

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

City of Temecula
41000 Main Street
Temecula, CA 92590
Attn: Randi Johl, JD, MMC
City Clerk

Exempt from recording fees pursuant to Govt. Code Section 27383
(Space above for recorder's use)

**SECOND AMENDMENT TO DEVELOPMENT
AGREEMENT BY AND BETWEEN THE CITY OF
TEMECULA AND LENNAR HOMES, INC., A
CALIFORNIA CORPORATION AND WINCHESTER
HILLS I LLC, A CALIFORNIA LIMITED LIABILITY
COMPANY**

This Second Amendment to Development Agreement is made and entered into as of _____, 2022, by and between the CITY OF TEMECULA, a California municipal corporation ("City"); HARVESTON-SAB NORTH LLC, a California limited liability company ("Harveston North") and HARVESTON-SAB SOUTH LLC, a California limited liability company, successors in interest to HARVESTON-SAB LLC, a California limited liability company ("Harveston) successor in interest to Winchester Hills I LLC, a California limited liability company; and MERITAGE HOMES OF CALIFORNIA, INC., a California corporation ("Meritage"), HOEHN ENTERPRISE 5 TEMECULA LLC, a California limited liability company ("Hoehn 5"), SOLANA WINCHESTER LLC, a Delaware limited liability company ("Solana"), LANTERN CREST AT TEMECULA, LLC, a California limited liability company ("Lantern Crest"), and ADVANTAGED ASSET ACQUISITIONS 1, LLC, a California limited liability company ("Advantaged") pursuant to the authority of Section 65864 through 65869.5 of the California Government Code and Article XI, Section 2 of the California Constitution. Pursuant to said authority and in consideration of the mutual covenants set forth in this Second Amendment, the parties hereto agree as follows:

1. Recitals. This Second Amendment is made with respect to the following purposes and facts which the parties agree to be true and correct:

A. On August 28, 2001, the City Council of the City of Temecula approved that certain agreement entitled “Development Agreement By And Between The City Of Temecula And Lennar Homes, Inc., A California Corporation And Winchester Hills I LLC, A California Limited Liability Company” by the adoption of Ordinance No. 01-08 (the “Development Agreement”). The Development Agreement was recorded on January 16, 2002 as Document No. 2002-026470 in the Official Records of the County of Riverside.

B. On October 23, 2007, the City Council of the City of Temecula approved that certain agreement entitled “First Amendment to Development Agreement By And Between The City Of Temecula And Lennar Homes, Inc., A California Corporation And Winchester Hills I LLC, A California Limited Liability Company” by the adoption of Ordinance No. 07-14 (“First Amendment”). The First Amendment was recorded on October 2, 2015 as Document No. 2015-0437479 in the Official Records of the County of Riverside.

C. The real property which is subject to the Development Agreement and the First Amendment is comprised of two components. The first is the Lennar Property described in the Development Agreement (“Lennar Property”). The second is the Winchester Hills I LLC Property which was specifically described in Exhibit A to the First Amendment (“Winchester Property”).

D. The Lennar Property has been developed consistent with the Development Agreement, so the term of the Development Agreement as it pertains to the Lennar Property has expired.

E. Winchester Hills I LLC’s interest in the Winchester Property and in the Development Agreement (as amended by the First Amendment) was transferred to Harveston in 2012. The northerly portion of the Winchester Property acquired by Harveston was transferred to Harveston North in 2015 and the southerly portion was transferred to Harveston South in 2016. Harveston North sold a portion of the Winchester Property to Hoehn Enterprise 4 Temecula LLC (the “Hoehn 4 Property”) in 2016. The Hoehn 4 Property has been developed as an automobile dealership consistent with the Development Agreement, so the term of the Development Agreement as it pertains to the Hoehn 4 Property has expired. Harveston North and Harveston South have requested to repeal the First Amendment which extended the term of the Development Agreement and to reinstate the original term of the Development Agreement for the remaining portions of the Winchester Property.

F. Harveston North has sold portions of the Winchester Property to: i.) Meritage, a “Merchant Builder” under the Development Agreement, and to ii.) Hoehn 5 and iii.) Solana, both of which are “Subsequent Owners” under the Development Agreement. Harveston South has sold portions of the Winchester Property to: iv.) Lantern Crest, and v.) Advantaged, all of which are “Subsequent Owners” under the Development Agreement. Neither Harveston North nor Harveston South currently own any portion of the Winchester Property but are parties to this Second Amendment to confirm their personal rights under the Development Agreement, including but not limited to their rights to fee credits pursuant to Section 4.8 of the Development Agreement. The portion of the Winchester Property that is owned by Meritage (the “Meritage Property”) is specifically described and depicted on Exhibit “A” hereto. The portion of the Winchester Property that is owned by Hoehn 5 (the “Hoehn 5 Property”) is specifically described

and depicted on Exhibit “B” hereto. The portion of the Winchester Property that is owned by Solana (the “Solana Property”) is specifically described and depicted on Exhibit “C” hereto. The portion of the Winchester Property that is owned by Lantern Crest (the “Lantern Crest Property”) is specifically described and depicted on Exhibit “D” hereto. The portion of the Winchester Property that is owned by Advantaged (“the Advantaged Property”) is specifically described and depicted on Exhibit “E” hereto. The properties listed in this paragraph and described in the Exhibits are collectively referred to herein as the “Remaining Winchester Properties.”

G. Harveston North and Harveston South each warrant and represent to the City that these five entities are the only persons that own the Remaining Winchester Properties and that no other persons are required to consent to or approve this Second Amendment.

H. The Planning Commission of the City of Temecula held a duly noticed public hearing on _____, 2022 and by Resolution No. 22-____ recommended to the City Council that this Second Amendment be approved.

I. On _____, 2022, the City Council of the City of Temecula held a duly noticed public hearing on the proposed Second Amendment and the CEQA documentation at which time all persons had the opportunity to testify in support of or opposition to the proposed Second Amendment.

J. On _____, 2022 the City Council of the City of Temecula adopted Ordinance No. 22-____ approving this Second Amendment.

2. Repeal of First Amendment. The First Amendment is hereby repealed and is of no further force and effect as to the Remaining Winchester Properties.

3. Authority to Enter Into Second Amendment. The entities in Recital F above each warrant and represent to the City that its approval of this Second Amendment will not violate any agreements they may have with other persons. The person or persons executing this Second Amendment on behalf of said entities each further warrant and represent to the City that this Second Amendment has been duly approved by each and that all applicable notices, approvals and procedures were complied with and that he or she is duly authorized by his/her principal to execute this Second Amendment on behalf of that entity and has been duly authorized to do so.

4. Other Terms Remain. Except as specifically set forth herein, all other terms and conditions of the Development Agreement shall remain in full force and effect as to the Remaining Winchester Properties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as provided herein.

**CITY OF TEMECULA,
a municipal corporation**

Matt Rahn
Mayor

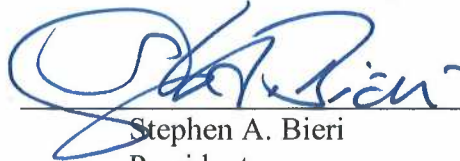
Attest:

Randi Johl, JD, MMC
City Clerk

Approved As to Form:


Peter M. Thorson
City Attorney

**HARVESTON-SAB NORTH LLC,
a California limited liability company**




Stephen A. Bieri
President

**HARVESTON-SAB SOUTH LLC,
a California limited liability company**




Stephen A. Bieri
President

**MERITAGE HOMES OF CALIFORNIA, INC.,
a California corporation**


Name: AARON TALARICO
Title: V.P.

**HOEHN ENTERPRISE 5 TEMECULA LLC,
a California limited liability company**


Name: Theodore Hoehn
Title: Vice-President

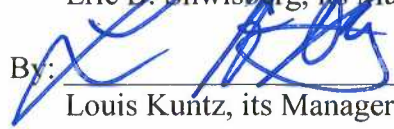
**SOLANA WINCHESTER LLC,
a Delaware limited liability company**

By: KR Temecula Ventures LLC
a Delaware limited liability company, its Manager

By: RP Solana Winchester Investors LLC
a Delaware limited liability company, its Manager

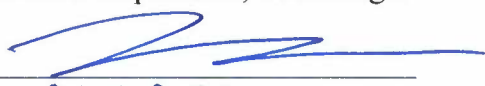
By: ReyLenn Properties LLC,
a California limited liability company, its Manager

By: 
Eric B. Shwisberg, its Manager

By: 
Louis Kuntz, its Manager

By: Winchester MF, LLC
an Arizona limited liability company, its Manager

By: Kitchell Development Company,
an Arizona corporation, its Manager

By: 
Name: Robert A. Schramm
Title: Manager

LANTERN CREST AT TEMECULA, LLC,

A handwritten signature in blue ink, appearing to read "Michael Grant", written over a horizontal line.

Name: MICHAEL GRANT
Title: PRES.

**ADVANTAGED ASSET ACQUISITIONS 1, LLC,
a California limited liability company**

A handwritten signature in blue ink, appearing to read "Michael A. Grant", written over a horizontal line.

Name: Michael A. Grant
Title: President

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 San Diego)

On 20 July 2022, before me, Shelby R. Smith,
(insert name and title of the officer)

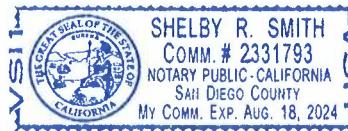
Notary Public, personally appeared Stephen A. Bier,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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 Shelby R. Smith

(Seal)



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State of California)
County of San Diego)

On 20 July 2022, before me, Shelby R. Smith,
(insert name and title of the officer)

Notary Public, personally appeared Stephen A. Bier,
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 Shelby R. Smith (Seal)



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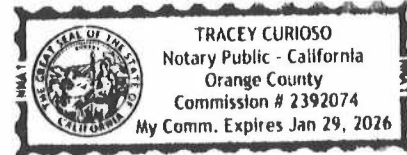
State of California)
County of Orange)

On August 9, 2022, before me, Tracy Curioso,
(insert name and title of the officer)

Notary Public, personally appeared Aaron Talarico,
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 Tracy Curioso

(Seal)

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State of California)
County of San Diego)

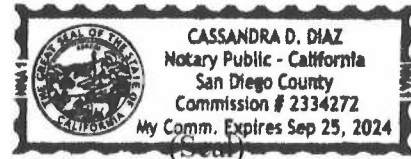
On August 4th, 2022, before me, Cassandra D Diaz,
(insert name and title of the officer)

Notary Public, personally appeared Theodore Hoehn,
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 Cassandra D Diaz



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State of California)
County of San Diego)

On July 28, 2022, before me, Mary Kelly Bethea,
(insert name and title of the officer)

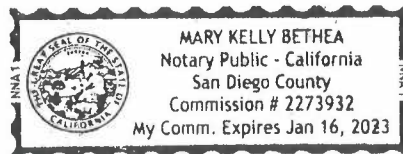
Notary Public, personally appeared Eric B. Shursberg,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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 Mary K.

(Seal)



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State of California)
County of San Diego)

On July 5, 2022, before me, Mary Kelly Bethea,
(insert name and title of the officer)

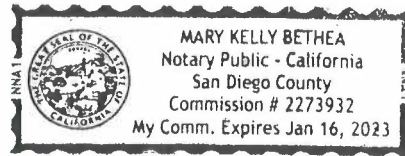
Notary Public, personally appeared Lois Kuntz,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their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

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

WITNESS my hand and official seal.

Signature 

(Seal)



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State of Arizona)
County of Maricopa)

On July 27, 2022, before me, Nancy Hodson,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Nancy Hodson

(Seal)



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State of California)
County of San Diego)

On July 21, 2022, before me, Yasmin P. Santana,
(insert name and title of the officer)

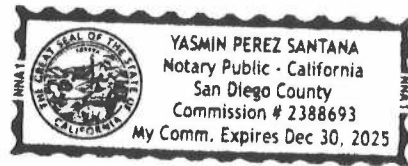
Notary Public, personally appeared Michael A. Grant,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their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

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

WITNESS my hand and official seal.

Signature 

(Seal)



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 San Diego)

On July 21, 2022, before me, Yasmin P. Santana,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 

(Seal)

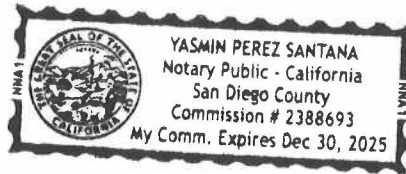


EXHIBIT "A"

Meritage Property

LEGAL DESCRIPTION

PARCELS 1 THROUGH 3, INCLUSIVE AND PARCEL 6, AS SHOWN ON THE MAP ENTITLED "PARCEL MAP NO. 36336", FILED AUGUST 20, 2015, IN BOOK 239 OF PARCEL MAPS, AT PAGES 33 THROUGH 39, INCLUSIVE, RIVERSIDE COUNTY RECORDS.

PARCEL D AS SHOWN ON LOT LINE ADJUSTMENT NO. PA15-1434, AS EVIDENCED BY DOCUMENT RECORDED DECEMBER 15, 2015 AS INSTRUMENT NO. 2015-0542235 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCELS 4, 5, 7 AND 8 OF PARCEL MAP NO. 36336, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS SHOWN ON THE MAP FILED IN BOOK 239, PAGES 33 THROUGH 39, INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 4;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCELS 4 AND 5 SOUTH 35° 30' 43" EAST 1094.55 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL 5;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 5 SOUTH 54° 29' 17" WEST 375.05 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL 8;

THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 40° 38' 53" EAST 161.57 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 850.00 FEET;

THENCE ALONG SAID CURVE, CONTINUING ALONG SAID NORTHEASTERLY LINE SOUTHEASTERLY 158.71 FEET THROUGH A CENTRAL ANGLE OF 10° 41' 53" TO THE MOST EASTERLY CORNER OF SAID PARCEL 8;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 8 SOUTH 56° 07' 10" WEST 40.80 FEET TO THE SOUTHWESTERLY LINE OF THAT CERTAIN PRIVATE EASEMENT FOR ACCESS PURPOSES AS SHOWN ON SAID PARCEL MAP NO. 36336, BEING A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 889.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND SOUTHWESTERLY 39.00 FEET FROM SAID NORTHEASTERLY LINE OF PARCEL 8, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH 39° 26' 35" EAST;

THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY LINE NORTHERLY 153.75 FEET THROUGH A CENTRAL ANGLE OF 09° 54' 32";

THENCE TANGENT FROM SAID CURVE, CONTINUING ALONG SAID SOUTHWESTERLY LINE NORTH 40° 38' 53" WEST 731.53 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 568 FEET;

THENCE ALONG SAID CURVE, CONTINUING ALONG SAID SOUTHWESTERLY LINE NORTHWESTERLY 310.61 FEET THROUGH A CENTRAL ANGLE OF 31° 19' 54" TO THE NORTHERLY LINE OF SAID PARCEL 7;

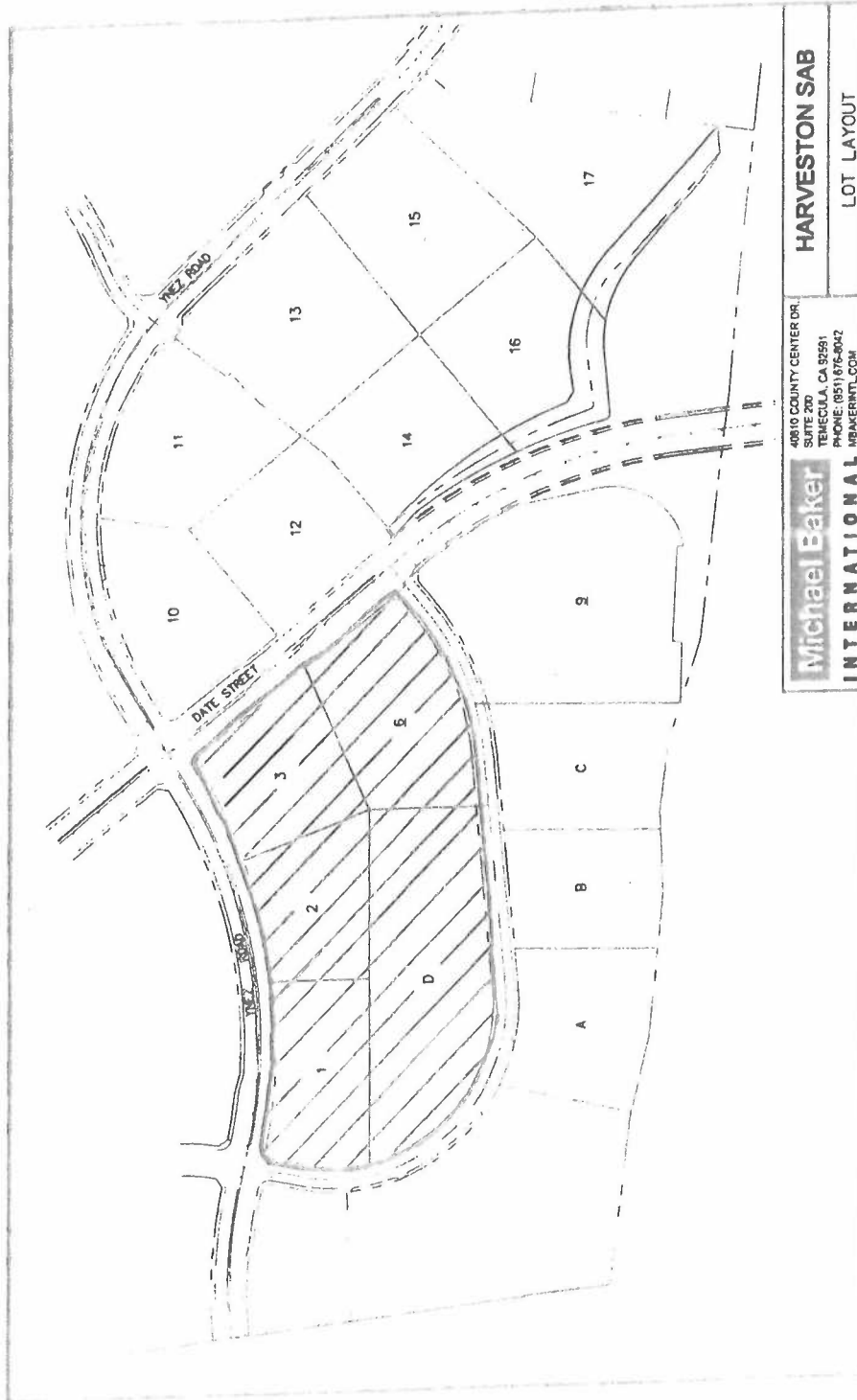
THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 7 AND THE NORTHWESTERLY LINE OF SAID PARCEL 4 THE FOLLOWING COURSES; RADIALLY FROM SAID CURVE NORTH 80° 41' 01" EAST 78.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 490.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH 80° 41' 01" EAST;

THENCE ALONG SAID CURVE NORTHERLY 444.14 FEET THROUGH A CENTRAL ANGLE OF 51° 56' 00" TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, OIL AND MINERAL RIGHTS AS RESERVED BY FIDELITY REALTY CORPORATION IN DEED RECORDED MAY 22, 1929, IN BOOK 815, PAGE 214 OF DEEDS.

APN: 916-400-034-1, 916-400-035-2, 916-400-036-3 916-400-039-6, 916-400-060-4

EXHIBIT "A"
Meritage Property
DEPICTION



40810 COUNTY CENTER DR.
SUITE 202
TAMECULA, CA 92761
PHONE: (951) 676-8042
MBAKERINTL.COM

Michael Baker
INTERNATIONAL

HARVESTON SAB
LOT LAYOUT

EXHIBIT "B"

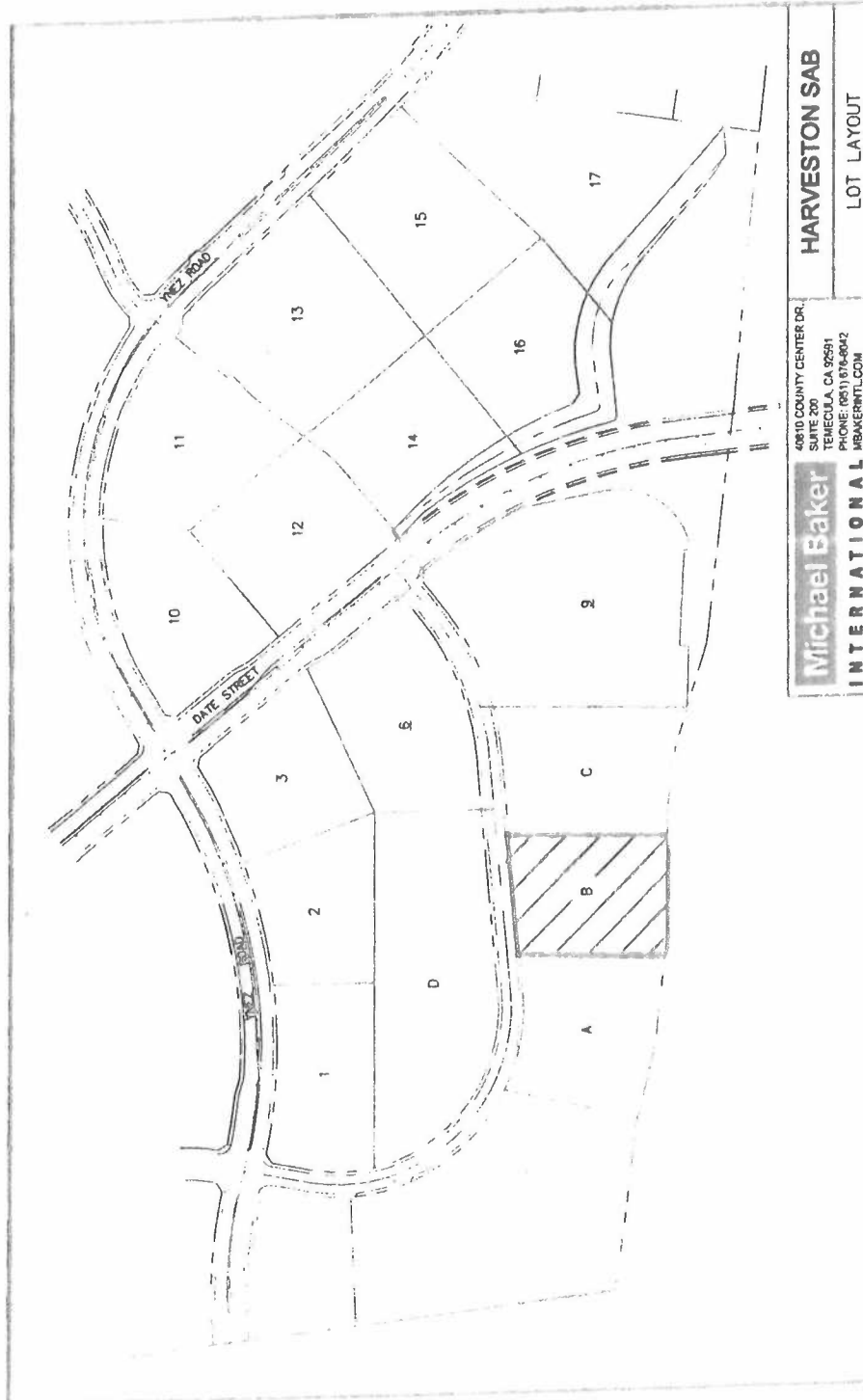
Hoehn 5 Property

LEGAL DESCRIPTION

That certain real property situated in the City of Temecula, County of Riverside, State of California and more particularly described as follows:

Parcel B of Lot Line Adjustment No. PA15-1434 Recorded December 15, 2015, as Instrument No. 2015-0542235 of Official Records in the Office of the County Recorder of said Riverside County, California.

EXHIBIT "B"
Hoehn 5 Property
DEPICTION



Michael Baker
INTERNATIONAL
40810 COUNTY CENTER DR.
SUITE 200
TEMECULA, CA 92591
PHONE: (951) 676-6842
MB@MBAKERTL.COM

HARVESTON SAB
LOT LAYOUT

EXHIBIT "C"

Solana Property

LÉGAL DESCRIPTION

Real property in the City of Temecula, County of Riverside, State of California, described as follows:

PARCEL 1: (APN NO. 916-400-042)

PARCEL 9, AS SHOWN ON THE MAP ENTITLED "PARCEL MAP NO. 36336", FILED AUGUST 20, 2015, IN BOOK 239 OF PARCEL MAPS, AT PAGES 33 THROUGH 39, INCLUSIVE, RIVERSIDE COUNTY RECORDS.

PARCEL 2: (APN NO. 916-400-058)

PARCEL C AS SHOWN ON LOT LINE ADJUSTMENT NO. PA15-1434, AS EVIDENCED BY DOCUMENT RECORDED DECEMBER 15, 2015 AS INSTRUMENT NO. 2015-0542235 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL OF 8 OF PARCEL MAP NO. 36336, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS SHOWN ON THE MAP FILED IN BOOK 239, PAGES 33 THROUGH 39, INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 7;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 7 NORTH 29°58'20" WEST 120.28 FEET TO A LINE PARALLEL WITH AND 120.00 FEET NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF SAID PARCEL 7;

THENCE ALONG SAID PARALLEL LINE NORTH 56°07'10" EAST 445.57 FEET TO THE SOUTHWESTERLY LINE OF THAT CERTAIN PRIVATE EASEMENT FOR ACCESS PURPOSES AS SHOWN ON SAID PARCEL MAP NO. 36336;

THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 40°38'53" EAST 370.97 FEET TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID LINE SOUTH 56°07'10" WEST 487.92 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 8;

THENCE ALONG THE SOUTHWESTERLY AND SOUTHEASTERLY OF SAID PARCEL 8, THE FOLLOWING COURSES: SOUTH 37°45'11" EAST 57.67 FEET;

THENCE SOUTH 28°39'30" EAST 199.91 FEET;

THENCE SOUTH 18°40'57" EAST 138.90 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL 8;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 8 NORTH 56°07'10" EAST 598.35 FEET TO THE SOUTHWESTERLY LINE OF THAT CERTAIN PRIVATE EASEMENT FOR ACCESS PURPOSES AS SHOWN ON SAID PARCEL MAP NO. 36336, BEING A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 889.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS NORTH 39°26'35" EAST;

THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY LINE NORTHWESTERLY 153.75 FEET THROUGH A CENTRAL ANGLE OF 09°54'32";

THENCE TANGENT FROM SAID CURVE, CONTINUING ALONG SAID SOUTHWESTERLY LINE NORTH 40°38'53" WEST 241.99 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "C"

Solana Property

DEPICTION

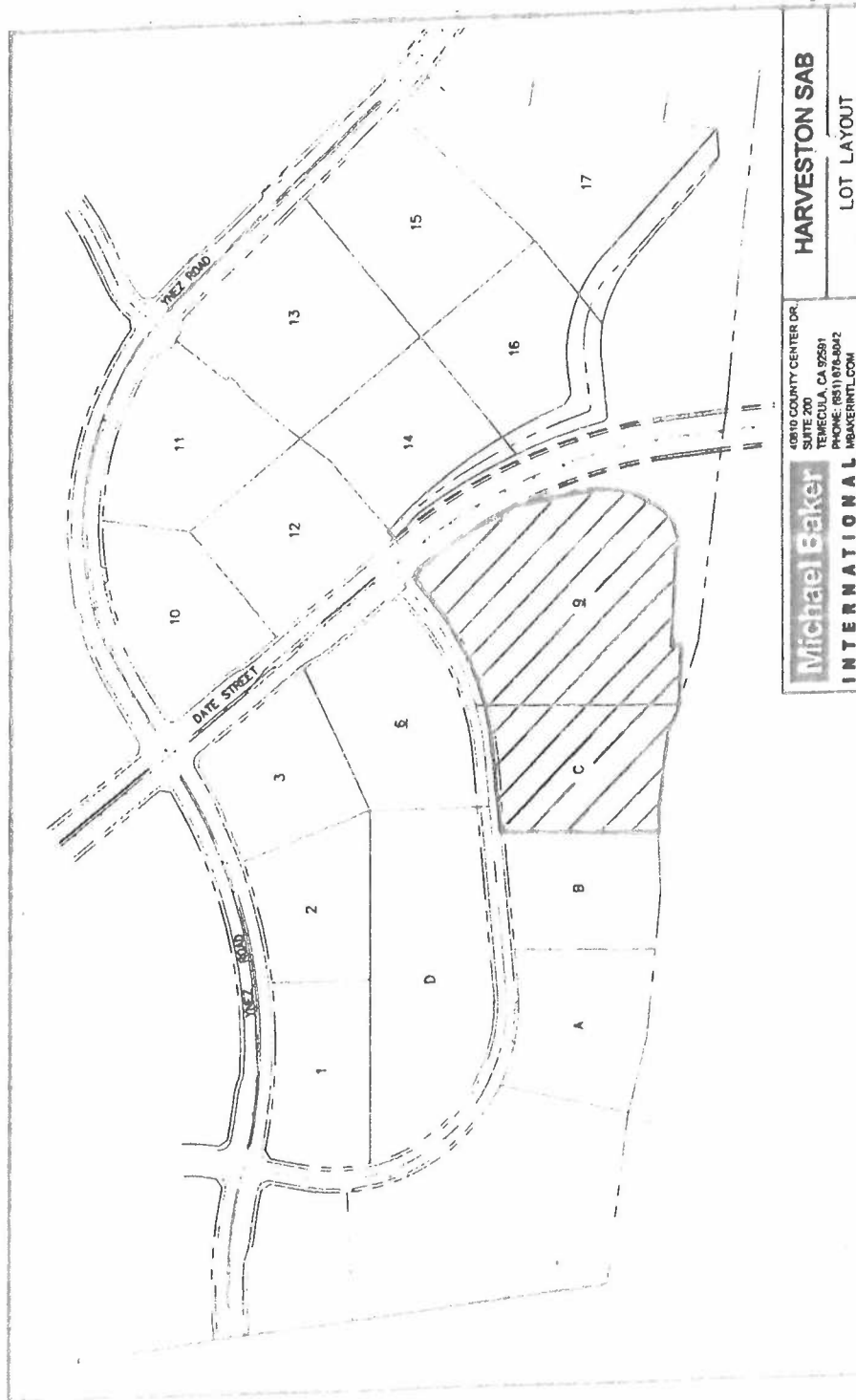


EXHIBIT "D"

Lantern Crest Property

LEGAL DESCRIPTION

Real property in the City of Temecula, County of Riverside, State of California, described as follows:

PARCEL ONE: (APN: 916-400-043)

PARCEL 10, AS SHOWN ON THE MAP ENTITLED "PARCEL MAP NO. 36336", FILED AUGUST 20, 2015, IN BOOK 239 OF PARCEL MAPS, AT PAGES 33 THROUGH 39, INCLUSIVE, RIVERSIDE COUNTY RECORDS.

PARCEL TWO: (APN: 916-400-044, 916-400-064)

PARCEL A AS SHOWN ON NOTICE OF LOT LINE ADJUSTMENT NO. PA17-0956, AS EVIDENCED BY DOCUMENT RECORDED AUGUST 10, 2017 AS INSTRUMENT NO. 2017-0328586 OF OFFICIAL RECORDS,

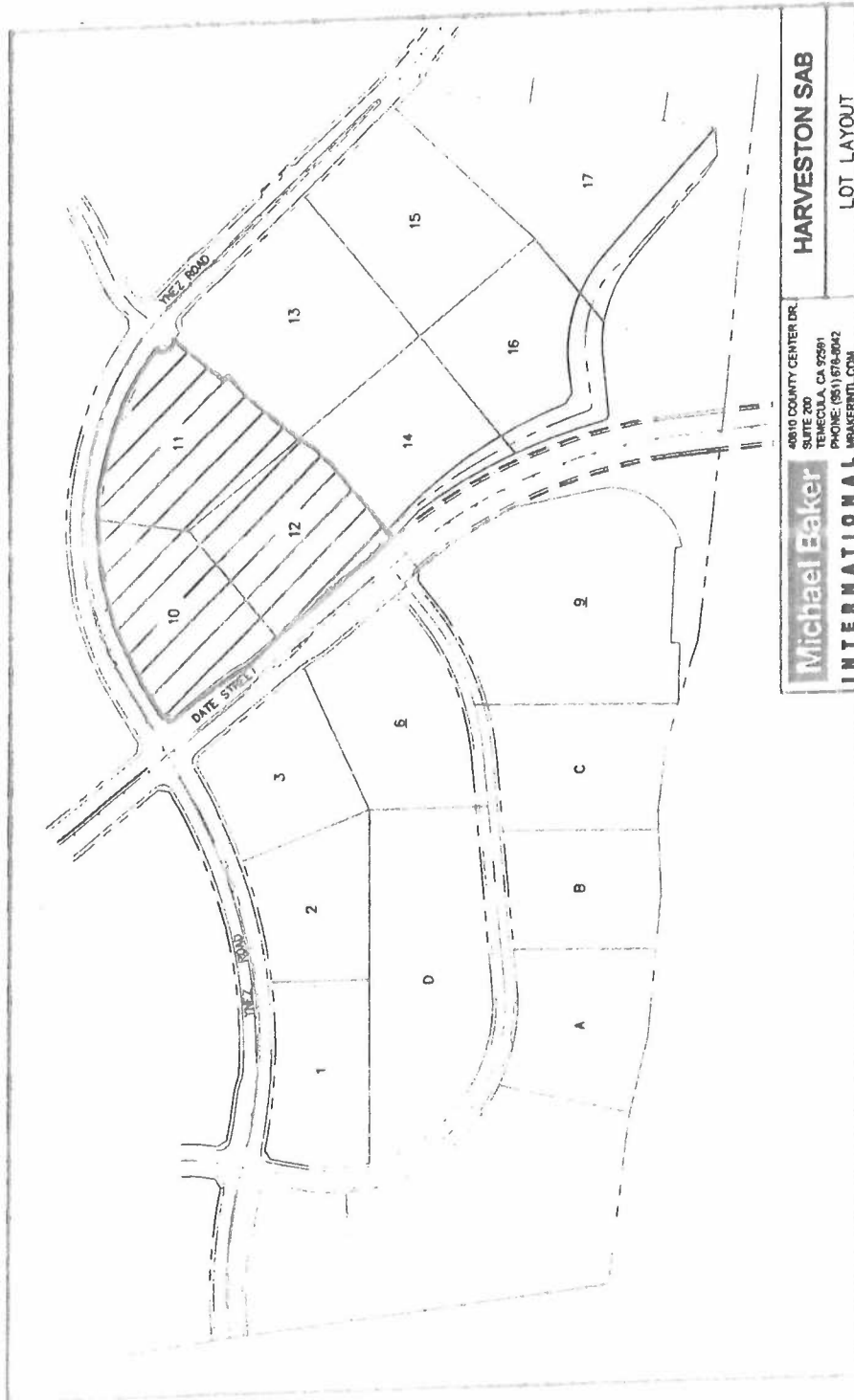
PARCEL THREE: (APN: 916-400-062 and 916-400-065)

PARCEL B AS SHOWN ON NOTICE OF LOT LINE ADJUSTMENT NO. PA17-0956, AS EVIDENCED BY DOCUMENT RECORDED AUGUST 10, 2017 AS INSTRUMENT NO. 2017-0328586 OF OFFICIAL RECORDS,

EXHIBIT "D"

Lantern Crest

DEPICTION



4810 COUNTY CENTER DR
SUITE 200
TEMECULA, CA 92591
PHONE: (951) 678-8042
MBAKERINTL.COM

Michael Baker
INTERNATIONAL

HARVESTON SAB

LOT LAYOUT

EXHIBIT "E"

Advantaged Property

LEGAL DESCRIPTION

That portion of Parcel 13 of Parcel Map No. 36336, in the City of Temecula, County of Riverside, State of California as shown on the map filed in Book 239, pages 33 through 39, inclusive, of Parcel Maps in the Office of the County Recorder of said Riverside County, California, being a portion of Parcel C of Lot Line Adjustment No. PA17-0956 recorded August 10, 2017 as Instrument No. 2017-0328586 of Official Records of said County Recorder, described as a whole as follows:

BEGINNING at the northerly terminus of that certain course in the easterly line of said Parcel 13 shown as having a bearing and distance of "N 11°23'13" E 837.71' " on said Parcel Map No. 36336;

Thence along said easterly line South 11°23'13" West 188.64 feet;

Thence leaving said easterly line North 78°36'47" West 222.17 feet;

Thence North 33°36'47" West 39.36 feet;

Thence North 11°23'13" East 206.30 feet;

Thence North 52°23'36" East 32.81 feet;

Thence North 15°52'31" West 13.49 feet to the northerly line of said Parcel C;

Thence along the northerly line of said Parcel C the following courses: North 03°23'59" East 17.26 feet;

Thence South 86°36'01" East 204.96 feet to the northerly corner of said Parcel C;

Thence along said easterly line of Parcel C and Parcel 13 the following courses: South 03°23'59" West 39.00 feet;

Thence South 38°30'11" East 34.36 feet to the beginning of a non-tangent curve concave westerly and having a radius of 945.00 feet, a radial line to said curve bears South 82°40'56" East;

Thence southerly along said curve 67.11 feet through a central angle of 04°04'09" to the **POINT OF BEGINNING**.

CONTAINS: 1.679 acres, more or less.

EXHIBIT "E"
Advantaged Property
DEPICTION

