

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

RSI Communities – California LLC
6440 Oak Canyon, Suite 200
Irvine, CA 92618
Attn: Legal Department

APN:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RELEASE OF LIEN

That certain Lien Contract against RSI Communities – Heartland LLC, a Delaware limited liability company recorded on February 23, 2017 as Instrument No. 2017-0076552 of Official Records of Riverside County, California is hereby fully satisfied, released and discharged.

The property affected by this release is described as follows:

Tract 27971 PA 14 Off-site Improvements - Park Site and Trail Improvements

Dated:

CITY OF BEAUMONT

By:

Mayor

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)
) SS.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, 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 _____

DOC # 2017-0076552

02/23/2017 11:17 AM Fees: \$0.00

Page 1 of 17

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

RECORDING REQUESTED BY

NAME: FNTG Builder Services 23015746-SG

WHEN RECORDED MAIL TO:

NAME: City of Beaumont, Attn: City Clerk

ADDRESS: 550 East 6th Street

CITY / STATE / ZIP: Beaumont, CA 92223

**This document was electronically submitted
to the County of Riverside for recording**
Received by: SOPHIA #466

(DOCUMENT WILL ONLY BE RETURNED TO NAME & ADDRESS IDENTIFIED ABOVE)

(SPACE ABOVE FOR RECORDER'S USE)

Agreement

(DOCUMENT TITLE)

SEPARATE PAGE, PURSUANT TO CA. GOV'T. CODE 27361.6

**Recording Requested by:
FNTG Builder Services**

23015746-55
 * EXEMPT RECORDING
 REQUESTED BY AND WHEN
 RECORDED MAIL TO:

City of Beaumont
 Attention: City Clerk
 550 East 6th Street
 Beaumont, CA 92223

LIEN CONTRACT

(Lien Contract as Initial Security; Gov. Code Section 66499(a)(4))

THIS LIEN CONTRACT ("Lien Contract") is entered into this 16th day of December, 2016, by and between the CITY OF BEAUMONT, CALIFORNIA, a general law city ("City") and RSI COMMUNITIES – HEARTLAND, a Delaware limited liability company ("Owner").

RECITALS

A. A predecessor-in-interest of the Owner sought and obtained the City's approval of Tentative Tract Map No. 27971 (the "Map"). A copy of the Map is on file in the Office of the City Clerk and is incorporated herein by reference.

B. As a condition precedent to approval of Parcel Map No. 34880 ("Final Map"), which Final Map was filed in Book 237, Pages 67 through 76, inclusive, of Parcel Maps, in the Office of the County Recorder of Riverside, California, LV Heartland LLC, a Delaware limited liability company ("LVH"), as predecessor-in-interest of the Owner, entered into that certain Agreement to Provide Security for Improvements for Tract Map or Parcel Map or Plot Plan dated July 17, 2014 ("Original Subdivision Improvement Agreement") to complete certain tasks and construct certain improvements as required by the Final Map and other entitlements including the Specific Plan and Final Environmental Impact Report applicable to the property subject to the Final Map ("Developer Obligations"). The Original Subdivision Improvement Agreement required LVH to provide security satisfactory to the City in accordance with and the Subdivision Map Act (Gov. Code, §§ 66462 and 66499).

C. The Developer Obligations remain outstanding and unperformed.

D. Owner and City have entered into that certain replacement Agreement to Provide Security for Improvements for Tract Map or Parcel Map or Plot Plan dated as of Dec. 16, 2016 ("New Subdivision Improvement Agreement") to replace the Original Subdivision Improvement Agreement and provide for the Owner's posting of new security in connection therewith.

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E. City is authorized to accept the security proposed by Owner, known as a lien contract, under the provisions of Government Code Section 66499(a)(4) and, pursuant to the New Subdivision Improvement Agreement, City has agreed to accept the first lien on the terms and conditions hereof.

F. City has found and determined, pursuant to California Government Code Section 66499(a)(4) that "it would not be in the public interest to require the installation of the required improvement[s] sooner than two years after the recordation" of the Map.

NOW, THEREFORE, for good and valuable consideration, including the obligations herein and the trust herein created, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Owner's Performance.

a. Owner hereby grants to City, in accordance with the terms and conditions of this Lien Contract, a first lien upon the property described in Attachment "A" ("Property"), attached hereto, as security for the following obligations of Owner:

- (1) Construction of the improvements ("Improvements") specified in the New Subdivision Improvement Agreement, in the estimated amount and for the purposes specified in Attachment "B" attached hereto; provided, however, that Owner's obligation hereunder shall extend to the actual cost of construction of the Improvements, notwithstanding that such costs may exceed the estimate set forth in Attachment "B"; and
- (2) Payment of the fees or services ("Fees") required by the City in the amount required as a condition of approval of the Final Map.
- (3) All of the Developer Obligations and the obligations of Owner under this Lien Contract and under the New Subdivision Improvement Agreement ("Obligations").

This lien secures said Improvements, Fees and Obligations (collectively, the "Secured Obligations").

b. For the purpose of securing payment and performance of the Secured Obligations, Owner hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Fidelity National Title ("Trustee"), as trustee, in trust, WITH POWER OF SALE TOGETHER WITH THE RIGHT OF ENTRY AND POSSESSION, for the benefit and security of the City, all present and future rights, titles, interests, estates, powers and privileges that Owner now has or may hereafter acquire in or to the Property. Prior to obtaining any type of permit, including a grading or building permit, or commencing the installation and construction of any portion of the Improvements required by the New Subdivision Improvement Agreement, whichever occurs first, Owner shall deposit fees for inspections, tests and other related purposes, and shall substitute payment and performance bonds in amounts satisfactory to the City ("Suitable Future Bond") in place of this Lien Contract. Owner shall make the deposits specified herein in the amounts prescribed for such purposes at the time the deposit is due. Owner also

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agrees to provide the Suitable Future Bond in the amounts and for the purposes set forth in the New Subdivision Improvement Agreement, except that the amounts shall be calculated using the estimated cost of the Improvement as of the time of the substitution of security, as ascertained by the City.

c. Owner shall perform and complete the Improvements required by the New Subdivision Improvement Agreement, including without limitation, the requirement that, except as otherwise agreed by the CITY, Improvements that are secured by one or more payment and performance bonds shall be constructed within one (1) year after the date on which the DEVELOPER has delivered such payment and performance bonds to the CITY.

2. City's Performance.

Following City's approval and receipt of the substitute forms of security submitted by Owner pursuant to Paragraph 1(c) above and receipt of applicable Fees, City shall release the Property from the provisions of this Lien Contract, and shall execute any necessary release to enable Owner or its transferee to clear the record of title of the Property so released of the lien herein imposed.

3. Effect of Lien Contract.

a. From the date of recordation of this Lien Contract, a lien shall attach to the Property which shall have the priority of a judgment lien in an amount necessary to secure and discharge all obligations contained in this Lien Contract and New Subdivision Improvement Agreement, and any Fees.

b. Unless written consent of the City is obtained, the Owner shall not convey, lien or encumber any portion of or interest in the Property covered by this Lien Contract until Suitable Future Bonds or some other form of alternative security acceptable to the City has been provided and this Lien Contract has been released.

c. So long as this Lien Contract is utilized for security as described herein, offers of dedication for street purposes on the Property will not be accepted by the City.

The City shall not have an obligation to subordinate its rights hereunder to any other lender or encumbrancer unless substitute security in the form of a bond or letter of credit satisfactory to City is secured by Owner.

4. Events of Default. Upon the occurrence of any one of the following events, Owner shall be deemed in default hereunder:

a. Failure by Owner to deposit fees for inspections, tests and other specific purposes or to substitute Suitable Future Bonds or other forms of security satisfactory to City within the time allotted and as prescribed by this Lien Contract.

b. Commencement of any work on the Improvements by Owner, its agents or employees, prior to substitution of acceptable security, including, without limitation, Suitable Future Bonds, with the City in place of this Lien Contract.

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c. Failure by Owner to complete construction of the Improvements described in the New Subdivision Improvement Agreement within the time allotted and as prescribed in this Lien Contract, and otherwise extended pursuant to the terms of the New Subdivision Improvement Agreement.

d. The appointment, pursuant to an order of a court of competent jurisdiction, of a trustee, receiver or liquidator of the Property or any part thereof, or of Owner.

e. The filing by Owner of a petition in bankruptcy or for an arrangement or for reorganization pursuant to the Federal Bankruptcy Code or any similar law, federal or state, or the adjudication of Owner as a bankrupt or as insolvent by a decree of a court of competent jurisdiction, or the making of an assignment for the benefit of creditors, or the admission by Owner in writing of its inability to pay its debts generally as they become due, or the giving of consent by Owner to the appointment of a receiver or receivers of all or any part of its property, including the Property.

f. The filing by any of the creditors of Owner or the reorganization of Owner pursuant to the Federal Bankruptcy Code or any similar law, federal or state and the same is not discharged within ninety (90) days after the date of filing thereof.

g. Levy of any attachment or writ of execution against Owner and the Property whereby the Property is taken or occupied or attempted to be taken or occupied by someone other than Owner and such attachment or execution is not released within (60) days.

h. Sale of any lot or lots shown on the Map prior to release of the lien created by this Lien Contract, except as provided in Paragraph 3(b).

i. Failure of owner to pay the Fees described in Paragraph 1(a)(2) above, at the time required.

j. Breach by Owner of any other term or condition of this Lien Contract or the Subdivision Improvement Agreement, or Owner's failure to fully and faithfully discharge its obligations hereunder within the time specified herein.

k. Failure to pay prior to delinquency any taxes, assessments, fees or other amounts the payment of which are secured by a lien against part or all of the Property.

l. Failure of Owner to maintain liability insurance in the amount of at least \$2,000,000.00 per occurrence and in the aggregate on the Property naming City as an additional insured.

m. The occurrence of any waste, violation of an ordinance, violation of a condition of approval or nuisance on the Property which is not cured by Owner within thirty (30) days following written notice from City.

n. The breach or violation of any other subdivision improvement agreement, or lien contract between City and Owner beyond any applicable notice and cure period.

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All references to Owner in this Paragraph 4 shall be deemed to include Owner's successors, assignees and transferees.

5. City's Remedies. Upon the occurrence of any of the events described in Paragraph 4, above, City may, at its option, declare all obligations, amounts and indebtedness secured hereby immediately due and payable without any presentment, demand, protest, or notice, and take one or more of the actions below:

a. Pursue any or all of the remedies provided in the New Subdivision Improvement Agreement;

b. Commence and maintain an action or actions to foreclose this lien by appropriate action in court or as provided by law for the non-judicial foreclosure of mortgages or deeds of trust under power of sale pursuant to California Civil Code Sections 2924, 2924(b) and 2924(c), and Owner agrees that the amount of said lien shall include attorneys' fees as provided in Paragraph 6(b) below. CITY will deposit with TRUSTEE this Lien Contract, the New Subdivision Improvement Agreement, and any receipts and evidence of expenditures made and secured as TRUSTEE may require. If notice of default has been given as then required by law, and after lapse of the time that may then be required by law, after recordation of the notice of default, TRUSTEE, without demand on OWNER, will, after notice of sale having been given as required by law, sell the Property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels as TRUSTEE determines, and in any order that it may determine, at public auction to the highest bidder. TRUSTEE may postpone sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time after that may postpone the sale by public announcement at the time fixed by the preceding postponement, and without further notice make the sale at the time fixed by the last postponement; or TRUSTEE may, in its discretion, give a new notice of sale. CITY may rescind any notice of default at any time before TRUSTEE's sale by executing a notice of rescission and recording it. The recordation of the notice will constitute a cancellation of any prior declaration of default and demand for sale and of any acceleration of maturity of obligations affected by any prior declaration or notice of default. The exercise by CITY of the right of rescission will not constitute a waiver of any default then existing or subsequently occurring, or impair the right of CITY to execute other declarations of default and demand for sale, or notices of default and of election to cause the Property to be sold, nor otherwise affect the Lien Contract, the New Subdivision Improvement Agreement, or any of the rights, obligations, or remedies of CITY or TRUSTEE. After sale, TRUSTEE will deliver to the purchaser its deed conveying the property sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts will be conclusive proof of their truthfulness. Any Person, including Owner, TRUSTEE, or CITY, may purchase at that sale. If allowed by law, CITY, if it is the purchaser, may turn in the New Subdivision Security Agreement at the amount owing on it toward payment of the purchase price (or for endorsement of the purchase price as a payment if the amount owing exceeds the purchase price). TRUSTEE, upon the sale, will make (without any covenant or warranty, express or implied), execute and, after due payment made, deliver to a purchaser and its heirs or assigns a deed or other record of interest, as the case may be, to the Property

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sold, which will convey to the purchaser all the title and interest of Owner in the Property and will apply the proceeds of the sale in payment first, of the expenses of the sale together with the expenses of the trustee, including, without limitation, attorney fees, that will become due on any default made by OWNER, and also any sums that TRUSTEE or CITY have paid for procuring a search of the title to the Property subsequent to the execution of this Lien Contract; and second, of the Secured Obligations then remaining unpaid. TRUSTEE will pay the balance or surplus of the proceeds of sale, if any, to OWNER and its successors or assigns as its interests may appear;

c. Commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument as a mortgage or to obtain specific enforcement of the covenants of Owner hereunder, and Owner agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy and that for the purposes of any suit brought under this subparagraph, Owner waives the defense of laches and any applicable statute of limitations;

d. Estimate the cost of the work required to complete the Improvements which estimate shall be deemed a debt and obligation in a liquidated sum of Owner, and judicially or non-judicially foreclose said lien in said amount; and

e. Pursue any other remedy, legal or equitable including but not limited to those for the foreclosure of a lien, and Owner, its assigns, shall pay reasonable attorneys' fees as a cost in said proceedings.

6. General Provisions.

a. Recordation. This Lien Contract shall be recorded by City with the Recorder's Office of the County of Riverside immediately following execution of this Lien Contract by (1) all parties hereto, and (2) all parties having any record title interest in the subject real property, pursuant to Government Code Section 66436, acknowledging subordination of their interests to this Lien Contract.

b. Attorneys' Fees. City shall be entitled to reasonable attorneys' fees, paralegal fees, and other charges, expenses and costs incurred in enforcing its rights under this Lien Contract.

c. Contingency. This Lien Contract shall not take effect until it has been approved by the City and recorded.

d. Entire Agreement. This Lien Contract together with all attachments and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

e. Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Lien Contract and the intentions of the parties.

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f. Governing Law. This Lien Contract shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

g. Headings. The captions and Section headings used in this Lien Contract are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

h. Modification, Waiver. No modification, waiver, amendment or discharge of this Lien Contract shall be valid unless the same is in writing and signed by all parties.

i. No Other Inducement. The making, execution and delivery of this Lien Contract by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.

j. Severability. If any term, provision, covenant or condition of this Lien Contract is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Lien Contract shall not be affected thereby, and each term, provision, covenant or condition of this Lien Contract shall be valid and enforceable to the fullest extent permitted by law.

k. Execution in Counterparts. This Lien Contract may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

l. If City or the Trustee is made a party to or is threatened with any litigation concerning this Lien Contract or the New Subdivision Improvement Agreement the Property or any part thereof or interest therein, or the actions or omissions of Owner on the Property then Owner shall indemnify, defend and hold City and Trustee harmless for, from and against all liability by reason of said threat and/or litigation, including reasonable attorneys' fees and expenses incurred by City as a result of any such threat and/or litigation, whether or not any such threat and/or litigation is prosecuted to judgment; provided, however, that the indemnification to be provided by Owner to the City pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, action, et cetera, is the result of the sole negligence or sole willful misconduct of the City. City or Trustee may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach of the foregoing obligation by Owner, Owner shall pay City and Trustee reasonable attorneys' fees and expenses incurred by City or Trustee, whether or not an action is actually commenced against Owner or Trustee by reason of its breach.

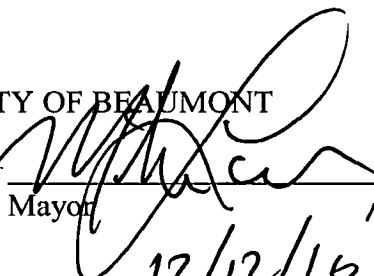
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IN WITNESS WHEREOF, the Parties have caused this instrument to be executed as of the day and year first written above.

CITY OF BEAUMONT

By

Mayor


MICHAEL LARA

Date

12/12/16

Signature Page of Lien Contract

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF Riverside

On Dec 12, 16, before me, Nicole Wheelwright Notary Public
(here insert name and title of the officer)

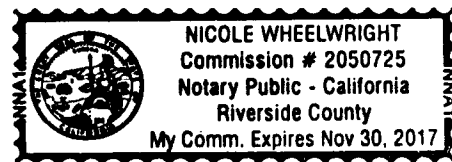
personally appeared Michael Lara,

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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Nicole Wheelwright
Signature




(Seal)

Signature Page of Lien Contract

DEVELOPER:

RSI COMMUNITIES – HEARTLAND LLC,
a Delaware limited liability company

By: 
Name: DARIUS FATAKIA
Title: VICE PRESIDENT LAND DEVELOPMENT

12/12/16
Date

Address: 620 Newport Center Drive, 12th Floor
Newport Beach, CA 92660

Signature Page of Lien Contract

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF Orange

On December 13, 2016, before me, Amber Larae Churchin, Notary Public
(here insert name and title of the officer)

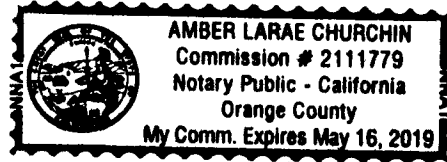
personally appeared Darius Fatakia

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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.


Signature



(Seal)

Signature Page of Lien Contract

ATTACHMENT A**LEGAL DESCRIPTION OF PROPERTY**

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

PARCEL 1:

LOTS 1 THROUGH 69, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "F", INCLUSIVE, OF TRACT NO. 27971-1, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 443, PAGES 95 THROUGH 99, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOTS 1 THROUGH 59, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "G", INCLUSIVE, OF TRACT NO. 27971-2, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 443, PAGES 100 THROUGH 104, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOTS 1 THROUGH 84, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "F", INCLUSIVE, OF TRACT NO. 27971-3, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 1 THROUGH 5, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOTS 1 THROUGH 73, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "F", INCLUSIVE, OF TRACT NO. 27971-4, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 6 THROUGH 9, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

LOTS 1 THROUGH 127, INCLUSIVE, AND LETTERED LOTS A THROUGH J, INCLUSIVE, OF TRACT NO. 27971-5, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 448, PAGES 58 THROUGH 63, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 6:

Attachment A – Legal Description

LOTS 1 THROUGH 72, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "E", INCLUSIVE, OF TRACT NO. 27971-6, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 10 THROUGH 14, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 7:

LOTS 1 THROUGH 63, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "E", INCLUSIVE, OF TRACT NO. 27971-7, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 15 THROUGH 19, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 8:

LOTS 1 THROUGH 83, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "G", INCLUSIVE, OF TRACT NO. 27971-8, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 20 THROUGH 24, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 9:

LOTS 1 THROUGH 102, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "F", INCLUSIVE, OF TRACT NO. 27971-9, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 25 THROUGH 30, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 10:

LOTS 1 THROUGH 153, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "J", INCLUSIVE, OF TRACT NO. 27971-10, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 31 THROUGH 36, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 11:

LOTS 1 THROUGH 66, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "D", INCLUSIVE, OF TRACT NO. 27971-11, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 37 THROUGH 40, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 12:

LOTS 1 THROUGH 67, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "E", INCLUSIVE, OF TRACT NO. 27971-12, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 41

Attachment A – Legal Description

THROUGH 44, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 13:

PARCELS 13, 14, 15, 16, 17, 18 AND 19 THROUGH 23, INCLUSIVE OF PARCEL MAP NO. 34880, RECORDED IN BOOK 237 OF PARCEL MAPS, PAGES 67 THROUGH 76, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

PARCEL 14:

LETTERED LOTS A THROUGH Z, AND AA OF PARCEL MAP NO. 34880, RECORDED IN BOOK 237 OF PARCEL MAPS, PAGES 67 THROUGH 76, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

Attachment A – Legal Description

ATTACHMENT B
DESCRIPTION OF IMPROVEMENTS

Attachment B – Description of Improvements

Exhibit B

Description: Tract 27971 Offsite Improvements – Park site and trail Improvements

Amount: \$2,800,000.00