이 경기를 받는다.
	요즘 전 어린지를 모르게 가고하면 하는 점을 다면 없어요.
엄마 아마들이 다른 사람들이 다양된 그리다 말아냈다.	그리아 얼마는 회학자를 받다고 하셨다고 불렀다. 그리라 그리
	그렇게 맞으는 그 그렇게 되면 그렇게 말하다. 이 네
장마, 사람이 살아 가는 사람들이 되는 것이 하다라고 속한 방문에 다	얼마 마음 그리는 얼마는 이 나는 사람들이 살아갔다.
	되는 말로 시대를 봤는데는 그 지역에 그렇지만 좋다.
	그리고 아들다는 취직 이 그 하는데 된 후에 모양함
에 보겠다. 그러나 그 나 마리를 하셨다는 하루고 하십시오.	그렇게 되었는 닭이 말이 살아 보니다. 그리네요?
	그는 환경하는 내 수가의 학교 민준이를 가장 내가는 사람이 하다.
	그리다 이 중에 생각했다면 내 기계를 보고 있다. 그 사람들은 그 사람들은 그 사람들은 그 사람들은 그 사람들이 되었다.
	선생님 이 아이들에 가는데, 그 그 있는 것 같아 얼마를 먹었다. [편]
	어느런 마하지도 하는데 하는데 그들은 이렇게 되다.
	그들은 이 시간을 다고 그렇게 살아 들어 보는 사람들이 걸 먹었다.
그는 그들은 학자 아래 전 전 경우를 보고 있는 그 그 그 생각이 되었다.	
물리 계속 그에 그리는 병자 그림 사이에 바로를 걸었다면서	
그리는 말이 있는 그 나를 살려면 살림이 하는 것은 전체 수입되었습니다.	[마일: 16 - 기자 : 이 [요] : : [기업화 : 10 - 712 - 10 - 10
그리스 회사는 이 그 등 가는 사람이 작용되는 사람들이 된다면	
	이 지나는 생생님은 말한 그림 사회가 지하셨다는 사고한
[	어느 병 그리는 하는 사람들은 이 모든다고 되는 것이다.
	이 이 사람들은 얼마를 잃었다. 그런 그렇게 살아 하는 그들은 해요?
	그 본 그렇게 되는 말이 되어 되었다. 그런 얼마는 그런 그는 밤
경기가 되어 있다. 그 이 이 그리고 있는 것은 모양을 받는데 말했다.	그는 이번 가는데 그렇게 하는 것이 되었다. 그런 그 그들은 그 사람이 하는 것이 없다.
된다. 그 아이지 아이는 이 이 본 기가 되나 가게 하는데 하다.	그는 것 같아. 이 마셔트 이 바람 그 살이 하는 것 같아.
그 이 집에 가는 말이 되고 말이 하나 되어 그는 맛말이 하다 했다.	BOS (1985) - 1985 - 1985 - 1985 - 1985 - 1985 - 1985 - 1985 - 1985 - 1985 - 1985 - 1985 - 1985 - 1985 - 1985 -
	가 그런 가운데함, 김 사고 하지 않는 독일 것이 되는 것이 많아 살
속도 늘어들었다면 한 경기를 가는 그리다니 말로 가셨다. 그리는 회	어디어 얼굴살 얼마지는 하고 이 역 경기이다.
집인 그는 그는 그림은 가고싶다. 현대 라는 이 화를 했다고 없다면 다른	이 경기에 있어 생생님의 것이 된 이 이 이 수 있었다는 것으로
시작보다는 아이 아이는 어느 얼마 하지만 보는데 하나 모음.	양자 14일에 이 상하는 이 남은 어디에 가지 말수를 통해 되는데
来。这一句话,我们就是一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个	
지하는 사람들에 가는 사람들이 되는 것이 되었다. 그는 그 그런데 되는 그 그래에 결혼하는 회사를 보고 있다.	요즘 아이트 하게 되었다면 하고 있는 이 모든 사람들이 되었다.
사람 및 이 하는 이는 사람이 된 사람들을 통해야 하면 되었다.	
마음 그 아이는 이 사람이 사람이 사람이 함께 가장하는 것이 되었다. 이 일반 다음 아이는 아이는 아이는 중요한 사람이 나는 아이를 보았다.	

public nuisance in violation of the provisions set forth of RCO No. 457.

- 13. A Notice of Pendency of Administrative Proceedings was recorded in the Office of the County Recorder, County of Riverside, State of California, on July 22, 2013, as Instrument Number 2013-0351074, a true and correct copy of which is attached hereto and incorporated herein by reference as Exhibit "F."
- 14. A Notice to Correct County Ordinance Violations and Abate Public Nuisance, providing notification of the Board of Supervisors' hearing was mailed to OWNER and INTERESTED PARTIES by first class mail and was posted on THE PROPERTY. True and correct copies of the Notice, together with Proof of Service and the Affidavit of Posting of Notice are attached hereto and incorporated herein as Exhibit "G."
- 15. Significant rehabilitation, removal and/or demolition of the substandard structure and removal and disposal of all structural materials, rubbish and debris are required to abate the public nuisance and bring THE PROPERTY into compliance with RCO No. 457, the Health and Safety, Uniform Housing, Administrative and Abatement of Dangerous Buildings Codes.
  - 16. Accordingly, the following findings and conclusions are recommended:
- (a) the structure (dwelling) be condemned as a substandard building, public and attractive nuisance;
- (b) the OWNER, or whoever has possession or control of THE PROPERTY, be required to rehabilitate or demolish said structure, including the removal and disposal of all structural debris and materials, on THE PROPERTY in accordance with the provisions of RCO No. 457;
- (c) the OWNER, or whoever has possession or control of THE PROPERTY, be ordered to ascertain the existence or non-existence of asbestos containing materials in said structure by survey and materials sample testing through the Industrial Hygiene Specialist of the County Health Department, Division of Special Services; and, prior to the abatement ordered in subsection (b) above, to secure the removal and disposal of all asbestos containing materials discovered through such survey and testing by contract with a duly certified and licensed contractor for the handling of such materials to avoid citations and/or fines by South Coast Air Quality Management District ("SCAQMD") pursuant to SCAQMD Rule NO. 1403:

	Zara Arabara				
			Salar Sa		
			Salah Sa	Magazia	
	(魔器) 医二生物				
egasti kiliparati in timba alƙar					
				. And the	
	artentistic is an	a Marketin			
				$\mathcal{M}_{p,q} = \{1,\dots,q\}$	
연결하다 하는 그는 그 등이 많다.					
되다 그는 네걸었다. 경우					
British British Carakan					
	아니다님 그 아이들이 하는데				
					학국에 되었다는 살다
				ti Colores	
			and the second seco		
	arting a second and the con- control of				
		and the same			

	ý.	
viji	2	
	7	
		, i
	3	
'n		
	4	ŀ
		١.
	Ć	)
	i :	
	7	1
	8	
	ç	
	3	,
1	(	)
1	1	
Ů		
	-	
1	4	
Ä.		
1	3	
1	4	L
4	ु	
1		
-		,
1 14		
1	ť	)
76		
1	1	1
1	ŧ	t
1	ç	
1	7	Ŷ
2	2(	)
2	1	
2		)
-	•	1
1		١
a.Z		
2	4	ŀ
		- 1
2	•	5
	,	ď
2 2	. (	,
2		
2	!	3
	9 (	S

(d) if the substandard structure is not razed, removed and disposed of, or reconstructed in strict accordance with all Riverside County Ordinances, including but not limited to RCO No. 457, within ninety (90) days of the date of the Board's Order to Abate, the substandard structure and contents therein may be abated by representatives of the Riverside County Code Enforcement Department, a contractor or the Sheriff's Department upon receipt of an owner's consent or a Court Order where necessary under applicable law authorizing entry onto THE PROPERTY;

(e) that reasonable costs of abatement, after notice and opportunity for hearing, shall be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE PROPERTY pursuant to Government Code Section 25845 and RCO Nos. 457 and 725.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

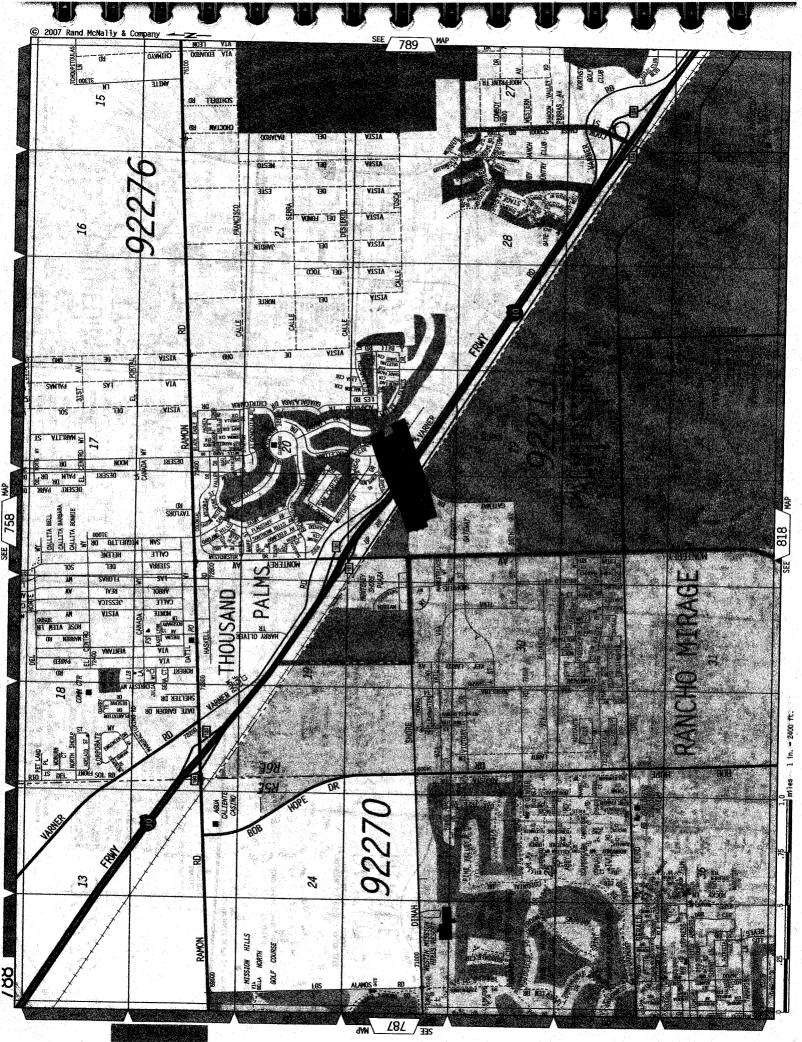
Executed this MANUS of MANUS, 2014, at PALM DESCRIPTIONIA.

HECTOR HERRERA

Senior Code Enforcement Officer Code Enforcement Department

# EXHIBIT "A"

				1					Ţ., .
									( <sub>e</sub> ppr
							그 집에 밝힌 회		
							기술하다 [제요]		
연결을 경찰 사회의 사고 연극에게 하다.									
얼룩 가게 하다 가는 얼마를 어디다.									
[요즘 : : [10] [10] [10] [10] [10] [10] [10] [10]									
흥분 주내의 관련 이 경기를 받는다.									
								선생님 남하	
사용도 2인적 목 유럽이 하는 것 같아. 그 모든									
									de i
									Ž.,
						함겠다 취임			
민준이는 그리고 하는 그 일반을 하									
그렇다봐. 엄마에 교회 어려워하는			16.4						
그는 경도 설탕 우리 그리 그리고 그렇게 되었다.		사람들이 그							
필요됐다. 이번 그들은 보였다.				그 강생용이					
출목하다는 그는 그리고 그는 참									7 3
그리는 상반이 발표되었다. 그렇다									104
않았다. 기급 하는데 하다면요?						an Silvin (STA) i Einegra Silvin (Stantana)	하시 회교생활		
[발표] 발표를 되고 않아 불리고 있다.									94
				되면요 되는 것					
인 국가 동안전에서 따라 존중하는									
									-
									24.0
그림을 다 하루트 그는 것이 많아요.									
하다 빨리는 것이다. 함께 얼마나 살다.									
					그 기시 공취점				
보다는데 그는 어떻게 가는 하는데 모하는									
			inganis. Antonio programma successiva	기 : 10명이 되었다. 이 기가 있습니다 보다를					
불통한 학생에 하지 않았다고 됐								선생님 아이들이 되었다.	
보고, 보고 보고 그리 여자를 고질다.						물리 보냈다.	지하 되셨다.		
(1987년 1일 등 1일 일 - 1 - 1일 등 1일 등 1일 등 1일 등 1일									
(홍목) 이 사고 보고 전 회의를									
2016의 기업으로 하다는 말을 다									
그레프 회문하고 있는 사람은 중에									
									1
세일되었다고 하고 있는데 시			회중하다 글						
							왕이 아픈 다양		
불가는 가고 있는 경우 선택이다.									
									i firm La f
	ng Propinsi Salah Ng Kabupatèn Bangar								
등 아이들 것이 아이들 들이 살았다.									
						G. Kalif			ý.
	그 이루는 얼마 살아 살아 없다.		A MARI			14 Sept. 1977 1974			
				Control of the second					
항상 경기를 보는 것이 되었다.									



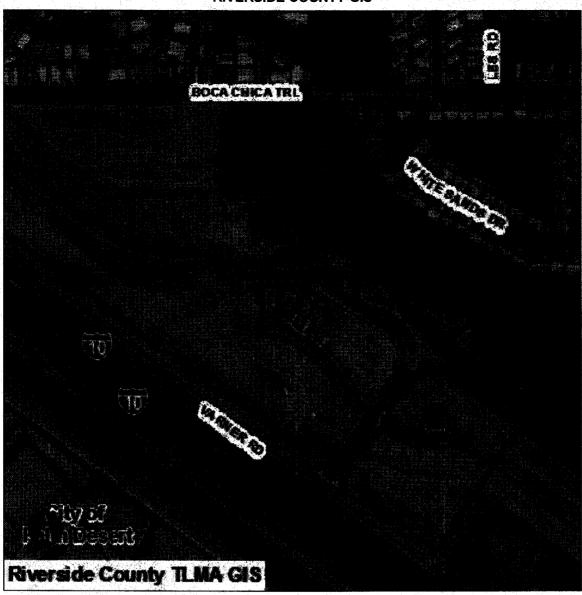
# EXHIBIT 6B?

					전략이 사람이 있는데
					기계 : 이 그는 왕의, 기계 : 각물의, 위기 기존 기계 : 이 그는 이 그들을 보았다. 나는 기존
			나를 모급하는 그렇게 걸게 내다.		그래도 [기다. 여왕에게 뭐]
		나는 이름에 있는데 하시다.			
			이 생각이 하는데 뭐 하는데 없다.		현대학교 (H. 1911년 - 1912년 - 1912년 - 1912년 - 1912
					그렇게 하고 있다. 여름은
					경우하다 나를 되는다. 이번에
		and the second of the second			보건되면 맛입니 뭐 있죠?
생활 되었다면 그리즘이다.					일이 생동하다 내려왔습니다
					늘 내용 첫 경향 노리시스 다.
되다게 대통하는 방송 모르	이 아름이 가득 수가요? 되었	날이 보면 취득한 바라를 하다.	그 전 경기에 문화되었다.		남자, 생각, 생각, 얼굴하는 것이
	이 보일하게 되지 않는 그래	이 경기가 하게 하는 사람들이 없다.			
					아이를 하는데 많이 있다면서 네
이 많은 경기를 받는데 되었다.					
			[2] 이 생생 이 그리 [11] [14]		
					보다 하십 년에 가는 모르는 날
	이 없는 사람들은 바다가 생각되는			1) 14 마이크림 : 이미설(B)	
		전환, 이렇게 그런 날이 없고			, 보이하다 하는 사람들은 병원하다
			나는 경찰에 가면 이 모기를 냈네		면 화학사가 하는 시간 요요
	되고 있었다. 이 존개를 받는다고		보고 살아들이 일을 잘 하는 것		
	병생님이라는 김물리가 있다.				
		경기에 가장 아이들 이 아들의	마이지 그 마음에 가게 되었다.		일보관계 상임하다는 네트리트
					선물의 기를 하고 하셨다.
연기 가는 살아가는 살을 가다.	없이 제한 없 생활 그림에도 보였다.	가는 하기 마음을 하는 것 같아.	가득하셨는데 뭐 하다.		
함께 나가 뭐라니? 그는 사고하			그리지 하셨다니까 사람들이 되었다.		
	클레스의 등학생들은 그리고 하는다.	열 다리 시도 끊으면 있습니	[[[라마스 아이들 이 등 모양[[[] [		하고 이 옷이 닦았다. 이 번째 모르다
그림 그 사람이 나는 생각이 되었다.	뭐 그렇고 됐다. 이 전체하지 않	이 지원을 잃다면 모든 것	하늘 이번 그를 하는 이루지 않는데		
도 하시다.					
보는 아이들은 사람이 하나 있다.	사이 아름다음을 모르는데 !!	발하는 생활이 그렇게 된다던데 다	보면 들레마음을 통해 비슷했		
열리 그는 사람들이 하면 뭐			현물이 다듬한 시장이 보았다.		
	기계를 어떤 그렇지만	그렇게 하는 사람들이 없다.	일이 일본 사람이 되어서 있어 뭐야 하다.		
		# 유명하시는 사람이 집 그가 뭐 하	하면 여 동안 미리 얼룩하나요?		[시스] 등 사람들이 되었다.
三字科 音樂區 医闭膜炎 医隐毒性	이 공항 왕기를 시작하는 일 보이는다.	에 생물하다는 것이 되어?	그는 말했다면 하네네요?		
	요즘 생각 회사를 하는 것이 되었다.	뭐하님 하나 하나 있다는 그 없다.			1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1
			불하면도 생활 반에는 뭐 하다니다.		이 유명하는 경기를 받는다. 이 사이에 아무리 아무슨 것은 것이 나라지다.
경기 되는 경우 시간 병사는 반속			이 그녀와 없이 그림, 걸린 다.		
	보고 발표하다 보다 가장 보다 하다.	하하는 여덟 살아지다. 그 그들일	살이 마늘하면 아니라이 하셔요?		
		되는 것인하는 맛없다는 사람			기술하실 관계하는 이 보다
생기는 경기중하는 요. 현급했다	보이 이외 이렇는 싫었습니다. 그렇다	5일 : 이 15 : 이 시간 15 : 1			
다른 이 사람들이 하다.			[20] :		길 마음 왕이되었다. 그렇게 걸었
불취 그리의 왕기, 소문이 되었습	마시 경기되었다. 오랜드 네트를 받아 어		그래 그리고 이 그래, 나라운	원이 없다면서 되었다.	
			그렇게 되었다. 그리다 얼마나 되었다.		되네 일본 젖수의 내려오기
경찰 이러가는 이렇게 되어 있다.	레이어 열리 영화를 다 들었다.		크림이 불어 얼굴하고 되어		
그는 이 회에 가장 남자 나가 되었다.	젊을 하다면서 그 이 열리고 싶다.				
[일하고 있는 ] [기가 기가 제하다 그	기를 보고 있다는 것 같은 1. 1 PM 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				
있다 보기 때문에 가는 그 나를					
일반 그러움보인의 이번 생각					
합니다 이 사람들이 되었다.	그리일 아이들이 네트나 나를 다	기를 남아갔다면 모르겠다.			
2011년 1월 2017년 - 12일 - 12일 - 12일	'아들 내려를 걸었다. 그 그들은 점심 그		한 경험이 모양하다는 그리고 있다면 되었다.		
일회사회에 그 경기 이 있다.	생각됐다는 민생이 나라야하는 얼굴	음병을 하다면 하는 사람들은 모르다.	경영화된 2011년 2011년 2011년		
생물이 많은 그리고 있는 많이다.		없다니다 하는 경영화를 받다.	경기주의 이렇게 된 것이라고 말이다.		
		JA 24 - 11 - 11 - 11 - 12 - 12 - 12 - 12 -		기계하다 교육회 프리 최종	하는 회사 회사를 잃게 느낌을
회장 나는 아이들은 사람이 없다.	그렇게 그 하면 이름이 하고싶다.				했습니다는 얼마하시다. 회
빛을 잃는 하라고 얼마를 하다?	여기 등로 이 있는데 시작하다.		김하네. 작은 걸리다를 들었다		
	그림은 나랑 사람이 되는 그 말이다.		노랑 마음을 있다. 그 글이 되어?		제 없이 마음하다는 다음이
보였다면 보통했다는 일, 1					
			유럽 저는 사람들이 많아 되어 그릇을		
	이 그렇게 되고 아내는데 이번째	되기 - 왕이, 그렇게되었다.			시험되었다. 왕이 왕이 남아
보고하는 하는 이 원이는 보고 있는	그렇고 되었다. [22] 그 없다 [17]	불물 사람이 하하는 기상을 보다			
	물일하는데, 현실 공개 경우로	그게임 동네가 시고로와 다	보내는 아내리하다는 맛있다		
	[양생 종기 등 원고 양생 사람]	상에 이 강한 경이 내고 있는	보통됐다면, 뭐 그 나를 하를 들었다.		네용병사이라 가능하다.
	리는 성실 선물들이 없어 있다.				
			노력하다. 이 이 비밀 시설		
빨개 그 그 속 모임 아름					
장이를 가장 그들지 않는 네일.					
하십시간 그렇게 그리는 말을	는 경찰이들의 얼굴 모양	한 상태를 하다니다.			
[[뉴바고는 A 2] - 10 H. 연락.					
가능 상품에 시작하는 것	보고 (하나 기술 등 하나 기술 기술			공공 및 그 중에 살아보니?	
	그 사람들 방법을 통하는 그렇게 하셨다.	医甲基基基氏畸形的 医阿克氏氏管	그는 그 그 사람들이 가는 그는 가수 있다.	가는 그는 그런 왕의 일하는 말은 맛요?	

Assessment Roll For the 2013-2014 Tax Year as of January 1,2013

Assessment #694071013	3-3	Parcel # 694071013-3	**************************************
Assessee:	RDR SPRING	Land	134,000
Mail Name:	C/O DAVID BRUDVIK	Structure	166,000
Mail Address:	7266 EDINGER AVE	Full Value	300,000
City, State Zip:	HUNTINGTON BEACH CA 92647	Total Net	300,000
Real Property Use Code:	R1		
Base Year	2008	View Parcel Man	
Conveyance Number:	0229152	View Parcel Map	
Conveyance (mm/yy):	4/2007		
PUI:	R010012		
TRA:	61-186		
Taxability Code:	0-00		
ID Data:	Lot 22 MB 392/071 TR 29151-1		
Situs Address:	73548 ARMAND WAY THOUSAND PLMS CA		

### **RIVERSIDE COUNTY GIS**



### Selected parcel(s): 694-071-013

### \*IMPORTANT\*

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

STANDARD WITH PERMITS REPORT

<u>APNs</u> 694-071-013-3

## OWNER NAME / ADDRESS RDR SPRING

73548 ARMAND WAY THOUSAND PLMS, CA. 92276

### **MAILING ADDRESS**

C/O DAVID BRUDVIK 7266 EDINGER AVE **HUNTINGTON BEACH CA. 92647** 

					100
					L.A.T
그는 그는 그가 불렀다면 함하는다.					1. #17.4 1
그는 생기가 하는 모든 네트웨이다	원들에 이용됐다.				
보이 그는 이 그는 살님 살림이었다.					
- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1					
입니다 하면 그렇게 하다 없다.					
					1.55
	이라 하지 않다 다				
		네이다. 그렇게 있다.			
그 생각 얼마 이 인경 나는 것					
			wan da ja Mada		
생활되는 이번 얼마를 하는데					
					14 To 1
		·罗斯·克·克尔·克尔斯克尔 斯·莱尔·克尔·克尔斯克斯克			E lya
되어 가는 사람들이 함께 됐다.					
					11
	alla filiti falli i a				
				사람들은 10명을 하는데 되었다. 생물들은 10명을 하는데 10명을	100
and the control of th		and some of the province of		- 1889年 1997年 第二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十	7

### LEGAL DESCRIPTION

RECORDED BOOK/PAGE: MB 392/71 SUBDIVISION NAME: TR 29151-1 LOT/PARCEL: 22, BLOCK: NOT AVAILABLE TRACT NUMBER: 29151

### **LOT SIZE**

RECORDED LOT SIZE IS 0.21 ACRES

PROPERTY CHARACTERISTICS
WOOD FRAME, 2109 SQFT., 2 BDRM/ 2.25 BATH, 1 STORY, ATTACHED GARAGE(445 SQ. FT), CONST'D 2008TILE, ROOF, CENTRAL HEATING, CENTRAL COOLING

# THOMAS BROS. MAPS PAGE/GRID PAGE: 788 GRID: F4

### **CITY BOUNDARY/SPHERE**

**NOT WITHIN A CITY** CITY SPHERE: CATHEDRAL CITY ANNEXATION DATE: JAN. 27, 2011 LAFCO CASE #: 2011-03-4 PROPOSALS: NOT APPLICABLE

MARCH JOINT POWERS AUTHORITY
NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

### **INDIAN TRIBAL LAND**

NOT IN A TRIBAL LAND

### **SUPERVISORIAL DISTRICT 2011 (ORD. 813)**

JOHN BENOIT, DISTRICT 4

### **SUPERVISORIAL DISTRICT (2001 BOUNDARIES)**

**ROY WILSON, DISTRICT 4** 

### **TOWNSHIP/RANGE**

T4SR6E SEC 29

### **ELEVATION RANGE**

192/192 FEET

### **PREVIOUS APN**

NO DATA AVAILABLE

### **PLANNING**

### **LAND USE DESIGNATIONS**

MHDR

### SANTA ROSA ESCARPMENT BOUNDARY

NOT IN THE SANTA ROSA ESCARPMENT BOUNDARY

AREA PLAN (RCIP)
WESTERN COACHELLA VALLEY

### **COMMUNITY ADVISORY COUNCILS**

THOUSAND PALMS (CC)

GENERAL PLAN POLICY OVERLAYS
NOT IN A GENERAL PLAN POLICY OVERLAY AREA

### **GENERAL PLAN POLICY AREAS**

### **ZONING CLASSIFICATIONS (ORD. 348)**

R-4 (CZ 6479)

### **ZONING DISTRICTS AND ZONING AREAS**

THOUSAND PALMS DISTRICT

### **ZONING OVERLAYS**

**NOT IN A ZONING OVERLAY** 

## HISTORIC PRESERVATION DISTRICTS NOT IN AN HISTORIC PRESERVATION DISTRICT

		9 					
			erin Entropy				
			vertile to				
			Alexander (Village)				
약성은 보통 (2012년 1일 전 1일					그러워 선생님		
		viji Tijag					
					함 그는 이렇게.		
				A.			
이 보고 이 불인 하세요 그 한 일을 되지 않는 것들이 살아 없는데						in the plant	ζ'n.
지 않는 그는 이 이렇게 어떻게 하는 것이 없는데?							
물 경우 나를 가지는 것도 된다면 모든 그리고 그릇 다시했는							
							1
	and the state of t						
병하는 하다고 취한 활곡은 한 유가 밖에 남살한 모양이다.							
일으로 그림 교육관이 그림은 종교를 하는데 보다면서							
보는 다양 역사 교육 의 중에 보고 속을 하는 하는 수는 모양한							
그리는 사람들이 뭐 하는 그는 그들은 내용을 하셨다.							
그 발가는 문에 그냥 하다가 다른데, 밥을 받는데 되다.							
인민이 제작 중에 중에서 이 선생님들이 하는 그릇을 제 동일동							*
					19 1 A. Val. 9 5 Av		
사람들은 이번 하다는 사람이 있는 사람들은 살아왔다.							
되었다. 학자 가는 사람들은 일본에 된 사람들이다.							
·							
경찰 그 없이 그리가 들어도 생각하게 그 중국을 했다.	i jelovni i <sup>ve</sup> lika i jelovni i jel						
이 가는 가장 모든 것으로 그렇게 되었다. 생활 회의							- 350
							i
		sa da jaz	and Mark				
그리다 어느 그 아이들이 가속이 되었는데 어려워 얼마를							i.j.
							Ų.
				State 11.			
			[[마리카큐]				
						经分别分类	
그렇다 내려 있는 사람이 어떤 것 같다. 그래도 점점 없다.					선생 회원은 살다.		
역동원 그 아이 수밖 나는 살이 되는 것 같아?							
결과 그림 이번 있는 경기 시간 보다는 그 살았다. [2]							
유물은 현실이 기가들고 그리고 살아왔다면							
	- 1995년 - 고급하는 - 1일 - 1일 : 1일 - 1일 : 1일 : 1일 : 1일 : 1일						

NOT WITHIN A SPECIFIC PLAN

**AGRICULTURAL PRESERVE** NOT IN AN AGRICULTURAL PRESERVE

REDEVELOPMENT AREAS NOT IN A REDEVELOPMENT AREA

**AIRPORT INFLUENCE AREAS** NOT IN AN AIRPORT INFLUENCE AREA

**AIRPORT COMPATIBLITY ZONES** NOT IN AN AIRPORT COMPATIBILTY ZONE

### **ENVIRONMENTAL**

CVMSHCP (COACHELLA VALLEY MULTI-SPECIES HABITAT CONSERVATION PLAN) CONSERVATION AREA NOT IN A CONSERVATION AREA

CVMSHCP FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREAS NOT IN A FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREA

WRMSHCP (WESTERN RIVERSIDE COUNTY MULTI-SPECIES HABITAT CONSERVATION PLAN) CELL GROUP NOT IN A CELL GROUP

WRMSHCP CELL NUMBER NOT IN A CELL

HANS/ERP (HABITAT ACQUISITION AND NEGOTIATION STRATEGY/EXPEDITED REVIEW PROCESS)

**VEGETATION (2005)** NO DATA AVAILABLE

### **FIRE**

**HIGH FIRE AREA (ORD. 787)** NOT IN A HIGH FIRE AREA

**FIRE RESPONSIBLITY AREA** NOT IN A FIRE RESPONSIBILITY AREA

### DEVELOPMENT FEES

**CVMSHCP FEE AREA (ORD. 875)** 

WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

WRMSHCP FEE AREA (ORD. 810)
NOT WITHIN THE WESTERN RIVERSIDE COUNTY MSHCP FEE AREA

**ROAD & BRIDGE DISTRICT** 

NOT IN A DISTRICT

EASTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 673)

IN OR PARTIALLY WITHIN A TUMF FEE AREA. SEE MAP FOR MORE INFORMATION.

WESTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 824) NOT WITHIN THE WESTERN TUMF FEE AREA

DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)

WESTERN COACHELLA VALLEY

SKR FEE AREA (STEPHEN'S KANGAROO RAT ORD. 663.10)

NOT WITHIN AN SKR FEE AREA

**DEVELOPMENT AGREEMENTS** 

NOT IN A DEVELOPMENT AGREEMENT AREA

					그리고 병원 작업하는 일본 생각
					기업성 휴. 이 보다 보다
	and the state of t				
			는 사람이 없는데 그 사이 기존에 되다. 소설하고 사용된 하고 사이 기계에 하다		
				n in like	원리 생활하는 회사에 호기의 공연
Alaman San San San San San San San San San S	보는 말이 가고 가지 않는데				되면 경 노랫에 하이되고?
				그리는 지하나는 맛있	제공형 집중에 가는 이 것
					고급하고 현기 이 시네 가장
		성하다 바로를 받는다.			
					선물이 되려면 생활하다. 요즘
					그래, 이번 폭하다 또 다
					한 물리 (설레양 물건 회문)
					기본 마음하기 그 그리고하다
					기가 전화 노범하다 교육되는 것은
					마이지 모두를 하다는 이지다.
					본 나이다. 속말이 작 난
				<b>基础等数据通过</b>	
	6. 14. 1986 - 1986 - 1986 - 1986 - 1986 - 1986 - 1986 - 1986 - 1986 - 1986 - 1986 - 1986 - 1986 - 1986 - 1986			그 상점에 대접하는 가 네일다.	J. Marketter (1) 11 11 11 11 11 11 11 11 11 11 11 11 1

### TRANSPORTATION

### **CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY**

NOT IN A CIRCULATION ELEMENT RIGHT-OF-WAY

### **ROAD BOOK PAGE**

187A

### **TRANSPORTATION AGREEMENTS**

NOT IN A TRANSPORTATION AGREEMENT

### CETAP (COMMUNITY AND ENVIRONMENTAL TRANSPORTATION ACCEPTABILITY PROCESS) CORRIDORS

NOT IN A CETAP CORRIDOR.

### HYDROLOGY

### **FLOOD PLAIN REVIEW**

WITHIN AREAS OF FLOODING SENSITIVITY. CONTACT THE COACHELLA VALLEY WATER DISTRICT AT (760) 398-2651 FOR INFORMATION

### **WATER DISTRICT**

CVVD

### **FLOOD CONTROL DISTRICT**

COACHELLA VALLEY WATER DISTRICT

### **WATERSHED**

WHITEWATER

### **GEOLOGIC**

### **FAULT ZONE**

NOT IN A FAULT ZONE

#### **FAULTS**

NOT WITHIN A 1/2 MILE OF A FAULT

### LIQUEFACTION POTENTIAL

MODERATE

### SUBSIDENCE

SUSCEPTIBLE

### PALEONTOLOGICAL SENSITIVITY

LOW POTENTIAL.

FOLLOWING A LITERATURE SEARCH, RECORDS CHECK AND A FIELD SURVEY, AREAS MAY BE DETERMINED BY A QUALIFIED VERTEBRATE PALEONTOLOGIST AS HAVING LOW POTENTIAL FOR CONTAINING SIGNIFICANT PALEONTOLOGICAL RESOURCES SUBJECT TO ADVERSE IMPACTS.

### **MISCELLANEOUS**

### **SCHOOL DISTRICT**

PALM SPRINGS UNIFIED

### **COMMUNITIES**

THOUSAND PALMS

#### **COUNTY SERVICE AREA**

IN OR PARTIALLY WITHIN BERMUDA DUNES #121 -STREET LIGHTING

### LIGHTING (ORD. 655)

ZONE B, 41.61 MILES FROM MT. PALOMAR OBSERVATORY

### 2010 CENSUS TRACT

044505

### **FARMLAND**

LOCAL IMPORTANCE

* *		gradient († 1942) George		
Note that the second of the second				
	그 강마하다. 관측하다 하다스			
	회사되지 아이들의 이 지수.			
	하는 교리 학교 생활이 하다.			
	그리 생활 항상 이상되었다.			
	그 회에 이 지나 수밖에 하다고 있			
	en grande de Miller (n. 1920). Option de la grande			
	요. 사용하다 하늘이는 것			
			그 하시네 남자	
	化异聚烷基 有的过去式			
				ing panggalan 1965. Palabahan an
1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -				
				May Land
		一个一个人,他就一定一点了作事。		

- 061186

  •CITRUS PEST CONTROL 2

  •COACH VAL CO WTR STORM WTR UNIT

  •COACHELLA VAL IMP DST 58

  •COACHELLA VAL IMP DST 81

  •COACHELLA VALLEY COUNTY WATER

  •COACHELLA VALLEY REC AND PARK

- •COACHELLA VALLEY RESOURCE CONSER
- **•COUNTY FREE LIBRARY**
- **•COUNTY SERVICE AREA 121\***
- **•COUNTY STRUCTURE FIRE PROTECTION**
- **•COUNTY WASTE RESOURCE MGMT DIST**

- CSA 152

  •CV MOSQ & VECTOR CONTROL
  •CVC WTR IMP DST 1 DEBT SV
  •DESERT COMMUNITY COLLEGE
- **•DESERT HOSPITAL**
- •GENERAL
- •GENERAL PURPOSE
- PALM SPRINGS PUBLIC CEMETERY
  PALM SPRINGS UNIF B & I 1992-A
  PALM SPRINGS UNIFIED SCHOOL

- •RIV CO REG PARK & OPEN SPACE
  •RIV. CO. OFFICE OF EDUCATION
- SUPERVISORIAL ROAD DISTRICT 4

## SPECIAL NOTES NO SPECIAL NOTES

**CODE COMPLAINTS** 

Case #		Description	Start Date
CV1302606	NEIGHBORHOOD ENFORCEMENT		Jun. 18, 2013

**BUILDING PERMITS** 

Case #	Description	Status
234670	200 AMP SVC TO 75HP WELL PUMP	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
BEL041658	ELEC TEMP POWER POLE W/ 10 SPANNERS	FINAL
BEST09197	TR29151-1 MODEL PLAN 1	ESTIMATE
BEST09198	TR29151-1 MODEL PLAN 2	ESTIMATE
BEST09199	TR29151-1 MODEL PLAN 3	ESTIMATE
BE\$T09200	TR29151-1 MODEL PLAN 4	ESTIMATE
BEST09201	TR29151-1 MODEL PLAN 5	ESTIMATE
BGR020979	grading for tract29151	EXPIRED
BGR050874	ROUGH GRADE FOR TR29151-2 25 LOTS (PHASE 2)	EXPIRED
BPL080174	GAS LINE FOR FIRE PIT & BBQ	EXPIRED
BRS068931	MODEL PLAN 4, 2744 SQ FT TR29151-1 LOT 22	EXPIRED

**ENVIRONMENTAL HEALTH PERMITS** 

	Case #		Description		Status
EHS053366		SEPTIC VERIFICATION		APPLI	IED I

**PLANNING PERMITS** 

Case #	Description	Status
CFG01337	CFG TO EA37456	PAID
COC06406	CERTIFY APN AS LEGAL LOT	APPROVED
CZ06378	CHANGE ZONE FROM R-T TO SPECIFIC PLAN	WITHDRWN
CZ06479	CZ FROM R-T TO R-5 & R-T TO C-P-S	APPROVED
EA37456	EA TO SP00311 GPA00469 CZ06378	WITHDRWN
EA37705	EA FOR TR29151 & VAR01674	APPROVED
EA37843	EA FOR TR29150 SCHEDULE A	APPROVED
GPA00469	CHANGE IN GENERAL PLAN FROM RESIDENTIAL TO MANUFAC	WITHDRWN
GPA00470	CIRCULATION ELEMENT OF GENERAL PLAN AMENDMENT	WITHDRWN
GPA00507	AMEND WCVP FROM RES 2A TO COMMERCIAL	APPROVED
GPA00508	DELETE CALLE TOSCA FROM GP CIRCULATION STUDY	APPROVED
LLA05058	ADJUST LOT LINE TO CALLE TOSCA	APPROVED
LLA05170	ADJUST TWO CONTIGOUS LOT LINES	APPLIED
MT071817	TR29151-1 LOT 22	VOID
MT073068	TR29151-1 LOT 21, 22, 23, 24, 25	PAID

			The second of the second of the second		
		and the second of the second o			
				<b>V</b>	
					i kan ilimi da la feranta disebuta da A ilimi ilimi da la feranta da la ferant
			그리 회사인 및 기상의 관		
				Facility in the second	
garage Maria Maria Cara Sa					
	and the state of t	1、1500年,1900年的1900年的 1900年,1900年2月1日			
	A Section 1				
garagas de la composição de la composição La composição de la compo					

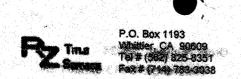
PP16104R1	ALLOW COMPLETION OF CLUBHOUSE 9 MOS AFTER 50TH DU	APPROVED
PP16104	RECREATIONAL FACILITIES FOR GOLF COURSE	APPROVED
PP19513	LANDSCAPE AND IRRGTION PLN FOR TR29151 ENTRY GATE	ABANDON
PP21729	FIVE UNIT MODEL HOME COMPLEX	APPROVED
PP21730	24 X 44 TEMPORARY SALES TRAILER	APPROVED
PP22411	FINAL SITE PLAN FOR TR29151	ABANDON
SBA05834	SETBACK ADJUST FOR TWO SFR'S PART OF TR29151	APPROVED
SP00311	SPECIFIC PLAN FOR A 38 ACRE BUSINESS PARK	WITHDRWN
TR29150M1	MODIFY CONDITIONS/MAINT STANDARDS W/PRIVATE ROADS	APPROVED
TR29150	SUBDVD 113 AC/257 SFR LOTS/ SCHD A	APPROVED
TR29151M1	MODIFY CONDITIONS/MAINT STANDARDS W/PRIVATE ROADS	APPROVED
TR29151M2	MODIFY PUBLIC STREETS TO PRIVATE STREETS	WITHDRWN
TR29151M3	DESIGN MANUAL FOR TR29151M1	WITHDRWN
TR29151	DIVIDE 36 AC INTO 105 RESIDENTIAL LOTS SCH A	APPROVED
UPH00387	UNIT PHASE MAP TR29151-1	APPROVED
UPH00388	UNIT PHASE MAP TR29151-2	APPROVED
UPH00389	UNIT PHASE MAP TR29151-3	APPROVED
VAR01674	REDUCE MININUM LOT SIZE IN THE R-T ZONE	WITHDRWN

REPORT PRINTED ON...Mon Feb 03 09:36:45 2014 Version 131127

			14:			
•						
			and the same			
		Sales Sales				
					4. 自由激励的基础	
		All All San Carrier				
	and the second					
		ing the second of the second o	Contract Con			
			MARINE TO THE STATE OF THE STAT			
	San Barrier Ass					
				Note that the second		
		King Land Colle				
				erig katha of fi		
					0	
					A SECTION	
				the stage of the second		
	그런 경기되다					

# EXHIBIT "C"

				너 많은 사람들이 살아가는 그는 것이 없다.
			대회 현소에 그 시시 내 한 것 같았	하는 이 분호 (하는 아니스) 이 사람들은 그 있는데
				[1] 등 항상보다고 있다고 있는 모든 100 NG (1)
				그렇게 하다 하고 하는 이 생활을 받으면
			가장이 되어 되는 것이다. 그 것	
		g till av seglit til en gretall	鼠 医海绵氏性细胞畸形 医透光	그는 회의 상도를 하고 하다 하는 회약이다.
	경우는 이 성으로 관계하다 한국군 동안 당		그리고 그리는 기가 하는 경기를 했다.	
en a la companya di Salamania			이게 되었습니다. 중 아래들은 나는	불리 맛있으면 그렇고 있어요? 그 날 옷 되면 있다
		그리 해 뭐 이러고 많아!	그는 가게 그 사람은 경관에 가게 되었다.	[요즘 회사 요즘 주변화는 그래? [20] 같아요
		[18] [18] 18] 18] 18] 18] 18] 18] 18] 18] 18]	쉐름이 되지 않는 바이로 하다.	[10] 16 20일 하였다. 20일 22 10일 10 20 20 20 20 20 20 20 20 20 20 20 20 20
	하시다. 아이들은 것이 하다고	나 이 말라면 나는 아들이다		
	이 그 그릇하는 이 나는 바람들이 모든 사람이	그렇다 하는 사람이 많은 사이는 사		시민하는 지나는데 아니라 본 때가 된 다음 때
				두 내가 있는 동안에 있었다. 하는 지원 사람들이 없다.
	크게 되고 하다가 높다 싫어 가는 회장			강인 경기를 가지 않는 소설이 되었다. 그 이 유계이었는
		그림 그는 이웃 본 가능을 하는	되는 일반으로 모르는 게 되는 것이다.	[March 18 12] 기업 제상 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
		됐던 이 보다 된 그 모든		사고 하지 시민들이가 그렇지 이 생이 그래?
전 경계 (2011년 1일) 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	그리는 항상 사람이 나타를 하는 이렇다.		하루 마시 하시고 하다고 얼룩하는 것이다.	그는 사람이 가장하다는 이 사람이 되는 사람이 되었다.
		이러워도 # 그 모든 편하시다.		있다면 그는 아이를 깨끗하고 한다고 있지만 말
		그 얼마 그렇게 뭐니 하는 생각을 하다.		보이고 있어서 화장 수 바람이다. 네트리 이렇다 보고
	기 집에서 열어지 않다 그렇게 되었다.			기가들의 기가 가장 맛있는 이렇게 되었다.
	그는 그는 그는 그 아이를 가는 것이 되었다.	회가 마하다 한 배상하고 되었다.	그리자 그 이 교육 분통하다.	이 이 그들은 살을 때 이 생활하고 있다. 그 이 이 중인
	원 이 사람이 그렇게 함께 이렇게 다니다.			나를 하는 회사님은 경험하게 되었다.
	그들 하는데 그 없다고 싶다는 그렇다 했다.	그리고 강에서 소개하는 것		
		취기 : 조리님이 하지 않아요.	웹 배송 내가 남아라이 하나요	이 경쟁 그 녀주 모양하다 살아 이 너 이
	그렇게 살았다. 그렇다면 나는 아래를 다	[생활시작] 하늘때 그러나이 그릇?	나는 이 얼마 맛있 살아야 하다 살아	교회의 발범 수는 이 경기를 다 다시 때문에
	그, 얼마나에 모시하셨다요? 그래?	네가 없이 말라면 하는데.	하고 아이에 하게 되었습니다.	일하시면 사회 가지 나타이다.
	그렇게 하는데 하루 하는 그를 맞아 들어 가능한다.		세계되다 그 그렇게 밝힌 나라	시 52 시대한 감독이 의존했다고 다른
		第1871年李建建建设建设署的门外		공연결의 항송의 고급하는 그리를 모르니다.
	되었다. 이 경기에 많, 저 있다. 이 중에서		그 회장 물이 젖으니 바꿨다.	한 경향 기쁨을 되었다면 하는 모든
	어린 남에 있다. 어떻게 속은 생활을 다쳤다.	이 하다 이 경험이 가는 사람들은 보다 모드 없다.	그리고 하다 하는 사람들이 얼마를 되었다.	어딘다면 사람들의 하겠어요 중에 되었다.
	경기를 놓아서 마음을 하고 있는데 이글, 요즘	물리가 하다고 없다면 나이들이		님이 많으면서 바다 이 제품을 하는 그릇이 보였다.
	마르바 그 배고를 있다고 하는데 하를 보고.	글 이렇게 하다 되었다.		생물이 내 수 없다. 날리가 있는 하다?
	보다 한 많은 나이가 어떻게 된다. 뭐 하는 않는	이의 강화를 통해 가게 가는 것이다.	그렇게 다시 아니라 생물이 되었다고 있다.	이 그 병원 경우의 경기를 되고 있는데 모양이
	이 모습니다. 그리고 아니다 시간 말하는	그렇게 되다 있어 없는 그리다?	그 그렇게 하는 이렇게 끊이 되어 모든	도 보다 그리 건강이 남이 그리고 됐다. 나는 아
		아이에 가지 살 날씨를 하는 것이 모나	리마하다 동네일 기계 그 얼마	네트 하다 강남한 시골함 중요한 중에 있다.
하시 그 사람들은 중요하다	그렇게 얼마나 없는데 어린 그는 그래요?		에 가게 들어왔는 것이 보다가 하다?	[17] : [1] : [1] : [2] :
	(선물) 집에 살아나는 뭐 하지만 되는 것 때	공연화 기계 이 이 기계 없다.		보고 하루 사람이 그는 이상 하시고 없다면
	화가 가게 되다면 가다는 그녀를 즐겁니다.	하는데 하는 눈으로 이 것으로 가게	불가 그렇게 성급하게 하려지 않다.	마하도 속하는 옷이 되는 하나를 본 기가가 있다.
	사람들은 그림 이 경기를 가면 하는데 나왔다.	나는 라이트 나와 바다를 다니다고요?	[다] 하십시는 이렇게 그 목표()	발생했다" 이 사람들이 남아 하나 하나 나왔다.
경기 하는 하늘 그 작동안 하는 반복인		되어서 하고 있는데 50 일반	로테마토마리 시글레드를 잃다	시간 경험 보고 있다면 하는데 들려는 그리다는데 다른
	하는 것으로 된다는 이번수는 그 남녀를 하는 사람이	십 그리지(그룹 4개) 이 하는 이 없다.		이 보다면 이렇게 되었다. 이 후보다 나를 보였다.
	. 계속 이 경험 등으로 보여 있다면요 그렇다.		그리고 그는 사람들이 되었다.	튀어 얼마 속이다 하게 하게 되었다면 다니다
사 존해 뛰었습니다.	기교 아이에 속속하는데 이 하는 것이 모다.	경기가 있다면 내가 하는데 보니다.	됐다. 마다 아이라 하나 아이들은 다음	"마이트를 마음을 다 됐다"고 "마이트를 통해야"
선정 교회의 경험 그 그는 나다.	일 사이 (2017년 1일 :	들이 나쁜데 이상을 해가 된다며 생각		
하는 사람들은 경기가 하는 것 같은데,		보면 회사를 가고 있었습니다.	[대학교 기념] 이 호텔을 제 되는다	B. 웹 이렇지만 보고 다른데 이 보고 있다.
医克朗耳氏染色 的复数人名	그 5차 는 그 그 하는 날리고 말하고 말았다. 종연	나를 내려보세다 그렇게 하다	이번 시나는 이 왕에는 나이를 하다	기계계계 가는 아내는 이 사람이 되었다.
그 가수 그렇게 했다는 함께 보는 함께	경우의 시민이지 그리 왕이를 내려 있습니다 살았다.	즐겁다회사 하시 아름이 되었다.	집회 그렇게 들어 그래픽 그리다였	나는 아이 아내지 아이를 생각하다면 이루
	일 등 경기를 가입했습니다. 이 경기 때문에		지하는 사람이 바다보는 것이 되었다.	그로 그래 송성이 고급하다면 말이 된다고 하다
	보는 경험하는 이번 이 대통령 이 나를 보다고 있다.			
그룹 여름이 전화되었다.	계획 : 1 이 10의 사람이 12의 함께 시작하는 다.	시민에 취임을 가지만 하다		나와 경기에 가지하는 하다 하다면 되었다고요?
그 선물이 걸린 취하는 게임하다		등하는 이 보이라는 것 같아 없니다.	"마이터 프로리스 이 그리고 되어?	그리 집 전 나는 사이를 모든 것이다. 없다
	이 기관 이번 가는 그는 사람이 나라를 가 갔다.	회사 그렇다 회 존중된 것 같아?	그리다 함께하다 그래 그리고 하다.	교육 얼마 이 시민들이 가능하다 가게 된
민준이 기계되었다. 그런 그 성상	그일 이렇지도 엄청하지, 이 작가하다.	하다. 그는 아이들이 하나 사람들이 살았다.	집에 그리고 얼마 얼마 얼마를 보다다.	해당되었다. 그들면 맛을 가게 되었다. 나들의
	하는 회사 아이를 하다면 하다 가지 않는데 되는	어마, 아름이 되는 사람이 다른 물론		그 이 생생님이 있다면 그는 그를 선물하였다.
		회문 보다 얼마나 하시다는 하는다.		[일시] : 시 : [일본 10] [2] 시 : [2] [2] [2] [2]
	그리고 그는 하나의 사람들이 이렇게 되었다.	2시 하는 11일 시간 그는 그렇게		그렇게 잃어지지 않았다. 이 걸고 있지 않는데요?
그러움 즐러지 않는 것이 함께 불쾌	경영하 전하다 소식들의 공동하게 하다고 밝혔	됐지 않게 되었다.	환경적 하나하지 않는 것이다.	2005년 1일 : 1200년 1일 : 1200년 1월 : 1200년 1월 :
建物物工 医二氯甲基酚酚		: [1] [1] [1] [1] [1] [1] [1] [1] [1] [1]	요 일 수 있는 요 그는 물리를 하는 것이 되었다.	사람이 마하기 다음하다고 있어요. 하임 다
	이번 나는 이번 목욕하다 하는데 되어나는데,	그들의 학교의 장사네(조산선)	[19] - 그렇게 하셨다고 얼마 [19] [10]	아마스 아름, 얼마를, 시마하는 요요하는,
	그들은 아내 기술 살이 나라 된 한 길 보다.	눈길 하게 보호되었다.	기가가는 시작을 제고 하는데 이번	과 시간을 내려왔다. [2] [ [2] [2] [2] [2] [2] [2] [2] [2] [
	그는 경우를 다음하는 경우를 하고 있다.	12. 이 이 사람들은 사람이 하나?	이 네 경화로 하는 밤 때 경화 및 함께 보	
	그렇다 하고 많았다. 그런 이 뭐 하네요 하는	선택 회사 회사 회사적으로 가다	이 그림, 다른 왕으는 이 계약이다.	의 집 기업은 개월 발표하다 하고 있다. 살이라고
	이 그림을 항상되면 하는데 이번 어느	되기 되어놓아 최근하다 되었다	어머니는 함께 하네 그는데 날	하실 사이가 되었습니다. 하는 하면 한편을 함께 있는데,
		그 유학자 중심 나가 없는 것이	그렇게 함마 말을 가입니다. 다 보네	그림도 불자기를 불렀다는 보고 말하다면 그렇다다.
gerein originin og och		걸렸다. 전문학 하는 사람들이 하다	회원에 나갔네요 하는 물이 많아	이렇는 나라를 잃었다고 하는데 하면 하지않아 되었다.
	기 회 [하는데] 하기 하고 있네.	방마다 불어보다 그는 내내가 다니다.		교회, 2010년 1월 1일시작. 스펙스 보기 (1)
		하다 뭐요. 하루 하는 하는 때 그렇	원경에 있는 그와 역 상황하는 그녀는	현실이 들어 보고 있습니다. 그런 그런 하는 사람들이 되었다.
			그 마음했으면 어느 뭐야? 그리다	플레일인 내가 가르고 여름을 하다니다.
	교통하는 아이들의 이 아이들의 사람이 되었다. 최기			교육하다 이 많은 내가 얼마나 그 말이 되어 다니다. 생생이다
			는 그 네가 가게 작가되었습니다.	
	물 계계 이렇게 된다는 어디로 하다.		병이 하는 사람들이 있는 속하게 없어들의	기계를 잃다. 그는 이 다른 회에는 생활이 가고 있다.
		이 얼마나 하네요. 어떻게 하시다.	회장 그 그렇게 그렇게 된 이번 나라	그렇다 그래요 그래 경찰 모르게 다녔다. 그렇
			마이지 나를 살아왔습니다 하루?	이 하는 말을 만들었다. 하는 이 일반하다 이
	在1996年,第四周第四日,1996年	atipa - KANA ANIA ANIA		하고 마스트 아이들 사람들은 아니다 그들은 2000년 때
	요즘 하다 아름답 화를 다 같다.			<b>强心。""我不可以有国际办法,是是</b> 一个。
			경우 사람들이 되는데 하지만 하다.	
		나이다. 남촌 왜 내려가 있었다.	성취 (PO 보존 20) 전 10 (A) 급취	[1] [4] [1] 그렇게 뭐죠 뭐라면 뭐 뭐 그림 본다는
이 얼룩 원인 되는 하는 것이다.		다 어떻게 많은 남편이		되어 있다 그 나이라시네? 경고도하였다.
	하는 그 모모 그래 속 하게 옮겨다.			
	그리고 그리고 없는 다른 살이 없다고요?		가 즐겁다면 나는 어떤 선생님.	나는 나이는 생각이 가는 속으로 나 하하다고
		위에 마느리에 그게		보면 그들에게 여름을 내려왔다고 있다는 뭐 나?
		Mai (14) (15) 전 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	그리면 그가게 하는 그리네요.	물리 휴대를 제다가 생각이 많은 외호하다
			되면서는 경상 취임자	김 교육에 가게 뭐 가게 얼굴하지 않다.
교육의 교수 없는 가격이 제기			보는 경우는 경우 교육의 함께 되었다.	크리마다 가장 그렇게 함께 보고 물건이 없다.
		이 연료 맛이 됐다면서 살았다.		이 요즘 하는 항상 하는 것도 그렇게 되었다.
Bright Committee of the State of the	집단가 하나 살아들이 얼마나 되는 것이다.	그는 보면 개기를 가게하는 것이 없다.	计设定 化基化 的复数人种基础 医心脏性	化性反应性 海巴 医马拉氏溶液 医腹腔囊 经有效率 医进节



**海**维性 (4) 基本 1 ENDOS ALS LANGES 1924 Has 15 Hours SOUND THE CASE OF A ROOT



### **Lot Book Report**

Order Number:

Customer:

RIVERSIDE COUNTY TLMA-CODE INFORCEMENT

4080 Lemon Street

Riverside

**Brent Steele** 

Attn: Reference:

IN RE:

ROR SPRINGS LLC

Property Address: 73548 Armand Way

694-071-013-3

**Thousand Palms** 

CV13-02606 / SNunez/HHerrera

CA 92501

CART AVAILAB

SEY SACRE

service secs

Secretary of the ALLE

92276

Order Date: 8/29/2013 Committee (1921 on )

Dated as of: 6/17/2013

County Name: Riverside

base well Bellow See

E STANKER

SECURIBLE 4S

FEE(s):

Report: \$120.00

reg

partire (

WENT OF

PROPERTY OF THE PROPERTY OF TH Assessor's Parcel No. :

Assessments:

Property Taxes for the Fiscal Year

Land Value:

Improvement Value:

**Exemption Value:** 

Total Value:

2.00 \$139,000.00

\$172,000.00

\$0.00

\$311.000.00 MCSE MAN

JA SECRET

perfect ment his blood is

SECURE GRADES

Tax information

The second of the second of the second secon

2012-2013

First Installment \$2,101,18

Penalty \$210.10

Status NOT PAID-DELINQUENT

Second Installment \$2,101.18

Penalty \$247.60

Status NOT PAID-DELINQUENT

FE FROM WITH WE salation probable states provided to D.J. egyptic high

VIEW PROPERTY OF THE PROPERTY OF THE

ald breakings (2 Market 1.A

s Malay A. T.

480% ·

PARTITION !

OF MARKET

DOME WINDS DOWN TO BE OF STANCE OF THE PARTY.

\$400 XXXXXX

STATE OF BRANCH

基型 (GLE) (A)

1040 31

State 1



P.O. Box 1193 Whittier, CA 90609 Tel # (562) 325-8351 Fax # (714) 783-3038

Order Number: 29024

Character School

and only haven if

ASSESSED TO SECTION TO

winds and make state

acam mangangsis

Reference: CV13-02606 / SN

Property Control (2)

Zakresonisca 152

acidos carismi

Constitution of Alasto Systematic

athernicals and



The last recorded document transferring title of said

property

CHIZOSTIE Walnut bedow! Dated and the second 

Recorded

Document No.

D.T.T. 90 9478

Grantor

Grantee

THE LOUISING

REPORT STATE COUNTY TO BE CARE THEORY 05/14/2007

04/04/2007

2007-0229152

\$825.00

Shenandoah Springs Development Company, Inc.

f Sarcia

RDR Springs LLC, a California limited liability company maken in

1.410 - 1.40

Through a margarit

ARCHEOLOGICA CONTRACTOR

Affects Property in Question and Other Property

**Deeds of Trust** 

00 080 6748

atair

Position No. 1st

A Deed of Trust Dated 12/30/2005

101337

TWEER

Recorded 02/03/2006

Document No. 2006-0088784

**Amount** \$4,972,<del>4</del>49.88

Trustor Shenandoah Springs, Development Company, Inc., a

California corporation

Lawyers Title Company, a California corporation Trustee

Shenandoah Springs, LLC, a California limited liability Beneficiary

company

TO SERVICE OF CORRECTIONS Position No. 2nd

A Security Agreement Deed of trust Dated 03/14/2007

Recorded 04/04/2007 医解射性疗 (3)

Document No. 2007-0229153 Amount \$2,600,000.00

Trustor RDR Springs, LLC, a California limited liability company

Trustee First American Title Company SEASON FOR

BUDGESON FIRES



P.O. Box 1193 Whittier, CA 90609 Tel # (562) 325-8351 Fax# (714) 783-3038

THE SPAM TO BY HIS LOOKET IT SHE

Order Number: 29024

Y WOOD DIGINAL TO PREDICTION Y TRUJOS THAT MOVE

Reference: CV13-026067 SN

Beneficiary

Sterling Bank and Trust, FSB, a federal savings bank

OMPOUNDED AS CHARACTERS OF THE COMP Notice of Default Recorded

MISSTAGOLI DE TROPER BUTT DE CIT OBRIGHTER COLLEGE 07/10/2009

Document No. 2009-0858375 YE BUT I'VE FAM FILMWOND SA AUMONUAS

Substitution of Trustee Recorded

10/29/2009

Document No.

2009-0560447

Trustee

Fidelity National Title Company

### **Additional Information**

A Notice of Pending Action filed in the

Superior Court of California, County of Riverside

Case No.

INC 081094

Recorded

10/22/2008

Document No.

2008-0564964

**Plaintiff** 

Teserra

Defendant

Shenandoah Springs Development, Inc., RA

Wasserman Constructions, Inc., RDR, LLC, Sterling Bank and Trust FSB. 1st Centennial Bank. Shenandoah

Springs, LLC, et al

**Document Type** 

Notice of Attachment

Document No.

2009-0541484

Recorded

10/20/2009

**Document Type** 

Notice of Order Providing One Year Extension of

**Attachment Liens** 

Document No.

2012-0292338

Recorded

06/25/2012

A Notice of Administrative Proceedings by the

City of

**Thousand Palms** 

County of

Riverside

Recorded

09/07/2012

Document No.

2012-0426371



P.O. Box 1193 Whittier, GA: 96609 Tel # (562) 325-8351 Fax# (714) 783-3038

CEC L seven Ab

Order Number: 29024



Reference: CV13-02606 / SN

Legal Description

V. 43000

THE LAND REFERRED TO IN THIS REPORT IS LOCATED IN AND IS DESCRIBED AS FOLLOWS:

rolling to the sales of the sales of

LOTS 21 THROUGH 25 INCLUSIVE OF TRACT NO. 29151-1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 382, PAGES 71 THROUGH 75 OF MAPS, RECORDS FROM THE COUNTY RECORDER OF SAID COUNTY.

4070005.01

and the soft and are the transfer and are

Francisco March

OM INDERRIGIO

VIOLENCE CONTINUE VINCENTE

##### 1

### nationwold bearings

the two is to place I satisfied by help I surpaged

arth a ball collaboration of the except of

- North Carl

CHARLES

0.6125.061

Santania

4003500 G000

to significance will

STATE OF THE STATE OF

药剂物 符 Propagation (A)

AR on management operation and probable Cold POSE and acceptance Congress and deposits finite the Signapolis Charles APR to not be a single

to sell C. I. L. previncial

data in transmission (C

terms of water to protect Service Control

CAMERO CONTRACT

BULL SANSAN

2 (africation)

Continued and was reason producted search to ensure it

angid inakariasii

Jakov \*\* tyrebryackov z

465866-6708

old Improper

CYCLASTOR

4.68/90365

arti vo sarrigarda il evitamente la come e

nicola \*\* sanapsizari T

W. W. J.

Victoria New V. 170

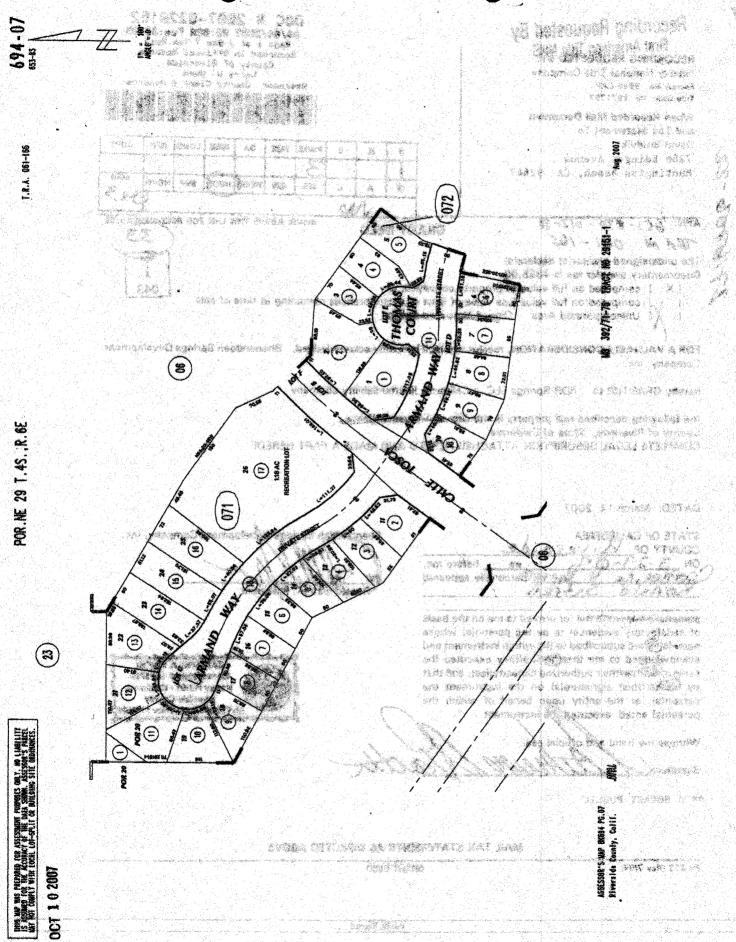
Sept Mariana

S. Calverino

Northburge?

PERSONAL STAN

all transport



E Section 5

# Recording Requested By RECORDING REAL

Fidelity National Title Company Escrow No. 9945-CAP

Title Order No. 1971797

When Recorded Mail Document and Tax Statement To-David Brudvik

7266 Edinger Avenue

Huntington Beach, CA 92647

DOC # 2007-0229152 ed in Official R County of Riverside Larry H. Hord County Clerk & R



SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIV Praesion man manuscript	and a second	•		بياد وينتفي						
s	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY	
			3							1
M	A	L	465	426	PCOR	NCO)	SMF	1CHG	WW 3	200
	۱۱.	100						4	347	

APN: 653-830-012-8

TRA M.: 061-165

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$825.00 [X ] computed on full value of property conveyed, or

computed on full value less value of liens of encumbrances remaining at time of sale,

Unincorporated Area City of Thous

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged. Shenandoah Springs Development Company, Inc.

GRANT DEED

hereby GRANT(S) to ROR Springs LLC, a California limited liability company

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

COMPLETE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

**DATED: March 14, 2007** 

STATE OF CALIFORNIA

COUNTY OF

ON before me. personally appeared

400e

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

Witness my hand and official

Signature

\*\* A NOTARY PUBLIC

rings Development Company, Inc.

MAIL TAX STATEMENTS AS DIRECTED ABOVE

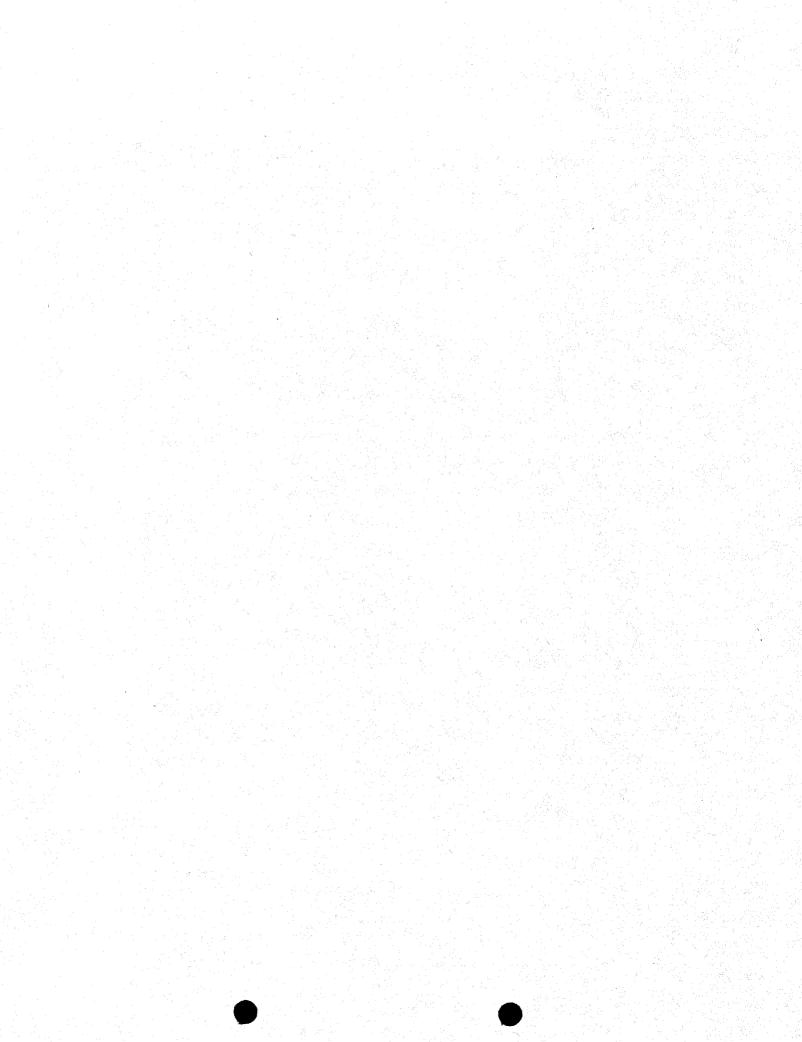
FD-213 (Rev 7/96)

GRANT DEED

Public Record

Order: Non-Order Search Doc: RV:2007 00229152

Page 1 of 3



Order Number: NHRV-2716706 (22)

Page Number: 9

TARREST TRANSPORTATION

## THE OT THE MODEL SHEAR DESCRIPTION. BUT TAKE THE TELEVISION FROM THE

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

LOTS 21 THROUGH 25 INCLUSIVE OF TRACT NO. 29151-1, AS SHOWN BY MAP ON FILE IN BOOK 392, PAGES 71 THROUGH 75 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 653-830-012-8 and 653-830-013-9 and 653-830-014-9 and 653-830-015-1 and 653-830-016-2

USK SK

THE REPORT OF AN INCIDENCE OF

77.754

TOP TOPING

APPROPRIATE CALIFORNIA

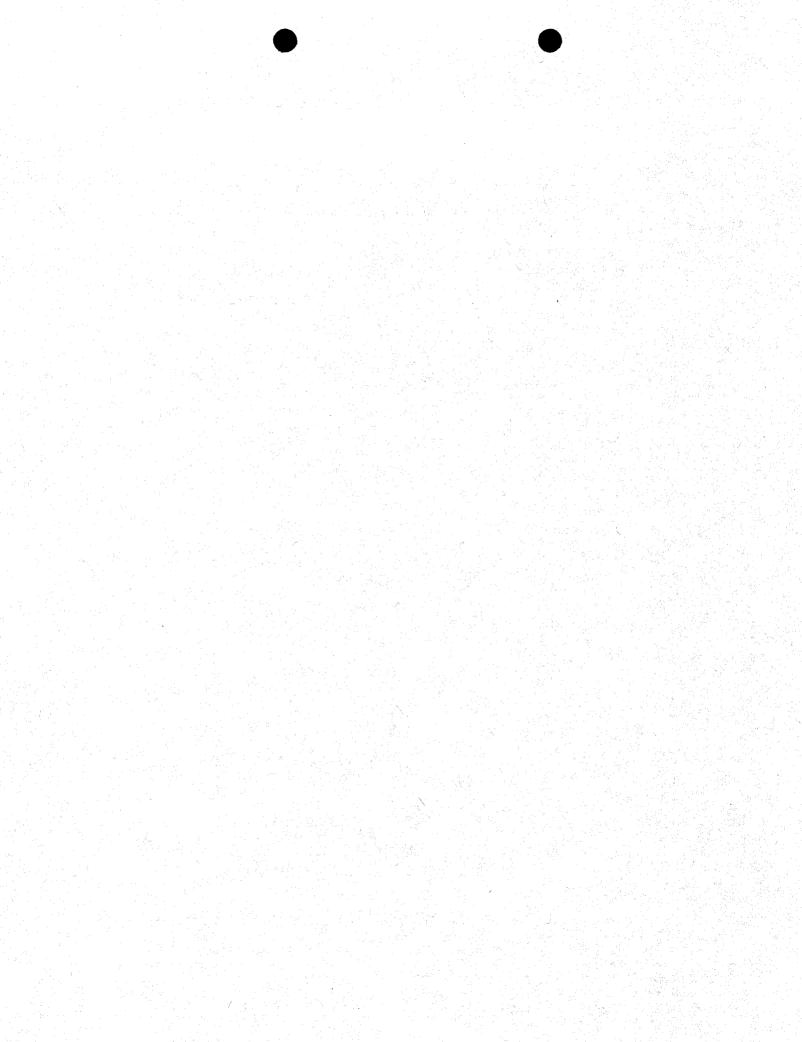
ACCOMMUNICATION OF THE

The Table 1 of Foundation

THE RESTREE AND LEVEL TO A SERVICE TRANS

SERVE LEARNING

First American Title





## The Manager of the Control of the Co

Crest Number: HARTO EVERTORIA DOPPERA

CHEATER WAY SAINER



MINISTER REPORTED AND AND A

#### **GOVERNMENT CODE 27361.7**

Million See Helphan (Mail Management)

Year a Strong Strong Kin dwar Swinsolady

I CERTIFY UNDER PENALTY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS: The amount of the Property and The Marketon Beach, Ma your

NAME OF NOTARY: CATHERINE'A. PORTER

DATE COMMISSION EXPIRES:

NOVEMBER 11, 2008

COUNTY WHERE BOND IS FILED. RIVERSIDE COUNTY

Defailer on a 152s.50 COMMISSION NUMBER: 1525799

committed on the value seem value of course which was be seen and at these at less VENDOR NO:

PLACE OF EXECUTION RIVERSIDE, CALIFORNIA

NO MACE A PART HISE

DATE:

March 30, 2007

Company of Addition the Mills of the Late of Conference of the Mills of the Conference of the Conferen

the fall wall complete how property in the Coppell The firm of Course with South M. Left Course COMPTER THE ALCOHOLOGICAL DESCRIPTION AT TROOPE

SIGNATURE.

FIRST AMERICAN TITLE INSURANCE COMPANY

Battile Malling Cons

E ATE OF DAGGORDAN

And the second s

at additional profession to the law are the The second secon were the first of the first of the second of the 

The same of the sa

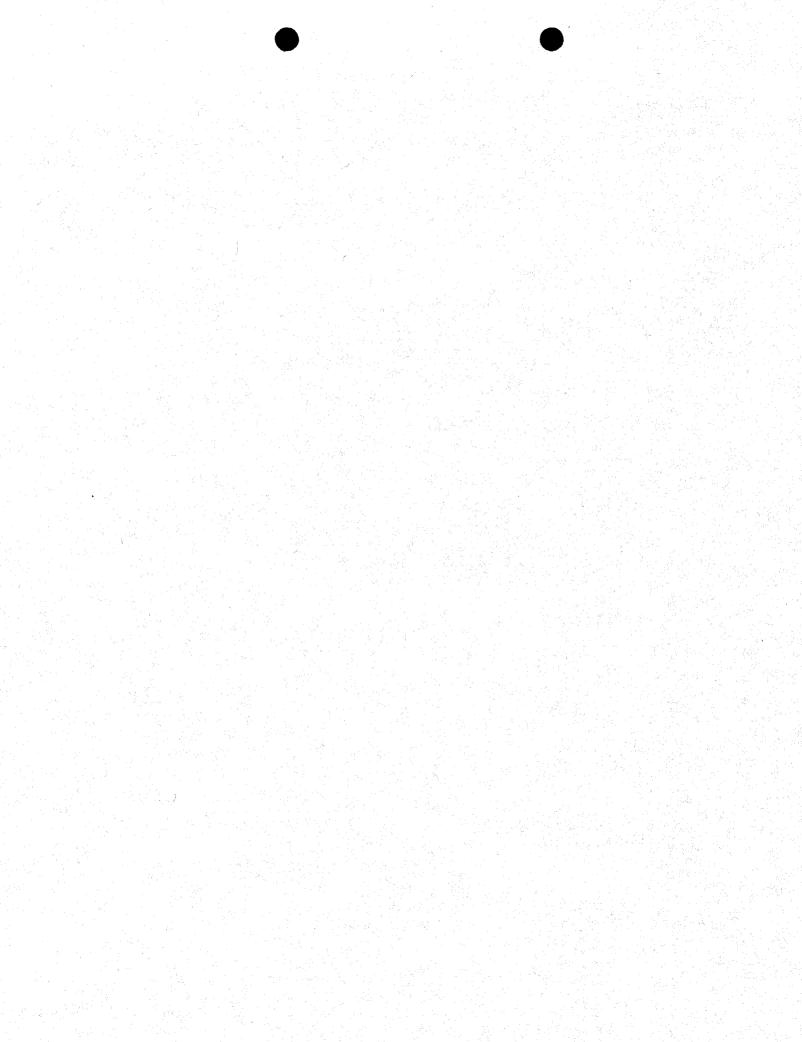
Maria Carlo Carlo de Carlo de

The property of Survey D. V. Carlot of Control of

Larvasian balance Traffice States Commence Western Carrie 

Mark the from the own at the care

HONGE SERVICE



# Recording Requested By First American Title NHS

RECORDING REQUESTED BY First American Title Company AND WHEN RECORDED MAIL TO: Shenandoah Springs, LLC 7266 Edinger Avenue Suite L **Huntington Beach, CA 91647** 

Saking Additionally in the Section 1.

APN: 653-250-009-4 TRA: 061-165

Escrow No. 09600330-906-1LC Title No: NHRV-2194661

er i de stat d ENGROPH TENDERN STANSACTION EWW COPY THE ATTEMPT TO STORE WAS TO REPORT TO A SECURIOR

The second of many and the second with At the time the second of the time of the second the property that the second party three second second to the second

ATTENDED TO THE OFFICE AND ADDRESS OF THE CONTROL OF THE ADDRESS O

to any and the court of the court

the amorphous contact to act and the money's

SEAT TO BOAD HISTORY STRUMBER AS THE STATE

#### DEED OF TRUST WITH ASSIGNMENT OF RENTS (SHORT FORM)

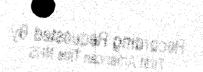
to account to constrain the with most constant for the backet and most beauty entities out to make his backetse

All manual browning of the State of the Stat

Control and the state of the second control and the second second second second second second second second second the state of the second of the state of the

nd of property appropriate the room day being a likely to recture to the control of prescript to member the conto seem officer. I wish that a state of make your all a first of country of helicity and to the experience of the second the course to be and the course with a fact of the control of the course of the course of the course of the course of control table in that your first a religious above the application between a committee of behavior religions.

SEPARATE PAGE - PURSUANT TO GOVERNMENT CODE 27361.6



TO ALL TRIBUNAL COLORS OF THE PROPERTY OF THE

3 460 1 646

TRAIN CO TOWNS OF SARAN

RECORDING REQUESTED AT
Plest American Title Company
AND WHEN RECORDED MAIL TOShenandoah Springs, LLC
7266 Edinger Avenue
Suite L
Habrilletes August St Scient

APN: 653-250-009-4 TRA: 061-165 Escrow No. - 09600350-906-1LC Title No: NHRV-2194061

Order: Non-Order Search Doc: RV:2006 00088784

kas above this line for Recorder's use.

#### DEED OF TRUST WITH ASSIGNMENT OF RENTS (SHORT FORM)

This DEED OF TRUST, made December 30, 2005; between Shenandosh Springs Development Company, Inc., a California corporation, herein called TRUSTOR, whose address is: 7266 Edinger Avenue, Suite L, Huntington Beach, CA 92647 LAWYERS TITLE COMPANY, a California corporation, herein called TRUSTEE, and Shenandosh Springs, LLC, a California limited liability company herein called BENEFICIARY, Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale, triat property in the City of County of Riverside, California, described as:

See Exhibit "A" attached hereto and incorporated herein by this reference.

Individual Lot Release - The parties agreed that this Second Deed of Trust does allow for individual lot releases on a par value.

Commonly known as: 98SFLts/Tr29151-1;TTM-2,ptn-3, Thousand Palms, CA

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents. Issues and profits.

For the Purpose of Securing (1) payment of the sum of \$4.572.449.88 with Interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated by reference or contained herein or reciting it is so secured; (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

A CASE SECT THE MANAGEMENT OF THE PROPERTY COME IT SHOWS

Public Record

To protect the security of this Deed of Trust, and with respect to the property above described. Trustor expressly makes each and all of the agreements, and adopts and agreement as defined and the bound by each each and of the terms and provisions set forth in subdivision A of their decream Probations Deed of Troot referenced herein, and it is mutually agreed that all of the provisions set forth in subdivision B of that certain Probations Deed of trust recorded in the book and page of charge counts accords. If the armic of the county recorder of the country where said property is ingested, noted below opposite the name of such country agreement.

Action Committee of the control of t	and the same days of the same	- United States To a Territory of the State of	The second secon	Application of the state of the	Contraction of the contraction o	CONTRACTOR OF THE PROPERTY OF	₩.
COUNTY	BOOK PAGE	COEMTY * 200		GROUND TO THE REAL PROPERTY OF THE PARTY OF	Action Continues of	Paradia de la constanta de la c	áŘ.
Afemeda	1200 555	and the second s	And the second second		0.76.76.		5×.
	1440 339			CANADA AND AND AND AND AND AND AND AND AN			癬
Alpine	3 130-31	And the second section of the second		Compression of the compression of	Contract of the Contract of th	CONTRACTOR OF THE PROPERTY OF	28
	and the second property of the second				TO THE RESERVE OF THE PERSON NAMED IN COLUMN TWO IN COLUMN TO THE PERSON NAMED IN COLUMN TO THE	DESCRIPTION SOOT FOR	7
Amedor	THE RESERVE OF THE PARTY OF THE		<b>一种一种一种一种一种一种一种一种一种一种一种一种一种一种一种一种一种一种一种</b>	The state of the s			. 1
<b>Suite</b>	1936 553	the second secon	The second secon	Control of the Contro	A CONTRACTOR OF THE PROPERTY O	The second secon	2012
		1100 A 1100 A 1100	7 7 5		D-20	500000	35
Calaveras	185 938	Water 2 24 945 4	44 C		400		3
Coluse		240.000					100
		Marth 18	<b>47</b> 122 58	n Bermington	THE SHE SHE SHE SHE WAS A SHE	The state of the s	1.0
Contra Costa	1	at the second se	and the second second	The second second second			. :
Del: Norte	20 Blancon	Part of the Control o					
	101 549	Mendacina - E	67 99 SE				to.
El Dorado	704 635 5052 659	Marced 16	CO	The state of the s		The second secon	Š.
	A Part of the Control	and the second s	60 753 SM	n Lain Chispo	134 134 ·	100 200 105	New
Fresno	5052 629	44 <b>200</b> 200 200 200 200 200 200 200 200 200	91 93		175	Tarabana 1997 1997	
Glenn		STATEMENT OF THE STATE OF THE S		A STATE OF THE STA	The second secon	The state of the s	ás.
			60 755 S3 91 95 S 15 302 S		2065 881 6626 864	Venture 2507 237	30
Humbolds	<b>80</b> 3 83	Manheury 3	57 299 Si	nta Clara	6638 664	Vole 750	50.
Importal	1169 701	and the second of the second o	E - 302 45	Secretary and the secretary	1649 607		
	4444	33 R P 2	A 1942 30	ite Grez	1636 607	Y21D2 398 693	
Inyo	165 672	1			Contract Con		1
Karn	165 672 1756 690	and the second second second second		The Management State of the Principles	According to the Company	"Set of \$1.4 - 2 Marie Color and the second and the color	100
PARENT.	7(70 030	- Orange 71	00 18 Ši	THE REPORT OF THE PARTY OF THE	£ 1964, Page 149774	er under Schlieberer und er Deutscher und Gefengeber.	100

Said agreements, terms and provisions contained in said subdivision A and 8, (identical in all counties are printed on the reverse said hereof), are by the within reference thereof, incompressed hereof and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein; and beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by laws.

The foregoing assignment of rents is absolute unless initialed here, in which case, the assignment serves as additional security.

The understaned Trustor, requests that a copy of any ordice of default and any notice of sale hareunder be malled to him at this address neighborine set forth.

		and the second		and Kristing Committee (1997) And the Committee (1997) The Committee (1997)	April (1964) Historiaansi Marina arabasi
	the second of the second second of the second second	y dia	Bright Street Street		per over
		California c	Edwards Son	nt Company, Inc., a	
					Albert Albertage Albertage
	and according the control of the con	Security of Security 3	had all all and the first of the	a na sa salahan da dalah da salah da s	11.15
STATE O	F CALIFORNIA (1)		APP A MARK CONTROL OF SHIP AND ARREST		i digenerali Ka Marin 1921
On a Notary	Public, parsonally appeared Result Editor	m Mar	Tros.	<u> </u>	ris pro- risalis de la Sas
subscribi capacity	is known to me for proved to me on the basis of 60 to the within abstrained and acknowledges to m (les), and offer by his/her/heer signature(s) on the l ) acted; offercated the instrument	s ither helisie/bey : Declaration the gen	Services the same in t	or tetall of which the	i dana M
WITHE	NS my nephrapered official sent.	å	Comm. 1 Notary Public Riverside	353934 Z Collegios	in a til
Signatur		and the second second second	AND THE PROPERTY OF THE PARTY O	CO Expires S	elet ger
		cm	ils area for official notar	ial sea)	a distance
			Strange and an object of the constant of the c		ar is
	the state of the s	والمنافي الموسطة والمال المالية المسوف ساماني	and realities have been a second as	and the second of the second of the second	100
	to the control of the		en samen i en en la	To the Late of the State of the	A. N. G.

#### Escrew No.: 09600350-906-1LC

The Equation of a Copy of Sepolivision A and 6 of the Settloirs Deed of Trust recorded by seen comby in California as Second in the focagoing Breed of Trust and mechanised by reference is said Deed of Trust as being a part thereof as 1 second interior.

A 1 page the settlement of the Second Interior.

The second secon

The content of the property of

(3) Transferier à sait despois aver aire de productions purper une se absence execute viernet et the rights or porrogant desentation et fruits pages agent pay at commune, including month production or grant and execute pages, and are required being to which separately in Transfer and are required being to produce the pages.

(4) To provide beautiful providence deliminatory afficialis and constructs afficially organized property, and oding assessments on approximant variational data, afficially afficially afficially an expension of the providence of the providence

Should Trimber half to make any hymnest or 20 do any all its hereto provided. One Beneficiary or Trustee, but without ablitation on to do and withing netter to of derived upon Trimber and without calculations. These trimes are obligative sensel, line, make organ to sensel in such transverse and in such cases as affine may deem necessary to occur. The exactly transverse the second records to the second records and transverse in the case of the second records of the second records

by the production of which become all their is all the production of Time, and their two days of conditions with an expension of the conditions of the condi

(1) That any executive bitmaps in contection with any contention for public seal theor appropriate and presents of our performance in the state to pay or present on the post or present of the state of

Of all other persons as excellent terminal ordinal versons assumed being years during the not verson for right either to require protect playment when disc

(1) That at any time or from time to once, without making therefor and without notice, upon written required of (

seld note for anticement, see viction affects on the present date of the face? and of the face of the

The Upon without most of herefellery exiting that if commented brody have been paid, and upon proceeding of the Dand and said note to Trustee in comments or in terms in comments as in terms of the commented brody that the comment of the trust Trustee Shall recovery, without more than property Class hereigness. The leader is back recovering of any righter or face shall be concluded property of the trustations thereof. The Gramma in and

Opening Williams seems of particles and the property of the pr

(i) That spool default by Toutto in comment of any indefinations record bench to perform on of any agreement horselved. According may declare at Sums entered bench, training the set of a relative to protect or errors according to a performance or set and a relative to the set of a set of a relative to the set of a set of a relative to the set of a set

After the largest of sich time to may then be remained by the fallowing the manufactor of soil notice of soils, and notice of soils having been given as whole or in required by the fallowing the fall of the soil of the soil of the soils of the soil of the so

After destuding all cross, feet and increases of Tractice and of this True, including one of extenses of this in commenting with pale, Thomas digit injury may proceed of this to propose of all some appealed under the terms beneat, norther regard, with account interest at the emparature of the proposed of the page that account and the page that account interests and the page that account account and the page that account account and the page that account account a page that account a page that account a page that account a page that a page t

(7) Receiving the forces of the state of the

O The Control of the

positive per a first to the positive per contract of the period of the p

TO LAWYERS TITLE COMPANY, TRUSTEES

The understined to the control of th

Signature must be notarized

late and Reconveyance to \_\_

Do not loss or designs this Doed of Trust CR THE NOTE which it secures. Both must be active as in the Trustee for concellation before reconvenient will be made

26543

Page 3 of 3

foretaining consideration, against the

**Y**ONES O

DESCRIPTION OF THE PARTY OF THE

(27) (80-216-98) (27) (27) (27) (27)

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	install, and he notes used solution into setting years.
Country of A: Versigle	
on 2-/ before me.	MON Strain
personally appeared Roy \$10 Fu	Ching and Tibe of Chiner page, 'Gain-Core, Notiny Partie's
	personally known to me
	☐ proved to me on the basis of satisfactory evidence
MANGLICA BUT AG AGERRA A ROJAG	
A SCARR LATURA E MESTRADA, AS ACTOR	subscribed to the within instrument and acknowledged to me that he/shelthey executed
Principonitaria.	capacityries) and that by his/her/ber
The state of the same	and editional column are areamined me belowned in
My Commission Excise April 27	lob acted, executed the instruments
	WiffyEdS my band and official seal.
DAST ATTAKO TAJETIK	
THE COMMENT OF THE STATE OF THE	
	PIONAL representation on the document and could present
Translating growth and production	emin valuable impercess relying on the document and could prevent need of the lotte in epother locument
	HOUNT OF THE WAY TO THE STATE OF THE
Title or Type of Document:	
Document Date:	Number of Pages:
발표하는 하는 이번 그리 가는 동안 없다.	(90) (323) 3 3
Capacity(les) Claimed by Signer	당시 요즘 회교의 그는 글로 살려왔다면요?
© Individual	53838850
☐ Partner — ☐ Limited ☐ General ☐ Attorney-in-Fact	A STATE
☐ Trustee	
☐ Guardian or Conservator ☐ Other:	
Signer Is Representing:	7/6 (4) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4
	Constant a forecast for the grain states that

The four-respective

Order Number: NHRV-2194061 (22)

Property and the second section of

Capacity Call (section)

vykovybary 🛴 o sakranjú.

SECTION ASSESSED THE SECTION OF THE PROPERTY SOLD THE SECTION OF T

TOWNS INCOME. BOOMS IN A PROPERTY.

Page Number: 9

#### **LEGAL DESCRIPTION**

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

BARCEL A:

EOTS 1 THROUGH 27, TOGETHER WITH LETTERED LOTS A THROUGH F OF TRACT NO. 29151-I, AS SHOWN BY MAP ON FILE IN BOOK 392 PAGE(S) 71 THROUGH 75, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL B:

MENTATIVE TRACT NO. 29151-2. BEING A SUBDIVISION OF A PORTION OF THE FOLLOWING:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 6 EAST, SAN BERNARDING BASE AND MERIDIAN, WHICH LIES NORTHERLY OF THE MORTHEASTERLY LINE OF THE PORTION CONVEYED TO THE STATE OF CALLEGRATA, BY DEED RECORDED OCTOBER 27, 1953 IN BOOK 2354 PAGE 13 OF OFFICIAL REGURDS OF RIVERSIDE COUNTY, CALIFORNES.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTION:

THE TOP IN THE SET OF STREET

BEGINNING AT THE MORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTHERLY ON THE WESTERLY LINE OF SAID NORTHEAST QUARTER TO THE MORTHEASTERLY LINE OF THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED OCTOBER 27, 1958 IN BOOK 2354 PAGE 113 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, THENCE SOUTHEASTERLY ON SAID NORTHEASTERLY LINE, 260 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE, TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE MESTERLY ON THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE MESTERLY ON THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE MESTERLY ON THE NORTH LINE OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING.

PARCEL C:

Order: Non-Order Search Doc: RV:2006 00088784

TENTATIVE TRACT NO. 29151-3, BEING A SUBDIVISION OF A PORTION OF THE FOLLOWING:

PARCEL 1: (653-250-009)

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 6 EAST, SAN BERNARDING BASE AND MERIDIAN, WHICH LIES NORTHERLY OF THE NORTHEASTERLY LINE OF THE PORTION CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED OCTOBER 27, 1958 IN BOOK 2354 PAGE 13 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA:

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTION:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE
SOUTHERLY ON THE WESTERLY LINE OF SAID NORTHEAST QUARTER TO THE
NORTHEASTERLY LINE OF THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA, BY
DEED RECORDED OCTOBER 27, 1958 IN BOOK 2354 PAGE 118 OF OFFICIAL RECORDS OF
RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTHEASTERLY ON SAID NORTHEASTERLY LINE,

First American Title

Public Record

Order Number: NHRV-2194061 (22)

Page Number: 10

and the second second second

260 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE, TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE WESTERLY ON THE NORTH LINE OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING

OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING:

ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS AND MINERALS OF WHATEVER NATURE, AS RESERVED BY PHILLIP EISON, A SINGLE MAN, AND MAX ALTMAN, AWIDOWER, IN DOCUMENT RECORDED JUNE 8, 1960 AS INSTRUMENT NO. 60247 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

All No.

PARCEL 2: (653-270-001)

INTENTIONALLY DELETED.

PARCEL D:

INTENTIONALLY DELETED.

APN: 653-250-009 and 653-170-024 and 653-270-001-

First American Title

TIAG

(1) 1 (1) (1) (1)

4					A contract the second	Albara en warren
	RECORDING REQUESTED	6Y·	Attached for clark		1.54	Remarks the second of the seco
	First American Title Coms	DENIM I	그는 영국에는 경제하다 하나 하나야			실고 기다 많은 말씀이 없다
	AND WHEN RECORDED IN		Secret Statements with	# Caragon - Nove Cole , Ac.	AT he had a deal to the	arios sid losseres si
		Caraca San San Array San	rain in the species are	Chara bottoffine: 20 branks	A broad constitution what are	Martidornia está so los
	Shenaudoah Springs, L		and the Killian and the	Contracted to Teach in the	ests europida, A. Papitere I	kati Turk papiti terata
	7266 Edinger Avenue			sean content in ter-		
	Suite L			atal cotto (Marie III		
	Huntington Beach, CA		an and the second secon			
	rianiangeon ocacii, CA	720-7	esas letates esa	921945 N. 1954	14 March 2011	Takke San
		***			38940A	\$4500 D
		CONTRACTOR CONTRACTOR CONTRACTOR	A Partie		The second of the second	E. Marier
			1.0 mm - 1.0		Company Section 1997	100
	and, from antillare with	Company Company	The state of the s	***	and the second	327 C. S.
	APN: 653-250-009-4 T		5 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		100 H	STATE AND ADDRESS.
	Escrow No: 09600350-9	906-1LC 💀 🖖	Yes and the	44		4694 (2662) (2664)
1	Title No: NHRW-219406	*	NE SERVICE			201 and 100 an
				page above this line fo		Andrew Andrew
		Derivation 188 and		shore errang rise mis in	n resourcer > GSID	
		94. 94.8	<b>444</b>		- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	6.28
	neen o	e Tollet With	ACCTOMICS	OF DENIE /CH	ağı eadm	felia de la compania

This DEED OF TRUST, made December 30, 2005, between Shenandoah Springs Development Company, Inc., a
California corporation, herein called TRUSTOR, whose address is: 7266 Edinger Avenue, Stite L. Huntington.
Beach, CA 92647 LAWYERS TITLE COMPANY, a California corporation, herein called TRUSTEE, and
Shenandoah Springs, LLC, a California limited liability company herein called BENEFICIARY.

Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale, that property in the City

of County of Riverside, California, described as:

See Exhibit "A" attached hereto and theorporated herein by this reference.

Individual Lot Release - The parties agreed that this Second Deed of Trust does not allow for individual lot releases on a par value basis.

Commonly known as: 98SFLts/Tr29151-1;TTM-2,ptn-3, Thousand Palms, CA

Commercial and the second second

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) payment of the sum of \$4.972,449.88 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof; (2) the performance of each agreement of Trustor Incorporated by reference or contained herein or reciting it is so secured; (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory hote or notes reciting that they are secured by this Deed of Trust.

Order: Non-Order Search Doc: RV:2006 00088784

Page 9 of 11

Properties and the Police and and the Police

Escrow No.: 09600350-906-1LC

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly of all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provising subdivision A of that certain Fictitious Deed of Trust referenced herein, and it is mutually agreed that all of the provision B of that certain Fictitious Deed of trust recorded in the book and page of Official Records in the refrict recorder of the county where said property is located, noted below opposite the name of such county, namely: 603. ed to the

CONTROL BUT LESS CONTROL

		أع العاطات		일을 되는 것이 되는 것이 되었다.	化二氯甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基	4 4.33				7 <b>5</b> 4 5 5	ARE SHOWN THE PARTY	Land Same	Manager to Start 1
COUNTY	24 7 27	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	N.A. (998)				<b>国际</b> 发展的中华。
Alameda		1288	556	Kings	858	713	4	BOOK	PAGE	COUNTY	BOOK	PAGE	ar with the
Alpine	r (1865)	3	130-31	Lake			Placer	1028	379	Sierra	38	187	
Amador	100	133			437	110	Plumas	166	1.367	Siskhyou	506	762	
Butte			438	Lassen	192	367	Riverside	3788	347	Solano			
		1330	513	Los Angeles	T-3678	874	Sacramento	71-10-26	615	Sonoma	1287 2067	621 427	
Calavera	S	185	338	Madera	911	136	San Benito		***				100 44 6
Colusa		323	391	Marin	1849			300	#	-Stranislaus		P 25 25 55	v \$2000 is
Contra C	osta	4684		Mariposa		122	San Bernardino	6213	765	Succer	655 457	r væ	7 300 - 3 300
Dal Norte		101	C en		90	453	San Prancisco	A-604	596	Tetrama	257	1.83	area than to the
		101	549	Mendacino	667	99	San Joaduin	2855	283	Trinity.		Ente	eut activities.
El Dorad	Parker of the	704 5052	83	Morced	1660 191	753	.San Luis Obisno.		137		108. 2530	595 108	<b>大概的</b> 第二
Fresno		5052	623	. Medec	203	93	San Mateo	1311 4788		Tulare			A-47 V-846
Glenn		469	76	Mone	normalis de la companya de la companya				175	Tuelumne		260	
Humbold	•	801	83		69	302	Santa Barbara	2065	881	Ventura	2607	237	
Imperial				Monterey	357	239	Santa Clara	6626	664	Yolo	769	16	
		1189	701 672		5794	742	Santa Citiza		<b>400</b>	a areba	396		
Inyo		165	672	Nevada	363	•	Shasta	800	.607 633	1. Same	, , , , , , , ,	693	
Kern		3756	690	Orange	7102	250							
				wrenige.	1707	18	San Diego SERIES	5 BOOK 1954.	Page 149777				

Said agreements, terms and provisions contained in said subdivision A and B. (identical in all counties are printed on the reverse side hereof) are by the within reference thereto, incorporated berein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Genericary may charge for a statement regarding. the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by laws.

The foregoing assignment of rents is absolute unless initiated here, in which case, the assignment serves as additional security. Edward Springs, U.C. of Arbeith visited habitly question in the Baltille Baltille (1994)

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at this address hereinbefore set forth.

	in the
Shenandoah Springs Development Company, Inc., a California corporation	Ŷ.
The state of the second second of the second second of the	
[TO HOLD NO SEE SECTION OF SECTION OF SECTION OF SECTION OF Ronald Edwards (ISS SECTION SEC	200
Its: President	Ž
topicings with the most appear and negotic statement, subject, comments to the right, power and subject.	
commended phone and and allower from the second and the second and the second and the second and problems.	
the state of the party to the party of the p	
STATE OF CALIFORNIA COUNTY OF SS. SS.	態
On	
a Notary Papilic, personally appeared	
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized	
capacity(les), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	-12
WITNESS my hand and official seal.	33.
들이 마이지 않는다는 항공공들이 모든 이름 이름을 가장하고 있었다. 그는 사람들이 되었다. 이 사람들이 있는데 보이 되었다. 그렇게 모든 사람들이 가장 살림을 받는다. Signature	¥.
마이트 (1985년 - 1985년 - 1 교통 - 1985년 - 1	
인터 마느트 - 마른팅에서 - 시에어는 네. 이곳에서 로인에서는 그 시간 그렇지 <u>다른 다른 다른 다른다는 다</u> 있었습니다.	

Page 2 of 3

VM ADMINISTRATION OF THE BOOK SHOW

VE DIEGO DESTRUCTION DE LA COMPANION DE LA COM

and bistored made if and

# PENALTY OF PERJURY FOR NOTARY SEAL

### **GOVERNMENT CODE 27361.7**

I certify under penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

Name of Notary MARK STRONGIN

State where Bond is filed California

County where Bond is filed, if applicable Riverside County

Commission Number, if applicable 1353934

Commission Expiration, if applicable April 27, 2006

Place of Execution of this Declaration State of California, County of San Bernardino

Date February 3, 2006

Lisa R. Confin. Sr. Commercial

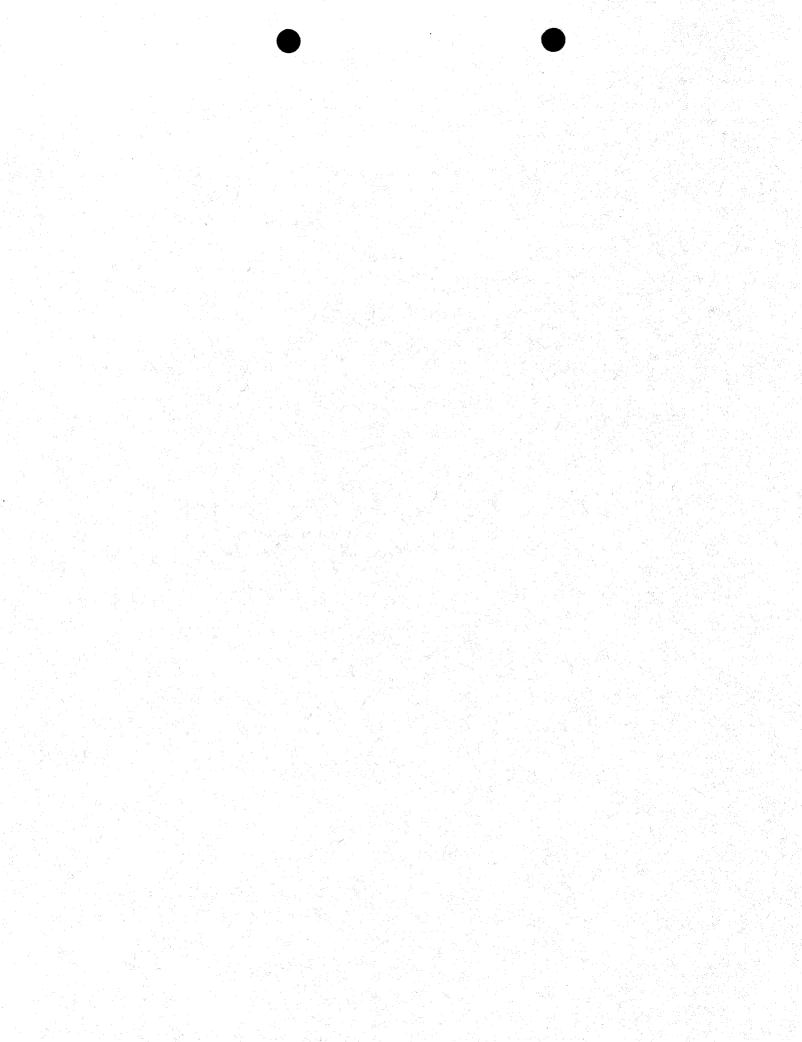
Biscow Officer

LandAmerica Commercial Services

(Lawyers/Commenwealth)

Signature (firm name if any)

The second of th



CEST AND RESERVED FROM CARD The second second second

CONTROL STATE AND CAR CENTIFICATION

Under the provisions of Government Code 27361.71 Lcentify under the penalty of perjunythan the following is a true copy of integlible wording found in the attached document. NOTE: NO PLANT OF LABOUR STATES

THE THE PERSON OF THE PARTY

( Print or Type the page number(e) and Wending below)

1.000

" See Attached Document For Clarity"

· OSTABLA VIJANOS NASTALI

A CONTRACTOR OF THE PROPERTY O

DATE :

Order: Non-Order Search Doc: RV:2006 00088784

FEB 6 \$ 2006

SIGNATURE:

Will argunizate the

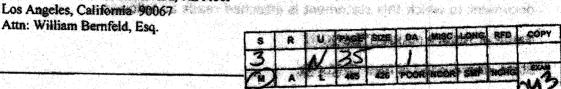
### Recording Requested By First American Title NHS

12-9069/62

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Kirkpatrick & Lockhart Preston Gates Ellis LLP 10100 Santa Monica Boulevard, 7th Floor Attn: William Bernfeld, Esq.

DOC # 2007-0229153 d in Official Records county of Riverside spor, County Clerk & Re



#### CONSTRUCTION DEED OF TRUST, ASSIGNMENT OF RENTS. SECURITY AGREEMENT AND PIXTURE FILING

NOTICE: THIS CONSTRUCTION DEED OF TRUST SECURES AN OBLIGATION INCURRED FOR THE CONSTRUCTION OF AN IMPROVEMENT ON LAND AND IS A "CONSTRUCTION MORTGAGE" WITHIN THE MEANING OF CALIFORNIA COMMERCIAL CODE SECTION 9334(b). THIS INSTRUMENT SECURES A CONSTRUCTION LOAN WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTION 3097(i) AND CONSTITUTES A CONSTRUCTION TRUST DEED WITHIN THE MEANING OF THAT SECTION. THIS DOCUMENT IS ALSO BEING RECORDED AS A FIXTURE FILING UNDER CALIFORNIA UNIFORM COMMERCIAL CODE SECTION 9502 AND, AS SUCH, COVERS ANY GOODS THAT ARE OR ARE TO BECOME FIXTURES RELATED TO THE REAL PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO. THIS INSTRUMENT IS TO BE FILED FOR RECORD IN THE RECORDS OF THE COUNTY WHERE DEEDS OF TRUST ON REAL PROPERTY ARE RECORDED AND SHOULD BE INDEXED AS BOTH A CONSTRUCTION DEED OF TRUST AND AS A FINANCING STATEMENT COVERING FIXTURES. THE ADDRESSES OF TRUSTOR (DEBTOR) AND BENEFICIARY (SECURED PARTY) ARE SPECIFIED IN THE FIRST PARAGRAPH OF THIS INSTRUMENT.

This CONSTRUCTION DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "Construction Deed of Trust"), dated as of March 14, 2007, is made by RDR SPRINGS, LLC, a California limited liability company, as Trustor, having an address at 52050 Industrial Way, Coachella, CA 92236, in favor of FIRST AMERICAN TITLE COMPANY, as Trustee, having an address at 3625 Fourteenth Street, Riverside, CA 92501, Attn: Matt Hooks - Title Officer, for the benefit of STERLING BANK AND TRUST, FSB., a federal savings bank, as Beneficiary, having an address at One Towne Square, 17th Floor, Southfield, MI 48076.

LA-163093 v5

Public Record

SHAMPER BUILDING THE PROPERTY SHOWS AND SHAPE

NOW, THEREFORE, for valuable consideration (the receipt and sufficiency of which is acknowledged), Trustor irrevocably and unconditionally undertakes and agrees for the benefit of Trustee and Beneficiary as follows:

# 1. DEFINITIONS AND CONSTRUCTION. FOR MADE OF PROPERTY TO JAMES WITH THE PROPERTY OF THE PROPER

and the state of t

Banksuptev Code" means Tule 11 of the United States Code

"Chattels" means all Goods (including Equipment, Inventory, Fixtures, appliances, building materials, and chattels) and other articles of Personal Property (other than any of the foregoing which is of at any time becomes a Hazardous Substance) now or at any time hereafter affixed to, attached to, or used in any way in connection with the Property and all replacements thereof.

<u>Construction Deed of Trust</u> means this Construction Deed of Trust, Assignment of Rents, Security Agreement and Fixture Piling (with all exhibits and schedules anached fiereto) and all permitted alterations, amendments, changes, extensions, modifications, renewals, or supplements hereto or hereof.

Construction Loan the loan of Two Million Six Hundred Thousand

Dollars and No Cents (\$2,600,000.00) made by Beneficiary to Trustor pursuant to the

Construction Loan Documents.

"Construction Loan Agreement" means that certain Loan Agreement of even date herewith, as may be amended from time to time, which terms and conditions are incorporated into the Construction Deed of Trust by reference.

"Construction Loan Commitment" means that certain Construction Loan Commitment dated February 8, 2007, which terms and conditions are incorporated into the Construction Deed of Trust by reference.

"Construction Loan Documents" means the Construction Loan Agreement, the Note, the Construction Loan Commitment, the Construction Deed of Trust, the Guaranty, if any, and all other documents executed by Trustor or any guarantor in connection with the Construction Loan, including any guaranty executed by a guarantor, and all permitted alterations, amendments, changes, extensions, modifications, renewals, or supplements to or of any of the foregoing.

"<u>Default</u>" shall mean any event or circumstance not yet constituting an Event of Default but which, with the giving of any notice or the lapse of any period of time or both, would become an Event of Default.

"Edvironmental Activity or Condition" means the presence, use, generation, manufacture, production, processing, storage, release, threatened release, discharge disposal, treatment or transportation of any Hazardous Material on, onto, in (or within), under, over or

-2-

Color Con Other Ball to Life Victor and High

from the Property, or within any improvement on the Property, or the violation of any Environmental Eaw because of the condition of or activity on, the Property.

· evental as her stoned that ye man "Environmental Laws" means any and all federal, state or local law whether common law, court or administrative decision, ordinance, regulation; rule, court order or decree, or administrative order or any administrative policy or guideline concerning action levels of a governmental authority relating to the environment, public health, any Hazardous Material (as hereinafter defined) or any Environmental Activity or Condition (as hereinafter defined) on, under or about the Property, in effect from time to time, including, but not limited to: (i) the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.); (ii) the Resource Conservation and Recovery Act, as amended (42 U.S.C. §6901 et seq.); (iii) the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. §9607 et seq.); (iv) the Federal Clean Air Act, as amended (42 U.S.C. §7401 et sec.); (v) the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §136 et seq.); (vi) the Toxic Substances Control Act, as amended (15 U.S.C. §2601 et seq.); (vii) the Emergency Planning and Community Right-to-Know Act, as amended (42 U.S.C. §11001 et seq.); (viii) the Occupational Safety and Health Act, as amended (29 U.S.C. §650 et seq.); (ix) all regulations or guidelines promutgated pursuant to all of the foregoing, as same may be amended from time to time; (x) Chapter 6 of the California Health and Safety Code; California Health and Safety Code §§ 25100 et seq. and §§ 25280 et seq.; (xi) the Safe Drinking Water and Toxic Enforcement Act of 1986, as amended (Proposition 65); and (xii) Title 22 of the California Code of Regulations (Division 4, Chapter 30).

"Equipment" has the meaning set forth in the UCC.

"Fixtures" has the meaning set forth in the UCC.

"Goods" has the meaning set forth in the UCC.

"Guarantor" means any guaranter of all or a portion of the Secured Obligations.

Course of the Lorent Landon March

STATE THE TOTAL THE STATE OF TH

"Guaranty" shall mean separate instruments, if any, entitled "Guaranty of Loan" of even date herewith executed for the benefit of Beneficiary.

Hazardous Substances" means any hazardous or toxic material, substance, pollutant, allergen, irritant, contaminant or waste, or similar terms, defined by or regulated as such under any Environmental Laws, including, but not limited to, petroleum and petroleum products, but shall not include (i) supplies for cleaning and maintenance in commercially reasonable amounts required for use in the ordinary course of business, provided such items are incidental to the use of the Property and are stored and used in compliance with all Environmental Laws, (ii) standard office supplies in commercially reasonable amounts required for use in the ordinary course of business, provided such items are incidental to the use of the Property and are stored and used in compliance with all Environmental Laws, or (iii) de minimis amounts of Hazardous Substances, the type of which is customarily present in the ordinary course of business of an industrial property for use in cleaning, maintenance and general use incidental to the operation of the Property, provided such Hazardous Substances are stored and used in compliance with all Environmental Laws.

"Improvements" means all buildings, structures, and improvements of any kind and nature now or beteather erected or located on the Land.

Land means the real property described on Exhibit A hereto, including all easements, rights, privileges, tenements, hereditaments, appureriances, access, air and development rights, minerals and oil and gas and other hydrocarbon substances belonging or pertaining in any way thereto, including all ways, waters, water courses, water rights and powers, liberties, privileges, sewers, pipes, conduits, wires, and other facilities furnishing utility or other services to such property.

"Leases" means all of Trustor's right, title and interest as lessor in and to all leases, occupancy or rental agreements, written or oral, now or hereafter affecting the Property or any part thereof and all of Trustor's rights to enter into any lease, occupancy agreement or rental agreement, written or oral.

"Lien" means, with respect to any asset: (a) any deed of trust, mortgage, lien, pledge, charge, security interest, or encumbrance of any kind in respect of such asset (or any agreement to give any of the foregoing, whether or not contingent on the occurrence of any future event); of (b) any undertaking (whether or not contingent) by a Person to grant any deed of trust, mortgage, lien, pledge, charge, security interest, or encumbrance to another Person on such asset.

"Material Adverse Change" means any event that would have a material and adverse effect upon (a) the business or the financial position or results of operation of Trustor, (b) the ability of Trustor to timely perform, or of Beneficiary to enforce, any of the Construction Loan Documents, or (c) the value of the Mortgaged Property taken as a whole.

"Mortgaged Property" means all of Trustor's right, title, interest, claim, demand, reversion, or remainder of any kind and nature whatsoever, either at law or in equity, whether in possession or expectancy, and whether now owned or hereafter acquired, in, to, and upon the following: (a) the Property; (b) all land lying in the bed of any street, road, highway, or avenue in front of or adjoining the Property; (c) all Chattels; (d) all awards made at any time by any governmental authority respecting the Property and arising from the exercise of the right of eminent domain, the alteration of the grade of any street, or any other injury to of decrease in the value of the Property; (e) all Leases of the Property or the Chattels or any part of either of the foregoing now or hereafter entered into and all cash, security deposits, advance rent, late charges, .... utilities charges, common area maintenance charges or other securities deposited thereunder to secure performance by the lessees of their obligations thereunder (whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms); (f) all rights to insurance proceeds and uncarned premiums arising from or relating to the Property or. the Chattels; (a) all rights and easements now or hereafter existing pertaining to the use and enjoyment of the Property or the Chattels; (h) all declarations of covenants; conditions; and restrictions affecting or relating to the Property; (i) all sales agreements, deposit receipts, escrow agreements, and other ancillary documents and agreements entered into respecting the sale to any Person(s) of all or any part of the Property and all deposits and other purceeds thereof; (j) all permits, plans, licenses, specifications, drawings, deposits, accounts, subdivision rights, tentative

FOREST TOUR OF W. TOWN COKNEY OUR

tract maps, final tract maps, securify interests, contracts, contract rights, certificates, variances, consents or other rights affecting or relating to the Property; (k) all Rents; (l) all proceeds and products of any kind and nature of any of the foregoing; (m) all escrow and deposit accounts held by Trustor, and (n) all mouses and other property which may from time to time become subject to the Lien of this Construction Deed of Trust or which may come into the possession or be subject to the control of Trustee or Beneficiary, it being the intention of Trustor that all property required to be subjected to the Lien of this Construction Deed of Trust or intended to be so subjected shall infinediately be included as "Mortgaged Property" upon the acquisition thereof by Trustor as if such property was now owned by Trustor and specifically described in this Construction Deed of Trust, Beneficiary being authorized to receive all such property as and for additional security for the payment in full of the Secured Obligations and all other sums secured or intended to be secured hereby; provided that "Mostgaged Property" shall not include any Hazardous Substance.

"Note" means that certain Promissory Note, executed concurrently herewith (the same date as the Construction Deed of Trust), executed by Trustor in favor of Beneficiary, and all permitted alterations, amendments, changes, extensions, modifications, renewals, or supplements to or any of the foregoing. The terms and the amount of Trustor's indebtedness on said Note are incorporated herein by reference.

"Permitted Liens" means the liens on the Property and other title matters contained in that certain Preliminary Title Report, dated March 7, 2007, from First American Title Company, that have been approved by Beneficiary or its counsel in writing.

"Person" means an individual, parmership, corporation, business trust, joint stock company, trust, unincorporated association, syndicate, joint venture, or governmental authority.

"Personal Property" means all Mortgaged Property that does not constitute real property under the laws of the State of California.

"Property" means, collectively, the Land and the Improvements.

"Remediation" means the investigation of the environmental condition of the Mortgaged Property, the preparation of any feasibility studies, reports, or remedial plans regarding Hazardous Substances relating to the Mortgaged Property, and the performance of any cleanup, abstement, removal, remediation, containment, operation, maintenance, monitoring, or restoration work, whether on or off of the Montgaged Property, relating to the Montgaged Property.

"Rems" means all present and future rents, issues, profits, revenues, income, royalties, receipts, earnings, option payments (including oil, gas and mineral royalties) and other benefits to which Trustor may now or hereafter be entitled from; or receive in connection with the use of, the Property or the Chatels.

"Secured Obligations" means all obligations, indebtedness, and liabilities of Trustor of every kind and character owed to Beneficiary arising under:

versions discussion demonsts and enterests on the fall advantaged only on contacts of articular contacts and a

-5-

LA-#188099 v1

- (a) the Construction Loan Documents (including without limitation, the Note and this Construction Deed of Trust); or
- (6) any other evidence of any such obligations indebtedness and liabilities if such evidence provides that such obligations, indebtedness and liabilities are secured hereby (or are expressly endorsed by mutual agreement of Truster and Beneficiary to so provide); or
- (c) any funds later advanced by Beneficiary to or for the benefit of Trustor under any provision of any of the Construction Loan Decements:
- (d) any amendment, modification, extension, rearrangement, restatement, renewal, substitution or replacement of any of the foregoing, and including such obligations, indebtedness, and liabilities arising uniter successive transactions renewing, increasing, extending or continuing any of the foregoing, changing the interest rate or other terms thereof, or creating new or additional obligations, indebtedness, and liabilities after prior obligations indebtedness, or liabilities have been in whole or in part satisfied, and further including all such obligations, indebtedness, and habilities however arising, whether for principal, interest (including interest that, but for the filing of a petition under the Bankruptcy Code with respect to Trustor would have accused on any such obligations, indebtedness, or liabilities), letter of credit reimburstament obligations, less ough, expenses, premitting charges, attoracys less, or indemnity obligations, whether heretofore, now, or hereafter made, incurred or created, whether absolute or contingent, whether liquidated or unfliquidated, whether Trustor may be liable individually or jointly with others, and whether made, incurred, or created before or after any entry of an order for relief with respect to Trustor in a case under the Bankruptcy Code. Secured Obligations shall include all amounts disbursed to Trustor under the Construction Deed of Trust shall be treated as if they were disbursed prior to this Construction Deed of Trust and shall be superior to all other Liens or encumbrances against the Property.

"Trustee" means the Person identified as the trustee in the introduction to this Construction Deed of Trust and any successor or assign in such capacity.

"Trustor" means the Persons identified as the Trustor in the introduction to this Construction Deed of Trust, and any successor or assign of such Person (whether by operation of law or otherwise), including any "Trustee" (as defined in the Bankruptcy Code) or debtor-in-possession, and any successor or assign arising out of any merger or reorganization involving such Person, whether such Person is the surviving or disappearing Person.

"UCC" means the California Commercial Code

Construction. Unless the context of this Construction Deed of Trust clearly requires otherwise: (a) references to the plural include the singular and to the singular include the plural; (b) references to any gender include any other gender; (c) the part includes the whole; (d) the terms "include" and "including" are not limiting; and (e) the term "or" has the inclusive meaning represented by the phrase "and/or." The terms "hereof," "herein; "hereby," and "hereunder," and other similar terms in this Construction Deed of Trust, refer to this

Construction Deed of Trust as a whole and not to any particular provision of this Construction Deed of Trust. References in this Construction Deed of Trust to any "determination," or any matter being "determined," by Beneficiary include good faith estimates (in the case of quantitative determinations) and good faith beliefs (in the case of qualitative determinations) by Beneficiary and mean that any such determination so made shall be conclusive absent manifest error. Unless otherwise specified, section, subsection, exhibit, and schedule references are to this Construction Deed of Trust. Any exhibit or schedule attached hereto is incorporated herein by this reference. Any reference to any statute, law, rule, or regulation shall include all amendments, modifications, and supplements thereto or thereof.

#### 2. THE SECURITY.

2.1 Grant of Security Interests and Lieus. To secure the prompt payment and performance in full of all Secured Obligations, Trustor irrevocably and unconditionally: (a) GRANTS, CONVEYS, TRANSPERS HYPOTHECATES, AND ASSIGNS to Trustee in trust WITH POWER OF SALE, for the benefit and security of Beneficiary, all of the Morrgaged Property other than Personal Property; and (b) grants to Beneficiary a continuing security interest in, to, and upon the Personal Property.

in valktara e emainada.

2.2 Assipantent of Leases and Rents. Trustor hereby assigns to Beneficiary all its right, title and intelest in all Leases, present and future of the Mortgaged Property or any portion thereof and all Rents. This assignment is a present absolute and complete assignment from Trustor to Beneficiary and is not merely the granting of a security interest. The parties hereto further intend that the Rents (and any payments made in lieu of rents) be hereby absolutely assigned, so that such Rents are no longer the property of Trustor during the term of this Construction Dead of Trust and do not constitute any of the assets of any estate of Trustor as defined by 11 USC \$541 of the U.S. Bankruptcy Code and that such Rents will not constitute collateral, cash or otherwise, of Beneficiary. The acceptance of this assignment of Leases by Beneficiary is subject to the following: so long as there shall exist no Event of Default. Trustor shall have a revocable license from Beneficiary to collect, when due, all Rents and to retain and use the same (subject first to payment of any installment then due under the Note and any other payments then due under any of the other Loan Documents). Upon the occurrence of an Event of Default, Trustor's license shall automatically terminate without regard to the adequacy of Beneficiary's other scourity for the Secured Obligations and without notice to ar demand upon Trustor. Beneficiary shall not exercise any of the rights or powers conferred upon it under this Section until an Event of Default shall occur and be continuing, but upon the occurrence and during the continuance of any such Event of Default, Beneficiary shall be entitled to all Rents and other amounts then due under the Leases and thereafter accruing, and this assignment shall constitute a direction to and full authority to the subject lessees and each of them, to pay all such amounts to Beneficiary without proof of the Event of Default relied upon. Said lessees are hereby irrevocably authorized to rely upon and comply with any notice or demand by Beneficiary for the payment to Beneficiary of any rental or other sums, which may be or thereafter become due under the Leases, or for the performance of any of said lessee's undertakings under the Leases and shall have no right or duty to inquire as to whether any Event of Default has actually occurred or is continuing

that or other death to hear anyto properly all the property relief that the high sections of the contract of

EXPERIENCE TO BE VEHICLE PROBLEMS OF THE PROPERTY OF THE

Notwithstanding anything contained herein to the contrary, in no event shall this assignment be deemed to reduce the Secured Obligations by an amount in excess of the actual amount of cash received by Trustor under the Leases, whether before, during or after the concurrence of an Event of Default, and Toustor acknowledges that, in no event shall the Secured. Obligations be reduced by the value from time to time of the rents, income and profits of or fi the Mongaged Property: In addition, Beneficiary reserves the right, at any time, whether before or after the occurrence of an Event of Default, to recharacterize this assignment as merely constituting security for the Secured Obligations of Truster, to Beneficiary, which recharacterization shall be made by written notice delivered to Trustor. Trustor's receipt of any rents, issues, and profits pursuant to this assignment after the instrument of foreclosure proceedings, either by some action or by the affiving power of sale contained among deed of crust now or hereafter securing the Note: shall not dure an Event of Default, or affect such proceedings or sale. THIS ASSIGNMENT SHALL NOT CONSTRUITE OR EVIDENCE ANY PAYMENT. WHATSOEVER ON ACCOUNT OF THE SECURED OBLIGATIONS. AND THE SECURED. OBLIGATIONS SHALL: BE REDUCED BY AMOUNTS IN THE COLLECTION ACCOUNT ONLY IF AND TO THE EXTENT THAT SUCH AMOUNTS ARE ACTUALLY PAID TO BENEFICIARY AND APPLIED BY BENEFICIARY IN REDUCTION OF THE UNRAID PRINCIPAL BALANCE OF THE SECURED OBLIGATIONS.

This Construction Deed of Trust constitutes and evidences the trrevocable consent of Truster to the entry upon and taking possession of the Montgaged Property by Beneficiary pursuant to the foregoing assignment, whether or not sale or foreclosure proceedings have been instituted. The assignment of Repts included in Section 2.2 shall continue in effect until the Secured Obligations have been indefeasible repaid in full. Neither the exercise of any rights under this Section 2.2 by Beneficiary per the application of any Repts to the Secured Obligations shall cure on waive any Default or notice of Default berender or invalidate any act done pursuant berete.

- 2.3 Construction Deed of Trust as Financing Statement. This Construction Deed of Trust, among other things, constitutes a financing statement under the provisions of the UCC. This Construction Deed of Trust may be filed as a financing statement in such office or offices as financing statements are or shall be permitted to be filed and the fiting of this Construction Deed of Trust or a copy hereof shall constitute the filing of a financing statement under the terms, conditions and provisions of the UCC. The execution or filing hereof does not imply that any item of Personal Property is or will become a Fixture. As a fixture filing, this Construction Deed of Trust is intended to protect the parties hereto from unwarranted assertions by third Persons.
- 2.4 <u>Runther Security.</u> Trustor hereby assigns to Beneficiary, as further security for the indebtedness secured hereby. Trustor's interest in all agreements, contracts (including contracts) for the base or sale of the Property or any portion thereof), licenses and permits affecting the Property and any and all of Trustor's bask accounts, if any, currently held on deposited or deposited in the future with Beneficiary including, but not limited to, savings accounts, checking accounts, certificates of deposit, and meney market accounts. Such assignment shall not be construed as constant by Beneficiary to any agreement, contract license, or permit so assigned, or to impose upon Beneficiary any obligations with respect thereto. Trustor shall not cancel or amend any of the agreements, contracts, licenses and permits hereby assigned (nor permit any of the same to terminate if they are necessary or desirable for the operation of the Property or are

additionally bargained for security between Beneficiary and Trustor), without first obtaining, on each occasion, the written approval of Beneficiary, which approval shall not be unreasonably withheld of delayed. This Section 2.4 shall not be applicable to any agreement, contract, license or permit that terminates if it is assigned without the consent of any party thereto (other than Trustor) of issuer thereof, unless such consent has been obtained or this assignment is ratified by such party or issuer; nor shall this paragraph be construed as a present assignment of a contract, license or permit that Trustor is required by law to hold in order to operate the Mongaged Property for the purposes intended.

ras la respect timber. Labor la benerable sello messar perdam sa label montesponantes. 2.5 Security Agreement. This instrument is also a security agreement under the UCC. for any of the Montgared Property which, under applicable law, may be subject to a security interest under the UCC, whether adquired new or in the future, and all products and cash and non-cash proceeds thereof (collectively, "UCC Colleteral"); and Truster hereby grants to Beneficiary a security interest in the UICC Collateral to secure payment of the Secured Obligations and to secure the due, prompt and complete observance and performance of each and every obligation and agreement of Trestor contained herein and/or in any of the other Loan Documents. Trustor shall execute and deliver to Beneficiary, upon Beneficiary's request, financing statements, continuation statements, reflewals and amendments, in such form as Beneficiary may require to perfect or continue the perfection of this security interest and will pay the cost of filling the same in all public offices wherever filling is deemed by Beneficiary to be necessary or desirable. Trustor shall pay all filing costs and all costs and expenses of any record searches for financing statements that Beneficiary may require. Without the prior written consent of Beneficiary, Trustor shall not create or permit to exist any other lien or security interest in any of the UCC Collateral. If an Event of Default has occurred and is continuous Beneficiary shall have the remedies of a secured party under the UCC, in addition to all remedies provided by this Construction Deed of Trust or existing under applicable law. In exercising any remedies, Beneficiary may exercise its remedies against the UCC Collateral separately or together, and in any order, without in any way affecting the availability of Beneficiary's other remedies. The state of the court of the constitution of the court of the court of the

## 3. REFRESENTATIONS AND WARRANTIES OF TRUSTOR

Trustor represents and warrants as follows (which representations and warranties shall be true, correct, and complete at all times):

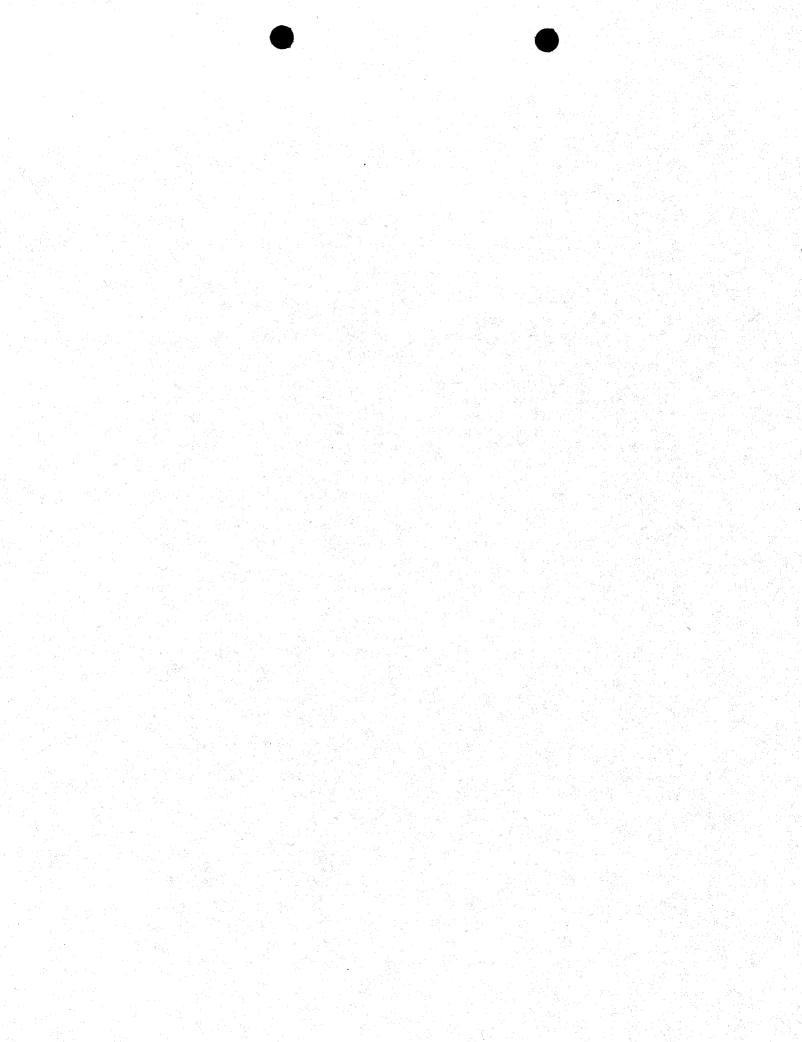
St. Existence and Power. Trustor, if other than natural persons: (a) is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (b) has all powers and all necessary governmental licenses, authorizations, consents, and approvals required to carry on its business as now conducted, except if the failure to comply with any of the foregoing could not, in the aggregate, reasonably be expected to result in a Material Adverse Change; (c) is duly licensed, registered or qualified to do business in each jurisdiction where licensing is required by the nature of Trustor's business, or the character and location of their property, business, or customers, except if the failure so to be licensed, registered or qualified to do business could not, in the aggregate, reasonably be expected to result in a Material Adverse Change, and (d) is licensed, registered of qualified to do business in the state where the Property is located.

- 3.2 No Contravention: No Default. The execution delivery, and performance by Truster of this Construction Deed of Trust do not and will not: (a) conflict with or result in any breach or contravention of, or the creation of any Lien times, any contractual obligation to which Truster is a party or any order, injunction, writ, or decrees of any governmental authority to which Truster or its properties are subject or (b) violate any law, rule, or regulation of any governmental authority.
- 3.3 Binding Effect. This Construction Deed of Trust constitutes the legal, valid, and binding obligation of Trustor; enforceable against Trustor in accordance with its terms.
- months and the body and the contraction Use of Hazardous Substances. Trustor is not using and neither Trustor nor, to the best of Truston's knowledge, any prior owner, occupant, or operator of the Property has used Hazardous Substances at or upont or in any way affecting, the Property in any manner which violates or violated any Environmental Law if such violation could, individually or in the aggregate, reasonably, be expected to have a material adverse effect on the Mortgaged Property or to result in a Material Adverse Change. To the best of Trustor's knowledge (a) there is no very Hazardous Substances et, on or in the Property, or within any improvement on the Property, or immediate or adjoining properties (which such immediate or adjoining properties contribute to or have contributed to environmental risks at, on or in the Property), nor have any Hazardous Substances been discharged from the Property or penetrated any surface or subsurface rivers or streams crossing or adjoining the Property or the aquifer underlying the Property; (b) Trastor has not received any notice of non-compliance or alleged non-compliance with respect to Hazardous Substances from any authority flaving jurisdiction over the Property; (c) to the best of Trustor's knowledge, the Property under its ownership and previous ownership was not used as a dump site or storage facility for Hazardous Substances; (d) except as otherwise disclosed in writing to Beneficiary prior to the date hereof, the Mortgaged Property has not been designated as Border. Zone Property under the provisions of California Health and Safety Code Section 25220 et seq. or any regulation adopted in accordance therewith, and (e) there has been no occurrence or condition on any real property adjoining or in the vicinity of the Mortgaged Property that is reasonably likely to cause the Preperty or any part thereof to be designated as Border Zone Property.
- 3.5 Condition and Operation of the Mortgaged Property. Trustor shall do all reasonable things necessary to the satisfaction of Beneficiary, based on the character and nature of use of the Mortgaged Property, to: (a) keep the Mortgaged Property (including all landscaping) in good condition and repair and to prevent any waste and deterioration thereof; (b) operate the Mortgaged Property in a first class manner for the purpose for which it is constructed; (c) keep all improvements free of termines, dry rot, wood berefs and all similar destructive pests; (d) prevent any change to, or in the use of, the Mortgaged Property which will in any way increase the risk of fire or other hazard arising from the use thereof, and (d) prevent, except with Beneficiary's prior written consent, any material changes in the nature of the occupancy or use of the whole or any part of the Mortgaged Property, from such nature for which the Mortgaged Property or such part is intended on the date hereof.

- 10 -

Property of the paint flowers and to east construct the second of the constant of the second of the

mayer's ref the arrivers



### 4. COMENIANTS OF TRUSTOR

- 4.1 <u>Title to Property and Chattels</u>. Trustor shall at all times possess good and marketable title to and an indefeasible fee estate in the Property, free and clear of all Liens other than Permitted Liens. Trustor shall at all times hold good and marketable title to the Personal Property, free and clear of all Liens other than Permitted Liens.
- 4.2 <u>Preservation of Existence</u> Truster shall do all things necessary to preserve and keep in full force and effect its existence, franchises, rights, and privileges as a business under the laws of the state of its formation.
- 4.3 Further Assurances. Trustor shall, at its sole cost and expense, perform, execute, acknowledge, or deliver all acts, deeds, conveyances, deeds of trust, assignments, notices of assignments, transfers, and assurances as Trustee or Beneficiary may from time to time reasonably require for purposes of better assuring, conveying, assigning, pledging, mortgaging, warranting, or confurning unto Trustee all or any portion of the Mortgaged Property, the property and rights conveyed or assigned hereunder or which Truster must hereafter convey or assign to Trustee, or for carrying out the intention or fatilitating the performance of the terms of this Construction Deed of Trust.
- 4.4 ... Taxes. Assessments, and Insurance. Subject to applicable law or to a written waiver-by Beneficiary. Truster shall pay to Beneficiary, on the day monthly payments are due under the Note, until the Note is paid in full, an amount equal to one-twelfth (1/12) of:
- (a) yearly real estate taxes, assessments or other governmental charges that may be assessed, levied, imposed or attain priority under this Construction Deed of Trust; and
  - (b) yearly insurance premiums.
- Escrow Waiver. Should Beneficiary waive Trustor's obligation to pay tastes. assessments, and insurance pursuant to Section 4.4 and Trustor thereafter defaults in the payment of any such taxes, assessments, other governmental charges or insurance or in making necessary repairs to the Property, Beneficiary may pay such taxes, assessments, other governmental charges or insurance and make such repairs, and the monies so paid by it shall be a further lien on the Property, payable forthwith, with interest at the rate of two percent (2.0%) greater than the Applicable Interest Rate (as such term is defined in the Note). Beneficiary may make advances pursuant to this Section 4.5 or pursuant to Section 4.16, without curing Truster's Default and without waiving Beneficiary's right of foreclosure or any other right or remetly of Beneficiary under this Construction Deed of Trust. Beneficiary's right to make advances pursuant to this Section 4.5 shall be at its option, and not obligatory. Beneficiary shall not be liable in any case for failure to exercise such right or for failure to confirme exercising such right once having exercised it. In the event of Beneficiary's waiver of Trustor's obligations under Section 4.4. Trustor's failure to pay taxes, assessments and/or other governmental charges assessed against the Property, or any installment thereof, or any insurance premium upon policies covering the Property or any part thereof, shall constitute waste (although the meaning of the term waste shall not necessarily be limited to such nonpayment) and shall entitle Beneficiary to all remedies provided for herein.

TO POLICE THE SEE THE PROPERTY WITH ME TO

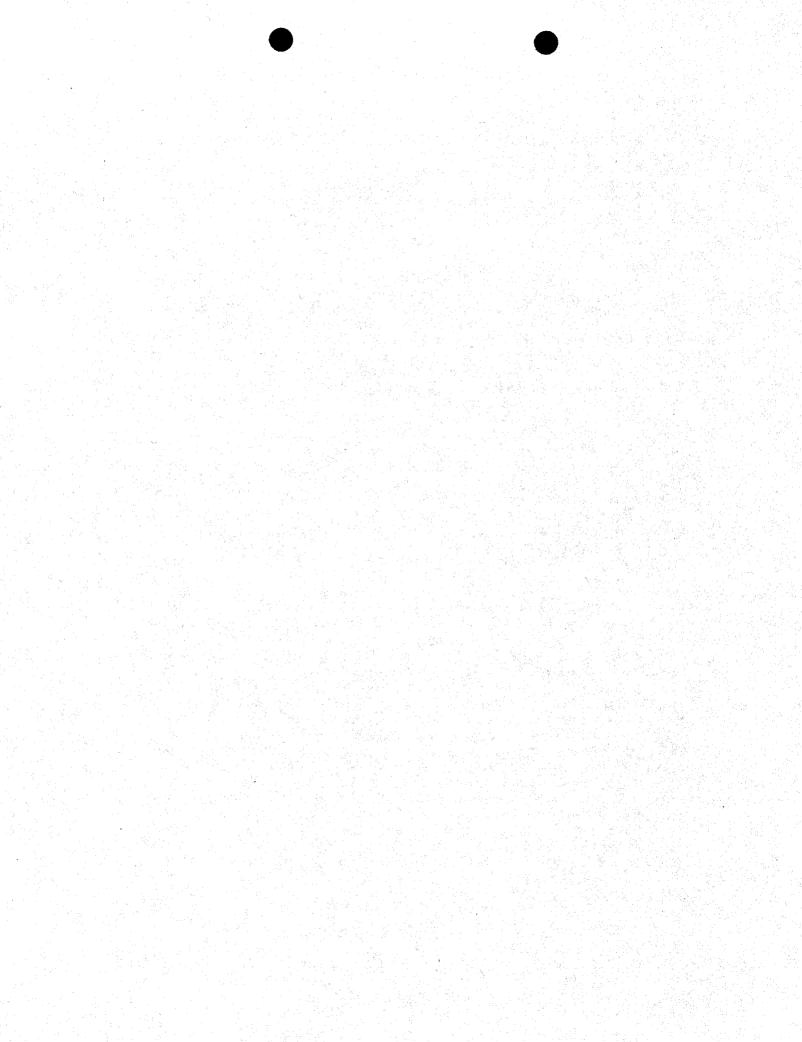
46 Mechanic's Liens. Truston shall pay when the same shall become due all lawful claims and demands of mechanics, materialmen, laborers, and others, which, if dupaid, might result in or permit the oreation of, a Lien on the Mortgaged Property or any portion thereof. Notwithstanding the foregoing, Trustor shall have the right to provide a bond in an amount required by the California Civil Code to release any mechanic's lien of record in the event Trustor disputes amount of such lien.

term bearings of a bound and for and a new of his grandings to probe his process.

#### 47 and Insurance. The relation of the teachers are property of the second

(a) Insurance Policies and Premiums. Truster shall obtain and maintain: (i) insurance of the type necessary to insure the improvements and Chattels, for the lesser of (1) the full replacement cost thereof, or (2) the unpaid principal balance of the Construction Loan, against any loss by fire lightning, windstorm, hail, explosion (subject to certain exceptions), aircraft, smoke damage, vehicle damage, and other risks from time to time included under the "extended coverage" policies, but in any event in amounts sufficient to prevent Trustor from becoming a co-insular under such policies; (ii) combined single limit bodily injury and property damage insurance against any less, liability, or damage on, about or relating to the Property, in .... an amount reasonably acceptable to Beneficiary (iii) flood insurance in an amount satisfactory to Beneficiary if the Property is located in a designated flood hazard area; (iv) all insurance required by the Construction bean Agreement, and (w) such other reasonable insurance as Beneficiary may require, including, but not limited to imputance coverage for rental and/or business interruption in an amount sufficient to cover the gross rental from the Property for a period of at least six (6) monday after Trustor has executed its initial lease of the Property: Such insurance shall be in form, content, and written by an insurer satisfactory to Beneficiary, shall with respect to hazard insurance and such other insurance as Beneficiary shall specify, name as the loss payer thereunder Trustor and Beneficiary, as their interests may appear, and shall contain a California Form 438 BFU (NS) Mortgagee endorsement or its local equivalent. All required policies will provide for at least thirty (80) days written notice to Beneficiary prior to the effective date of any cancellation or material amendment, which term shall include any reduction in the scope or limits of coverage and written motion to Beneficiary he later than ten (10) days following Trustor's failure to pay a premium that is due and payable. Trustor shall furnish to Beneficiary the original of each required instrumes policy, or a certified copy thereof together with a certificate of insurance setting forth the coverage, the limits of liability, the carrier, the policy number and the expiration date. As security for the Secured Obligations, Trustor florelly assigns to Beneficiary all required insurance policies, together with all proceeds thereof, rights thereto and all unearned premiums returnable upon cancellation. Trustor shall give Beneficiary prompt notice of any loss covered by such insurance and Beneficiary shall have the right to join Trustor in adjusting any loss. Any monies received as payment for any loss under any such insurance shall be paid over to Beneficiary to be applied at the option of Beneficiary either to the prepayment of the Secured Obligations, without premium, in such order as Beneficiary may elect, or shall be disbursed to Trustor under staged payment terms reasonably satisfactory to Beneficiary for application to the cost of repairs, replacements, or restorations (collectively, "Restorations") of any Improvement or Chartel damaged or destroyed, provided that if, at the time such mornes are received by Beneficiary there shall not then exist an Event of Default, such montes shall, upon the written request of Trustor, be disbursed to Trustor under staged payment terms reasonably satisfactory to Beneficiary for application to the cost of Restorations of any improvement or Chattel damaged or destroyed. All Restorations shall be

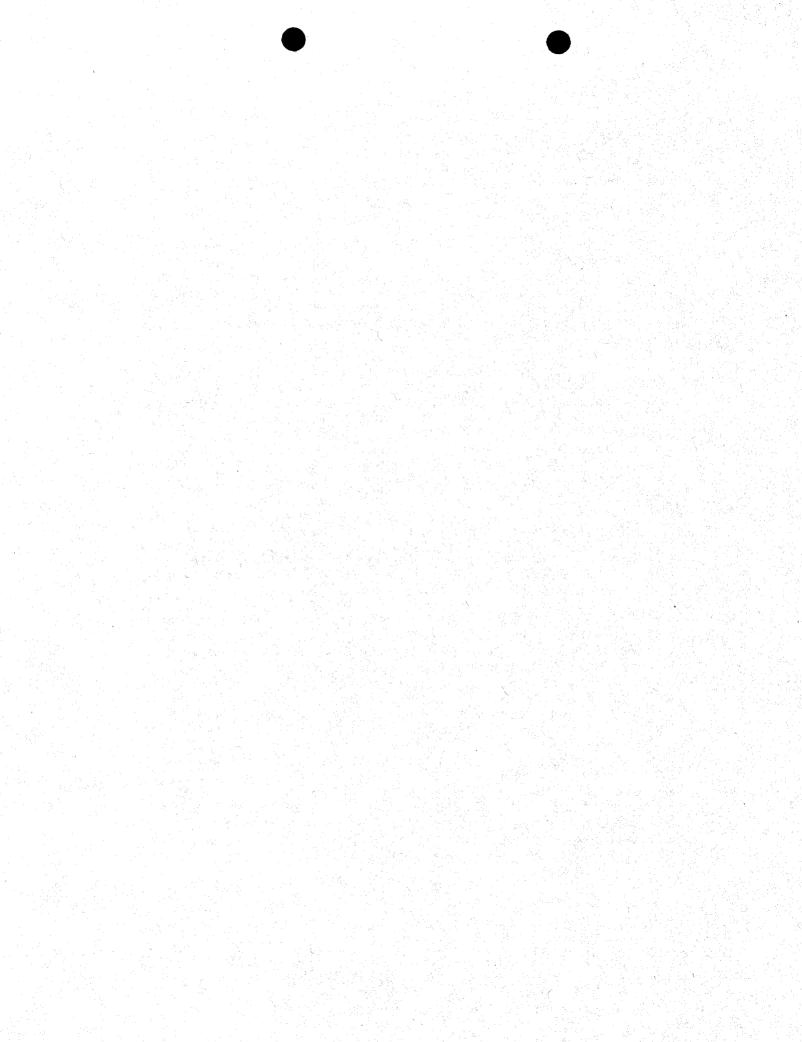
THE PARTY AND STORY OF THE PARTY WAS A PROPERTY OF THE REST



effected with reasonable promptness and shall be of a value at least equal to the value (prior to such damage on destruction) of the improvement or Chattel damaged or destroyed. Upon the occurrence and during the continuation of an Event of Default, all prepaid premiums or portions thereof allocable to the Mortgaged Property shall be the sole and absolute property of Beneficiary to be applied by Beneficiary to the payment of the Secured Obligations in such order as Beneficiary shall elect.

- (b) <u>Separate Insurance</u>. Trustor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained under this Section 4.7, unless Beneficiary is included thereon as a named insured with loss payable to Beneficiary under a standard California 438 BFU (NS) Wortgages endorsement, or its local equivalent. Trustor shall immediately notify Beneficiary whenever any such separate insurance is taken out, specifying the insurer thereunder and full particulars as to the policy or policies evidencing the same.
- 4.8 Europer Encumbrances. Truster shall not, except in accordance with the Construction Loan Commitment further encumber any interest in or all or any portion of the Mortgaged Property. ANY LIEN, OR OTHER ENCUMBRANCE MADE IN CONTRAVENTION OF THIS SECTION SHALL BE AN EVENT OF DEFAULT. Notwithstanding the foregoing, Beneficiary day, in its reasonable discretion, consent to any such prohibited transaction; provided that Beneficiary's consent may be made subject to a condition or conditions including an increase in the interest rate applicable to all or any portion of the Secured Obligations, a modification of any other terms respecting the Secured Obligations, or the payment of a fee.
- 4.9 <u>Compliance with Laws</u>. Trustor shall cause the Mortgaged Property to comply with all applicable laws, restrictive covenants, zoning and subdivision ordinances and building codes, regulations, rules, requirements, directions, orders and notices of violations issued by any governmental agency relating to or affecting the Property or the business or activity being conducted thereon, whether by Trustor or by any occupant thereof.
- 4-10 Repairs and Replacements. Trustor shall at all times maintain the Improvements and the Chattels in good order and condition and shall promptly make all repairs, renewals, replacements, additions, and improvements in connection therewith that are necessary or desirable to such end. No Improvements shall be removed demolished, or materially altered, nor shall any Chattels be removed from the Property; provided that, if an Event of Default has not occurred. Trustor may make appropriate replacements of Chattels, free of all Liens (other than Permitted Liens), so long as such replacements are immediately made and are of a value at least equal to the value of the Chattels removed.
- 4.11 Condemnation Proceedings: Awards Trustor shall immediately notify Beneficiary of any proceeding involving the condemnation or taking by eminent domain of all or any portion of the Mortgaged Property. Trustee and Beneficiary, or any designee or representative thereof, may participate in any such proceeding and Trustor shall deliver to Beneficiary all instruments requested by it to permit any such participation. Beneficiary shall be under no obligation to question the amount of any award and may accept the same in the amount paid but shall have no right to bind Trustor or to make settlement of Trustor's claim, except to

TO PERSON THE PERSON OF THE PARTY OF THE PAR



the extent of the interest of Trustee and Beneficiary. The pieceeds of any award received, after reimbursement of any expenses incurred by Beneficiary or Trustee in connection with such proceedings, shall, at Beneficiary's sole option, be applied to the repayment of the Secured Obligations in such order as Beneficiary may in its sole discretion elect (regardless of interest payable on the award by the condemning authority) or to the cost of restoration of the improvement or the Chattel so taken on such terms as shall be satisfactory to Beneficiary.

- 4.12 Leases and Rents. Trustor shall not execute a Lease or an assignment of Leases or Rents or any portion thereof except with the express prior written consent of the Beneficiary, which consent may be withfield in the sole and absolute discretion of the Beneficiary. Moreover, Trustor shall not in any other manner impairs in the reasonable opinion of Beneficiary, the value of all or any substantial portion of the Mortgaged Property or the security of the Toustee or Beneficiary for the payment of the Secured Obligations.
- 4.13 Use of Beneficiary's Name. Trustor shall not use Beneficiary's name or the name of any Person; controlling, controlled, by, or under common control with Beneficiary in connection with any of Trustor's activities, except as such use may be required by applicable law or regulation of any governmental authority.
- 4.14 <u>Post-Default Obligation for Rent</u> Upon the occurrence and during the continuation of any Event of Default, but subject to the exercise by Trustee or Beneficiary of either's right to exclude Trustor from all or any part of the Property, Trustor shall, in the event that Trustor in fact occupies the Property, pay the fair and reasonable rental value for the use and occupancy of the Mortgaged Property for such period and, upon default of any such payment shall vacate and surrender possession of the Property to Trustee or Beneficiary or to any duly appointed receiver, if any, and may be evicted by any summary action or proceeding for the recoveryor possession of the Property for non-payment of rent, however designated.

## and 1.15 Environmental Matters and the state of the control of the state of the sta

- (a) <u>Hazardous Substances</u>. Truster shall not permit the Property to be used to generate, manufacture, refine, transport, treat, store, handle dispose produce or process Hazardous Substances, except in compliance with all applicable Environmental Laws. In addition, Truster shall require and use its best efforts to ensure compliance by all operators and occupants of the Property with all applicable Environmental Laws. If Truster tenders a deed in lieu of foreclosure to Beneficiary, Truster shall deliver the Property to Beneficiary (or its designee) free of all Hazardous Substances. Notwithstanding anything to the contrary contained in Sections 4.15 or 4.17 of this Construction Deed of Trust, Truster's failure to comply with any of the provisions contained in Sections 4.15 or 4.17 of this Construction Deed of Trust shall not constitute an Event of Default if such failure results solely from facts and circumstances that were disclosed in writing and in all material respects to Beneficiary prior to the execution and delivery of this Construction Deed of Trust.
- (b) Hazardous Substance Investigations: Environmental Site Assessments and Environmental Audit Reports. Trustor shall, upon the reasonable request of Beneficiary, conduct and complete all reasonably appropriate investigations, studies, samplings and testings relative to Hazardous Substances at or affecting the Mortgaged Property. Trustor shall, promptly upon the

- 14 -

request of Beneficiary, provide Beneficiary, at Trustor's sole cost and expense; with an environmental site assessment or environmental and report, or an update of such assessment or report, by an environmental engineering firm acceptable to Beneficiary. Such assessment, report, or update shall be in form, scope and content satisfactory to Beneficiary and shall address such issues as Beneficiary may require.

- y terminasia na matambian at limia na nama dana na maha na hainat ) 👟 na promovina na Remediation. Notwithstanding the obligation of Trustor to indemnify Beneficiary pursuant to this Construction Deed of Thust or otherwise, Trustor shall, upon demand of Beneficiary, and at Trustor's sole cost and expense, promptly take all actions to effect a Remediation of all Hazardous Substances at or related to the Montgaged Property if Remediation is required by applicable Environmental Laws or is reasonably necessary to mitigate a violation of any Environmental Law or to allow full economic use of the Mortgaged Property or if Beneficiary believes that the environmental condition will impact the value of the Mortgaged Property. Trustor shall proceed continuously and diligently with such Remediation. All Remediation shall be performed: (i) by one or more contractors selected by Trustor and approved in advance and in writing by Beneficiary. (ii) in a good, safe and workmanlike manner in such a fashion so as to minimize any impact on the business conducted at the Mortgaged Property; and (iii) in accordance with all applicable Environmental Laws. Trustor shall bay all fees, costs, and expenses in connection with such Remediation and neither Trustee nor Beneficiary shall have any liability therefor. Trustor shall promptly provide Beneficiary with copies of testing results and reports that are generated in connection with any Remediation Within ten (10) days of demand therefor, Trustor shall provide Beneficiary with a bond, letter of credit, or similar financial assurance evidencing that sufficient fonds are available to Trustor to perform any Remedianion obligations required by this Section 4.15(c).
- (d) Nature of Obligations. The obligations of Frestor and the rights of Beneficiary under this Section 4.15 are in addition to and not in substitution of the obligations of Trustor and rights of Beneficiary under all applicable Environmental Laws. The obligations of Trustor and the rights of Beneficiary under this Section 4.15 and under all applicable Environmental Laws, notwithstanding anything contained herein or in any other document or agreement which may be construed to the contrary: (i) shall not be subject to any anti-deficiency laws or protections; and (ii) shall not be discharged, impaired, or affected in any way by, and shall survive, a foreclosure or trustee's sale, judicial sale or deed, or other transaction in lieu of such sale hereunder.

TO Property the to have

- (c) <u>Sole Reliance</u>. Notwithstanding anything to the contrary contained herein, the provisions of this Section 4.15 are solely for the benefit of Beneficiary and the other Indemnified Person (as defined in Section 9.9(c)), and no other Person is entitled to rely on the same.
- (f) Covenants. Trustor agrees that it shall (i) not cause or permit any Hazardous Substances to exist at, on or in the Property or within any improvement on the Property or discharge from the Property; (ii) comply and cause the Property to comply with all Environmental Laws; (iii) promptly pay any claim and remove any charge or lien upon the Property due to an Environmental Activity or Condition; (iv) not cause or permit any Hazardous Substances to exist on or discharge from any property owned or used by Trustor that would result in any charge or lien upon the Property; (v) notify Beneficiary of any Environmental

CHEST OF THE THE PARTY OF THE P

Activity or Condition within ten (10) days after Truster first has knowledge of such Environmental Activity or Condition, and (vi) cause or pennit no change to be made in the general use of the Property without Beneficiary's prior written consent.

4.16 Waste. Trustor will abstain from and will not suffer the commission of waste on the Property and will keep the buildings improvements fixtures, and equipment, now or hereafter thereon, in good repair and will make replacements thereto as and when the same become necessary. Trustor will comply with all laws, ordinances, regulations, and orders of all public authorities having jurisdiction over the Property relating to the use, occupancy, and maintenance thereof. Nothing herein shall be deemed to prohibit Truster from reasonably contesting the enforceability or applicability of any law, ordinance, regulation, or order; provided, however, that Beneficiary, in its sole discretion, may require that Teuster comply with any such law, ordinance, regulation, or order during the pendency of any such contest and all appeals there from. In the event the Property or any part thereof, in the sole judgment of Beneficiary, requires inspection, repair, care, or attention of any kind or nature not theretofore provided by Trustor, Beneficiary may (without being obligated to do so) enter or cause entry to be made upon the Property and inspect, repair, and/or maintain the same as Beneficiary may deem reasonably necessary or advisable, and may (without being obligated to do so) make such expenditures and outlays of money as Beneficiary may deem appropriate for the preservation of the Property. All expenditures and outlays of money made by Beneficiary, pursuant herete, shall be secured hereby, shall be payable forthwith, and shall bear interest at the default rate provided in the Note. Subject to the rights of tenants under existing Leases. Beneficiary shall have the right at any time, and from time to time, to enter the Property for the purpose of inspecting the same. Trustor will not permit the Property, or any portion thereof; to be used for any unlawful purpose. No building or other improvement on any past of the Property shall be removed, demolished, or materially altered without the prior written consent of Beneficiary, except that Trustor shall have the right, without such consent to remove and dispose or, free from the lien of this Construction Deed of Trust, such personality and equipment as from hime to time may become worn out or obsolete, provided that (a) simultaneously with or prior to such removal, any such equipment shall be replaced with other new equipment of like kind and quality, free from any security interest; lien, or encumbrance, and by such removal and replacement Trestor shall be deemed to have subjected the replacement equipment to the lies of this Construction Deed of Trust; and (b) any net eash proceeds received from such disposition shall be promptly paid over to Beneficiary to be applied to the last installment(s) due on the Note, without any charge for prepayment of materials of the second prepayment of the second propayment of the control of the second propayment.

4.17 Compliance with Federal Law. Trustor will comply with and to the extent required by law, keep the Mortgaged Property in compliance with the Fair Housing Amendments Act of 1988, the Americans with Disabilities Act of 1990, and any other Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or degree regulating, relating to, or imposing liability or standards of conduct relating to barrier free access or access of the handicapped or disabled to the Mortgaged Property (collectively, "Access Laws"). The Trustor hereby indemnifies the Beneficiary and agrees to hold the Beneficiary harmless from and against all losses, liabilities, damages, injuries, costs, expenses, and claims of any and every kind whatsoever paid, incurred or suffected by, or asserted against, the Beneficiary for violations or alleged violation of the Access Laws relating to the Mortgaged Property.

Control (2002) All so the clear to be explaned, by the trong titl bis point from the court

ELEPOCENT TRATTURE CASE

Financial Statements. Truster shall submit to Beneficiary, annually by April 30th of each year, a financial statement of the Trustor showing the mancial condition of Prustor. Further, Trustor shall submit to Beneficiary, annual financial statements and rent rolls, both of which are to be certified by Trustor, showing the financial condition and detailed record of income and expenses of the Mortgaged Property within one hundred twenty (120) days after the end of each fiscal year of the Trustor. All financial statements and other information provided by Trustor hereunder shall be in a form that is acceptable to Beneficiary and all costs of providing the same shall be borne entirely by Trustor.

supervised and one to wanted them to other heart and configuration.

# CONVEYANCE. I reference to be seen the rest production to reach the second contraction.

5.1 Gorveyance: Trustor acknowledges that Beneficiary has examined and rehed on the creditworthiness and experience of Trustor in agreeing to make the Construction Loan secured hereby. Trustor agrees that Trustor shall not, without the prior written consent of Beneficiary, which may be given or withheld in Beneficiary's sole and absolute discretion, do or permit any of the following (hereinafter any of the following is sometimes referred to as a "Transfer"); sell, convey, morgage, grant, bargain, encumber, assign, hypothecate or otherwise transfer the Property or any part thereof or innerest therein (legal or equitable) or permit the Property of any part thereof to be sold, conveyed, mortigaged, granted, bargained, encumbered, assigned, or officivise transferred and that if Trustor does so without the prior written consent of Beneficiary, Beneficiary may, in its sole discretion declare the entire indebtedness secured by the Deed of Trust initiacidately due and payable regardless of the date of maturity.

the grant of the second property is the transfer the Property for the junction of inspectant, that A Transfer within the meaning of this Article 5 shall be deemed to include (a) an installment sales agreement wherein Trustor agrees to sell the Property or any part thereof for a more price to be paid in installments; (b) an agreement by Trustor leasing any part of the Property or a sale, assignment of other transfer of, or the grant of a security interest in. Trustor's right, title and interestrin and to any Leases or any Remis (c) if Truspor is is other than a natural person. Trustor shall not make, suffer or permit any change in the ownership or control of the Trustor, whether by (i) sale of assets, (ii) merger, (iii) consolidation, (iv) sale of stock interest. (v) assignment of a partition's on member's interest; (vi) any circumsntances under which David R. Brudvik ceases to be the Manager of the Trustor, or (vii) any other ejecumentances where the effect is that more than forty-mine percent (49%) of the ownership or benefoial interest in Trustor becomes vested in persons or entities not having an ownership interest in frustor as of the date of this Construsction Deed of Trust excluding, however a transfer by devise or succession to the heirs devisees, or legatess of those having a present ownerhain interst in Trustor or a transfer in trust for benefit of such heirs. ANY TRANSPER MADE IN CONTRAVENTION OF THIS ARTICLE 5 SHALL BE AN EVENT OF DEFAULT.

tales and the Associated State of State of the Commission of the State 5.2 Petmitted Sales and Partial Reconveyance. Notwithstanding any other provision of this Construction Deed of Trust to the contrary, Trustor shall have the right to sell, convey or otherwise transfer individual single family homes (each a "Residence") (of the five (5) such single family homes contemplated by the Construction bean Documents) to third parties and and Beneficiary will cause the lien created by this Deed of Trust to be released as to each particular Residence, provided that the principal outstanding balance of the Construction Loan must be paid down by an amount equal to Five Hundred Seventy-Two Thousand Dollars and No Cents (\$572,00.00) per Residence to be released. In the event that the actual loan amount or cost

TRIONING CONCRETE CONTRACTOR SERVICE AND AND CONTRACTOR

budget increases from the amounts set forth in this Section (which shall only occur with the prior written, consent of the Beneficiary as such consent may be granted or withheld in the Beneficiary's sole and absolute discretion), the release price for the individual Residences shall increase proportionately. If the actual loan amount or cost budget decreases, there shall be no decrease in the amounts set forth in this Section.

and the control of th

# 6. EVENTS OF DEFAULT AND REMEDIES.

- 6.1 Events of Default. Any "Event of Default" (as that term is defined in the Construction Loan Decuments) shall constitute an event of default (as such an "Event of Default") hereunder, including, but not limited to:
- (a) Failure by Trustor to: (i) pay any amounts, installment or additional payment when due under the Note; or (ii) make any additional payments as and at the time required under this Construction Deed of Trust; or (iii) promptly and faithfully perform all of the other terms, covenants and conditions of the Note, this Construction Deed of Trust or any other Loan Document; or (iv) Default under any of the Permitted Liens, if not cured within any cure period given in the Remnitted Liens.
- (b) Appointment by a court of competent jurisdiction of a receiver, liquidator or trustee of Trustor or for any property of Trustor unless such appointment is discharged within sixty (60) days from the date thereof.
- bankrupt or insolvent, or the sequestration of any of Trustor's property, if such decree is not discharged or permanently stayed for sixty (60) days after the entry thereof.
- (d) The filing of a petition in bank upticy, against Trustor pursuant to the Federal Bankimptey Act or any other similar applicable statute as is now or may hereafter be in effect, which petition is not dismissed within sixty (60) days from the date of service thereof.
- bankruptcy law.
- (f) Consent by Trustor to the filing of any bankruptcy petition against Trustor under any bankruptcy law.
- (E). An assignment by Truster for the benefit of creditors or a written admission by Truster of inability to pay debts generally as they become due.
- (b) E. Consent by Trustor to the appointment of a receiver, trustee or liquidator of Trustor for all or any part of their respective property.
- (i) Failure by Trustor to comply with all of the material terms, covenants and provisions of any and all leases or other agreements, documents or restrictions that now encumber, affect or pertain to the Mortgaged Property or any portion thereof and the failure to timely cure any default thereunder.

- 18 -

(j) A determination that Trustor has failed to disclose or made an incomplete disclosure of a material nature upon which Beneficiary relied upon in its agreement to make the loan to Truster for which this Construction Deed of Trust is being made. A default by Trustor in any Loan Document or by any guaranter under any guaranty, or other Loan Document. PARTE OF THE ANALYSIS TO STATE A default by Trustor under any other indebtedness now or hereafter owing to Beneficiary on which Trustor or any guarantof is a maker or a guarantor, and such default is not cured within the applicable cure period, if any, under the instruments evidencing and securing such indebtedness. (m) An attachment, execution of other judicial seizure of any property of Trustof or any guaranter and such seizure is not discharged within ten (10) days. and the line arrowers of ballions for a common (1887 to MARKE TO BUT HORKSHIP TO SEE (n) Any damage to the Mortgageti Property in any manner which is not covered by insurance solely as a result of Truston's failure to maintain insurance required in accordance with this Construction Deed of Trust and Trustor shall have failed within twenty (20) days after the occurrence of such damage to deposit with Beneficiary cash in an amount equal to the insurance proceeds which would have been available were such insurance carried as required, or such other collateral security as shall be satisfactory to Beneficiary, in Beneficiary's determination north and it will be the (e) Truster transfers or encumbers day portion of the Mongaged Property in a manner inconsistent with the terms of this Construction Deed of Trust Sheet that the county found the street of the county for the property of the position of Any representation or disclosure made to Beneficiary by Trustor in connection with the Construction Loan evidenced by the Note proves to be materially false or misleading when made; whether or not that representation or disclosure is expressly set forth in the Construction Foun Documents (d) This Construction Deed of Trust ceases to constitute a valid lien and/or security interest encumbering the Mortgaged Property, or any portion thereof. 6.2 Rights and Remedies Upon Default and constraint on many Generally. Upon the occurrence and during the continuation of an Event of Default and in accordance with the provisions of the Construction Loan Documents, Beneficiary shall have all of the following rights and remedies: (i) Acceleration of Obligations. Any Event of Default, as defined herein including, but not limited to the specific Events of Default listed in Section 6.1, shall be deemed events of default hereunder and shall entitle Beneficiary, at its option and without notice except if provided for herein to declare all Secured Obligations to be, and such amounts shall

-19-

thereupon become, immediately due and payable and without presentment, demand, protest, notice intent to accelerate, notice of intent to accelerate, or other notice of any kind, all of which

are hereby waived by Trustor.

LESS BY VICENIA AND CHARLES INCOME.

(ii) Other Actions. Beneficiary, or any of its agents, designees, attorneys, or receivers, shall have all rights and remedies available to it under each of the Construction Loan Documents, at law, in equity, or otherwise. Without limiting the generality of the foregoing, Beneficiary, or any of its agents, designees, attorneys, or receivers: (A) may enter upon all or any part of the Property and may exclude the party owning the belieficial interest in same and its agents, designees, and servants wholly there from; ealbaras birt arturi garbrita sir may use, operate, manage, and control all or any portion of the Mortgaged Property for any lawful purpose and conduct the business thereof: may, upon any entry of the Property, at the expense of Trustor: (1) either by purchase, repairs, or construction, maintain and restore the Mortgaged Property: (2) complete the construction of any Improvements and in the course of such completion may make such changes in the contemplated Improvements as Beneficiary may deem desirable; and (3) make all necessary or proper repairs, renewals, replacements, alterations, additions, betterments, and improvements to the Mortgaged Property or any part thereof and thereon as Beneficiary may deem advisable. thereon as Beneficiary may deem advisable. (D) may, at the expense of Trustor, instine or reinstine all or any portion of the Worksheed Property as provided in Section 4.7, (E) may exercise all rights and powers of the party owning all or any portion of the Monteaged Property Cither in the matter of such party of otherwise as Beneficiary shall deem advisable and may incur the risks and obligations ordinarily incurred by owners of property (without any personal obligation on the part of the receiver); The Survey of Court (F) may collect and receive all Rents; been instant to make a feature of the make accommon as wanted a common or tradest business. (C): may negotiate with governmental authorities with respect to the Mentagged Property's environmental compliance and remedial measures and may take any action necessary to enforce compliance with any Environmental Law, including spending Rents to abate the problems of the cost of the c equipacions serie, and SCCOMD, all equipaces again advanced, at suprended by Barricines under of CHAIL polyment (H) a may make terminate enforce or modify leases of all or any position of the Montgaged Property upon such terms and conditions as Beneficiary deems are advisables there increase to energy what also dear ment approximate therefore the little and Many four to leader a solution of the control of may contract for goods and services, and hire agents, employees, and counsel necessary, in Beneficiary's judgment, to protect or enhance the Lien bereduced as a secretary of a character applies the Comptention Dand of Trees, the confidence that confidence and the confidenc

desirable to comply with Trustor's obligations bereunder or under any of the other Loan

Documents; and

- (K) shall have the exclusive right to adjust all losses payable under any insurance policies maintained pursuant to this Construction Deed of Trust without any liability to Trustor whatsoever in respect of such adjustments.
- (b) Additional Rights and Remedies. Without limiting the generality of the provisions contained in Section 6.2(a), upon the occurrence and during the continuation of an Event of Default and in accordance with the provisions of the Note, Beneficiary shall have all of the following rights and remedies:

# de l'experience de la liverage des proposes and company and company to the contract of the con

- (A) Beneficiary may declare all Secured Obligations immediately due and payable by delivery to Trustee of a written declaration of default and demand for sale and written notice of default and of election to cause the Mortgaged Property to be sold. After the lapse of such time as may then be required by law following notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Mortgaged Property at the time and place fixed by Trustee in such notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. If the Mortgaged Property consists of several known lots or parcels, Beneficiary may designate the order in which such parcels shall be sold or offered for sale. Any Person, including Trustor, Trustee, or Beneficiary, may purchase at such sale. Trustee may postpone sale of all or any portion of the Mortgaged Property by public announcement at such time and place of sale and, from time to time thereafter, may postpone such sale by public announcement at the time fixed by the preceding postponement.
- (B) Trustee, after making such sale, and upon receipt of the purchase price, shall make, execute, and deliver to the purchaser(s) its deed(s) conveying the Mortgaged Property so sold, but without any covenant or warranty, express or implied, and without any representation, express or implied, as to the existence, or lack thereof, of Hazardous Substances on the Mortgaged Property, and shall apply the proceeds of sale thereof to the payment of: FIRST, the costs, fees and expenses of such sale, together with the reasonable expenses of this trust, including Trustee's fees and the cost of obtaining evidence of title in connection with sale; SECOND, all moneys paid, advanced, or expended by Beneficiary under the terms hereof, not then repaid, together with interest thereon as herein provided; THIRD, the amount of the principal and interest comprising the Secured Obligations then remaining unpaid; and LAST, any proceeds remaining from such sale to the person or persons legally entitled thereto, upon satisfactory proof of such right.
- and the execution of a deed or deeds therefor under this Construction Deed of Trust, the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof and of the fact that such sale was regularly and validly made in accordance with all requirements of the laws of the State of California and of this Construction Deed of Trust. Any such deed(s), with such recitals therein, shall be effectual and conclusive against Trustor and all other Persons and the receipt for the purchase money recited or contained in any deed executed to any such purchaser

amenge and hen animore but there are continue again

BENEFIT SERVICES OF PRINCE WITH SOME

shall be sufficient discharge to such purchaser from all obligations to see to the proper application of the purchase money according to the terms hereof.

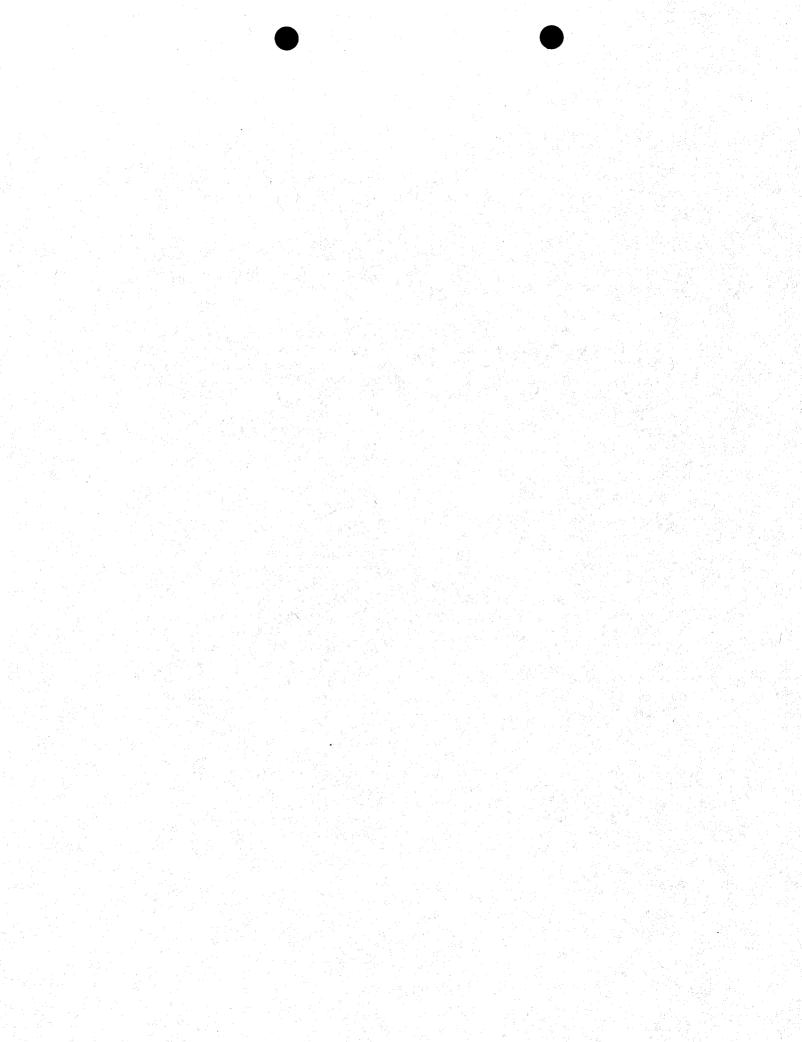
- Truster absolutely, unconditionally, knowingly. expressly waives any right to require any sale of the Mertgaged Property made hereunder to be made in parcels and any right to select any parcels to be so sold. erine of a section
- (ii) <u>Judicial Forcelocure</u>. Beneficiary may commence an appropriate action or proceeding in any court of competent jurisdiction to forcelose the fien of this Construction Elect of Trust as a mortgage or to enforce specifically any of the covenants and agreements contained in the Construction Beed of Trust or in any other Loan Document.
- (iii) Appointment of Receiver. Upon the occurrence and during the continuation of an Event of Default or upon the commencement of any proceedings to foreclose or enforce this Construction Doed of Trust, to enforce the specific performance hereof or to enforce any right of Trustee or Beneficiary hereunder, Beneficiary shall be entitled, as a matter of right, if it so elects, without the giving of notice to any other Person and without segard to the of right, it is so clears, without the giving of noote to be used. Obligations, either before or after declaring all sums evidenced by any of the Construction Loan Documents to be due and payable, to the appointment of a receiver or receivers with respect to the Mortgaged Property.

# (iv) Environmental Actions.

(A) Upon written notice, and without releasing Trustor from any obligation hereunder, Beneficiary may perform such acts and things as Beneficiary deems necessary or desirable to inspect, investigate, assess, and protect the Lien hereof and Beneficiary's rights hereunder, including any of its other rights: (1) to obtain a court order to enforce Beneficiary's right to enter and inspect the Montgaged Property under California Civil Code Section 2929.5, as to which the decision of Beneficiary as to whether there exists a release or threatened release of a Hazardous Substances onto the Mortgaged Property shall be deemed reasonable and conclusive as between the parties hereto; and (2) to have a receiver appointed under Section 564 of the California Code of Civil Procedure to enforce Beneficiary's right to enter and inspect the Mortgaged Property for Hazardous Substances. All costs and expenses incurred by Beneficiary with respect to the audits, tests, inspections, and examinations, which Beneficiary or its agents or employees may conduct, including the fees of the engineers, laboratories, contractors, consultants, and atterneys, shall be paid by Trustor. All costs and expenses incurred by Trustee and Beneficiary pursuant to this subparagraph (including coun costs, consultant fees, and attorney fees, whether incurred in litigation or not and whether before or after judgment) shall bear interest at the Default Rate set forth in the Construction Loan Documents from the date they are incurred until such sums have been paid.

(B) Beneficiary may seek a judgment that Truster has breached one or more of their covenants, representations, or warranties with respect to the environmental matters set forth in Sections 3.4 or 4.15 by commencing and maintaining an action or actions in any court of competent jurisdiction for breach of contract pursuant to Section 736 of the California Code of Civil Procedure, if applicable, whether commenced prior to or after forcelesure of the Mortgaged Property, and to seek the accovery of all costs, damages, expenses, the two is a commenced that the object of

white hear



fees, penalties, fines, judgments, indemnification payments to third parties, and other out-of-pocket costs or expenses actually incurred or advanced by Beneficiary relating to the cleanup, remediation, or other response action required by any notice or order of any Governmental Authority having jurisdiction to enforce any Environmental Law, but regardless of any such notice or order if Trustor's compliance therewith was required without any notice or order to Trustor (collectively, the "Environmental Costs"), it being conclusively presumed between Beneficiary and Trustor that all such Environmental Costs were incurred or advanced by Beneficiary in good faith. All Environmental Costs (including court costs, consultant fees and attorneys' fees, including fees incurred pursuant to 11 U.S.C., whether incurred in litigation or not and whether before or after judgment) shall bear interest at the default rate specified in the Note from the date of expenditure until such sums have been paid.

Property or any portion thereof if such property is found to be environmentally impaired in accordance with California Code of Civil Procedure Section 726.5 and may exercise all rights and remedies of an unsecured creditor against Trustor and all of Trustor's assets and property for the recovery of any deficiency and Environmental Costs, including seeking an attachment order under Section 483.010 of the California Code of Civil Procedure. As between Beneficiary and Trustor, for the purposes of California Code of Civil Procedure Section 726.5, Trustor shall have the burden of proving that Trustor or any related party (or any affiliate or agent of Trustor or any related party) was not in any way negligent in permitting the release or threatened release of the Hazardous Substances.

(D) Nothing contained hereig shall be construed to limit any rights that Beneficiary has under this Construction Deed of Trust, at law, or in equity.

(v) <u>UCC Rights and Remedies.</u> Beneficiary shall have all of the rights and remedies of a secured party under the UCC. Should Beneficiary elect to cause the sale of the Mortgaged Property as provided above, all personal and other property subject to the UCC may be sold in any manner permitted under the UCC or other applicable law, including, without limitation, in a unified sale by Trustee with the Real Property subject to this Construction Deed of Trust as provided by the UCC.

# 7. ADDITIONAL RIGHTS AND BENEFITS OF TRUSTEE AND BENEFICIARY.

constraint of the augmentation was

- 7.1 Covenants Run With the Land. All of the grants, covenants, obligations, provisions, and conditions of Trustor contained herein shall run with the Land.
- 7.2 <u>Right of Inspection</u>. Beneficiary and Trustee shall at all reasonable times have access to and the right to inspect the Property or the Chattels.

- 7.3 No Merger. There shall be no merger of the interest or estate created by this Construction Deed of Trust with any other interest of estate in the Montgaged Property at any time held by or for the benefit of Beneficiary in any capacity without the prior written sonsent of Beneficiary.
- 7.4 Remedial Action by Beneficiary. If Trustor fails to comply with its Remediation obligations hereunder or with the requirements of any applicable Environmental Law,

- 23 -

Beneficiary may, but shall not have the obligation to, give such notices or cause such work to be performed at the Mortgaged Property or take any other actions as Beneficiary shall deem necessary or advisable to cause such compliance or effect such Remediation. Any amounts paid as a result thereof, together with interest thereon at the default interest rate specified in the Note from the date of payment by Beneficiary, shall be immediately due and payable by Truster to Beneficiary. Until the same has been paid, such amounts shall automatically be added to and become part of the Secured Obligations and shall have the benefit of the Lien created hereby.

- 7.5 Performance of Obligations by Beneficiary. If Truster does not timely perform any of their obligations contained herein, Beneficiary may, but shall not have the obligation to, perform such obligations. All obligations of Truster so performed by Beneficiary shall be at Truster's expense and the amount of such expenses shall automatically be added to the Secured Obligations and shall have the benefit of the Lieu created hereby.
- 7.6 Certain Actions by Trustee. Trustee may, without liability therefore and without notice, so long as the Lien bereof shall exist, upon the written request of Beneficiary and presentation of this Construction Deed of Trust and the instruments evidencing the Secured Obligations for endorsement, consent to the making of any map or plat of the Land, join in granting any easement thereon or in creating any covenants restricting use or occupancy thereof, reconvey, without warranty, any part of the Mortgaged Property, or join in any extension agreement or in any agreement subordinating the Lien hereof.
- Truster or to Trustee, and with or without cause and with or without the resignation of the Trustee substitute a successor or successors to the trustee named herein or acting hereunder to execute this trust. Upon such appointment and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon the trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written document executed by Repeticiary, containing reference to this Construction Deed of Trust and its place of record, which when duty filed for regard in the proper office, shall be conclusive proof of proper appointment of the successor trustee. The procedure herein provided for substitution of the trustee named herein shall, be conclusive of all other provisions for substitution, statutory or otherwise.
- Multiple Properties as Security. If, in addition to the execution of this Construction Deed of Trust, Trustor has executed and delivered as security for the Secured Obligations a mortgage or deed of trust on parcels of property outside the boundaries of this county and/or a mortgage or deed of trust on parcels of property, or any bank accounts or deposits, as security for any other indebtedness to Beneficiary for which Trustor has, prior to, simultaneously or hereafter, pledged to Beneficiary as security for an indebtedness other than the indebtedness evidenced by this Construction Deed of Trust, Trustor agrees that the occurrence of an Event of Default-shall be an event of default under each of such mortgages and deads of trust, permitting Beneficiary to proceed against any or all of the property comprising the Mortgaged Property or against any other security for the Secured Obligations or against any other security for indebtedness of Trustor to Beneficiary other than that evidenced by this Construction Deed of Trust in such order as Beneficiary, in its sole and absolute discretion, may determine. Trustor hereby waives the benefit of any statute or decision relating to the marshalling of assets that is

Carl Space (All Charles Sign)

ANGELIS TEN PRINCIPAL I

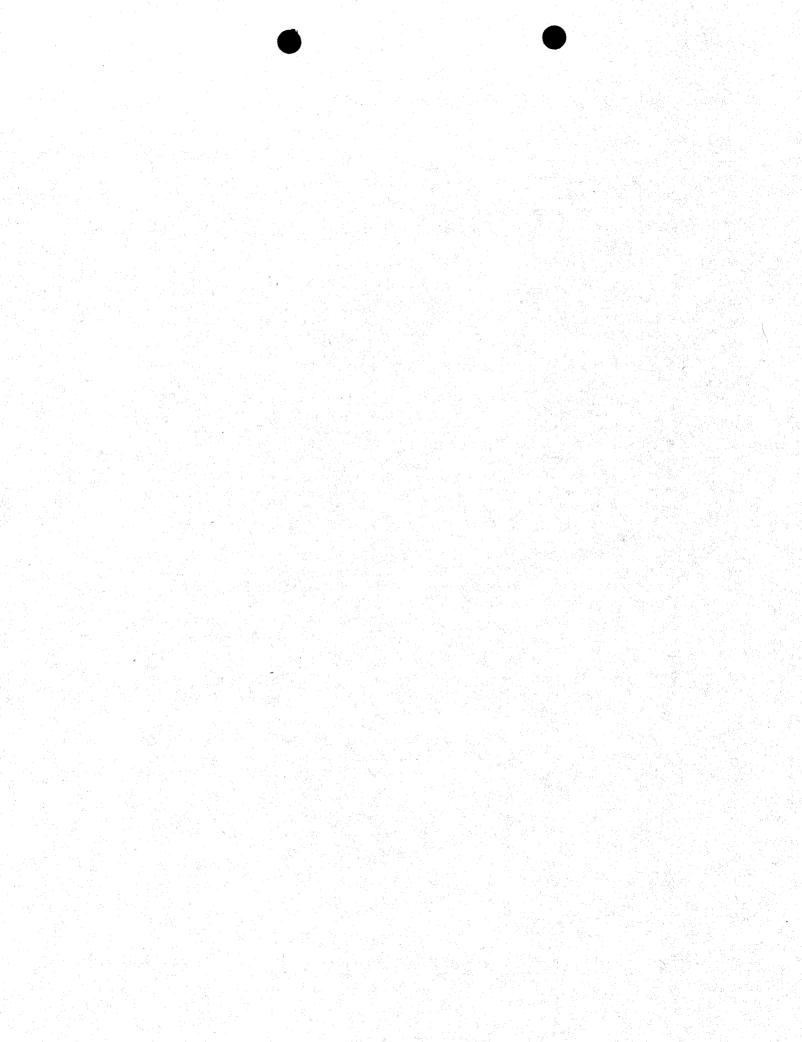


contrary to the foregoing. Beneficiary shall not be compelled to release or be prevented from foreclosing this instrument or any other instrument securing the Secured Obligations unless all Secured Obligations shall have been indefeasibly repaid in full and Beneficiary shall not be required to accept any part or parts of any property securing the Secured Obligations as distinguished from the entire whole thereof, as payment of or upon the Secured Obligations to the extent of the value of such part or parts, and shall not be compelled to accept or allow any apportionment of the Secured Obligations to or among any separate parts of such property.

# 8. CERTAIN ACKNOWLEDGEMENTS AND AGREEMENTS OF TRUSTOR.

- 8.1 Beneficiary as Trustor's Attorney-in-fact. Trustor irrevocably appoints Beneficiary as Trustor's attorney-in-fact, with full authority, at Beneficiary's discretion, but only following the occurrence and during the continuation of a Default, to take any action and to execute any instrument which Beneficiary may, in accordance with the provisions of the Construction Loan Documents or this Construction Deed of Trust, require as necessary or advisable to accomplish the purposes of this Construction Deed of Trust.
- <u>Pirst Lien.</u> Truster warrants that this Construction Deed of Trust is a valid first lien upon Trustor's interest in the Mortgaged Property and agree that they shall maintain same as such and further discharge (or, (a) in the case of any construction lien, bond over after judgment, prior to any foreclosure sale, pending any appeal; or (b) in the case of any tax assessments, after any appeal or contest of such assessment or tax has been concluded and in any event prior to sale due to any delinquency) any lien or encumbrance which purports to take priority over the lien of this Construction Deed of Trust other than permitted encumbrances. In addition, Trustor will not, without the prior written consent of Beneficiary, mortgage or pledge the Mortgaged Property or any part thereof as security for any other loans obtained by Trustor or grant any lien or encumbrance other than the leasehold interests in the ordinary course of business and purchase money security interests for fixtures against the Mortgaged Property which is subordinate to the lien of this Construction Deed of Trust. If any such mortgage or pledge is entered into without the prior written consent of the Beneficiary, the entire indebtedness secured hereby, may, at the option of Beneficiary, be declared immediately due and payable without notice, unless otherwise provided herein. Failure by Beneficiary to grant such consent shall not be deemed unreasonable in the event that:
- (a) The total amount of the indebtedness and/or obligations secured by liens and/or encumbrance subordinate to the Construction Deed of Trust (including the amount secured by the lien or encumbrance for which such consent is sought) equals or exceeds the then remaining unpaid indebtedness due under the Note;
- (b) The total indebtedness or obligations secured by liens and/or encumbrances against said Property (including the amount secured by the lien or encumbrance for which such consent is sought) exceeds the then existing market value of said Property, as determined by Beneficiary; or
- (c) In the estimation of Beneficiary, in its reasonable judgment, the annual payments due in connection with the lien or encumbrance for which consent is sought, together

- 25 -



with all-other annual disbursements relative to said Property, exceed the annual receipts derived therefrom.

Subject to the foregoine. Trustor also shall pay any and all other obligations, liabilities or debts which become liens, security interest, or encurphrances upon or charges against the Mortgaged Property for any repairs or improvements that are now or may hereafter be made thereon, and shall not, without Beneficiary's prior written consent, permit any lien, security interest, encumbrance or charge of any kind to accure and remain outstanding against the Mortgaged Property or any part thereof, or any improvements thereon, irrespective of whether such lien, security interest, encumbrance or charge is junior to the lien, security interest, encumbrance or charge of this Construction Deed of Trust. Notwrithstanding the foregoing, if any personal property by way of additions, replacements or substitutions is hereafter purchased and installed, affixed or placed by Trustor on the Mortgaged Property under a security agreement the lien or title of which is superior to the lien created by this Construction Deed of Trust, all the right, title and interest of Trustor in and to any and all such personal property, together with the benefit of any deposits on payments made thereon by Trustor, shall nevertheless be and are hereby assigned to Beneficiary and are covered by the lien of this Construction Deed of Trust.

## 9. GENERAL PROVISIONS.

9.1. Absolute Nature of Richts and Obligations. All taghts of Beneficiary and all obligations of Truston hereunder shall be absolute and unconditional irrespective of. (a) any lack of validity or enforceability of any of the Secured Obligations or any other agreement or instrument relating thereto, including the Construction Loan Documents; (b) any change in the time, manner, or place of payment of, or in any other term of, any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from any of the Construction Loan Documents; (c) any exchange or release of, or the non-perfection of any security interest in, any other collateral, or any release, amendment, or waiver of, or consent to a departure from any guaranty of all or any of the Secured Obligations; or (d) any other circumstances that might otherwise constitute a defense available to, or a discharge of, Trustor or any other third party pledgor or guarantor.

A Charles of the contract of gentled all as a rest

- Termination of Construction Deed of Trust. Upon (a) the indefeasible payment in full of all of the Secured Obligations and the full and final termination of any commitment to extend financial accommodations under the Construction Loan Documents or (b) a sate of the Montgaged Property and full payment of all of Truster's financial obligations under the Construction Loan Documents, the obligations of Truster arising hereunder shall automatically terminate. Upon any such termination, Beneficiary shall, at Truster's expense, execute and deliver to Truster such documents as Truster shall reasonably request to evidence such termination.
- 9.3 Notices. All notices, demands, requests, and other communications required to be given to either party hereunder shall be in writing and shall be deemed given upon the first to occur of: (a) deposit thereof in a receptable under the control of the United States Postal Service; (b) transmittal by electronic means to a requiver under the control of the party to whom notice is being given; or (c) actual receipt by the party to whom notice is being given, or an employee or agent thereof. For purposes hereof, the addresses of the parties are as set forth below or as may

THE COMPANY OF YAS IN ACCOUNT WITH PROPERTY WHATE

otherwise be specified from time to time in a writing sent by one party to the other in accordance with the provisions of this subsection:

Bath Salara and Length Holland

Beneficiary: Sterling Bank and Trust. FSB., a federal savings bank

One Towne Square, 17th floor.

Southfield, MT 48076

Aftention: Gary Caiser

Telephone: (248) 351-3364

Facsimile: (248) 351-3491 the first contribution and the contribution of the contribution of

Trustor: RDR Springs, LLC 52050 Industrial Way Conchella, CA 92236

Astention: David R. Brudvik the first and a second control of the control of th

- 9.4 Request for Notice. Truster specifically requests that a copy of any notice of default and a copy of any notice of sale under this Construction Deed of Trust be mailed to Trustor at the address for Trustor specified in Section 9.3.
- Amendments, Waivers, and Consents. No amendment or waiver of any provision of this Construction Deed of Trust or consent to any departure by Trustor from the terms hereof, shall in any event be effective unless the same shall be in writing and signed by the parties hereto. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
- 9.6 No Waiver: Cumulative Nature of Remedies. No failure or delay on the part of Beneficiary in exercising any of its rights and remedies under this Construction Deed of Trust, any of the Construction Loan Documents, or otherwise with respect to any of the Secured Obligations shall operate as a walver thereof, nor shall any single or partial exercise of any right under this Construction Deed of Trust, the Construction Loan Documents, or otherwise with respect to the Secured Obligations preclude any other or further exercise thereof or the exercise of any other right or remedies. The rights and remedies provided in this Construction Deed of Trust and otherwise with respect to the Secured Obligations are cumulative and not exclusive of any rights and remedies provided by law. traductions for him specifical discussion in the
- 9.7 <u>Quarantors Obligation</u>. Trustor hereby irrevocably authorizes Beneficiary to apply any and all amounts received by Beneficiary in repayment of amounts due under the Construction Loan Documents first to amounts that are not guaranteed pursuant to the terms of any guaranty. Trustor hereby waives any and all rights it has or may have under Section 2822 of the California Civil Code which provides that if a guarantor is "liable upon only a portion of any obligation and the principal provides partial satisfaction of the obligation, the principal may designate the portion of the obligation that is to be satisfied." throby have grather on any time, excellented when reaches in several
- 9.8 Obligations at Trustor's Expense. All obligations of Trustor arisine hereunder shall be performed by Trustor at Trustor's sole cost and expense.

terphistes for the property special at the constant of the second of the second section of the second second second 

- 27 - 0

# Expenses: Documentary Taxes: Indemnification.

- Trustor shall pay all reasonable out-of-pocket expenses of Trustee and Beneficiary, including fees and disbursements of counsel (including allocated costs for in-house legal services) in connection with the negotiation, preparation, and administration of this Construction Deed of Trust, any waiver, forbearance, or consent hereunder, any among hereof or any Default or alleged Default hereunder, any collection or other enforcement proceedings resulting from or arising in connection with any Event of Default, any refinancing or restructuring of the Secured Obligations in the nature of a "workout" (including in any proceeding under the Bankruptcy Code (or under any other similar law)), or any appellate proceeding involving this Construction Deed of Trust.
- Documentary Taxes. Trustor shall indemnify Trustee and Beneficiary against any transfer taxes, documentary taxes, assessments, or charges made by any governmental authority by reason of the execution and delivery of this Construction Deed of Trust or any other document executed in connection herewith.
- Indemnity. Trustor shall pay, defend, indemnify, and hold Beneficiary and its officers, directors, employees, counsel, agents, and autorneys-in-fact (each, an "Indemnified Person") harmless from and against all liabilities, obligations, losses (including any loss or impairment of the Secured Obligations), damages, penalties, actions, judgments, suits, costs, charges, expenses or disbursements (including afterneys' fees, costs, and expenses, including allocated costs for in-house legal services) of any kind or nature whatsoever with respect to: (i) any investigative, administrative, or judicial proceeding (including pre-trial discovery and any proceeding under the Bankruptcy Code (or under any similar law) and any appellate proceeding, whether or not such Indemnified Person shall be designated a party thereto, related to this Construction Deed of Trust or the transactions contemplated hereby which may be incurred by such Indemnified Person directly or indirectly; or (ii) the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or presence on, under or about Truster's operations or property or property leased by Truster of any Mazardous Substances; provided that no Indemnified Person shall have the right to be indemnified hereunder for its own gross negligence or willful misconduct. The obligations in this Section 9.9 shall survive the payment in full of all Secured Obligations and the termination of the Construction Loan Documents. At the election of any Indemnified Person, Truster shall defend such Indemnified Person using legal counsel satisfactory to such Indemnified Person in such Person's sole discretion, at the sole cost and expense of Truster. All amounts owing under this Section 9.9 shall be paid within thirty (30) calendar days after demand. Trustor's indemnification obligations contained herein shall not be limited in any manner by Trustor's date of acquisition or time of ownership of the Mortgaged Property or by the value of the Mortgaged Property. The obligations of Trustor and the rights of Beneficiary under this Section 9.9(c) are (A) in addition to and not in substitution of the obligations of Trustor and rights of Beneficiary under all applicable Environmental Laws, and (B) notwithstanding anything contained herein or in any other document or agreement which may be construed to the contrary: (i) shall not be subject to any anti-deficiency laws or protections; and (ii) shall not be discharged, impaired, or affected in any way by, and shall survive, a foreclosure or trustee's sale, judicial sale or deed, or other transaction in lieu of such sale hereunder.

- 9.10 Successors and Assigns. This Construction Deed of Trust shall: (a) be binding upon Trustor and its successors and assigns (as permitted by the Construction Loan Documents); (b) inure to the benefit of Beneficiary and its successors and assigns; and (c) inure to the benefit of Trustee and its successors. Without limiting the generality of the foregoing and subject to the provisions of the Construction Loan Documents, Beneficiary may assign or otherwise transfer all or any part of the Secured Obligations owed to it to any other Person.
- 9.11 <u>Headings</u>. Section and subsection headings in this Construction Deed of Trust are included herein for convenience of reference only and shall not constitute a part of this Construction Deed of Trust or be given any substantive effect.
- 9.12 Ambiguities. Neither this Construction Deed of Trust nor any uncertainty or ambiguity herein shall be construed or resolved using any presumption against either Trustor or Beneficiary, whether under any rule of construction or otherwise. On the contrary, this Construction Deed of Trust has been reviewed by each of Trustor and Beneficiary and their respective counsel. In case of any ambiguity or uncertainty, this Construction Deed of Trust shall be construed and interpreted according to the ordinary meaning of the words used to accomplish fairly the purposes and intentions of all parties hereto.
- 9.13 Severability. In case any provision in or obligation under this Construction Deed of Trust shall be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. In addition, all agreements and covenants herein shall be given independent effect such that, if a particular action or condition is prohibited by the terms of any such agreement or covenant, the fact that such action or condition would be permitted by another agreement or covenant shall not be construed as allowing such action to be taken or condition to exist.
- 9.14 <u>Counterparts</u>. This Construction Deed of Trust may be executed in any number of identical counterparts, any set of which signed by all the parties hereto shall be deemed to constitute a complete, executed original for all purposes.

Carl a representative time to the

9.15 GOVERNING LAW. THIS CONSTRUCTION DEED OF TRUST, AND THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF TRUSTOR, TRUSTEE, AND BENEFICIARY HERETO AND HERELANDER SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA.

alla alternation of the second and the second of the second of the second

This Construction Deed of Trust is effective as of the date first written above.

#### TRUSTOR:

VEYTE OF YOUR OF ALY

RDR Springs, LLC,
a California limited hability company

David B. Brudsik.

Chief Cocutty Madeige.

Build C. Safeya.

Mattager

- 30 -

Day Tensi

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On \_\_\_\_\_\_, 2007, before me, GALOCALO H. Lotte of Notary Public, personally appeared David R. Brudvik, Manager of RDR Springs, LLC, a California limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hane and official seal.

Signature / Seal Contill (Seal)



# **GOVERNMENT CODE 27361.7**

I CERTIFY UNDER PENALTY THAT THE NOTARY SEAL ON THE DOCUMENT TO WEIGH THIS STATEMENT IS ATTACHED READS AS FOLLOWS: VERY AMAZER PAR ARE ARE A RESECTION TO AN EURO BUY OF TROUBLESS OF THE STATE OF THE

NAME OF NOTARY:

CATHERINE A. PORTER AMMORPH STATE

DATE COMMISSION EXPIRES:

NOVEMBER 11, 2008

COUNTY WHERE BOND IS FILED: RIVERSIDE COUNTY

COMMISSION NUMBER:

1525799

VENDOR NO:

NNA!

PLACE OF EXECUTION:

RIVERSIDE, CALIFORNIA

DATE:

March 30, 2007

SIGNATURE:

FIRST AMERICAN TITLE INSURANCE COMPANY

in Videntini.

A TOTAL PORT OF THE PERSON AND THE P

#### LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

LOTS 21 THROUGH 25 INCLUSIVE OF TRACT NO. 29151-1, AS SHOWN BY MAP ON FILE IN BOOK 392, PAGES 71 THROUGH 75 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 653-830-012-8 and 653-830-013-9 and 653-830-014-0 and 653-830-015-1 and 653-830-016-2

THE REPORT OF THE PARTY

TORKING SEVERE AND A

Walter to the street street was the first

LA-166038 vi

When recorded please mail to: Riverside County Code Enforcement Department (District 4 Office) 38686 El Cerrito Rd, Palm Desert, CA 92211 Mail Stop No. 4016 DOC # 2012-0426371 09/07/2012 09:000 Fee:NC

Recorded in Official Records County of Riverside Larry W. Ward



1	*************	and the same		-		andrews .		and the same and the same as	and the second	
-	S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
-	7									
1			ليجمع				1.1			and the second
	M	Α	Ţ	465	428	PCOR	NCOR	SMF	(C)	EXAM
	No	is CC				τ:		CTY	UNI	815

NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

In the matter of the public nuisance or other code violation(s) on Property of

RDR Spring

Case No.: CV11-05422

C 815 D

And DOES I through X, owners

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 14 of Ordinance Number 725 of the County of Riverside, State of California, that administrative proceedings have been commenced with respect to the structure or land located upon the following described real property in the County of Riverside:

ADDRESS: 73548 Armand Way, Thousand Palms, Ca 92276

PARCEL#: 694-071-013

LEGAL DESCRIPTION: .21 Acres M/L in Lot 22 MB 392/071 TR 29151-1 of Sec 29 T4SR6E

VIOLATIONS: RCO 457: RCC 15.16 Substandard Structure

that such proceedings are based upon the noncompliance of such structure or land with the requirements of Ordinances /(Riverside County Codes) listed above that every owner of said real property waives his right to hearing on such proceedings unless be makes a proper request in the form and within the time prescribed by the Code cited; and that failure to comply with the lawful orders of the Code Enforcement Director and/or authorized agents of the County of Riverside heretofore and hereafter issued relative to the above matter may result in demolition of the offending structure, abatement of the public nuisance or other available legal remedies and assessment of the costs, expenses, and administrative costs thereof to the property heretofore described as a tex and special assessment lien on such property; that any purchaser, his heirs, or assigns acquiring said property subsequent to the recording of the Notice with the County Recorder shall have such interest subject and subordinate to said tax and assessment lien.

Notice is Further Given in accordance with §17274 and §24436.5 of the California Revenue and Taxation Code, that a tax deduction may not be allowed for interest, taxes, depreciation or amortization paid or incurred in the taxable year affected by these proceedings.

Dated: September 4, 2012

COUNTY OF BAYERSIDE DEPARTMENT OF COOR ENFORCEMEN

Dave Lawless, Code Enforcement Department

State of California ) County of Riverside )

Romia )
verside )

to this particle will

On O9 09 17 before me. Thomas A. Carvantes, Notary Public, personally appeared Dave Lawless who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) Dave subscribed to the within instrument and acknowledged to me that he'she/they executed the same in higher/their authorized capacity(iss), and that by his her/their signature(s) on the astrument the person(s), or the entity upon behalf of which the person(s) acted, executed the astrument.

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

WITNESS my hand and official seal.

Commission # 1967261 Comm. Expires January 22, 2016

THOMAS A. CERWANTES
Commission # 1967261
Notery Public - Californis
Riverside County
My Comm. Expires Jan.22, 2018

WHEEP TO A FEED TO A NAME OF THE PARTY AND TO SOME ORDERS.

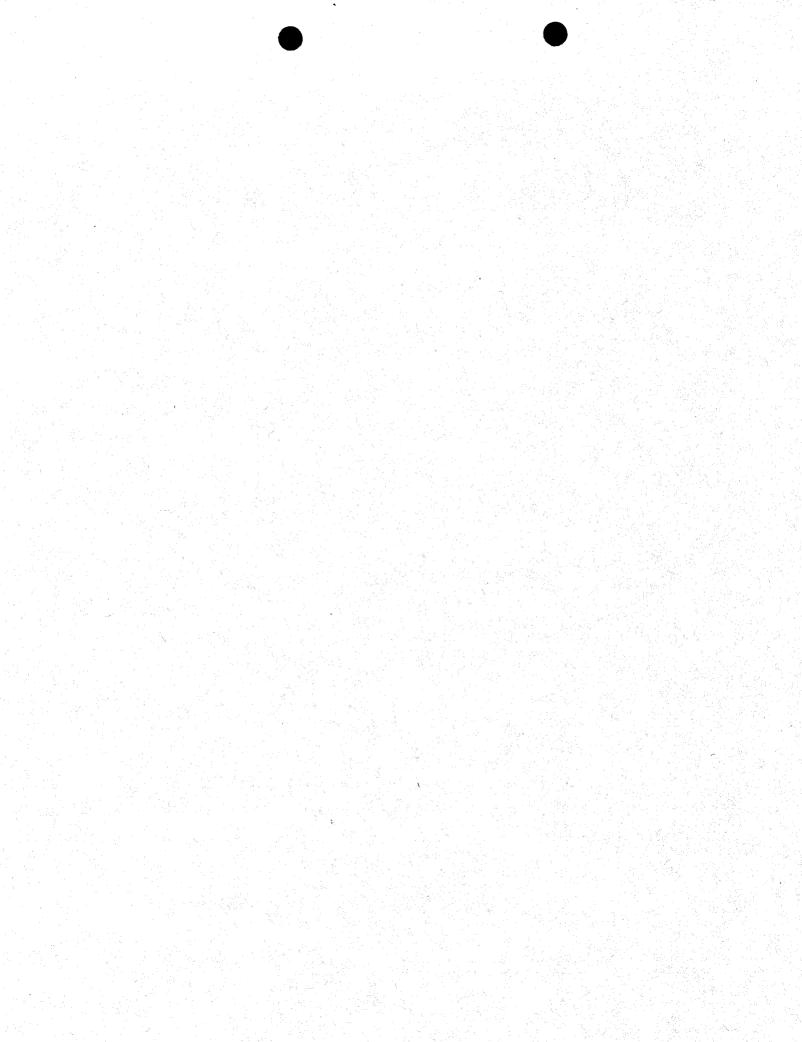
Public Record

David L. Baron, Esq. (SBN 105213) 1 TERRY CLASS SWINGS CONTROLLED BY Brent S. Clemmer, Esq. (SBN 179722) SLOVAK BARON & EVOEY LLP 2 1800 East Tahquitz Canyon Way 3 Palm Springs, California 92262 Telephone (760) 322-2275
Facsimile (760) 322-2107 4 5 M. Hernandez Attorneys for Plaintiff, Palm Desert National Bank 6 refundable basement to greening less safe tenenge, how increasing a finish-7 Control of the second of the s 8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA 9 FOR THE COUNTY OF RIVERSIDE - INDIO DISTRICT 10 11 12 PALM DESERT NATIONAL BANK, A CASE NO.: INC 085581 [Action Filed: 04/15/09 National Banking Association. 13 NAJVAK BARON & BAPITY 1.1 P 1880 H. Yahquitz Canyoa Way Fadm Springs, CA 92262 Case Assigned For All Purposes to Hon. Randall D. White. 14 Dept. 2H] Plaintiff(s). 15 IPROPOSEDI ORDER EXTENDING ٧. PLAINTIFF'S ATTACHMENT LIENS 16 RICHARD A. WASSERMAN, an individual; 17 SHENANDOAH SPRINGS DEVELOPMENT COMPANY, INC., a California corporation, R. 18 Date: June 22, 2012 A. WASSERMAN COMMERCIAL, INC., a Time: 8:30 a.m. 19 California corporation; R.A. WASSERMAN 2H Dept.: CONSTRUCTION, INC., a California 20 corporation; RDR SPRINGS, LLC, a California 21 Limited Liability company, and DOES 1 to 100. Inclusive 22 Defendants. 23 24 25 26 Following the hearing on the Motion brought by Plaintiff PALM DESERT NATIONAL 27 in the BANK, A National Banking Association ("Plaintiff") pursuant to CCP Section 488.510(b), and 28 good cause appearing therefore: IPROPOSEDI ORDER EXTENDING PEAINTIFE'S ATTACHMENT LIEKS

Order: Non-Order Search Dec: RV:2012 00292338

Page 4 of 16

Secretary of the secretary of the secretary of the secretary



ACYCEPES ARESE VALUE OF C

#### 14 TAMES A

## 

对的AMMATER

THE COUNTY SEE STATE OF THE PROPERTY OF THE PARTY OF THE

DAY SHOW SWAD

THE ROLL OF THE PROPERTY OF TH

and the American Stramman Company of the Company of Company

A CAMPAGE STATE

ET WAR AUST FOR SAMINE VOOR FOR EEN WORDS FOR SE STORE STORE FOR SE STORE STORE STORE STORE STORE STORE STORE S TO THE SERVICE STORE STORE

The LAD had enter bound to give the state of the control of the bound of

Jaking Andrews

EXHIBIT

THE COURT OF THE PROPERTY ASSESSMENT OF THE PROPERTY OF THE PR

on bout the standard was seld

Section (SALE)



#### EXHIBIT "A"

#### RDR SPRINGS, LLC

1. APN: 694-071-012

LOT 21 OF TRACT NO. 29151-1, AS SHOWN BY MAP ON FILE IN BOOK 392, PAGES 71 THROUGH 75 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Commonly known as 73534 Armand Way, Thousand Palms, CA 92276

2. APN: 694-071-013

LOT 22 OF TRACT NO. 29151-1, AS SHOWN BY MAP ON FILE IN BOOK 392, PAGES 71 THROUGH 75 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Commonly known as 73548 Armand Way, Thousand Palms, CA 92276

3. APN: 694-071-014

LOT 23 OF TRACT NO. 29151-1, AS SHOWN BY MAP ON FILE IN BOOK 392, PAGES 71 THROUGH 75 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Commonly known as 73562 Armand Way, Thousand Palms, CA 92276

4. APN: 694-071-015

LOT 24 OF TRACT NO. 29151-1, AS SHOWN BY MAP ON FILE IN BOOK 392, PAGES 71 THROUGH 75 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Commonly known as 73576 Armand Way, Thousand Palms, CA 92276

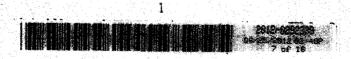
## SHENANDOAR SPRINGS DEVELOPMENT COMPANY INC.

APN: 694-071-001

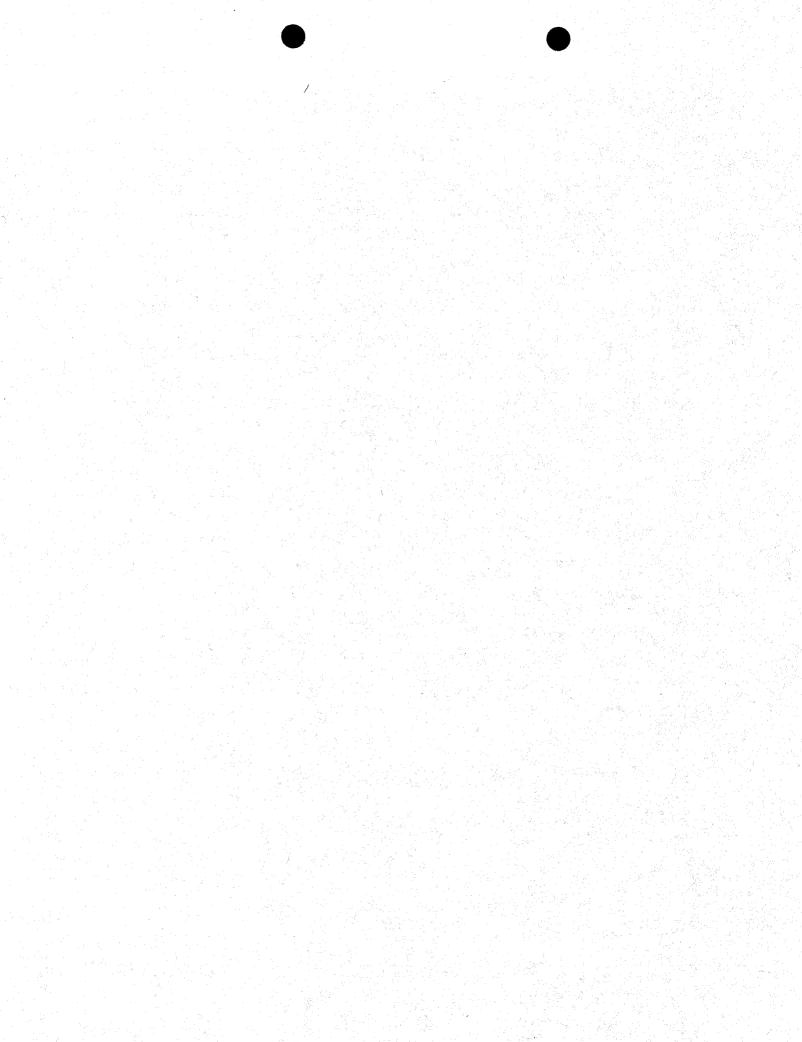
Order: Non-Order Search Doc: RV:2012 00292338

LOT 20 OF TRACT NO. 33018, AS SHOWN BY MAP ON FILE IN BOOK 392, PAGE 58 OF MAPS, RECORDS OF RIVERS DE COUNTY, CALIFORNIA.

[no address available]



and the state of the state of



# EXHIBIT "A"

6. APN: 694-071-002

LOT 11 OF TRACT NO. 29151-1, AS SHOWN BY MAP ON FILE IN BOOK 392, PAGES 71 THROUGH 75 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Maria de La Caración de la Caración

Commonly known as 73637 Armand Way, Thousand Palms, CA 92276

7. APN: 694-071-003

LOT 12 OF TRACT NO. 29151-1, AS SHOWN BY MAP ON FILE IN BOOK 392, PAGES 71 THROUGH 75 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Commonly known as 73623 Armand Way, Thousand Palms, CA 92276

8. APN: 694-071-004

LOT 13 OF TRACT NO. 29151-1, AS SHOWN BY MAP ON FILE IN BOOK 392, PAGES 71 THROUGH 75 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Commonly known as 73609 Armand Way, Thousand Palms, CA 92276

9. APN: 694-071-005

LOT 14 OF TRACT NO. 29151-1, AS SHOWN BY MAP ON FILE IN BOOK 392, PAGES 71 THROUGH 75 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Commonly known as 73599 Armand Way, Thousand Palms, CA 92276

10. APN: 694-071-006

LOT 15-OF TRACT NO. 29151-1, AS SHOWN BY MAP ON FILE IN BOOK 392, PAGES 71 THROUGH 75 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Commonly known as 73581 Armand Way, Thousand Palms, CA 92276

## EXHIBIT "A"

#### 11. APN: 694-071-007

LOT 16 OF TRACT NO. 29151-1, AS SHOWN BY MAP ON FILE IN BOOK 392, PAGES 71 THROUGH 75 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Commonly known as 73567 Armand Way, Thousand Palms, CA 92276

12, APN: 694-071-008

LOT 17 OF TRACT NO. 29151-1, AS SHOWN BY MAP ON FILE IN BOOK 392, PAGES 71 THROUGH 75 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Commonly known as 73553 Armand Way, Thousand Palms, CA 92276

13. APN: 694-071-009

LOT 18 OF TRACT NO. 29151-1, AS SHOWN BY MAP ON FILE IN BOOK 392, PAGES 71 THROUGH 75 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Commonly known as 73539 Armand Way, Thousand Palms, CA 92276

14. APN: 694-071-010

LOT 19 OF TRACT NO. 29151-1, AS SHOWN BY MAP ON FILE IN BOOK 392, PAGES 71 THROUGH 75 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Commonly known as 73525 Armand Way, Thousand Palms, CA 92276

15. APN: 694-071-011

LOT 20 OF TRACT NO. 29151-1, AS SHOWN BY MAP ON FILE IN BOOK 392, PAGES 71 THROUGH 75 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Commonly known as 73520 Armand Way, Thousand Palms, CA 92276



#### EXHIBIT SAP

16. APN: 694-071-017

LOT 26 OF FRACT NO. 29151-1, AS SHOWN BY MAP ON FILE IN BOOK 392, PAGES 71 THROUGH 35 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

POD-AND ADMINISTRA

apply specifically

HARLICE HARLING

Nachton (B. June)

Commonly known as 73604 Armand Way, Thousand Palms, CA 92276

17. APN: 694-071-018

LOT COF FRACT NO. 29151-1, AS SHOWN BY MAR ON FILE IN BOOK 392. PAGES 11 THROUGH 75 OF MARS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

[no address available] and product the money of the money and the contract of the contract of

18. APN: 694-072-001

LOT 1 OF TRACT NO. 29151-1, AS SHOWN BY MAP ON FILE IN BOOK 392 PAGES 71 THROUGH 75:08 MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Commonly known as 34361 Thomas Ct., Thousand Palms, CA 92276

19. APN: 694-072-002

LOT 2 OF TRACT NO. 29151-1, AS SHOWN BY MAP ON FILE IN BOOK 392 PAGES 71/THROUGH 75 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Commonly known as 34335 Thomas Ct., Thousand Palms, CA 92276

20. APN: 694-072-003

LOT 3 OF TRACT NO. 29151-1, AS SHOWN BY MAP ON FILE IN BOOK 392. PAGES 71 THROUGH 75-OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Commonly known as 34314 Thomas Ct., Thousand Palms, CA 92276