

EXHIBIT E-1

**June 12, 2014
Update**



**First American Title Company
National Commercial Services
2755 Campus Dr. Suite 125
San Mateo, CA 94403**

June 12, 2014

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Land Veritas
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Property: Vacant Land, Chino Hills (San Bernardino) and Placentia/Yorba
Linda (Orange), CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of June 06, 2014
at 7:30 A.M. (San Bernardino County)

May 30, 2014 at 7.30 A.M. (Orange County)

The form of Policy of title insurance contemplated by this report is:

ALTA Standard Owner Policy - 2006

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Land Veritas I, LLC, a California limited liability company

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee Simple

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2014-2015, a lien not yet due or payable.
2. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Soquel Canyon, Rincon and Woodview Community Facilities District No. 5, as disclosed by Notice of Special Tax Authorization recorded March 11, 1987 as Instrument No. 87-079843 of Official Records.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. Water rights, claims or title to water, whether or not shown by the public records.
5. Rights of the public in and to that portion of the land lying within any road, street and/or highway.
6. An easement for road purposes, and rights and incidental purposes in the document recorded as Book 133, Page 314 of Official Records.

(Affects Parcel 3)

7. An easement for road purposes, and rights and incidental purposes in the document recorded October 01, 1925 as Book 17, Page 460 of Official Records.

(Affects Parcel 3)
8. An easement for road purposes, and rights and incidental purposes in the document recorded December 01, 1925 as Book 38, Page 219 of Official Records.

(Affects Parcel 2)
9. An easement for pole lines, conduits, ingress and egress, and rights and incidental purposes, recorded March 17, 1961 as Book 5379, Page 478 of Official Records.
In Favor of: Southern California Edison Company
Affects: Parcels 2 and 3

10. An easement for telephone, telegraph and communication systems, and rights and incidental purposes, recorded March 27, 1979 as Book 9651, Page 1026 of Official Records.
In Favor of: Pacific Telephone and Telegraph Company
Affects: Parcel 3

11. The lack of a right of access to and from the land.

Notice: Paragraph 4 of the insuring provisions on the face page of the policy will be deleted from the policy to be issued.

12. Rights of parties in possession.

The Following Matters Affect Parcel 5:

13. A right of way for ditches and canals as reserved by the United States of America in the patent recorded July 03, 1900 in Book F of Patents, Page 59.
14. An easement for road and incidental purposes in the document recorded January 16, 1930 as Book 579, Page 86 of Official Records.
15. An easement for fuel modification zone and incidental purposes, recorded February 26, 2002 as Instrument No. 2002-0091014 of Official Records.
In Favor of: Oakcrest Community Association
Affects: as described therein
16. The effect of a map purporting to show the land and other property, filed Book 99, Page 3 and in Book 100, Page 38 of Record of Surveys.
17. The lack of a right of access to and from the land.

Notice: Paragraph 4 of the insuring provisions on the face page of the policy will be deleted from the policy to be issued.
18. Rights of parties in possession.

INFORMATIONAL NOTES

- 1. Taxes for proration purposes only for the fiscal year 2013-2014.
 First Installment: \$333.45, PAID
 Second Installment: \$333.42, PAID
 Tax Rate Area: 024035
 APN: 1033-021-07-0-000

(Affects Parcel 1)

- 2. Taxes for proration purposes only for the fiscal year 2013-2014.
 First Installment: \$759.25, PAID
 Second Installment: \$759.22, PAID
 Tax Rate Area: 024005
 APN: 1033-131-03-0-000

(Affects portion of Parcel 3)

- 3. Taxes for proration purposes only for the fiscal year 2013-2014.
 First Installment: \$583.93, PAID
 Second Installment: \$583.90, PAID
 Tax Rate Area: 024005
 APN: 1033-131-04-0-000

(Affects Parcel 2)

- 4. Taxes for proration purposes only for the fiscal year 2013-2014.
 First Installment: \$2,659.18, PAID
 Second Installment: \$2,659.17, PAID
 Tax Rate Area: 024035
 APN: 1033-011-02-0-000

(Affects portion of Parcel 3)

- 5. Taxes for proration purposes only for the fiscal year 2013-2014.
 First Installment: \$1,595.83, PAID
 Second Installment: \$1,595.80, PAID
 Tax Rate Area: 024035
 APN: 1033-011-03-0-000

(Affects portion of Parcel 3)

- 6. Taxes for proration purposes only for the fiscal year 2013-2014.
 - First Installment: \$1,592.96, PAID
 - Second Installment: \$1,592.93, PAID
 - Tax Rate Area: 024035
 - APN: 1033-011-04-0-000

(Affects portion of Parcel 3)

- 7. Taxes for proration purposes only for the fiscal year 2013-2014.
 - First Installment: \$1,827.21, PAID
 - Second Installment: \$1,827.18, PAID
 - Tax Rate Area: 024035
 - APN: 1033-021-02-0-000

(Affects Portion of Parcel 5)

- 8. Taxes for proration purposes only for the fiscal year 2013-2014.
 - First Installment: \$2,030.97, PAID
 - Second Installment: \$2,030.94, PAID
 - Tax Rate Area: 024035
 - APN: 1033-021-03-0-000

(Affects Portion of Parcel 5)

- 9. Taxes for proration purposes only for the fiscal year 2013-2014.
 - First Installment: \$292.88, PAID
 - Second Installment: \$292.88, PAID
 - Tax Rate Area: 80-019
 - APN: 312-051-02

(Affects Parcel 4)

- 10. The property covered by this report is vacant land.
- 11. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None
- 12. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.
- 13. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:

A. WITH RESPECT TO A CORPORATION:

- 1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's

state of domicile.

2. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 3. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:
1. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendments;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:
1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendment;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- D. WITH RESPECT TO A GENERAL PARTNERSHIP:
1. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-I), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendments;
 3. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.
- E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:
1. A copy of its operating agreement and any amendments thereto;
 2. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
 3. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
 4. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
 - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.

5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- F. WITH RESPECT TO A TRUST:
1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
 2. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
 3. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.
- G. WITH RESPECT TO INDIVIDUALS:
1. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

******To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.******

LEGAL DESCRIPTION

Real property in the City of Chino Hills (San Bernardino), County of San Bernardino, State of California, described as follows:

PARCEL 1:

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, ACCORDING TO GOVERNMENT SURVEY, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN;

THENCE WESTERLY 1320 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TO THE NORTHWEST CORNER THEREOF;

THENCE NORTH 0° 12' WEST, 284.91 FEET TO A POINT IN THE CENTER LINE OF SOQUEL CANYON ROAD;

THENCE FOLLOWING ROAD EASTERLY SOUTH 84° 58' EAST, 592.83 FEET;

THENCE SOUTH 88° 51' EAST, 261.40 FEET;

THENCE NORTH 61° 34' EAST, 384.16 FEET;

THENCE NORTH 88° 20' EAST, 128.00 FEET;

THENCE NORTH 71° 34' EAST, 36.56 FEET TO A POINT BEING THE NORTHWEST CORNER OF THAT CERTAIN 231.1 ACRE TRACT AS SURVEYED BY W.W. HOY, C.E. OCTOBER 20, 1925;

THENCE SOUTH 0° 12' EAST, 423.72 FEET TO THE PLACE OF BEGINNING

PARCEL 2:

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, RUNNING

THENCE SOUTH 437.68 FEET TO A POINT IN THE NORTH LINE OF THAT CERTAIN PARCEL CONTAINING 568 ACRES AS DEEDED TO S.W. MCCOMB, ET AL, AS SHOWN BY MAP ON FILE IN BOOK 593 PAGE(S) 139 OF DEEDS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AND RECORDED IN BOOK 895, PAGE(S) 274 OF DEEDS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;

THENCE ALONG THE NORTHERLY LINE OF SAID 568 ACRE TRACT, SOUTH 83° 32' 40" WEST, 1328.50 FEET;

THENCE LEAVING THE NORTH LINE OF SAID 568 ACRE TRACT, NORTH 603.02 FEET TO THE SOUTHEAST CORNER OF THE SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, 1320 FEET TO THE PLACE OF BEGINNING.

PARCEL 3:

THAT PORTION OF SECTIONS 6 AND 7, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, DESCRIBED AS

FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 6, SAID TOWNSHIP AND RANGE, RUNNING
THENCE NORTH 0° 12' WEST, 1 MILE, MORE OR LESS, PARALLEL TO THE EAST LINE OF SAID SECTION 6, TO A POINT IN THE NORTH LINE OF SAID SECTION 6;
THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 6, TO A POINT IN A LINE 1320 FEET WESTERLY AND PARALLEL WITH THE FIRST ABOVE DESCRIBED COURSE;
THENCE SOUTH 0° 12' EAST, 1 MILE, MORE OR LESS, ALONG THE LINE PARALLEL TO AND 1320 FEET WESTERLY OF SAID FIRST DESCRIBED COURSE TO A POINT IN THE SOUTH LINE OF SAID SECTION 6;
THENCE SOUTH 1179.81 FEET, MORE OR LESS, TO THE NORTH LINE OF THAT CERTAIN PARCEL DEEDED TO S.W. MCCOMB, ET AL, AS PER DEED RECORDED IN BOOK 596, PAGE(S) 109 OF DEEDS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AND IN BOOK 9, PAGE(S) 59 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;
THENCE ALONG THE SAID NORTH LINE SOUTH 60° 45' EAST, 41.59 FEET TO AN IRON PIPE;
THENCE NORTH 56° 21' EAST, 266.8 FEET TO AN IRON PIPE;
THENCE NORTH 83° 47' EAST, 320.30 FEET TO AN IRON PIPE;
THENCE NORTH 57° 53' EAST, 262 FEET TO AN IRON PIPE;
THENCE NORTH 30° 22' EAST, 198 FEET TO AN IRON PIPE, BEING THE NORTHEAST CORNER OF SAID PARCEL DEEDED TO S.W. MCCOMB, ET AL, AND THE NORTHWEST CORNER OF THAT CERTAIN 568 ACRE PARCEL DEEDED TO S.W. MCCOMB, ET AL, AS SHOWN BY DEED ON FILE IN BOOK 593 PAGE(S) 139 OF DEEDS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AND IN BOOK 895, PAGE(S) 274 OF DEEDS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;
THENCE FOLLOWING THE NORTH LINE OF SAID 568 ACRE TRACT, NORTH 83° 32' 40" EAST, 414.07 FEET;
THENCE LEAVING SAID NORTH LINE, NORTH 603.02 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING SOUTHWESTERLY OF THE BOUNDARY LINE BETWEEN SAN BERNARDINO COUNTY AND ORANGE COUNTY.

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, UNINCORPORATED AREA OF PLACENTIA AND YORBA LINDA, DESCRIBED AS FOLLOWS:

PARCEL 4:

THAT PORTION OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 8 WEST OF THE SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF ORANGE, ACCORDING TO THE OFFICIAL PLAT THEREOF FILED IN THE DISTRICT LAND OFFICE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY TERMINUS OF THAT COURSE IN THE NORTHERLY BOUNDARY OF THE LAND DESCRIBED IN A DEED TO S.W. MCCOMB, RECORDED JULY 17, 1925 IN BOOK 596, PAGE(S) 109, DEEDS, OF SAID ORANGE COUNTY AS HAVING A BEARING AND DISTANCE OF SOUTH 57° 53' 00" WEST 262.00 FEET SAID POINT OF BEGINNING BEING ALSO ON THE BOUNDARY LINE BETWEEN SAID ORANGE COUNTY AND SAID SAN BERNARDINO COUNTY, CALIFORNIA;
THENCE ALONG SAID NORTHERLY BOUNDARY OF THE LAND OF MCCOMB, THE FOLLOWING COURSES:
SOUTH 57° 53' 00" WEST 262.00 FEET,
SOUTH 83° 47' 00" WEST 320.3 FEET,
SOUTH 56° 21' 00" WEST 266.80 FEET,
NORTH 65° 43' 00" WEST 41.59 FEET TO THE SOUTHERLY TERMINUS OF THAT COURSE IN THE EAST BOUNDARY OF THE LAND DESCRIBED IN A DEED TO THE SOQUEL COMPANY LTD.,

RECORDED JUNE 14, 1930 IN BOOK 389, PAGE 292, OF OFFICIAL RECORDS, AS HAVING A BEARING AND DISTANCE OF SOUTH 1179.81 FEET, MORE OR LESS; THENCE NORTH ALONG SAID EAST BOUNDARY TO A POINT ON THE BOUNDARY LINE BETWEEN SAID ORANGE AND SAN BERNARDINO COUNTIES; THENCE SOUTHEASTERLY ALONG LAST SAID BOUNDARY LINE TO THE POINT OF BEGINNING.

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF CHINO HILLS (SAN BERNARDINO), COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 5:

ALL THAT PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT CERTAIN 59 ACRE TRACT AS DEEDED TO JOHN HOKOM, ET AL, BY DEED RECORDED IN BOOK 8, PAGE(S) 407 OF OFFICIAL RECORDS, SAID POINT BEING IN THE CENTERLINE OF SOQUEL CANYON ROAD AT A POINT NORTH 0° 12' WEST 423.72 FEET FROM THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, RUNNING THENCE SOUTH 71° 34' WEST 36.56 FEET ALONG SAID CENTER LINE OF SOQUEL CANYON ROAD;

THENCE CONTINUING ALONG SAID CENTER LINE SOUTH 88° 20' WEST 120 FEET; THENCE SOUTH 61° 34' WEST, 384.16 FEET; THENCE NORTH 88° 51' WEST 261.40 FEET; THENCE NORTH 84° 58' WEST 592.83 FEET TO A POINT LOCATED NORTH 0° 12' WEST 284.91 FEET FROM THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6; THENCE NORTH 012' WEST, 3638.8 FEET ALONG THE EASTERLY LINE OF THAT CERTAIN PARCEL DEEDED TO JOSEPH P. SWEENEY, ET AL, BY DEED RECORDED IN BOOK 17, PAGE(S) 460 OF OFFICIAL RECORDS, TO A POINT IN THE NORTH LINE OF SAID SECTION 6; THENCE NORTH 89° 19' EAST, 660.8 FEET ALONG SAID NORTH LINE OF SECTION 6 TO THE NORTHWEST CORNER OF THAT CERTAIN 20.99 ACRE TRACT DEEDED TO JOHN E. SCHUH, ET AL, BY DEED RECORDED IN BOOK 50, PAGE(S) 189 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHWESTERLY AND SOUTHERLY BOUNDARY OF SAID 20.99 ACRE TRACT, SOUTH 38° 55' EAST 419.93 FEET; THENCE SOUTH 78° 09' EAST 413.17 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN 59 ACRE TRACT REFERRED TO ABOVE; THENCE SOUTH 0° 12' EAST 3108 FEET ALONG THE WEST LINE OF SAID 59 ACRE TRACT TO THE POINT OF BEGINNING.

APN:

(San Bernardino County)

1033-021-07-0-000 (Affects: Parcel 1)
1033-131-03-0-000 (Affects: Portion of Parcel 3)
1033-131-04-0-000 (Affects: Parcel 2)
1033-011-02-0-000 (Affects: Portion of Parcel 3)
1033-011-03-0-000 (Affects: Portion of Parcel 3)
1033-011-04-0-000 (Affects: Portion of Parcel 3)
1033-021-02-0-000 (Affects: Portion of Parcel 5)
1033-021-03-0-000 (Affects: Portion of Parcel 5)

(Orange County)

312-051-02 (Affects : Parcel 4)

The First American Corporation
First American Title Company
Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- 1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - (a) building; (d) improvements on the Land;
 - (b) zoning; (e) land division; and
 - (c) land use; (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
 - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - (c) that result in no loss to You; or
 - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.
- 6. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - (b) in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- 1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - (a) and use
 - (b) improvements on the land
 - (c) and division
 - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

- 2. The right to take the land by condemning it, unless:
 - (a) a notice of exercising the right appears in the public records on the Policy Date
 - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:
 - (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - (c) that result in no loss to you
 - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

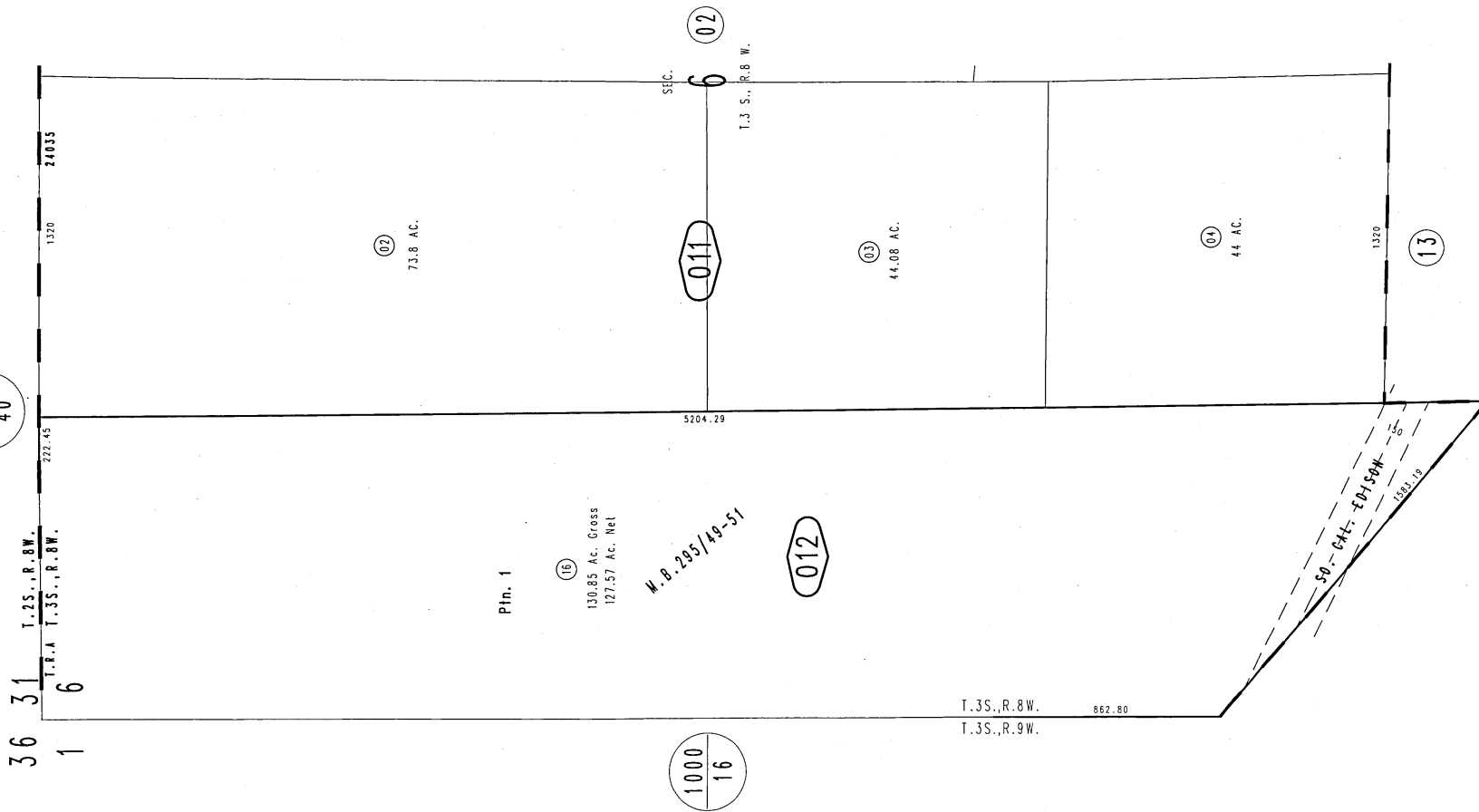
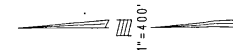
THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY.



Ptn. W.1/2, Sec.6, T.3 S., R.8 W., S.B.M.

City of Chino Hills
Tax Rate Area
24035

1033 - 01



MAY 1972

Ptn. Tract No. 16731, M.B. 295/49-51

Assessor's Map
Book 1033 Page 01
San Bernardino County

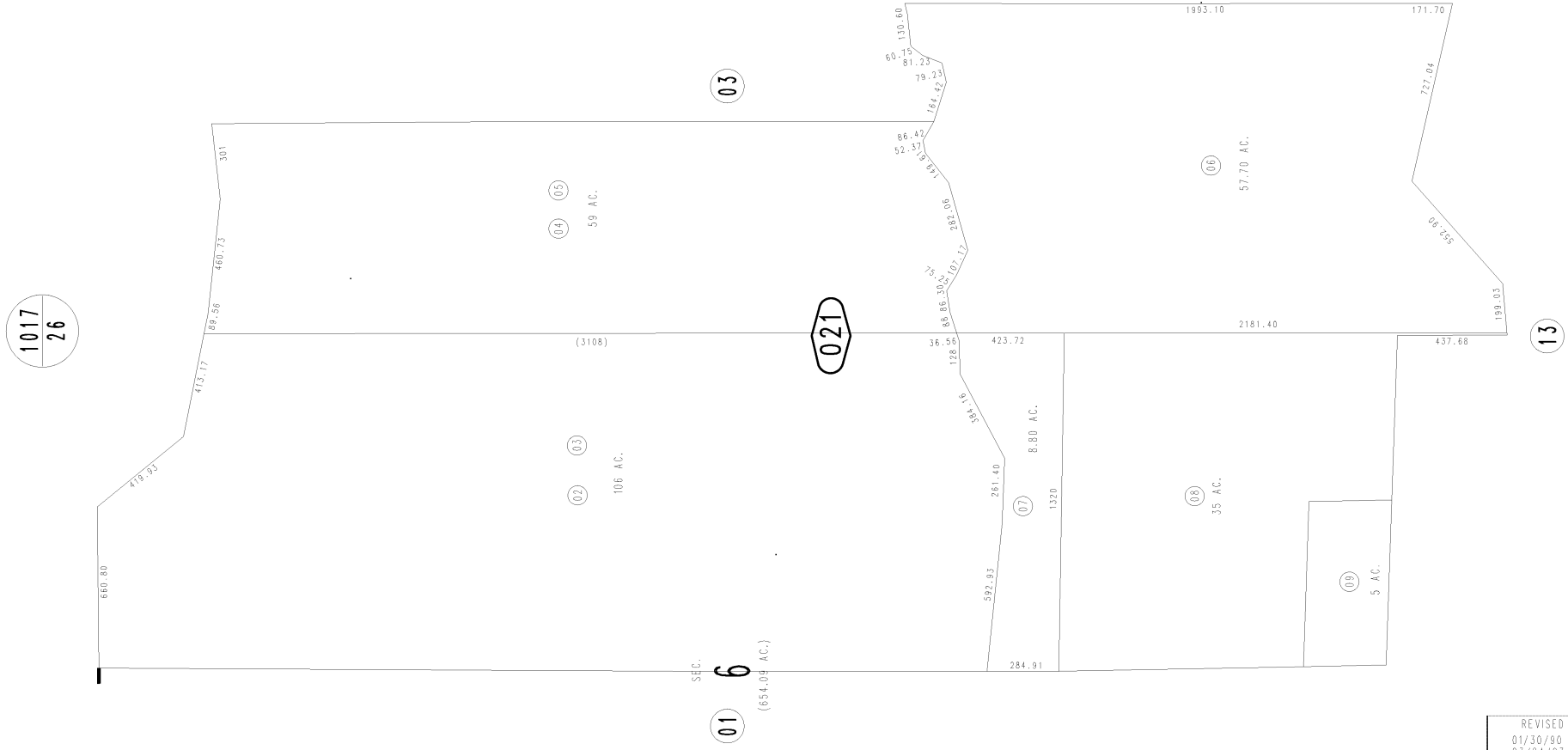
REVISED
02/22/10 LH

THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY.



Ptn. Sec. 5,6 & 7, T.3 S., R.8 W., S.B.M.

City of Chino Hills Tax Rate Area 1033 - 02 24035



1017
26

OCT. 1951

Assessor's Map
Book 1033 Page 02
San Bernardino County

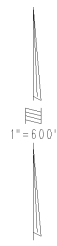
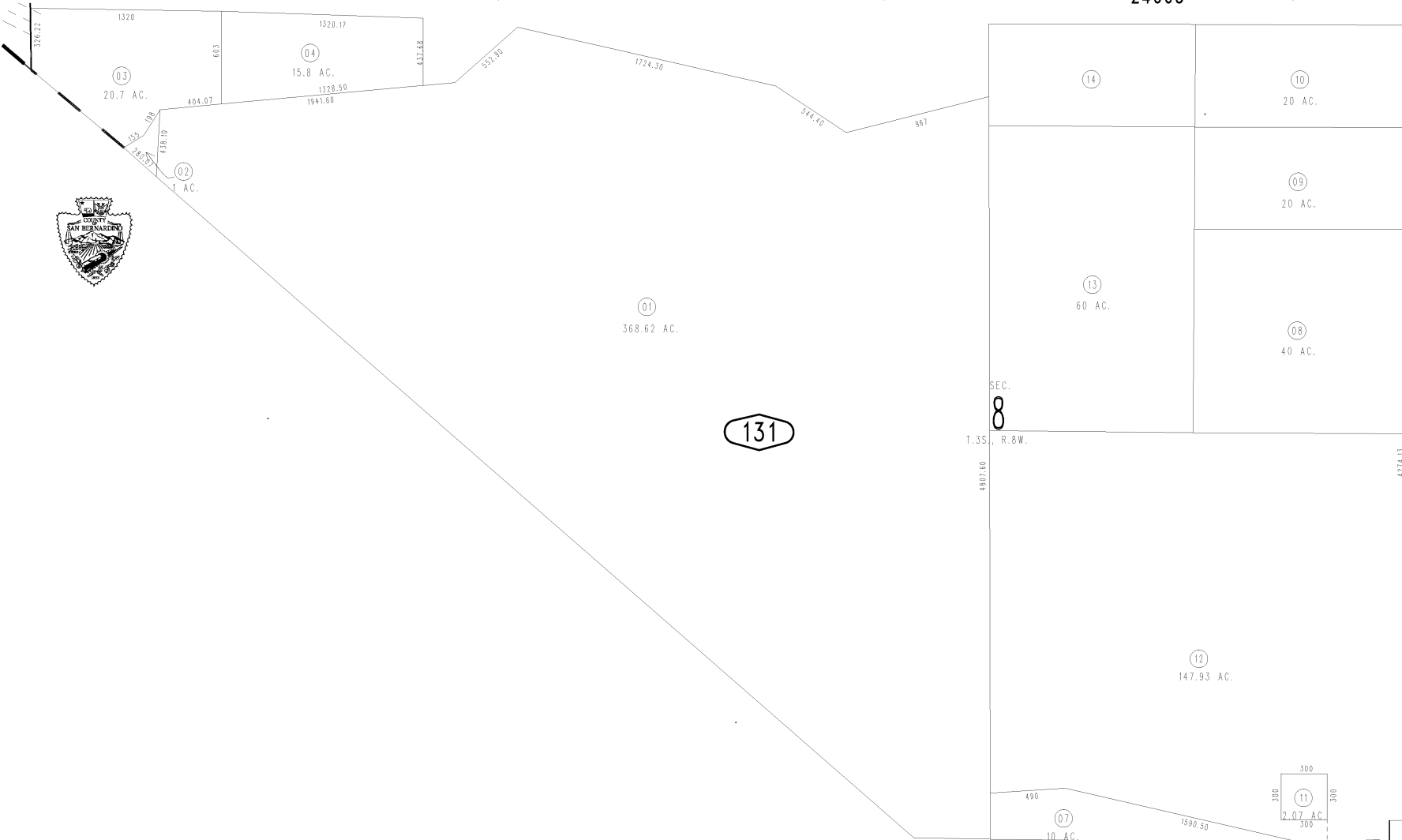
REVISED
01/30/90 JAJ
03/24/93 BLB
08/23/04 AL

THIS MAP IS FOR THE PURPOSE
OF AD VALOREM TAXATION ONLY.

Ptn. Sec. 7&8 T.3S., R.8W., S.B.&M.

City of Chino Hills
Tax Rate Area 24005

1033 - 13



OCT. 1951

Assessor's Map
Book 1033 Page 13
San Bernardino County

REVISED
10/24/06 BK

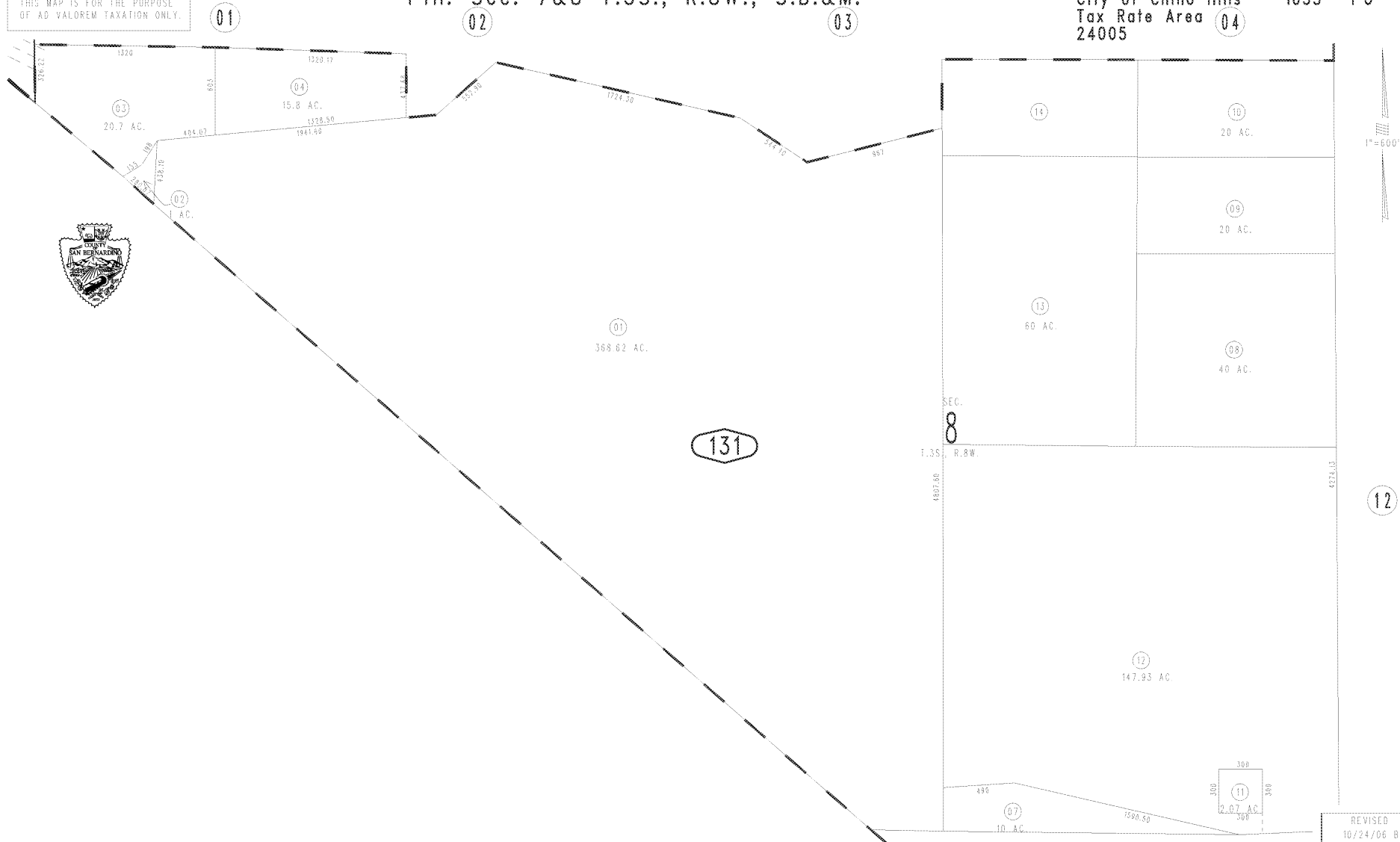
OCT. 1951

THIS MAP IS FOR THE PURPOSE
OF AD VALOREM TAXATION ONLY.

Ptn. Sec. 7&8 T.3S., R.8W., S.B.&M.

City of Chino Hills
Tax Rate Area
24005

1033 - 13



131

14

Assessor's Map
Book 1033 Page 13
San Bernardino County

REVISED
10/24/06 BK

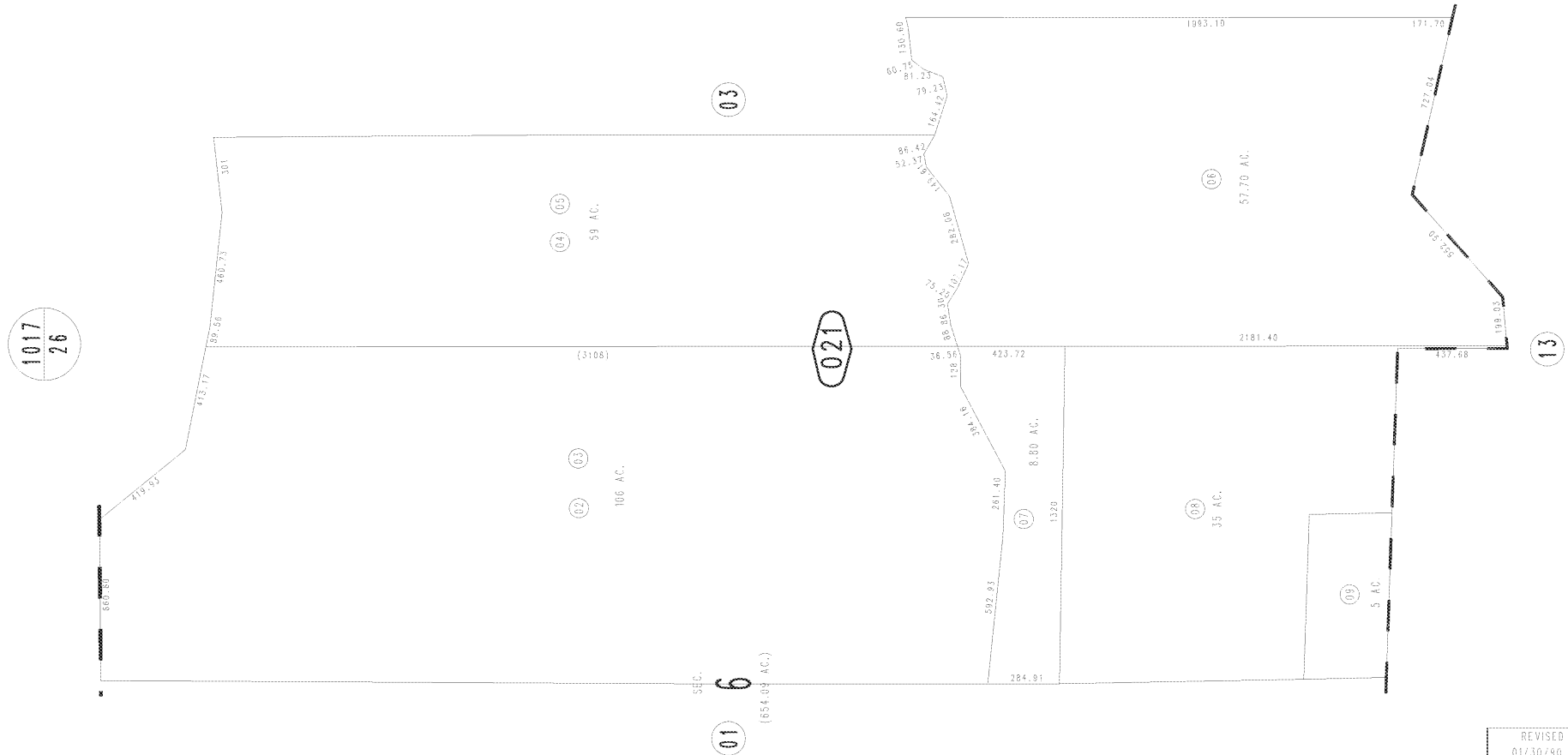
OCT. 1951

THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY.



Ptn. Sec. 5,6 & 7, T.3 S., R.8 W., S.B.M.

City of Chino Hills Tax Rate Area 1033 - 02 24035



Assessor's Map Book 1033 Page 02 San Bernardino County

REVISED 01/30/86 JAJ 03/24/93 BLB 08/23/04 AL

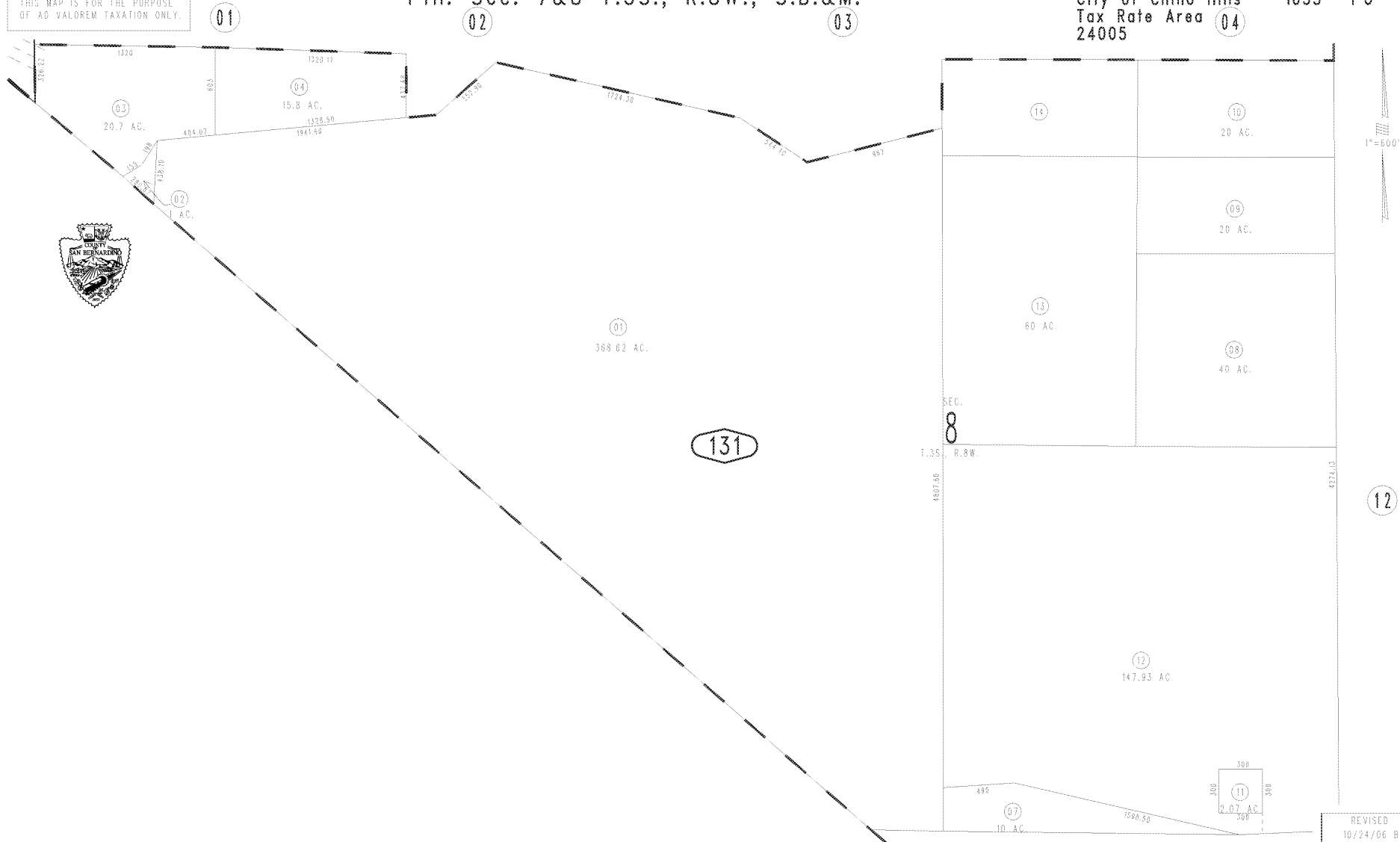
OCT. 1951

THIS MAP IS FOR THE PURPOSE
OF AD VALOREM TAXATION ONLY.

Ptn. Sec. 7&8 T.3S., R.8W., S.B.&M.

City of Chino Hills
Tax Rate Area
24005

1033 - 13



14

Assessor's Map
Book 1033 Page 13
San Bernardino County

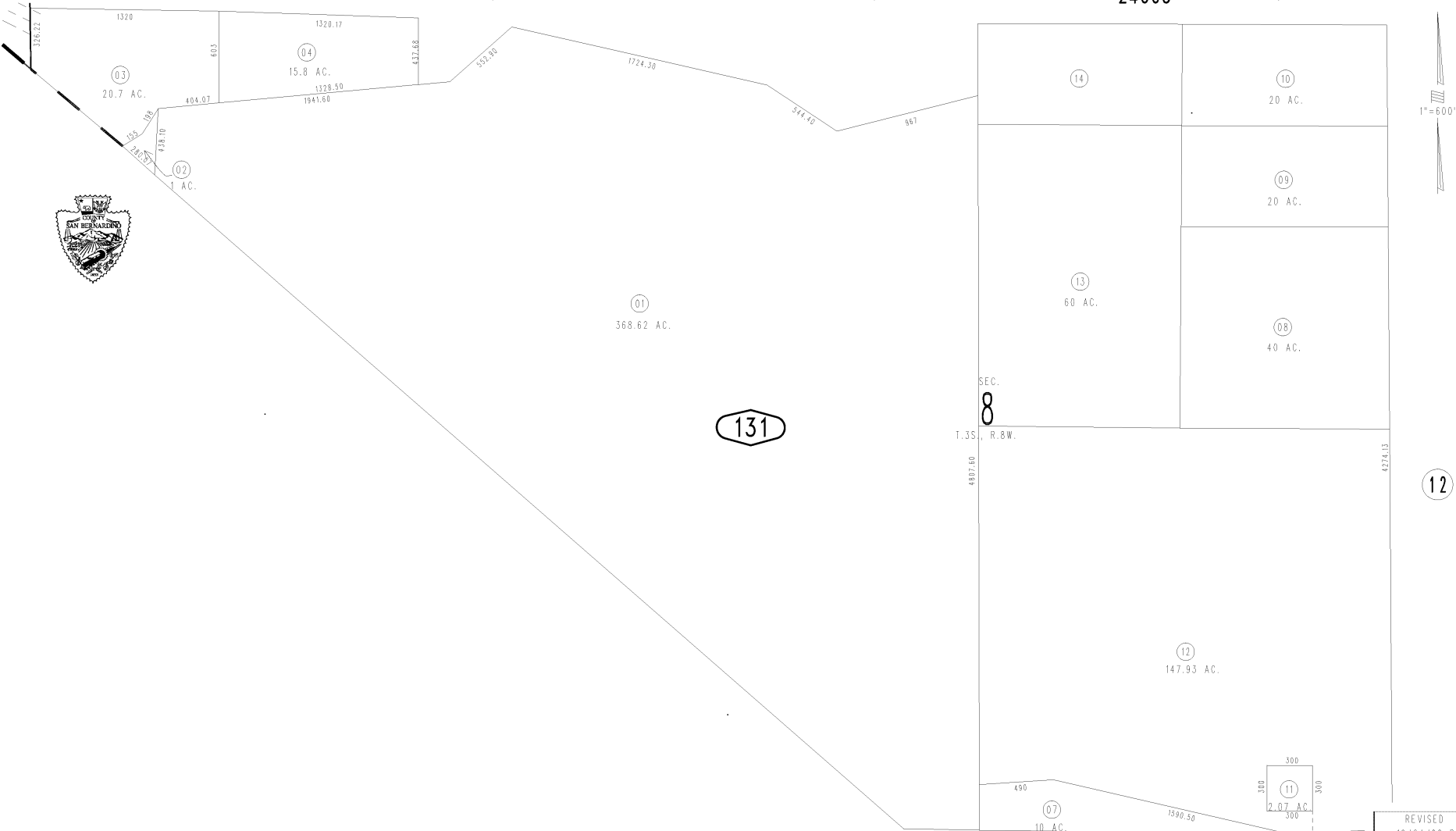
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10/24/06 BK

THIS MAP IS FOR THE PURPOSE
OF AD VALOREM TAXATION ONLY.

Ptn. Sec. 7&8 T.3S., R.8W., S.B.&M.

City of Chino Hills
Tax Rate Area 24005

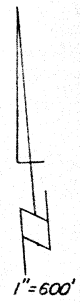
1033 - 13



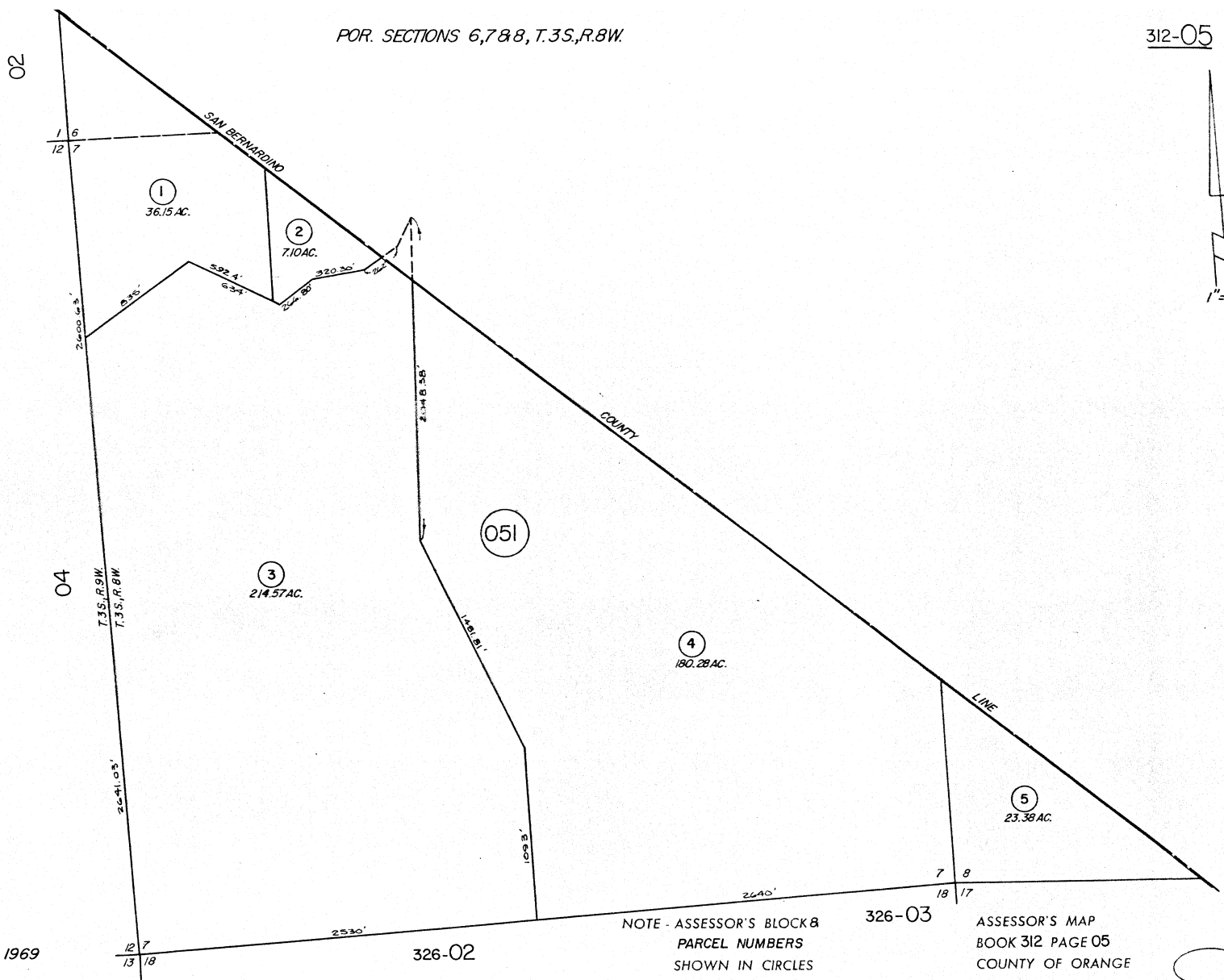
OCT. 1951

Assessor's Map
Book 1033 Page 13
San Bernardino County

REVISED
10/24/06 BK



POR. SECTIONS 6,7&8, T.3S.,R.8W.



MARCH 1969

326-02

NOTE - ASSESSOR'S BLOCK & PARCEL NUMBERS SHOWN IN CIRCLES

326-03

ASSESSOR'S MAP BOOK 312 PAGE 05 COUNTY OF ORANGE



EXHIBIT E-2

PROPERTY ASSESSMENT and WARRANTY

for

Soquel Canyon Mitigation Bank

This Property Assessment and Warranty (“Property Assessment”) is made as of this ____day of November, 2014, by ***Land Veritas I, LLC*** (“Property Owner”), for the benefit of the Los Angeles District of the U.S. Army Corps of Engineers, Region IX of the U.S. Environmental Protection Agency, the Santa Ana Region of the Regional Water Quality Control Board, and the California Department of Fish and Wildlife, South Coast and Inland Deserts Regions, which agencies are jointly referred to in this Property Assessment as the “Signatory Agencies.” Property Owner acknowledges that this Property Assessment and the statements in it may be conclusively relied upon by the Signatory Agencies in entering into the Bank Enabling Instrument (“BEI”) for the Soquel Canyon Mitigation Bank.

This Property Assessment provides a summary and explanation of each recorded or unrecorded lien or encumbrance on, or interest in, the Bank Property (as defined below), including, without limitation, each exception listed in the Preliminary Report issued by First American Title Company, June 12, 2014 NCS-620604-SM (the “Preliminary Report”), covering the Bank Property, as described in **Attachments 1 and 2** attached hereto and incorporated by this reference. Specifically, this Property Assessment includes a narrative explaining each lien, encumbrance or other exception to title and the manner in which it may affect the conservation easement to be recorded against the Bank Property (the “Conservation Easement”) pursuant to the BEI.

Property Owner covenants, represents and warrants to each of the Signatory Agencies as follows:

1. Property Owner is the sole owner in fee simple of certain real property containing approximately 313 acres, 306 acres of which are located in the City of Chino Hills, County of San Bernardino, and 7 acres located in unincorporated Orange County, State of California, designated as Assessor’s Parcel Number(s) 1033-021-07, 1033-131-04, 1033-011-02, 1033-011-03, 1033-011-04, 1033-131-03, 1033-021-03, 1033-021-02 and 312-051-02 (the “Bank Property”), as legally described in the Preliminary Report. Property Owner has, and upon the recordation of the Conservation Easement Property Owner shall have, good, marketable and indefeasible fee simple title to the Bank Property subject only to any exceptions approved in advance of recordation, in writing, by the

Signatory Agencies.

2. The Bank Property is available to be burdened by the Conservation Easement for the conservation purposes identified in the Conservation Easement, in accordance with the BEI.

3. The Bank Property includes legal access to and from Woodview Road via access agreements along the private sections of Woodview Road and Soquel Canyon Road from adjoining parcels to the east.

4. A true, accurate and complete listing and explanation of each recorded or unrecorded lien or encumbrance on, or possessory or non-possessory interest in, the Bank Property is set forth in **Attachment 3** attached to and incorporated by reference in this Property Assessment. Except as disclosed in **Attachment 3**, there are no outstanding mortgages, liens, encumbrances or other interests in the Bank Property (including, without limitation, mineral interests). **Attachment 4**, attached hereto and incorporated by reference in this Property Assessment, depicts all relevant and plottable property lines, easements, dedications, etc. on the Bank Property.

5. Prior to recordation of the Conservation Easement, Property Owner shall certify to the Signatory Agencies in writing that this Property Assessment remains true, accurate and complete in all respects.

6. Property Owner has no knowledge or notice of any legal or other restrictions upon the use of the Bank Property for conservation purposes, or affecting its Conservation Values, as described in the Conservation Easement, or any other matters that may adversely affect title to the Bank Property or interfere with the establishment of a mitigation/conservation bank thereon.

7. Property Owner has not granted any options, or committed or obligated to sell the Bank Property or any portion thereof, except as disclosed in writing to and agreed upon in writing by the Signatory Agencies.

8. The following Appendix and attachments are incorporated by reference in this Property Assessment:

- a) Attachment 1 – Preliminary Report;
- b) Attachment 2 - Encumbrance Documents;
- c) Attachment 3 – Summary and Explanation of Encumbrances; and

d) Attachment 4 - Map(s).

PROPERTY OWNER

LAND VERITAS I, LLC

BY: Land Veritas Corp, its Manager

By: _____

H. Tracey Brownfield
President

Date

Attachment 1
Preliminary Title Report

**June 12, 2014
Update**



**First American Title Company
National Commercial Services
2755 Campus Dr. Suite 125
San Mateo, CA 94403**

June 12, 2014

Tracey Brownfield
Land Veritas
1001 Bridgeway, #246
Sausalito, CA 94965-2104
Phone: (415)729-3734
Fax:

Title Officer: Laurence Bowser
Phone: (408)451-7832
Fax No.: (714)913-6848
E-Mail: LBowser@firstam.com

Escrow Officer: Erwin J. Broekhuis
Phone: (650)356-1729

Property: Vacant Land, Chino Hills (San Bernardino) and Placentia/Yorba
Linda (Orange), CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of June 06, 2014
at 7:30 A.M. (San Bernardino County)

May 30, 2014 at 7.30 A.M. (Orange County)

The form of Policy of title insurance contemplated by this report is:

ALTA Standard Owner Policy - 2006

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Land Veritas I, LLC, a California limited liability company

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee Simple

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2014-2015, a lien not yet due or payable.
2. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Soquel Canyon, Rincon and Woodview Community Facilities District No. 5, as disclosed by Notice of Special Tax Authorization recorded March 11, 1987 as Instrument No. 87-079843 of Official Records.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. Water rights, claims or title to water, whether or not shown by the public records.
5. Rights of the public in and to that portion of the land lying within any road, street and/or highway.
6. An easement for road purposes, and rights and incidental purposes in the document recorded as Book 133, Page 314 of Official Records.

(Affects Parcel 3)

7. An easement for road purposes, and rights and incidental purposes in the document recorded October 01, 1925 as Book 17, Page 460 of Official Records.

(Affects Parcel 3)
8. An easement for road purposes, and rights and incidental purposes in the document recorded December 01, 1925 as Book 38, Page 219 of Official Records.

(Affects Parcel 2)
9. An easement for pole lines, conduits, ingress and egress, and rights and incidental purposes, recorded March 17, 1961 as Book 5379, Page 478 of Official Records.
In Favor of: Southern California Edison Company
Affects: Parcels 2 and 3

10. An easement for telephone, telegraph and communication systems, and rights and incidental purposes, recorded March 27, 1979 as Book 9651, Page 1026 of Official Records.
In Favor of: Pacific Telephone and Telegraph Company
Affects: Parcel 3

11. The lack of a right of access to and from the land.

Notice: Paragraph 4 of the insuring provisions on the face page of the policy will be deleted from the policy to be issued.

12. Rights of parties in possession.

The Following Matters Affect Parcel 5:

13. A right of way for ditches and canals as reserved by the United States of America in the patent recorded July 03, 1900 in Book F of Patents, Page 59.
14. An easement for road and incidental purposes in the document recorded January 16, 1930 as Book 579, Page 86 of Official Records.
15. An easement for fuel modification zone and incidental purposes, recorded February 26, 2002 as Instrument No. 2002-0091014 of Official Records.
In Favor of: Oakcrest Community Association
Affects: as described therein
16. The effect of a map purporting to show the land and other property, filed Book 99, Page 3 and in Book 100, Page 38 of Record of Surveys.
17. The lack of a right of access to and from the land.

Notice: Paragraph 4 of the insuring provisions on the face page of the policy will be deleted from the policy to be issued.
18. Rights of parties in possession.

INFORMATIONAL NOTES

- 1. Taxes for proration purposes only for the fiscal year 2013-2014.
 First Installment: \$333.45, PAID
 Second Installment: \$333.42, PAID
 Tax Rate Area: 024035
 APN: 1033-021-07-0-000

(Affects Parcel 1)

- 2. Taxes for proration purposes only for the fiscal year 2013-2014.
 First Installment: \$759.25, PAID
 Second Installment: \$759.22, PAID
 Tax Rate Area: 024005
 APN: 1033-131-03-0-000

(Affects portion of Parcel 3)

- 3. Taxes for proration purposes only for the fiscal year 2013-2014.
 First Installment: \$583.93, PAID
 Second Installment: \$583.90, PAID
 Tax Rate Area: 024005
 APN: 1033-131-04-0-000

(Affects Parcel 2)

- 4. Taxes for proration purposes only for the fiscal year 2013-2014.
 First Installment: \$2,659.18, PAID
 Second Installment: \$2,659.17, PAID
 Tax Rate Area: 024035
 APN: 1033-011-02-0-000

(Affects portion of Parcel 3)

- 5. Taxes for proration purposes only for the fiscal year 2013-2014.
 First Installment: \$1,595.83, PAID
 Second Installment: \$1,595.80, PAID
 Tax Rate Area: 024035
 APN: 1033-011-03-0-000

(Affects portion of Parcel 3)

- 6. Taxes for proration purposes only for the fiscal year 2013-2014.
 - First Installment: \$1,592.96, PAID
 - Second Installment: \$1,592.93, PAID
 - Tax Rate Area: 024035
 - APN: 1033-011-04-0-000

(Affects portion of Parcel 3)

- 7. Taxes for proration purposes only for the fiscal year 2013-2014.
 - First Installment: \$1,827.21, PAID
 - Second Installment: \$1,827.18, PAID
 - Tax Rate Area: 024035
 - APN: 1033-021-02-0-000

(Affects Portion of Parcel 5)

- 8. Taxes for proration purposes only for the fiscal year 2013-2014.
 - First Installment: \$2,030.97, PAID
 - Second Installment: \$2,030.94, PAID
 - Tax Rate Area: 024035
 - APN: 1033-021-03-0-000

(Affects Portion of Parcel 5)

- 9. Taxes for proration purposes only for the fiscal year 2013-2014.
 - First Installment: \$292.88, PAID
 - Second Installment: \$292.88, PAID
 - Tax Rate Area: 80-019
 - APN: 312-051-02

(Affects Parcel 4)

- 10. The property covered by this report is vacant land.
- 11. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None
- 12. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.
- 13. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:

A. WITH RESPECT TO A CORPORATION:

- 1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's

state of domicile.

2. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 3. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:
1. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendments;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:
1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendment;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- D. WITH RESPECT TO A GENERAL PARTNERSHIP:
1. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-I), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendments;
 3. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.
- E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:
1. A copy of its operating agreement and any amendments thereto;
 2. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
 3. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
 4. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
 - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.

5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- F. WITH RESPECT TO A TRUST:
1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
 2. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
 3. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.
- G. WITH RESPECT TO INDIVIDUALS:
1. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

******To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.******

LEGAL DESCRIPTION

Real property in the City of Chino Hills (San Bernardino), County of San Bernardino, State of California, described as follows:

PARCEL 1:

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, ACCORDING TO GOVERNMENT SURVEY, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN;

THENCE WESTERLY 1320 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TO THE NORTHWEST CORNER THEREOF;

THENCE NORTH 0° 12' WEST, 284.91 FEET TO A POINT IN THE CENTER LINE OF SOQUEL CANYON ROAD;

THENCE FOLLOWING ROAD EASTERLY SOUTH 84° 58' EAST, 592.83 FEET;

THENCE SOUTH 88° 51' EAST, 261.40 FEET;

THENCE NORTH 61° 34' EAST, 384.16 FEET;

THENCE NORTH 88° 20' EAST, 128.00 FEET;

THENCE NORTH 71° 34' EAST, 36.56 FEET TO A POINT BEING THE NORTHWEST CORNER OF THAT CERTAIN 231.1 ACRE TRACT AS SURVEYED BY W.W. HOY, C.E. OCTOBER 20, 1925;

THENCE SOUTH 0° 12' EAST, 423.72 FEET TO THE PLACE OF BEGINNING

PARCEL 2:

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, RUNNING

THENCE SOUTH 437.68 FEET TO A POINT IN THE NORTH LINE OF THAT CERTAIN PARCEL CONTAINING 568 ACRES AS DEEDED TO S.W. MCCOMB, ET AL, AS SHOWN BY MAP ON FILE IN BOOK 593 PAGE(S) 139 OF DEEDS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AND RECORDED IN BOOK 895, PAGE(S) 274 OF DEEDS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;

THENCE ALONG THE NORTHERLY LINE OF SAID 568 ACRE TRACT, SOUTH 83° 32' 40" WEST, 1328.50 FEET;

THENCE LEAVING THE NORTH LINE OF SAID 568 ACRE TRACT, NORTH 603.02 FEET TO THE SOUTHWEST CORNER OF THE SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, 1320 FEET TO THE PLACE OF BEGINNING.

PARCEL 3:

THAT PORTION OF SECTIONS 6 AND 7, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, DESCRIBED AS

FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 6, SAID TOWNSHIP AND RANGE, RUNNING
THENCE NORTH 0° 12' WEST, 1 MILE, MORE OR LESS, PARALLEL TO THE EAST LINE OF SAID SECTION 6, TO A POINT IN THE NORTH LINE OF SAID SECTION 6;
THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 6, TO A POINT IN A LINE 1320 FEET WESTERLY AND PARALLEL WITH THE FIRST ABOVE DESCRIBED COURSE;
THENCE SOUTH 0° 12' EAST, 1 MILE, MORE OR LESS, ALONG THE LINE PARALLEL TO AND 1320 FEET WESTERLY OF SAID FIRST DESCRIBED COURSE TO A POINT IN THE SOUTH LINE OF SAID SECTION 6;
THENCE SOUTH 1179.81 FEET, MORE OR LESS, TO THE NORTH LINE OF THAT CERTAIN PARCEL DEEDED TO S.W. MCCOMB, ET AL, AS PER DEED RECORDED IN BOOK 596, PAGE(S) 109 OF DEEDS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AND IN BOOK 9, PAGE(S) 59 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;
THENCE ALONG THE SAID NORTH LINE SOUTH 60° 45' EAST, 41.59 FEET TO AN IRON PIPE;
THENCE NORTH 56° 21' EAST, 266.8 FEET TO AN IRON PIPE;
THENCE NORTH 83° 47' EAST, 320.30 FEET TO AN IRON PIPE;
THENCE NORTH 57° 53' EAST, 262 FEET TO AN IRON PIPE;
THENCE NORTH 30° 22' EAST, 198 FEET TO AN IRON PIPE, BEING THE NORTHEAST CORNER OF SAID PARCEL DEEDED TO S.W. MCCOMB, ET AL, AND THE NORTHWEST CORNER OF THAT CERTAIN 568 ACRE PARCEL DEEDED TO S.W. MCCOMB, ET AL, AS SHOWN BY DEED ON FILE IN BOOK 593 PAGE(S) 139 OF DEEDS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AND IN BOOK 895, PAGE(S) 274 OF DEEDS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;
THENCE FOLLOWING THE NORTH LINE OF SAID 568 ACRE TRACT, NORTH 83° 32' 40" EAST, 414.07 FEET;
THENCE LEAVING SAID NORTH LINE, NORTH 603.02 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING SOUTHWESTERLY OF THE BOUNDARY LINE BETWEEN SAN BERNARDINO COUNTY AND ORANGE COUNTY.

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, UNINCORPORATED AREA OF PLACENTIA AND YORBA LINDA, DESCRIBED AS FOLLOWS:

PARCEL 4:

THAT PORTION OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 8 WEST OF THE SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF ORANGE, ACCORDING TO THE OFFICIAL PLAT THEREOF FILED IN THE DISTRICT LAND OFFICE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY TERMINUS OF THAT COURSE IN THE NORTHERLY BOUNDARY OF THE LAND DESCRIBED IN A DEED TO S.W. MCCOMB, RECORDED JULY 17, 1925 IN BOOK 596, PAGE(S) 109, DEEDS, OF SAID ORANGE COUNTY AS HAVING A BEARING AND DISTANCE OF SOUTH 57° 53' 00" WEST 262.00 FEET SAID POINT OF BEGINNING BEING ALSO ON THE BOUNDARY LINE BETWEEN SAID ORANGE COUNTY AND SAID SAN BERNARDINO COUNTY, CALIFORNIA;
THENCE ALONG SAID NORTHERLY BOUNDARY OF THE LAND OF MCCOMB, THE FOLLOWING COURSES:
SOUTH 57° 53' 00" WEST 262.00 FEET,
SOUTH 83° 47' 00" WEST 320.3 FEET,
SOUTH 56° 21' 00" WEST 266.80 FEET,
NORTH 65° 43' 00" WEST 41.59 FEET TO THE SOUTHERLY TERMINUS OF THAT COURSE IN THE EAST BOUNDARY OF THE LAND DESCRIBED IN A DEED TO THE SOQUEL COMPANY LTD.,

RECORDED JUNE 14, 1930 IN BOOK 389, PAGE 292, OF OFFICIAL RECORDS, AS HAVING A BEARING AND DISTANCE OF SOUTH 1179.81 FEET, MORE OR LESS; THENCE NORTH ALONG SAID EAST BOUNDARY TO A POINT ON THE BOUNDARY LINE BETWEEN SAID ORANGE AND SAN BERNARDINO COUNTIES; THENCE SOUTHEASTERLY ALONG LAST SAID BOUNDARY LINE TO THE POINT OF BEGINNING.

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF CHINO HILLS (SAN BERNARDINO), COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 5:

ALL THAT PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT CERTAIN 59 ACRE TRACT AS DEEDED TO JOHN HOKOM, ET AL, BY DEED RECORDED IN BOOK 8, PAGE(S) 407 OF OFFICIAL RECORDS, SAID POINT BEING IN THE CENTERLINE OF SOQUEL CANYON ROAD AT A POINT NORTH 0° 12' WEST 423.72 FEET FROM THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, RUNNING THENCE SOUTH 71° 34' WEST 36.56 FEET ALONG SAID CENTER LINE OF SOQUEL CANYON ROAD;

THENCE CONTINUING ALONG SAID CENTER LINE SOUTH 88° 20' WEST 120 FEET; THENCE SOUTH 61° 34' WEST, 384.16 FEET; THENCE NORTH 88° 51' WEST 261.40 FEET; THENCE NORTH 84° 58' WEST 592.83 FEET TO A POINT LOCATED NORTH 0° 12' WEST 284.91 FEET FROM THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6; THENCE NORTH 012' WEST, 3638.8 FEET ALONG THE EASTERLY LINE OF THAT CERTAIN PARCEL DEEDED TO JOSEPH P. SWEENEY, ET AL, BY DEED RECORDED IN BOOK 17, PAGE(S) 460 OF OFFICIAL RECORDS, TO A POINT IN THE NORTH LINE OF SAID SECTION 6; THENCE NORTH 89° 19' EAST, 660.8 FEET ALONG SAID NORTH LINE OF SECTION 6 TO THE NORTHWEST CORNER OF THAT CERTAIN 20.99 ACRE TRACT DEEDED TO JOHN E. SCHUH, ET AL, BY DEED RECORDED IN BOOK 50, PAGE(S) 189 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHWESTERLY AND SOUTHERLY BOUNDARY OF SAID 20.99 ACRE TRACT, SOUTH 38° 55' EAST 419.93 FEET; THENCE SOUTH 78° 09' EAST 413.17 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN 59 ACRE TRACT REFERRED TO ABOVE; THENCE SOUTH 0° 12' EAST 3108 FEET ALONG THE WEST LINE OF SAID 59 ACRE TRACT TO THE POINT OF BEGINNING.

APN:

- (San Bernardino County)
- 1033-021-07-0-000 (Affects: Parcel 1)
- 1033-131-03-0-000 (Affects: Portion of Parcel 3)
- 1033-131-04-0-000 (Affects: Parcel 2)
- 1033-011-02-0-000 (Affects: Portion of Parcel 3)
- 1033-011-03-0-000 (Affects: Portion of Parcel 3)
- 1033-011-04-0-000 (Affects: Portion of Parcel 3)
- 1033-021-02-0-000 (Affects: Portion of Parcel 5)
- 1033-021-03-0-000 (Affects: Portion of Parcel 5)

- (Orange County)
- 312-051-02 (Affects : Parcel 4)

The First American Corporation
First American Title Company
Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- 1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - (a) building; (d) improvements on the Land;
 - (b) zoning; (e) land division; and
 - (c) land use; (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
 - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - (c) that result in no loss to You; or
 - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.
- 6. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - (b) in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- 1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - (a) and use
 - (b) improvements on the land
 - (c) and division
 - (d) environmental protection
 This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
- 2. The right to take the land by condemning it, unless:
 - (a) a notice of exercising the right appears in the public records on the Policy Date
 - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:
 - (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - (c) that result in no loss to you
 - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

Attachment 2
Encumbrance Documents

BEST COPY

593-139
Deeds

our Lord one thousand nine hundred

the parties of the first part, and the second part,

and in consideration of the sum of money of the United States of America, the receipt whereof is hereby acknowledged, convey and confirm unto the party of survivorship, all that certain

in the County of Orange, State of California,

to-wit:
A portion of Section Seven (7) and a portion of Section Eight (8) in Township Three (3) South, Range Eight (8) West, San Bernardino Base and Meridian, particularly described as follows:
Beginning at the Southeast corner of said Section Seven (7) said Township and Range, thence South 87° 06' 20" East Twenty-three Hundred Twenty-one and Two Tenths (2321.2) feet along the South line of said Section Eight (8) said Township and Range to a point in said South line where the West line of the land in said Section Eight (8) conveyed by deed dated January 17, 1922 to George Frances McDermont, produced South intersects said South line, thence North forty Eight Hundred Seven and Six Tenths (4807.6) feet along said produced line undulating the West line of the land conveyed to said George Francis McDermont to an iron pipe; thence South 74° 42' West Five Hundred Sixty Seven (567) feet to an iron pipe on top of a ridge; thence North 57° 45' 20" West Five Hundred Forty Four and Four Tenths (544.4) ft. to an iron pipe on the top of a ridge; thence North 75° 42' 50" West Seventeen Hundred Twenty-four and Three Tenths (1724.3) feet to an iron pipe on the top of a ridge from which an oak tree bears North 23° 40' East Forty six and Three Tenths (46.3) feet and an oak tree bears 88° 40' East One Hundred Two and One Tenth (102.1) feet; thence South 47° 49' 10" West Five Hundred Fifty two and Nine Tenths (552.9) feet to an iron pipe; thence South 53° 32' 40" West Fifteen Hundred Forty-one and Six Tenths (1541.6) feet to an iron pipe on the top of a ridge, thence leaving the ridge South 2° 35' 40" West Twenty Hundred Forty-eight and Three Tenths (2048.3) feet to an iron pipe on the top of a small rise from which an oak tree bears South 9° 38' West Seventy Nine (79) feet; thence South 22° 07' 15" East Fourteen Hundred Eighty One and Eight Tenths (1481.8) feet to an iron pipe located South of the main creek, from which are the following three bearing sycamore trees, North 40° East Thirty-five (35) feet; North 37° East Eighteen (18) feet, and North 62° 30' East Twenty-six and Five Tenths (26.5) feet; thence South Ten Hundred Twenty Three (1023) feet to an iron pipe marking the South Quarter Section corner of Section Seven (7) above referred; thence North 88° 57' 30" East Twenty-six Hundred Forty (2640) feet along the South line of said Section Seven (7) to the place of beginning, containing Five Hundred Sixty-eight (568) acres more or less.

discharged into and carried away from the described land.

maintain and use for conveying water on the described land.

rents and appurtenances thereunto in anywise appertaining, and the reversions, remainder and remainders thereof;

together with the appurtenances thereunto in anywise appertaining, and the reversions, remainder and remainders thereof, with the right of survivorship

have hereunto set their hands and seals

Walter (Seal)

John (Seal)

year of our Lord one thousand nine hundred and twenty-five, at 30 minutes past 3 o'clock of the County Records, Justin Whitney Notary Public, to me to be the persons described herein and they acknowledged to me that

affixed my official seal the day and date

Justin Whitney Notary Public
said County and State
1925, at 30 minutes past 3 o'clock of the County Records, Justin Whitney Notary Public, to me to be the persons described herein and they acknowledged to me that

17906.

THIS INDENTURE, Made the 15th day of April, 1925, by and between the CHINO OIL COMPANY, a corporation organized and existing under the laws of the State of California, party of the first part, and CHINO LAND & WATER COMPANY, a corporation organized and existing under the laws of the State of California, party of the second part,

WITNESSETH: That the said party of the first part, in consideration of the sum of Ten Dollars, gold coin of the United States of America, to be in hand paid by the said party of the second part, receipt of which is hereby acknowledged, has released and forever quitclaimed and by these presents, does remise, release and forever quitclaim unto the said party of the second part and to its successors and assigns, all that certain real property situate in the County of Orange, and the County of San Bernardino, State of California, described as follows, to-wit:

A portion of Section Seven (7) and a portion of Section Eight (8) in Township Three (3) South, Range Eight (8) West, San Bernardino Base and Meridian, particularly described as follows:

Beginning at the Southeast corner of said Section Seven (7) said Township and Range, thence South 87° 06' 20" East Twenty-three Hundred Twenty-one and Two Tenths (2321.2) feet along the South line of said Section Eight (8) said Township and Range to a point in said South line where the West line of the land in said Section Eight (8) conveyed by deed dated January 17, 1922 to George Frances McDermont, produced South intersects said South line, thence North forty Eight Hundred Seven and Six Tenths (4807.6) feet along said produced line undulating the West line of the land conveyed to said George Francis McDermont to an iron pipe; thence South 74° 42' West Five Hundred Sixty Seven (567) feet to an iron pipe on top of a ridge; thence North 57° 45' 20" West Five Hundred Forty Four and Four Tenths (544.4) ft. to an iron pipe on the top of a ridge; thence North 75° 42' 50" West Seventeen Hundred Twenty-four and Three Tenths (1724.3) feet to an iron pipe on the top of a ridge from which an oak tree bears North 23° 40' East Forty six and Three Tenths (46.3) feet and an oak tree bears 88° 40' East One Hundred Two and One Tenth (102.1) feet; thence South 47° 49' 10" West Five Hundred Fifty two and Nine Tenths (552.9) feet to an iron pipe; thence South 53° 32' 40" West Fifteen Hundred Forty-one and Six Tenths (1541.6) feet to an iron pipe on the top of a ridge, thence leaving the ridge South 2° 35' 40" West Twenty Hundred Forty-eight and Three Tenths (2048.3) feet to an iron pipe on the top of a small rise from which an oak tree bears South 9° 38' West Seventy Nine (79) feet; thence South 22° 07' 15" East Fourteen Hundred Eighty One and Eight Tenths (1481.8) feet to an iron pipe located South of the main creek, from which are the following three bearing sycamore trees, North 40° East Thirty-five (35) feet; North 37° East Eighteen (18) feet, and North 62° 30' East Twenty-six and Five Tenths (26.5) feet; thence South Ten Hundred Twenty Three (1023) feet to an iron pipe marking the South Quarter Section corner of Section Seven (7) above referred; thence North 88° 57' 30" East Twenty-six Hundred Forty (2640) feet along the South line of said Section Seven (7) to the place of beginning, containing Five Hundred Sixty-eight (568) acres more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions and reversions, remainder and remainders thereof, issues and profits thereof; and also all the estate, right, title, interest property possession claim and demand, whatsoever, as well in law as in equity of the said party of the first part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances unto the said party of the second part, and to its successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has caused its corporate name and seal to be affixed by its Vice President, and Assistant Secretary for that purpose duly authorized.

((CORPORATE SEAL))

CHINO OIL COMPANY
By Harry E. Way Vice President
By Sue Roach Assistant Secretary

our Lord one thousand nine hundred and...

the parties of the first part, and in consideration of the money of the United States of America...

part of said Section 12, thence North 51° 34' West 675.90 feet...

discharged into and carried away described land.

ments and appurtenances thereto reversions, remainder and remainders...

together with the appurtenances with the right of survivorship...

have hereto set their hands and...

swart (Seal) t (Seal)

year of our Lord one thousand nine hundred and twenty-five...

Notary Public said County and State 1925, at 30 minutes past 5 o'clock...

17906.

THIS INDENTURE, Made the 15th day of April, 1925, by and between the CHINO OIL COMPANY, a corporation organized and existing under the laws of the State of California...

WITNESSETH: That the said party of the first part, in consideration of the sum of Ten Dollars, gold coin of the United States of America, has released and forever quitclaimed...

A portion of Section Seven (7) and a portion of Section Eight (8) in Township Three (3) South, Range Eight (8) West, San Bernardino Base and Meridian...

Beginning at the Southeast corner of said Section Seven (7) said Township and Range, thence South 87° 06' 20" East Twenty-three Hundred Twenty-one and Two tenths (2321.2) feet along the South line of said Section Eight (8) said Township and Range...

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders...

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances unto the said party of the second part, and to its successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has caused its corporate name and seal to be affixed by its Vice President, and Assistant Secretary for that purpose duly authorized.

((CORPORATE SEAL))

CHINO OIL COMPANY By Harry E. Way Vice President By Sue Hatch Assistant Secretary

3. SP-Legal Description 02_895_274

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be construed to include the plural as well as the singular number.

WITNESS the hands of the Trustor, the day and year first above written.

R. M. Seay
Addie M. Seay

STATE OF CALIFORNIA,)
COUNTY OF SAN BERNARDINO,) SS.

On this 15th day of June, 1925, before me, R. L. Horine, a Notary Public in and for said County, personally appeared R. M. Seay and Addie M. Seay, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.

R. L. Horine

(Notarial Seal) Notary Public in and for the County of San Bernardino,
State of California.
My commission expires June 15th, 1927.

No. 28. "Endorsed". Recorded at Request of Trustee Jun 17 1925 at - Min. past 9 A.M.
in Book 895 of Deeds, Page 270 Records San Bernardino County. Fulton G. Feraud, County Recorder By W. J. Guthrie, Deputy Recorder. Fee \$3.00.

R. Clock Compared E.P. Hampton
o o o o o o

THIS INDENTURE, Made the 15th day of April, 1925, by and between the CHINO LAND AND WATER COMPANY, a corporation, created under the laws of the State of California, the party of the first part, and S. W. MC COMB, undivided 3/9th interest, J. H. MACKLIN, undivided 2/9th interest, F. L. SLUSHER, undivided 1/9th interest, H. T. DUNNING, undivided 1/9th interest, R. E. HICKERSON, undivided 1/9th interest and WARREN CADY, undivided 1/9th interest, of the parties of the second part,

WITNESSETH: Whereas, at a regular meeting of the Board of Directors of the said Chino Land and Water Company, held on the 2nd day of May, A. D., 1921, a resolution was unanimously adopted as follows: "Resolved, That the President and the Secretary of this Corporation, the Chino Land and Water Company, be, and they are hereby, authorized, in the name and on behalf of, and for the use and benefit of, said Corporation, to sign, seal, acknowledge, execute and deliver any and all deeds or conveyances, which may be necessary or proper for the disposition, or sale, of any of the real estate owned, belonging to, or held by, this Corporation, provided the number of acres of land sold or conveyed by any one deed shall not exceed two thousand; and any deed or conveyance so executed and with the corporate seal affixed thereto, shall transfer and convey the property therein described, without further action upon the part of the Board of Directors of this Corporation."

NOW, THEREFORE, in pursuance of the aforesaid resolution, the party of the first part, for and in consideration of the sum of Ten Dollars Gold Coin of the United States, to it in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, conveyed and confirmed, and by these presents does grant, bargain and sell, convey and confirm unto the parties of the second part, and to their heirs and assigns forever in the proportion above set forth all those certain lots, pieces or parcels of land situate, lying and being in the County of San Bernardino and County of Orange, State of California, and particularly described as follows, to-wit:

A portion of Section Seven (7) and a portion of Section Eight (8), in Township Three (3) South, Range Eight (8) West, San Bernardino Base and Meridian, particularly described as follows: BEGINNING at the Southeast corner of said Section Seven (7), said Township and Range; thence South 87° 06' 20" East Twenty Three Hundred Twenty One and Two Tenths (2321.2)

ft along the South Line of said Section Eight (8), said Township and Range to a point in said South line where the West Line of the land in said Section Eight (8), conveyed by deed dated January 17, 1922 to George Francis Mc Dermont, produced South intersects said South Line; thence North Forty Eight Hundred Seven and Six Tenths (4807.6) feet along said produced line and along the West line of the land conveyed to said George Francis Mc Dermont, to an iron pipe; thence South 74° 42' West Nine Hundred Sixty Seven (967) ft. to an iron pipe on top of a ridge; thence North 57° 45' 20" West Five Hundred Forty Four and Four Tenths (544.4) feet to an iron pipe on the top of a ridge; thence North 78° 42' 50" West Seventeen Hundred Twenty Four and Three Tenths (1724.3) ft. to an iron pipe on the top of a ridge from which an oak tree bears North 23° 40' East Forty Six and Three Tenths (46.3) ft. and an oak tree bears 88° 40' East One Hundred Two and One Tenth (102.1) ft; thence South 47° 49' 10" West Five Hundred Fifty Two and Nine Tenths (552.9) ft. to an iron pipe; thence South 83° 32' 40" West Nineteen Hundred Forty One and Six Tenths (1941.6) ft. to an iron pipe on the top of a ridge; thence leaving the ridge South 2° 35' 40" West Twenty Hundred Forty Eight and Three Tenths (2048.3) ft. to an iron pipe on the top of a knoll from which an oak tree bears South 9° 38' West Seventy-Nine (79) ft; thence South 22° 07' 15" East Fourteen Hundred Eighty-One and Eight Tenths (1481.8) ft. to an iron pipe located South of the main creek, from which are the following three bearing sycamore trees, North 40° West Thirty Five (35) ft; North 37° East Eighteen (18) ft. and North 62° 30' East Twenty-Six and Five Tenths (26.5) ft. thence South Ten Hundred Ninety Three (1093) ft. to an iron pipe marking the South Quarter Section Corner of Section Seven (7) above referred; thence North 88° 57' 30" East Twenty-Six Hundred Forty (2640) ft. along the South line of said Section Seven (7) to the place of beginning; containing Five Hundred Sixty Eight (568) acres more or less.

TOGETHER with a right of way for road purposes over the road as it now exists through the West Half of said Section Seven (7), said Township and Range; reserving to the party of the first part, its successors or assigns the right to change the course of said road provided the difficulty of ingress and egress is not increased.

SUBJECT to a right of way for road purposes over the lands herein conveyed as shown in the deed from the Chino Land & Water Company to George Francis Mc Dermont.

SUBJECT ALSO TO the taxes for the fiscal year 1925-1926.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances unto the said parties of the second part, and to their heirs and assigns forever, in the proportion above set forth.

IN WITNESS WHEREOF, The party of the first part has executed this instrument by its President and Secretary, for that purpose duly authorized.

CHINO LAND AND WATER COMPANY

E. J. MARSHALL, President

EVA S. SPEAR, Secretary

(CORPORATE SEAL)

(U. S. I. R. S. \$37.00 cancelled)

STATE OF CALIFORNIA }
 COUNTY OF LOS ANGELES } SS

On this 20th day of May, in the year of our Lord one thousand nine hundred and twenty-five, before me, Eleanor L. Jacks, a Notary Public in and for said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared E. J. Marshall, Pres., known to me to be the President and Eva S. Spear, known to me to be the Secretary of the Chino Land and Water Company, the Corporation described in and that executed the within instrument, and severally acknowledged to me that such Corporation executed the same.

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IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(Notarial Seal)

Eleanor L. Jacks
Notary Public in and for Los Angeles
County, State of California.
My Commission Expires March 21, 1926.

Recorded at Request of Grantee, Jun 26, 1925, at -- min past 9 A. M. in Book 902 of Deeds, page 261, Records San Bernardino County. Fulton G. Feraud, County Recorder. By W. J. Guthrie, Deputy Recorder.

No. 84 "Endorsed" Recorded at Request of Grantee Jun 29 1925 at 45 Min past 10 A. M., in Book 895 of Deeds, page 274 Records San Bernardino County. Fulton G. Feraud, County Recorder. Fee \$2.10.

Compared

E. Bemis

J. Raitt.

.....

THIS INDENTURE, Made the 15th day of April, 1925, by and between the CHINO OIL COMPANY, a corporation organized and existing under the laws of the State of California, party of the first part, and CHINO LAND & WATER COMPANY, a corporation, party of the second part,

WITNESSETH:- That the said party of the first part for and in consideration of the sum of TEN DOLLARS Gold Coin of the United State of America, to it in hand paid by the said party of the second part, receipt of which is hereby acknowledged, has released and forever quitclaimed and by these presents does remise, release and forever quitclaim unto the said party of the second part and to its successors and assigns, all that certain real property situated in the County of Orange and the County of San Bernardino, State of California, described as follows, to-wit:

A portion of Section Seven (7) and a portion of Section Eight (8), in Township Three (3) South, Range Eight (8) West, San Bernardino Base and Meridian, particularly described as follows: BEGINNING at the Southeast corner of said Section Seven (7), said Township and Range; thence South 87° 06' 20" East Twenty-Three Hundred Twenty-One and Two Tenths (2321.2) feet along the South line of said Section Eight (8), said Township and Range to a point in said South Line where the West line of the land in said Section Eight (8), conveyed by deed dated January 17, 1922 to George Francis Mc Dermont, produced South intersects said South line; thence North Forty Eight Hundred Seven and Six Tenths (4807.6) feet along said produced line and along the West line of the land conveyed to said George Francis Mc Dermont, to an iron pipe; thence South 74° 42' West Nine Hundred Sixty Seven (967) feet to an iron pipe on top of a ridge; thence North 57° 45' 20" West Five Hundred Forty Four and Four Tenths (544.4) ft. to an iron pipe on top of a ridge; thence North 78° 42' 50" West Seventeen Hundred Twenty-four and Three Tenths (1724.3) feet to an iron pipe on the top of a ridge from which an oak tree bears North 23° 40' East Forty Six and Three Tenths (46.3) feet and an oak tree bears 88° 40' East One Hundred Two and One Tenth (102.1) feet; thence South 47° 49' 10" West Five Hundred Fifty Two and Nine Tenths (552.9) feet to an iron pipe; thence South 83° 32' 40" West Nineteen Hundred Forty-One and Six Tenths (1941.6) feet to an iron pipe on the top of a ridge; thence leaving the ridge South 2° 35' 40" West Twenty Hundred Forty Eight and Three Tenths (2048.3) feet to an iron pipe on the top of a knoll from which an oak tree bears South 9° 38' West Seventy Nine (79) feet; thence South 22° 07' 15" East Fourteen Hundred Eighty One and Eight Tenths (1481.8) feet to an iron pipe located South of the main creek, from which are the following three bearing sycamore trees, North 40° West Thirty-five (35) feet; North 37° East Eighteen (18) feet, and North 62° 30' East Twenty-Six and Five Tenths

Beginning at the Southwest Corner of Section Seven (7), Township Three (3) South, Range Nine (9) West, San Bernardino Base and Meridian, said point being marked by a 4" iron pipe, correct as described, running thence North 86° 57' 30" East Twenty Five Hundred Eighty feet to the South one-quarter section corner of said Section Seven (7), said Township and Range, being the Southwest Corner of the Land conveyed to S.W. McComb, et al. by the China Land and Water Company, dated April 15, 1925; thence North Ten Hundred and One (1095) feet to an iron pipe from which are the following three (3) bearing cylindrical rods: North 40° West Thirty Five (35) feet; North 37° East Eighteen (18) feet; North 62° 33' East Twenty Six and Five Tenths (26.5) feet; thence North 22° 07' 15" West Fourteen Hundred Eighty One and Eight Tenths (1481.8) feet to an iron pipe from which an oak tree bears South 9° 36' West Seventy Nine (79) feet; thence North 2° 35' 40" East Twenty Hundred Forty Eight and Three Tenths (2048.3) feet to an iron pipe on the top of the ridge; thence following the ridge Westerly, South 30° 22' West One Hundred Ninety Eight (198) feet; thence South 57° 53' West Two Hundred Sixty Two (262) feet; thence South 83° 47' West Three Hundred Twenty and Three Tenths (320.3) feet; thence South 56° 21' West Two Hundred Sixty Six and Eight Tenths (266.8) feet; thence North 60° 45' West Six Hundred Thirty Four (634) feet; thence South 57° 42' West Eight Hundred Thirty Five (835) feet to a point in the West Line of said Section Seven (7), said Township and Range, said point being Thirteen Hundred Eighty Four and Six Tenths (1384.6) feet Northerly of the original sandstone one-quarter section corner, on the West Side of said Section Seven (7), said Township and Range, running thence North 50° 07' West Four Hundred Twenty Four and Five Tenths (424.5) feet continuing along ridge, South 71° 23' West Four Hundred Thirty Two and Two Tenths (432.2) feet; thence North 71° 37' West Two Hundred Eighty Eight (288) feet; thence South 68° 23' West Four Hundred Fifty Nine and Six Tenths (459.6) feet; thence South 44° 14' West Twenty Three Hundred Sixty Eight and Four Tenths (2368.4) feet; thence South 35° 04' West Three Hundred Ninety Nine (399) feet; thence South 36° 04' West One Hundred Seventy Nine and Six Tenths (179.6) feet; thence South 49° 34' West One Hundred Thirty Six and Two Tenths (136.2) feet; thence North 84° 56' West Twelve Hundred Two and Four Tenths (1202.4) feet, thence South 59° 09' West to a point in the West Line of said Section Twelve (12), Township Three (3) South, Range Nine (9) West, San Bernardino Base and Meridian; thence Southerly along the West line of said Section Twelve (12), said Township and Range, Southerly to the Southwest Corner of said Section Twelve (12), said Township and Range; thence South 66° 22' 50" East along the South Line of said Section Twelve (12), said Township and Range to the place of beginning.

Subject to a right of way for road purposes over the land herein conveyed as shown in the deed from the China Land and Water Company to George Francis McDermont.

Subject also to a right of way for road purposes over the road as it now exists through the East Half of said Section Seven (7), said Township and Range, as shown in the Deed dated April 15, 1925 from the China Land and Water Company to S.W. McComb, et al.

Subject to the taxes for the fiscal year 1925-1926.

To have and to hold, all and singular the said premises, together with the appurtenances unto the said party of the second part, and to his heirs and assigns, forever.

In Witness Whereof, the party of the first part has executed this instrument by its President and Secretary, for that purpose duly authorized.

((CORPORATE SEAL))

CHINA LAND AND WATER COMPANY

By E.J. Marshall, President

By Harry E. Way, Secretary

U.S.I.R.S. \$36.00
Cancelled.
State of California)
County of Los Angeles)

On this 16th day of June, in the year of our Lord one thousand nine hundred and twenty-five, before me, Eleanor L. Jacke, a Notary

Public in and for said County of Los Angeles commissioned and sworn, personally and Harry E. Way, known to me to be a corporation described in and that as to me that such Corporation executed In Witness Whereof, I have hereof and year in this Certificate first a (SEAL)

Recorded at request of Grantee J Records of San Bernardino County, Fu I hereby certify that I have an office of the County of San Bernardino recorded at request of Grantee of Deeds, Orange County Records, San Varga Trumble 1927.

THIS INSTRUMENT, Made the 2nd of hundred and twenty-five.

BETWEEN CHARLES A. WITSELL and the first part, and M. A. DeWEMPLE and the second part,

WITNESSETH: That the said party of Ten (\$10.00) Dollars, lawful money paid by the said parties of the second part, by these presents, grant, bargain, sell, as joint tenants with the right of land situate, lying and being in California, bounded and particularly

The Southerly Fifty (50) feet of West three (3) acres of the North East the Southwest quarter (SW 1/4) of Section Reserving therefrom for roads, railroads adjoining and each side of the Township along, adjoining and each side of the

It is provided and covenanted, grantees or heirs, successors and assigns conveyed, any building, structure, hereof Thousand Dollars (\$2,000.00), plaster including inside sanitary provisions.

It is further covenanted that the of the Caucasian, or white race.

U.S.I.R.S. \$1.00
Cancelled.

TOGETHER with all and singular belonging or in anywise appertaining, heirs, rents, issues and profits

Beginning at the Southwest Corner of Section Seven (7), Township Three (3) South, Range Nine (9) West, San Bernardino Base and Meridian, said point being marked by a 4" x 4" iron pipe, the corner of said Section Seven (7), said Township and Range, being the Southwest Corner of the Land conveyed to S.W. McComb, et al., by the Chico Land and Water Company, dated April 15, 1925; thence North Ten Hundred and Three (1003) feet to an iron pipe from which are the following three (3) bearing eyesore trees: North 40° West Thirty Five (35) feet; North 37° East Eighteen (18) feet; North 62° 30' East Twenty Six and Five Tenths (26.5) feet; thence North 22° 07' 15" West Fourteen Hundred Eighty One and Eight Tenths (1481.8) feet to an iron pipe from which an oak tree bears South 9° 35' West Seventy Nine (79) feet; thence North 2° 35' 40" East Twenty Hundred Forty Eight and Three Tenths (2048.3) feet to an iron pipe on the top of the ridge; thence following the ridge Westerly, South 30° 22' West One Hundred Ninety Eight (198) feet; thence South 57° 53' West Two Hundred Sixty Two (262) feet; thence South 53° 47' West Three Hundred Twenty and Three Tenths (320.3) feet; thence South 56° 21' West Two Hundred Sixty Six and Eight Tenths (266.8) feet; thence North 60° 45' West Six Hundred Thirty Four (634) feet; thence South 57° 42' West Eight Hundred Thirty Five (835) feet to a point in the West Line of said Section Seven (7), said Township and Range, said point being Thirteen Hundred Eighty Four and Six Tenths (1384.6) feet Northerly of the original sandstone one-quarter section corner, on the West Side of said Section Seven (7), said Township and Range, running thence North 30° 07' West Four Hundred Twenty Four and Five Tenths (424.5) feet continuing along ridge, South 71° 23' West Four Hundred Thirty Two and Two Tenths (432.2) feet; thence North 71° 37' West Two Hundred Eighty Eight (288) feet; thence South 68° 23' West Four Hundred Fifty Nine and Six Tenths (459.6) feet; thence South 44° 14' West Twenty Three Hundred Sixty Eight and Four Tenths (2368.4) feet; thence South 35° 04' West Three Hundred Ninety Nine (399) feet; thence South 34° 04' West One Hundred Seventy Nine and Six Tenths (179.6) feet; thence South 48° 34' West One Hundred Thirty Six and Two Tenths (136.2) feet; thence North 84° 56' West Twelve Hundred Two and Four Tenths (1202.4) feet. thence South 59° 09' West to a point in the West Line of said Section Twelve (12), Township Three (3) South, Range Nine (9) West, San Bernardino Base and Meridian; thence Southerly along the West line of said Section Twelve (12), said Township and Range, Southerly to the Southwest Corner of said Section Twelve (12), said Township and Range; thence South 54° 22' 50" East along the South Line of said Section Twelve (12), said Township and Range to the place of beginning.

Subject to a right of way for road purposes over the land herein conveyed as shown in the deed from the Chico Land and Water Company to George Francis McDermont.

Subject also to a right of way for road purposes over the road as it now exists through the West East of said Section Seven (7), said Township and Range, as shown in the deed dated April 15, 1925 from the Chico Land and Water Company to S.W. McComb, et al.

Subject to the taxes for the fiscal year 1925-1926.

To have and to hold, all and singular the said premises, together with the appurtenances thereto, unto the said party of the second part, and to his heirs and assigns, forever.

In Witness Whereof, the party of the first part has executed this instrument by its President and Secretary, for that purpose duly authorized.

<p>U.S.I.R.S. \$36.00 Cancelled. State of California } County of Los Angeles } ss.</p>	<p>CHICO LAND AND WATER COMPANY By E.J. Marshall, President By Harry E. Way, Secretary</p>
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On this 16th day of June, in the year of our Lord one thousand nine hundred and twenty-five, before me, Eleanor L. Jacks, a Notary

ownship Three (3) South, Range Eight
 ing marked by a 4' x 4' post
 earty Five Hundred Thirty (2530)
 ion Seven (7), said Township and
 S.W. McComb, et al., by deed from
 ence North Ten Hundred Ninety Three
 Three (3) bearing sycamore trees:
 been (15) feet; North 62° 30' East
 07' 15" West Fourteen Hundred Eighty
 lick an oak tree bears South 9° 35'
 Twenty Hundred Forty Eight and Three
 lge; thence following the ridge
 8) feet; thence South 57° 53'
 West Three Hundred Twenty and
 ndered Sixty Six and Eight Tenths
 Four (634) feet; thence South 57°
 n the West Line of said Section
 een Hundred Eighty Four and Six
 ne-quarter section corner, on the
 ge, running thence North 30° 07'
 continuing along ridge, South 71°
 et; thence North 71° 37' West Two
 Four Hundred Fifty Nine and Six
 e Hundred Sixty Eight and Four
 red Ninety Nine (399) feet; thence
 (179.6) feet; thence South 45° 34'
 hence North 54° 56' West Twelve
 ° 09' West to a point in the West
 , Range Nine (9) West, San Bernardino
 said Section Twelve (12), said
 id Section Twelve (12), said
 e South Line of said Section Twelve

land herein conveyed as shown in
 rancis McDermont.
 r the road as it now exists through
 Range, as shown in the deed dated
 .McComb, et al.

ees, together with the appurtenances
 nd assigns, forever.
 executed this instrument b. its

ER COMPANY
 resident
 oratory

e year of our Lord one thousand nine
 'se, Eleanor L. Jacks, a Notary

Public in and for said County of Los Angeles, State of California, residing therein, duly
 commissioned and sworn, personally appeared E. J. [Name] to be the President
 and Harry E. Way, known to me to be the Secretary of [Name] and Water Company, the
 corporation described in and that executed the [Name] and severally acknowledged
 to me that such Corporation executed the same

In Witness Whereof, I have hereunto set
 and year in this Certificate first above writt

((SEAL))

Eleanor L. Jacks Notary Public
 in and for Los Angeles, State of California
 My Commission Expires March 21st, 1926

Recorded at request of Grantee Jul. 15, 1925 at 9 A.M. in Book 9 page 59 of Official Records
 Records of San Bernardino County, Fulton G. Ferand, County Recorder.

I hereby certify that I have correctly transcribed this instrument on the records in the
 office of the County of San Bernardino County, G. Plummer, Copyist.

Recorded at request of Grantee Jul. 17, 1925 at 30 min. past 8 A.M. in Book 595 page 109
 of Deeds, Orange County Records, Justine Whitney County Recorder, Edith Schenial, Deputy
 Verna Trumble COMPARED Ruby Cameron

-- o o o --

1927.
 THIS INDENTURE, Made the 2nd day of July, in the year of our Lord one thousand nine
 hundred and twenty-five.

BETWEEN CHARLES A. MITCHELL and MAGGIE K. MITCHELL, husband and wife, the parties of
 the first part, and M. A. DeTEMPLE and VIOLET M. DeTEMPLE, husband and wife, the parties of
 the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the
 sum of Ten (\$10.00) Dollars, lawful money of the United States of America, to them in hand
 paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do
 by these presents, grant, bargain, sell, convey and confirm unto said parties of the second
 part, as joint tenants with the right of survivorship, all that certain lot, piece, or parcel
 of land situate, lying and being in the Rancho Las Bolsas, County of Orange, State of
 California, bounded and particularly described as follows, to-wit:

The Southerly Fifty (50) feet of the Northerly four hundred twenty (420) feet of the
 West three (3) acres of the North half of the West half of the Northwest quarter (NW $\frac{1}{4}$) of
 the Southwest quarter (SW $\frac{1}{4}$) of Section 33, Township Four (4), Range (19) S.B.B & N.,
 Reserving therefrom for roads, railroads and ditches a strip of land 30 feet wide along,
 adjoining and each side of the Township and Section lines and a strip of land 15 feet wide,
 along, adjoining and each side of the quarter Section lines.

It is provided and covenanted, however, with a covenant with the land, that said
 grantees or heirs, successors and assigns shall not erect or more upon the land hereby
 conveyed, any building, structure, habitation or place of residence of less value than Two
 Thousand Dollars (\$2,000.00), plastered house of modern construction in every respect,
 including inside sanitary provisions and conveniences.

It is further covenanted that this property cannot be re-conveyed to anyone who is not
 of the Caucasian, or white race.

U.S.I.R.S. \$1.00
 Cancelled.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto
 belonging or in anywise appertaining, and the reversion and reversions, remainder and
 remainders, rents, issues and profits thereof.

omship Three (3) South, Range Eight
 ing marked by a 4" x 4" post
 only Five Hundred Thirty (2530)
 ion Seven (7), said Township and
 S.W. McComb, et al., by deed from
 ence North Ten Hundred Ninety Three
 three (3) bearing sycamore trees:
 been (15) feet; North 62° 30' East
 17' 15" West Fourteen Hundred Eighty
 ick an oak tree bears South 9° 36'
 Twenty Hundred Forty Eight and Three
 lge; thence following the ridge
 4) feet; thence South 57° 53'
 West Three Hundred Twenty and
 ndered Sixty Six and Eight Tenths
 Four (634) feet; thence South 57°
 a the West Line of said Section
 een Hundred Eighty Four and Six
 no-quarter section corner, on the
 ge, running thence North 30° 07'
 continuing along ridge, South 71°
 st; thence North 71° 37' West Two
 Four Hundred Fifty Nine and Six
 e Hundred Sixty Eight and Four
 red Ninety Nine (399) feet; thence
 (179.6) feet; thence South 44° 34'
 hance North 44° 56' West Twelve
 ° 09' West to a point in the West
 , Range Nine (9) West, San Bernardino
 said Section Twelve (12), said
 id Section Twelve (12), said
 e South Line of said Section Twelve

 land herein conveyed as shown in
 Francis McDermott.
 e the road as it now exists through
 Range, as shown in the deed dated
 .McCombs, et al.

 ses, together with the appurtenances
 nd assigns, forever.
 executed this instrument b. its

 ER COMPANY
 resident
 ertary

 e year of our Lord one thousand
 'me, Eleanor L. Jacks, a Notary

Public in and for said County of Los Angeles, State of California, residing therein, duly
 commissioned and sworn, personally appeared E. J. Marshall, known to me to be the President
 and Harry E. Way, known to me to be the Secretary of the Los Angeles and Water Company, the
 corporation described in and that executed the within instrument, and severally acknowledged
 to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and fixed my official seal the day
 and year in this Certificate first above written.

((SEAL))

Eleanor L. Jacks Notary Public
 in and for Los Angeles, State of California
 My Commission Expires March 21st, 1926

Recorded at request of Grantee Jul. 15, 1925 at 9 A.M. in Book 9 page 59 of Official Records
 Records of San Bernardino County, Fulton G. Fernand, County Recorder.

I hereby certify that I have correctly transcribed this instrument on the records in the
 office of the County of San Bernardino County, G. Plummer, Copyist.

Recorded at request of Grantee Jul. 17, 1925 at 30 min. past 8 A.M. in Book 596 page 109
 of Deeds, Orange County Records, Justine Whitney County Recorder, Edith Behanial, Deputy

Verga Trumble COMPARED Ruby Cameron

- - - O O - - -

1927.
 THIS INSTRUMENT, Made the 2nd day of July, in the year of our Lord one thousand nine
 hundred and twenty-five.

BETWEEN CHARLES A. MITCHELL and MAGGIE K. MITCHELL, husband and wife, the parties of
 the first part, and M. A. DeTEMPLE and VIOLET M. DeTEMPLE, husband and wife, the parties of
 the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the
 sum of Ten (\$10.00) Dollars, lawful money of the United States of America, to them in hand
 paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do
 by these presents, grant, bargain, sell, convey and confirm unto said parties of the second
 part, as joint tenants with the right of survivorship, all that certain lot, piece, or parcel
 of land situate, lying and being in the Rancho Las Bolsas, County of Orange, State of
 California, bounded and particularly described as follows, to-wit:

The Southerly Fifty (50) feet of the Northerly four hundred twenty (420) feet of the
 West three (3) acres of the North half of the West half of the Northwest quarter (NW $\frac{1}{4}$) of
 the Southwest quarter (SW $\frac{1}{4}$) of Section 33, Township Four (4), Range (19), S.E.B & N.,
 Reserving therefrom for roads, railroads and ditches a strip of land 30 feet wide along,
 adjoining and each side of the Township and Section lines and a strip of land 15 feet wide,
 along, adjoining and each side of the quarter Section lines.

It is provided and covenanted, however, with a covenant with the land, that said
 grantees or heirs, successors and assigns shall not erect or more upon the land hereby
 conveyed, any building, structure, habitation or place of residence of less value than Two
 thousand Dollars (\$2,000.00), plastered house of modern construction in every respect,
 including inside sanitary provisions and conveniences.

It is further covenanted that this property cannot be re-conveyed to anyone who is not
 of the Caucasian, or white race.

U.S.I.R.S. \$1.00
 Cancelled.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto
 belonging or in anywise appertaining, and the reversion and reversions, remainder and
 remainders, rents, issues and profits thereof.

No. 29. "Endorsed" Recorded at Request of Grantee, Jul 7 1925, at - Min. past 9 A.M. in Book 9 of Official Records, Page 58, Records San Bernardino County. Fulton G. Ferand, County Recorder. By W. J. Guthrie, Deputy Recorder. Fee 90¢

Compared

G. Getty G. Plummer

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THIS INSTRUMENT, Made the 11th day of May, 1925, by and between the Chino Land and Water Company, a corporation, created under the laws of the State of California, the party of the first part, and S. W. MC COMB, of Los Angeles County, California, the party of the second part,

WITNESSETH: Whereas, at a regular meeting of the Board of Directors of the said Chino Land and Water Company, held on the 2nd day of May, A.D., 1921, a resolution was unanimously adopted as follows: "Resolved, That the President and the Secretary of this Corporation, the Chino Land and Water Company, be, and they are hereby authorized, in the name and on behalf of, and for the use and benefit of, said Corporation, to sign, seal, acknowledge, execute and deliver any and all deeds or conveyances which may be necessary or proper for the disposition, or sale, of any of the real estate owned, belonging to, or held by, this Corporation, provided the number of acres of land sold or conveyed by any one deed shall not exceed two thousand; and any deed or conveyance so executed and with the corporate seal affixed thereto, shall transfer and convey the property therein described, without further action upon the part of the Board of Directors of this Corporation."

NOW, THEREFORE, in pursuance of the aforesaid resolution, the party of the first part, for and in consideration of the sum of Ten Dollars Gold Coin of the United States, to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, conveyed and confirmed, and by these presents does grant, bargain and sell, convey and confirm unto the party of the second part, and to his heirs and assigns forever, all those certain lots, pieces or parcels of land situate, lying and being in the County of San Bernardino and the County of Orange, State of California, and particularly described as follows, to-wit:

A portion of Section Seven (7), in Township Three (3) South, Range Eight (8) West, San Bernardino Base and Meridian, and a portion of Section Twelve (12), in Township Three (3) South, Range Nine (9) West, San Bernardino Base and Meridian, particularly described as follows:

BEGINNING at the Southwest Corner of Section Seven (7), Township Three (3) South, Range Eight (8) West, San Bernardino Base and Meridian, said point being marked by a 4" x 4" post correctly scribed, running thence North 88°57'30" East Twenty Five Hundred Thirty (2530) feet to the South one-quarter section corner of said Section Seven (7), said Township and Range, being the Southwest corner of the land conveyed to S. W. MC COMB, et al., by deed from the Chino Land and Water Company, dated April 15, 1925; thence north Ten Hundred Ninety Three (1093) feet to an iron pipe from which are the following three (3) bearing sycamore trees: North 40° West Thirty Five (35) feet; North 37° East Eighteen (18) feet; North 62°30' East Twenty Six and Five Tenths (26.5) feet; thence North 22°07'15" West Fourteen Hundred Eighty One and Eight Tenths (1481.8) feet to an iron pipe from which an Oak tree bears south 9°38' West Seventy Nine (79) feet; thence North 2°35'40" East Twenty Hundred Forty Eight and Three Tenths (2048.3) feet to an iron pipe on the top of the ridge; thence following the ridge Westerly, South 30° 22' West One Hundred Ninety Eight (198) feet; thence South 57°53' West Two Hundred Sixty Two (262) feet; thence South 83°47' West Three Hundred Twenty and Three Tenths (320.3) feet; thence South 56°21' West Two Hundred Sixty Six and Eight Tenths (266.8) feet; thence North 60° 45' West Six Hundred Thirty Four (634) feet; thence South 57°42' West Eight Hundred Thirty Five (835) feet to a point in the West line of said Section Seven (7), said Township and Range,

said point being Thirteen Hundred Eighty Four and Six Tenths (1384.6) feet Northerly of the original sandstone one-quarter section corner, on the West side of said Section Seven (7), said Township and Range, running thence North 50°07' West Four Hundred Twenty Four and Five Tenths (424.5) feet continuing along ridge, South 71°23' West Four Hundred Thirty Two and Two Tenths (432.2) feet; thence North 71°37' West Two Hundred Eighty Eight (288) feet; thence South 68°23' West Four Hundred Fifty Nine and Six Tenths (459.6) feet; thence South 44°14' West Twenty Three Hundred Sixty Eight and Four tenths (2368.4) feet; thence South 35°04' West Three Hundred Ninety Nine (399) feet; thence South 36°04' West one Hundred Seventy Nine and Six Tenths (179.6) feet; thence South 48°34' West One Hundred Thirty Six and Two Tenths (136.2) feet; thence North 84°56' West Twelve Hundred Two and Four Tenths (1202.4) feet; thence South 59°09' West to a point in the West line of said Section Twelve (12), Township Three (3) South, Range Nine (9) West, San Bernardino Base and Meridian; thence Southerly along the West line of said Section Twelve (12), said Township and Range, Southerly to the Southwest corner of said Section Twelve (12), said Township and Range; thence South 88°22'50" East along the South Line of said Section Twelve (12), said Township and Range to the place of beginning.

SUBJECT to a right of way for road purposes over the land herein conveyed as shown in the deed from the Chino Land and Water Company to George Francis Mc Dermont.

SUBJECT also to a right of way for road purposes over the road as it now exists through the West Half of said Section Seven (7), said Township and Range, as shown in the Deed dated April 15, 1925 from the Chino Land and Water Company to S. W. MC COMB, et al.

SUBJECT to the taxes for the fiscal year 1925-1926.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns, forever.

IN WITNESS WHEREOF, The Party of the first part has executed this instrument by its President and Secretary, for that purpose duly authorized.

(CORPORATE SEAL)

(U.S.I.R.A.\$36.00 Cancelled)

CHINO LAND AND WATER COMPANY

BY E. J. Marshall, President

By Harry E. Way, Secretary

STATE OF CALIFORNIA)
County of Los Angeles) ss.

On this 16th day of June, in the year of our Lord one thousand nine hundred and twenty-five, before me, Eleanor L. Jacks, a Notary Public in and for said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared E. J. Marshall, known to me to be the President and Harry E. Way known to me to be the Secretary of the Chino Land and Water Company, the corporation described in and that executed the within instrument, and severally acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

ELEANOR L. JACKS.

Notary Public in and for Los Angeles County, State of California.

My Commission Expires March 21st, 1926.

No. 11. "Endorsed" Recorded at Request of Grantee, Jul 15, 1925, at - Min. past 9 A.M. in Book 9 of Official Records, Page 59, Records San Bernardino County. Fulton G. Ferand, County Recorder. Fee \$2.10

Compared

M. Alexander

G. Plummer

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292

STATE OF CALIFORNIA, }
County of Orange. } ss.

On this 10th day of June, A.D. 1930, before me J. M. Woodworth, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Frank D. Lucas & Zeldia O. Lucas, his wife, known to me to be the persons whose names are subscribed to the within Instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

((SEAL))

J. M. Woodworth, Notary Public
in and for said County and State.

Recorded at request of First National Bank of Garden Grove, Jun 14, 1930, at 20 Min. past 9 A.M. in Book 389, page 291, Official Records of Orange County. Justine Whitney, County Recorder. Ruby Cameron, Deputy.

Italy Lee COMPARED Dorothy Lutz

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16754

GRANT DEED CORPORATION

TITLE GUARANTEE AND TRUST COMPANY, a corporation, in consideration of Ten (\$10.00) Dollars, to it in hand paid, the receipt of which is hereby acknowledged, does hereby grant to THE SOQUEL COMPANY LTD, a California corporation, all of its right, title and interest in and to all that property in the County of Orange, State of California, described as:

That portion of the following described land lying within the County of Orange, State of California, described as follows, to-wit:

A portion of the West one-half (W $\frac{1}{2}$) of Section Six (6) and a portion of the West one-half (W $\frac{1}{2}$) of Section Seven (7), Township Three (3) South, Range Eight (8) West S.B.B. & M. particularly described as follows:

Beginning at the original stone monument marking the Southwest corner of Section Six (6), Township Three (3) South Range Eight (8) West, S.B.B. & M.; running thence North 1° 09' East 2598.8 feet along range line to the original one-quarter section corner on the West side of said Section Six (6) marked by the original one-quarter section stone; thence North 0° 32' East 2590.1 feet to an iron pipe marking the North-west corner of said Section six (6); thence South 89° 53' East 1113.1 feet, more or less, along the North line of Section Six (6) to a point 3960 feet Westerly from the North-east corner of said Section Six (6); thence South 0° 12' East 1 mile, more or less, along a line parallel to and 3960 feet Westerly from the East line of said Section Six (6), to a point in the South line of said Section Six (6); thence South 1179.81 feet, more or less, to a point in the North line of that certain parcel of land conveyed to S. W. McComb et al. as per deed recorded in Deed Book 596 page 109, records of Orange County, California; thence along said North line North 60° 45' West 592.41 feet to an iron pipe on top of ridge; thence South 57° 42' West 835.00 feet to an iron pipe in the west line of Section Seven (7), Township Three (3) South, Range Eight (8) West, S.B.B. & M., as per said Deed; thence Northerly along said West line of Section Seven 1350.4 feet to the place of beginning.

SUBJECT to any and all encumbrances and restrictions of record.

IN WITNESS WHEREOF, the above mentioned corporation has caused this deed to be duly executed and its corporate name to be subscribed hereto by its Vice President and attested by its Assistant Secretary, who has hereunto affixed its corporate seal, this 5th day of June, 1930.

((CORPORATE SEAL))

TITLE GUARANTEE AND TRUST COMPANY,
By E. W.L. Franklin, Vice President.

M.H.B.

Attest: R. L. Sparks, Assistant Secretary.

389-292

BEST COPY

STATE OF CALIFORNIA,
County of Orange.

} ss.

On this 10th day of June, A.D. 1930, before me J. M. Woodworth, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Frank D. Lucas & Zaida O. Lucas, his wife, known to me to be the persons whose names are subscribed to the within Instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

((SEAL))

J. M. Woodworth, Notary Public
in and for said County and State.

Recorded at request of First National Bank of Garden Grove, Jun 14, 1930, at 20 Min. past 9 A.M. in Book 389, page 291, Official Records of Orange County. Justine Whitney, County Recorder. Ruby Cameron, Deputy.

Italy Lee COMPARED Dorothy Lutz

--- oOo ---

16754

GRANT DEED
CORPORATION

TITLE GUARANTEE AND TRUST COMPANY, a corporation, in consideration of Ten (\$10.00) Dollars, to it in hand paid, the receipt of which is hereby acknowledged, does hereby grant to THE SOQUEL COMPANY LTD, a California corporation, all of its right, title and interest in and to all that property in the County of Orange, State of California, described as:

That portion of the following described land lying within the County of Orange, State of California, described as follows, to-wit:

A portion of the West one-half (W $\frac{1}{2}$) of Section Six (6) and a portion of the West one-half (W $\frac{1}{2}$) of Section Seven (7), Township Three (3) South, Range Eight (8) West S.B.B. & M., particularly described as follows:

Beginning at the original stone monument marking the Southwest corner of Section Six (6), Township Three (3) South Range Eight (8) West, S.B.B. & M.; running thence North 1° 09' East 2598.8 feet along range line to the original one-quarter section corner on the West side of said Section Six (6) marked by the original one-quarter section stone; thence North 0° 32' East 2590.1 feet to an iron pipe marking the North-west corner of said Section six (6); thence South 89° 53' East 1113.1 feet, more or less, along the North line of Section Six (6) to a point 3960 feet Westerly from the North-east corner of said Section Six (6); thence South 0° 12' East 1 mile, more or less, along a line parallel to and 3960 feet Westerly from the East line of said Section Six (6), to a point in the South line of said Section Six (6); thence South 1179.81 feet, more or less, to a point in the North line of that certain parcel of land conveyed to S. W. McComb et al. as per deed recorded in Deed Book 596 page 109, records of Orange County, California; thence along said North line North 60° 45' West 592.41 feet to an iron pipe on top of ridge; thence South 57° 42' West 835.00 feet to an iron pipe in the west line of Section Seven (7), Township Three (3) South, Range Eight (8) West, S.B.B. & M., as per said Deed; thence Northerly along said West line of Section Seven 1350.4 feet to the place of beginning.

SUBJECT to any and all encumbrances and restrictions of record.

IN WITNESS WHEREOF, the above mentioned corporation has caused this deed to be duly executed and its corporate name to be subscribed hereto by its Vice President and attested by its Assistant Secretary, who has hereunto affixed its corporate seal, this 5th day of June, 1930.

((CORPORATE SEAL))

R. E. D.

TITLE GUARANTEE AND TRUST COMPANY,
By: E. W. L. Franklin, Vice President,
Attest: R. L. Sparks, Assistant Secretary.

STATE OF CALIFORNIA, }
 County of Los Angeles. } ss. On this 5th day of June, 1930, before me Ralph D. Graham, a
 Notary Public in and for the said County, personal, appeared
 E. W.L. Franklin, known to me to be the Vice President and R. L. Sparks, known to me to be
 the Assig't. Secretary of Title Guarantee and Trust Company, the corporation that
 executed the within instrument, known to me to be the persons who executed the within instru-
 ment on behalf of the corporation therein named, and acknowledged to me that such corporation
 executed the same.

WITNESS my hand and official seal.

((SEAL))

Ralph D. Graham Notary Public
 in and for said County and State.

Recorded at request of J. W. McKinley, Jun 14, 1930, at 50 Min. past 9 A.M. in Book
 389, Page 292, Official Records of Orange County. Justine Whitney, County Recorder.

Italy Lee COMPARED Dorothy Lutz

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16755

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,
 IN AND FOR THE COUNTY OF ORANGE.

In the matter of the Termination of }
 the Joint Tenancy of HENRY E. MILLAR, }
 Deceased. }

No. A-1695

Decree Terminating Joint Tenancy.

The petition of Helen V. Millar to establish the death of Henry E. Millar, deceased,
 and to terminate a joint tenancy, came on regularly to be heard this day;

It is proved to the satisfaction of the Court that due notice of the hearing of said
 petition has been given by posting notice for a period of at least ten days before the
 hearing at the Court House in the County of Orange, State of California, where the said
 Superior Court is held; and no person having appeared to contest or oppose the said petition,
 the Court, after taking evidence in support of said petition and upon all the issues raised
 finds that all of the allegations of said petition are true, and that the prayer thereof ought
 to be granted;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED by the Court, that said Henry E. Millar died
 on the 11th day of March, 1929, and that the joint tenancy, under which the said deceased and
 the said Helen V. Millar held the property hereinafter described, has by reason of the death
 of the said Henry E. Millar absolutely terminated; that by reason of the death of said Henry
 E. Millar there is vested in the said Helen V. Millar title in fee to the following described
 property situated in the County of Orange, State of California, to-wit: All of Lots numbered
 twenty two (22) and twenty three (23) in Block numbered three (3) Section numbered five (5) of
 Balboa Island, as per map recorded in the office of the County Recorder of Orange County,
 Calif.

Done in open Court, this 6th day of June, 1930.

G. K. Scovel

Judge of the Superior Court.

The foregoing instrument is correct copy of the original on file in this office.

Attest: June 12, 1930.

((COURT SEAL))

J. M. BACKS,

County Clerk and Clerk of the Superior Court in and for
 the County of Orange, State of California.

By Edna Backs, Deputy.

426 of mortgages, at page 172, on the 7th day of July, 1925, together with the debt thereby secured, is fully paid and discharged.

IN WITNESS WHEREOF, we have hereunto set our hands and seal the 8th day of October, in the year of our Lord one thousand nine hundred and twenty five.

Louise P. Bell (SEAL)

Frank C. Bell (SEAL)

STATE OF CALIFORNIA,)
COUNTY OF SAN BERNARDINO,) SE.

ON THIS 9th day of October, one thousand nine hundred and twenty five, before me, G.B. Harding, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Louise P. Bell and Frank C. Bell, her husband, known to me to be the persons described in and whose names are subscribed to the above instrument, and they acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(NOTARIAL SEAL)

G. B. Harding

Notary Public, San Bernardino County, Cal.

No. 72. "Endorsed" Recorded at Mortgagor Oct 10 1925 at 24 Min. past 9 A. M. in book 8, page 406 of Official Records of San Bernardino County. Fulton G. Feraud, County Recorder, by "J. Guthrie, Deputy. Fee \$1.00.

Compared

G. Rowsey

G. Getty

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THIS INDENTURE, Made the 31st day of July, 1925, by and between the CHINO LAND AND WATER COMPANY, a corporation, created under the laws of the State of California, the party of the first part, and JOHN H. HOKOM, a married man, his wife's name being MARY HOKOM, an undivided three-quarters interest AND EDWARD I. RICHMOND, a married man, his wife's name being BEATRICE RICHMOND, an undivided one-quarter interest of Los Angeles, California, the parties of the second part,

WITNESSETH: WHEREAS, at a regular meeting of the Board of Directors of the said Chino Land and Water Company, held on the 2nd day of May, A.D. 1921, a resolution was unanimously adopted as follows: "Resolved, That the President and the Secretary of this corporation, the Chino Land and Water Company, be, and they are hereby authorized, in the name and on behalf of, and for the use and benefit of, said corporation, to sign, seal, acknowledge, execute and deliver any and all deeds of conveyances which may be necessary or proper for the disposition, or sale, of any of the real estate owned, belonging to, or held by, this corporation, provided the number of acres of land sold or conveyed by any one deed shall not exceed two thousand; and any deed or conveyance so executed and with the corporate seal affixed thereto, shall transfer and convey the property therein described, without further action upon the part of the Board of Directors of this corporation."

NOW, THEREFORE, in pursuance of the aforesaid resolution, the party of the first part, for and in consideration of the sum of ten dollars gold coin of the United States, to it in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, conveyed and confirmed, and by these presents does grant, bargain, and sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all those certain lots, pieces or parcels of land situate, lying and being in the County of San Bernardino, State of California, and particularly described as follows, to-wit:

A portion of the east half of Section six (6), township three (3) South, Range (8) West, San Bernardino Base and Meridian, particularly described as follows: BEGINNING at a point in the center line of Soquel Canon Road, said point being the southwest corner of that certain sixty and one tenth (60.1) acre tract, deed to Thomas J. Bannon and T. A. Webber, by deed recorded in book 21, page 41, Official Records of San Bernardino County, California; running thence along the said center line of Soquel Canon Road North 61° 07' West eighty six and forty two hundredths (86.42) feet; thence south 77° 45' West fifty two and thirty seven hundredths (52.37) feet; thence south 51° 12' West one hundred forty nine and sixty one hundredths (149.61) feet; thence south 73° 14' West two hundred eighty two and six hundredths (282.06) feet; thence north 66° 41' West one hundred seven and seventeen hundred (107.17) feet; thence north 59° 33' West seventy five and twenty five hundredths (75.25) feet; thence south 80° 14' West eighty six and thirty hundredths (86.30) feet; thence south 71° 34' West ninety eight and thirty six hundredths (98.36) feet to a point where said center line of road intersects a line thirteen hundred twenty (1320) feet westerly of and parallel to the east line of Section six (6) referred to in above deed; thence north 0° 12' West thirty one hundred eight (3108) feet more or less along said parallel line to the south line of a certain twenty and ninety nine hundredths (20.99) acre tract; thence following said south line south 78° 09' east eighty nine and fifty six hundredths (89.56) feet more or less to an iron pipe marking corner in said south line; thence south 83° 17' East, four hundred sixty and seventy three hundredths (460.73) feet to an iron pipe; thence north 84° 06' East three hundred one (301) feet to the northwest corner of the sixty and one tenth (60.1) acre tract referred to above; thence south 0° 12' East twenty nine hundred fifty eight and seven tenths (2958.7) feet along the west line of said sixty and one tenth (60.1) acres to the place of beginning; containing fifty nine (59) acres, more or less.

RESERVING and excepting a strip of land twenty (20) feet wide off the entire south side of the above described property, to be used and dedicated as a public road.

SUBJECT to a right of way for road purposes for ingress and egress to and from the southwest quarter of the southeast quarter of said Section six (6), said Township and Range, owned by M. E. Abercrombie.

SUBJECT to the taxes for the fiscal year 1925-1926.

To have and to hold, all and singular the said premises, together with the appurtenances, unto the said parties of the second part, and to their heirs and assigns forever.

IN WITNESS WHEREOF, the party of the first part has executed this instrument by its President and Secretary, for that purpose duly authorized.

CHINO LAND AND WATER COMPANY

(CORPORATE SEAL)
(U.S.I.R.S. \$4.50 cancelled)

E. J. Marshall, President.
Harry E. Way, Secretary.

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES,) SS.

ON THIS 1st day of Oct., in the year of our Lord one thousand nine hundred and twenty-five, before me, Eleanor L. Jacks, a Notary Public in and for said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared E. J. Marshall, known to me to be the President, and Harry E. Way, known to me to be the Secretary of the Chino Land and Water Company, the corporation described in and that executed the within instrument, and severally acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

Eleanor L. Jacks
Notary Public in and for Los Angeles County,
State of California.
My commission expires March 21st, 1926.

No. 6. "Endorsed" Recorded at Request of Grantee Oct 13 1925 at - Min. past 9 A. M. in book 8, page 407 of Official Records of San Bernardino County. Fulton G. Feraud, County Recorder, Fee \$1.90.

Compared

E. Martin G. Getty

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GRANT DEED

WE, W.G.SCHWINDT, and HARRIETT M. SCHWINDT, his wife, in consideration of ten & no/100 dollars, to us in hand paid, the receipt of which is hereby acknowledged, do hereby GRANT TO AGNES E. BOWER, a married woman, all that real property in the County of San Bernardino, State of California, described as:

All that portion of lot 6, according to Map of Rosedale Tract, as per plat recorded in book 12 of Maps, page 41 of the records of said county, as follows, to-wit:

Beginning at the northwest corner of said lot 6, thence north sixty degrees, forty-five minutes (60° 45') East one hundred and eighteen and eight tenths (118.8) feet; thence south forty-nine degrees, forty five minutes (49° 45') east one hundred and sixty nine and twenty-three hundredths (169.23) feet; thence south eighty-nine degrees, ten minutes (89° 10') West two hundred and thirty five and two tenths (235.2) feet to the center line of Bostick Avenue; thence north two degrees, forty four minutes (2° 44') East along the center of said Bostick Avenue, fifty four and seventy five hundredths (54.75) feet to the point of beginning, estimated to contain 0.365 acres.

Also lot 7, of said Rosedale Tract, saving and excepting therefrom that portion thereof described as follows, to-wit:

Beginning at a stake in the southerly corner of said lot 7, and described as commencing at the northwest corner of lot 6, of said tract, in the center of Bostick Avenue; thence north sixty degrees, forty-five minutes (60° 45') East eighteen (18) chains; thence south forty-nine degrees, forty five minutes (49° 45') East four and forty-three hundredths (4.43) chains to the said southerly corner of said lot seven (7) for a point of beginning; thence north thirteen degrees (13°) East eighty three and thirty two hundredths (83.32) feet; thence south eighty-nine degrees, ten minutes (89° 10') West one hundred and twelve and ninety one hundredths (112.91) feet; thence south forty-nine degrees, forty-five minutes (49° 45') East one hundred and twenty three and fifteen hundredths (123.15) feet to beginning, estimated to contain .105 acres.

Said property lies within the boundaries of the East Riverside Irrigation District.

TO HAVE AND TO HOLD to the said grantee her heirs or assigns forever.

WITNESS our hands this 17th day of September, 1925.

(U.S.I.R.S. \$6.50 cancelled)

W.G.Schwindt

Harriett M. Schwindt

STATE OF CALIFORNIA,)
)SS.
COUNTY OF LOS ANGELES,)

ON THIS 30th day of September, 1925, before me, __, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared W.G.Schwindt, and Harriett M. Schwindt, his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.

(NOTARIAL SEAL)

H. J. Patterson

Notary Public in and for said County and State.

No. 7. "Endorsed" Recorded at Request of Grantee Oct 27 1925, at Min. past 9 A. M. in book 8 page 409 of Official Records, San Bernardino County, Calif., Fulton G. Feraud, County Recorder, Fee \$1.20.

Compared

D.P.Calbeck G. Getty

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attached; and that the Original Agreement was duly signed by CLARENCE E. HOWARD, SADIE B. HOWARD, C. M. PEARSON and F. T. PEARSON and deposited in the SAN BERNARDINO BRANCH of the HELLMEN BANK; and that shortly thereafter said tract of land was re-surveyed by the City Engineers Department of the CITY OF SAN BERNARDINO and according to said re-survey the above mentioned tract of land could not be delivered as per discription in original "AGREEMENT FOR THE SALE OF REAL ESTATE", and that said Fires partes attention was called to this fact, and further, affiant sayeth not.

Dated at San Bernardino, San Bernardino County, California, this the FIRST day of October, 1925.

F. T. PEARSON

STATE OF CALIFORNIA }
San Bernardino } ss.
County of San Bernardino }

On this First Day of October in the year one thousand nine hundred and 25, before me, NETTIE G. LEEPER, a Notary Public in and for the said County of SAN BERNARDINO, residing therein, duly commissioned and sworn, personally appeared F. T. PEARSON, known to me to be the person whose name is subscribed to the within instrument, and he duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the said County of San Bernardino, the day and year in this certificate first above written.

(NOTARIAL SEAL)

NETTIE G. LEEPER

Notary Public in and for the said County of San Bernardino,
My Commission Expires September 21, 1927. State of California.

No. 111. "Endorsed" Recorded at Request of GRANTEE, Oct 1 1925, at 40 Min. past 3 P.M. in Book 17, Page 458, of OFFICIAL RECORDS of San Bernardino County. Fulton G. Ferard, County Recorder. By Irene McInerny, Deputy. Fee \$1.50

Compared

E. L. Lindsay

G. Plummer

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THIS INDENTURE, Made the 10th day of August, 1925, by and between the CHINO LAND AND WATER COMPANY, a corporation, created under the laws of the State of California, the party of the first part, and JOSEPH F. SWEENEY and ANNA S. SWEENEY, of Los Angeles, California, the parties of the second part,

WITNESSETH: Whereas, at a regular meeting of the Board of Directors of the said CHINO LAND AND WATER COMPANY, held on the 2nd day of May, A.D., 1921, a resolution was unanimously adopted as follows: "Resolved, That the President and the Secretary of this Corporation, the CHINO LAND AND WATER COMPANY, be, and they are hereby, authorized, in the name and on behalf of and for the use and benefit of said corporation, to sign, seal, acknowledge, execute and deliver any and all deeds of conveyances which may be necessary or proper for the disposition, or sale, of any of the real estate owned, belonging to, or held by, this Corporation, provided the number of acres of land sold or conveyed by any one deed shall not exceed two thousand; and any deed or conveyance so executed and with the corporate seal affixed thereto, shall transfer and convey the property therein described, without further action upon the part of the Board of Directors of this Corporation."

NOW, THEREFORE, in pursuance of the aforesaid resolution, the party of the first part, for and in consideration of the sum of TEN DOLLARS GOLD COIN of the United States, to it in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, has GRANTED, BARGAINED and SOLD, CONVEYED AND CONFIRMED, and by these presents does GRANT, bargain and sell, convey and confirm unto the parties of the second part, and to their heirs and assigns forever, all those certain lots, pieces or parcels of land situate, lying and being in the COUNTY OF SAN BERNARDINO, and COUNTY OF

ORANGE, State of California, and particularly described as follows, to-wit:

A portion of Section Six (6) and Seven (7), Township Three (3) South, Range Eight (8) West, San Bernardino Base and Meridian, particularly described as follows:-

BEGINNING at the Southwest corner of the Southeast Quarter of Section Six (6), Township Three (3) South, Range Eight (8) West, San Bernardino Base and Meridian; running thence North 0° 12' West One (1) mile more or less parallel to the East line of said Section Six (6) to a point in the North line of said Section Six (6); thence Westerly along the said North line of said Section Six (6) to a point in the line Thirteen Hundred Twenty (1320) feet Westerly of and parallel with the first above described course; thence South 0° 12' East One (1) mile more or less along the line parallel to and Thirteen Hundred Twenty (1320) feet Westerly of said first above described course to a point in the South line of said Section Six (6); thence South Eleven Hundred Seventy Nine and Eighty One hundredths (1179.81) feet more or less to the North line of that certain parcel deeded to S. W. McCOMB, et al., as per DEED recorded in DEED Book 596, Page 109, Records of ORANGE COUNTY, CALIFORNIA, and Book Nine (9), Page 59, OFFICIAL RECORDS, SAN BERNARDINO COUNTY, CALIFORNIA; thence along the said North line South 60° 45' East Forty One and Fifty Nine Hundredths (41.59) feet to an iron pipe; thence North 56° 21' East Two Hundred Sixty Six and Eight Tenths (266.8) feet to an iron pipe; thence North 83° 47' East Three Hundred Twenty and Thirty Hundredths (320.30) feet to an iron pipe; thence North 57° 53' East Two Hundred Sixty Two (262) feet to an iron pipe; thence North 30° 22' East One Hundred Ninety Eight (198) feet to an iron pipe being the Northeast corner of said parcel deeded to S. W. McCOMB, et al., and the Northwest corner of that certain FIVE HUNDRED SIXTY EIGHT (568) Acre parcel deeded to S. W. McCOMB, et al., as per deed recorded in Deed Book 593, Page 139, Records of ORANGE COUNTY, California, and Book 895, Page 274, SAN BERNARDINO COUNTY, California; thence following the North line of said Five Hundred Sixty Eight (568) acre Tract North 83° 32' 40" East Four Hundred Fourteen and Seven Hundredths (414.07) feet; thence leaving said North line, North Six Hundred three and Two Hundredths (603.02) feet more or less to place of beginning; containing One Hundred Eighty Six (186) acres, more or less.

RESERVING and excepting therefrom, a strip of land Forty (40) feet wide, Twenty (20) feet on each side of the center line of the SOQUEL CANON ROAD, extending from the East to the West line thereof; said Forty (40) foot strip to be used and dedicated as a public road.

Subject to the right of way for road purposes for ingress and egress to and from the Southwest Quarter of said Section Six (6), said Township and Range, owned by M. E. ABERCROMBIE.

SUBJECT to the taxes for the fiscal year 1925-1926.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said parties of the second part, and to their heirs and assigns forever.

IN WITNESS WHEREOF, The party of the first part has executed this instrument by its President and Secretary, for that purpose duly authorized.

(CORPORATE SEAL)

CHINO LAND AND WATER COMPANY

(U.S.I.R.S.\$13.00 Cancelled)

By E. J. Marshall, President.

By Harry E. Way, Secretary.

STATE OF CALIFORNIA)
) ss.
County of Los Angeles)

On this 25th day of Sept. in the year of our Lord One Thousand Nine Hundred and Twenty-Five, before me, ELEANOR L. JACKS, a Notary Public in and for said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared E. J. MARSHALL, known to me to be the President, and HARRY E. WAY, known to me to be the Secretary of the CHINO LAND AND WATER COMPANY, the Corporation described in and that executed the within instrument, and severally acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

ELEANOR L. JACKS
Notary Public in and for Los Angeles County,
State of California.

My Commission Expires March 21st, 1926.

No. 6. "Endorsed" Recorded at Request of GRANTEE, Oct 1 1925, at - Min. past 9 A.M. in Book 17, Page 460, of OFFICIAL RECORDS of San Bernardino County. Fulton G. Feraud, County Recorder. Fee \$1.40

Compared

E. L. Lindeay

G. Plummer

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BARGAIN AND SALE DEED

THIS INDENTURE, Made the 12th day of September in the year of our Lord Nineteen Hundred and twenty-five, Between JAMES ROWLAND SHAW and HELEN SHAW (his wife), parties of the first part, And A. ORBON and ROSA ORBON (his wife) joint tenants with the right of survivorship, parties of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of TEN (\$10.00) Dollars, gold coin of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents GRANT, Bargain and Sell, Convey and Confirm unto the said parties of the second part, and to their heirs and assigns forever, all this certain lot, piece or parcel of land situate, lying and being in the Fontana, COUNTY OF SAN BERNARDINO, State of California, and bounded and particularly described as follows, to-wit:

That portion of the W.5 acres of the E.10 acres of Farm Lot 538, etc.; described as follows:

Beginning at the S.W. corner of the W. 5 acres of the E. 10 acres of Farm Lot 538 aforesaid, this corner being a point in the center line of Ferris Ave. 678.41 feet west of the intersection of center lines of Ferris Ave. and Alder St.; thence Northerly along the West boundary of the W. 5 acres of the E. 10 acres of said lot a distance of 435.6 feet to a point, thence Easterly on a line parallel to the center line of Ferris Ave., a distance of 100 feet to a point, thence South-erly on a line parallel to the West boundary of the W. 5 acres of the E. 10 acres of Lot 538, a distance of 435.6 feet to a point in the Center line of Ferris Ave., thence Westerly along said center line a distance of 100 feet to point of beginning. The included area being 1.00 acres, (more or less) (excepting)

A reservation to the FONTANA FARMS COMPANY of a right of way over and across said premises for constructing, maintaining and enlarging pipes for all purposes and water conduits of all kinds, together with the right to enter upon said premises at all times for the purpose of in-specting, repairing, replacing, enlarging and controlling the same and also reserving all pipe lines and water conduits situated on said premises. Except the TEN inch cement pipe line located along the north side of the property hereinafter described, which said 10 inch pipe line is here-by conveyed to said second parties, subject to the right of the owner of the E. 5 acres of said Lot 538, to conduct therethrough sufficient water to properly irrigate said property.

A reservation to the FONTANA FARMS COMPANY of the exclusive right of way for and the exclusive right to construct, maintain, operate and rebuild railroads and tramways, whether operated by steam, electricity or other motive power, telephone and electric light and power lines of all kinds, on any or all streets, alleys, avenues and highways adjoining the land hereinafter described.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto be-longing, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances unto the said parties of the second part, and to their heirs and assigns forever.

IN WITNESS WHEREOF the said parties of the first part have hersunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered
in the Presence of

HELEN SHAW (SEAL)

JAMES ROWLAND SHAW (SEAL)

(U.S.I.R.S.\$1.00 Cancelled)

County, in said State, having beenduly and legally ordered to quit claim and reconvey that portion of the real property covered by said deed of trust hereinafter particularly described in compliance with said order and in consideration of the sum of One Dollar, receipt of which is hereby acknowledged, DOES HEREBY QUIT CLAIM AND RECONVEY to the person or persons legally entitled thereto, but without warranty, the real property described as:

All of Farm Lot Eight hundred twenty four (824) except the East fifteen (15) acres, comprising five and seventeen hundredths (5.17) acres, more or less, as numbered and delineated on map showing subdivision of lands belonging to the Semi Tropic Land and Water Company, recorded in Book 11 of Maps at page 12, records of San Bernardino County.

The remaining property mentioned in said deed of trust shall continue to be held by said Trustee under the terms thereof and this reconveyance shall not affect the personal liability of any person for the unpaid portion of the indebtedness mentioned as secured thereby

IN WITNESS WHEREOF, said Security Trust and Savings Bank, as Trustee, has caused its corporate name and seal to be hereto affixed by its Vice President and Assistant Secretary, thereunto duly authorized, this 21st day of December, 1925.

SECURITY TRUST AND SAVINGS BANK, Trustee
By J. G. Carey, Vice President
By G. W. Case, Assistant Secretary.

(Corporate Seal)

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss

On this 22nd day of December, 1925, before me, Gladys McKee, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. G. Carey, known to me to be the Vice President, and G. W. Case, known to me to be the Assistant Secretary of the SECURITY TRUST & SAVINGS BANK, Trustee, the corporation that executed the within and foregoing instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same as such Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Gladys McKee

(Notarial Seal)

Notary Public in and for the County
of Los Angeles, State of California.

No. 29. "Endorsed" Recorded at Request of Trustor, Jan. 6/1926, - Min. past 9 A.M. in Book 50, Page 138, of Official Records, San Bernardino County, Calif. Fulton C. Feraud, County Recorder. Fee 90¢.

Compared

G. Plummer

Ruth Clook

.....

THIS INDENTURE, Made the 2nd day of December, 1925, by and between the CHINO LAND AND WATER COMPANY, a corporation, created under the laws of the State of California, the party of the firstpart, and JOHN E. SCHUH, a single man, and JOSEPH ZELLER, a married man, his wife's name being MARIE ZELLER, of Long Beach, California, the parties of the second part,

WITNESSETH: WHEREAS, at a regular meeting of the Board of Directors of the said Chino Land and Water Company, held on the 2nd day of May, A.D. 1921, a resolution was unanimously adopted as follows: "Resolved, That the President and the Secretary of the Corporation, the Chino Land and Water Company, be, and they are hereby, authorized, in the name and on behalf of, and for the use and benefit of, said Corporation, to sign, seal, acknowledge, execute and

190

deliver any and all deeds or conveyances which may be necessary or proper for the disposition or sale, of any of the real estate owned, belonging to, or held by, this Corporation, provided the number of acres of land sold or conveyed by any one deed shall not exceed two thousand; and any deed or conveyance so executed and with the corporate seal affixed thereto, shall transfer and convey the property therein described, without further action upon the part of the Board of Directors of this Corporation."

NOW, THEREFORE, in pursuance of the aforesaid resolution, the party of the first part, for and in consideration of the sum of Ten Dollars Gold Coin of the United States, to it in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, conveyed and confirmed, and by these presents does grant, bargain, and sell, convey and confirm unto the parties of the second part, and to their heirs and assigns forever, all those certain lots, pieces or parcels of land situate, lying and being in the County of San Bernardino, State of California, and particularly described as follows, to wit:

PARCEL ONE

A portion of Section 30, and a portion of Section 31, in Township 2 South, Range 8 West, San Bernardino, Base and Meridian, more particularly described as follows: BEGINNING at the Southeast corner of said Section 31, being the Southwest corner of the land deeded to Loy L. Smith, by deed from the Chino Land and Water Company, dated October 17, 1924, and recorded in Book 876 of Deeds, Page 425, Records of San Bernardino County, California; thence Northerly along the East line of said Section 31, being the West line of the land deeded to Loy L. Smith, 4585.70 feet to a point 669.8 feet South of the Northeast corner of said Section 31; thence following the West line of the land deeded to Loy L. Smith, as follows: North 56°31' West 91.2 feet; North 30°17' West 425.1 feet; North 23°30' West 247.4 feet; North 15°27' 30" West 197.8 feet; North 3°13' East 587.7 feet more or less to the Center Line of the Carbon Canon Road; as deeded by the Chino Land and Water Company to the County of San Bernardino, by deed dated January 29, 1915, and recorded February 10, 1915, in Book 564, of Deeds, Page 40, Records of San Bernardino County, California; thence Westerly following the Center line of said Carbon Canon Road to the Northeast corner of the land deeded to the Oasis Country Club, by the Chino Land and Water Company deed dated December 22, 1924, and recorded in Book 589 of Deeds, Page 260, Records of San Bernardino County, California; thence following the Easterly line of the land deeded to the Oasis Country Club, as follows:

South 10°18' East 30 feet; South 35°37' East 586 feet to a 2" x 2" (redwood stake; South 37° 53' East 160 feet to a 2" x 2" redwood stake; South 39°41' East 603 feet to a 2" x 2" redwood stake; South 45°33' East 591 feet to a 2" x 2" redwood stake; South 16°19' East 360 feet to a 2" x 2" redwood stake; South 11°32' West 800 feet to a 2" x 2" redwood stake; thence South 2823 feet more or less to the South Line of said Section 31; thence Easterly along the South line of said Section 31 to the point of beginning.

SAVING AND EXCEPTING such portions of the above described land as are included within the Carbon Canon Road, as deeded to the County of San Bernardino, for road purposes,

PARCEL TWO:

Also a portion of Section 5, and a portion of Section 6, in Township 3 South, Range 8 West, San Bernardino, Base and Meridian, more particularly described as follows:

BEGINNING at the Northwest corner of said Section 5; thence Easterly along the North line of said Section 5, 246.08 feet to the center line of the Soquel Canon Road, being the Northwest corner of a certain 101.34 acre tract of land deeded to Thomas C. Bannon and T. A. Webber, by deed from the Chino Land and Water Company, dated July 16, 1925, and recorded in Book 3, Official Records, Page 490, Records of San Bernardino County, California; thence following the Center line of the said Soquel Canon Road, as follows: South 4°36' East 136.66 feet; South 5°56' West 299.60 feet; South 21°42' West 104.44 feet to the Northeast corner of a certain 60.01 acre tract deeded to Thomas C. Bannon and T. A. Webber by deed from the Chino Land and Water Company, dated July 16, 1925, and recorded in Book 21, Official Records, Page 41, records of San Bernardino County.

California; thence leaving the Soquel Canon Road and continuing along the North line of said 60.01 acre tract as follows:

North 37°47' West 175.25 feet to an iron pipe; North 77°43' West 92.85 feet; South 72°32' West 299.10 feet; South 84°06' West 179.73 feet to the Northeast corner of a certain 59 acre tract deeded to John Hokom and Edward I. Richmond, by deed from the Chino Land and Water Company dated July 31, 1925, and recorded in Book 8, Official Records, Page 407, Records of San Bernardino County, California; thence following the North line of said land deeded to John Hokom and Edward I. Richmond, South 84°06' West 301 feet to an iron pipe; North 83°17' West 460.73 feet to an iron pipe; North 78°09' West 89.56 feet more or less to an iron pipe marking the Northwest corner of said 59 acre tract; thence North 78°09' West 413.17 feet to an iron pipe; thence North 38°55' West 419.93 feet more or less to the North Line of said Section 6; thence Easterly along the North line of said Section 6, to the point of beginning.

SAVING AND EXCEPTING therefrom, a strip of land 20 feet wide off of the East side of the above "Parcel Two", said 20 foot strip to be used and dedicated as and for a public road or highway. SUBJECT to the second installment of taxes for the fiscal year 1925-1926. Subject also to a right of way for pipe lines to the Southern Counties Gas Company.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said parties of the second part, and to their heirs and assigns forever.

IN WITNESS WHEREOF, the party of the first part has executed this instrument by its President and Secretary, for that purpose duly authorized.

CHINO LAND AND WATER COMPANY

(U.S.I.R.S. \$33.00 cancelled)
(Corporate Seal)

E. J. Marshall, President
Harry E. Way, Secretary.

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss

On this 19th day of December, in the year of our Lord one thousand nine hundred and twenty five, before me, Eleanor L. Jacks, a Notary Public in and for said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared E. J. Marshall, known to me to be the President and Harry E. Way, known to me to be the Secretary of the Chino Land and Water Company, the Corporation described in and that executed the within instrument, and severally acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Eleanor L. Jacks

(Notarial Seal)

Notary Public in and for Los Angeles
County, State of California

No. 32. "Endorsed" Recorded at Request of Grantee, Jan. 6, 1926, - Min. past 9 A.M. in Book 50, Page 189, of Official Records, San Bernardino County, Calif. Fulton G. Feraud, County Recorder. Fee \$2.20.

Compared

G. Plummer Ruth Clock

o o o

GRANT DEED

We, Edwin Pierce and Edna Dyer Pierce, husband and wife, in consideration of Ten Dollars, to us in hand paid, the receipt of which is hereby acknowledged, do hereby GRANT to John Noordsman all that real property situated in the City of Redlands, County of San Bernardino, state of

10. SP - Vesting Deed _2010_455580 (Orange)

FILE
NAME
COPY

NCS-444086-KH

Recorded in Official Records, Orange County

Tom Daly, Clerk-Recorder



52.00

2010000455580 08:00am 09/15/10

93 401 G02 3 Non-dis

0.00 0.00 20.00 20.00 6.00 0.00 0.00 0.00

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

LAND VERITAS I, LLC
128 Atherton Avenue
Atherton, CA 94027
Attn: Linda S. Law

Space Above this Line Reserved for Use by Recorder

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SOQUEL ASSOCIATES LP, a California limited partnership ("Grantor"), hereby grants to LAND VERITAS I, LLC, a California limited liability company ("Grantee"), that certain real property located in the Unincorporated Area of Placentia and Yorba Linda, County of Orange, State of California, described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property").

SUBJECT TO:

1. General and special real property taxes and assessments, a lien not yet due or payable; and
2. Covenants, conditions, restrictions, easements, reservations, rights and rights-of-way and other matters of record and or apparent by inspection or survey.

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed, to be effective upon its recordation in the Official Records of Orange County, California.

SOQUEL ASSOCIATES LP, a California limited partnership

By: JOEANNA, INC., a Delaware corporation,
Its General Partner

By: *[Handwritten Signature]*

Title: *PRESIDENT - JOEANNA, INC.*

MAIL TAX STATEMENTS TO: SAME AS ABOVE

EXHIBIT "A" TO GRANT DEED

Legal Description of Property

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, UNINCORPORATED AREA OF PLACENTIA AND YORBA LINDA, DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 8 WEST OF THE SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF ORANGE, ACCORDING TO THE OFFICIAL PLAT THEREOF FILED IN THE DISTRICT LAND OFFICE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY TERMINUS OF THAT COURSE IN THE NORTHERLY BOUNDARY OF THE LAND DESCRIBED IN A DEED TO S.W. MCCOMB, RECORDED JULY 17, 1925 IN BOOK 596, PAGE(S) 109, DEEDS, OF SAID ORANGE COUNTY AS HAVING A BEARING AND DISTANCE OF SOUTH 57° 53' 00" WEST 262.00 FEET SAID POINT OF BEGINNING BEING ALSO ON THE BOUNDARY LINE BETWEEN SAID ORANGE COUNTY AND SAID SAN BERNARDINO COUNTY, CALIFORNIA; THENCE ALONG SAID NORTHERLY BOUNDARY OF THE LAND OF MCCOMB, THE FOLLOWING COURSES:
SOUTH 57° 53' 00" WEST 262.00 FEET,
SOUTH 83° 47' 00" WEST 320.3 FEET,
SOUTH 56° 21' 00" WEST 266.80 FEET,
NORTH 65° 43' 00" WEST 41.59 FEET TO THE SOUTHERLY TERMINUS OF THAT COURSE IN THE EAST BOUNDARY OF THE LAND DESCRIBED IN A DEED TO THE SOQUEL COMPANY LTD., RECORDED JUNE 14, 1930 IN BOOK 389, PAGE 292, OF OFFICIAL RECORDS, AS HAVING A BEARING AND DISTANCE OF SOUTH 1179.81 FEET, MORE OR LESS; THENCE NORTH ALONG SAID EAST BOUNDARY TO A POINT ON THE BOUNDARY LINE BETWEEN SAID ORANGE AND SAN BERNARDINO COUNTIES; THENCE SOUTHEASTERLY ALONG LAST SAID BOUNDARY LINE TO THE POINT OF BEGINNING.

(ORANGE COUNTY APN 312-051-02)

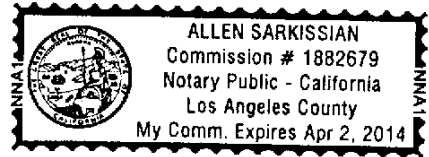
STATE OF CALIFORNIA)
) SS.
COUNTY OF Los Angeles)

On SEPT 2 2010 before me, ALLEN SARKISSIAN Notary Public, personally appeared MARK H. SWEENEY, 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.

Allen Sarkissian
Notary Public in and for said State



11. SP - Vesting Deed_2010_378193 (San Bernardino)

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
NATIONAL/COMMERCIAL SERVICES
COMMERCIAL/INDUSTRIAL DIVISION

Recorded in Official Records, County of San Bernardino

9/15/2010
1:00 PM
SG



LARRY WALKER
Auditor/Controller - Recorder

771 Document Processing Solutions

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Mail Tax bill TO:
LAND VERITAS I, LLC
128 Atherton Avenue
Atherton, CA 94027
Attn: Linda S. Law

Doc#: 2010-0378193



Titles:	1	Pages:	4
Fees		48.00	
Taxes		** Conf **	
Other		0.00	
PAID		\$48.00	

NCS-444086-KH

Space Above this Line Reserved for Use by Recorder

DTT: NOT of Public record. GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SOQUEL ASSOCIATES LP, a California limited partnership ("Grantor"), hereby grants to LAND VERITAS I, LLC, a California limited liability company ("Grantee"), that certain real property located in the City of Chino Hills, County of San Bernardino, State of California, described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property").

SUBJECT TO:

1. General and special real property taxes and assessments, a lien not yet due or payable; and
2. Covenants, conditions, restrictions, easements, reservations, rights and rights-of-way and other matters of record and or apparent by inspection or survey.

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed, to be effective upon its recordation in the Official Records of San Bernardino County, California.

SOQUEL ASSOCIATES LP, a California limited partnership

By: JOEANNA, INC., a Delaware corporation,
Its General Partner

By: *Mark H. Sweeney*
Title: *PRESIDENT - JOEANNA, INC.*

Mark H. Sweeney

city of Chino Hills

MAIL TAX STATEMENTS TO: SAME AS ABOVE

EXHIBIT "A" TO GRANT DEED

Legal Description of Property

Real property in the City of Chino Hills, County of San Bernardino, State of California, described as follows:

PARCEL 1:

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, ACCORDING TO GOVERNMENT SURVEY, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN; THENCE WESTERLY 1320 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 0° 12' WEST, 284.91 FEET TO A POINT IN THE CENTER LINE OF SOQUEL CANYON ROAD; THENCE FOLLOWING ROAD EASTERLY SOUTH 84° 58' EAST, 592.83 FEET; THENCE SOUTH 88° 51' EAST, 261.40 FEET; THENCE NORTH 61° 34' EAST, 384.16 FEET; THENCE NORTH 88° 20' EAST, 128.00 FEET; THENCE NORTH 71° 34' EAST, 36.56 FEET TO A POINT BEING THE NORTHWEST CORNER OF THAT CERTAIN 231.1 ACRE TRACT AS SURVEYED BY W.W. HOY, C.E. OCTOBER 20, 1925; THENCE SOUTH 0° 12' EAST, 423.72 FEET TO THE PLACE OF BEGINNING.

(SAN BERNARDINO COUNTY APN 1033-021-07)

PARCEL 2:

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, RUNNING THENCE SOUTH 437.68 FEET TO A POINT IN THE NORTH LINE OF THAT CERTAIN PARCEL CONTAINING 568 ACRES AS DEEDED TO S.W. MCCOMB, ET AL, AS SHOWN BY MAP ON FILE IN BOOK 593 PAGE(S) 139 OF DEEDS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AND RECORDED IN BOOK 895, PAGE(S) 274 OF DEEDS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA; THENCE ALONG THE NORTHERLY LINE OF SAID 568 ACRE TRACT, SOUTH 83° 32' 40" WEST, 1328.50 FEET; THENCE LEAVING THE NORTH LINE OF SAID 568 ACRE TRACT, NORTH 603.02 FEET TO THE SOUTHWEST CORNER OF THE SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, 1320 FEET TO THE PLACE OF BEGINNING.

(SAN BERNARDINO COUNTY APN 1033-131-04)

PARCEL 3:

THAT PORTION OF SECTIONS 6 AND 7, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 6, SAID TOWNSHIP AND RANGE, RUNNING THENCE NORTH 0° 12' WEST, 1 MILE, MORE OR LESS, PARALLEL TO THE EAST LINE OF SAID SECTION 6, TO A POINT IN THE NORTH LINE OF SAID SECTION 6; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 6, TO A POINT IN A LINE 1320 FEET WESTERLY AND PARALLEL WITH THE FIRST ABOVEDESCRIBED COURSE; THENCE SOUTH 0° 12' EAST, 1 MILE, MORE OR LESS, ALONG THE LINE PARALLEL TO AND 1320 FEET WESTERLY OF SAID FIRST DESCRIBED COURSE TO A POINT IN THE SOUTH LINE OF SAID SECTION 6; THENCE SOUTH 1179.81 FEET, MORE OR LESS, TO THE NORTH LINE OF THAT CERTAIN PARCEL DEEDED TO S.W. MCCOMB, ET AL, AS PER DEED RECORDED IN BOOK 596, PAGE(S) 109 OF DEEDS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AND IN BOOK 9, PAGE(S) 59 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA; THENCE ALONG THE SAID NORTH LINE SOUTH 60° 45' EAST, 41.59 FEET TO AN IRON PIPE; THENCE NORTH 56° 21' EAST, 266.8 FEET TO AN IRON PIPE; THENCE NORTH 83° 47' EAST, 320.30 FEET TO AN IRON PIPE; THENCE NORTH 57° 53' EAST, 262 FEET TO AN IRON PIPE; THENCE NORTH 30° 22' EAST, 198 FEET TO AN IRON PIPE, BEING THE NORTHEAST CORNER OF SAID PARCEL DEEDED TO S.W. MCCOMB, ET AL, AND THE NORTHWEST CORNER OF THAT CERTAIN 568 ACRE PARCEL DEEDED TO S.W. MCCOMB, ET AL, AS SHOWN BY DEED ON FILE IN BOOK 593 PAGE(S) 139 OF DEEDS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AND IN BOOK 895, PAGE(S) 274 OF DEEDS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA; THENCE FOLLOWING THE NORTH LINE OF SAID 568 ACRE TRACT, NORTH 83° 32' 40" EAST, 414.07 FEET; THENCE LEAVING SAID NORTH LINE, NORTH 603.02 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING SOUTHWESTERLY OF THE BOUNDARY LINE BETWEEN SAN BERNARDINO COUNTY AND ORANGE COUNTY.

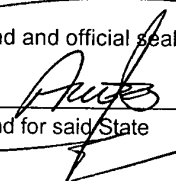
(SAN BERNARDINO COUNTY APN 1033-011-02, -03, -04 AND 1033-131-03)

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES

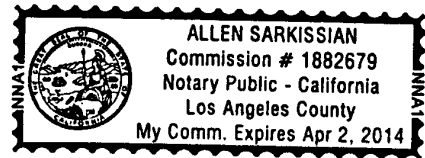
On SEPT 2, 2010 before me, ALLEN SARKISSIAN Notary Public, personally appeared MARK H. SWEENEY, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.



Notary Public in and for said State



Recorded in Official Records, County of San Bernardino

9/15/2010
8:00 AM
BGJ



LARRY WALKER
Auditor/Controller - Recorder

771 Document Processing Solutions

RECORDING REQUESTED BY

First American Title Insurance Company National
Commercial Services

Mail Tax Bill To:

AND WHEN RECORDED MAIL DOCUMENT TO
Land Veritas I, LLC
Attn: Linda S. Law, 48 Quincy Street
Cambridge, MA 02138

Doc#: 2010-0377228

Titles: 1 Pages: 3



Fees 45.00
Taxes 1,045.00
Other 0.00
PAID \$1,090.00

A.P.N.: 1033-021-02-0-000 and 1033-021-03

File No.: NCS-444057-SA1 (PBKM)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$1,045.00; ~~OFF TRANSFER TAX \$~~;
SURVEY MONUMENT FEE \$

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area; City of Chino Hills, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **J. Hokom Company and Wayne S. Hokom and Ann W. Hokom**

hereby GRANTS to **Land Veritas I, LLC, a CALIFORNIA LIMITED LIABILITY COMPANY**,
the following described property in the City of Chino Hills, County of San Bernardino, State of California:

ALL THAT PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, DESCRIBED AS FOLLOWS:

**BEGINNING AT THE SOUTHWEST CORNER OF THAT CERTAIN 59 ACRE TRACT AS DEEDED TO JOHN HOKOM, ET AL, BY DEED RECORDED IN BOOK 8, PAGE(S) 407 OF OFFICIAL RECORDS, SAID POINT BEING IN THE CENTERLINE OF SOQUEL CANYON ROAD AT A POINT NORTH 0° 12' WEST 423.72 FEET FROM THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, RUNNING THENCE SOUTH 71° 34' WEST 36.56 FEET ALONG SAID CENTER LINE OF SOQUEL CANYON ROAD;
THENCE CONTINUING ALONG SAID CENTER LINE SOUTH 88° 20' WEST 120 FEET;
THENCE SOUTH 61° 34' WEST, 384.16 FEET;
THENCE NORTH 88° 51' WEST 261.40 FEET;
THENCE NORTH 84° 58' WEST 592.83 FEET TO A POINT LOCATED NORTH 0° 12' WEST 284.91 FEET FROM THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6;
THENCE NORTH 012' WEST, 3638.8 FEET ALONG THE EASTERLY LINE OF THAT CERTAIN PARCEL DEEDED TO JOSEPH P. SWEENEY, ET AL, BY DEED RECORDED IN BOOK 17, PAGE(S) 460 OF OFFICIAL RECORDS, TO A POINT IN THE NORTH LINE OF SAID SECTION 6;
THENCE NORTH 89° 19' EAST, 660.8 FEET ALONG SAID NORTH LINE OF SECTION 6 TO THE NORTHWEST CORNER OF THAT CERTAIN 20.99 ACRE TRACT DEEDED TO JOHN E. SCHUH, ET AL, BY DEED RECORDED IN BOOK 50, PAGE(S) 189 OF OFFICIAL RECORDS;
THENCE ALONG THE SOUTHWESTERLY AND SOUTHERLY BOUNDARY OF SAID 20.99 ACRE TRACT, SOUTH 38° 55' EAST 419.93 FEET;
THENCE SOUTH 78° 09' EAST 413.17 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN 59 ACRE TRACT REFERRED TO ABOVE;**

Mail Tax Statements To: SAME AS ABOVE

Grant Deed - continued

Date: 08/18/2010

**THENCE SOUTH 0° 12' EAST 3108 FEET ALONG THE WEST LINE OF SAID 59 ACRE TRACT TO
THE POINT OF BEGINNING.**

Grant Deed - continued

Date: 08/18/2010

A.P.N.: 1033-021-02-0-000 and 1033-021-03

File No.: NCS-444057-SA1 (PBKM)

Dated: 08/18/2010

J. Hokom Company

Wayne S. Hokom
Wayne S. Hokom

Wayne S. Hokom
By: Printed Name: WAYNE S. HOKOM
In the capacity of: President

Ann W. Hokom
Ann W. Hokom

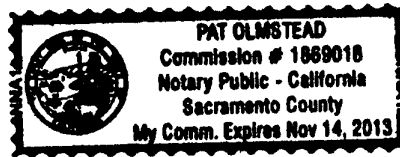
STATE OF California)SS
COUNTY OF SACRAMENTO)

On August 20, 2010, before me, PAT OLMSTEAD, Notary Public, personally appeared Wayne S. Hokom and Ann W. Hokom

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 Pat Olmstead

My Commission Expires: 11/14/2013

This area for official notarial seal

Notary Name: PAT OLMSTEAD

Notary Phone: 916-635-5858

Notary Registration Number: 1869018

County of Principal Place of Business: SACRAMENTO

13. SP-Exceptions 02_87079843

RECORDED
REQUEST 06

WHEN RECORDED, RETURN TO:

CLERK OF THE BOARD
BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO
385 NORTH ARROWHEAD
SAN BERNARDINO, CA 92415

1 FEE	2 MSYC	3 3000	4
5 2			
6	7	8	9
			10

RECORDED IN
OFFICIAL RECORDS

1987 MAR 11 PM 3:52

SAN BERNARDINO
CO., CALIF.

87-079843

NOTICE OF SPECIAL TAX AUTHORIZATION

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code, the undersigned Clerk of the legislative body of the COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, HEREBY GIVES NOTICE that the Board of Supervisors of the County of San Bernardino, State of California, is authorized to annual levy a special tax for the following purpose:

To pay for certain public capital facilities, including the payment of principal and interest on bonds, said facilities generally described as follows: The construction of certain regional facilities, including but not limited to school facilities, fire station facilities, public library facilities, and a government center, together with local facilities, including but not limited to park facilities, local recreational use parks, street and access improvements, and drainage improvements, together with appurtenances and appurtenant work.

The special tax is authorized to be imposed within Soquel Canyon, Rincon and Woodview Community Facilities District No. 5, which has now been officially formed.

The rate and method of apportionment of the authorized special tax is as shown on the attached, referenced and incorporated Exhibit "A".

Reference is made to the boundary map of the Community Facilities District recorded at Book 41, Page 57/59, Document No. 87-067601, of Maps of Assessment and Community Facilities Districts in the Office of the County Recorder for the County of San Bernardino, State of California, which map is now the final boundary map of the Community Facilities District.

For further information contact the following designated person:

RICHARD RIEKER
CHINO HILLS MANAGER
13260 CENTRAL AVENUE
CHINO, CA 91710
TELEPHONE: (714) 988-1542

DATED: March 2, 1987

Dorothy Maloney Deputy
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

87-079843

EXHIBIT "A"

COUNTY OF SAN BERNARDINO

SOQUEL CANYON, RINCON AND WOODVIEW
COMMUNITY FACILITIES DISTRICT NO. 5

The rate and method of apportionment of the special tax shall generally be as follows:

The Community Facilities District is considered as a single zone, and the special tax or charge to be levied and collected is of two types:

1. SPECIAL TAX "A"

A special one time development tax to pay for the cost of making certain regional and local public facilities available, and to benefit parcels within the District, said tax to initially be in the amount of \$1,919.00 per residential dwelling unit, subject to 3% escalation per year, effective January 1 of each year, said tax due and payable prior to the granting of any building permit.

2. SPECIAL TAX "B"

A special annual use tax to pay for the cost of making certain regional and local public facilities available, and to benefit parcels within the District, said tax to initially be in the amount of \$312.00 per residential dwelling unit or equivalent dwelling unit per year, subject to 2% escalation per year, effective January 1 of each year, said tax due and payable for a period of years not to exceed twenty-five (25), commencing subsequent to occupancy of any dwelling unit or residential dwelling unit.

* * *

iron pipe on the West line of Section Seven (7), Township Three (3), South, Range Eight (8) West, San Bernardino Base and Meridian, as per said deed; thence Northly along said West line of Section Seven (7), 1350.4 feet to the place of beginning.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders rents, issues and profits thereof; and also all the estate, right, title, interest, property possession, claim and demand, whatsoever, as well in law as in equity, of the said party of the first part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to his successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has caused its corporate name and seal to be affixed by its Vice-President and Assistant Secretary, for that purpose duly authorized.

((CORPORATE SEAL))

CHINO OIL COMPANY

By Harry E. Way

Vice-President.

By Helen Seddon

Assistant Secretary.

State of California
County of Los Angeles,

} ss.

On this 26th day of August, 1927 before me, Eleanor L.

Jacks, a Notary Public in and for said County, personally appeared Harry E. Way, known to me to be the Vice-President, and Helen Seddon, known to me to be the Assistant Secretary of the Chino Oil Company, the corporation that executed the within and foregoing instrument and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal, the day and year first above written.

((SEAL))

Eleanor L. Jacks Notary Public in and for said County and State.

My commission Expires March 21, 1930;

Recorded at request of Grantee Mar-1, 1928 at 30 Min. past 8 A.M., In Book 133, Page 313, Official Records of Orange County, Justine Whitney, County Recorder, Ruby Cameron, Deputy.

Adele Lutz

COMPARED

133 / 314 O.R.

Elsa Conliffe

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6726

THIS INDENTURE, Made the 10th day of August, 1925, by and between the CHINO LAND AND WATER COMPANY, a corporation, created under the laws of the State of California, the party of the first part and JOSEPH P. SWEENEY and ANNA S. SWEENEY of Los Angeles, California, the parties of the second part,

WITNESSETH: whereas at a regular meeting of the Board of Directors of the said Chino Land and Water Company, held on the 2nd day of May, A.D. 1921, a resolution was unanimously

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adopted as follows: "Resolved, That the President and the Secretary of this Corporation, the Chino Land and Water Company, be, and they are hereby, authorized, in the name and on behalf of, and for the use and benefit of said Corporation, to sign, seal, acknowledge, execute and deliver any and all deeds or conveyances which may be necessary or proper for the disposition, or sale, of any of the real estate owned, belonging to, or held by, this corporation, provided the number of acres of land sold or conveyed by any one deed shall not exceed two thousand; and any deed or conveyance so executed and with the corporate seal affixed thereto, shall transfer and convey the property therein described, without further action upon the part of the Board of Directors of this Corporation".

NOW, THEREFORE, in pursuance of the aforesaid resolution, the party of the first part, for and in consideration of the sum of Ten Dollars Gold Coin of the United States, to it in hand paid, by the parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, conveyed and confirmed, and by these presents does grant, bargain, and sell, convey and confirm unto the parties of the second part, and to their heirs and assigns forever, all those certain lots, pieces, or parcels of land, situate, lying and being in the and County of Orange, County of San Bernardino, State of California, and particularly described as follows, to-wit:

A portion of Section Six (6), and Seven (7), Township Three (3) South, Range Eight (8) West, San Bernardino Base and Meridian, particularly described as follows:-

BEGINNING at the Southwest corner of the Southeast Quarter of Section Six (6), Township Three (3) South, Range Eight (8), West, San Bernardino Base and Meridian; running thence North $0^{\circ} 12'$ West one (1) mile more or less parallel to the East line of said Section Six (6) to a point in the North line of said Section Six (6); thence Westerly along the said North line of said Section Six (6), to a point in a line Thirteen Hundred Twenty (1320) feet Westerly of and parallel with the first above described course; thence South $0^{\circ} 12'$ East One (1) mile more or less along the line parallel to and Thirteen Hundred Twenty (1320) feet Westerly of said first above described course to a point in the South line of said Section Six (6); thence South Eleven Hundred Seventy Nine and Eighty One Hundredths (1179.81) feet more or less to the North line of that certain parcel deeded to S.W. McComb et al., as per deed recorded in Deed Book 596, Page 109, Records of Orange County, California, and Book Nine (9), Page 59, Official Records, San Bernardino County, California; thence along the said North line South $60^{\circ} 45'$ East Forty One and Fifty Nine Hundredths (41.59) feet to an iron pipe; thence North $56^{\circ} 21'$ East Two Hundred Sixty Six and Eight Tenths (266.8) feet to an iron pipe; thence North $83^{\circ} 47'$ East Three Hundred Twenty and Thirty Hundredths (320.30) feet to an iron pipe; thence North $57^{\circ} 53'$ East Two Hundred Sixty-two (262) feet to an iron pipe; thence North $30^{\circ} 22'$ East One Hundred Ninety Eight (198) feet to an iron pipe being the Northeast Corner of said parcel deeded to S.W. McComb, et al., and the Northwest corner of that certain Five Hundred Sixty-Eight (568) acre parcel deeded to S.W. McComb, et al., as per deed recorded in Deed Book 593, Page 139 Records of Orange County, California, and Book 895, Page 274 San Bernardino County, California. thence following the North line of said Five Hundred Sixty Eight (568) acre Tract North $53^{\circ} 32'$ East Four Hundred Fourteen and Seven Hundredths (414.07) feet; thence leaving said North line, North Six Hundred Three and Two Hundredths (603.02) feet more or less to the place of beginning; containing One Hundred Eighty Six (186) acres more or less.

RESERVING and excepting therefrom a strip of land Forty (40) feet wide, Twenty (20) feet on each side of the center line of Sequel Canon Road, extending from the East to the West line thereof; said Forty (40) foot strip to be used and dedicated as a public road.

SUBJECT to the right of way for road purposes for ingress and egress to and from the Southwest Quarter of the Southeast Quarter of said Section Six (6), said Township and Range, owned by M. E. Abernethy.

SUBJECT to the taxes for the fiscal year 1925-1926.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said parties of the second part, and to their heirs and assigns forever.

IN WITNESS WHEREOF, The party of the first part has executed this instrument by its president and Secretary, for that purpose duly authorized.

((CORPORATE SEAL))
U.S.I.R.S.
(\$13.00 Cancelled)

CHINO LAND AND WATER COMPANY
E. J. Marshall President.
Harry E. Way Secretary.

*State of California
County of Los Angeles, } ss.

On this 25th day of Sept. in the year of our Lord one thousand nine hundred and Twenty-five, before me, Eleanor L. Jacks, a Notary Public in and for said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared E.J. Marshall, known to me to be the President and Harry E. Way, known to me to be the Secretary of the CHINO LAND AND WATER COMPANY, the Corporation described in and that executed the within Instrument, and severally acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this Certificate first above written.

((SEAL))

Eleanor L. Jacks Notary Public in and for
Los Angeles County, State of California.

My commission Expires March 21st, 1926.

Recorded at the request of Grantee Oct 1, 1925, at 9 A.M., In Book 17, Page 360, of Official Records of San Bernardino County, Fulton G. Feraud County Recorder. By Deputy.

I certify that I have correctly transcribed this document in above named book. G. Plummer Copyist.

Recorded at request of Grantee Mar 1, 1926 at 30 Min. past 8 A.M., In Book 133, Page 314, Official Records of Orange County, Justine Whitney County Recorder, Ruby Cameron, Deputy.

Adels Lutz

COMPARED

Elsa Conliffe

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THIS INDENTURE, Made the 31st day of August, 1925, by and between the CHINO LAND AND WATER COMPANY, a corporation, created under the laws of the State of California, the party of the first part, and E. E. WILEY, Trustee of Los Angeles, California, the party of the second part,

WITNESSETH: Whereas, at a regular meeting of the Board of Directors of the said Chino Land and Water Company, held on the 2nd day of May, A.D. 1921, a resolution was unanimously adopted as follows: "Resolved, That the President and the Secretary of this corporation, the Chino Land and Water Company, be and they are hereby authorized, in the name and on behalf of, and for the use and benefit of, said corporation, to sign, seal, acknowledge, execute and deliver any and all deeds or conveyances which may be necessary or proper for the disposition, or sale, of any of the real estate owned, belonging to, or held by, this corporation, provided the number of acres of land sold or conveyed by any one deed shall not exceed Two thousand; and any deed or conveyance so executed and with the corporate seal affixed thereto, shall transfer and convey the property therein described, without further action upon the part of the Board of Directors of this Corporation."

NOW THEREFORE, in pursuance of the aforesaid resolution, the party of the first part, for and in consideration of the sum of Ten Dollars gold coin of the United States, to it in

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attached; and that the Original Agreement was duly signed by CLARENCE E. HOWARD, SADIE B. HOWARD, C. M. PEARSON and F. T. PEARSON and deposited in the SAN BERNARDINO BRANCH of the HELLMEN BANK; and that shortly thereafter said tract of land was re-surveyed by the City Engineers Department of the CITY OF SAN BERNARDINO and according to said re-survey the above mentioned tract of land could not be delivered as per discription in original "AGREEMENT FOR THE SALE OF REAL ESTATE", and that said Fires partes attention was called to this fact, and further, affiant sayeth not.

Dated at San Bernardino, San Bernardino County, California, this the FIRST day of October, 1925.

F. T. PEARSON

STATE OF CALIFORNIA }
San Bernardino } ss.
County of San Bernardino }

On this First Day of October in the year one thousand nine hundred and 25, before me, NETTIE G. LEEPER, a Notary Public in and for the said County of SAN BERNARDINO, residing therein, duly commissioned and sworn, personally appeared F. T. PEARSON, known to me to be the person whose name is subscribed to the within instrument, and he duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the said County of San Bernardino, the day and year in this certificate first above written.

(NOTARIAL SEAL)

NETTIE G. LEEPER

Notary Public in and for the said County of San Bernardino,

My Commission Expires September 21, 1927.

State of California.

No. 111. "Endorsed" Recorded at Request of GRANTEE, Oct 1 1925, at 40 Min. past 3 P.M. in Book 17, Page 458, of OFFICIAL RECORDS of San Bernardino County. Fulton G. Ferard, County Recorder. By Irene McInerny, Deputy. Fee \$1.50

Compared

E. L. Lindsay

G. Plummer

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THIS INDENTURE, Made the 10th day of August, 1925, by and between the CHINO LAND AND WATER COMPANY, a corporation, created under the laws of the State of California, the party of the first part, and JOSEPH F. SWEENEY and ANNA S. SWEENEY, of Los Angeles, California, the parties of the second part,

WITNESSETH: Whereas, at a regular meeting of the Board of Directors of the said CHINO LAND AND WATER COMPANY, held on the 2nd day of May, A.D., 1921, a resolution was unanimously adopted as follows: "Resolved, That the President and the Secretary of this Corporation, the CHINO LAND AND WATER COMPANY, be, and they are hereby, authorized, in the name and on behalf of and for the use and benefit of said corporation, to sign, seal, acknowledge, execute and deliver any and all deeds of conveyances which may be necessary or proper for the disposition, or sale, of any of the real estate owned, belonging to, or held by, this Corporation, provided the number of acres of land sold or conveyed by any one deed shall not exceed two thousand; and any deed or conveyance so executed and with the corporate seal affixed thereto, shall transfer and convey the property therein described, without further action upon the part of the Board of Directors of this Corporation."

NOW, THEREFORE, in pursuance of the aforesaid resolution, the party of the first part, for and in consideration of the sum of TEN DOLLARS GOLD COIN of the United States, to it in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, has GRANTED, BARGAINED and SOLD, CONVEYED AND CONFIRMED, and by these presents does GRANT, bargain and sell, convey and confirm unto the parties of the second part, and to their heirs and assigns forever, all those certain lots, pieces or parcels of land situate, lying and being in the COUNTY OF SAN BERNARDINO, and COUNTY OF

ORANGE, State of California, and particularly described as follows, to-wit:

A portion of Section Six (6) and Seven (7), Township Three (3) South, Range Eight (8) West, San Bernardino Base and Meridian, particularly described as follows:-

BEGINNING at the Southwest corner of the Southeast Quarter of Section Six (6), Township Three (3) South, Range Eight (8) West, San Bernardino Base and Meridian; running thence North 0° 12' West One (1) mile more or less parallel to the East line of said Section Six (6) to a point in the North line of said Section Six (6); thence Westerly along the said North line of said Section Six (6) to a point in the line Thirteen Hundred Twenty (1320) feet Westerly of and parallel with the first above described course; thence South 0° 12' East One (1) mile more or less along the line parallel to and Thirteen Hundred Twenty (1320) feet Westerly of said first above described course to a point in the South line of said Section Six (6); thence South Eleven Hundred Seventy Nine and Eighty One hundredths (1179.81) feet more or less to the North line of that certain parcel deeded to S. W. McCOMB, et al., as per DEED recorded in DEED Book 596, Page 109, Records of ORANGE COUNTY, CALIFORNIA, and Book Nine (9), Page 59, OFFICIAL RECORDS, SAN BERNARDINO COUNTY, CALIFORNIA; thence along the said North line South 60° 45' East Forty One and Fifty Nine Hundredths (41.59) feet to an iron pipe; thence North 56° 21' East Two Hundred Sixty Six and Eight Tenths (266.8) feet to an iron pipe; thence North 83° 47' East Three Hundred Twenty and Thirty Hundredths (320.30) feet to an iron pipe; thence North 57° 53' East Two Hundred Sixty Two (262) feet to an iron pipe; thence North 30° 22' East One Hundred Ninety Eight (198) feet to an iron pipe being the Northeast corner of said parcel deeded to S. W. McCOMB, et al., and the Northwest corner of that certain FIVE HUNDRED SIXTY EIGHT (568) Acre parcel deeded to S. W. McCOMB, et al., as per deed recorded in Deed Book 593, Page 139, Records of ORANGE COUNTY, California, and Book 895, Page 274, SAN BERNARDINO COUNTY, California; thence following the North line of said Five Hundred Sixty Eight (568) acre Tract North 83° 32' 40" East Four Hundred Fourteen and Seven Hundredths (414.07) feet; thence leaving said North line, North Six Hundred three and Two Hundredths (603.02) feet more or less to place of beginning; containing One Hundred Eighty Six (186) acres, more or less.

RESERVING and excepting therefrom, a strip of land Forty (40) feet wide, Twenty (20) feet on each side of the center line of the SOQUEL CANON ROAD, extending from the East to the West line thereof; said Forty (40) foot strip to be used and dedicated as a public road.

Subject to the right of way for road purposes for ingress and egress to and from the Southwest Quarter of said Section Six (6), said Township and Range, owned by M. E. ABERCROMBIE.

SUBJECT to the taxes for the fiscal year 1925-1926.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said parties of the second part, and to their heirs and assigns forever.

IN WITNESS WHEREOF, The party of the first part has executed this instrument by its President and Secretary, for that purpose duly authorized.

(CORPORATE SEAL)

CHINO LAND AND WATER COMPANY

(U.S.I.R.S.\$13.00 Cancelled)

By E. J. Marshall, President.

By Harry E. Way, Secretary.

STATE OF CALIFORNIA)
County of Los Angeles) ss.

On this 25th day of Sept. in the year of our Lord One Thousand Nine Hundred and Twenty-Five, before me, ELEANOR L. JACKS, a Notary Public in and for said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared E. J. MARSHALL, known to me to be the President, and HARRY E. WAY, known to me to be the Secretary of the CHINO LAND AND WATER COMPANY, the Corporation described in and that executed the within instrument, and severally acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

ELEANOR L. JACKS
Notary Public in and for Los Angeles County,
State of California.

My Commission Expires March 21st, 1926.

No. 6. "Endorsed" Recorded at Request of GRANTEE, Oct 1 1925, at - Min. past 9 A.M. in Book 17, Page 460, of OFFICIAL RECORDS of San Bernardino County. Fulton G. Feraud, County Recorder. Fee \$1.40

Compared

E. L. Lindeay

G. Plummer

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BARGAIN AND SALE DEED

THIS INDENTURE, Made the 12th day of September in the year of our Lord Nineteen Hundred and twenty-five, Between JAMES ROWLAND SHAW and HELEN SHAW (his wife), parties of the first part, And A. ORBON and ROSA ORBON (his wife) joint tenants with the right of survivorship, parties of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of TEN (\$10.00) Dollars, gold coin of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents GRANT, Bargain and Sell, Convey and Confirm unto the said parties of the second part, and to their heirs and assigns forever, all this certain lot, piece or parcel of land situate, lying and being in the Fontana, COUNTY OF SAN BERNARDINO, State of California, and bounded and particularly described as follows, to-wit:

That portion of the W.5 acres of the E.10 acres of Farm Lot 538, etc.; described as follows:

Beginning at the S.W. corner of the W. 5 acres of the E. 10 acres of Farm Lot 538 aforesaid, this corner being a point in the center line of Ferris Ave. 678.41 feet west of the intersection of center lines of Ferris Ave. and Alder St.; thence Northerly along the West boundary of the W. 5 acres of the E. 10 acres of said lot a distance of 435.6 feet to a point, thence Easterly on a line parallel to the center line of Ferris Ave., a distance of 100 feet to a point, thence South-erly on a line parallel to the West boundary of the W. 5 acres of the E. 10 acres of Lot 538, a distance of 435.6 feet to a point in the Center line of Ferris Ave., thence Westerly along said center line a distance of 100 feet to point of beginning. The included area being 1.00 acres, (more or less) (excepting)

A reservation to the FONTANA FARMS COMPANY of a right of way over and across said premises for constructing, maintaining and enlarging pipes for all purposes and water conduits of all kinds, together with the right to enter upon said premises at all times for the purpose of in-specting, repairing, replacing, enlarging and controlling the same and also reserving all pipe lines and water conduits situated on said premises. Except the TEN inch cement pipe line located along the north side of the property hereinafter described, which said 10 inch pipe line is here-by conveyed to said second parties, subject to the right of the owner of the E. 5 acres of said Lot 538, to conduct therethrough sufficient water to properly irrigate said property.

A reservation to the FONTANA FARMS COMPANY of the exclusive right of way for and the exclusive right to construct, maintain, operate and rebuild railroads and tramways, whether operated by steam, electricity or other motive power, telephone and electric light and power lines of all kinds, on any or all streets, alleys, avenues and highways adjoining the land hereinafter described.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto be-longing, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances unto the said parties of the second part, and to their heirs and assigns forever.

IN WITNESS WHEREOF the said parties of the first part have hersunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered
in the Presence of

HELEN SHAW (SEAL)

JAMES ROWLAND SHAW (SEAL)

(U.S.I.R.S.\$1.00 Cancelled)

Witness the hand of the Trustor, the day and year first above written.

Charles E. Smith
Myrtle Belle Smith

The foregoing Trust is hereby accepted.

(CORPORATE SEAL)

CONSOLIDATED ABSTRACT AND TITLE GUARANTY COMPANY,

By Clyde C. Whitney, Vice President.

STATE OF CALIFORNIA)
County of San Bernardino) ss.

On this fifth day of November, 1925, before me, H. C. WENTWORTH, a Notary Public in and for said County of San Bernardino, State of California, residing therein, duly commissioned and sworn, personally appeared CHARLES E. SMITH AND MYRTLE BELLE SMITH, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(NOTARIAL SEAL)

H. C. WENTWORTH

Notary Public in and for the County of San Bernardino,
State of California.

No. 3. "Endorsed" Recorded at Request of TRUSTEE, Dec 1 1925, - Min. past 9 A.M. in Book 38, Page 215, of OFFICIAL RECORDS, San Bernardino County, Calif. Fulton G. Feraud, County Recorder. Fee \$3.00

Compared

Ruth Clock

G. Plummer

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THIS INDENTURE, Made the 10 day of September, 1925, by and between the CHINO LAND AND WATER COMPANY, a corporation, created under the laws of the State of California, the party of the first part, and JOSEPH P. SWEENEY AND ANNA S. SWEENEY, of Los Angeles, California, the parties of the second part,

WITNESSETH: Whereas, at a regular meeting of the Board of Directors of the said CHINO LAND AND WATER COMPANY, held on the 2nd day of May, A.D., 1921, a resolution was unanimously adopted as follows: "Resolved, That the President and the Secretary of this Corporation, the CHINO LAND AND WATER COMPANY, be, and they are hereby authorized, in the name and on behalf of, and for the use and benefit of, said Corporation, to sign, seal, acknowledge, execute and deliver any and all deeds or conveyances which may be necessary or proper for the disposition or sale, of any of the real estate owned, belonging to, or held by, this corporation, provided the number of acres of land sold or conveyed by any one deed shall not exceed two thousand; and any deed or conveyance so executed and with the corporate seal affixed thereto, shall transfer and convey the property therein described, without further action upon the part of the Board of Directors of this Corporation."

NOW, THEREFORE, in pursuance of the aforesaid resolution, the party of the first part, for and in consideration of the sum of TEN DOLLARS GOLD COIN of the United States, to it in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, conveyed and confirmed, and by these presents does grant, bargain and sell, convey and confirm unto the parties of the second part, and to their heirs and assigns forever, all that certain lot, piece or parcel of land situate, lying and being in the County of San Bernardino, State of California, and particularly described as follows, to-wit:

"PARCEL ONE" A portion of the Northwest Quarter of the Southeast Quarter of Section 6, Township 3 South, Range 8 West, San Bernardino Base & Meridian, particularly described as follows: BEGINNING at the Northeast corner of the Southwest One-Quarter of the Southeast one-quarter of Section 6, Township 3 South, Range 8 West, San Bernardino Base and Meridian; thence Westerly 1320 ft. along the North line of said Southwest one-quarter of the Southeast one-quarter of Section 6 to the Northwest corner thereof; thence North 0° 12' West 284.91 ft. to a point in the center line of SOQUEL CANON ROAD; thence following road Easterly South 84° 58' East 592.83 feet; thence South 88° 51' East 261.40 ft.; thence North 61° 34' East 384.16 ft.; thence North 88° 20' East 128.00 ft.; thence North 71° 34' East 36.56 ft. to a point being the Northwest corner of that certain 231.1 acre tract as surveyed by W. W. HOY, C.E., October 20, 1925; thence South 0° 12' East 423.72 ft. to the place of beginning, containing 8.8 acres, more or less.

"PARCEL TWO" A portion of the Northwest Quarter of the Northeast Quarter of Section 7, in Township 3 South, Range 8 West, San Bernardino Base and Meridian, particularly described as follows: BEGINNING at the Southeast Corner of the Southwest one-quarter of the Southeast one-quarter of Section 6, Township 3 South, Range 8 West, San Bernardino Base and Meridian; running thence South 437.68 ft. to a point in the North line of that certain parcel containing 568 acres as deeded to S. W. McCOMB, et al., as per deed recorded in Deed Book 593, Page 139, Records of Orange County, California, and recorded in Deed Book 895, page 274, Records of San Bernardino County, Calif.; thence along the Northerly line of said 568 acre tract South 83° 32' 40" West 1328.50 ft.; thence leaving the North line of said 568 acre tract, north 603.02 ft. to the Southwest corner of the said Southwest Quarter of the Southeast Quarter of Section 6; thence Easterly along the South line of said Southwest Quarter of the Southeast quarter of Section 6, 1320 ft. to the place of beginning; containing 15.8 acres, more or less.

RESERVING AND EXCEPTING THEREFROM a strip of land 20 ft. wide off of the North side of PARCEL ONE herein conveyed; said 20 ft. strip to be used and dedicated as a public road.

Subject also to right of way of record.

Subject to the taxes for the fiscal year 1925-1926.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances, unto the said parties of the second part, and to their heirs and assigns forever.

IN WITNESS WHEREOF, The party of the first part has executed this instrument by its President and Secretary, for that purpose duly authorized.

(CORPORATE SEAL)
(U.S.I.R.S.\$2.00 Cancelled)

CHINO LAND AND WATER COMPANY
E. J. Marshall, President.
Harry E. Way, Secretary.

STATE OF CALIFORNIA)
County of Los Angeles) ss.

On this 16th day of November, in the year of our Lord one thousand nine hundred and twenty-five, before me, ELEANOR L. JACKS, a Notary Public in and for said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared E. J. MARSHALL, known to me to be the President, and HARRY E. WAY, known to me to be the Secretary of the CHINO LAND AND WATER COMPANY, the Corporation described in and that executed the within instrument, and severally acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

ELEANOR L. JACKS
Notary Public in and for Los Angeles County,
State of California.

My Commission Expires March 21st, 1926.

No. 10. "Endorsed" Recorded at Request of GRANTEE, Dec 1 1925, - Min. past 9 A.M. in Book 36, Page 219, of OFFICIAL RECORDS, San Bernardino County, Calif. Fulton G. Fernud, County Recorder. Fee \$1.70

Ruth Olock Compared G. Plummer

17. SP-Exceptions 09 5379 478
BOOK 5379 PAGE 478

RIGHT-OF-WAY EASEMENT

THE UNDERSIGNED, STENDER SWEENEY and MARY ELLEN SWEENEY, wife;
DEAN SWEENEY and JOSEPHINE B. SWEENEY, wife; ROBERT S. SWEENEY
and VERONICA H. SWEENEY, wife; JOSEPH P. SWEENEY, Jr.,
and HELEN M. SWEENEY, wife; and _____, ISABELLE SWEENEY SMITH, and,
ROBERT H. SMITH, her husband,

hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States, paid by SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, receipt whereof is hereby acknowledged, hereby grants, bargains, sell and conveys unto said SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter called "Grantee", those permanent and exclusive easements and rights of way to construct, reconstruct, maintain, operate, enlarge, improve, relocate, remove, repair and renew, at any time and from time to time, electric transmission lines consisting of one or more lines of steel towers, poles, and/or other structures, wires, cables, including ground wires, both overhead and underground, and communication circuits, with necessary and convenient foundations, guy wires and anchors, insulators and cross-arms placed on said structures, and other appurtenances connected therewith, convenient and necessary for the construction, maintenance, operation, regulation, control and grounding of electric transmission lines for the purpose of transmitting, distributing, regulating, using and controlling electric energy, together with the right and easement for roads, ingress, egress and other convenient purposes needed or desired at any time by the Grantee, and the right and easement to construct, reconstruct, maintain and operate the same, and the right to clear and keep clear said easements and the real property affected thereby, free from explosives, buildings, structures, trees, brush and inflammable materials, for the protection from fire and other hazards; in, under, on, over and across that portion of
a strip of land One Hundred and fifty (150) feet wide on the following described lands and premises, situated in the County of San Bernardino State of California, to-wit:

(For description see EXHIBIT "A" attached hereto.)

186

RECORDED AT REQUEST OF
SECURITY TITLE INSURANCE CO.
MAR 17 1961 at 8 A.M.
BOOK 5379 PAGE 478
OFFICIAL RECORDS
San Bernardino County, Calif.
EDD R. CALLENDER, Recorder
Kenneth J. Matthews
DEPUTY

80
6

Grantee shall have the right to use existing roads and make such additions thereto, on the lands of the Grantor, as shall be convenient and necessary to the Grantee's use of said right of way strip, and the right to use all necessary and convenient means of ingress and egress to and from said above described right of way strip, for the uses and purposes and the exercising of the rights herein granted. Said right of entry may be exercised by trucks, automobiles or other vehicles or by foot, as may suit the convenience of Grantee.

The Grantor reserves the right for water pipe lines and roads under and across the land described in this easement provided the exercise of such rights do not interfere with or endanger the operation and maintenance of the electric transmission lines of the Grantee.

Grantee shall have the right to install and to use gates in any fences which are now or may be hereafter constructed on said lands of the Grantor, for the purpose of permitting convenient entry to said right of way strip. Any gates which are installed by Grantee on said lands shall be locked with Grantee's locks, and also, if the Grantor so desires, may be locked with the Grantor's locks, in such a manner that either can lock or unlock the gates. Any gates which are installed and locked by the Grantor and used by the Grantee shall be locked also by the Grantee's locks so that either can lock or unlock the gates.

Grantee shall have the right to make such surface cuts within said right of way strip as may be necessary to maintain the clearance between the wires or cables and the surface of the ground that may be required by the orders of the Public Utilities Commission of the State of California, or other governmental body having jurisdiction thereof, or that may be necessary for the economical construction, maintenance or operation of said electric transmission lines. Grantor, his heirs, successors or assigns, shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on said right of way strip, or so near thereto as to constitute, in the opinion of the Grantee, its successors or assigns, a menace or danger to said electric transmission lines.

Grantor, his heirs, successors or assigns, shall have the right to cultivate the land within the right of way strip for any and all crops which may be grown thereon, provided such use shall not interfere with the rights herein granted to the Grantee, its successors or assigns. In case the Grantor, his heirs, successors or assigns, shall grow orchard or other trees within the limits of said right of way strip, he or they shall not permit the same to attain a height in excess of 18 feet above the surface of the ground, and in case any such trees shall grow taller than said height, then the Grantee, its successors or assigns, shall have the right to trim the same in order to maintain said height as a maximum.

The Grantor grants to the Grantee, its successors and assigns, the right to trim or top and to keep trimmed or topped any and all trees on the lands of the Grantor adjacent to said right of way strip for a distance of 75 feet from the exterior lines of the right of way strip, to such heights as in the judgment of the Grantee, its successors or assigns, shall be reasonably necessary for the proper construction, operation and maintenance of said electric transmission lines, but at no point outside the right of way strip to a height less than 50 feet.

It is understood and agreed that the grant of this Easement does not convey to the Grantee any right, title or interest in any oil, gas, petroleum or other mineral or hydrocarbon substances within the limits of the said right of way strip or otherwise, but that the Grantor, his heirs, successors and assigns, in prospecting for or developing oil, gas, petroleum or other mineral or hydrocarbon substances, will do so from adjacent land and in such a manner as not to endanger or interfere with the structures erected by the Grantee or with the operation of the electric transmission lines of the Grantee, and will not construct, place or maintain, or permit to be constructed, placed or maintained, any oil or mud sump, derrick, drilling rig, oil storage tank or other structure of any kind whatsoever, on any portion of said above described strip of land, and will not construct, place or maintain, or permit to be constructed, placed or maintained within one hundred (100) feet of the exterior boundary line(s) of said above described strip of land, or on any other land owned by the Grantor, his heirs, successors or assigns, within one hundred (100) feet of the exterior boundary lines of said above described strip of land, any oil or mud sump, derrick, drilling rig, oil storage tank or other structure for use in connection with the prospecting for, developing, extracting and/or refining of oil, gas, petroleum and/or other mineral or hydrocarbon substances.

It is further understood and agreed that no other easement or easements shall be granted on, under or over said strip of land by the Grantor to any person, firm or corporation without the previous written consent of said Grantee.

EXHIBIT "A"

PARCEL 1:

That portion of the Northwest quarter of the Northeast quarter of Section 7, Township 3 South, Range 8 West, S.B.B. and M., described as follows:

Beginning at the Southeast corner of the Southwest quarter of the Southeast quarter of Section 6, Township 3 South, Range 8 West, S.B.B. and M.; thence South, 437.68 feet, to a point in the North line of that certain parcel of land containing 568 acres, as conveyed to S. W. McComb, et al, by deed recorded in Book 895, page 274, of Deeds in the office of the County Recorder of said County, and in Book 593, page 139, of Deeds in the office of the County Recorder of Orange County; thence along the North line of said 568 acre parcel of land, South 83° 32' 40" West, 1328.50 feet; thence leaving said North line, North 603.02 feet, to the Southwest corner of said Southwest quarter of the Southeast quarter of Section 6; thence Easterly, along the South line of said Southwest quarter of the Southeast quarter, 1320.00 feet, to the Point of Beginning.

PARCEL 2:

Those portions of Sections 6 and 7, Township 3 South, Range 8 West, S.B.B. and M., described as follows:

Beginning at the Southwest corner of the Southeast quarter of said Section 6; thence North 00° 12' West, 1 mile, more or less, along a line that is parallel with the East line of said Section 6, to a point in the North line of said Section 6; thence Westerly, along said North line, to a line that is 1320.00 feet Westerly and parallel with the first above described parallel line; thence South 00° 12' East, 1 mile, more or less, along said last mentioned parallel line, to a point in the South line of said Section 6; thence South 1179.81 feet, more or less, to the North line of that certain parcel of land conveyed to S. W. McComb, et al, by deed recorded in Book 9, page 59, of Deeds in the office of the County Recorder of said County, and in Book 596, page 109, of Deeds in the office of the County Recorder of Orange County; thence along said North line, South 60° 45' East, 4159 feet, to an iron pipe; thence North 56° 21' East, 266.8 feet, to an iron pipe; thence North 83° 47' East, 320.30 feet, to an iron pipe; thence North 57° 53' East, 262.00 feet, to an iron pipe; thence North 30° 22' East, 198.00 feet, to an iron pipe, being the Northeast corner of said parcel of land conveyed to S. W. McComb, et al, being also the Northwest corner of that certain 568 acre parcel of land conveyed to S. W. McComb et al, by deed recorded in Book 895, page 274, of Deeds, in the office of the County Recorder of said County, and in Book 593, page 139 of Deeds in the office of the County Recorder of Orange County; thence along the North line of said 568 acre parcel of land, North 83° 32' 40" East, 414.07 feet; thence leaving said North line, North 603.02 feet, more or less, to the Point of Beginning.

EXCEPTING THEREFROM that portion thereof lying within Orange County.

The center line of said strip of land, 150.00 feet wide, is described as follows:

Beginning at a point in the West line of said Section 6, said point being North 00° 14' 52" East, 564.20 feet, measured along said West line, from a conical upright stone set at the Southwest corner of said Section 6; thence South 65° 51' 48" East, 5694.50 feet, more or less, to a point in the East line of said Section 7, said point being South 01° 04' 3" East, 1761.75 feet, more or less, measured along said East line from a 2 inch iron pipe set at the Northeast corner of said Section 7.

AT WITNESSED AS TO DESCRIPTION
A. W. ALT. CLERK, REC'D. B.L.
DATE 12-17-59 R.W. & LAND DEPT.
BER. 20764A
J.G. 4-18-57
FUNG. 2-2-57

To HAVE AND TO HOLD the above mentioned easements and rights unto said SOULIER... CALIFORNIA EDISON COMPANY, its successors and assigns, forever.

IN WITNESS WHEREOF, this instrument has been executed this 16th day of December, 1959.

WITNESS:

Handwritten witness names: Mary K. Sweeney, Helen M. Sweeney, Stephanie B. Sweeney, Harold H. Sweeney, and Robert S. Sweeney.

Handwritten witness names: Stender Sweeney, Joseph P. Sweeney, Dean Sweeney, Robert S. Sweeney, Joseph P. Sweeney, and Isabelle Sweeney Smith.

INDIVIDUAL ACKNOWLEDGMENT

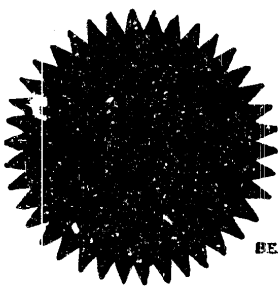
STATE OF NEW JERSEY } COUNTY OF UNION } ss.

On this 29th day of November, 1957, before me, Frederick J. Thomas, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared Robert S. Sweeney known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County, the day and year in this certificate first above written.

Handwritten signature of Frederick J. Thomas, Notary Public in and for said County and State.

STATE OF CALIFORNIA } County of Los Angeles } ss.



On December 16, 1959, before me the undersigned, a Notary Public in and for said County and State, personally appeared Stender Sweeney

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. WITNESS my hand and official seal.

ACKNOWLEDGMENT - GENERAL - WOLCOTT'S FORM 232 - REV. 5-57

523 5-56 (Individual)

STATE OF CALIFORNIA } COUNTY OF LOS ANGELES } ss.

On Dec 10 1959 before me, the undersigned, a Notary Public in and for said County and State, personally appeared DEAN SWEENEY

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal. E. BIANCO (Seal) Notary Public in and for said County and State

My Commission Expires August 28, 1963

BOOK 5379 PAGE 482

482

STATE OF CALIFORNIA
COUNTY OF

Los Angeles } SS.

On 22 February 1961
before me, SA Podda
a Notary Public in and for said County and State, personally appeared

Josephine S. Sweeney

known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

SEAL SA Podda
(Seal) Notary Public in and for said County and State.

My Commission Expires 26 November 1964

Misc-166 (G.S.) Ack. General (Photo Form)
11-4-57 (8 pt.)

STATE OF CALIFORNIA New Jersey
COUNTY OF } SS.

Union

On February
before me, a Notary Public in and for said County and State, personally appeared Robert H. Ornell

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

SEAL Federick J. Fleming
(Seal) Notary Public in and for said County and State, NOTARY PUBLIC, STATE OF NEW JERSEY

My Commission Expires June 16, 1963

Misc-166 (G.S.) Ack. General (Photo Form)
11-4-57 (8 pt.)

STATE OF CALIFORNIA Florida
COUNTY OF Indian River } SS.

On January 19, 1961
before me, Ruth Ornell
a Notary Public in and for said County and State, personally appeared Veronica H. Sweeney

known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

SEAL Ruth Ornell
(Seal) Notary Public in and for said County and State.

My Commission Expires Sept. 23, 1961

Misc-166 (G.S.) Ack. General (Photo Form)
11-4-57 (8 pt.)

482

STATE OF CALIFORNIA
COUNTY OF

Los Angeles } SS.

On FEB 28 1961
before me, J. E. BIANCO
a Notary Public in and for said County and State, personally appeared

ARLEN M. SWEENEY

known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal. J. E. BIANCO

SEAL J. E. Bianco
(Seal) Notary Public in and for said County and State. My Commission Expires August 27, 1966

My Commission Expires

Misc-166 (G.S.) Ack. General (Photo Form)
11-4-57 (8 pt.)

STATE OF CALIFORNIA
COUNTY OF

Los Angeles } SS.

On March 6, 1961
before me, a Notary Public in and for said County and State, personally appeared Mary Ellen Sweeney

known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal. RUTH HOLLANDER

SEAL Ruth Hollander
(Seal) Notary Public in and for said County and State

My Commission Expires June 30, 1964

Misc-166 (G.S.) Ack. General (Photo Form)
11-4-57 (8 pt.)

482

(Individual)

STATE OF CALIFORNIA
COUNTY OF Los Angeles

On December 14, 1959 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Joseph P. Sweeney

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

SEAL Ruth Hollander
RUTH HOLLANDER Notary Public in and for said County and State

My Commission Expires June 30, 1961

STAPLE HERE

BOOK 9551 PAGE 1026

RECORDED AT REQUEST OF
Title Insurance and Trust Company

625

WHEN RECORDED RETURN TO
PACIFIC TELEPHONE - RIGHT OF WAY
ATTENTION E. FURBLEY
1695 WEST CRESCENT AVE. SUITE 200
ANAHEIM, CALIFORNIA 92801

4.00
E

RECORDED IN OFFICIAL RECORDS
MAR 27 1979 AT 8:30 A.M.
SAN BERNARDINO COUNTY, CALIF.

Placentia Exchange

GRANT OF EASEMENT

Sec. 6, T3S, R8W
CB(13) 1203Q

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned Grantor(s) hereby grant(s) and convey(s) unto THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, Grantee, its successors and assigns, a right of way and easement to construct, operate, maintain, repair, replace and remove such underground telephone, telegraph and communication systems as Grantee may from time to time require, consisting of cables, conduits, manholes, drains and splicing boxes, markers, and other appurtenances upon, along, over, under and across the hereinafter described portion of that certain real property located in:

Unincorporated territory, County of San Bernardino

State of California:

The easterly 1320 feet of the Southwest quarter of Section 6, Township 3 South, Range 8 West, San Bernardino Meridian, in the County of San Bernardino, State of California.

The above-described easement shall be located on the following portions of said property:

A strip of land 40 feet in width lying 20 feet on each side of the center line of a road known as Soquel Canyon Road, said center line described as follows:

Beginning at the southeast corner of Sec. 1, said corner also being the southwest corner of Sec. 6, T3S, R8W, S.B.B. & M., thence North 01°24'05" East 1521.34 feet; thence North 36°01'16" East 45.22 feet; thence South 83°51'35" East 202.06 feet; thence South 71°03'51" East 60.37 feet; thence South 81°24'38" East 63.77 feet; thence North 73°47'49" East 111.50 feet; thence North 83°24'33" East 55.45 feet; thence South 71°02'21" East 71.71 feet; thence South 62°42'43" East 80.95 feet; thence South 54°08'57" East 267.27 feet; to a tangent curve concave to the Southeast having a radius of 289.80 feet and a central angle of 42°27'23" to the TRUE POINT OF BEGINNING. thence North 83°23'40" East 70.48 feet; thence North 84°46'46" East 52.88 feet; thence South 82°21'39" East 66.21 feet; thence North 77°48'14" East 188.95 feet; thence North 68°31'07" East 111.24 feet; thence North 62°12'42" East 122.42 feet; thence North 64°51'22" East 67.27 feet; thence North 75°54'37" East 65.26 feet; thence North 86°05'04" East 74.04 feet; thence South 87°57'59" East 92.08 feet; thence South 84°18'54" East 111.60 feet, thence North 78°34'59" East 63.42

7-79-1

625

DOCUMENTARY TRANSFER TAX \$
Computed on full value of property conveyed, or
Computed on full value less liens & encumbrances
remaining thereon at time of sale. *of record*

feet; thence North 69°02'57" East 123.20 feet; thence North 72°43'21" East 107.23 feet; thence North 83°12'55" East 110.10 feet; thence South 85°53'47" East 57.59 feet to the point of termination. Said point being North 58°48'42" East 2918.71 feet from the southwest corner of said Section 6.

666

Grantor covenants for himself, his successors and assigns not to place or maintain any building or structure on said easement.

Grantor also grants to Grantee the right to cut such roots on said property as may be necessary for the protection of said structure, and to enter upon said property at all times for the purpose of exercising the rights hereby granted. Grantee agrees to pay Grantor(s) for damage to personal property and real property improvements of Grantor(s) caused by Grantee in constructing and maintaining said systems.

IN WITNESS WHEREOF this instrument is executed this 15 day of December, 1978.

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

(CORPORATION)

JOHANNA INCORPORATED,
corporation

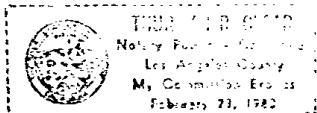
ON DEC 15, 1978, before me the undersigned, a Notary Public in and for said State, personally appeared STENDER SWEENEY AND ROBERT SWEENEY known to me to be the PRESIDENT & VICE PRESIDENT of the corporation that executed the within instrument and to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

BY: [Signature]

BY: [Signature]

WITNESS my hand and official seal.

Signature [Signature]



THE UNITED STATES OF AMERICA

Call to Whom these Presents shall come, Greeting:

HOmESTRAD CERTIFICATE No. 3543

Application 8068

Whereas, there has been deposited in the General Land Office of the United States a certificate of the Register of the Land Office at Los Angeles, California, whereby it appears that, pursuant to the Act of Congress, approved: 04th May, 1862,

"To secure Homesteads to Actual Settlers on the Public Domain," and the Acts supplemental thereto, the claim of George Ashley has been established and duly consummated,

in conformity to law, for the Lot numbered Seven: the South East Quarter of the South East Quarter and the North half of the South East Quarter of Section Six in Township three South of Range eight West of the main Meridian in California containing one hundred and sixty four acres and eight hundredths of an acre.

according to the Official Plat of the survey of the said land, returned to the General Land Office by the Surveyor General:

Now know ye, That there is, therefore, granted by the United States unto the said George Ashley the tract of land above described:

To have and to hold the said tract of land, with the appurtenances thereof, unto the said

George Ashley and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law. And there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

In Testimony Whereof, I, William M. McKinley, President of the United States of America, have caused these Letters to be made patent and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the Twenty Sixth day of April, in the year of our Lord One thousand Nine hundred and of the Independence of the United States the one hundred and Twenty Fourth

By the President William M. McKinley

B. F. M. McKean Secretary

G. H. Bensch Recorder of the General Land Office.



California
Records: Vol. 191 Page 291
No. 47

"Endorsed": Recorded at request of First National Bank of Pasadena
Jul 3 1900 at 2.5 Min. Part 2 P. M. in Book "F" of Patents, Page 59 Records
San Bernardino County, J. J. Thompson County Recorder, by _____ Deputy Recorder.
Folio 6, No. 100.
A full, true and correct copy of the original.

J. P. Johnson Jr County Recorder.
W. E. Higby Deputy Recorder.

F-59 Patents
July 3, 1900
The Register of the
land 20th May, 1862,
pertain to the claim of
duly consummated,
Section Six
and forty two

As by the Surveyor

as described:

and assigns forever;
reserves, and rights to
be acknowledged by the local
laws to extract and
used, as provided by
laws constructed by

of the United States
of the General Land

by Smith
Thousand
evidence of the United

McKinley
Secretary

Office.

Page 5. Records
Deputy Recorder.

County Recorder.

Deputy Recorder.

BEST COPY

THE UNITED STATES OF AMERICA

To all to Whom these Presents shall come, Greeting :

HOMESTEAD CERTIFICATE No. 3543

Application 8065

Whereas, there has been deposited in the General Land Office of the United States a certificate of the Register of the Land Office at Los Angeles, California, whereby it appears that, pursuant to the Act of Congress, approved: 0th May, 1862,

"To secure Homesteads to Actual Settlers on the Public Domain," and the Acts supplemental thereto, the claim of George Ashley has been established and duly consummated,

in conformity to law, for the Lot numbered Seven: the South East Quarter of the South East Quarter and the North half of the South East Quarter of section Six in Township One: South of Range eight West of San Bernardino Meridian in California containing one hundred and sixty four acres and eight hundredths of an acre.

according to the Official Plat of the survey of the said land, returned to the General Land Office by the Surveyor General:

Now know ye, That there is, therefore, granted by the United States unto the said George Ashley the tract of land above described:

To have and to hold the said tract of land, with the appurtenances thereof, unto the said George Ashley and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law. And there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

In Testimony Whereof, William McKinley President of the United States of America, have caused these letters to be made patent and the Seal of his General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the Twenty Sixth day of April, in the year of our Lord One thousand Nine hundred and of the Independence of the United States the one hundred and Twenty Fourth

By the President William McKinley
E. M. McKeen Secretary.

L. H. Brush Recorder of the General Land Office.



California Recorded: Vol. 191 Page 91

No. 47

"Endorsed": Recorded as request of First National Bank of Pasadena Jul 2 1900 at 25 Min Post 2 P. M. in Book "F" of Patents, Page 59

San Bernardino County J. J. Shannon County Recorder, by J. J. Shannon Deputy Recorder. Folios 6. No. 100. A full, true and correct copy of the original.

J. J. Shannon Jr County Recorder
J. J. Shannon Deputy Recorder.

of the Register of the vol 20th May, 1862, hereto, the claim of duly consummated, of Section Six and forty two

Office by the Surveyor

are described:

and assigns forever; upon, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law. And there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by

of the United States of the General Land

by George Thousand evidence of the United

McKinley Secretary.

Office.

Page 8. Records Deputy Recorder.

County Recorder. J. J. Shannon Deputy Recorder.

GRANT DEED

Edward I. Richmond and Beatrice Richmond, both residents of the City of Los Angeles, in consideration of Ten Dollars, to them in hand paid, receipt of which is hereby acknowledged, do hereby GRANT to Ben H. Baker and Anna Keller Baker, his wife as joint tenants, as to an undivided one-fourth interest in the real property in the County of San Bernardino, State of California, described as follows:

That portion of the East half of Section 6, Township 3 South, Range 8 West, San Bernardino Base and Meridian, in the County of San Bernardino, State of California, described as follows:

BEGINNING at a point in the center line of Soquel Canon road, said point being the Southwest corner of that certain 60.1 acre tract deeded to Thomas G. Bannon and T. A. Webber by deed recorded in Book 21, page 41, Official Records of said County; running thence along the said center line of Soquel Canon Road, North 61° 07' West 86.42 feet; thence South 77° 45' West 52.37 feet; thence South 51° 12' West 149.61 feet; thence South 73° 14' West 282.06 feet; thence North 66° 41' West 107.17 feet; thence North 59° 33' West 75.25 feet; thence South 80° 14' West 86.30 feet; thence South 71° 34' West 98.36 feet to a point where said center line of road intersects a line 1320 feet Westerly of and parallel to the East line of Section 6, referred to in above deed; thence North 0° 12' West 3108 feet, more or less, along said parallel line, to the South line of a certain 20.99 acre tract; thence following said South line South 78° 09' East 89.56 feet, more or less, to an iron pipe marking corner in said South line; thence South 83° 17' East 460.73 feet to an iron pipe; thence North 84° 06' East 301 feet to the Northwest corner of the 60.1 acre tract above referred to; thence South 0° 12' East 2958.7 feet along the West line of said 60.1 acres, to the place of beginning.

Subject to the Deed of Record from Chino Land and Water Company, a corporation, to S. P. Kraemer and Angeline L. Backs, recorded May 19, 1921 in Book 719, page 70 of Deeds.

ALSO Reserving a perpetual easement for a right of way 40 feet wide for road purposes.

Subject to all unpaid taxes for the fiscal year 1927-28.

Subject to Trust Deed of Record, dated July 31st, 1925, executed by John Hokom, Mary Hokom, his wife, Edward I. Richmond and Beatrice Richmond, his wife, in favor of Chino Land and Water Company, a corporation, for \$2325.00 with interest at 7% payable semi-annually. This Trust Deed is in three notes in the amount of \$775.00 each; payable two, three and four years after date.

Subject to all conditions, restrictions and reservations as found of Record.

ALSO all that portion of the West half of the Northeast quarter and the Northwest quarter of the Southeast quarter of Section 6, Township 3 South, Range 8 West, San Bernardino Base and Meridian, in the County of San Bernardino, State of California, described as follows:

BEGINNING at the Southwest corner of that certain 59 acre tract as deeded to John Hokom et al, by deed recorded in Book 8, page 407, Official Records of said County; said point being in the center line of Soquel Canon Road at a point North 0° 12' West 423.72 feet from the Northeast corner of the Southwest quarter of the Southeast quarter of said Section 6; running thence South 71° 34' West 36.56 feet along said center line of Soquel Canon Road; thence continuing along said center line South 88° 20' West 120 feet; thence South 61° 34' West, 384.16 feet; thence North 88° 51' West 261.40 feet; thence North 84° 58' West 592.83 feet to a point located North 0° 12' West 284.91 feet from the Northwest corner of said Southwest quarter of the Southeast quarter of Section 6; thence North 0° 12' West, 3638.8 feet along the Easterly line of that certain parcel deeded to Joseph P. Sweeney et al, by deed recorded in Book 17, page 460, Official Records

BEST COPY

of said County, to a point in the North line of said Section 6; thence North 89° 19' East, 660.8 feet along said North line of Section 6 to the Northwest corner of that certain 20.99 acre tract deeded to John E. Schuh et al, by deed recorded in Book 50, page 189, official Records of said County; thence along the Southwesterly and Southerly boundary of said 20.99 acre tract, South 38° 55' East 419.93 feet; thence South 78° 09' East 413.17 feet to the Northwest corner of that certain 59 acre tract referred to above; thence South 0° 12' East 3108 feet along the West line of said 59 acre tract to the point of beginning.

EXCEPT a 20 foot strip of land extending along the Southerly boundary of said above described land; said 20 foot strip to be used and dedicated as a public road or highway.

Subject to all unpaid taxes fiscal year 1927-28.

ALSO subject to a trust deed of record dated May 26, 1926, executed by John Hokom and Mary Hokom, his wife, and Edward I. Richmond and Beatrice Richmond, his wife, in favor of Ohio Land and Water Company, a corporation for \$5500.00 with interest at 7% payable semi-annually. This Trust Deed is in four notes in the amount of \$1395.00 each; payable one, two, three and four years after date.

TO HAVE AND TO HOLD to said grantees their or assigns forever.

WITNESS our hands this 21st day of April, 1927.

Edward I. Richmond

Beatrice Richmond

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS

On this 21st day of April, 1927, before me, Myrtle Smith, a Notary Public in and for said County, personally appeared Edward I. Richmond and Beatrice Richmond known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

WITNESS my hand and Official Seal.

Myrtle Smith

Notary Public in and for the County
of Los Angeles, State of California

(NOTARIAL SEAL)

No. 60. "Endorsed." Recorded at Request of B. H. Baker, Jan. 16, 1930 at 12:30 P. M. in Book 579, Page 86, Official Records, San Bernardino County, Calif. Fulton G. Feraud, County Recorder, By A. R. Schultz, Deputy. Fee \$1.90.

Compared

G. Rowsey

E. Quinn

o o o o o

KNOW ALL MEN BY THESE PRESENTS: That Charles W. Spencer and Louise W. Spencer, his wife, of Redlands, California, in consideration of the sum of Eight Thousand dollars, the receipt of which is hereby acknowledged, grant to Clifford F. Wells and Dora Wells, as joint tenants, of California, all that real property situate in the City of Redlands, County of San Bernardino, State of California, bounded and described as follows:

The West 1/2 of Lot 46, University Tract, in the City of Redlands, County of San Bernardino, State of California, as per Map recorded in Book 17, pages 35 and 36, Maps of said County.

Subject to the last half of the County taxes for the fiscal year 1929-30, and subject to the last half of the Municipal taxes of the City of Redlands for the year 1929-30.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

21. SP-Exceptions 15_20020091014

Recorded in Official Records, County of San Bernardino

2/26/2002
2:01 PM
DB



LARRY WALKER
Auditor/Controller - Recorder

First American

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

The Lusk Companies
16592 Hale Avenue
Irvine, California 92606

Attn: David Steffenson

Doc#: 2002 - 0091014



Titles:	1	Pages:	5
Fees		20.00	
Taxes		0.00	
Other		0.00	
PAID		\$20.00	

**GRANT OF EASEMENT
FOR FUEL MODIFICATION ZONE PURPOSES**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **WAYNE S. HOKOM, ANN HOKOM**, together with, **J. HOKOM, CO.**, ("GRANTORS"), the owner's of Assessor Parcel No.'s 1033-021-02 and 03, respectively, hereby GRANTS to **OAKCREST COMMUNITY ASSOCIATION**, ("GRANTEE"), an easement for fuel modification zone purposes in, over, upon, under, and across the lands hereinafter described. The property subject to this easement is located in the City of Chino Hills, County of San Bernardino, State of California, described as follows:

**SEE EXHIBITS "A" AND "B"
ATTACHED HERETO AND BY THIS REFERENCE
MADE A PART HEREOF**

It is further understood and agreed that no other easement or easements shall be granted, on, under or over said strip of land by the Grantor or any person, firm or corporation without the previous written consent of said Grantee.

By: Wayne S. Hokom
Wayne S. Hokom

By: Ann Hokom
Ann Hokom

J. HOKOM, CO.

By: Wayne S. Hokom, Pres.
Wayne S. Hokom

Dated: 10/19/01

State of California)
) ss
County of Sacramento

On 10/19/2001, before me, Pat Olmstead Notary Public, personally appeared Wayne S. Hokom, personally known to me - or - 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.

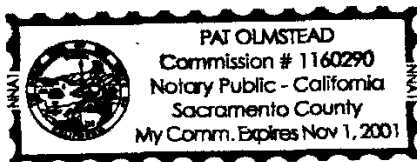


Witness my hand and official seal.

Pat Olmstead
(Signature of Notary Public)

State of California)
) ss
County of Sacramento

On 10/19/2001, before me, Pat Olmstead Notary Public, personally appeared Ann Hokom, personally known to me - or - 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.



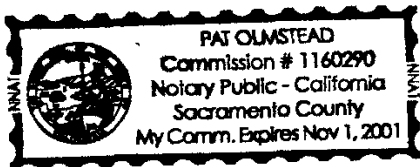
Witness my hand and official seal.

Pat Olmstead
(Signature of Notary Public)

State of California)
) ss
County of Sacramento

On 10/19/2001, before me, Pat Oimstead, Notary Public, personally appeared Wayne S. Hokom, personally known to me - or - proved to me on the basis of
President
J. Hokom Co.

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.



Witness my hand and official seal.

Pat Oimstead

(Signature of Notary Public)

State of California)
) ss
County of)

On _____, before me, _____, Notary Public, personally appeared _____ personally known to me - or - 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.

Witness my hand and official seal.

(Signature of Notary Public)

EXHIBIT 'A'

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE MERIDIAN, IN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON AN AMENDING RECORD OF SURVEY, RECORDED IN BOOK 99 PAGES 3 THROUGH 6, INCLUSIVE OF RECORDS OF SURVEY IN THE OFFICE OF SAID COUNTY RECORDER;

BOUNDED NORTHERLY BY THE SOUTHERLY LINES OF TRACT NO, 15164, AS SHOWN ON AS MAP FILED IN BOOK 285, PAGES 1 THROUGH 22 INCLUSIVE OF MAP BOOKS IN THE OFFICE OF SAID COUNTY RECORDER AND

BOUNDED EASTERLY, SOUTHERLY AND WESTERLY BY THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 129, SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF PINE VALLEY DRIVE, AS SHOWN ON SAID TRACT No. 15164;

THENCE, NORTHEASTERLY ALONG SAID RIGHT OF WAY, NORTH 71°52'14" EAST 200.00 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE, LEAVING SAID RIGHT OF WAY, SOUTH 18°07'46" EAST 394.20 FEET;

THENCE, SOUTH 71°52'14" WEST 454.13 FEET;

THENCE, NORTH 87°32'25" WEST 999.29 FEET;

THENCE, NORTH 38°30'24" WEST 652.70 FEET;

THENCE, NORTH 07°09'26" WEST 81.90 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF SAID TRACT No. 15164, SAID POINT BEING DISTANT 201.65 FEET FROM AN ANGLE POINT IN SAID SOUTHERLY LINE BEING COMMON WITH LOT 138, AS SHOWN ON SAID TRACT No. 15164, SAID POINT ALSO BEING THE **TERMINUS** OF THE HEREIN DESCRIBED LINE.

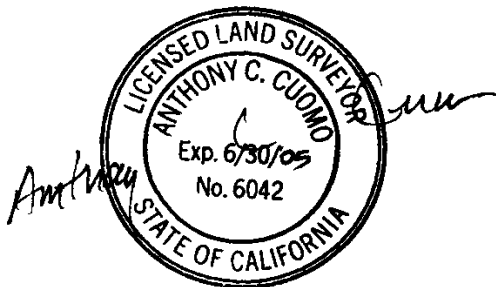
EXCEPTING THEREFROM, THAT PORTION LYING EASTERLY OF THE WESTERLY LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6.

CONTAINING 4.84 ACRES, MORE OR LESS.

ALSO AS SHOWN ON EXHIBIT 'B', ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

PREPARED BY: THE KEITH COMPANIES
UNDER THE DIRECTION OF:

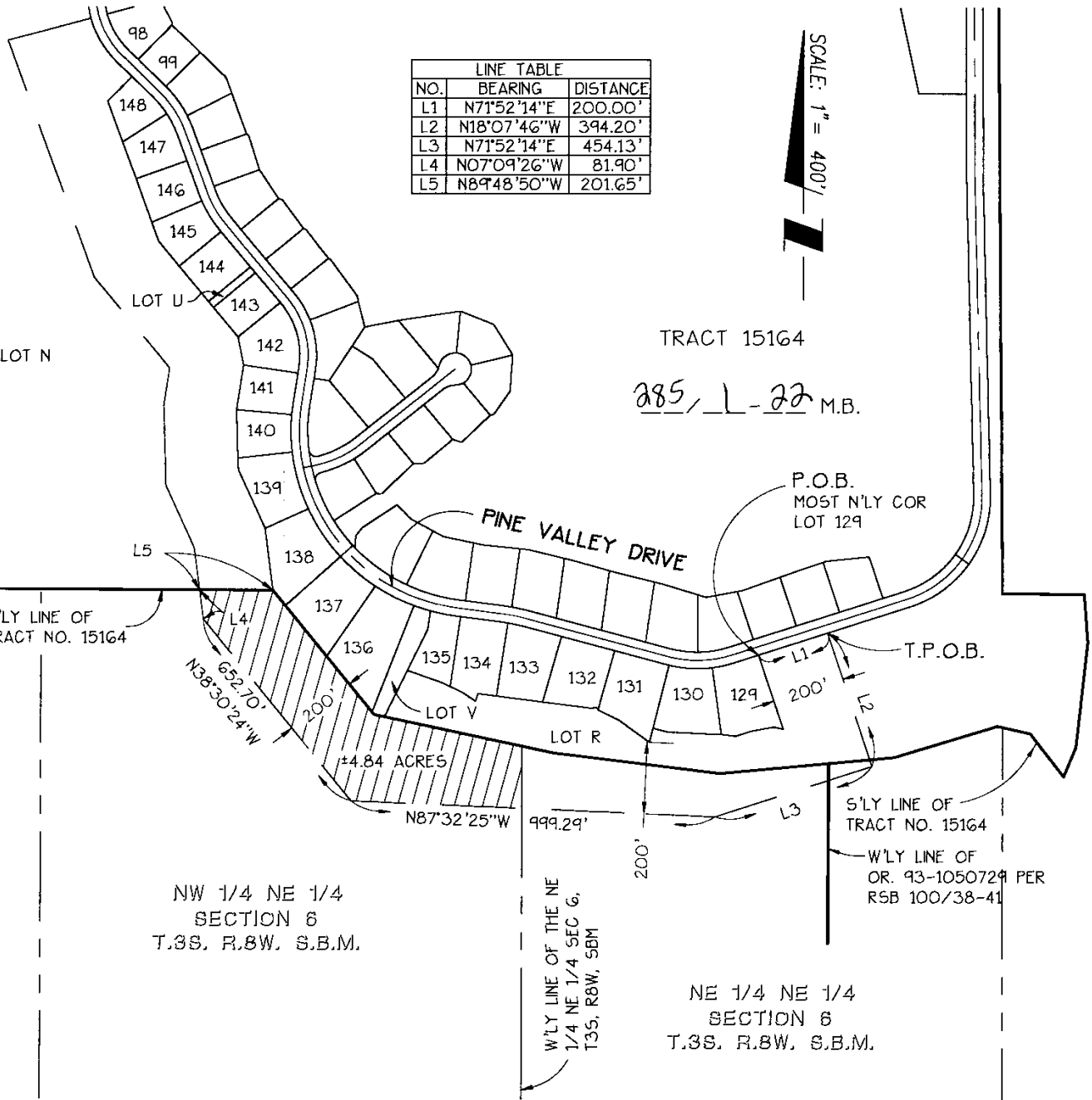


ANTHONY CHARLES CUOMO, P.L.S. 6042
MY LICENSE EXPIRES 06/30/2005

SEPTEMBER 19, 2001
JN: 13576

EXHIBIT 'B'

SHEET 1 OF 1



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N71°52'14"E	200.00'
L2	N18°07'46"W	394.20'
L3	N71°52'14"E	454.13'
L4	N07°09'26"W	81.90'
L5	N89°48'50"W	201.65'

SCALE: 1" = 400'

TRACT 15164

285, L-22 M.B.

P.O.B.
MOST N'LY COR
LOT 129

PINE VALLEY DRIVE

T.P.O.B.

S'LY LINE OF
TRACT NO. 15164

S'LY LINE OF
TRACT NO. 15164

W'LY LINE OF
OR. 93-1050729 PER
RSB 100/38-41

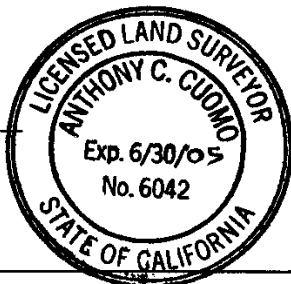
NW 1/4 NE 1/4
SECTION 6
T.3S., R.8W., S.B.M.

NE 1/4 NE 1/4
SECTION 6
T.3S., R.8W., S.B.M.

THIS EXHIBIT WAS PREPARED
BY ME OR UNDER MY DIRECTION.

Anthony C. Cuomo

ANTHONY CHARLES CUOMO, P.L.S. 6042
MY LICENSE EXPIRES 06/30/05



The Keith Companies



2955 Red Hill Avenue, Costa Mesa, CA 92626 (714) 540-0800

DATE: 09/19/01

JOB NO. 13576.00

K:\13299.00\DWG\PRSE0052.DWG

SHEET 1 OF 4

AMENDING RECORD OF SURVEY

BEING A PORTION OF SECTIONS 31 AND 32, IN TOWNSHIP 2 SOUTH, RANGE 9 WEST
AND A PORTION OF SECTIONS 5 AND 6, TOWNSHIP 3 SOUTH, RANGE 9 WEST
IN THE UNINCORPORATED TERRITORY OF SAN BERNARDINO COUNTY,
STATE OF CALIFORNIA

MARILYN BROOKS, L.S. 5631

THE KEITH COMPANIES

COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 0706
OF THE LAND SURVEYOR'S ACT THIS 15th DAY OF SEPTEMBER, 1993
BY DEPUTY
LARRY COTTON
COUNTY OF SAN BERNARDINO
CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP CORRECTS THE BEARINGS AND DISTANCES OF THE LAND
SURVEY MONUMENT 4-5-5-5 AND ORIENTS THE MONUMENT
SURVEYOR'S ACT, AT THE REQUEST OF HARVEST DEVELOPMENT, INC. IN
MAY, 1990.

MARILYN BROOKS, L.S. 5631
EXPIRATION DATE: 9/30/92



SYMBOLS LEGEND

- ▲ INDICATES PD, 2" I.P., TAGGED "ICE 12437" - NO REFERENCE
- ▲ INDICATES PD, 2" I.P., TAGGED "ICE 9800" IN LEU OF "ICE 30254" PER AMENDING MAP OF TR. NO. 02978-4, M.S. 230/98-08
- INDICATES PD, 2" I.P., TAGGED "LS 3317" PER A.S. 30/88-94, UNLESS OTHERWISE NOTED.
- INDICATES PD, 2" I.P., TAGGED "LS 2722" PER TR. NO. 7082, M.S. 95/89-83
- INDICATES PD, 2" I.P., TAGGED "LS 2882" PER AMENDING MAP OF TR. NO. 0375-1, M.S. 230/98-08
- INDICATES PD, MONUMENT AS NOTED. SET BY COUNTY SURVEYOR
- INDICATES PD, MONUMENT AS NOTED. SET BY HENRY BOMPER, L.S. 4933 PER UNRECORDED FIELD NOTES
- INDICATES SET 1" I.P., TAGGED "LS 5631"
- INDICATES BOUNDARY OF SUBJECT PROPERTY
- INDICATES SECTION LINES PER MONUMENTS SET BY HENRY BOMPER, L.S. 4933
- INDICATES SECTION LINES PER S.B.C. SURVEYOR MONUMENTS
- INDICATES FOUND MONUMENT AS DETAIL ON SHEET 2 OF 4
- [A] INDICATES RECORD DATA PER AMENDING MAP OF TRACT NO. 0375-1, M.S. 230/98-08
- [] INDICATES RECORD DATA PER A.S. 30/88-94

SURVEYOR'S NOTE

THE AMENDING SURVEY IS TO SHOW THE BOUNDARY OF SUBJECT PROPERTY IN RELATION TO MONUMENTS OF LONG STANDING USAGE AND ALTERNATIVE POSITIONS OF LINES AND POINTS AS SHOWN ON COUNTY RECORDS IN ACCORDANCE WITH SECTION 0706 OF THE LAND SURVEYOR'S ACT. THIS DATE OF EXPIRATION IS 9/30/92. LOT LINE AGREEMENTS SHOULD BE EXECUTED BY ADJACENT OWNERS TO PERFECT TITLE.

COUNTY SURVEYOR'S STATEMENT

THIS MAP CORRECTS THE BEARINGS AND DISTANCES OF THE LAND SURVEY MONUMENT 4-5-5-5 AND ORIENTS THE MONUMENT SURVEYOR'S ACT, AT THE REQUEST OF HARVEST DEVELOPMENT, INC. IN MAY, 1990.



SURVEYOR'S STATEMENT

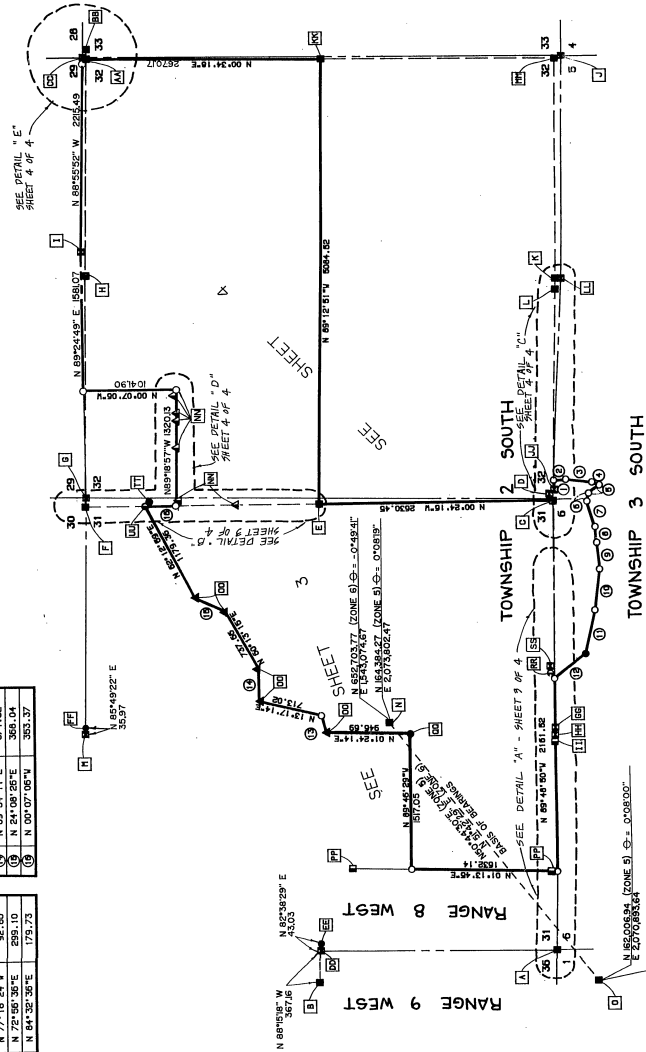
THIS MAP CORRECTS THE BEARINGS AND DISTANCES OF THE LAND SURVEY MONUMENT 4-5-5-5 AND ORIENTS THE MONUMENT SURVEYOR'S ACT, AT THE REQUEST OF HARVEST DEVELOPMENT, INC. IN MAY, 1990.

SURVEYOR'S NOTE

THE PURPOSE OF THE AMENDING MAP IS TO CORRECT THE ERROR IN THE DISTANCE ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 9 WEST OF THE SAN BERNARDINO MERIDIAN.

LINE DATA -	BEARINGS	DISTANCE
1	N 84°30'36"E	301.00
2	N 85°02'24"E	460.73
3	N 77°44'24"E	502.73
4	N 30°30'24"E	446.82
5	N 75°28'24"E	201.83
6	N 89°54'11"E	374.82
7	N 24°03'28"E	360.04
8	N 03°07'03"E	353.37

BASIS OF BEARINGS:
THE BEARINGS SHOWN HEREON ARE BASED ON THE LINE BETWEEN ORANGE COUNTY SURVEY MONUMENT 4-5-5-5 AND ORANGE COUNTY SURVEY MONUMENT 4-5-5-5 AND ORIENTED TO THE CALIFORNIA COORDINATE SYSTEM ZONE 6. THE BEARINGS BETWEEN "3-4-5" AND "AERO" FROM COORDINATES CONVERTED TO ZONE 5 IS NORTH 20°44'30" EAST.
ALL BEARINGS BASED ON MAD 27.



91-292210
FILED REQUEST OF
Harvest Development Co.
ON 10-11-1991
AT 2:57 PM
BOOK 91 PAGE 45/46
OF RECORD OF SURVEY
SAN BERNARDINO COUNTY RECORDS
FEE 17.00

5/66

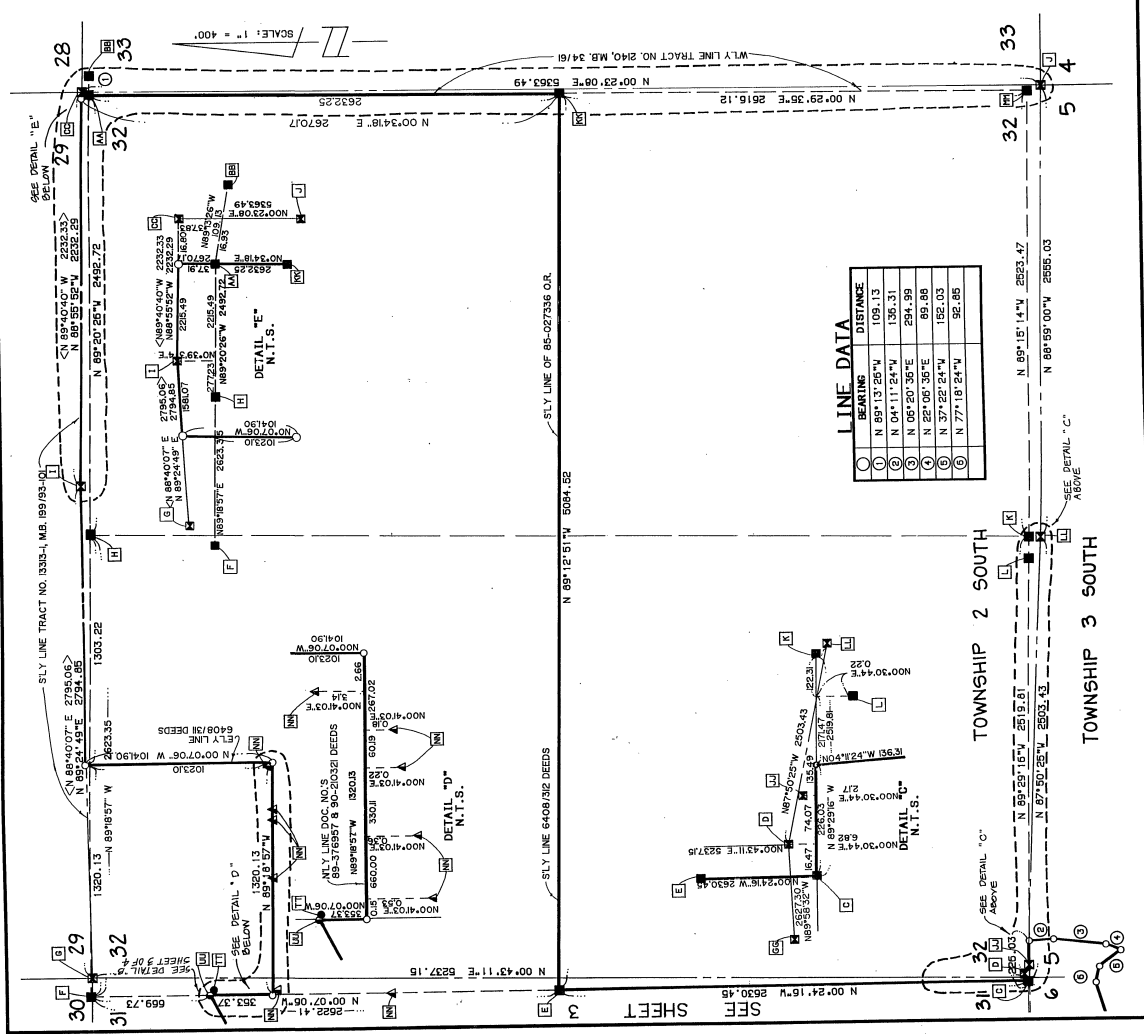
SHEET 4 OF 4

AMENDING RECORD OF SURVEY

BEING A PORTION OF SECTIONS 31, AND 32, IN TOWNSHIP 2 SOUTH, RANGE 8 WEST AND A PORTION OF SECTIONS 5 AND 6, TOWNSHIP 3 SOUTH, RANGE 8 WEST IN THE UNINCORPORATED TERRITORY OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA

THE KEITH COMPANIES
MARILYN BROOKS, L.S. 5631

- SYMBOLS LEGEND**
- ▲ INDICATES FD, 2" I.P., TAGGED "RCE 12437" - NO REFERENCE
 - ▲ INDICATES FD, 2" I.P., TAGGED "RCE 9890" IN LIEU OF "RCE 30954" PER AMENDING MAP OF TR. NO. 03794, M.B. 230/98-H
 - INDICATES FD, 2" I.P., TAGGED "LS 5317" PER R.S. 30/88-94, UNLESS OTHERWISE NOTED.
 - INDICATES FD, 2" I.P., TAGGED "LS 2722" PER TR. NO. 7062, M.B. 95/68-63
 - INDICATES FD, 2" I.P., TAGGED "LS 2802" PER AMENDING MAP OF TR. NO. 03794, M.B. 230/98-H
 - INDICATES FD, MONUMENT AS NOTED, SET BY COUNTY SURVEYORS
 - UNRECORDED FIELD NOTES
 - INDICATES SET 1" I.P., TAGGED "LS 5931"
 - INDICATES BOUNDARY OF SUBJECT PROPERTY
 - INDICATES SECTION LINES PER MONUMENTS SET BY HENRY SOAPER-L.S. 4933
 - INDICATES SECTION LINES PER S.D.C. SURVEYORS MONUMENTS
 - [A] INDICATES FOUND MONUMENT AS DETAILED ON SHEET 2 OF 4
 - [] INDICATES RECORD DATA PER AMENDING MAP OF TRACT NO. 03794, M.B. 230/98-H
 - [] INDICATES RECORD DATA PER R.S. 30/88-94
 - [] INDICATES RECORD DATA PER TRACT NO. 03854, M.B. 189/83-01



LINE DATA

POINT	BEARING	DISTANCE
1	N 89°13'25" W	109.13
2	N 04°11'24" W	136.31
3	N 00°20'36" E	294.99
4	N 25°05'36" E	89.89
5	N 37°22'24" W	192.03
6	N 77°18'24" W	92.85

9/6

9/6

15

85/100/38

RECORD OF SURVEY

SHEET 1 OF 4

BEING A PORTION OF SECTIONS 31 AND 32, IN TOWNSHIP 2 SOUTH, RANGE 8 WEST
AND A PORTION OF SECTIONS 5 AND 6, TOWNSHIP 3 SOUTH, RANGE 8 WEST,
IN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA.
THE KEITH COMPANIES MARILYN BROOKS, P.L.S. 5831

SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT, AT THE REQUEST OF THE AERJET GENERAL CORPORATION IN DECEMBER, 1993.

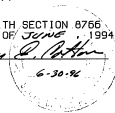
Marilyn Brooks June 29, 1994
MARILYN BROOKS, P.L.S. 5831
EXPIRATION DATE: 9/30/96



COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE LAND SURVEYOR'S ACT THIS 30th DAY OF June, 1994.

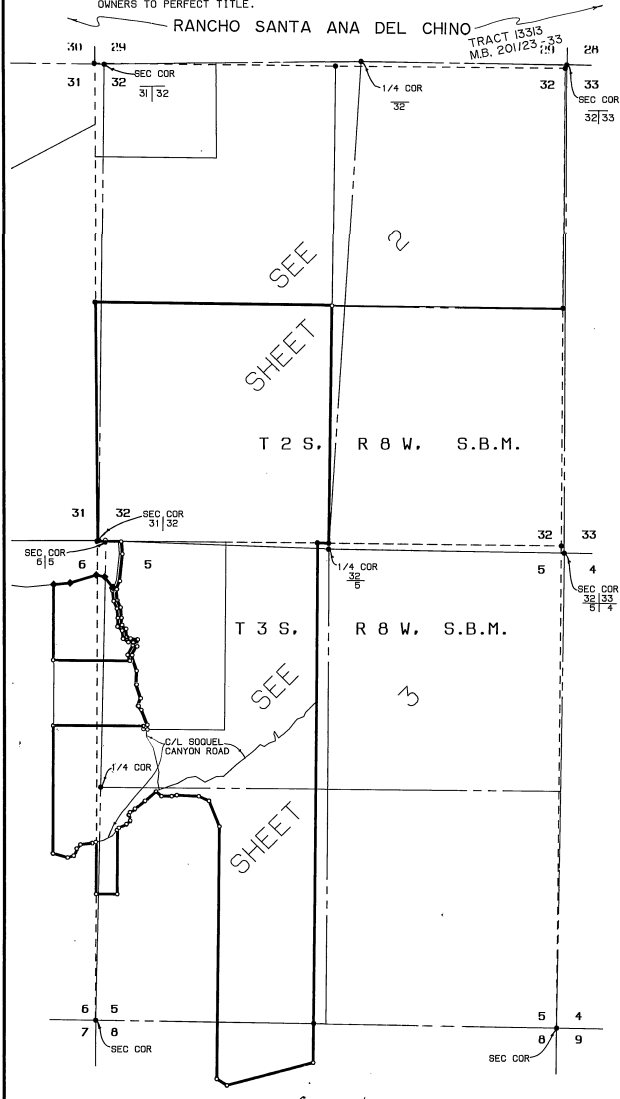
LARRY E. COTTON
COUNTY SURVEYOR
COUNTY OF SAN BERNARDINO
CALIFORNIA



SURVEYOR'S NOTE

THE PURPOSE OF THIS SURVEY IS TO ESTABLISH THE BOUNDARY LINES OF THE AERJET GENERAL PROPERTY IN SECTION 32, T 2 S., R 8 W., S.B.M., AND SECTIONS 5 & 6, T 3 S., R 8 W., S.B.M., IN RELATION TO MONUMENTS OF LONG STANDING USAGE AND ALTERNATIVE POSITIONS OF LINES AND POINTS AS SHOWN ON COUNTY RECORDS IN ACCORDANCE WITH SECTION 6762 (C) OF THE LAND SURVEYORS ACT.

BOUNDARY LINE AGREEMENTS SHOULD BE EXECUTED BY ADJACENT LAND OWNERS TO PERFECT TITLE.

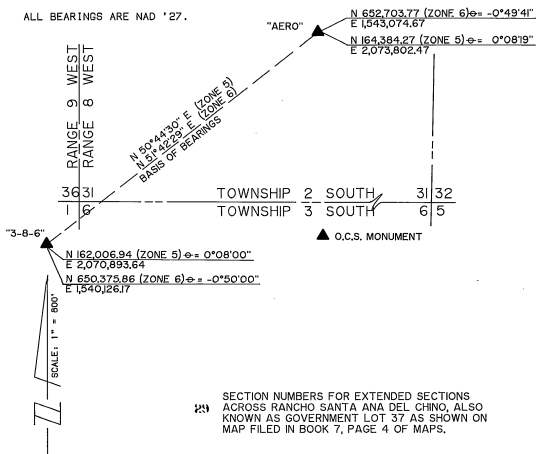


BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE LINE BETWEEN ORANGE COUNTY SURVEY MONUMENT "3-8-6" AND ORANGE COUNTY SURVEY MONUMENT "AERO", BEING NORTH 51°42'29" EAST COMPUTED FROM PUBLISHED COORDINATES IN THE CALIFORNIA COORDINATE SYSTEM ZONE 6, 1/11/75 DATUM.

THE BEARING BETWEEN "3-8-6" AND "AERO" FROM COORDINATES CONVERTED TO ZONE 5 IS NORTH 50°44'30" EAST.

ALL BEARINGS ARE NAD '27.



SECTION NUMBERS FOR EXTENDED SECTIONS ACROSS RANCHO SANTA ANA DEL CHINO, ALSO KNOWN AS GOVERNMENT LOT 37 AS SHOWN ON MAP FILED IN BOOK 7, PAGE 4 OF MAPS.

BOUNDARY CONTROL, & INDEX MAP

NOTE:
SEE SHEET 2 FOR LEGEND OF SYMBOLS AND LEGEND OF LINES.

94-295024

FILED REQUEST OF	The Aerojet General Corp.
ON	July 6, 1994
AT	9:52 AM
IN	
BOOK	100 PAGE 38/41
OF	Record of Survey
SAN BERNARDINO COUNTY RECORDER	
FEE	14.00

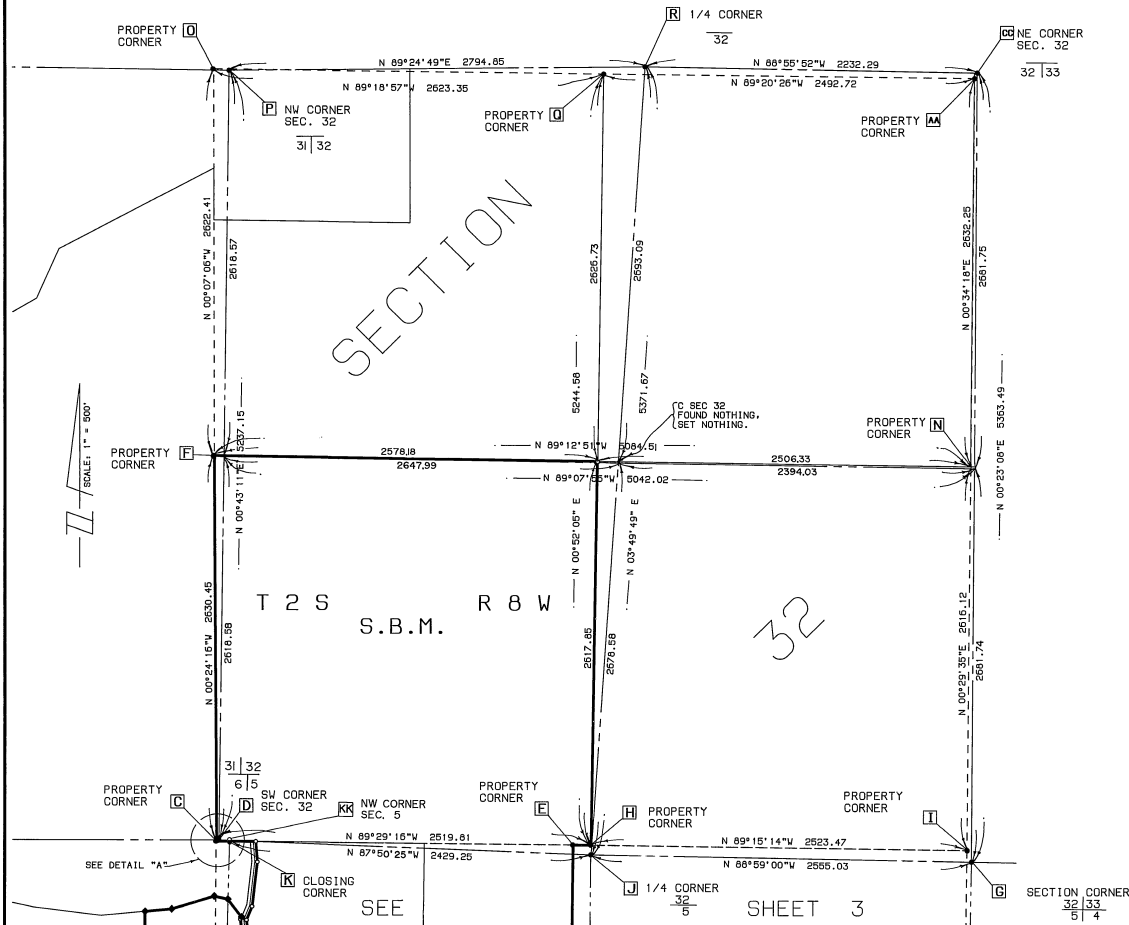
85/100/38

100/39

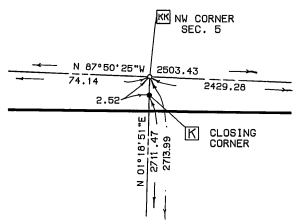
RECORD OF SURVEY

SHEET 2 OF 4

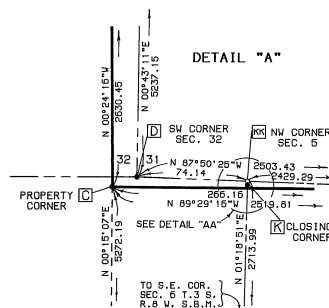
BEING A PORTION OF SECTIONS 31 AND 32, IN TOWNSHIP 2 SOUTH, RANGE 8 WEST
AND A PORTION OF SECTIONS 5 AND 6, TOWNSHIP 3 SOUTH, RANGE 8 WEST,
IN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA.
THE KEITH COMPANIES MARILYN BROOKS, P.L.S. 5631



DETAIL "AA"



DETAIL "A"



LEGEND OF SYMBOLS

- INDICATES FOUND MONUMENT AS NOTED ON SHEET 4.
- ◊ INDICATES SET 1" I.P. TAGGED "L.S. 5631".
- ◆ INDICATES FOUND 1" I.P. TAGGED "L.S. 5631" PER R.S. 99 / 3 - 6.
- PROPERTY LINES FOR AEROJET GENERAL CORPORATION PROPERTY.
- - - OTHER PROPERTY LINES.
- - - SECTION LINES.

NOTE: R.S. 99 / 3 - 6 IS AN AMENDED MAP OF R.S. 91 / 45 - 46.

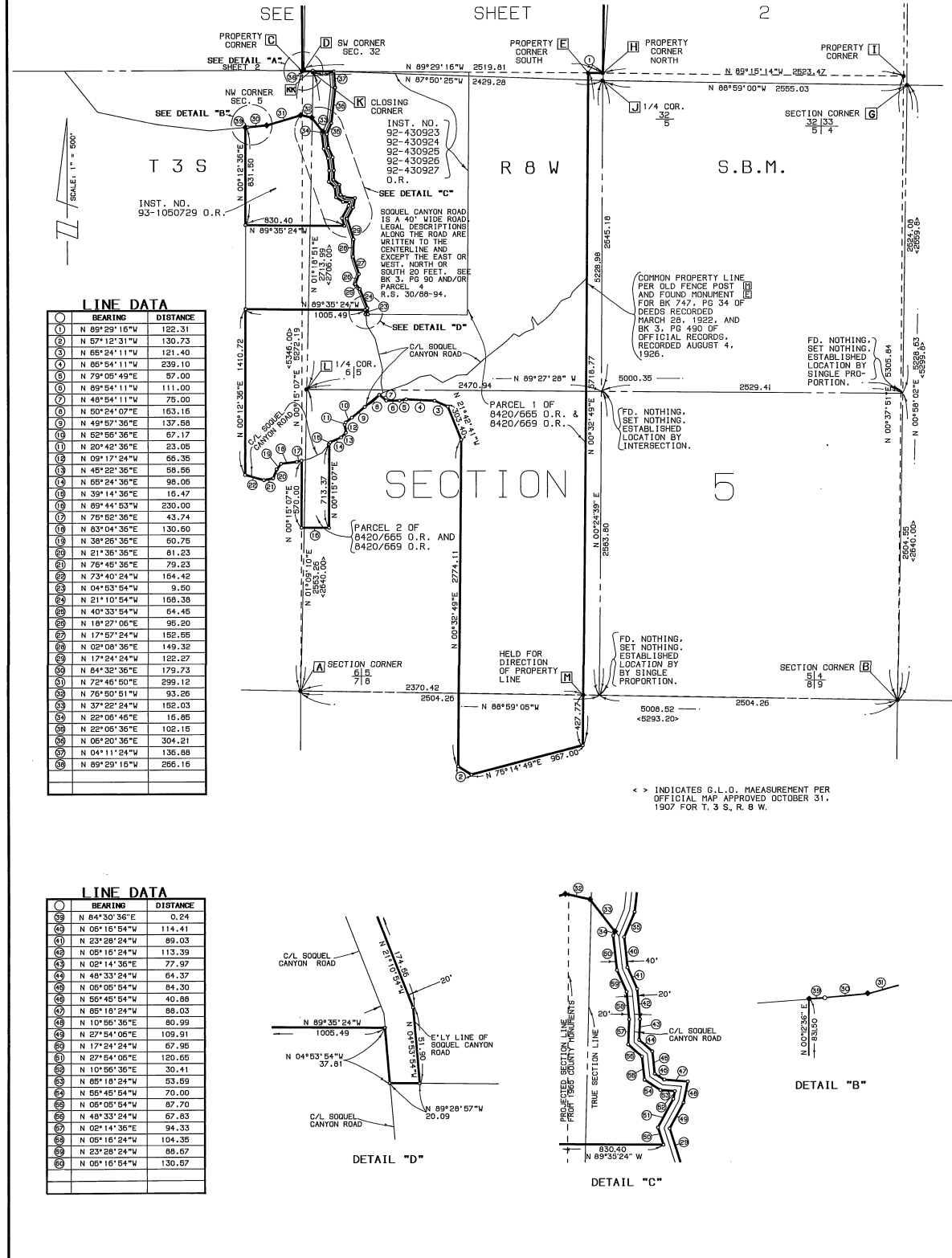
65/00

100/40

RECORD OF SURVEY

BEING A PORTION OF SECTIONS 31 AND 32, IN TOWNSHIP 2 SOUTH, RANGE 8 WEST
AND A PORTION OF SECTIONS 5 AND 6, TOWNSHIP 3 SOUTH, RANGE 8 WEST,
IN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA.

THE KEITH COMPANIES MARILYN BROOKS, P.L.S. 5631

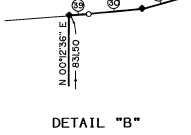
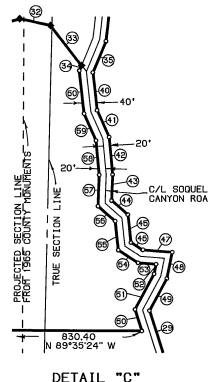
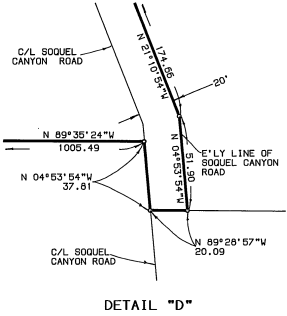


LINE DATA

LINE NO.	BEARING	DISTANCE
1	N 89°29'18"W	122.31
2	N 57°12'31"W	130.73
3	N 65°24'11"W	121.40
4	N 65°54'11"W	239.10
5	N 79°05'49"E	67.00
6	N 89°54'11"W	111.00
7	N 48°54'11"W	75.00
8	N 50°24'07"E	163.16
9	N 49°57'36"E	137.58
10	N 52°58'36"E	67.17
11	N 20°42'36"E	23.06
12	N 09°17'24"W	55.38
13	N 45°22'36"E	58.56
14	N 65°24'36"E	98.06
15	N 39°14'36"E	16.47
16	N 89°44'53"W	230.00
17	N 75°52'36"E	43.74
18	N 63°04'36"E	130.60
19	N 38°26'36"E	60.75
20	N 21°36'36"E	81.23
21	N 75°45'36"E	79.23
22	N 73°40'24"W	164.42
23	N 04°53'54"W	9.50
24	N 21°10'54"W	166.38
25	N 40°33'54"W	64.45
26	N 18°27'06"E	95.20
27	N 17°57'24"W	152.55
28	N 02°08'36"E	149.32
29	N 17°24'24"W	182.27
30	N 84°32'36"E	179.73
31	N 72°46'50"E	299.12
32	N 75°50'51"W	93.26
33	N 37°22'24"W	182.03
34	N 22°06'48"E	15.88
35	N 22°06'36"E	102.18
36	N 06°20'36"E	304.21
37	N 04°11'24"W	136.88
38	N 89°29'16"W	256.16

LINE DATA

LINE NO.	BEARING	DISTANCE
39	N 84°30'36"E	0.24
40	N 05°16'54"W	114.41
41	N 23°28'24"W	89.03
42	N 05°16'24"W	113.39
43	N 02°14'36"E	77.97
44	N 49°33'24"W	54.37
45	N 05°05'54"W	84.30
46	N 55°45'54"W	40.68
47	N 65°16'24"W	88.03
48	N 10°56'36"E	80.99
49	N 27°54'06"E	109.91
50	N 17°24'24"W	67.95
51	N 27°54'06"E	120.65
52	N 10°56'36"E	30.41
53	N 65°18'24"W	53.69
54	N 55°45'54"W	70.00
55	N 05°05'54"W	87.70
56	N 49°33'24"W	67.63
57	N 02°14'36"E	94.33
58	N 05°16'24"W	104.36
59	N 23°28'24"W	88.67
60	N 05°16'54"W	130.57



< > INDICATES G.L.O. MEASUREMENT PER OFFICIAL MAP APPROVED OCTOBER 31, 1907 FOR T. 3 S., R. 8 W.

11/1001

RECORD OF SURVEY

SHEET 4 OF 4

BEING A PORTION OF SECTIONS 31 AND 32, IN TOWNSHIP 2 SOUTH, RANGE 8 WEST
AND A PORTION OF SECTIONS 5 AND 6, TOWNSHIP 3 SOUTH, RANGE 8 WEST
IN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

THE KEITH COMPANIES

MARILYN BROOKS, L.S. 5831

MONUMENT NOTES

A FD 2" BRASS DISK STAMPED:



PER R.S. 85/85-80
ACCEPTED AS SW COR
SEC 5, T3S, R6W, SBM

D FD. 2" I.P., FLUSH, W/
BRASS DISK STAMPED:



SET AT ORIGINAL LOCATION
SANDSTONE SET BY E. HADLEY
IN 1872 PER UNRECORDED FIELD
NOTES OF H. SOAPER, LS 4933.
ACCEPTED AS SW COR SEC. 32,
T2S, R6W, SBM, PER R.S. 99/3-6

G FD 2" I.P., FLUSH, W/ BRASS DISK STAMPED:



SET AT ORIGINAL LOCATION OF SANDSTONE SET BY H.
HANDCOCK IN 1866; FD BY E. HADLEY IN 1872 PER
UNRECORDED FIELD NOTES OF H. SOAPER, LS 4933.
ACCEPTED AS SE COR SEC 32, T2S, R6W, SBM, AND
NE COR SEC 5, T3S, R6W, SBM, PER R.S. 84/83-85
AND R.S. 99/3-6.

B FD 2" I.P. W/ BRASS
DISK STAMPED:



PER R.S. 35/39-47
ACCEPTED AS SE COR
SEC 5, T3S, R6W, SBM

E FD. 1" I.P., UP 1.2"
W/ BRASS DISK STAMPED:



NOT ACCEPTED HEREON AS NORTH
1/4 COR SEC 5 PER R.S. 99/3-6.
ACCEPTED AS NW PROPERTY CORNER
PER BK 3, PG 490, O.R. AND
BK 747, PG 34 OF DEED RECORDS.

H FD 2" I.P., UP 0.3" W/ BRASS DISK STAMPED:



NOT ACCEPTED HEREON AS 1/4 SEC. COR., ACCEPTED AS
PROPERTY COR. PER R.S. 30/88-94 AND R.S. 99/3-6

I FD 2" I.P., UP 0.3", W/ S.B.CO. SURVEYORS TAG,
SET FOR SE COR SEC 32, T2S, R6W, SBM; NOT
ACCEPTED HEREON AS SEC COR. ACCEPTED AS PROPERTY
COR PER TRACT NO. 2140, H.B. 34/61, R.S. 64/53-65
AND R.S. 99/3-6

C FD 2" I.P. W/ BRASS
DISK STAMPED:



NOT ACCEPTED HEREON AS SEC.
COR. ACCEPTED AS PROPERTY
COR. PER R.S. 30/88-94
AND R.S. 99/3-6.

F FD. 3" I.P. UP 0.9"
W/ BRASS DISK STAMPED:



NOT ACCEPTED HEREON AS 1/4
SEC. COR. ACC. AS PROP. COR.
PER R.S. 30/88-94 AND R.S. 99/3-6

J FD 2" I.P., FLUSH, NO TAG. SET AT ORIGINAL
LOCATION OF SANDSTONE SET BY H. HANDCOCK IN
1866 AND LOCATED BY E. HADLEY IN 1872 PER
UNRECORDED FIELD NOTES OF H. SOAPER, LS 4933.
ACCEPTED AS THE S 1/4 COR SEC 32, T2S, R6W, SBM
PER R.S. 99/3-6. ALSO ACCEPTED HEREON AS N 1/4
COR T3S, R6W, SBM. SET BRASS CAP STAMPED:



K FD. 1" I.P., DN. 0.4". NO TAG. SET AT ORIGINAL
LOCATION OF STONE SET BY JOHN C. RICE IN 1894 AS
CLOSING CORNER OF SEC. 6, T.3S, R.6W, SBM BY
HENRY SOAPER, PER UNRECORDED FIELD NOTES OF
HENRY SOAPER, L.S. 4933, NOT ACCEPTED HEREON,
PER R.S. 99/3-6

M SET 2" I.P. W/BRASS DISK STAMPED:



ESTABLISHED AT THE INTERSECTION OF
THE TRUE WEST LINE OF THE N.W. 1/4
SEC. 5, T.3S, R.6W, SBM AND THE TRUE
SOUTH LINE OF THE S.W. 1/4 SEC. 32,
T.2S, R.6W

O FD. 2" I.P., FLUSH,
W/BRASS DISK STAMPED:



NOT ACCEPTED HEREON AS SEC.
COR., ACCEPTED AS PROPERTY
COR. PER R.S. 30/88-94 AND
99/3-6.

Q FD. 1" I.P., UP 0.7"
W/BRASS DISK STAMPED:



NOT ACCEPTED HEREON AS 1/4
SEC. COR. ACCEPTED AS
PROPERTY COR. PER R/S 99/3-6.

L FD 2" I.P., NO TAG, PER R.S. 85/85-80.
ACCEPTED AS WEST 1/4 COR SEC 5,
T3S, R6W, SBM. SET BRASS CAP STAMPED:



P FD. 2" I.P., UP 0.5",
W/BRASS DISK STAMPED:



SET AT ORIGINAL LOCATION OF
SANDSTONE SET BY E. HADLEY
IN 1872, PER UNRECORDED FIELD
NOTES OF H. SOAPER, LS 4933
AND TR. NO. 1331-1, H.B.
199/93-101. ACC. AS NE COR.
SEC. 31, T2S, R6W, SBM, PER
R.S. 99/3-6.

R FD. 2" I.P., UP 0.1",
W/BRASS DISK STAMPED:



SET AT ORIGINAL LOCATION OF
GRANITE BOULDER SET BY E. HADLEY
IN 1872, PER UNRECORDED FIELD
NOTES OF H. SOAPER, LS 4933
AND TR. NO. 1331-1, H.B.
199/93-101. ACCEPTED AS N 1/4
COR. SEC. 32, T2S, R6W, SBM, PER
R.S. 99/3-6.

AA FD. 1" I.P., UP 0.6" W/S.B.C. SURVEYOR'S
TAG SET FOR N.E. CORNER SECTION 32, T2S,
R6W, SBM. NOT ACCEPTED HEREON AS SECTION
CORNER. ACCEPTED AS PROPERTY CORNER PER
TR. NO. 2140, H.B. 34/61, R.S. 64/53-65,
AND R.S. 99/3-6.

CC FD. 2" I.P., FLUSH, W/UNSTAMPED, CENTER
PUNCHED BRASS DISK, SET AT ORIGINAL
LOCATION OF GRANITE STONE SET BY E. HADLEY
IN 1872, PER UNRECORDED FIELD NOTES OF
HENRY SOAPER, L.S. 4933, ACCEPTED AS
N.E. CORNER OF SECTION 32, T2S, R6W, SBM,
PER R.S. 99/3-6.

HH FD. OLD 4"x4" FENCE POST
BURNED AND CHARRED, NO
VISIBLE MARKINGS, PER
COUNTY FIELD BOOK 403/66
NOT ACCEPTED HEREON AS SOUTH
1/4 COR SEC 5, HELD FOR
DIRECTION OF N-S PROPERTY LINE.
PARCEL 1, BK 8420, PG 665, AND
BK 8420, PG 665, D.S., AND
BK 747, PG 34 OF DEED RECORDS.

11/1001

Attachment 3

Summary and Explanation of Encumbrances

MONETARY LIENS

Note: Any deeds of trust or other monetary lien(s) must be released or subordinated to the Conservation Easement by a recorded Subordination Agreement approved by the Signatory Agencies.

- Preliminary Report Exception or Exclusion #: **2**
- Amount or Obligation secured: ***Variable Depending on Housing Development***
- Term: ***Due prior to issuance of Residential Building Permit***
- Date: ***March 11, 1987***
- Trustor: ***Property Owner***
- Trustee: ***County of San Bernardino***
- Beneficiary: ***County of San Bernardino***
- Description: ***Not Applicable to Bank. This is a special tax on the parcel that is only triggered if site is developed with residential uses. Tied to future residential development on all parcels within the Soquel Canyon, Rincon and Woodview Community Facilities District No. 5 in San Bernardino County.***

306 acres of Bank Property subject to lien

7 acres of Bank Property *not* subject to lien

- Preliminary Report Exception or Exclusion #: **3**
- Amount or Obligation secured: ***None***
- Term: ***None***
- Date: ***None***
- Trustor: ***Property Owner***
- Trustee: ***County of San Bernardino***
- Beneficiary: ***County of San Bernardino***
- Description: ***Supplemental taxes, if any. No outstanding supplemental taxes owed on subject property. This exception has no effect on the Bank Property.***

306 acres of Bank Property subject to lien

7 acres of Bank Property *not* subject to lien

EASEMENTS AND RIGHTS OF WAY

- Preliminary Report Exception or Exclusion #: **15**
- Date: **February 26, 2002**
- Grantor:
- Grantee: **Oakcrest Community Association**
- Holder (if different from Grantee):
- Description: **Fuel modification zone**
- Analysis: ***This easement allows for fuel reduction activities including vegetation removal to occur in the northeastern most corner of the Bank Property. This area has been excluded from crediting, and will have no effect any of the rehabilitation/restoration areas within the Bank Property. This fuel management easement will not conflict with the purposes or proposed actions associated with the Bank Property.***

4.88 acres of Bank Property subject to easement

308.12 acres of Bank Property *not* subject to easement

- Preliminary Report Exception or Exclusion #: **14**
- Date: **January 16, 1930**
- Grantor: **Joseph and Anna Sweeny**
- Grantee: **Chino Land and Water Company**
- Holder (if different from Grantee):
- Description: **40-foot Easement for Public Road**
- Analysis: ***This easement covers the existing dirt road that traverses the Bank Property. This easement is for a road along the alignment of the existing dirt road that traverses the Bank Property. This road accesses private property at both ends and through access is ultimately restricted by the Aerojet Property to the east. The area subject to this easement has been excluded from crediting and this easement is not expected to have an effect on the biological resources of the Bank Property. This easement will not conflict with the purposes or proposed actions associated with the Bank Property.***

0.63 acres of Bank Property subject to easement

312.37 acres of Bank Property *not* subject to easement

- Preliminary Report Exception or Exclusion #: **8**
- Date: **December 1, 1925**
- Grantor: **Joseph and Anna Sweeny**
- Grantee: **Chino Land and Water Company**

- Holder (if different from Grantee):
- Description: *20-foot Easement for Public Road*
- Analysis: *This easement covers the existing dirt road that traverses the Bank Property. This easement is for a road along the alignment of the existing dirt road that traverses the Bank Property. This road accesses private property at both ends and through access is ultimately restricted by the Aerojet Property to the east. The area subject to this easement has been excluded from crediting and this easement is not expected to have an effect on the biological resources of the Bank Property. This easement will not conflict with the purposes or proposed actions associated with the Bank Property.*

0.63 acres of Bank Property subject to easement

312.37 acres of Bank Property *not* subject to easement

- Preliminary Report Exception or Exclusion #: **9**
- Date: *December 16, 1959*
- Grantor: *Stender Sweeney, et. al*
- Grantee: *Southern California Edison Company*
- Holder (if different from Grantee):
- Description: *150-foot Easement for Utility Lines*
- Analysis: *This easement is for an existing utility line that crosses the southwestern corner of the Bank Property. This high-voltage powerline crosses the property across the ridge that borders the Bank Property and the Chino Hills State Park. The line is located high above the existing ground elevation and is unlikely to result in any future vegetation clearing except for the area immediately surrounding the single tower and access road which are within this easement. This easement has been excluded from crediting, and activities within this easement are not expected to effect the biological values of the Bank Property. This easement will not conflict with the purposes or proposed actions associated with the Bank Property.*

5.01 acres of Bank Property subject to easement

307.99 acres of Bank Property *not* subject to easement

- Preliminary Report Exception or Exclusion #: **10**
- Date: *March 27, 1979*
- Grantor: *Stender Sweeney, et. al*
- Grantee: *The Pacific Telephone and Telegraph Company*

- Holder (if different from Grantee):
- Description: ***40-foot Easement for Telephone, Telegraph and Communication Systems***
- Analysis: ***This easement traverses the Bank Property within the same footprint as the dirt road discussed above. There are existing telephone poles and lines running along the existing dirt road within this easement. Maintenance of these poles and lines will have no effect on adjacent vegetation or biological resources. This easement will not conflict with the purposes or proposed actions associated with the Bank Property.***

1.26 acres of Bank Property subject to easement

311.74 acres of Bank Property *not* subject to easement

LEASES

There are no leases that encumber the Bank Property.

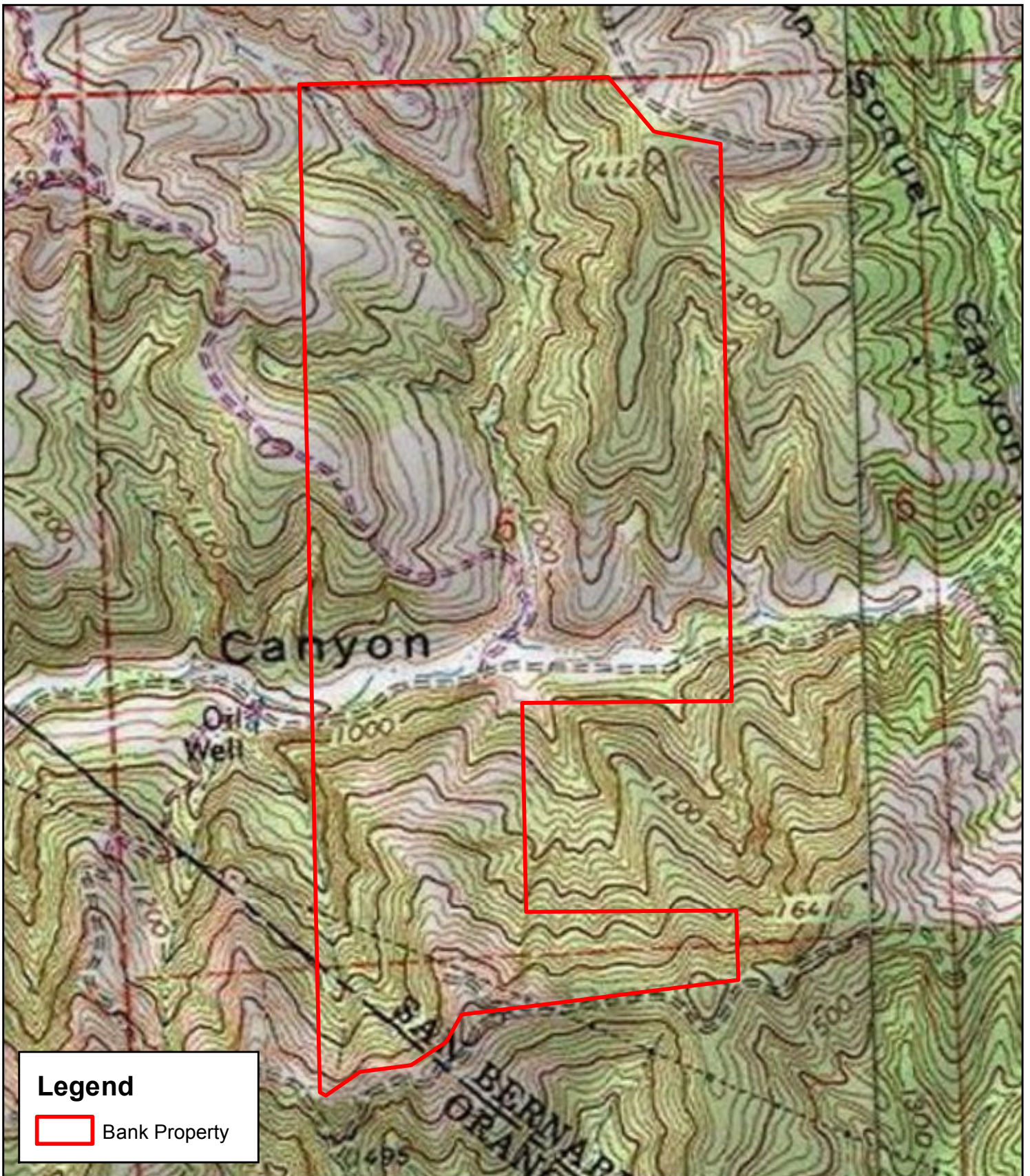
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS

No CCRs encumber the Bank Property.

OTHER INTERESTS (INCLUDING MINERAL OR OTHER SEVERED INTERESTS)

The Bank Property's mineral, water and all other interests are intact.

Attachment 4
Map



Legend


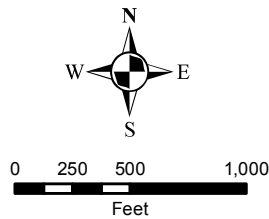
 Bank Property

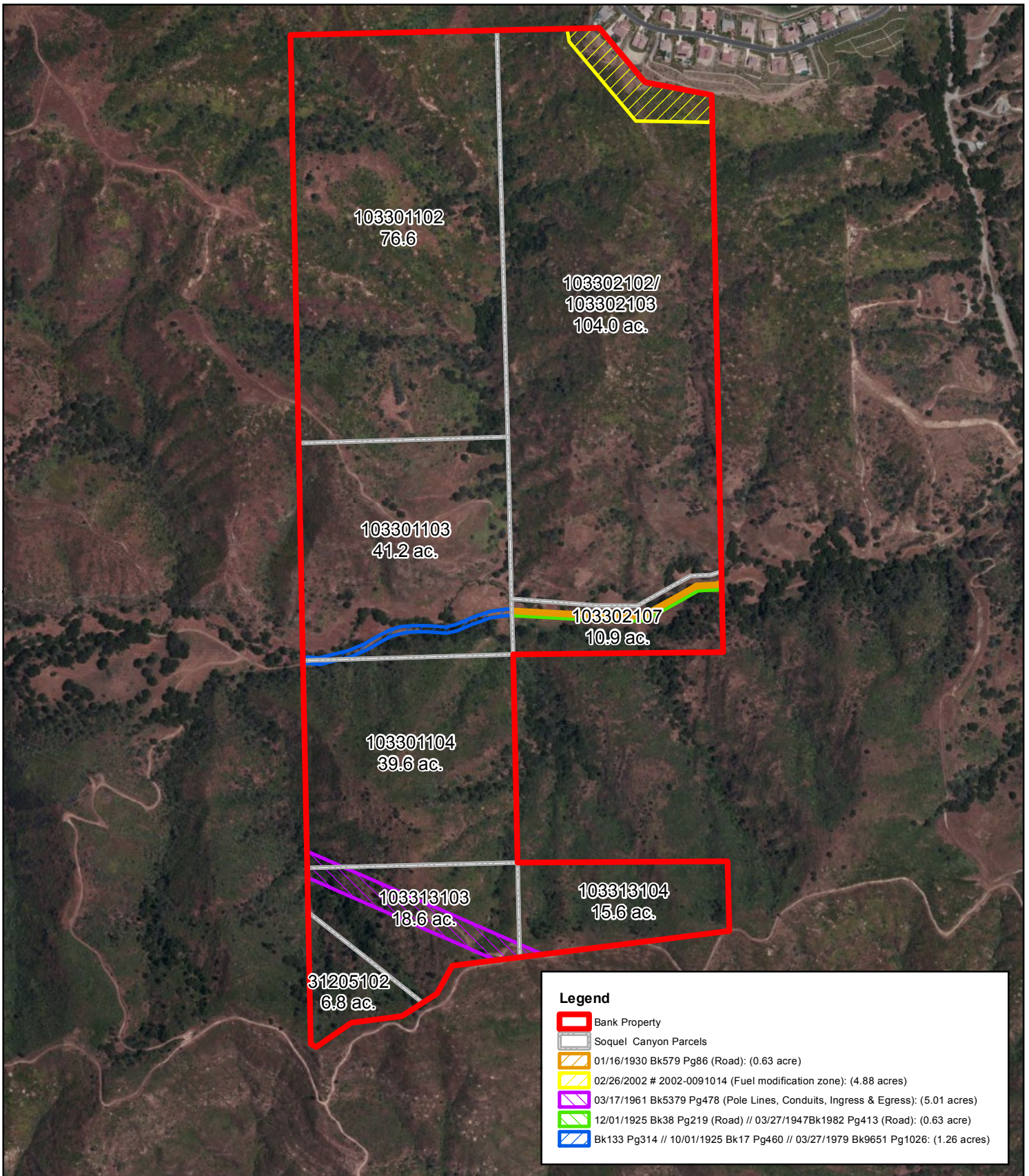
Figure A.2 Map of Bank Property

Soquel Canyon
 Mitigation/Conservation Bank
 San Bernardino and Orange Counties, CA



Date: August 2011
 Map By: Sundaran Gillespie
 Basemap: USGS 7.5' Topo

9L<# #19!' .

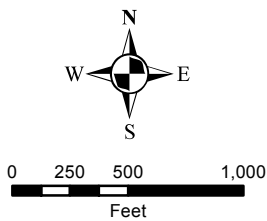


Legend

- Bank Property
- Soquel Canyon Parcels
- 01/16/1930 Bk579 Pg86 (Road): (0.63 acre)
- 02/26/2002 # 2002-0091014 (Fuel modification zone): (4.88 acres)
- 03/17/1961 Bk5379 Pg478 (Pole Lines, Conduits, Ingress & Egress): (5.01 acres)
- 12/01/1925 Bk38 Pg219 (Road) // 03/27/1947Bk1982 Pg413 (Road): (0.63 acre)
- Bk133 Pg314 // 10/01/1925 Bk17 Pg460 // 03/27/1979 Bk9651 Pg1026: (1.26 acres)

Easements within the Bank Property

Soquel Canyon
 Mitigation/Conservation Bank
 San Bernardino and Orange Counties, CA



Date: Dec 2013
 Map By: SG
 Basemap: ESRI Imagery

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9L<=6 #19!(

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

Riverside Land Conservancy
4075 Mission Inn Avenue
Riverside, CA 92501

Space Above Line for Recorder's Use Only

**CONSERVATION EASEMENT
SOQUEL CANYON MITIGATION BANK**

THIS CONSERVATION EASEMENT ("Conservation Easement") is made as of the _____ day of _____, 20____, by Land Veritas I, LLC, a California limited liability company ("Grantor"), in favor of Riverside Land Conservancy, a California non-profit public benefit corporation ("Grantee"), with reference to the following facts:

RECITALS

A. Grantor is the sole owner in fee simple of certain real property containing approximately 313 acres, 306 acres of which are located in the City of Chino Hills, County of San Bernardino, designated Assessor's Parcel Numbers 1033-021-07, 1033-131-04, 1033-011-02, 1033-011-03, 1033-011-04, 1033-131-03, 1033-021-03, 1033-021-02 and 7 acres are located in unincorporated Orange County, State of California, designated Assessor's Parcel Number 312-051-02 (the "Bank Property"). The Bank Property is legally described and depicted in **Exhibit A** attached to this Conservation Easement and incorporated in it by this reference.

B. The Bank Property possesses wildlife and habitat values of great importance to Grantee, the people of the State of California and the people of the United States. The Bank Property will contain California black walnut woodlands, oak woodlands, perennial grasslands, coastal sage scrub and enhanced and rehabilitated jurisdictional waters of the United States, Waters of the State, and Buffers. Individually and collectively, these wildlife and habitat values comprise the "Conservation Values" of the Bank Property.

C. The California Department of Fish and Wildlife ("CDFW") has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of these species pursuant to California Fish and Game Code Section 1802. CDFW also has jurisdiction over waters of the State pursuant to §§ 1600-1616 of the Fish and Game Code and other provisions of state law.

D. The Santa Ana Regional Water Quality Control Board ("RWQCB") has jurisdiction over waters of the State pursuant to the Porter-Cologne Water Quality Control Act.

E. The U.S. Environmental Protection Agency ("USEPA") and U.S. Army Corps of Engineers ("USACE") have jurisdiction over waters of the United States pursuant to the federal Clean Water Act, 33 U.S.C. Section 1251, *et seq.*

F. Grantee is authorized to hold this Conservation Easement pursuant to California Civil Code Section 815.3 and Government Code Section 65965. Specifically, Grantee is (i) a tax-exempt nonprofit organization qualified under section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and qualified to do business in California; (ii) a "qualified organization" as defined in section 170(h) (3) of the Internal Revenue Code; and (iii) an organization which has as its primary and principal purpose and activity the protection and preservation of natural lands or resources in its natural, scenic, agricultural, forested, or open space condition or use.

G. This Conservation Easement is granted pursuant to the Bank Enabling Instrument (the "BEI"), by and between Land Veritas Corp, Land Veritas I, LLC, and RWQCB, CDFW, USACE, and USEPA, entered into concurrently with this Conservation Easement, and the Bank Development Plan and Interim Management Plan (the "Development Plan"), and the Long-Term Management Plan (the "Management Plan") created under the BEI. CDFW, RWQCB, USACE, and USEPA are together referred to in this Conservation Easement as the "Signatory Agencies."

A final, approved copy of the BEI, the Development Plan and the Management Plan, and any amendments thereto approved by the Signatory Agencies, shall be kept on file at the respective offices of the Signatory Agencies. If Grantor, or any successor or assign, requires an official copy of the BEI, the Development Plan or the Management Plan, it should request a copy from one of the Signatory Agencies at its address for notices listed in Section 13 of this Conservation Easement.

The BEI, the Development Plan and the Long-term Management Plan are incorporated by this reference into this Conservation Easement as if fully set forth herein.

H. All section numbers referred to in this Conservation Easement are references to sections within this Conservation Easement, unless otherwise indicated.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the laws of the United States and the State of California, including California Civil Code Section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a Conservation Easement in perpetuity over the Bank Property.

1. Purposes. The purposes of this Conservation Easement are to ensure that the Bank Property will be retained forever in its natural, enhanced, and rehabilitated state as contemplated by the BEI, the Development Plan, and the Management Plan, and to prevent any use of the Bank Property that will impair or interfere with the Conservation Values of the Bank Property. Grantor intends that this Conservation Easement will confine the use of the Bank Property to activities that are consistent with such purposes, including, without limitation, those involving the enhancement and rehabilitation of native species and their habitats implemented in accordance with the BEI, the Development Plan and the Management Plan.

2. Grantee's Rights. To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee:

(a) To preserve and protect the Conservation Values of the Bank Property.

(b) To enter the Bank Property at reasonable times and with advance notice to the Grantor, in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, the BEI, the Development Plan and the Management Plan, subject to the terms and conditions set forth herein.

(c) To prevent any activity on or use of the Bank Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Bank Property that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement.

(d) To require that all mineral, air and water rights as Grantee deems necessary to preserve and protect the biological resources and Conservation Values of the Bank Property shall remain a part of and be put to beneficial use upon the Bank Property, consistent with the purposes of this Conservation Easement.

(e) All present and future development rights appurtenant to, allocated, implied, reserved or inherent in the Bank Property; are hereby terminated and extinguished by Grantor, and may not be used on or transferred to any portion of the Bank Property, nor any other property adjacent or otherwise.

3. Prohibited Uses. Any activity on or use of the Bank Property that is inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses and activities are expressly prohibited:

(a) Unseasonable watering; use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals; weed abatement activities; incompatible fire protection activities; and any and all other activities and uses which may impair or interfere with the purposes of this Conservation Easement, except for exotic species

control and fuels management activities as specifically provided in the Development Plan and Management Plan.

(b) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways, except for as may be required to carry out the activities as specifically provided in the Development Plan and Management Plan.

(c) Agricultural activity of any kind.

(d) Recreational activities, including, but not limited to, horseback riding, biking, hunting or fishing except for personal, non-commercial, recreational activities of the Grantor, so long as such activities are consistent with the purposes of this Conservation Easement and specifically provided for in the Management Plan. Notwithstanding the foregoing, signs that are constructed by Grantee in furtherance of the purpose of this Conservation Easement shall be permissible.

(e) Industrial, residential, or institutional uses.

(f) Any legal or de facto division, subdivision or partitioning of the Bank Property.

(g) Construction, reconstruction, erecting or placement of any building, billboard or sign, or any other structure or improvement of any kind, except for "No Trespassing" signs, fencing and gates as specifically provided in the Development Plan or Management Plan.

(h) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials.

(i) Planting, introduction or dispersal of non-native or exotic plant or animal species.

(j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extracting minerals, loam, soil, sand, gravel, rock or other material on or below the surface of the Bank Property, or granting or authorizing surface entry for any of these purposes.

(k) Altering the surface or general topography of the Bank Property, including but not limited to any alterations to habitat, building roads or trails, paving or otherwise covering the Bank Property with concrete, asphalt or any other impervious material except for those habitat management activities specified in the Development Plan or Management Plan.

(l) Removing, destroying, or cutting of trees, shrubs or other vegetation, except as required by law for (i) fire breaks, (ii) maintenance of existing foot trails or roads, or (iii) prevention or treatment of disease; and except for exotic species, habitat and fuels management activities as specifically provided in the Development

Plan or Management Plan.

(m) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Bank Property, and any activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters, except for habitat restoration and maintenance activities as specifically provided in the Development Plan or Management Plan.

(n) Without the prior written consent of Grantee, which Grantee may withhold, transferring, encumbering, selling, leasing, or otherwise separating the mineral, air or water rights from the Bank Property; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water necessary to preserve and protect the biological resources and Conservation Values of the Bank Property and historically used on or otherwise appurtenant to the Bank Property, including but not limited to: (i) riparian water rights; (ii) appropriative water rights; (iii) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Bank Property; and (iv) any water from wells that are in existence or may be constructed in the future on the Bank Property.

(o) Engaging in any use or activity that may violate, or may fail to comply with, relevant federal, state, or local laws, regulations, or policies applicable to Grantor, the Bank Property, or the use or activity in question.

4. Grantor's Duties. Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Bank Property or that are otherwise inconsistent with this Conservation Easement. In addition, Grantor shall undertake all necessary actions to perfect and defend Grantee's rights under Section 2 of this Conservation Easement, and to observe and carry out the obligations of property owner under the BEI, the Development Plan and the Management Plan.

5. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from Grantor's ownership of the Bank Property, including the right to engage in or permit or invite others to engage in all uses of the Bank Property that are not prohibited or limited by, and are consistent with the purposes of, this Conservation Easement.

6. Grantee's Duties.

(a) To ensure that the purposes of this Conservation Easement as described in Section 1 are being accomplished, Grantee and its successors and assigns shall:

(1) Perform a compliance monitoring inspection of the Bank

Property semi-annually; and

(2) Prepare a report on the results of the annual compliance monitoring inspection, and provide these reports to the Signatory Agencies on an annual basis.

(b) In the event that the Grantee's interest in this easement is held by, reverts to, or is transferred to the State of California, Section 6(a) shall not apply.

7. Grantee's Remedies. If Grantee determines that a violation of this Conservation Easement has occurred or circumstances exist that Grantee determines, in its reasonable discretion, will result in a violation of this Conservation Easement, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation ("Notice of Violation"). If Grantor fails to cure the violation within thirty (30) days after receipt of a Notice of Violation, or if the cure reasonably requires more than thirty (30) days to complete and Grantor fails to begin the cure within the thirty (30)-day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction for any or all of the following: to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Bank Property; to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; to pursue any other legal or equitable relief, including but not limited to, the restoration of the Bank Property to the condition in which it existed prior to any violation or injury; or to otherwise enforce this Conservation Easement. Without limiting the liability of Grantor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Bank Property.

If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate injury to the Conservation Values of the Bank Property, Grantee may pursue its remedies under this Conservation Easement without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of this Conservation Easement.

Grantor agrees that Grantee's remedies at law for any violation of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to the remedies set forth in California Civil Code Section 815, *et seq.* The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from taking such action at a later time.

(a) Costs of Enforcement. All costs incurred by Grantee, where Grantee is the prevailing party, in enforcing the terms of this Conservation Easement against Grantor, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by negligence or breach of this Conservation Easement, shall be borne by Grantor.

(b) Grantee's Discretion. Enforcement of the terms of this Conservation Easement by Grantee shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any rights of Grantee under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

(c) Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Bank Property resulting from (i) any cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, criminal or terrorist acts, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Bank Property resulting from such causes; or (ii) acts by Grantee or its employees.

(d) Enforcement; Standing. All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by the Third-Party Beneficiaries (as defined in Section 14(m)). These enforcement rights are in addition to, and do not limit, the rights of enforcement under the BEI, the Development Plan or the Management Plan. If at any time in the future Grantor uses, allows the use, or threatens to use or allow use of, the Bank Property for any purpose that is inconsistent with or in violation of this Conservation Easement then, despite the provisions of California Civil Code Section 815.7, the California Attorney General and the Third-Party Beneficiaries each has standing as an interested party in any proceeding affecting this Conservation Easement.

(e) Notice of Conflict. If Grantor receives a Notice of Violation from Grantee or a Third-Party Beneficiary with which it is impossible for Grantor to comply consistent with any prior uncured Notice(s) of Violation, Grantor shall give written notice of the conflict (hereinafter "Notice of Conflict") to the Grantee and Third-Party Beneficiaries. In order to be valid, a Notice of Conflict shall be given within fifteen (15) days of the date Grantor receives a conflicting Notice of Violation, shall include copies of the conflicting Notices of Violation, and shall describe the conflict with specificity, including how the conflict makes compliance with the uncured Notice(s) of Violation impossible. Upon issuing a valid Notice of Conflict, Grantor shall not be required to comply with the conflicting Notices of Violation until such time as the entity or entities issuing said conflicting Notices of Violation issue(s) revised Notice(s) of Violation that resolve the conflict. Upon receipt of a revised Notice of Violation, Grantor shall comply

with such notice within the time period(s) described in the first grammatical paragraph of this Section. The failure of Grantor to issue a valid Notice of Conflict within fifteen (15) days of receipt of a conflicting Notice of Violation shall constitute a waiver of Grantor's ability to claim a conflict.

(f) Reversion. If the Signatory Agencies determine that Grantee is not holding, monitoring or managing this Conservation Easement for conservation purposes in the manner specified in this Conservation Easement or in the BEI, the Development Plan or the Management Plan then, pursuant to California Government Code Section 65967(e), this Conservation Easement shall revert to the State of California, or to another public agency or nonprofit organization qualified pursuant to Civil Code Section 815.3 and Government Code Section 65967(e) (and any successor or other provision(s) then applicable) and approved by the Signatory Agencies.

8. Access. This Conservation Easement does not convey a general right of access to the public.

9. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Bank Property. Grantor agrees that neither Grantee nor Third-Party Beneficiaries shall have any duty or responsibility for the operation, upkeep or maintenance of the Bank Property, the monitoring of hazardous conditions on it, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Bank Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals required for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency laws, statutes, ordinances, rules, regulations, orders and requirements.

(a) Taxes; No Liens. Grantor shall pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Bank Property by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor shall keep the Bank Property free from any liens (other than a security interest that is expressly subordinated to this Conservation Easement, as provided in Section 14(k)), including those arising out of any obligations incurred by Grantor for any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Bank Property.

(b) Hold Harmless.

(1) Grantor shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Grantee Indemnified Party" and collectively, "Grantee's Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Bank Property, regardless of cause, except that this indemnification shall be inapplicable to any Claim due solely to the negligence of Grantee or any of its employees; (ii) the obligations specified in Sections 4, 9 and 9(a); and (iii) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the Grantee's Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Grantee's Indemnified Party.

(2) Grantor shall hold harmless, protect and indemnify Third-Party Beneficiaries and their respective directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Third-Party Beneficiary Indemnified Party" and collectively, "Third-Party Beneficiary Indemnified Parties") from and against any and all Claims arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Bank Property, regardless of cause and (ii) the existence or administration of this Conservation Easement. *Provided, however,* that the indemnification in this Section 9(b)(2) shall be inapplicable to a Third-Party Beneficiary Indemnified Party with respect to any Claim due solely to the negligence of that Third-Party Beneficiary Indemnified Party or any of its employees. If any action or proceeding is brought against any of the Third-Party Beneficiary Indemnified Parties by reason of any Claim to which the indemnification in this Section 9(b)(2) applies, then at the election of and upon written notice from the Third-Party Beneficiary Indemnified Party, Grantor shall defend such action or proceeding by counsel reasonably acceptable to the applicable Third-Party Beneficiary Indemnified Party or reimburse the Third-Party Beneficiary Indemnified Party for all charges incurred for services of the California Attorney General or the U.S. Department of Justice in defending the action or proceeding.

(c) Extinguishment. If circumstances arise in the future that render the preservation of Conservation Values, including wetland functions and values, or other purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

(d) Condemnation. Pursuant to Code of Civil Procedure section 1240.055, this Conservation Easement is “property appropriated to public use,” as used in Article 6 (commencing with section 1240.510) and Article 7 (commencing with section 1240.610) of Chapter 3 of Title 7 of the Code of Civil Procedure. A person authorized to acquire property for public use by eminent domain shall seek to acquire the Bank Property, if at all, *only* as provided in Code of Civil Procedure section 1240.055. CDFW is a public entity that imposed conditions on approval of a project that were satisfied, in whole or in part, by this Conservation Easement. If any person seeks to acquire the Bank Property for public use, Grantee shall provide notice to CDFW and other Signatory Agencies and comply with all obligations of the holder of a conservation easement under Code of Civil Procedure section 1240.055. If the Conservation Easement is condemned, the net proceeds from the condemnation shall be used in compliance with Government Code section 65966(j).

10. Transfer of Conservation Easement or Bank Property.

(a) Conservation Easement. This Conservation Easement may be assigned or transferred by Grantee upon written approval of the Signatory Agencies, which approval shall not be unreasonably withheld or delayed, but Grantee shall give Grantor and the Signatory Agencies at least sixty (60) days prior written notice of the proposed assignment or transfer. Grantee may assign or transfer its rights under this Conservation Easement only to an entity or organization: (i) authorized to acquire and hold Conservation Easements pursuant to California Civil Code Section 815.3 and Government Code Section 65965-65968 (and any successor or other provision(s) then applicable), or the laws of the United States; and (ii) otherwise reasonably acceptable to the Signatory Agencies. Grantee shall require the assignee to record the assignment in the counties where the Bank Property is located. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way. Any transfer under this section is subject to the requirements of Section 11.

(b) Dissolution of Grantee. Grantee shall immediately transfer the Conservation Easement and deliver any Conservation Easement Monitoring Endowment funds it is then holding for purposes of this Conservation Easement, to an entity or other non-profit organization in accordance with Section 10(a), if any of the following occurs:

- (1) Grantee dissolves;
- (2) Grantee is the subject of a voluntary or involuntary petition in bankruptcy;
- (3) Grantee is unable to carry out its obligations under this Conservation Easement; or

(4) The Grantor reasonably determines, and with the concurrence of Signatory Agencies, that the Grantee duties endowment funds held by Grantee, or its successor entity, are not being held, managed, invested, or disbursed for conservation purposes and consistent with this Conservation Easement and legal requirements.

(c) Bank Property. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Bank Property, including, without limitation, a leasehold interest. Grantor agrees that the deed or other legal instrument shall also incorporate by reference the BEI, the Development Plan, the Management Plan, and any amendment(s) to those documents. Grantor further agrees to give written notice to Grantee and the Signatory Agencies of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. Grantee or the Signatory Agencies shall have the right to prevent any transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Conservation Easement (including the exhibits and documents incorporated by reference in it). The failure of Grantor to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any transfer under this section is subject to the requirements of Section 11.

11. Merger. The doctrine of merger shall not operate to extinguish this Conservation Easement if the Conservation Easement and the Bank Property become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement then, unless Grantor, Grantee, and the Signatory Agencies otherwise agree in writing, a replacement Conservation Easement or restrictive covenant containing the same protections embodied in this Conservation Easement shall be recorded against the Bank Property.

12. Notices. Any notice, demand, request, consent, approval, or other communication that Grantor or Grantee desires or is required to give to the other shall be in writing, with a copy to each of the Signatory Agencies, and served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, addressed as follows:

To Grantor: Land Veritas I, LLC
 1001 Bridgeway #246
 Sausalito, CA 94965
 Attn: Tracey Brownfield

To Grantee: Riverside Land Conservancy
 4075 Mission Inn Avenue
 Riverside, CA 92501
 Attn: President

To USACE: Department of the Army
Los Angeles District, U.S. Army Corps of Engineers
915 Wilshire Boulevard, Suite 930
Los Angeles, CA 90017
Attn: Regulatory Division, CESPL-RG

To USEPA: U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street
San Francisco, CA 94105
Attn: Director, Water Division

To RWQCB: Regional Water Quality Control Board
Santa Ana Regional Board
3737 Main Street, Suite 500
Riverside, CA 92501

To CDFW: California Dept. of Fish and Wildlife
South Coast Region
3883 Ruffin Road
San Diego, CA 92123
Attn: Regional Manager

or to such other address a party or a Signatory Agency shall designate by written notice to Grantor, Grantee and the Signatory Agencies. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, three (3) days after deposit into the United States mail.

13. Amendment. This Conservation Easement may be amended only by mutual written agreement of Grantor and Grantee and written approval of the Signatory Agencies, which approval shall not be unreasonably withheld or delayed. Any such amendment shall be consistent with the purposes of this Conservation Easement and California law governing Conservation Easements, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of the counties in which the Bank Property is located, and Grantee shall promptly provide a conformed copy of the recorded amendment to the Grantor and the Signatory Agencies.

14. Additional Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the United States and the State of California, disregarding the conflicts of law principles of such state.

(b) Liberal Construction. Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to effect the purposes of this Conservation Easement and the policy and purpose of California Civil Code Section 815, *et seq.* and Government Code Section 65965-65968. If any provision

in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to any other persons or circumstances.

(d) Entire Agreement. This document (including its exhibits and the BEI, the Development Plan, and the Management Plan incorporated by reference in this document) sets forth the entire agreement of the parties and the Signatory Agencies with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements of the parties relating to the Conservation Easement. No alteration or variation of this Conservation Easement shall be valid or binding unless contained in an amendment in accordance with Section 13.

(e) No Forfeiture. Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties and their respective personal representatives, heirs, successors, and assigns, and shall constitute a servitude running in perpetuity with the Bank Property.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Bank Property, except that liability for acts, omissions or breaches occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) No Hazardous Materials Liability.

(1) Grantor represents and warrants that it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Bank Property, or transported to or from or affecting the Bank Property.

(2) Without limiting the obligations of Grantor under Section 9(b), Grantor hereby releases and agrees to indemnify, protect and hold harmless the

Grantee's Indemnified Parties (defined in Section 9(b)(1)) from and against any and all Claims (defined in Section 9(b)(1)) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Bank Property at any time, except any Hazardous Materials placed, disposed or released by Grantee or any of its employees. This release and indemnification includes, without limitation, Claims for (A) injury to or death of any person or physical damage to any property; and (B) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the Grantee's Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from the applicable Grantee Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Grantee Indemnified Party.

(3) Without limiting the obligations of Grantor under Section 9(b), Grantor hereby releases and agrees to indemnify, protect and hold harmless the Third-Party Beneficiary Indemnified Parties (defined in Section 9(b)(2)) from and against any and all Claims arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Bank Property at any time, except that this release and indemnification shall be inapplicable to a Third-Party Beneficiary Indemnified Party with respect to any Hazardous Materials placed, disposed or released by that Third-Party Beneficiary Indemnified Party or any of its employees. This release and indemnification includes, without limitation, Claims for (A) injury to or death of any person or physical damage to any property; and (B) the violation of alleged violation of, or other failure to comply with, any Environmental Laws. If any action or proceeding is brought against any of the Third-Party Beneficiary Indemnified Parties by reason of any such Claim, Grantor shall, at the election or and upon written notice from the applicable Third-Party Beneficiary Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Third-Party Beneficiary Indemnified Party for all charges incurred for services of the California Attorney General or the U.S. Department of Justice in defending the action or proceeding.

(4) Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee or any Third-Party Beneficiaries any of the following:

(A) The obligations or liability of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, *et seq.*; hereinafter, "CERCLA"); or

(B) The obligations or liabilities of a person described in 42 U.S.C. § 9607(a)(3) or (4); or

(C) The obligations of a responsible person under any applicable Environmental Laws; or

(D) The right to investigate and remediate any Hazardous Materials associated with the Bank Property; or

(E) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Bank Property.

(5) The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, *et seq.*; hereinafter, "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. §5101, *et seq.*; hereinafter, "HTA"); the Hazardous Waste Control Law (California Health & Safety Code § 25100, *et seq.*; hereinafter, "HCL"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code § 25300, *et seq.*; hereinafter "HSA"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

(6) The term "Environmental Laws" includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee and Third-Party Beneficiaries that activities upon and use of the Bank Property by Grantor, its agents, employees, invitees and contractors will comply with all Environmental Laws.

(j) Warranty. Grantor represents and warrants that Grantor is the sole owner of the Bank Property. Grantor also represents and warrants that, except as specifically disclosed to and approved by the Signatory Agencies pursuant to the Bank Property Assessment and Warranty signed by Grantor and attached as an exhibit to the BEI, there are no outstanding mortgages, liens, encumbrances or other interests in the Bank Property (including, without limitation, mineral interests) which may conflict or are inconsistent with this Conservation Easement.

(k) Additional Interests. Grantor shall not grant any additional easements, rights of way or other interests in the Bank Property (other than a security interest that is expressly subordinated to this Conservation Easement), nor shall Grantor grant, transfer, abandon or relinquish (each a "Transfer") any mineral, air, or water right or any water associated with the Bank Property, without first obtaining the written consent of Grantee and the Signatory Agencies. Such consent may be withheld if Grantee or the Signatory Agencies determine(s) that the proposed interest or Transfer

is inconsistent with the purposes of this Conservation Easement or will impair or interfere with the Conservation Values of the Bank Property. This Section 14(k) shall not limit the provisions of Sections 2(d) or 3(n), nor prohibit transfer of a fee or leasehold interest in the Bank Property that is subject to this Conservation Easement and complies with Section 10. Grantor shall provide a copy of any recorded or unrecorded grant or Transfer document to the Grantee and Signatory Agencies.

(l) Recording. Grantee shall record this Conservation Easement in the Official Records of the Counties in which the Bank Property is located, and may re-record it at any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

(m) Third-Party Beneficiary. Grantor and Grantee acknowledge that the CDFW, RWQCB, USACE, and USEPA (the "Third-Party Beneficiaries") are third party beneficiaries of this Conservation Easement with the right of access to the Bank Property and the right to enforce all of the obligations of Grantor including, but not limited to, Grantor's obligations under Section 14, and all other rights and remedies of the Grantee under this Conservation Easement.

(n) Funding. Endowment funding for the perpetual management, maintenance and monitoring of the Bank Property is specified in and governed by the BEI, the Long-Term Management Plan, and Endowment Agreement entered into between Grantor, Land Veritas Corp, and Grantee dated _____. Initial financial requirements and endowment funding for Grantee's duties is specified in and governed by the Endowment Agreement entered into between Land Veritas Corp and Grantee dated _____, a copy of which is on file with the Signatory Agencies.

IN WITNESS WHEREOF Grantor has executed this Conservation Easement Deed the day and year first above written.

GRANTOR:

LAND VERITAS I, LLC,
a CA limited liability company
BY: Land Veritas Corp, its Manager
BY: H. Tracey Brownfield, President

Name: _____
Its: _____
Dated: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Conservation Easement Deed by Land Veritas I, LLC, a California limited liability company, dated _____, 20____, to the Riverside Land Conservancy, a non-profit corporation, acting by and through its authorized representative, is hereby accepted by the undersigned on behalf of Grantee.

GRANTEE: [**Notarization Required**]

RIVERSIDE LAND CONSERVANCY

BY: _____

NAME: _____

TITLE: _____
Authorized Representative

DATE: _____

STATE OF _____)

COUNTY OF _____)

On _____, 2014, before me, _____, Notary Public, personally appeared _____, 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 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 of Notary Public

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, 2014, before me, _____, Notary Public, personally appeared _____, 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 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 of Notary Public

EXHIBIT "A"

BANK PROPERTY LEGAL DESCRIPTION AND DEPICTION

LEGAL DESCRIPTION

Real property in the City of Chino Hills (San Bernardino), County of San Bernardino, State of California, described as follows:

PARCEL 1:

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, ACCORDING TO GOVERNMENT SURVEY, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN;

THENCE WESTERLY 1320 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TO THE NORTHWEST CORNER THEREOF;

THENCE NORTH 0° 12' WEST, 284.91 FEET TO A POINT IN THE CENTER LINE OF SOQUEL CANYON ROAD;

THENCE FOLLOWING ROAD EASTERLY SOUTH 84° 58' EAST, 592.83 FEET;

THENCE SOUTH 88° 51' EAST, 261.40 FEET;

THENCE NORTH 61° 34' EAST, 384.16 FEET;

THENCE NORTH 88° 20' EAST, 128.00 FEET;

THENCE NORTH 71° 34' EAST, 36.56 FEET TO A POINT BEING THE NORTHWEST CORNER OF THAT CERTAIN 231.1 ACRE TRACT AS SURVEYED BY W.W. HOY, C.E. OCTOBER 20, 1925;

THENCE SOUTH 0° 12' EAST, 423.72 FEET TO THE PLACE OF BEGINNING

PARCEL 2:

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, RUNNING

THENCE SOUTH 437.68 FEET TO A POINT IN THE NORTH LINE OF THAT CERTAIN PARCEL CONTAINING 568 ACRES AS DEEDED TO S.W. MCCOMB, ET AL, AS SHOWN BY MAP ON FILE IN BOOK 593 PAGE(S) 139 OF DEEDS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AND RECORDED IN BOOK 895, PAGE(S) 274 OF DEEDS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;

THENCE ALONG THE NORTHERLY LINE OF SAID 568 ACRE TRACT, SOUTH 83° 32' 40" WEST, 1328.50 FEET;

THENCE LEAVING THE NORTH LINE OF SAID 568 ACRE TRACT, NORTH 603.02 FEET TO THE SOUTHWEST CORNER OF THE SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, 1320 FEET TO THE PLACE OF BEGINNING.

PARCEL 3:

THAT PORTION OF SECTIONS 6 AND 7, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, DESCRIBED AS

FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 6, SAID TOWNSHIP AND RANGE, RUNNING
THENCE NORTH 0° 12' WEST, 1 MILE, MORE OR LESS, PARALLEL TO THE EAST LINE OF SAID SECTION 6, TO A POINT IN THE NORTH LINE OF SAID SECTION 6;
THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 6, TO A POINT IN A LINE 1320 FEET WESTERLY AND PARALLEL WITH THE FIRST ABOVE DESCRIBED COURSE;
THENCE SOUTH 0° 12' EAST, 1 MILE, MORE OR LESS, ALONG THE LINE PARALLEL TO AND 1320 FEET WESTERLY OF SAID FIRST DESCRIBED COURSE TO A POINT IN THE SOUTH LINE OF SAID SECTION 6;
THENCE SOUTH 1179.81 FEET, MORE OR LESS, TO THE NORTH LINE OF THAT CERTAIN PARCEL DEEDED TO S.W. MCCOMB, ET AL, AS PER DEED RECORDED IN BOOK 596, PAGE(S) 109 OF DEEDS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AND IN BOOK 9, PAGE(S) 59 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;
THENCE ALONG THE SAID NORTH LINE SOUTH 60° 45' EAST, 41.59 FEET TO AN IRON PIPE;
THENCE NORTH 56° 21' EAST, 266.8 FEET TO AN IRON PIPE;
THENCE NORTH 83° 47' EAST, 320.30 FEET TO AN IRON PIPE;
THENCE NORTH 57° 53' EAST, 262 FEET TO AN IRON PIPE;
THENCE NORTH 30° 22' EAST, 198 FEET TO AN IRON PIPE, BEING THE NORTHEAST CORNER OF SAID PARCEL DEEDED TO S.W. MCCOMB, ET AL, AND THE NORTHWEST CORNER OF THAT CERTAIN 568 ACRE PARCEL DEEDED TO S.W. MCCOMB, ET AL, AS SHOWN BY DEED ON FILE IN BOOK 593 PAGE(S) 139 OF DEEDS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AND IN BOOK 895, PAGE(S) 274 OF DEEDS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;
THENCE FOLLOWING THE NORTH LINE OF SAID 568 ACRE TRACT, NORTH 83° 32' 40" EAST, 414.07 FEET;
THENCE LEAVING SAID NORTH LINE, NORTH 603.02 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING SOUTHWESTERLY OF THE BOUNDARY LINE BETWEEN SAN BERNARDINO COUNTY AND ORANGE COUNTY.

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, UNINCORPORATED AREA OF PLACENTIA AND YORBA LINDA, DESCRIBED AS FOLLOWS:

PARCEL 4:

THAT PORTION OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 8 WEST OF THE SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF ORANGE, ACCORDING TO THE OFFICIAL PLAT THEREOF FILED IN THE DISTRICT LAND OFFICE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY TERMINUS OF THAT COURSE IN THE NORTHERLY BOUNDARY OF THE LAND DESCRIBED IN A DEED TO S.W. MCCOMB, RECORDED JULY 17, 1925 IN BOOK 596, PAGE(S) 109, DEEDS, OF SAID ORANGE COUNTY AS HAVING A BEARING AND DISTANCE OF SOUTH 57° 53' 00" WEST 262.00 FEET SAID POINT OF BEGINNING BEING ALSO ON THE BOUNDARY LINE BETWEEN SAID ORANGE COUNTY AND SAID SAN BERNARDINO COUNTY, CALIFORNIA;
THENCE ALONG SAID NORTHERLY BOUNDARY OF THE LAND OF MCCOMB, THE FOLLOWING COURSES:
SOUTH 57° 53' 00" WEST 262.00 FEET,
SOUTH 83° 47' 00" WEST 320.3 FEET,
SOUTH 56° 21' 00" WEST 266.80 FEET,
NORTH 65° 43' 00" WEST 41.59 FEET TO THE SOUTHERLY TERMINUS OF THAT COURSE IN THE EAST BOUNDARY OF THE LAND DESCRIBED IN A DEED TO THE SOQUEL COMPANY LTD.,

RECORDED JUNE 14, 1930 IN BOOK 389, PAGE 292, OF OFFICIAL RECORDS, AS HAVING A BEARING AND DISTANCE OF SOUTH 1179.81 FEET, MORE OR LESS; THENCE NORTH ALONG SAID EAST BOUNDARY TO A POINT ON THE BOUNDARY LINE BETWEEN SAID ORANGE AND SAN BERNARDINO COUNTIES; THENCE SOUTHEASTERLY ALONG LAST SAID BOUNDARY LINE TO THE POINT OF BEGINNING.

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF CHINO HILLS (SAN BERNARDINO), COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 5:

ALL THAT PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT CERTAIN 59 ACRE TRACT AS DEEDED TO JOHN HOKOM, ET AL, BY DEED RECORDED IN BOOK 8, PAGE(S) 407 OF OFFICIAL RECORDS, SAID POINT BEING IN THE CENTERLINE OF SOQUEL CANYON ROAD AT A POINT NORTH 0° 12' WEST 423.72 FEET FROM THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, RUNNING THENCE SOUTH 71° 34' WEST 36.56 FEET ALONG SAID CENTER LINE OF SOQUEL CANYON ROAD;

THENCE CONTINUING ALONG SAID CENTER LINE SOUTH 88° 20' WEST 120 FEET; THENCE SOUTH 61° 34' WEST, 384.16 FEET; THENCE NORTH 88° 51' WEST 261.40 FEET; THENCE NORTH 84° 58' WEST 592.83 FEET TO A POINT LOCATED NORTH 0° 12' WEST 284.91 FEET FROM THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6; THENCE NORTH 012' WEST, 3638.8 FEET ALONG THE EASTERLY LINE OF THAT CERTAIN PARCEL DEEDED TO JOSEPH P. SWEENEY, ET AL, BY DEED RECORDED IN BOOK 17, PAGE(S) 460 OF OFFICIAL RECORDS, TO A POINT IN THE NORTH LINE OF SAID SECTION 6; THENCE NORTH 89° 19' EAST, 660.8 FEET ALONG SAID NORTH LINE OF SECTION 6 TO THE NORTHWEST CORNER OF THAT CERTAIN 20.99 ACRE TRACT DEEDED TO JOHN E. SCHUH, ET AL, BY DEED RECORDED IN BOOK 50, PAGE(S) 189 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHWESTERLY AND SOUTHERLY BOUNDARY OF SAID 20.99 ACRE TRACT, SOUTH 38° 55' EAST 419.93 FEET; THENCE SOUTH 78° 09' EAST 413.17 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN 59 ACRE TRACT REFERRED TO ABOVE; THENCE SOUTH 0° 12' EAST 3108 FEET ALONG THE WEST LINE OF SAID 59 ACRE TRACT TO THE POINT OF BEGINNING.

APN:

(San Bernardino County)

1033-021-07-0-000 (Affects: Parcel 1)
1033-131-03-0-000 (Affects: Portion of Parcel 3)
1033-131-04-0-000 (Affects: Parcel 2)
1033-011-02-0-000 (Affects: Portion of Parcel 3)
1033-011-03-0-000 (Affects: Portion of Parcel 3)
1033-011-04-0-000 (Affects: Portion of Parcel 3)
1033-021-02-0-000 (Affects: Portion of Parcel 5)
1033-021-03-0-000 (Affects: Portion of Parcel 5)

(Orange County)

312-051-02 (Affects : Parcel 4)

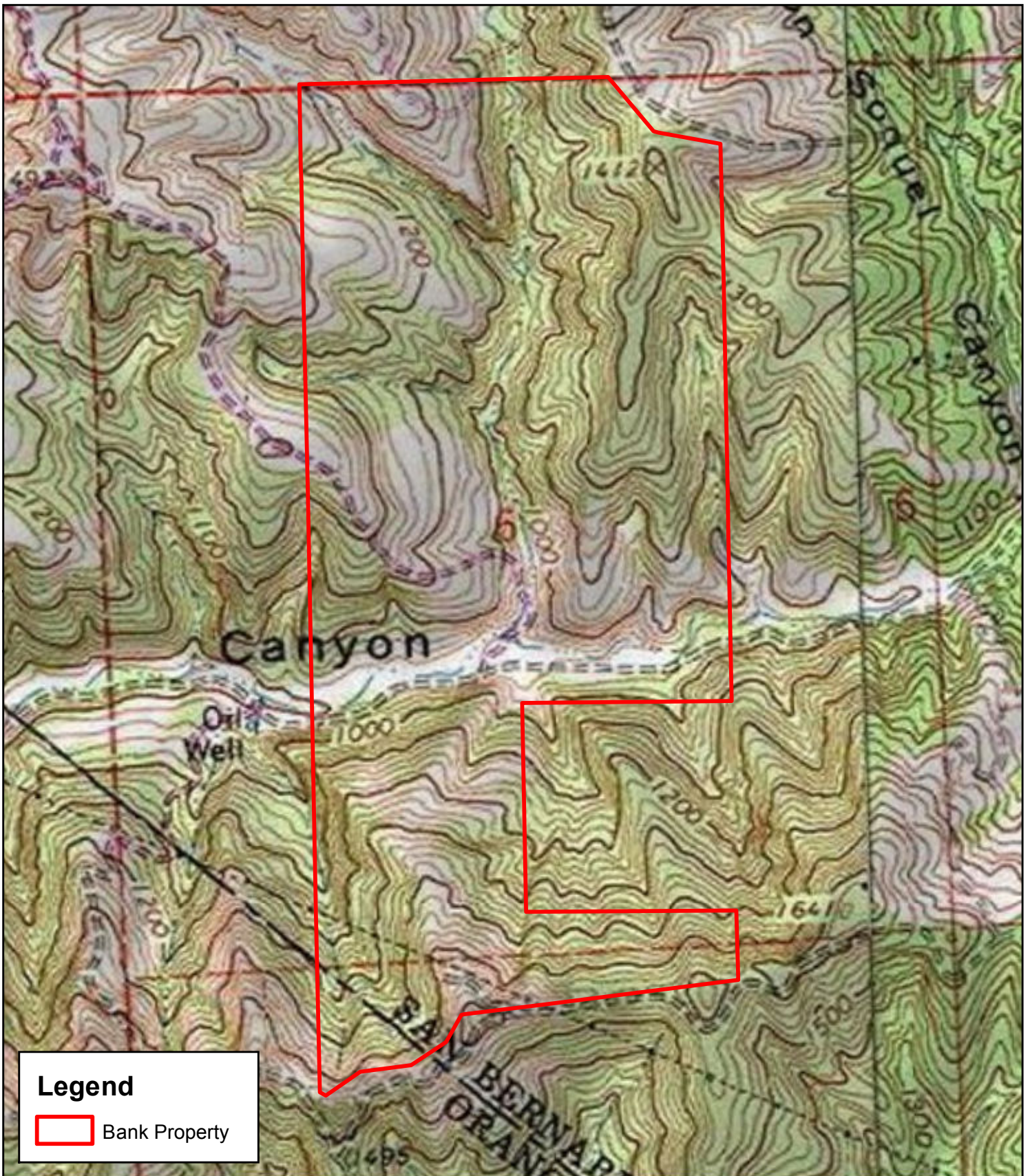
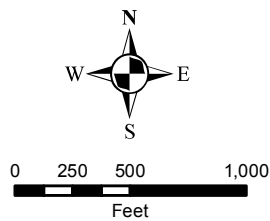


Figure A.2 Map of Bank Property

Soquel Canyon
 Mitigation/Conservation Bank
 San Bernardino and Orange Counties, CA



Date: August 2011
 Map By: Sundaran Gillespie
 Basemap: USGS 7.5' Topo

Endowment Management Agreement
By and Between
Land Veritas Corp.
and
Riverside Land Conservancy

This Endowment Management Agreement (“**Agreement**”) is entered into by and between Land Veritas Corp., a California limited liability company (“**Land Veritas**”), and the Riverside Land Conservancy, a California non-profit corporation (“**Conservancy**” or “**Endowment Holder**”) (together, the “**Parties**,” and individually a “**Party**”), for the creation and management of a Soquel Canyon Mitigation Bank Conservation Easement Endowment Fund (“**Endowment Fund**”) as of the “**Effective Date**” as hereinafter defined.

WHEREAS, Land Veritas I, LLC will grant, concurrent with execution of this Agreement, to Conservancy a perpetual conservation easement (“**Conservation Easement**”) over certain real property consisting of approximately 313 acres, 306 acres of which are located in the City of Chino Hills and seven acres in the County of Orange, State of California, which is legally described on **Exhibit “A”** and depicted on **Exhibit “B”** attached hereto and incorporated by this reference (the “**Bank Property**”), and which is found on portions of Assessor Parcel Numbers 1033-021-07-0-000, 1033-131-04, 1033-011-02, 1033-011-03, 1033-011-04, 1033-131-03, 1033-021-03-0-000, 1033-021-02-0-000 and 312-051-02.

WHEREAS, Land Veritas, Land Veritas I, LLC, the U.S. Army Corps of Engineers (“**USACE**”), California Department of Fish and Wildlife (“**CDFW**”), Region IX of the U.S. Environmental Protection Agency, and Region 8 of the California Regional Water Quality Control Board entered into the Soquel Canyon Bank Enabling Instrument establishing the Soquel Canyon Mitigation Bank (the “**Bank**”) on the Bank Property.

WHEREAS, the Conservation Easement obligates Conservancy, as the grantee, to undertake compliance monitoring inspections and reporting to ensure the purposes of the Conservation Easement are being accomplished (“**Grantee Duties**”).

WHEREAS, to ensure that the Conservancy has adequate funding to perform the Grantee Duties related to the Conservation Easement, Land Veritas will establish a long-term financing or funding mechanism to provide ongoing payment for Grantee Duties on the Bank Property.

WHEREAS, the property analysis record or equivalent analysis created by or on behalf of Conservancy and approved by USACE and CDFW (the “**Endowment Assessment**”) calculated the amount of money (the “**Endowment Amount**”) necessary to provide a source of perpetual funding for Grantee Duties. The Endowment Assessment is attached as **Exhibit “C”** and incorporated herein by reference.

WHEREAS, in accordance with this Agreement, Land Veritas will deposit (or cause to be deposited) the Endowment Amount with the Conservancy, to be managed and administered in accordance with this Agreement.

WHEREAS, the Parties intend that Conservancy will perform the Grantee Duties on the Bank Property in accordance with the Conservation Easement and the Endowment Assessment, using funds from the Endowment Fund in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises made herein, and for other and further consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I. PURPOSES

1. The purposes of this Agreement are to establish a non-wasting endowment account (“**Endowment Fund**”) for the Conservancy to fund the performance of the Grantee Duties on the Bank Property with an “**Account Holder**,” as hereinafter defined, of the Parties’ mutual agreement into which funds equivalent to the Endowment Amount shall be deposited (“**Endowment Deposit**”) and to set forth the Parties’ respective responsibilities with respect to the Endowment Amount to be held in the Endowment Fund.
2. To the extent the funds are subject to the Uniform Prudent Management of Institutional Funds Act (Cal. Probate Code, section 18501, *et seq.*) (“**UPMIFA**”), this Agreement is the record under which the funds are transferred to, and held by, Endowment Holder, and as such shall be considered the “gift instrument” for purposes of UPMIFA. This Agreement shall be deemed in all respects to set forth the Parties’ intent as to the uses, benefits, purposes, and duration of the Endowment Fund.
3. As described more fully herein, the Endowment Holder is responsible to ensure that monies deposited in the Endowment Fund are held as a charitable trust and are invested and managed in accordance with this Agreement to achieve the objectives set forth in this Agreement. The Endowment Fund will be managed as a long-term investment intended to exist indefinitely and permanently restricted to paying the costs of the Grantee Duties, which are required by the Conservation Easement, and will be invested accordingly in a diversified investment portfolio in accordance with the endowment investment attached to this Agreement as **Exhibit “D”** and incorporated herein by reference, which the Parties may amend from time-to-time following the modification procedures in Article IX.2 of this Agreement.
4. The use of the Endowment Fund will be limited by the amount of money available in the Endowment Fund at any given time, and by the stated purposes as described in this Agreement. Endowment Fund interest earnings beyond those necessary

to provide for growth of the Endowment Fund commensurate with inflation may be made available to Conservancy to fund annual Grantee Duties on the Bank Property.

5. In the event Endowment Holder becomes aware of a conflict between the direction provided by this Agreement or any of the Exhibits attached hereto, Endowment Holder shall notify and confer with Land Veritas, USACE, and CDFW to resolve the issue to the mutual satisfaction of the Parties.

ARTICLE II. DEFINITIONS

1. “Account Holder” or “Account Holders” shall mean respectively one or more financial institution(s) that is a member of the Federal Deposit Insurance Corporation (“**FDIC**”) or Securities Investor Protection Corporation (“**SIPC**”) or any successor organization to the FDIC or SIPC.

2. “Agreement” shall mean this Endowment Management Agreement entered into between Land Veritas and Conservancy, which includes the mitigation agreement within the meaning of California Government Code 65965(f)(1), establishing the terms and conditions pursuant to which the Endowment Holder will accept custody of and manage the Endowment Amount in the Endowment Fund.

3. “Effective Date” shall mean the date of the signature of the second Party to sign this Agreement.

4. “Endowment Amount” shall mean the original corpus amount of **THREE HUNDRED TWENTY FIVE THOUSAND ONE HUNDRED SIXTY THREE DOLLARS (\$325,163.00)**, which is the amount of money identified in the Endowment Assessment by Conservancy as the amount of money that would be necessary to carry out Grantee Duties, and that is required to be provided by Land Veritas to the Endowment Holder to fund the Endowment Fund.

5. “Endowment Assessment” shall mean the analysis of the costs of Grantee Duties on the Bank Property, and associated calculation of the Endowment Amount. The Endowment Assessment may be calculated pursuant to property analysis software or otherwise.

6. “Endowment Deposit” is the deposit required to be made by Land Veritas to the Endowment Holder to fund the Endowment Fund. Endowment Deposits received by the Endowment Holder shall be deposited into the Endowment Fund.

7. “Endowment Fund” is a sum of money in a long-term stewardship account, held in trust in a fund designated by the Endowment Holder. The Endowment Fund is to be maintained and managed in perpetuity in strict accordance with Government Code sections 65965-69568, Probate Code sections 18501-18510, and this Agreement to generate earnings and appreciation in value for use in funding Grantee Duties. The

Endowment Fund shall comprise the Endowment Amount and all interest, dividends, gains, other earnings, additions and appreciation thereon, as well as any additions thereto.

8. “Grantee Duties” shall mean those compliance monitoring and reporting activities which Conservancy, as grantee under the Conservation Easement, has agreed to undertake and which are described in the Conservation Easement and in the Endowment Assessment.

9. “Reporting Period” shall mean from January 1 of each calendar year to December 31 of each calendar year, unless this Agreement is terminated, in which case the final Reporting Period shall be thirty (30) days prior to the date of termination of this Agreement.

ARTICLE III. ENDOWMENT FUND ESTABLISHMENT, INVESTMENT, AND ADMINISTRATION

1. Conservancy agrees to establish an Endowment Fund with an Account Holder, of the Parties’ mutual agreement, in accordance with this Agreement into which the Endowment Amount shall be deposited.

2. Concurrent with execution of the Conservation Easement, Land Veritas shall pay to Endowment Holder the Endowment Amount to fund the Endowment Fund.

3. Concurrently with the execution of this Agreement, Land Veritas shall pay to Conservancy FORTY THOUSAND FOUR HUNDRED TWENTY SIX DOLLARS (\$40,426.00), which is for the purpose of reimbursing Conservancy for its costs and expenses incurred in connection with its acceptance of the Conservation Easement and for reimbursing Conservancy for fulfilling Grantee’s Duties specified in the Conservation Easement for the first three years.

4. Conservancy has certified to Land Veritas, USACE, and CDFW that it meets all of the requirements of California Government Code section 65968(e). The certification is attached hereto as **Exhibit “E.”**

5. The Conservancy shall, as soon as practicable after the Conservancy’s receipt of funds for deposit into the Endowment Fund, invest the monies in the Endowment Fund consistent with this Agreement, including but not limited to this Article III and Article I.3 of this Agreement and applicable State and Federal laws. Day-to-day investment decisions will be made by Conservancy based upon the advice from a professional investment advisor or financial institution with which Conservancy has established or will establish an investment advisory relationship. Conservancy may rely on the advice of any such adviser, and may delegate day-to-day investment decision-making authority, consistent with applicable State and Federal law, to such adviser with respect to management of the Endowment Fund.

6. For investment purposes only, Conservancy may pool any or all of the assets of the Endowment Fund with other funds held or managed by Conservancy that are subject to the same investment purposes and restrictions. The intent of such actions is to allow Conservancy to pool funds subject to the same investment purposes and restrictions for collective management, such that all participating funds may benefit from efficiencies of scale. Any funds from the Endowment Fund pooled in this manner shall at all times remain subject to applicable State law, consistent with UPMIFA or any applicable successor to such law.

7. Notwithstanding Probate Code sections 18501-18510, it is the intention of the Parties that the Endowment Amount should not decrease in value through expenditure or investment strategy recognizing however, that Conservancy is not responsible for investment fluctuations. In this regard, the Endowment Amount is intended to increase in value to keep up with inflation. To the extent sufficient funds exist, a portion of the interest and earnings on the Endowment Amount balance shall be reinvested by Endowment Holder into the Endowment Fund to provide for growth of the Endowment Fund commensurate with inflation using the California Consumer Price Index, All Items (1982-1984 = 100), for All Urban Consumers for California (the “CPI”) data that is published every February by the California Department of Industrial Relations, Division of Labor Statistics and Research. Any Endowment Fund revenues (including earnings and interest) remaining after the Endowment Fund is adjusted for inflation that exceed the anticipated annual Grantee Duties expenses are to be retained in the Endowment Fund by the Endowment Holder.

ARTICLE IV. RECORDS, REPORTING PROCEDURES AND AUDIT

1. Endowment Holder shall submit to Land Veritas an annual funding report (“**Annual Funding Report**”) for each calendar year this Agreement is in effect. Each Annual Funding Report shall be submitted by Endowment Holder between January 1 and January 31, or at least thirty (30) days prior to the effective date of termination of this Agreement as provided by Article VII.2.

2. Consistent with California Government Code Section 65966(e), the Annual Funding Report shall describe in reasonable detail and shall include at a minimum the following information:

(a) The balance of the Endowment Fund at the beginning of the Reporting Period;

(b) All Endowment Deposits;

(c) The amount of the Endowment Fund balance reinvested by Endowment Holder into the Endowment Fund to provide for growth of the Endowment Fund commensurate with inflation (CPI calculation shall be provided);

(d) The net amounts of investment earnings, gains, and losses during the Reporting Period including both realized and unrealized amounts;

(e) The administrative expenses charged to the Endowment Fund from internal or third-party sources during the Reporting Period;

(f) The amounts distributed to Conservancy for Grantee Duties during the Reporting Period;

(g) The balance of the Endowment Fund at the end of the Reporting Period;

(h) The specific asset allocation percentages including, but not limited to, cash, fixed income, equities, and alternative investments; and

(i) The most recent financial statements for the Endowment Holder audited by an independent auditor who is, at a minimum, a certified public accountant.

3. Endowment Holder agrees that in preparing the Annual Funding Report and in maintaining its own records relevant to the Endowment Fund, that it shall use accounting standards promulgated by the Governmental Accounting Standards Board or any other successor entity.

4. Copies of the Annual Funding Report shall also be submitted to the CDFW and USACE when completed.

5. Endowment Holder agrees that Land Veritas shall have the right to review and to copy any records and supporting documentation pertaining to the Endowment Fund. Endowment Holder agrees to maintain such records for possible audit by Land Veritas for a minimum of three (3) years following the relevant calendar year, unless a longer period of records retention is stipulated. Endowment Holder agrees to allow Land Veritas or its designated representative access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

ARTICLE V. LIMITATIONS ON ENDOWMENT HOLDER'S LIABILITY

Conservancy shall not be liable to Land Veritas or other persons for losses arising from investments pursuant to this Agreement. Conservancy shall maintain reasonable and customary supervision and employment policies for its employees, but shall be liable for the acts of its employees only to the extent of a breach of the Conservancy's obligations under this Agreement by such employees when they are acting within the course and scope of their employment.

ARTICLE VI. FIDUCIARY OBLIGATIONS OF ENDOWMENT HOLDER

1. Endowment Holder shall make no disbursement or obligation of funds in the Endowment Fund except in strict accordance with the provisions of this Agreement.
2. In carrying out its obligations under this Agreement, Endowment Holder shall apply the following principles of fiduciary without exception:
 - (a) There shall be no commingling of the Endowment Fund with other funds. Funds may be pooled for investment management purposes only in accordance with Article III.6;
 - (b) Endowment Holder shall have a duty of loyalty and shall not use or borrow against the funds in the Endowment Fund for its own personal benefit;
 - (c) Endowment Holder shall act as a prudent investor of the funds in the Endowment Fund and use sound investment practices for long-term investment, subject to the Uniform Prudent Investor Act (California Probate Code, §§16045-16054 and §§18501-18510);
 - (d) Endowment Holder shall not delegate the responsibility for managing the funds to a third party, but may delegate authority to invest the funds with Grantee's oversight; and
 - (e) Endowment Holder shall act with prudence when delegating authority and in the selection of agents.

ARTICLE VII. TERM, TERMINATION, AND TRANSFER OF AGREEMENT

1. Term. This Agreement shall be effective from the Effective Date until termination occurs pursuant to Article VII.2.
2. Termination. The Parties intend that the terms and conditions of this Agreement will operate in coordination with the terms and conditions of the grantee transfer provisions of the Conservation Easement. Along with such transfer of the Conservation Easement by Conservancy, and subject to a replacement endowment management agreement, Conservancy shall transfer all the funds in the Endowment Fund (other than funds in an amount equal to any fees due and owing to the Conservancy or its financial institutions) to the successor grantee and endowment holder.
 - (a) Termination is not effective unless and until the Conservancy has distributed in an orderly fashion the custody, control or other power necessary for the investment, management, and administration of all the funds in the Endowment Fund (other than funds in an amount equal to any fees due and owing to the Conservancy or its financial institutions) to the successor grantee and endowment holder.

(b) Within ninety (90) days following delivery of the funds in the Endowment Fund to any successor, Endowment Holder shall provide to Land Veritas with a copy to the USACE and CDFW, a final accounting showing the deposits (including interest accrued thereon) and disbursements of all sums pursuant to this Agreement during the Reporting Period, together with such other documents that the USACE or CDFW may reasonably request. Upon delivery of the monies in the Endowment Fund to successor grantee and endowment holder and final accounting specified above, Endowment Holder's obligations under this Agreement shall cease and terminate.

ARTICLE VIII. CONTACT INFORMATION/COMMUNICATIONS

1. All approvals, notices, reports and other communications required or permitted under this Agreement shall be in writing and delivered by first-class mail, overnight mail, receipt-confirmed facsimile, or electronic .pdf format (with a copy of the electronic .pdf communication also delivered by another means provided in this Article. Each Party agrees to notify the other promptly after any change in named representative, address, telephone, or other contact information.

2. The individuals named below shall be the representatives of Land Veritas and the Conservancy, respectively, for purposes of this Agreement:

If to Land Veritas:

Land Veritas Corp
1001 Bridgeway #246
Sausalito, CA 94965
Attn: H. Tracey Brownfield, President
Telephone: (415) 729-3734

If to Conservancy:

Riverside Land Conservancy
4075 Mission Inn Ave.
Riverside, CA 92501
Attn: Executive Director
Telephone: (951) 788-0670

With a copy in all instances to:

United States Army Corps of Engineers, Los Angeles District
Regulatory Division
915 Wilshire Blvd.
Los Angeles, CA 90017
Attn: Chief, North Coast Branch

California Department of Fish and Wildlife
South Coast Region
3883 Ruffin Road
San Diego, California 92123
Attn: Regional Banking Coordinator

ARTICLE IX. MISCELLANEOUS PROVISIONS

1. Neither Party may assign this Agreement, in whole or in part, to any individual or other legal entity.
2. This Agreement may be amended only in writing agreed to and signed by both Parties and with the written concurrence of the USACE and CDFW.
3. If any provision of this Agreement is held to be unlawful or invalid by any court of law with duly established jurisdiction over this Agreement, the Parties intend that the remainder of this Agreement shall remain in full force and effect notwithstanding the severance of the unlawful or invalid provision(s).
4. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.
5. The Parties will cooperate in good faith to achieve the objectives of this Agreement and to avoid disputes. The Parties will use good faith efforts to resolve disputes at the lowest organizational level and, if a dispute cannot be so resolved, the Parties will then elevate the dispute to the appropriate officials within their respective organizations.
6. In any action to enforce the terms of this Agreement, the Prevailing Party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and costs. "Prevailing Party" shall include without limitation a party who dismisses an action in exchange for sums allegedly due; the party who receives performance from the other party for an alleged breach of contract or a desired remedy where the performance is substantially equal to the relief sought in an action; or the party determined to be the prevailing party by a court of law.
7. Each of the Parties is acting in its independent capacity in entering into and carrying out this Agreement and not as an agent, employee, or representative of the other Party.
8. This Agreement confers rights and remedies upon the USACE and CDFW, as third party beneficiaries, insofar as this Agreement is intended to carry out the requirements and obligations set forth in the Section 404 Permit and/or Conservation Easement. No person, other than the Parties or said named third party beneficiaries, has any rights or remedies under this Agreement. The Parties may not amend or terminate this Agreement without the prior written consent of the USACE and CDFW.
9. Each party to this Agreement warrants to the other that its respective signatory has fully right and authority to enter into and consummate this Agreement and the transactions contemplated hereby.

10. All Exhibits referred to in this Agreement are attached and incorporated herein by reference.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives, intending to be bound legally.

LAND VERITAS CORP.

By: _____ Date: _____
H. Tracey Brownfield,
President

RIVERSIDE LAND CONSERVANCY

By: _____ Date: _____
Gail Egenes
Executive Director

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Chino Hills (San Bernardino), County of San Bernardino, State of California, described as follows:

PARCEL 1:

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, ACCORDING TO GOVERNMENT SURVEY, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN;

THENCE WESTERLY 1320 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TO THE NORTHWEST CORNER THEREOF;

THENCE NORTH 0° 12' WEST, 284.91 FEET TO A POINT IN THE CENTER LINE OF SOQUEL CANYON ROAD;

THENCE FOLLOWING ROAD EASTERLY SOUTH 84° 58' EAST, 592.83 FEET;

THENCE SOUTH 88° 51' EAST, 261.40 FEET;

THENCE NORTH 61° 34' EAST, 384.16 FEET;

THENCE NORTH 88° 20' EAST, 128.00 FEET;

THENCE NORTH 71° 34' EAST, 36.56 FEET TO A POINT BEING THE NORTHWEST CORNER OF THAT CERTAIN 231.1 ACRE TRACT AS SURVEYED BY W.W. HOY, C.E. OCTOBER 20, 1925;

THENCE SOUTH 0° 12' EAST, 423.72 FEET TO THE PLACE OF BEGINNING

PARCEL 2:

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, RUNNING

THENCE SOUTH 437.68 FEET TO A POINT IN THE NORTH LINE OF THAT CERTAIN PARCEL CONTAINING 568 ACRES AS DEEDED TO S.W. MCCOMB, ET AL, AS SHOWN BY MAP ON FILE IN BOOK 593 PAGE(S) 139 OF DEEDS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AND RECORDED IN BOOK 895, PAGE(S) 274 OF DEEDS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;

THENCE ALONG THE NORTHERLY LINE OF SAID 568 ACRE TRACT, SOUTH 83° 32' 40" WEST, 1328.50 FEET;

THENCE LEAVING THE NORTH LINE OF SAID 568 ACRE TRACT, NORTH 603.02 FEET TO THE SOUTHWEST CORNER OF THE SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, 1320 FEET TO THE PLACE OF BEGINNING.

PARCEL 3:

THAT PORTION OF SECTIONS 6 AND 7, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, DESCRIBED AS

FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 6, SAID TOWNSHIP AND RANGE, RUNNING
THENCE NORTH 0° 12' WEST, 1 MILE, MORE OR LESS, PARALLEL TO THE EAST LINE OF SAID SECTION 6, TO A POINT IN THE NORTH LINE OF SAID SECTION 6;
THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 6, TO A POINT IN A LINE 1320 FEET WESTERLY AND PARALLEL WITH THE FIRST ABOVE DESCRIBED COURSE;
THENCE SOUTH 0° 12' EAST, 1 MILE, MORE OR LESS, ALONG THE LINE PARALLEL TO AND 1320 FEET WESTERLY OF SAID FIRST DESCRIBED COURSE TO A POINT IN THE SOUTH LINE OF SAID SECTION 6;
THENCE SOUTH 1179.81 FEET, MORE OR LESS, TO THE NORTH LINE OF THAT CERTAIN PARCEL DEEDED TO S.W. MCCOMB, ET AL, AS PER DEED RECORDED IN BOOK 596, PAGE(S) 109 OF DEEDS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AND IN BOOK 9, PAGE(S) 59 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;
THENCE ALONG THE SAID NORTH LINE SOUTH 60° 45' EAST, 41.59 FEET TO AN IRON PIPE;
THENCE NORTH 56° 21' EAST, 266.8 FEET TO AN IRON PIPE;
THENCE NORTH 83° 47' EAST, 320.30 FEET TO AN IRON PIPE;
THENCE NORTH 57° 53' EAST, 262 FEET TO AN IRON PIPE;
THENCE NORTH 30° 22' EAST, 198 FEET TO AN IRON PIPE, BEING THE NORTHEAST CORNER OF SAID PARCEL DEEDED TO S.W. MCCOMB, ET AL, AND THE NORTHWEST CORNER OF THAT CERTAIN 568 ACRE PARCEL DEEDED TO S.W. MCCOMB, ET AL, AS SHOWN BY DEED ON FILE IN BOOK 593 PAGE(S) 139 OF DEEDS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AND IN BOOK 895, PAGE(S) 274 OF DEEDS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;
THENCE FOLLOWING THE NORTH LINE OF SAID 568 ACRE TRACT, NORTH 83° 32' 40" EAST, 414.07 FEET;
THENCE LEAVING SAID NORTH LINE, NORTH 603.02 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING SOUTHWESTERLY OF THE BOUNDARY LINE BETWEEN SAN BERNARDINO COUNTY AND ORANGE COUNTY.

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, UNINCORPORATED AREA OF PLACENTIA AND YORBA LINDA, DESCRIBED AS FOLLOWS:

PARCEL 4:

THAT PORTION OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 8 WEST OF THE SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF ORANGE, ACCORDING TO THE OFFICIAL PLAT THEREOF FILED IN THE DISTRICT LAND OFFICE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY TERMINUS OF THAT COURSE IN THE NORTHERLY BOUNDARY OF THE LAND DESCRIBED IN A DEED TO S.W. MCCOMB, RECORDED JULY 17, 1925 IN BOOK 596, PAGE(S) 109, DEEDS, OF SAID ORANGE COUNTY AS HAVING A BEARING AND DISTANCE OF SOUTH 57° 53' 00" WEST 262.00 FEET SAID POINT OF BEGINNING BEING ALSO ON THE BOUNDARY LINE BETWEEN SAID ORANGE COUNTY AND SAID SAN BERNARDINO COUNTY, CALIFORNIA;
THENCE ALONG SAID NORTHERLY BOUNDARY OF THE LAND OF MCCOMB, THE FOLLOWING COURSES:
SOUTH 57° 53' 00" WEST 262.00 FEET,
SOUTH 83° 47' 00" WEST 320.3 FEET,
SOUTH 56° 21' 00" WEST 266.80 FEET,
NORTH 65° 43' 00" WEST 41.59 FEET TO THE SOUTHERLY TERMINUS OF THAT COURSE IN THE EAST BOUNDARY OF THE LAND DESCRIBED IN A DEED TO THE SOQUEL COMPANY LTD.,

RECORDED JUNE 14, 1930 IN BOOK 389, PAGE 292, OF OFFICIAL RECORDS, AS HAVING A BEARING AND DISTANCE OF SOUTH 1179.81 FEET, MORE OR LESS; THENCE NORTH ALONG SAID EAST BOUNDARY TO A POINT ON THE BOUNDARY LINE BETWEEN SAID ORANGE AND SAN BERNARDINO COUNTIES; THENCE SOUTHEASTERLY ALONG LAST SAID BOUNDARY LINE TO THE POINT OF BEGINNING.

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF CHINO HILLS (SAN BERNARDINO), COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 5:

ALL THAT PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT CERTAIN 59 ACRE TRACT AS DEEDED TO JOHN HOKOM, ET AL, BY DEED RECORDED IN BOOK 8, PAGE(S) 407 OF OFFICIAL RECORDS, SAID POINT BEING IN THE CENTERLINE OF SOQUEL CANYON ROAD AT A POINT NORTH 0° 12' WEST 423.72 FEET FROM THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6, RUNNING THENCE SOUTH 71° 34' WEST 36.56 FEET ALONG SAID CENTER LINE OF SOQUEL CANYON ROAD;

THENCE CONTINUING ALONG SAID CENTER LINE SOUTH 88° 20' WEST 120 FEET; THENCE SOUTH 61° 34' WEST, 384.16 FEET; THENCE NORTH 88° 51' WEST 261.40 FEET; THENCE NORTH 84° 58' WEST 592.83 FEET TO A POINT LOCATED NORTH 0° 12' WEST 284.91 FEET FROM THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6; THENCE NORTH 012' WEST, 3638.8 FEET ALONG THE EASTERLY LINE OF THAT CERTAIN PARCEL DEEDED TO JOSEPH P. SWEENEY, ET AL, BY DEED RECORDED IN BOOK 17, PAGE(S) 460 OF OFFICIAL RECORDS, TO A POINT IN THE NORTH LINE OF SAID SECTION 6; THENCE NORTH 89° 19' EAST, 660.8 FEET ALONG SAID NORTH LINE OF SECTION 6 TO THE NORTHWEST CORNER OF THAT CERTAIN 20.99 ACRE TRACT DEEDED TO JOHN E. SCHUH, ET AL, BY DEED RECORDED IN BOOK 50, PAGE(S) 189 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHWESTERLY AND SOUTHERLY BOUNDARY OF SAID 20.99 ACRE TRACT, SOUTH 38° 55' EAST 419.93 FEET; THENCE SOUTH 78° 09' EAST 413.17 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN 59 ACRE TRACT REFERRED TO ABOVE; THENCE SOUTH 0° 12' EAST 3108 FEET ALONG THE WEST LINE OF SAID 59 ACRE TRACT TO THE POINT OF BEGINNING.

APN:

- (San Bernardino County)
- 1033-021-07-0-000 (Affects: Parcel 1)
- 1033-131-03-0-000 (Affects: Portion of Parcel 3)
- 1033-131-04-0-000 (Affects: Parcel 2)
- 1033-011-02-0-000 (Affects: Portion of Parcel 3)
- 1033-011-03-0-000 (Affects: Portion of Parcel 3)
- 1033-011-04-0-000 (Affects: Portion of Parcel 3)
- 1033-021-02-0-000 (Affects: Portion of Parcel 5)
- 1033-021-03-0-000 (Affects: Portion of Parcel 5)

- (Orange County)
- 312-051-02 (Affects : Parcel 4)

EXHIBIT B

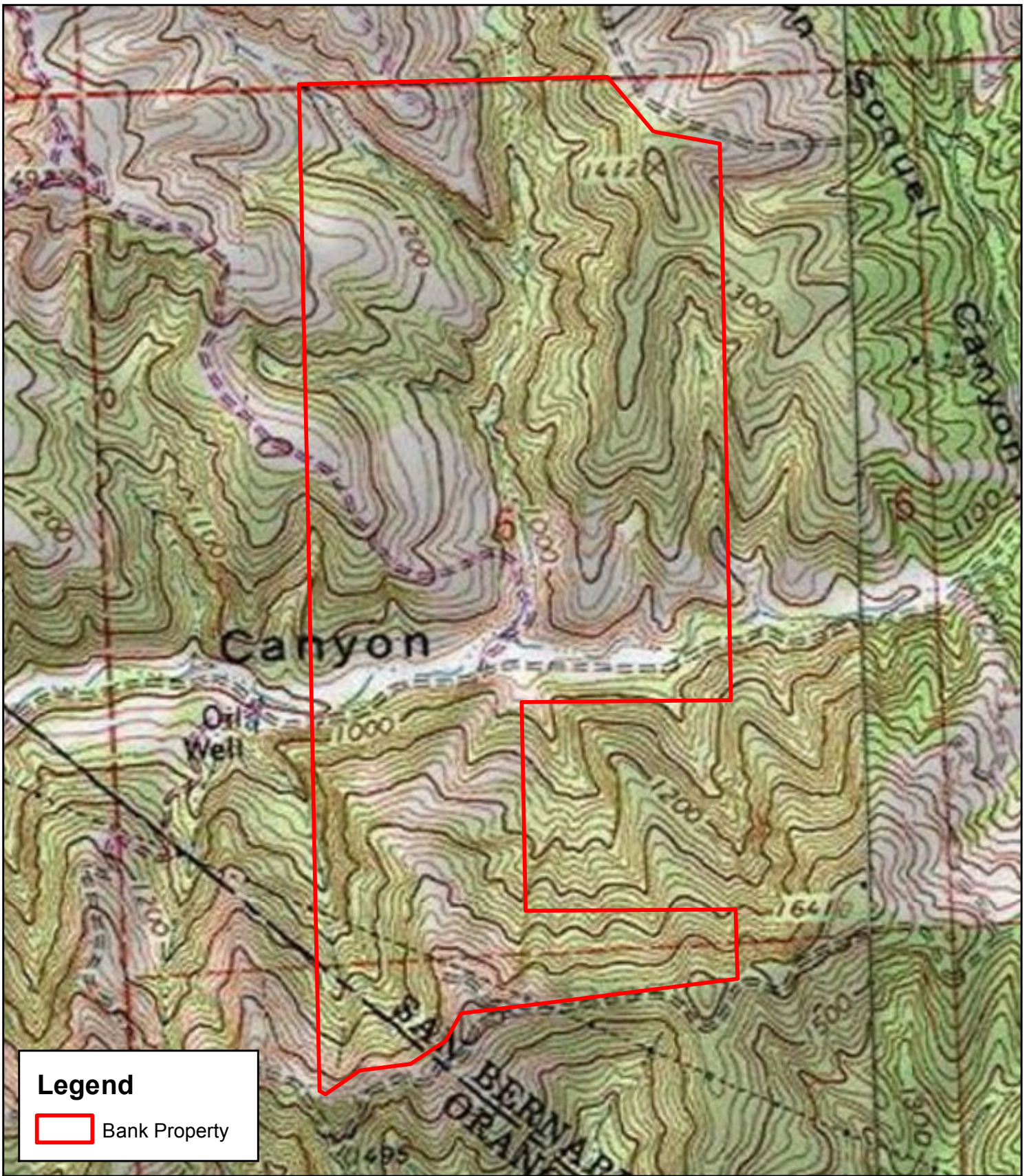
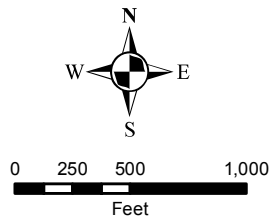


Figure A.2 Map of Bank Property

Soquel Canyon
 Mitigation/Conservation Bank
 San Bernardino and Orange Counties, CA



Date: August 2011
 Map By: Sundaran Gillespie
 Basemap: USGS 7.5' Topo

EXHIBIT C

Section 16 - Financial Summary

Property Title: Soquel Cyn 09a Esmt&Endwmt Comply 30Apr2014

Date: 04/30/2014

1st Budget Year: 2013

State:

PAR Code: SoqCn09a

<i>Item Descriptions</i>	<i>Total</i>
<i>Initial & Capital Financial Requirements</i>	
Revenues	\$0
Management Costs	\$30,124
Contingency Expense	\$3,012
<i>Initial & Capital Management Total Costs</i>	\$33,136
Administrative Costs of Total Management Costs	\$7,290
<i>Initial & Capital Gross Costs</i>	\$40,426
<i>Initial & Capital Net Costs</i>	\$40,426
<i>Annual Ongoing Financial Requirements</i>	
Revenues	\$0
Ongoing Costs	\$8,487
Contingency Expense	\$849
<i>Ongoing Management Total Costs</i>	\$9,336
Administrative Costs of Total Management Costs	\$2,054
<i>Ongoing Gross Costs</i>	\$11,389
<i>Ongoing Net Costs</i>	\$11,389
<i>Endowment Requirements for Ongoing Stewardship</i>	
<i>Endowment to Produce Income of \$11,389</i>	\$284,737
<i>Endowment per acre \$910</i>	
<i>Stewardship costs are based on 4.00% of Endowment Earnings per Year</i>	
<i>Ongoing management funding per year is \$11,389</i>	
<i>Resulting in a per acre per year cost of \$36</i>	
<i>Total Funding Required</i>	\$325,163

Section 14 - Initial & Capital Tasks and Costs

Property Title: Soquel Cyn 09a Esmt&Endwmt Comply

PAR ID: SoqCn09a 04/30/2014

Task List	Specific Description	Unit	Quantity	Cost / Unit	Annual Cost	Times Years	Cont %	Total Cost
FIELD EQUIPMENT								
Camera Digital	Camera	Item	1.00	10.00	10.00	1.0	10.0	11.00
Gps	Field Gps Unit	Item	1.00	10.00	10.00	1.0	10.0	11.00
Vehicle	Mileage (4x4)	Mile	150.00	0.84	126.00	1.0	10.0	138.60
Sub-Total								160.60
MONITORING AND REPORTING								
Coordination	Coordination with involved	L. Hours	6.00	140.00	840.00	1.0	10.0	924.00
Management Plan	Initial Report	L. Hours	12.00	140.00	1,680.00	1.0	10.0	1,848.00
Monitoring	Field Survey 1	L. Hours	10.00	140.00	1,400.00	1.0	10.0	1,540.00
Monitoring	Field Survey 1	L. Hours	10.00	62.00	620.00	1.0	10.0	682.00
Monitoring Report	Report Preparation	L. Hours	4.00	140.00	560.00	1.0	10.0	616.00
Monitoring Report	Report Preparation	L. Hours	16.00	62.00	992.00	1.0	10.0	1,091.20
Sub-Total								6,701.20
OPERATIONS								
Audit	Audit-cost share	Acre	313.00	0.55	172.15	1.0	10.0	189.36
Budgeting	Setup & Reconcile	L. Hours	12.00	60.00	720.00	1.0	10.0	792.00
Insurance	Conservation Easement	Item	1.00	60.00	60.00	1.0	10.0	66.00
Insurance	Liability/conserv. Easement	Acre	313.00	0.19	59.47	1.0	10.0	65.41
Legal & Emergency Fund	Establish Fund	Item	1.00	3,500.00	3,500.00	1.0	10.0	3,850.00
Project Accounting	Manage Endowment	L. Hours	12.00	130.00	1,560.00	1.0	10.0	1,716.00
Project Management	Various elements of work	L. Hours	6.00	140.00	840.00	1.0	10.0	924.00
Year 2 Costs	Year 2 Management Costs	Item	1.00	8,487.00	8,487.00	1.0	10.0	9,335.70
Year 3 Costs	Year 3 Management Costs	Not	1.00	8,487.00	8,487.00	1.0	10.0	9,335.70
Sub-Total								26,274.18
Subtotal								33,135.98
Administration								7,289.91
Total								40,425.89

Section 15 - Ongoing Tasks and Costs

Property Title: Soquel Cyn 09a Esmt&Endwmt Comply

PAR ID: SoqCn09a 04/30/2014

Task List	Specific Description	Unit	Number of Units	Cost / Unit	Annual Cost	Years Divide	Cont %	Total Cost
FIELD EQUIPMENT								
Camera Digital	Camera	Item	1.00	10.00	10.00	1.0	10.0	11.00
Gps	Field Gps Unit	Not	1.00	10.00	10.00	1.0	10.0	11.00
Vehicle	Mileage (4x4)	Mile	150.00	0.84	126.00	1.0	10.0	138.60
Sub-Total								160.60
MONITORING AND REPORTING								
Coordination	Coordination with involved	L. Hours	8.00	140.00	1,120.00	1.0	10.0	1,232.00
Management Plan	5-Year Update	L. Hours	8.00	140.00	1,120.00	5.0	10.0	246.40
Monitoring	Field Survey - follow-up	L. Hours	8.00	140.00	1,120.00	3.0	10.0	410.66
Monitoring	Field Survey 1	L. Hours	10.00	140.00	1,400.00	1.0	10.0	1,540.00
Monitoring	Field Survey 1	L. Hours	10.00	62.00	620.00	1.0	10.0	682.00
Monitoring Report	Report Preparation	L. Hours	2.00	140.00	280.00	1.0	10.0	308.00
Monitoring Report	Report Preparation	L. Hours	12.00	62.00	744.00	1.0	10.0	818.40
Sub-Total								5,237.46
OPERATIONS								
Audit	Audit-cost share	Acre	313.00	0.55	172.15	1.0	10.0	189.36
Budgeting	Budget & Reconcile	L. Hours	12.00	60.00	720.00	1.0	10.0	792.00
Insurance	Conservation Easement	Item	1.00	60.00	60.00	1.0	10.0	66.00
Insurance	Liability/conserv.	Acre	313.00	0.19	59.47	1.0	10.0	65.41
Project Accounting	Manage Endowment	L. Hours	12.00	130.00	1,560.00	1.0	10.0	1,716.00
Project Management	Extended Coord w/ IRT	L. Hours	6.00	140.00	840.00	5.0	10.0	184.80
Project Management	Various elements of work	L. Hours	6.00	140.00	840.00	1.0	10.0	924.00
Sub-Total								3,937.58
Subtotal								9,335.64
Administration								2,053.84
Total								11,389.49

EXHIBIT D

Riverside Land Conservancy



SERVING SOUTHERN CALIFORNIA

June 26, 2014

Tracey Brownfield
Land Veritas
1505 Bridgeway #209
Sausalito, CA 94965

Dear Ms. Brownfield

In response to your request for information on the financial assumptions used by Riverside Land Conservancy (RLC), we have prepared the following letter.

RLC has recently refined the management of its financial assets. While still working within the Merrill Lynch Wealth Management System, RLC has engaged BlackRock Inc. to manage its investments. This management occurs under the fiduciary oversight of U.S. Trust and the RLC Board of Directors. With this transition of financial management to BlackRock's institutional investment team, RLC is confident that its stewardship endowments will be invested and managed to obtain optimal return and earnings while protecting principal.

BlackRock Inc. is the world's largest money manager, currently managing over \$4.4 trillion in assets. For funds managed consistent with RLC's adopted Investment Policy, BlackRock Inc. has realized a 5 year average rate of return of 7.3%. Historic annual returns for these funds over the past 8 years have ranged from 4.0% in 2011 to 11.7% in 2009 (notwithstanding a return of -13.8% in 2008).

The average CPI over the past 24 years has been 2.648%, with CPI at 1.5% in 2013. The current goal of the Federal Reserve is a CPI of 2% with industry projections over the next 3-5 years of 2.2%. As inflation exceeds this amount, interest rates will likely spike and work to bring CPI down.

If we anticipate a 4% spending rate, we need to realize an average rate of return on investments over time of 7.498% (4% spending rate + 2.648% CPI + 0.85% management fee) or assuming the lower CPI 7.05% (4% spending rate + 2.2% CPI + 0.85% management fee). By reinvesting net earnings achieved in excess of the estimated 4% required for stewardship activities back into the stewardship fund, we will be able to grow the fund providing additional earnings potential and the ability to stay ahead of inflationary pressures.

BOARD OF DIRECTORS

President- Patricia Lock-Dawson
V. President- Kim Hammond
Secretary- Marion Mitchell Wilson
Treasurer- Fred Ryan

Members

Kelly Alhadeff-Black
Greg Ballmer
Jeff Beehler
Jane Block
Jenny Cleary
Kim Davidson-Morgan
Jim Davis
Mike Linton
Robert A. Nelson
Thomas Scott
Dan Silver
Maureen Snelgrove
Kevin Wolf

STAFF

Gail Egenes
Executive Director
Jack Easton
Stewardship Director
Nicole Stutzman
Stewardship Specialist
Julie Yezzo
Office Manager

Pete Dangermond
Consultant

The Riverside Land Conservancy is dedicated to the preservation of open space by seeking to identify, protect, and manage habitats of rare and endangered species, natural landscapes, and other sensitive sites throughout the Southern California region.

Riverside Land Conservancy
4075 Mission Inn Ave.
Riverside, CA 92501
(951) 788-0670
Fax (951) 788-0679
jyezzo@riversidelandconservancy.org
www.riversidelandconservancy.org

Non-Profit Organization
Section 501 (c) (3)

The financial markets and indeed the entire economy are in flux with long accepted “rules” no longer holding true. We continue to rely on the expertise of our financial advisors and money managers to make sure that funds held by RLC remain sufficient to achieve our stewardship goals.

We look forward to continuing to work with you on this important conservation transaction.

Best regards,

A handwritten signature in black ink that reads "Gail Egenes". The signature is written in a cursive, flowing style.

Gail Egenes
Executive Director

Riverside Land Conservancy

INVESTMENT POLICY STATEMENT

Standard 6 – Practice F

Adopted March 19, 2014

General

The Riverside Land Conservancy (RLC) was founded to preserve open space by seeking to identify, protect, and manage habitats of rare and endangered species, natural lands, and other sensitive sites throughout Southern California. RLC is a 501(c)(3) organization under the Internal Revenue Code, and as such pays no federal income tax. Additionally, RLC is recognized by the State of California Franchise Tax Board as a Charitable Organization and as such is exempt from state income tax.

RLC accomplishes its mission through three primary activities:

- Acquiring protective interests in important conservation land through purchase and donation;
- Advocating for the protection of open space; and
- Caring for the land it owns and monitoring land under its conservation easements.

Funding required to support these activities derives from donations, grants, service fees, transaction income, and investment assets. This Investment Policy Statement outlines how RLC invests its assets and the objectives it seeks to achieve.

Scope

Authority to appoint and change Investment Managers, and to move assets among investment vehicles, is the responsibility of the Board of Directors. The Board is advised by the Finance Investment and Personnel Committee. The Treasurer will be authorized to handle transactions on a daily basis subject to oversight by both the Finance Investment and Personnel Committee and the Board of Directors.

Riverside Land Conservancy will engage the Investment Manager who shall adhere to the corporate fiduciary standard of the Investment Advisers Act of 1940. The manager is subject to the requirements of Regulation 9 which applies to national banks that act in a fiduciary capacity and requires that accounts be invested in accordance with applicable law and that a bank acting in a fiduciary capacity not engage in self--dealing or conflicts of interest. The Trust Fiduciary standard requires that investment decisions are to be made not in isolation but in the context of the entire portfolio and as a part of an overall investment strategy.

The Finance Investment and Personnel Committee, in consultation with staff, may hire and/or fire an Investment Manager(s). In addition, the Finance Investment and Personnel Committee shall present a formal review of portfolio performance quarterly to the Board

of Directors. The Investment Manager(s) are delegated the responsibility of advising the Finance Investment and Personnel Committee on conformance with the investment policy, providing performance analysis and monitoring services monthly as well as investing and managing RLC's assets in accordance with the Investment Policy and all applicable laws and the enacted version of the Uniform Prudent Management of Institutional Funds Act approved by the state of California.

Investment Philosophy

RLC holds assets for both current operations and non-wasting reserves for the purpose of facilitating the transfer of land from willing private landowners to public ownership and for managing land held in fee or under conservation easement. This purpose requires a growing asset base as well as a growing return on that corpus and dictates the following general philosophy guiding RLC's investments:

1. Primary emphasis shall be placed on safety of principal by minimizing risks from either market or credit factors, and
2. Moderate growth of principal and total return will be expected, consistent with maintaining safety of principal.

Investment Objectives

The Finance Investment and Personnel Committee allocates to a 'short term portfolio' assets deemed sufficient to generate required funding for general operating expenses above income generated through transactions, service fees, and cash donations and to provide a reserve cushion for contingencies. This 'short term assets' mix comprises cash and near-cash instruments (e.g., bank and money market fund deposits, certificates of deposit, Treasury bills, short duration investment grade income instruments, etc.), and Equity Securities, with the overriding objective of principal protection.

Longer-term funding objectives are met by RLC's 'long term assets' portfolio, which can include specific endowments and other long-term pools. The RLC's primary goal for investing long term assets is to protect principal from the effects of inflation. A secondary goal is to earn a 5% annual average (trailing 3 years) above the rate of inflation. Thus, the total return target for long-term assets is 5% real return (i.e., CPI inflation plus 5% per annum.), net of fees over time.

The total fund objective is to compare favorably with the following benchmarks:

1. Equity Securities to perform above the Russell 5000 Broad Market Index.
2. Fixed Income Securities to perform above the Barclays Capital Aggregate Bond Index.
3. Cash Securities to perform above the 90 day Treasury Bill.
4. Maintain an overall investment cost to the investment portfolio of less than 1.0%.

Investment Strategies

Riverside Land Conservancy believes that a broadly diversified portfolio is not only prudent, but also necessary to achieve its long-term objectives without incurring excessive risk. At the same, RLC recognizes that a 5% real return objective dictates a

bias toward investments with equity-like returns and requires a long-term investment horizon. Accordingly, target asset allocation is equity based, but diversified within and across asset classes. It also incorporates ranges around the “target” weightings for each category, within which asset levels are allowed to fluctuate.

In addition to traditional equities and fixed income assets, target weightings also include an allocation to “Absolute Return” vehicles (e.g., merger arbitrage, fixed income arbitrage, etc.). (These strategies generate returns independent of an overall market’s return, and tend to produce very attractive risk reduction characteristics in a portfolio context. While most absolute return funds have expected returns in the 8-12% range, they have about half the volatility of common stocks and a very low correlation with virtually all other asset classes.)

The basic approach to optimize risk return utilizes a globally diverse portfolio made up of low correlating assets along with the discipline of regular rebalancing.

Asset Allocation

Short-Term Pool

	Minimum	Target	Maximum
Equities	20%	30%	40%
Fixed Income	60%	65%	80%
Cash	0%	5%	10%

Long-Term Pool

	Minimum	Target	Maximum
Equities	40%	50%	60%
Fixed Income	40%	50%	60%
Cash	0%	0%	10%

Investments in any one individual equity or fixed income issue may not exceed 10% of the portfolio. This provision shall not apply to securities issued by the U.S. Government and its Agencies, nor to commingled vehicles, such as mutual funds and ETFs, which shall be governed by their prospectus. The Investment Manager shall invest in individual fixed income securities of various ratings at the manager’s discretion in accordance with the manager’s profile for that strategy, or prospectus, as applicable. In addition, no short sales are permitted, no investments shall be made on margin, and no futures contracts are permitted unless purchased within the confines of a comingled fund which shall be governed by its prospectus.

The Finance Investment and Personnel Committee will annually review all actual asset positions and re-balance toward target allocations as deemed appropriate.

Liquidity

RLC's investment portfolio will remain satisfactorily liquid, enabling the agency to meet all anticipated and operating cash flow requirements.

Investment Returns

All monies earned and collected from investments authorized in this policy shall be allocated on a quarterly basis to various fund accounts based on the cash balance in each fund as a percentage of the respective pooled portfolio. RLC shall maintain the necessary sub-accounting of all commingled funds dividing the portfolio into short-term investments for operating needs and long-term investments as determined by the Board, with consultation from staff.

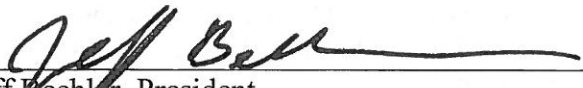
Ethics and Conflict of Interest

The Treasurer shall refrain from personal business activity which could create a conflict with proper execution of the investment program, or which could impair the ability to execute impartial investment decisions. The Treasurer and members of the Finance Investment and Personnel Committee shall disclose to the Board of Directors any material financial interests in financial institutions that conduct business within the jurisdiction, and shall disclose any material financial investment positions that could be related in a conflicting manner to the performance of the agency's investment portfolio.

Investment Policy Review

This Statement of Investment Policy is intended to conform to all applicable statutes at the time of adoption. The Investment Policy and all fee structures shall be reviewed and approved annually in conjunction with the agency budget adoption by the RLC Board of Directors to ensure consistency with the overall objectives of the preservation of capital, liquidity, and return of the portfolio. The Investment Policy shall also be reviewed to ensure its compliance and relevance to the current law, financial and economic trends, and to meet the cash flow requirements of RLC. RLC's independent auditors shall audit the investment portfolio annually. The audit shall include a review for compliance with RLC's Statement of Investment Policy.

This Investment Policy of the Riverside Land Conservancy originally adopted by its Board of Directors, July 18, 2007, is reaffirmed and approved by its Board of Directors March 19, 2014.



Jeff Beehler, President

Attested to:



Marion Mitchell Wilson, Secretary

EXHIBIT E

Riverside Land Conservancy



SERVING SOUTHERN CALIFORNIA

BOARD OF DIRECTORS

President- Patricia Lock-Dawson
V. President- Kim Hammond
Secretary- Marion Mitchell Wilson
Treasurer- Fred Ryan

Members

Kelly Alhadeff-Black
Greg Ballmer
Jeff Beehler
Jane Block
Jenny Cleary
Kim Davidson-Morgan
Jim Davis
Mike Linton
Robert A. Nelson
Thomas Scott
Dan Silver
Maureen Snelgrove
Kevin Wolf

STAFF

Gail Egenes
Executive Director
Jack Easton
Stewardship Director
Nicole Stutzman
Stewardship Specialist
Julie Yezzo
Office Manager

Pete Dangermond
Consultant

The Riverside Land Conservancy is dedicated to the preservation of open space by seeking to identify, protect, and manage habitats of rare and endangered species, natural landscapes, and other sensitive sites throughout the Southern California region.

Riverside Land Conservancy
4075 Mission Inn Ave.
Riverside, CA 92501
(951) 788-0670
Fax (951) 788-0679
jyezzo@riversidelandconservancy.org
www.riversidelandconservancy.org

Non-Profit Organization
Section 501 (c) (3)
TIN: 33-0294311

November 18, 2014

Tracey Brownfield
Land Veritas
1505 Bridgeway #209
Sausalito, CA 94965

Dear Ms. Brownfield,

Riverside Land Conservancy is glad to work with Land Veritas in the creation and management of its Soquel Canyon Conservation Bank. With its role to hold the conservation easement and to manage the endowment funds associated with this Bank, I would like to provide the following statements as evidence of Riverside Land Conservancy's qualifications.

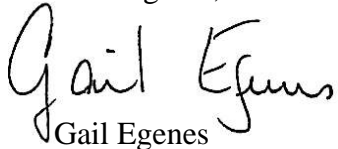
Riverside Land Conservancy has received authorization from the California Department of Fish and Wildlife to hold mitigation lands as evidenced by the authorization letter dated July 25, 2012 attached to this letter.

Additionally, in compliance with Government Code Section 65968, Riverside Land Conservancy hereby certifies that it meets all the following requirements and is therefore a suitable holder of the mitigation endowment:

- Riverside Land Conservancy has the capacity to effectively manage the mitigation funds.
- Riverside Land Conservancy has the capacity to achieve reasonable rates of return on the investment of those funds similar to those of other prudent investors for endowment funds and shall manage and invest the endowment in good faith and with the care an ordinarily prudent person in a like position would exercise under similar circumstances, consistent with the Uniform Prudent Management of Institutional Funds Act (Part 7 (commencing with Section 18501) of Division 9 of the Probate Code).
- Riverside Land Conservancy utilizes generally accepted accounting practices as promulgated by the Financial Accounting Standards Board for nonprofit organizations.
- Riverside Land Conservancy will ensure that the funds are accounted for, and tied to the Soquel Canyon Conservation Bank Property.
- Riverside Land Conservancy has an investment policy that is consistent with the Uniform Prudent Management of Institutional Funds Act (Part 7 (commencing with Section 18501) of Division 9 of the Probate Code). A copy of Riverside Land Conservancy's Investment Policy Statement is attached.

Thank you for the opportunity to work with you on this conservation project. Please let me know if you need any additional information.

Best regards,

A handwritten signature in black ink that reads "Gail Egenes". The signature is written in a cursive style with a large initial "G".

Gail Egenes
Executive Director

Attachments:

Authorization Letter From California Department of Fish and Wildlife
Riverside Land Conservancy Investment Policy Statement



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND GAME
Inland Deserts Region
3602 Inland Empire Boulevard
Suite C-220
Ontario, CA 91764
909-484-0459
www.dfg.ca.gov

EDMUND G. BROWN, Jr., Governor
CHARLTON H. BONHAM, Director



July 25, 2012

Gail Egenes
Executive Director
Riverside Land Conservancy
4075 Mission Inn Ave.
Riverside, CA 92501

Subject: Application for Non-Profit Organizations Requesting to Hold Mitigation Land
under Government Code Section 65965

Dear Ms. Egenes,

This letter is in response to your application to the Department of Fish and Game (Department) for "Application to Hold Fish and Game Mitigation Lands" dated Feb 6, 2012. We have reviewed your application and documentation and are pleased to inform you that your application has been accepted.

The Department has determined that your application meets Department requirements detailed in Government Code Section 65965 and that your organization is approved to hold mitigation land. Please keep this approval letter until its expiration in three years (July 25, 2015). You will need to contact the Department six months prior to the expiration date if you would like to renew your approval.

Please remember to submit a baseline document within four months of recordation.

If you have any further questions please contact Heather Pert at 858-395-9692.

Sincerely,

A handwritten signature in blue ink that reads "Kimberly Nicol".

Kimberly Nicol
Regional Manager
Department of Fish and Game
Region 6

Cc:
Diana Garofalo
Mitigation Land Processing
Department of Fish and Game
Habitat Conservation Planning Branch

Jeff Brandt
Senior Environmental Scientist
Region 6

Corr file

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EXHIBIT E-5



OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

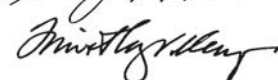
1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental

police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

BY  PRESIDENT
ATTEST  SECRETARY



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in

Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs,

attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- the Amount of Insurance; or
 - the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- the Amount of Insurance shall be increased by 10%, and
 - the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 1 First American Way, Santa Ana, CA 92707, Attn: Claims Department.

POLICY OF TITLE INSURANCE



SCHEDULE A

First American Title Insurance Company

Name and Address of the issuing Title Insurance Company:

First American Title Insurance Company
5 First American Way
Santa Ana, CA 92707

File No.: **NCS-444086-SA1**

Policy No.: **NCS-444086-SA1**

Address Reference: Vacant Land, Chino Hills, CA

Amount of Insurance:

Premium:

Date of Policy: September 15, 2010 at 8:00 a.m.

1. Name of Insured:

Land Veritas I, LLC, a California limited liability company

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Land Veritas I, LLC, a California limited liability company

4. The Land referred to in this policy is described as follows:

Real property in the City of Chino Hills, County of San Bernardino, and in the Unincorporated Area of Placentia and Yorba Linda, County of Orange, State of California, described as follows:

PARCEL 1:

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, ACCORDING TO GOVERNMENT SURVEY, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN;

THENCE WESTERLY 1320 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TO THE NORTHWEST CORNER THEREOF;

THENCE NORTH 0° 12' WEST, 284.91 FEET TO A POINT IN THE CENTER LINE OF SOQUEL CANYON ROAD;

THENCE FOLLOWING ROAD EASTERLY SOUTH 84° 58' EAST, 592.83 FEET;

THENCE SOUTH 88° 51' EAST, 261.40 FEET;

THENCE NORTH 61° 34' EAST, 384.16 FEET;

THENCE NORTH 88° 20' EAST, 128.00 FEET;

THENCE NORTH 71° 34' EAST, 36.56 FEET TO A POINT BEING THE NORTHWEST CORNER OF THAT CERTAIN 231.1 ACRE TRACT AS SURVEYED BY W.W. HOY, C.E. OCTOBER 20, 1925;

THENCE SOUTH 0° 12' EAST, 423.72 FEET TO THE PLACE OF BEGINNING

(SAN BERNARDINO COUNTY APN 1033-021-07)

PARCEL 2:

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, RUNNING
THENCE SOUTH 437.68 FEET TO A POINT IN THE NORTH LINE OF THAT CERTAIN PARCEL CONTAINING 568 ACRES AS DEEDED TO S.W. MCCOMB, ET AL, AS SHOWN BY MAP ON FILE IN BOOK 593 PAGE(S) 139 OF DEEDS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AND RECORDED IN BOOK 895, PAGE(S) 27 OF DEEDS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;
THENCE ALONG THE NORTHERLY LINE OF SAID 568 ACRE TRACT, SOUTH 83° 32' 40" WEST, 1328.50 FEET;
THENCE LEAVING THE NORTH LINE OF SAID 568 ACRE TRACT, NORTH 603.02 FEET TO THE SOUTHEAST CORNER OF THE SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6;
THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, 1320 FEET TO THE PLACE OF BEGINNING.

(SAN BERNARDINO COUNTY APN 1033-131-04)

Real property in the County of Orange, State of California, described as follows:

PARCEL 3:

THAT PORTION OF SECTIONS 6 AND 7, TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 6, SAID TOWNSHIP AND RANGE, RUNNING
THENCE NORTH 0° 12' WEST, 1 MILE, MORE OR LESS, PARALLEL TO THE EAST LINE OF SAID SECTION 6, TO A POINT IN THE NORTH LINE OF SAID SECTION 6;
THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 6, TO A POINT IN A LINE 1320 FEET WESTERLY AND PARALLEL WITH THE FIRST ABOVE DESCRIBED COURSE;
THENCE SOUTH 0° 12' EAST, 1 MILE, MORE OR LESS, ALONG THE LINE PARALLEL TO AND 1320 FEET WESTERLY OF SAID FIRST DESCRIBED COURSE TO A POINT IN THE SOUTH LINE OF SAID SECTION 6;
THENCE SOUTH 1179.81 FEET, MORE OR LESS, TO THE NORTH LINE OF THAT CERTAIN PARCEL DEEDED TO S.W. MCCOMB, ET AL, AS PER DEED RECORDED IN BOOK 596, PAGE(S) 109 OF DEEDS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AND IN BOOK 9, PAGE(S) 59 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;
THENCE ALONG THE SAID NORTH LINE SOUTH 60° 45' EAST, 41.59 FEET TO AN IRON PIPE;
THENCE NORTH 56° 21' EAST, 266.8 FEET TO AN IRON PIPE;
THENCE NORTH 83° 47' EAST, 320.30 FEET TO AN IRON PIPE;
THENCE NORTH 57° 53' EAST, 262 FEET TO AN IRON PIPE;
THENCE NORTH 30° 22' EAST, 198 FEET TO AN IRON PIPE, BEING THE NORTHEAST CORNER OF SAID PARCEL DEEDED TO S.W. MCCOMB, ET AL, AND THE NORTHWEST CORNER OF THAT CERTAIN 568 ACRE PARCEL DEEDED TO S.W. MCCOMB, ET AL, AS SHOWN BY DEED ON FILE IN BOOK 593 PAGE(S) 139 OF DEEDS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AND IN BOOK 895, PAGE(S) 274 OF DEEDS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;
THENCE FOLLOWING THE NORTH LINE OF SAID 568 ACRE TRACT, NORTH 83° 32' 40" EAST, 414.07 FEET;
THENCE LEAVING SAID NORTH LINE, NORTH 603.02 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING SOUTHWESTERLY OF THE BOUNDARY LINE BETWEEN SAN BERNARDINO COUNTY AND ORANGE COUNTY.

(SAN BERNARDINO COUNTY APN 1033-011-02, -03, -04 AND 1033-131-03)

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, UNINCORPORATED AREA OF PLACENTIA AND YORBA LINDA, DESCRIBED AS FOLLOWS:

PARCEL 4:

THAT PORTION OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 8 WEST OF THE SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF ORANGE, ACCORDING TO THE OFFICIAL PLAT THEREOF FILED IN THE DISTRICT LAND OFFICE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY TERMINUS OF THAT COURSE IN THE NORTHERLY BOUNDARY OF THE LAND DESCRIBED IN A DEED TO S.W. MCCOMB, RECORDED JULY 17, 1925 IN BOOK 596, PAGE(S) 109, DEEDS, OF SAID ORANGE COUNTY AS HAVING A BEARING AND DISTANCE OF SOUTH 57° 53' 00" WEST 262.00 FEET SAID POINT OF BEGINNING BEING ALSO ON THE BOUNDARY LINE BETWEEN SAID ORANGE COUNTY AND SAID SAN BERNARDINO COUNTY, CALIFORNIA;

THENCE ALONG SAID NORTHERLY BOUNDARY OF THE LAND OF MCCOMB, THE FOLLOWING COURSES:

SOUTH 57° 53' 00" WEST 262.00 FEET,

SOUTH 83° 47' 00" WEST 320.3 FEET,

SOUTH 56° 21' 00" WEST 266.80 FEET,

NORTH 65° 43' 00" WEST 41.59 FEET TO THE SOUTHERLY TERMINUS OF THAT COURSE IN THE EAST BOUNDARY OF THE LAND DESCRIBED IN A DEED TO THE SOQUEL COMPANY LTD., RECORDED JUNE 14, 1930 IN BOOK 389, PAGE 292, OF OFFICIAL RECORDS, AS HAVING A BEARING AND DISTANCE OF SOUTH 1179.81 FEET, MORE OR LESS;

THENCE NORTH ALONG SAID EAST BOUNDARY TO A POINT ON THE BOUNDARY LINE BETWEEN SAID ORANGE AND SAN BERNARDINO COUNTIES;

THENCE SOUTHEASTERLY ALONG LAST SAID BOUNDARY LINE TO THE POINT OF BEGINNING.

(ORANGE COUNTY APN 312-051-02)

APN: 1033-021-07-0-000 and 1033-131-04 and 1033-011-02 and 1033-011-03 and 1033-011-04 and 1033-131-03 and 1033-021-04-0-000 and 1033-021-02-0-000

APN: 312-051-02

SCHEDULE B

File No.: **NCS-444086-SA1**

Policy No.: **NCS-444086-SA1**

EXCEPTIONS FROM COVERAGE

This Policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

Part One:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

Part Two:

1. General and special taxes and assessments for the fiscal year 2010-2011, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Water rights, claims or title to water, whether or not shown by the public records.
4. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Soquel Canyon, Rincon and Woodview Community Facilities District No. 5, as disclosed by Notice of Special Tax Authorization recorded March 11, 1987 as Instrument No. 87-079843 of Official Records.
5. This item has been intentionally deleted.
6. This item has been intentionally deleted.
7. This item has been intentionally deleted.

8. An easement for road purposes, and rights and incidental purposes, recorded as Book 133, Page 514 of Official Records.

Affects: Parcel 3
9. This item has been intentionally deleted.
10. An easement for road purposes, and rights and incidental purposes, recorded October 01, 1925 as Book 17, Page 460 of Official Records.

Affects: Parcel 3
11. An easement for road purposes, and rights and incidental purposes, recorded December 01, 1925 as Book 38, Page 219 of Official Records.

Affects: Parcel 2
12. This item has been intentionally deleted.
13. An easement for pole lines, conduits, ingress and egress, and rights and incidental purposes, recorded March 17, 1961 as Book 5379, Page 478 of Official Records.
In Favor of: Southern California Edison Company
Affects: Parcels 2 and 3
14. An easement for telephone, telegraph and communication systems, and rights and incidental purposes, recorded March 27, 1979 as Book 9651, Page 1026 of Official Records.
In Favor of: Pacific Telephone and Telegraph Company
Affects: Parcel 3
15. This item has been intentionally deleted.
16. Rights of parties in possession.

ENDORSEMENT

Attached to Policy No. NCS-444086-SA1

Issued By

First American Title Insurance Company

The Company insures against loss or damage sustained by the Insured by reason of damage to existing improvements, including lawns, shrubbery or trees, resulting from the exercise of any right to use the surface of the Land for the extraction or development of water excepted from the description of the Land or shown as a reservation in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.