

EXHIBIT D-2a. Property Assessment Warranty North Parcel

PROPERTY ASSESSMENT and WARRANTY for ***RAMONA GRASSLANDS CONSERVATION BANK***

This Property Assessment and Warranty ("Property Assessment") is made as of this ~~26th~~ day of November, 2012, by **Kearny PCCP Otay 311, LLC** ("Property Owner"), for the benefit of the Carlsbad Field Office of the U.S. Fish and Wildlife Service ("USFWS"), and the California Department of Fish and Game ("CDFG"), Region 5, 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 Ramona Conservation Bank.

This Property Assessment provides a summary and explanation of each recorded or unrecorded lien or encumbrance on, or interest in, the Property (as defined below), including, without limitation, each exception listed in the Preliminary Report issued by **First American Title Insurance Company, October 29, 2012, Report Number NCS-574225-SD** covering the Property (the "Preliminary Report"). 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 Property pursuant to the BEI (the "Conservation Easement").

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

1. Property Owner is the sole owner of certain real property ("Property") located in San Diego County, designated as San Diego County Assessor's Parcel Numbers 277-050-32, as legally described in Exhibit A and depicted on Exhibit B to the Conservation Easement. Property Owner has, and upon the recordation of the Conservation Easement Property Owner shall have, good, marketable and indefeasible fee simple title to the Property subject only to any exceptions approved in advance of recordation, in writing, by the Signatory Agencies.
2. The 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 Property includes legal access to and from Rangeland Road.
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 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 Property (including, without limitation, mineral interests).

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 Property for conservation purposes, or affecting its Conservation Values, as described in the Easement, or any other matters that may adversely affect title to the Property or interfere with the establishment of a conservation bank thereon.

7. Property Owner has not granted any options, or committed or obligated to sell the 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).

[Note: Attachment 2 shall include copies from the Official Records of the county recorder's office of all recorded exceptions to title (e.g. leases or easements). Attachment 4 shall include a map(s), preferably in GIS Format, illustrating the area of the Property or Conservation Easement Area affected by each exception to title.]

PROPERTY OWNER



Kearny PCCP Otay 311, LLC

November 26, 2012
Date

Attachment 3

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 #10
 - Amount or Obligation secured: \$14,275,000.00
 - Date: August 13, 2010
 - Trustor: Kearny PCCP Otay 311, LLC
 - Trustee: American Securities Company
 - Beneficiary: Wells Fargo Bank, NA
 - Description: Deed of Trust
- 63.07 acres of Property or Conservation Easement Area subject to lien
0 acres of Property or Conservation Easement Area *not* subject to lien

EASEMENTS AND RIGHTS OF WAY

1.

- Preliminary Report Exception or Exclusion #: 6
 - Date: February 28, 1934
 - Grantor: Borrego Valley Land Company
 - Grantee: County of San Diego
 - Description: road easement
 - Analysis: This will not affect the Conservation Easement or the Conservation Values of the Property.
- 1.12 acres of Property or Conservation Easement Area subject to easement
61.95 acres of Property or Conservation Easement Area *not* subject to easement

2.

- Preliminary Report Exception or Exclusion #: 8
 - Date: June 6, 1990
 - Grantor: Ludolph Scherpbier, Cornelia Scherpbier, Paul van Elderen, Neeltje Van Elderen
 - Grantee: Ramona Municipal Water District
 - Description: Grant of Right of Way for water lines
 - Analysis: This will not affect the Conservation Easement or the Conservation Values of the Property. The easement lies within the road easement above.
- 0 acres of Property or Conservation Easement Area subject to easement
63.07 acres of Property or Conservation Easement Area *not* subject to easement