

**SALE AND PURCHASE AGREEMENT
CONTINGENT UPON APPROVAL OF ASSOCIATION'S MEMBERS**

This Sale and Purchase Agreement ("Agreement") is entered on 9-30, 2014, by and between Lake Hills Maintenance Corporation, a California nonprofit mutual benefit corporation ("Seller") and YAPY Investment Partners, a California General Partnership ("Buyer"). In consideration of the mutual covenants and agreements, the parties agree to the following terms and conditions:

ARTICLE I

CONDITIONAL AGREEMENT OF SALE

- 1.1 **Buyer's Status.** Buyer is an entity that wishes to develop a commercial shopping development at the North West corner of La Sierra Avenue and El Sobrante Road, and seeks to acquire property from Seller to include in that development.
- 1.2 **Seller's Status.** Seller is a nonprofit, mutual benefit corporation established to manage the common interest development known as Lake Hills located in Riverside, California. Seller is governed by a Board of Directors elected by Seller's members. Seller's governing documents provide that the approval of delegates representing at least 67% of Seller's voting power is required in order to authorize Seller's Board to sell property owned by Seller.
- 1.3 **Property.** Seller is the legal owner of the parcel of real property included in lot 2 of Riverside County Tract 17215-3 and lot 40 of Riverside County Tract 28328. Buyer seeks to purchase a portion of that property, which portion (referred to herein as the "Property") is described and labeled as Parcel C in Exhibit "A" attached hereto and incorporated herein by reference.
- 1.4 **Conditional Agreement of Sale.** Seller is a homeowners association. Seller's governing documents impose restrictions on the sale of Seller's property, including the Property. One of those restrictions is that in order for Seller to sell the Property, delegates (as that term is defined in Seller's governing documents) representing 67% of the voting power of Seller's members must approve the sale of the Property in voting conducted in accordance with the Seller's governing documents and applicable law. Within 60 days of payment to Seller of the sum referenced in Section 1.4(a) below, Seller will commence that voting process, providing Seller's members and delegates with the opportunity to vote in favor of authorizing the sale of the Property to Buyer in accordance with the terms of this Agreement. If, within 180 days of the

delivery of payment of the Section 1.4(a) amount, the member and delegate voting process results in delegates representing at least 67% of the Seller's voting power authorizing the sale of the Property, then Seller shall certify the same to Buyer (Certification) and Seller and Buyer will proceed with opening escrow and the sale and transfer of the Property pursuant to this Agreement, commencing with the contingencies described in Section 2.1 below. If the requisite membership and delegate approval is not obtained within this 180 day period, then Seller will promptly send Buyer written notification that the requisite membership approval was not obtained, the sale of the Property will be cancelled without penalty or recourse.

1.4(a) **Good Faith Payment.** Buyer shall, immediately upon execution of this Agreement by all parties, transmit \$17,000.00 ("Good Faith Payment") to Seller. This is a non-refundable amount. If the requisite membership and delegate approval is timely obtained, then Seller will apply the Good Faith Payment to the Purchase Price

- 1.5 **Due Diligence/As-Is Sale.** The Property will be sold as-is. Buyer has already performed its due diligence review of the condition of the Property and all other matters concerning the Property, including, without limitation, title, other matters relating to or affecting the Property or its value (such as the Property's proximity to a poultry farm/chicken ranch and the resulting odors) and the physical and environmental condition of the Property. Buyer has made such inquiries as it deemed prudent, including communicating with local, state and federal government agencies, retained consultants and taken such actions as Buyer deemed necessary or appropriate. The only contingencies to the sale of the Property are the membership and delegate approval requirement described in Section 1.4 above, and any lot split or title issues pursuant to Sections 2.1 and 2.6 below.

ARTICLE II

PURCHASE PRICE AND TRANSFER

- 2.1 **Additional Contingencies.** Seller and Buyer agree that if the membership approval contingency described at Section 1.4 above is timely satisfied, then within 30 days of Seller's Certification (which Certification shall be sent to Buyer via a method authorized by Section 5.8 below), Buyer shall commence the lot-split process so as to separate the Property from Lot 2 of Riverside County Tract 17215-3 and Lot 40 of Riverside County Tract 28328, and permit Seller to transfer title to the Property to Buyer in compliance with applicable law. Buyer shall have 9 months from Seller's Certification to complete the lot-split process and any zoning changes sought by Buyer. Seller shall reasonably cooperate with Buyer in that regard, provided that Buyer shall cover all expenses, and any fees or

costs incurred by Seller in that regard must be paid by Buyer. If Buyer is not able to secure all necessary governmental approvals and signatures for the lot split process within that 9 months, then the sale of the Property will be cancelled without penalty or recourse. Similarly, if Buyer is not able to secure a Commercial zoning designation for the Property in that same 9 month period, the sale of the Property will be cancelled without penalty or recourse.

- 2.2 **Purchase Price.** The Purchase Price is \$300,000.00 ("Purchase Price"), payable at or before the close of escrow to Seller. The Purchase Price shall be deposited by Buyer with escrow within 30 days of opening of escrow. All other fees and costs related to the sale and escrow covered by Buyer.
- 2.3 **Escrow.** If the Section 1.4 contingency is timely satisfied, then within 10 days of Certification, Buyer will open escrow ("Escrow") with Town & Country Escrow Corp., 391 North Main Street, Suite 102, Corona, California ("Escrow Holder") for the purpose of consummating this Agreement. The parties hereto will execute and deliver to Escrow Holder such usual and normal escrow instructions prepared by Escrow Holder as may be required to complete this transaction. Any such instructions will not conflict with, amend or supersede any provision of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement will control. After the running of the 9 month period referenced in Section 2.1 above, Escrow shall close within 25 days. If Escrow does not close within that time, then, at the Seller's sole option, the sale shall be cancelled or the Purchase Price increased by \$7,500 for each additional 7 days or portion thereof permitted by Seller.
- 2.4 **Conduct of Escrow.** Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement and applicable law, custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the State of California and the Internal Revenue Service.
- 2.5 **Covenants in Favor of the Association.** The Property shall be burdened with a covenant running with the land for the benefit of Seller and Seller's members requiring Buyer and all future owners of the Property to:
- (a) Apply for and obtain written approval from Seller before any commercial, industrial or residential use of the Property or a portion thereof commences for any use other than the uses ("Permitted Use(s)") of the Property described in Exhibit "B" attached hereto and incorporated herein by reference. Seller's approval is not required for any of the Permitted Uses. Seller shall have sole discretion on whether to permit a use ("Requested Use(s)") of the Property that is not a Permitted Use,

taking into consideration potential negative impacts on Seller's adjacent property and the interests and welfare of Seller's members. Seller shall promptly consider and decide on any Requested Use

(b) Install and maintain landscaping upon the Property in a neat and attractive condition and so as to screen the Property and the uses thereon from view of the single family homes adjacent to the Property. The landscaping shall include turf or similar forms of ground cover, shrubs, trees and flowers. All weeds and debris must be regularly removed from the Property.

2.6 **Condition of Title.** Seller makes no representations regarding title. The Property, if it is to be transferred from Seller to Buyer, shall be transferred by quitclaim deed. Within 25 days of opening of Escrow, Buyer may cancel the sale if Buyer is not able to secure a commitment to obtain a title policy in an amount and form reasonably satisfactory to Buyer.

2.7 **Closing.** Subject to the satisfaction of any contingencies described herein, Escrow Holder will close Escrow by recording a quitclaim deed by which Seller will transfer its interests in the Property to Buyer, issuing other documents required to be recorded and by disbursing the funds and documents in accordance with this Agreement.

2.8 **Closing Documents.**

2.8.1 If the contingencies are satisfied, Seller, prior to the Close of Escrow, will deliver to Escrow Holder the following items:

- (a) A quitclaim deed sufficient for recording conveying to Buyer Seller's interest in the Property, subject to all taxes, encumbrances, CC&Rs or other matters of record;
- (b) A written corporate resolution or other documents sufficient to show that Seller has satisfied the requirements of its governing documents in connection with the transfer of the Property; and
- (c) All additional documents, instruments and sums which may be reasonably necessary for the Close of Escrow and to consummate the transfer of the Property in accordance with the terms of this Agreement.

2.8.2 Buyer, prior to the Close of Escrow, will deliver to Escrow Holder each of the following items, the delivery of each of which will be a condition to the performance by Seller of its obligations under this Agreement.

- (a) The Purchase Price to be paid and other costs provided for in this Agreement; and
 - (b) All additional documents and instruments which may be reasonably necessary for the Close of Escrow and to consummate the sale of the Property in accordance with the terms of this Agreement, including an executed covenant running with the land imposing the use pre-approval and landscaping requirements referenced above at Section 2.5.
- 2.9 **Escrow/Transfer/Miscellaneous Fees.** Buyer will pay all applicable escrow, title, lot-split, engineering, recording, property transfer, re-zoning and any other applicable fees or costs. Seller shall not be responsible for any escrow fees or other costs whatsoever. Buyer shall be responsible for all costs associated with the attempt to secure a lot-split and all costs associated with any attempt to secure a zoning change.
- 2.10 **Brokerage Commissions.** Seller is not represented by a broker. Any broker fees or commissions will be borne solely by Buyer.
- 2.11 **Other Agreements.** The additional documents and instruments contemplated by Sections 2.8.1(c) and 2.8.2(b) shall include such mutually agreeable easements and agreements as needed to accommodate existing drainage patterns and permit each party to perform fuel modification and related fire prevention services as may be required by the County of Riverside or other governmental agency, except that under no circumstances shall Seller be required to maintain any portion of Buyer's property or improvements thereon or perform fuel modification or other fire prevention services on Buyer's property or for the benefit of Buyer's property.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

- 3.1 **Seller Representations, Warranties and Covenants.** Seller hereby represents warrants and covenants to Buyer, as of the date of this Agreement:
- 3.1.1 Seller is a nonprofit mutual benefit corporation acting through its elected Board of Directors. The person signing this Agreement and any documents and instruments in connection herewith on behalf of Seller has power and authority to do so.
 - 3.1.2. To Seller's actual knowledge, no litigation and no governmental, administrative or regulatory act or proceeding regarding the

environmental, health and safety aspects of the Property is pending, proposed or threatened.

3.1.3 This Agreement is subject to the approval of the Seller's members as provided herein. In the event Sellers' members fail to approve this Agreement, there will be no liability on the part of Seller or Buyer.

3.2 **Buyer's Representations and Warranties.** Buyer hereby represents, warrants and covenants to Seller as of the date of this Agreement that Buyer is a California general partnership and the person or persons signing this Agreement are general partners of Buyer and have the authority to execute any documents and instruments in connection herewith on behalf of Buyer.

ARTICLE IV

DEFAULT AND TERMINATION

4.1 **Default.** A party will be deemed in default hereunder if it fails to meet, comply with or perform any covenant, agreement or obligation on its part required within the time limits and in the manner required in this Agreement for any reason other than a default by the other party hereunder or termination of this Agreement prior to Close of Escrow.

4.2 **Opportunity to Cure.** Notwithstanding any other provision contained herein, no act, failure to act, event or circumstance which might be deemed to be a default by either party will be deemed to be a default under any of the provisions of this Agreement unless and until notice thereof is first given by the non-defaulting party to the party alleged to be in default and said party fails to cure the alleged default within 15 calendar days in the case of a non-monetary default or five calendar days in the case of a monetary default.

4.3 **Termination upon Default.** After notice and an opportunity to cure, if the defaulting party fails to cure the default, the non-defaulting party may terminate this acquisition by giving written notice to the defaulting party and the Escrow Holder. Upon receipt of the notice to terminate, the Escrow Holder will immediately cancel the Escrow and return all money and/or documents to the respective party.

ARTICLE V

MISCELLANEOUS

5.1 **Exhibits.** All exhibits attached hereto are a part of this Agreement for all purposes and are incorporated herein.

- 5.2 **Assignment.** Neither this Agreement nor any rights under this Agreement may be assigned by any party without the prior written consent of the other party.
- 5.3 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors, heirs, agents and permitted assigns.
- 5.4 **Captions.** The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.
- 5.5 **Number and Gender of Words.** Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.
- 5.6 **Governing Law and Venue.** The laws of the State of California shall govern the validity, construction, enforcement and interpretation of this Agreement. All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, shall be decided by proceedings instituted and litigated in the state court in the County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.
- 5.7 **Amendments.** This Agreement may be amended or supplemented only by written documents signed by the parties.
- 5.8 **Notices.** All notices, terminations, waivers and other communications hereunder shall be in writing and shall be delivered personally, by facsimile or shall be sent by registered or certified United States mail or a nationally recognized overnight courier service, postage prepaid, and addressed as follows:
- As to Buyer: YAPY Investment Partners
 4097 Trail Creek Road
 Riverside, CA 92505
 Attention: Ravi P. Pendurthi, general partner
- As to Seller: Lake Hills Maintenance Corporation
 c/o The Avalon Management Group, Inc.
 31608 Railroad Canyon Road
 Canyon Lake, CA 92587
 Attention: Lana Hamadej, LSM, PCAM
- 5.9 **Entirety.** This Agreement embodies the entire agreement between the parties and supersedes all prior written or oral agreements and understandings, if any, between them concerning the subject matter contained herein. There are no representations, agreements,

arrangements or understandings, oral or written, between the parties hereto relating to the subject matter contained in this Agreement which are not fully expressed herein.

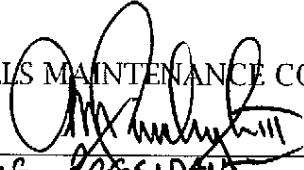
- 5.10 **Severability.** If any of the provisions of this Agreement or its application to any party or circumstance is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible to make such provision legal, valid and enforceable.
- 5.11 **Construction.** No provision of this Agreement shall be construed in favor of or against any particular party by reason of any presumption with respect to the drafting of this Agreement, both parties having the opportunity to consult legal counsel and having fully participated in the negotiation of this Agreement.
- 5.12 **Attorneys' Fees.** In the event that any party hereto institutes an action or proceeding to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs thereof, including reasonable attorneys' fees and costs incurred, in addition to any other damages or relief awarded.
- 5.13 **Waiver of Covenants, Conditions or Remedies.** The waiver by one party of the performance of any covenant, condition or promise or of the time for performing any act under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition or promise or of the time for performing any other act required under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any other remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedies unless they are expressly excluded.
- 5.14 **Survival of Warranties.** All of the warranties, representations, covenants and agreements of the parties hereto contained in this Agreement shall survive the Close of Escrow.
- 5.15 **Counterparts.** This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts shall collectively constitute one original agreement. In making proof of this Agreement, it

shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth

Date: 9-30-2014

Seller
LAKE HILLS MAINTENANCE CORPORATION

By: 
Its: VICE PRESIDENT

Date: 9/19/2014

Buyer
YAPY Investment Partners

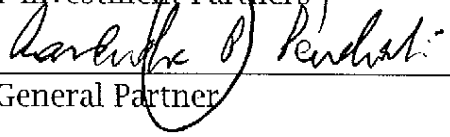
By: 
Its: General Partner

EXHIBIT "A"

Description of the Property

**EXHIBIT "A" - LEGAL DESCRIPTION
LOT LINE ADJUSTMENT NO. _____**

PARCEL "A"

LOT 2 OF TRACT 17215-3, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 192, PAGES 99 THROUGH 101 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CA.

EXCEPTING THEREFROM THOSE PORTIONS AS CONVEYED TO THE SANTA ANA WATERSHED PROJECT AUTHORITY BY DEEDS RECORDED APRIL 9, 1990 AS INSTRUMENT NOS. 128216 AND 128217, BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM EVERYTHING LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2;
THENCE SOUTH 84°51'16" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2 A DISTANCE OF 239.04 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 53°44'47" WEST A DISTANCE OF 52.62 FEET;

THENCE NORTH 19°05'39" EAST A DISTANCE OF 50.02 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 2, SAID POINT BEING THE TERMINUS OF LINE.

SAID PARCEL CONTAINING 7.32 ACRES MORE OR LESS.

PARCEL "B"

LOT 40 OF TRACT NO. 28328, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 264, PAGES 47 THROUGH 50 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM EVERYTHING LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2;
THENCE SOUTH 84°51'16" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2 A DISTANCE OF 239.04 FEET;

THENCE NORTH 53°44'47" WEST A DISTANCE OF 52.62 FEET;

THENCE NORTH 19°05'39" EAST A DISTANCE OF 50.02 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 09°05'39" EAST A DISTANCE OF 380.50 FEET;

THENCE NORTH 06°58'11" WEST A DISTANCE OF 57.66 FEET;

THENCE NORTH 04°12'33" EAST A DISTANCE OF 137.57 FEET;

THENCE SOUTH 88°16'52" EAST A DISTANCE OF 141.74 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 40, SAID POINT BEING THE TERMINUS OF LINE.

SAID PARCEL CONTAINING 4.92 ACRES MORE OR LESS.



Scale: N/A

Assessor's Parcel Number(s): 140-120-004, 140-290-040, 270-190-022

Section 36.31, Township 3S and Range 6W, 5W

Date Exhibit Prepared: 07-11-2014

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**EXHIBIT "A" - LEGAL DESCRIPTION
LOT LINE ADJUSTMENT NO. _____**

PARCEL "C"

A PORTION OF LAND SHOWN ON A CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 20, 1992 AS INST. NO. 58023 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN THE THE SOUTH 1/2 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 5 WEST, S.B.M. TOGETHER WITH A PORTION OF 2 OF TRACT 17215-3, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 192, PAGES 99 THROUGH 101 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND A PORTION OF LOT 40 OF TRACT NO. 28328, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 264, PAGES 47 THROUGH 50 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA LOCATED IN SECTION 36, TOWNSHIP 3 SOUTH, RANGE 6 WEST, S.B.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST 1/4 OF SAID SECTION 31;

THENCE NORTH 00°28'52" EAST ALONG THE WESTERLY LINE OF SAID SECTION 31 A DISTANCE OF 100.48 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2;

THENCE SOUTH 84°51'16" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2 A DISTANCE OF 239.04 FEET;

THENCE NORTH 53°44'47" WEST A DISTANCE OF 52.62 FEET;

THENCE NORTH 19°05'39" EAST A DISTANCE OF 430.52 FEET;

THENCE NORTH 06°58'11" WEST A DISTANCE OF 57.66 FEET;

THENCE NORTH 04°12'33" EAST A DISTANCE OF 137.57 FEET;

THENCE SOUTH 88°16'52" EAST A DISTANCE OF 141.74 FEET TO A POINT ON THE WESTERLY LINE OF SAID SECTION 31;

THENCE SOUTH 00°29'06" WEST ALONG THE WESTERLY LINE OF SAID SECTION 31 A DISTANCE OF 70.02 FEET TO THE NW CORNER OF THE SOUTH 1/2 OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 31;

THENCE SOUTH 88°16'52" EAST ALONG THE NORTH LINE OF SAID SOUTH 1/2 A DISTANCE OF 76.79 FEET TO A POINT ON THE WESTERLY LINE OF LA SIERRA AVENUE AS GRANTED TO THE COUNTY OF RIVERSIDE BY GRANT DEED RECORDED JANUARY 22, 1975 AS INST. NO. 7985 OF OFFICIAL RECORDS;

THENCE SOUTH 04°09'45" EAST ALONG THE SAID WESTERLY LINE OF LA SIERRA AVENUE A DISTANCE OF 552.61 FEET TO THE BEGINNING OF A CURVE BEING CONCAVE TO THE WEST HAVING A RADIUS OF 1445.00 FEET AND A CENTRAL ANGLE OF 3°29'26";

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY LINE OF LA SIERRA AVENUE A DISTANCE OF 88.03 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 31;

THENCE NORTH 88°04'27" WEST ALONG THE SOUTHERLY LINE OF SAID SECTION 31 A DISTANCE OF 126.00 FEET TO THE SAID POINT OF BEGINNING.

SAID PARCEL CONTAINING 4.25 ACRES MORE OR LESS.

Scale: N/A

Assessor's Parcel Number(s): 140-120-004, 140-290-040, 270-190-022

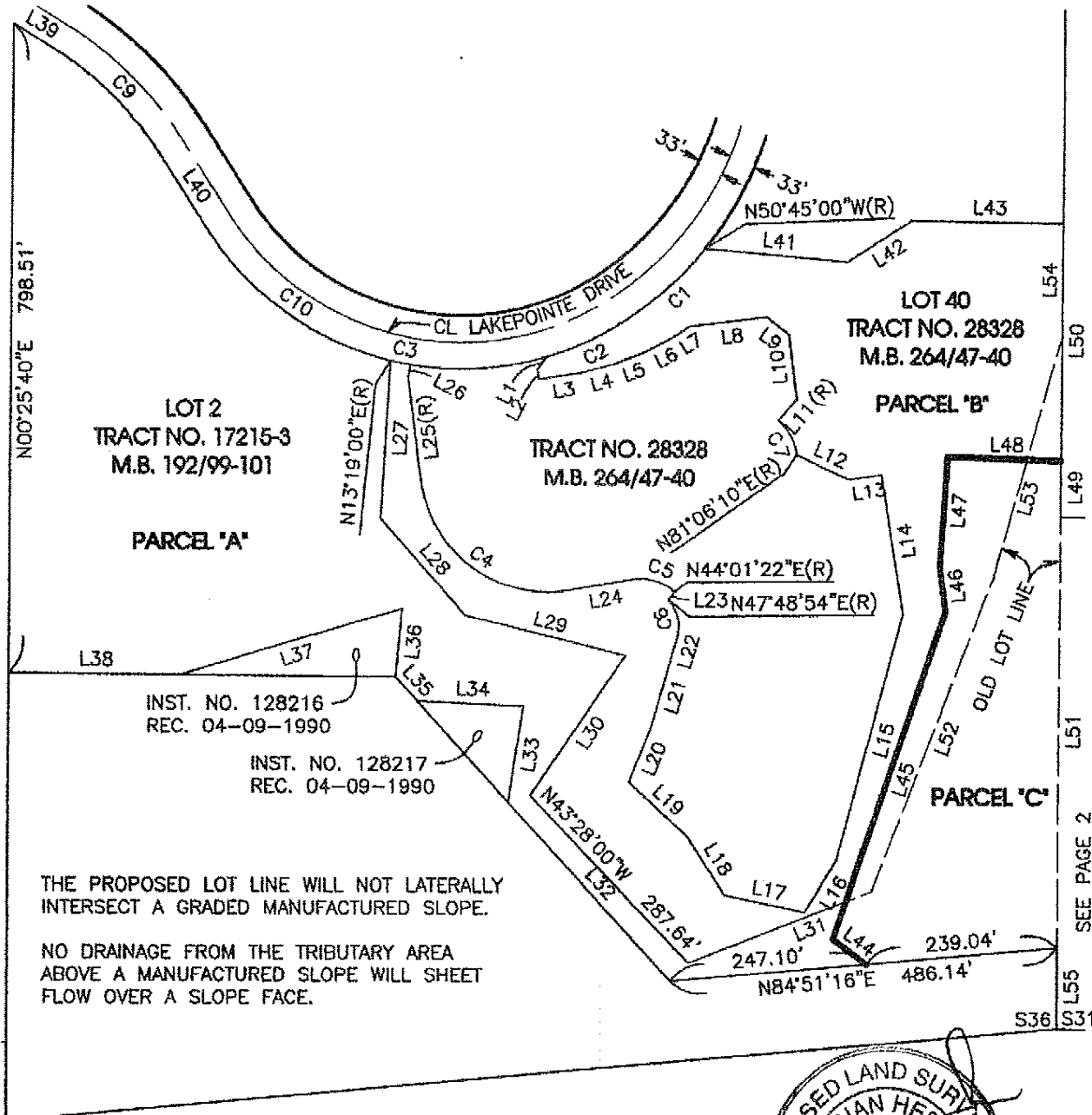
Section 36, 31, Township 3S and Range 6W, 5W

Date Exhibit Prepared: 07-11-2014

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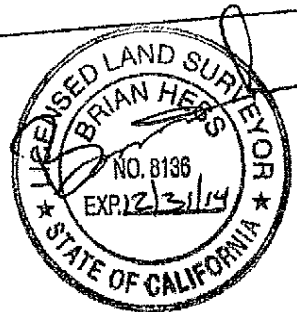
EXHIBIT "B" - MAP

LOT LINE ADJUSTMENT NO. _____



THE PROPOSED LOT LINE WILL NOT LATERALLY INTERSECT A GRADED MANUFACTURED SLOPE.

NO DRAINAGE FROM THE TRIBUTARY AREA ABOVE A MANUFACTURED SLOPE WILL SHEET FLOW OVER A SLOPE FACE.



Scale: 1"=200'

Assessor's Parcel Number(s): 140-120-004, 140-290-040, 270-190-022

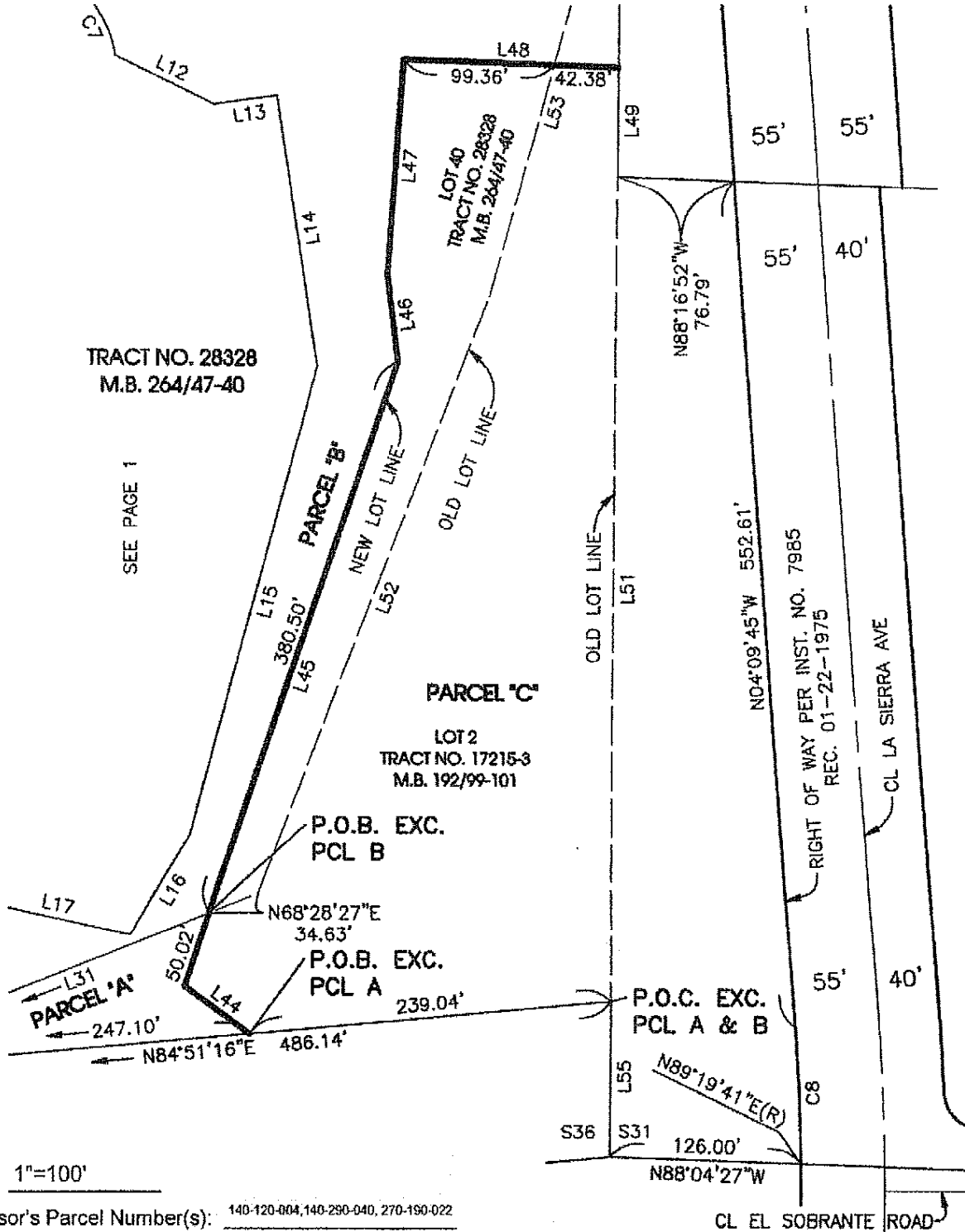
Section 36, 31, Township 3S and Range 6W, 5W

Date Exhibit Prepared: 07-11-2014

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EXHIBIT "B" - MAP LOT LINE ADJUSTMENT NO. _____



Scale: 1"=100'

Assessor's Parcel Number(s): 140-120-004, 140-290-040, 270-190-022

Section 36.31, Township 3S and Range 6W, 5W

Date Exhibit Prepared: 07-11-2014

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EXHIBIT "B" - MAP

LOT LINE ADJUSTMENT NO. _____

| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L1 | N35°34'33"E | 18.78' |
| L2 | N07°04'30"W | 12.40' |
| L3 | N81°18'00"E | 53.03' |
| L4 | N75°12'00"E | 40.43' |
| L5 | N69°55'00"E | 41.11' |
| L6 | N61°59'40"E | 42.83' |
| L7 | N57°30'50"E | 25.23' |
| L8 | N82°43'00"E | 97.00' |
| L9 | S52°05'00"E | 35.35' |
| L10 | S07°04'30"E | 80.95' |
| L11 | N41°03'00"E | 34.99' |
| L12 | N64°41'00"W | 71.60' |
| L13 | N82°02'00"E | 41.65' |
| L14 | N08°47'00"W | 176.39' |
| L15 | N15°20'00"E | 316.61' |
| L16 | N31°27'00"E | 76.07' |
| L17 | N78°01'00"W | 102.81' |
| L18 | N32°37'00"W | 87.70' |
| L19 | N47°17'00"W | 97.88' |
| L20 | N22°26'00"E | 72.75' |
| L21 | N16°21'00"E | 86.27' |
| L22 | N16°26'57"E | 29.31' |
| L23 | N39°02'00"E | 12.01' |
| L24 | N79°46'00"E | 79.62' |
| L25 | N07°05'00"W | 127.60' |
| L26 | N09°30'00"E | 15.96' |
| L27 | N03°29'00"E | 197.17' |
| L28 | N41°23'00"W | 160.33' |
| L29 | N76°11'00"W | 206.39' |
| L30 | N34°42'00"E | 209.87' |
| L31 | N68°28'27"E | 212.32' |
| L32 | N42°22'35"W | 301.42' |
| L33 | N09°13'30"E | 120.00' |
| L34 | N87°22'35"W | 133.00' |
| L35 | N42°22'35"W | 40.00' |
| L36 | N05°21'55"E | 85.10' |
| L37 | N73°25'38"E | 290.00' |
| L38 | N89°34'22"W | 215.00' |

| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L39 | N59°14'00"W | 57.55' |
| L40 | N33°12'09"W | 105.22' |
| L41 | N85°06'00"W | 178.91' |
| L42 | N57°33'00"E | 94.98' |
| L43 | N89°22'00"W | 189.83' |
| L44 | N53°44'47"W | 52.62' |
| L45 | N19°05'39"E | 430.52' |
| L46 | N06°58'11"W | 57.66' |
| L47 | N04°12'33"E | 137.57' |
| L48 | N88°16'52"W | 141.74' |
| L49 | N00°29'06"E | 70.02' |
| L50 | N00°28'49"E | 293.82' |
| L51 | N00°28'52"E | 536.70' |
| L52 | N21°20'00"E | 418.85' |
| L53 | N15°56'00"E | 313.09' |
| L54 | N00°28'52"E | 139.65' |
| L55 | N00°28'52"E | 100.48' |

| CURVE | LENGTH | RADIUS | DELTA |
|-------|---------|----------|-----------|
| C1 | 132.76' | 433.00' | 17°34'00" |
| C2 | 111.14' | 380.00' | 16°45'27" |
| C3 | 25.31' | 380.00' | 3°49'00" |
| C4 | 260.12' | 160.00' | 93°09'00" |
| C5 | 56.82' | 60.00' | 54°15'22" |
| C6 | 51.17' | 50.00' | 58°38'03" |
| C7 | 48.94' | 70.00' | 40°03'21" |
| C8 | 88.03' | 1445.00' | 3°29'26" |
| C9 | 188.54' | 415.00' | 26°01'51" |
| C10 | 288.38' | 380.00' | 43°28'51" |

Scale: N/A

Assessor's Parcel Number(s): 140-120-004, 140-290-040, 270-190-022

Section 36,31, Township 3S and Range 6W,5W

Date Exhibit Prepared: 07-11-2014

EXHIBIT "B"

Permitted Uses

- 1) Commercial Offices
- 2) Retail Sales
- 3) Food Sales
- 4) Carwash – Service
- 5) Bank/Financial Institutions
- 6) Barber and Beauty Shops