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CHICAGO TITLE CO.

DOC # 2012-0381993



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JUN 29, 2012 4:59 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 93.00

WHEN RECORDED MAIL TO:
MILE HIGH BANKS
GOLDEN BRANCH
430 INDIANA STREET
GOLDEN, CO 80401

22211

PAGES: 13

SEND TAX NOTICES TO:
Fallbrook Golf Course, Inc., a California Corporation
• 2757 Gird Road
Fallbrook, CA 92028



FOR RECORDER'S USE ONLY



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DEED OF TRUST

MAXIMUM LIEN. The lien of this Deed of Trust shall not exceed at any one time \$2,880,000.00.

THIS DEED OF TRUST is dated June 22, 2012, among Fallbrook Golf Course, Inc., a California "S" Corporation ("Trustor"); MILE HIGH BANKS, whose address is GOLDEN BRANCH, 430 INDIANA STREET, GOLDEN, CO 80401 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Chicago Title Company, whose address is 2365 Northside Drive, San Diego, CA 92108 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in San Diego County, State of California:

See Exhibit "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 2757 Gird Road, Fallbrook, CA 92028.

FUTURE ADVANCES. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Trustor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Trustor, together with all interest thereon.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. This is an absolute assignment of Rents made in connection with an obligation secured by real property pursuant to California Civil Code Section 2938. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF THE TRUSTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Trustor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

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Removal of Improvements. Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Trustor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Trustor. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Trustor shall pay when due (and in all events at least ten (10) days prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustor and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Notwithstanding the foregoing, in no event shall Trustor be required to provide hazard insurance in excess of the replacement value of the improvements on the Real Property. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

- **Application of Proceeds.** Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. If in Lender's sole judgment Lender's security interest in the Property has been impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If the proceeds are to be applied to restoration and repair, Trustor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

Trustor's Report on Insurance. Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.



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LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to eminent domain and inverse condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any eminent domain or inverse condemnation proceeding is commenced affecting the Property, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to pursue or defend the action and obtain the award. Trustor may be the nominal party in any such proceeding, but Lender shall be entitled, at its election, to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If any award is made or settlement entered into in any condemnation proceedings affecting all or any part of the Property or by any proceeding or purchase in lieu of condemnation, Lender may at its election, and to the extent permitted by law, require that all or any portion of the award or settlement be applied to the Indebtedness and to the repayment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation proceedings.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Trustor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether



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now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Trustor pays all the Indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Lender may charge Trustor a reasonable reconveyance fee at the time of reconveyance.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Trustor fails to make any payment when due under the Indebtedness.

Other Defaults. Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Trustor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Trustor's existence as a going business, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Foreclosure by Sale. Upon an Event of Default under this Deed of Trust, Beneficiary may declare the entire Indebtedness secured by this Deed of Trust immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note, other documents requested by Trustee, and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement in accordance with applicable law. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

Judicial Foreclosure. With respect to all or any part of the Real Property, Lender shall have the right in lieu of foreclosure by power of sale to foreclose by judicial foreclosure in accordance with and to the full extent provided by California law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code, including without limitation the right to recover any deficiency in the manner and to the full extent provided by California law.

Collect Rents. Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the

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Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of San Diego County, State of California. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

NOTICES. Any notice required to be given under this Deed of Trust shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Trustor requests that copies of any notices of default and sale be directed to Trustor's address shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

STATEMENT OF OBLIGATION FEE. Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

SUBSEQUENT TRANSACTIONS INVOLVING REAL ESTATE. Grantor shall not allow or permit the real property described in this document to become encumbered by any lien, security interest, or charge, other than the encumbrance created by this Deed of Trust, without the prior written consent of the lender. This includes any and all security interests, even if junior in right to the security interests granted under this Deed of Trust.

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**DEED OF TRUST
(Continued)**

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WAIVE JURY. All parties to this Indebtedness hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Deed of Trust will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of California. In all other respects, this Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Deed of Trust is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Deed of Trust has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Colorado.

Choice of Venue. If there is a lawsuit, Trustor agrees upon Lender's request to submit to the jurisdiction of the courts of Boulder County, State of Colorado.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. To the extent permitted by applicable law, all parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means MILE HIGH BANKS, and its successors and assigns.

Borrower. The word "Borrower" means Fallbrook Golf Course, Inc., a California Corporation and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

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NOTARY ACKNOWLEDGEMENT

This NOTARY ACKNOWLEDGEMENT is attached to and by this reference is made a part of the Deed of Trust, dated June 22, 2012, and executed in connection with a loan or other financial accommodations between MILE HIGH BANKS and Fallbrook Golf Course, Inc., a California Corporation.

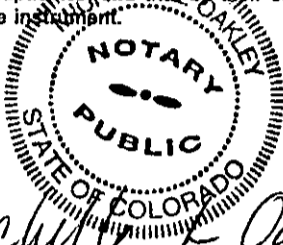
State of Colorado)

County of Jefferson)

On June 22, 2012, before me, Michelle L Oakley, Notary Public, personally appeared

Leizel De Guzman, President, Fallbrook Golf Course Inc

(Name(s) of person(s) signing) personally known to me, or proved to me on the basis of satisfactory evidence to be the persons, whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person(s) acted, executed the instrument.



(SEAL)

Michelle L Oakley
Signature of Notary
My commission expires: 2-19-2017

THIS NOTARY ACKNOWLEDGEMENT IS EXECUTED ON JUNE 22, 2012.

22218

TRUE COPY CERTIFICATION

(Government Code 27361.7)

San Diego

Place of Execution

I certify under penalty of perjury that this material is a true copy of the original material contained in this document.

0, 29, 12

Date



Signature of Declarant

Jessy C.

Type or Print Name

the persons
capacities, and that by their
instrument.

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**DEED OF TRUST
(Continued)**

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Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Deed of Trust, together with all interest thereon.

Lender. The word "Lender" means MILE HIGH BANKS, its successors and assigns.

Note. The word "Note" means the promissory note dated June 22, 2012, in the original principal amount of \$2,880,000.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Deed of Trust is June 22, 2018.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future leases, rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property together with the cash proceeds of the Rents.

Trustee. The word "Trustee" means Chicago Title Company, whose address is 2365 Northside Drive, San Diego, CA 92108 and any substitute or successor trustees.

Trustor. The word "Trustor" means Fallbrook Golf Course, Inc., a California Corporation.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS.

TRUSTOR:

FALLBROOK GOLF COURSE, INC., A CALIFORNIA CORPORATION

By: *Leizel DeGuzman*
Leizel DeGuzman, President of Fallbrook Golf Course, Inc., a California Corporation

CERTIFICATE OF ACKNOWLEDGMENT

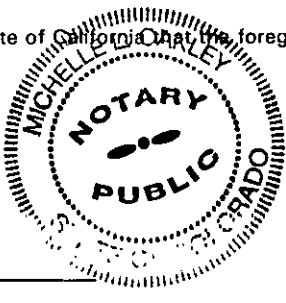
STATE OF California)
) SS
COUNTY OF San Diego)
On June 21, 2012 before me, Michelle L Oakley
(here insert name and title of the officer)

personally appeared Leizel DeGuzman, 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 *Michelle L Oakley*



(Seal)

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**DEED OF TRUST
(Continued)**

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**(DO NOT RECORD)
REQUEST FOR FULL RECONVEYANCE**
(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____

Beneficiary: _____

By: _____

Its: _____

22221

EXHIBIT A

Order No.: 73711009726

For APN/Parcel ID(s): 107-240-51, 107-420-16, 107-420-17, 124-182-01, 124-182-02, 124-330-04,
124-330-14, 124-330-15 and 124-330-20

PARCEL 1:

LOT 48 AND 49 OF LAKETREE ESTATES, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 5480, FILED IN THE OFFICE OF THE COUNTY RECORDER, OCTOBER 21, 1964, AND THAT PORTION OF THE TRACT OF LAND IN THE MONSERATE RANCHO IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, RECORDED IN BOOK 1, PAGE 108 OF PATENTS, COMMONLY KNOWN AS TRACT "B" OF THE MONSERATE RANCHO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO KATIE GIRD SHIPLEY BY DEED, RECORDED IN BOOK 444, PAGE 9 OF DEEDS, RECORDS OF SAID COUNTY, WHICH SAID POINT IS SOUTH 88° 59' 30" EAST (RECORD SOUTH 88° 30' EAST) 5113.00 FEET FROM THE SOUTHWEST CORNER OF SAID LAND CONVEYED TO SAID SHIPLEY, SAID SOUTHWEST CORNER BEING ALSO THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN; THENCE FOLLOWING THE COUNTY ROAD, AS SHOWN ON RECORD OF SURVEY MAP NO. 3073, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NORTH 27° 43' EAST 1199.50 FEET; THENCE NORTH 1° 47' EAST 407.60 FEET; THENCE NORTH 10° 41' EAST 224.70 FEET; THENCE NORTH 4° 06' WEST 382.50 FEET; THENCE NORTH 19° 03' EAST 337.80 FEET; THENCE NORTH 11° 46' EAST 266.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING, NORTH 11° 46' EAST 315.07 FEET; THENCE NORTH 5° 00' WEST 618.00 FEET; THENCE NORTH 22° 22' WEST 415.30 FEET; THENCE SOUTH 85° 00' WEST 15.62 FEET TO A POINT IN THE CENTER LINE OF ROAD SURVEY NO. 820, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF SAN DIEGO COUNTY, SAID POINT BEING ALSO THE MOST EASTERLY CORNER OF THE TRACT OF LAND CONVEYED TO ELMER R. EGGERS, ET UX, BY DEED RECORDED MAY 15, 1958 IN BOOK 7082, PAGE 148 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING POINT "A" OF THIS DESCRIPTION; THENCE ALONG SAID CENTER LINE, NORTH 22° 43' 20" WEST 146.16 FEET (RECORD NORTH 22° 44' WEST 145.93 FEET) TO THE BEGINNING OF A TANGENT 1000.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH AN ANGLE OF 15° 52' 20" A DISTANCE OF 277.02 FEET; THENCE TANGENT TO SAID CURVE, NORTH 6° 51' WEST 71.91 FEET; THENCE LEAVING SAID CENTER LINE, NORTH 83° 09' EAST 32.07 FEET TO THE NORTHWESTERLY CORNER OF LAND DESCRIBED IN DEED TO T.L. DAMMANN, ET UX, RECORDED JULY 25, 1951 IN BOOK 4179, PAGE 66 OF OFFICIAL RECORDS; THENCE ALONG THE BOUNDARY OF SAID LAND AS FOLLOWS; SOUTH 63° 34' EAST 531.73 FEET (RECORD SOUTH 63° 36' 30" EAST 531.60 FEET); THENCE SOUTH 11° 11' EAST 125.90 FEET (RECORD SOUTH 11° 12' EAST 126.10 FEET); THENCE SOUTH 34° 24' 40" EAST 354.08 FEET (RECORD SOUTH 34° 35' 30" EAST 354.20 FEET) TO THE MOST SOUTHERLY CORNER OF SAID LOT 48; THENCE ALONG THE BOUNDARY OF SAID LOT, NORTH 85° 02' 40" EAST 97.75 FEET TO AN ANGLE POINT IN THE NORTHERLY BOUNDARY OF SAID LAND TO T.L. DAMMANN; THENCE ALONG SAID BOUNDARY, NORTH 47° 39' 30" EAST (RECORD NORTH 47° 38' EAST) 1223.73 FEET; THENCE SOUTH 11° 55' EAST 117.87 FEET; THENCE SOUTH 6° 28' 30" WEST 240.09 FEET; THENCE SOUTH 32° 16' 40" EAST 98.84 FEET; THENCE SOUTH 30° 08' 40" WEST 349.60 FEET; THENCE SOUTH 43° 59' WEST 258.23 FEET; THENCE SOUTH 48° 18' 20" WEST 822.58 FEET; THENCE SOUTH 4° 49' 10" EAST 267.22 FEET; THENCE NORTH 44° 04' 20" EAST 504.13 FEET; THENCE NORTH 56° 54' EAST 569.20 FEET; THENCE SOUTH 79° 05' 50" EAST 143.19 FEET; THENCE SOUTH 20° 39' 20" EAST 228.60 FEET;

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EXHIBIT A

(continued)

THENCE SOUTH 37° 55' EAST 379.32 FEET; THENCE SOUTH 49° 44' 10" WEST 356.07 FEET;
THENCE SOUTH 56° 33' 10" WEST 680.52 FEET; THENCE SOUTH 69° 01' 40" WEST 164.32 FEET;
THENCE SOUTH 82° 05' WEST 204.02 FEET; THENCE NORTH 13° 40' 40" WEST 311.13 FEET TO
A POINT WHICH BEARS SOUTH 69° 41' EAST FROM THE TRUE POINT OF BEGINNING; THENCE
NORTH 69° 41' WEST 91.77 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THAT PORTION DESCRIBED IN DEED TO RAINBOW MUNICIPAL WATER DISTRICT,
DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CENTER LINE OF ROAD SURVEY NO. 820, KNOWN AS
GIRD ROAD, SAID POINT BEING STATION 87 PLUS 76.50 AS SHOWN ON SHEET 3 OF SAID ROAD
SURVEY NO. 820; THENCE ALONG SAID CENTER LINE OF ROAD SURVEY NO. 820, NORTH 20°
19' 50" EAST 363.53 FEET; THENCE SOUTH 69° 41' EAST A DISTANCE OF 50.00 FEET TO THE
TRUE POINT OF BEGINNING; THENCE CONTINUING, SOUTH 69° 41' EAST 42.40 FEET; THENCE
SOUTH 13° 40' 40" EAST 143.00 FEET; THENCE SOUTH 81° 49' 23" WEST 139.85 FEET TO A
POINT, SAID POINT BEING 50.00 FEET MEASURED AT RIGHT ANGLES FROM SAID CENTER LINE
OF ROAD SURVEY NO. 820; THENCE PARALLEL TO SAID CENTER LINE, NORTH 20° 19' 50" EAST
A DISTANCE OF 185.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

THAT PORTION OF A TRACT OF LAND IN THE MONSERATE RANCHO, IN THE COUNTY OF SAN
DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF ON FILE IN THE OFFICE OF THE
RECORDER OF SAID COUNTY, RECORDED IN BOOK 1, PAGE 108 OF PATENTS, COMMONLY
KNOWN AS TRACT "B" OF THE MONSERATE RANCHO, DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" DESIGNATED IN PARCEL 1 ABOVE, SAID POINT BEING IN THE
BOUNDARY OF THAT LAND DESCRIBED IN DEED TO FALLBROOK GOLF CLUB, INC.,
RECORDED APRIL 11, 1968 AS DOCUMENT NO. 60705; THENCE ALONG SAID BOUNDARY,
SOUTH 85° 00' WEST 190.54 FEET; THENCE SOUTH 9° 51' 30" WEST 192.45 FEET; THENCE
SOUTH 89° 19' 10" WEST 395.47 FEET; THENCE NORTH 17° 53' 50" WEST (RECORD NORTH 17°
53' 59" WEST) 543.40 FEET; THENCE SOUTH 84° 13' 30" WEST 138.47 FEET; THENCE NORTH 54°
13' 20" WEST 97.39 FEET; THENCE NORTH 9° 59' 20" EAST 905.47 FEET; THENCE NORTH 5° 25'
50" EAST 314.95 FEET; THENCE NORTH 42° 03' 20" WEST 70.24 FEET; THENCE LEAVING SAID
BOUNDARY, NORTH 42° 03' 20" WEST 60.83 FEET TO AN ANGLE POINT IN THE BOUNDARY OF
SAID LAND, SAID POINT ALSO BEING POINT "B" OF THIS DESCRIPTION; THENCE ALONG SAID
BOUNDARY, SOUTH 57° 25' WEST 9.47 FEET TO THE BEGINNING OF A TANGENT 470.00 FOOT
RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE
THROUGH AN ANGLE OF 10° 00' 00" A DISTANCE OF 82.03 FEET; THENCE TANGENT TO SAID
CURVE, SOUTH 67° 25' WEST 83.23 FEET TO THE BEGINNING OF A TANGENT 530.00 FOOT
RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE
THROUGH AN ANGLE OF 9° 54' 10" A DISTANCE OF 91.60 FEET; THENCE TANGENT TO SAID
CURVE, SOUTH 57° 30' 50" WEST 217.37 FEET; THENCE NORTH 31° 19' WEST 318.70 FEET;
THENCE NORTH 22° 58' 30" WEST 278.07 FEET; THENCE NORTH 39° 34' 40" WEST 626.04 FEET;
THENCE NORTH 2° 55' 50" WEST (RECORD NORTH 2° 57' 30" WEST) 152.63 FEET; THENCE
NORTH 31° 17' 20" EAST (RECORD NORTH 31° 15' 40" EAST) 128.99 FEET; THENCE NORTH 32° 07'
20" WEST (RECORD NORTH 32° 09' WEST) 315.31 FEET; THENCE NORTH 30° 17' WEST
(RECORD NORTH 30° 18' 40" WEST) 407.68 FEET; THENCE NORTH 4° 30' 40" WEST (RECORD
NORTH 4° 32' 20" WEST) 139.56 FEET; THENCE NORTH 50° 36' 30" WEST 542.24 FEET (RECORD
NORTH 50° 38' 10" WEST 540.54 FEET); THENCE NORTH 49° 29' 55" EAST 41.94 FEET; THENCE
NORTH 71° 36' 35" WEST 59.28 FEET (RECORD 59.11 FEET); THENCE NORTH 10° 52' 30" WEST
77.43 FEET (RECORD 79.43 FEET); THENCE NORTH 41° 08' 30" EAST 115.94 FEET; THENCE

EXHIBIT A
(continued)

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NORTH 67° 47' 30" EAST 139.28 FEET; THENCE SOUTH 70° 41' 20" EAST 267.13 FEET; THENCE SOUTH 66° 08' 10" EAST 218.70 FEET TO THE BEGINNING OF A TANGENT 225.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE EASTERLY ALONG SAID CURVE THROUGH AN ANGLE OF 47° 22' 20" A DISTANCE OF 186.03 FEET; THENCE TANGENT TO SAID CURVE, NORTH 66° 29' 30" EAST 45.65 FEET, MORE OR LESS, TO THE CENTER LINE OF THAT COUNTY ROAD, ROAD SURVEY NO. 820, COMMONLY KNOWN AS GIRD ROAD; THENCE SOUTHERLY ALONG SAID CENTER LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM A PARCEL OF LAND IN THE MONSERATE RANCHO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, RECORDED IN BOOK 1, PAGE 108 OF PATENTS, COMMONLY KNOWN AS TRACT "B" OF THE MONSERATE RANCHO, DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER LINE OF STATION 105 PLUS 09.40 OF ROAD SURVEY NO. 820, FILED IN THE OFFICE OF THE COUNTY SURVEYOR OF SAN DIEGO COUNTY; THENCE SOUTH 85° WEST, 52.49 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 85° 00' WEST, 138.05 FEET; THENCE NORTH 50° 35' 30" WEST, 82.84 FEET; THENCE SOUTH 73° 35' 30" WEST, 153.30 FEET; THENCE SOUTH 84° 40' 30" WEST, 275.99 FEET; THENCE NORTH 17° 53' 50" WEST, 20.49 FEET; THENCE NORTH 84° 40' 30" EAST, 278.51 FEET; THENCE NORTH 73° 35' 30" EAST, 151.36 FEET; THENCE SOUTH 87° 46' 40" EAST, 146.55 FEET TO A POINT WHICH BEARS NORTH 22° 43' 20" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 22° 43' 20" EAST, 61.25 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL X:

AN EASEMENT FOR THE PURPOSES OF GOLF COURSE FAIRWAYS AND GREENS OVER A PARCEL OF LAND IN THE MONSERATE RANCHO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, RECORDED IN BOOK I, PAGE 108 OF PATENTS, COMMONLY KNOWN AS TRACT "B" OF THE MONSERATE RANCHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER LINE OF STATION 105 PLUS 09.40 OF ROAD SURVEY NO. 820, FILED IN THE OFFICE OF THE COUNTY SURVEYOR OF SAN DIEGO COUNTY; THENCE SOUTH 85° WEST, 52.49 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 85° 00' WEST, 138.05 FEET; THENCE NORTH 50° 35' 30" WEST, 82.84 FEET; THENCE SOUTH 73° 35' 30" WEST, 153.30 FEET; THENCE SOUTH 84° 40' 30" WEST, 275.99 FEET; THENCE NORTH 17° 53' 50" WEST, 20.49 FEET; THENCE NORTH 84° 40' 30" EAST, 278.51 FEET; THENCE NORTH 73° 35' 30" EAST, 151.36 FEET; THENCE SOUTH 87° 46' 40" EAST, 146.55 FEET TO A POINT WHICH BEARS NORTH 22° 43' 20" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 22° 43' 20" EAST, 61.25 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3: INTENTIONALLY OMITTED.

PARCEL 4: INTENTIONALLY OMITTED

PARCEL 5:

AN EASEMENT FOR WATERLINE PURPOSES AS RESERVED IN DEED TO STENWAR INC. RECORDED JUNE 19, 2002 AS FILE NO. 2002-0517171 OVER THE FOLLOWING DESCRIBED LAND:

LOT 1 OF COUNTY OF SAN DIEGO TRACT 3540, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 9761, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 19, 1980.

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EXHIBIT A
(continued)

NOTE: SAID EASEMENT BEING OVER, UNDER, ALONG AND ACROSS THAT PORTION OF SAID LOT 1 LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1 OF MAP 9761; THENCE ALONG THE EAST LINE OF SAID LOT 1 NORTH 9°54'41" EAST, A DISTANCE OF 133.33 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE NORTH 57 ° 38'34" WEST, A DISTANCE OF 64.17 FEET TO THE WEST LINE OF SAID LOT 1 OF MAP 9761 AND THE POINT OF TERMINUS OF THIS DESCRIPTION.