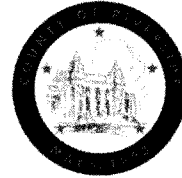


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.8
(ID # 6894)

MEETING DATE:
Tuesday, May 1, 2018

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Approval of Subordination, Non-Disturbance, and Attornment Agreement with CP Perris MH, LLC, a California limited liability company (Lessor), and Wells Fargo Bank Northwest, N.A. (Lender), Riverside University Health System - Behavioral Health, Perris, CEQA Exempt, District 5

RECOMMENDED MOTION: That the Board of Supervisors: Approve the attached Subordination, Non-Disturbance and Attornment Agreement with CP Perris MH, LLC, a California limited liability company (Lessor), and Wells Fargo Bank Northwest, N.A. (Lender), as trustee of the CTL Pass-Through Trust, Series 2018 (Perris, Riverside County), and authorize the Chairman of the Board to execute same on behalf of the County.


ACTION: Policy

Robert Field, Assistant County Executive Officer/EDA 4/19/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Perez and Ashley
Nays: None
Absent: Washington
Date: May 1, 2018
xc: EDA

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 2017/18-2047/48	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside (County) and CP Perris MH, LLC (Lessor), a California limited liability company, entered into a lease agreement on August 23, 2016 (Lease) for the purpose of providing office space for the Riverside University Health System – Behavioral Health. The leased facility is located at 450 E. San Jacinto Avenue, Perris, California. To facilitate the refinancing of this property, Wells Fargo Bank Northwest, N. A. as Trustee of the CTL Pass-Through Trust, Series 2018 (Perris, Riverside County) (Lender) has requested the execution of a Subordination, Non-Disturbance and Attornment Agreement (Agreement) by the County and Lessor.

According to the Lease, upon Lessor’s written request, the County must execute the Agreement to evidence or confirm the subordination or inferiority of the Lease to the lien of any mortgage, deed of trust or other encumbrance of the Premises or any renewal, extension, modification, replacement thereof. By execution of this Agreement, the County agrees to subordinate its leasehold estate to the liens in favor of the Lender, which will have no effect on prospective rights and obligations of County or the Lender as set forth in the Lease. In addition, in the event the Lender or its successor becomes the Landlord, the County will recognize (attorn) to the Lender or its successor as Landlord and the County’s rights and obligations shall remain the same (non-disturbed) as set forth in the Lease for the remainder of the lease term, and the Lender will be bound to essential provisions in the Lease as follows:

- (a) In the event Lender fails to comply with their obligations to County, Lender must allow County to perform obligations of Lender and to allow County to deduct any cost to perform obligations from the monthly rent;
- (b) Lender will be subject to offsets or defenses expressly permitted under the Lease related to County’s right to provide custodial service and make repairs and to reimbursement pursuant to the Lease;
- (c) Lender will be required to comply with all of the Lease terms, except for any future proposed lease amendments to reduce the term of the lease or monthly rent or other monetary obligations of the County or to change a material provision of the Lease that

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

would materially increase Lessor's obligation thereunder or materially decrease County's obligation thereunder, unless such amendments are approved in writing by Lender.

Impact on Residents and Businesses

This Subordination, Non-Disturbance and Attornment Agreement has no impact on residents and businesses.

Additional Fiscal Information

The attached Subordination, Non-Disturbance and Attornment Agreement supports the original lease and the First Amendment to Lease and does not require modifications of the financial terms of the contract.

Contract History and Price Reasonableness

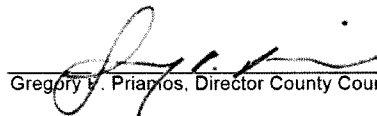
The Original Lease was board approved on August 23, 2006 and amended by the First Amendment to Lease dated April 10, 2018, to facilitate refinancing of the property and assist Lessor in obtaining funding for the loan.

Attachment:

- Subordination, Non-Disturbance, and Attornment Agreement

RF:HM:VY:MH:ra 012MH 19.819 13830
MinuteTrak 6894


Rohini Dasika, Principal Management Analyst 4/23/2018


Gregory V. Priamos, Director County Counsel 4/20/2018

RECORDED AT REQUEST OF
AND WHEN RECORDED RETURN
TO:

Greenberg Traurig, LLP
77 West Wacker Drive
Chicago, IL 60601

Attention: David J. LaSota

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance, and Attornment Agreement ("**Agreement**") is made as of May 1, 2018 among Wells Fargo Bank Northwest, National Association, as Trustee for the registered certificate holders, from time to time, of the CTL Pass-Through Trust, Series 2018 (Perris, Riverside County) ("**Lender**") having its address for notification at 299 S. Main Street, 5th Floor, Salt Lake City, Utah 84111 and the County of Riverside ("**County**"), a political subdivision of the State of California, by its authorized representative the Assistant County Executive Officer/EDA having its address for notification at 3403 Tenth Street, Suite 400, Riverside, California 92501 and CP Perris MH, LLC, a California limited liability company ("**Lessor**") having its address for notification at c/o Capital Partners Development Company, 2890 Kilgore Road, Suite 175, Rancho Cordova, CA 95670-6152.

Recitals:

A. Lender has agreed to make a loan to Lessor, to be secured by that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement dated _____, 2018, and recorded on _____, _____, as Instrument No. _____, in the Official Records of Riverside County, California (together with all amendments, increases, renewals, modifications, consolidations, replacements, substitutions, and extensions, either current or future, referred to hereafter as the "**Mortgage**") encumbering Lessor's ownership interest in real property located in Perris, Riverside County, State of California. The legal description of the encumbered real property (the "**Mortgage Premises**") is set forth in Exhibit A, attached to this Agreement. The Mortgage, together with the note or notes, the loan agreement(s), and other documents executed in connection with it are hereafter collectively referred to as the "**Loan Documents**".

B. On August 23, 2016, County and Lessor entered into that certain Lease for the property at 450 E. San Jacinto Avenue, California (as amended, the "**Lease**"). The Lease creates a leasehold estate in favor of County for space (the "**Premises**") located on the Mortgage Premises.

C. In connection with execution of the Mortgage, Lessor also executed and delivered to Lender an Assignment of Leases and Rents dated _____, 2018, and recorded on _____, _____, as Instrument No. _____, in the Official Records of the County Recorder of Riverside County, California concerning all rents, issues and profits from the Mortgage Premises. This document, together with all amendments, renewals, modifications consolidations, replacements, substitutions and extensions, is hereafter referred to as the "**Assignment of Rents**".

To confirm their understanding concerning the legal effect of the Mortgage and the Lease, in consideration of the mutual covenants and agreements contained in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, County and Lessor, intending to be legally bound, agree and covenant as follows:

1. **Representations and Warranties.** County warrants and represents that the Lease is in full force and effect and that, as of the date of this Agreement and to the best of County's knowledge, there is no default under the Lease by Lessor or County.

2. **County Subordination.**

2.1. Subject to the provisions of Section 3, the Loan Documents shall constitute a lien or charge on the Mortgage Premises that is prior and superior to the Lease, to the leasehold estate created by it, and to all rights and privileges of County under it; by this Agreement, the Lease, the leasehold estate created by it, together with all rights and privileges of County under it, is subordinated, at all times, to the lien or charge of the Loan Documents in favor of Lender.

2.2. By executing this Agreement, County subordinates the Lease and County's interest under it to the lien right and security title, and terms of the Loan Documents, and to all advances or payments made, or to be made, under any Loan Document.

3. **Non-disturbance.**

3.1. Lender consents to the Lease.

3.2. Despite County's subordination under Section 2, County's peaceful and quiet possession of the Premises shall not be disturbed and County's rights and privileges under the Lease, including its right to early termination as set forth in Sections 13 and 14 of the Lease, its right to extend the term of the Lease, its right of first refusal to lease the property after expiration of the original term and any extensions thereof, shall not be diminished by Lender's exercise of its rights or remedies under the Loan Documents, provided that County is not in default under this Lease.

3.3. If (a) Lender shall acquire title to, and possession of, the Premises on foreclosure in an action in which Lender shall have been required to name County as a party defendant, and (b) County is not in default under the Lease beyond any applicable cure or grace periods, has not terminated the Lease pursuant to Section 13 and 14 of the

Lease, nor surrendered, vacated or abandoned the Premises and remains in actual possession of the Premises at the time Lender shall so acquire title to, and possession of, the Premises, Lender and County shall enter into a new lease on the same terms and conditions as were contained in the Lease, except that:

(a) The obligations and liabilities of Lender under a new lease shall be subject to the terms and conditions of this Agreement (including the provisions of Sections 5-7);

(b) Lender shall have no obligations or liabilities to County under any such new lease beyond those of Lessor as were contained in the Lease; and

(c) The expiration date of any new lease shall coincide with the original expiration date of the Lease.

3.4. County shall not be named or joined in any foreclosure, trustee's sale, or other proceeding to enforce the Loan Documents unless such joinder shall be legally required to perfect the foreclosure, trustee's sale, or other proceeding.

4. **Attornment.**

4.1. If Lender shall succeed to Lessor's interest in the Mortgage Premises by foreclosure of the Mortgage, by deed in lieu of foreclosure, or in any other manner, County shall be bound to Lender under all the terms, covenants and conditions of the Lease for the balance of its term with the same force and effect, as if Lender were the Lessor under the Lease. County shall be deemed to have full and complete attornment to and to have established direct privity between County and:

- (a) Lender when in possession of the Mortgage Premises;
- (b) a receiver appointed in any action or proceeding to foreclose the Mortgage;
- (c) any party acquiring title to the Mortgage Premises; or
- (d) any successor to Lessor.

4.2. County's attornment is self-operating, and it shall continue to be effective without execution of any further instrument by any of the parties to this Agreement or the Lease. Lender agrees to give County written notice if Lender has succeeded to the interest of the Lessor under the Lease. The terms of the Lease are incorporated into this Agreement by reference.

4.3. If the interests of Lessor under the Lease are transferred by foreclosure of the Mortgage, deed in lieu of foreclosure, or otherwise, to a party other than Lender (Transferee), in consideration of, and as condition precedent to, County's agreement to attorn to any such Transferee, Transferee shall be deemed to have assumed

all terms, covenants, and conditions of the Lease to be observed or performed by Lessor from the date on which the Transferee succeeds to Lessor's interests under the Lease.

5. **Lender as Lessor.** If Lender shall succeed to the interest of Lessor under the Lease, Lender shall be bound to County under all the terms, covenants and conditions of the Lease, and County shall, from the date of Lender's succession to the Lessor's interest under the Lease, have the same remedies against Lender for breach of the Lease that County would have had under the Lease against Lessor; provided, however, that despite anything to the contrary in this Agreement or the Lease, Lender, as successor to the Lessor's interest, shall not be:

(a) liable for any act or omission of the Lessor; provided that Lender may elect either to perform the pre-existing obligation or if the Lender does not elect to cure such act or omission then County may perform it and recover the cost out of the Rent;

(b) subject to any offsets or defenses expressly permitted under the Lease, including abatement rights which County might have had against Lessor which existed prior to the time Lender succeeded to the interest of Lessor, except for County's right to provide custodial service and make repairs and to reimbursement pursuant to Section 8 (Custodial Services) and Section 10 (Repairs and Maintenance) of the Lease;

(c) bound by any rent or additional rent that County might have paid for more than one month in advance to Lessor unless actually received by Lender;

(d) bound by any amendment to, or modification of, the Lease or by any waiver or forbearance on the part of any prior lessor (including Lessor) made or given after the date hereof, to the extent that such amendment, modification, waiver or forbearance would: (i) reduce the term of the Lease, (ii) reduce the rent or other monetary obligations of County specified therein or (iii) change a material provision of the Lease that would materially increase Lessor's obligation thereunder or materially decrease County's obligation thereunder, in each case, without the written consent of Lender, provided that with respect to any request by County for additional work or additional improvements to be made for which the County has agreed to pay or reimburse Lessor, such consent by Lender shall not be unreasonably withheld; or

(e) subject to the County's right to assert continuing claims, such as material interference with the County's use and enjoyment of the premises, against the Lender.

6. **Right To Cure.** County agrees that, before County exercises any of its rights or remedies under the Lease, Lender shall have the right, but not the obligation, to cure the default within the same time given Lessor in the lease to cure the default, plus an additional thirty (30) days or ten (10) days in the case of defaults in the payment of money from Lessor to County. County agrees that the cure period shall be extended by the time necessary for Lender to commence foreclosure proceedings and to obtain possession of the Mortgage Premises, provided that:

(a) Lender shall notify County of Lender's intent to effect its remedy;

(b) Lender initiates immediate steps to foreclose on or to recover possession of the Mortgage Premises;

(c) Lender initiates immediate legal proceedings to appoint a receiver for the Mortgage Premises or to foreclose on or recover possession of the Mortgage Premises within the thirty (30) day period; and

(d) Lender prosecutes such proceedings and remedies with due diligence and continuity to completion.

7. **Assignment of Rents.** If Lessor defaults in its performance of the terms of the Loan Documents, County agrees to recognize the Assignment of Rents made by Lessor to Lender and shall pay to Lender, as assignee, from the time Lender gives County notice that Lessor is in default under the terms of the Loan Documents, the rents under the Lease, but only those rents that are due or that become due under the terms of the Lease after notice by Lender. Payments of rents to Lender by County under the assignment of rents and Lessor's default shall continue until the first of the following occurs:

(a) No further rent is due or payable under the Lease;

(b) Lender gives County notice that the Lessor's default under the Loan Documents has been cured and instructs County that the rents shall thereafter be payable to Lessor;

(c) The lien of the Mortgage has been foreclosed and the purchaser at the foreclosure sale (whether Lender or a Transferee) gives County notice of the foreclosure sale. On giving notice, the purchaser shall succeed to Lessor's interests under the Lease, after which time the rents and other benefits due Lessor under the Lease shall be payable to the purchaser as the owner of the Mortgage Premises.

8. **County's Reliance.** When complying with the provisions of Section 7, County shall be entitled to rely on the notices given by Lender under Section 7, and Lessor agrees to release, relieve, and protect County from and against any and all loss, claim, damage, or liability (including reasonable attorney's fees) arising out of County's compliance with such notice.

Lessor and Lender acknowledges and agrees that County shall be entitled to full credit under the Lease for any rents paid to Lender in accordance with Section 7 to the same extent as if such rents were paid directly to Lessor. Any dispute between Lender (or Lender's Transferee) and Lessor as to the existence of a default by Lessor under the terms of the Mortgage, the extent or nature of such default, or Lender's right to foreclosure of the Mortgage, shall be dealt with and adjusted solely between Lender (or Transferee) and Lessor, and County shall not be made a party to any such dispute (unless required by law).

9. **Lender's Status.** Nothing in this Agreement shall be construed to be an agreement by Lender to perform any covenant of the Lessor under the Lease unless and until it obtains title to the Mortgage Premises by power of sale, judicial foreclosure, or deed

in lieu of foreclosure, or obtains possession of the Mortgage Premises under the terms of the Loan Documents.

10. **Cancellation of Lease.** County agrees that it will not cancel, terminate, or surrender the Lease, except at the normal expiration of the Lease term or as provided in the Lease.

11. **Special Covenants.** Despite anything in this Agreement or the Lease to the contrary, if Lender acquires title to the Mortgage Premises, County agrees that: Lender shall have the right at any time in connection with the sale or other transfer of the Mortgage Premises to assign the Lease or Lender's rights under it to any person or entity, and that Lender, its officers, directors, shareholders, agents, and employees shall be released from any further liability under the Lease arising after the date of such transfer, provided that the assignee of Lender's interest assumes Lender's obligations under the Lease, in writing, from the date of such transfer.

12. **Transferee's Liability (Non-Recourse).** If a Transferee acquires title to the Mortgage Premises:

(a) County's recourse against Transferee for default under the Lease shall be limited to the Mortgage Premises or any sale, insurance, or condemnation proceeds from the Mortgage Premises;

(b) County shall look exclusively to Transferee's interests described in (a) above for the payment and discharge of any obligations imposed on Transferee under this Agreement or the Lease; and

(i) Transferee, its officers, directors, shareholders, agents, and employees are released and relieved of any personal liability under the Lease;

(ii) County shall look solely to the interests of Transferee set forth in (a) above, and

(iii) County shall not collect or attempt to collect any judgment out of any other assets, or from any general or limited partners or shareholders of Transferee.

13. **Transferee's Performance Obligations.** Subject to the limitations provided in Sections 11 and 12, if a Transferee acquires title to the Mortgage Premises, the Transferee shall perform and recognize all County improvement allowance provisions, all rent-free and rent rebate provisions, and all options and rights of offer, in addition to Lessor's other obligations under the Lease.

14. **Notice.** All notices required by this Agreement shall be given in writing and shall be deemed to have been duly given for all purposes when:

(a) deposited in the United States mail (by registered or certified mail, return receipt requested, postage prepaid); or

(b) deposited with a nationally recognized overnight delivery service such as Federal Express or Airborne.

Each notice must be directed to the party to receive it at its address stated below or at such other address as may be substituted by notice given as provided in this section.

The addresses are:

Wells Fargo Bank Northwest, N.A., as Trustee
299 S. Main Street, 5th Floor
MAC: U1228-051
Salt Lake City, Utah 84111
Attn: Corporate Trust Services
Telephone Number: (801) 246-6000

County:

Economic Development Agency
3403 Tenth Street, Suite 400
Riverside, CA 92501
Attention: Deputy Director of Real Estate

If to Company:

c/o Capital Partners Development Company
2890 Kilgore Road, Suite 175
Rancho Cordova, CA 95670-6152
Attention:

Copies of notices sent to the parties' attorneys or other parties are courtesy copies, and failure to provide such copies shall not affect the effectiveness of a notice given hereunder.

15. Miscellaneous Provisions.

15.1. This Agreement may not be modified orally; it may be modified only by an agreement in writing signed by the parties or their successors-in-interest. This Agreement shall inure to the benefit of and bind the parties and their successors and assignees.

15.2. The captions contained in this Agreement are for convenience only and in no way limit or alter the terms and conditions of the Agreement.

15.3. This Agreement has been executed under and shall be construed, governed, and enforced, in accordance with the laws of the State of California except to the

extent that California law is preempted by the U.S. federal law. The invalidity or unenforceability of one or more provisions of this Agreement does not affect the validity or enforceability of any other provisions.

15.4. This Agreement has been executed in duplicate. Lender, County and Lessor agree that one (1) copy of the Agreement will be recorded.

15.5. This Agreement shall be the entire and only agreement concerning subordination of the Lease and the leasehold estate created by it, together with all rights and privileges of County under it, to the lien or charge of the Loan Documents and shall supersede and cancel, to the extent that it would affect priority between the Lease and the Loan Documents, any previous subordination agreements, including provisions, if any, contained in the Lease that provide for the subordination of the Lease and the leasehold estate created by it to a deed of trust or mortgage. This Agreement supersedes any inconsistent provision of the Lease.

15.6. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which copies, taken together, shall constitute but one and the same instrument. Signature and acknowledgment pages may be detached from the copies and attached to a single copy of this Agreement to physically form one original document, which may be recorded without an attached copy of the Lease.

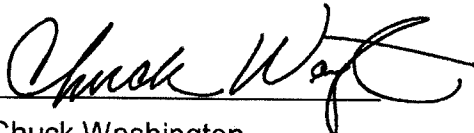
15.7. If any legal action or proceeding is commenced to interpret or enforce the terms of this Agreement or obligations arising out of it, or to recover damages for the breach of the Agreement, the party prevailing in such action or proceeding shall be entitled to recover from the non-prevailing party or parties all reasonable attorneys' fees, costs, and expenses it has incurred.

15.8. Word Usage. Unless the context clearly requires otherwise, (a) the plural and singular numbers will each be deemed to include the other; (b) the masculine, feminine, and neuter genders will each be deemed to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting.

Executed on the date first above written.

COUNTY OF RIVERSIDE:

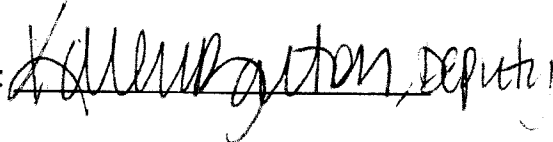
Lender:
Wells Fargo Bank Northwest, N.A., as
Trustee of the CTL Pass-Through Trust,
Series 2018 (Perris, Riverside County)


By: 
Chuck Washington
Chairman, Board of Supervisors

By: _____
Name:
Title:


ATTEST:
Clerk to the Board

Lessor:
CP Perris MH, LLC, a California limited
liability company

By: 

By: 
Name: John A. Buekel
Title: Manager

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By: 
Thomas Oh,
Deputy County Counsel

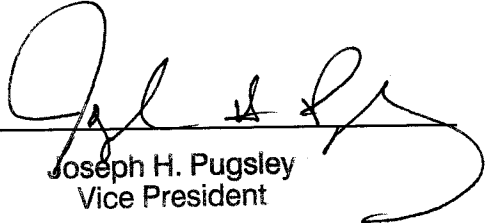
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Executed on the date first above written.

COUNTY OF RIVERSIDE:

Lender:
Wells Fargo Bank Northwest, N.A., as
Trustee of the CTL Pass-Through Trust,
Series 2018 (Perris, Riverside County)

By: _____
Chuck Washington
Chairman, Board of Supervisors

By: 
Name: Joseph H. Pugsley
Title: Vice President

ATTEST:
Clerk to the Board

Lessor:
CP Perris MH, LLC, a California limited
liability company

By: _____

By: _____
Name:
Title:

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By: _____
Thomas Oh,
Deputy County Counsel

MH:tg/022218/012MH/19.697

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Sacramento)

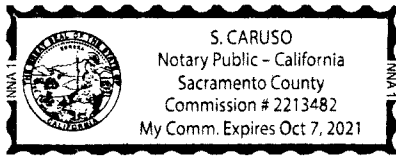
On 4-12-2018 before me, S. Caruso, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John A. Buckel
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature S. Caruso
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: S N D A

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____


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

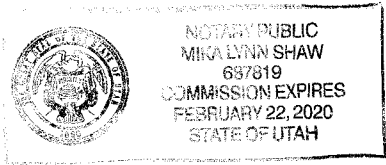
STATE OF UTAH)
)SS.
COUNTY OF)

On April 12th, 2018, before me, Mika Lynn Shaw, a Notary Public in and for the State of Utah, personally appeared Joseph H. Pugsley, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

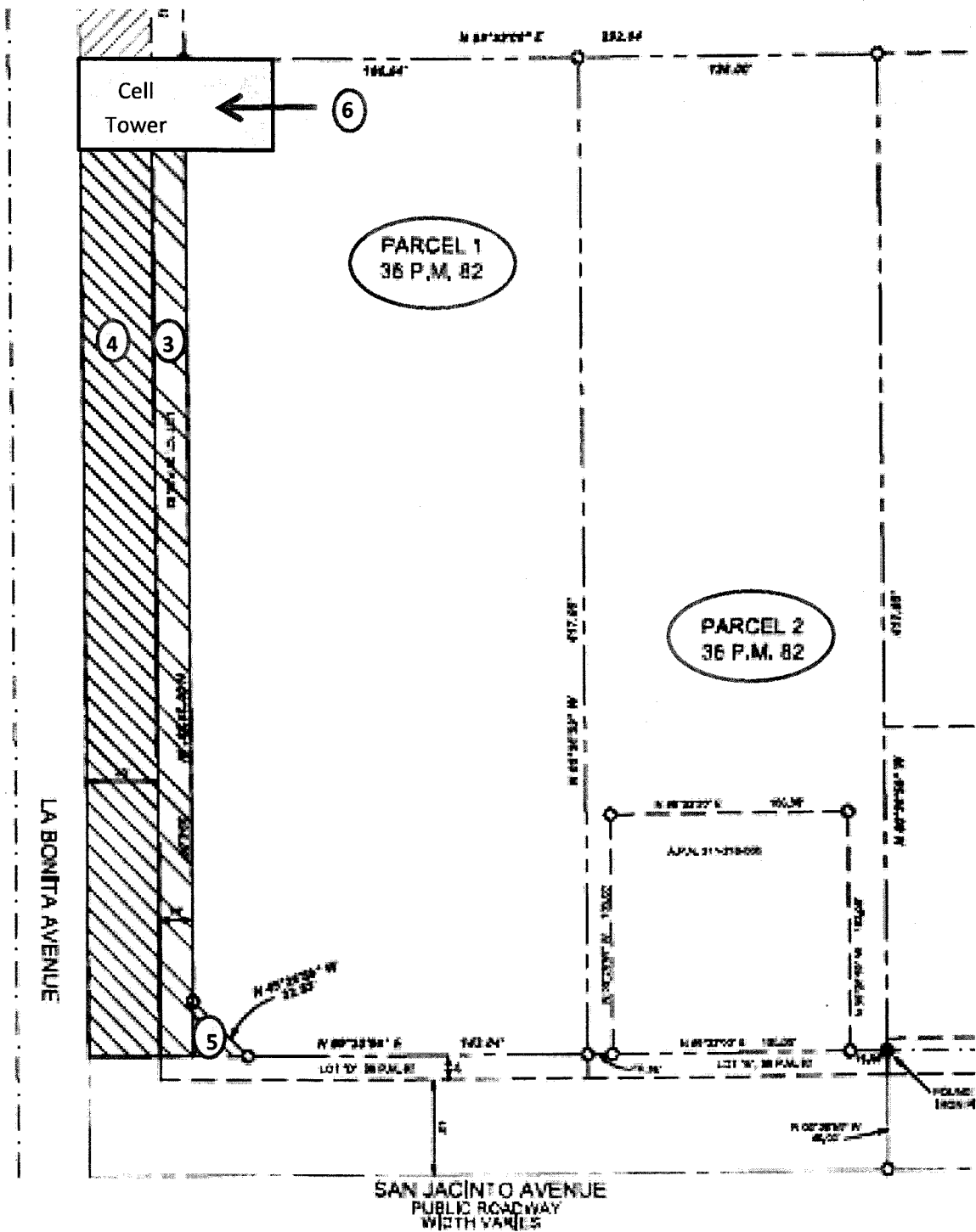
I certify under Penalty of Perjury under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



[EXHIBIT A: Legal Description of Mortgage Premises]



PARCEL 1

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 OF PARCEL MAP 9233, RECORDED JUNE 29, 1977 IN BOOK 36, PAGE 82 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN(s): 311-210-026 CONTAINING 2.011 ACRES, MORE OR LESS

PARCEL 2

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 2 OF PARCEL MAP 9233, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED JUNE 29, 1977, IN BOOK 36, PAGE 82 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY.

APN(s): 311-210-005-7; 311-210-012-3 CONTAINING 1.206 ACRES, MORE OR LESS

PARCEL 3

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT "C", AS SHOWN ON PARCEL MAP NO.9233 ON FILE IN BOOK 36 OF PARCEL MAPS AT PAGE 82, RECORDS OF RIVERSIDE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL "C";
THENCE ALONG THE NORTH LINE OF SAID PARCEL SOUTH 89° 33' 00"
WEST 14.00 FEET TO A POINT ON THE EAST LINE OF FORMER
REDLANDS AVENUE, SAID POINT ALSO BEING THE NORTHWEST
CORNER OF SAID PARCEL; THENCE ALONG SAID EAST LINE SOUTH 00°
26' 59" EAST 416.99 FEET TO A POINT ON THE NORTH LINE OF SAN
JACINTO AVENUE; THENCE ALONG SAID NORTH LINE NORTH 89° 33' 00"
EAST 14.00 FEET; THENCE LEAVING SAID NORTH LINE ALING THE EAST
LINE OF SAID PARCEL "C", ALSO BEING THE EAST LINE OF PARCEL 1 AS
SHOWN ON SAID PARCEL MAP NORTH 00° 26' 59" WEST 416.99 FEET TO
THE POINT OF BEGINNING.

CONTAINING 0.134 ACRE, MORE OR LESS.

PARCEL 4

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE EAST HALF OF FORMER REDLANDS AVENUE, AS SHOWN ON PARCEL MAP NO. 9233 ON FILE IN BOOK 36 OF PARCEL MAPS AT PAGE 82, RECORDS OF RIVERSIDE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL "C" AS SHOWN ON SAID PARCEL MAP NO. 9233; THENCE SOUTH 89° 33' 00" WEST 30.00 FEET TO A POINT ON THE CENTERLINE OF SAID FORMER REDLANDS AVENUE; THENCE ALONG SAID CENTERLINE SOUTH 00° 26' 59" EAST 416.99 FEET TO A POINT IN THE NORTH LINE OF SAN JACINTO AVENUE; THENCE ALONG SAID NORTH LINE NORTH 89° 33' 00" EAST 30.00 FEET; THENCE ALONG THE EAST LINE OF FORMER REDLANDS AVENUE NORTH 00° 26' 59" WEST 416.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.287 ACRE, MORE OR LESS.

PARCEL 5

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT "C", AS SHOWN ON PARCEL MAP NO. 9233 ON FILE IN BOOK 36 OF PARCEL MAPS AT PAGE 82, RECORDS OF RIVERSIDE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1 AS SHOWN ON SAID PARCEL MAP; THENCE ALONG THE NORTH LINE OF SAN JACINTO AVENUE SOUTH 89° 33' 00" WEST 23.00 FEET; THENCE LEAVING SAID NORTH LINE NORTH 00° 26' 59" WEST 23.00 FEET TO A POINT ON THE SOUTH TERMINUS OF THE WEST LINE OF SAID PARCEL 1; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 1 SOUTH 45° 26' 59" EAST 32.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.006 ACRE, MORE OR LESS.

PARCEL 6

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL 1, LOT "C" AND LA BONITA AVENUE AS SHOWN ON PARCEL MAP 9233, RECORDED JUNE 29, 1977 IN BOOK 36, PAGE 82 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTH LINE OF SAID PARCEL 1 NORTH 89°33'00" EAST 30.00 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 00°26'59" EAST 40.00 FEET; THENCE SOUTH 89°33'00" WEST 74.00 FEET TO A POINT ON THE CENTERLINE OF LA BONITA AVENUE ; THENCE ALONG SAID CENTERLINE NORTH 00°26'59" WEST 40.00 FEET; THENCE ALONG THE PROJECTION OF THE NORTH LINE OF SAID PARCEL 1 AND THE NORTH LINE OF SAID LOT "C" NORTH 89°33'00" EAST 44.00 TO THE POINT OF BEGINNING.

CONTAINING 0.067 ACRE, MORE OR LESS.

Total area is 3.711 acres

Please note, parcels 1 – 5 will eventually be combined into one parcel during the City entitlement process through lot line abandonments prior to commencement of construction.