

RESOLUTION NO. 2022-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA DECLARING REAL PROPERTY THAT IS COMMONLY REFERRED TO AS A PORTION OF LYTLE CREEK ROAD EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTIONS 54221(f)(1)(C) AND (E)

WHEREAS, on July 27, 2021, the City Council of the City of Fontana (“City”) approved that certain Agreement Regarding Lytle Creek Road Right of Way Exchange and Joint Escrow Instructions (the “Exchange Agreement”) by and between itself, on the one hand, and EPC Holdings 823 LLC, EPC Holdings 944 LLC, Roseville Investments, LLC, American Superior Land, LLC, and RMD Inland Investors, LLC (together, the “Initial Developers”), on the other hand, an executed copy of which is attached hereto as **Exhibit “1”**; and

WHEREAS, as of September 9, 2021, the Initial Developers, pursuant to that certain Assignment and Assumption of Agreement Regarding Lytle Creek Road Right of Way Exchange and Joint Escrow Instructions (the “A&A Agreement”), assigned all of their respective and collective right, title and interest in and to the Exchange Agreement to Arroyo Cap II-6, LLC, a Delaware limited liability company (“Developer”), which assumed the Initial Developers’ right, title and interest. An executed copy of the A&A Agreement is attached hereto as **Exhibit “2”**; and

WHEREAS, the main purpose of the Exchange Agreement is to establish the terms and conditions by which the City will transfer its fee title interest in that certain portion of Lytle Creek Road (“Existing Lytle Creek Road”) to Developer, in exchange for land owned by Developer on which the City will develop and relocate Lytle Creek Road (“Proposed Lytle Creek Road” and the exchange, the “Exchange”), as more particularly shown on **Exhibit “A”** to the Exchange Agreement; and

WHEREAS, the Surplus Land Act, Government Code section 54220 *et seq.* (the “Act”) applies when a local agency disposes of “surplus land,” which is defined in the Act as “land owned in fee simple by any local agency for which the local agency’s governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency’s use.” Gov’t C. § 54221(b)(1).

WHEREAS, the Act expressly does “not apply to the disposal of exempt surplus land.” Gov’t C. § 54222.3; and

WHEREAS, under the Act, “exempt surplus land” includes land that a local agency is exchanging for another property necessary for the agency’s use. Gov’t C. § 54221(f)(1)(C); and

WHEREAS, under the Act, “exempt surplus land” also includes land that is a former street, right of way, or easement, and is conveyed to an owner of an adjacent property. Gov’t C. § 54221(f)(1)(E); and

WHEREAS, pursuant to the Exchange Agreement, the City will exchange Existing Lytle Creek Road for Developer’s Proposed Lytle Creek Road, so that the City can relocate Existing Lytle Creek Road for use by the public; and

WHEREAS, Existing Lytle Creek Road is a former street and right of way that is proposed to be conveyed to Developer, which owns adjacent property.

WHEREAS, the City Council has reviewed this Resolution and now desires to declare the Properties as exempt surplus land under the Act, based on the findings and justifications contained in this Resolution.

NOW, THEREFORE, BE IT RESOLVED determined and ordered by the City Council of the City of Fontana:

SECTION 1. Incorporation of Recitals; Findings. The City Council hereby finds and determines that the Recitals of this Resolution are true and correct and are hereby incorporated into this Resolution as though fully set forth herein.

SECTION 2. Exempt Surplus Land Declaration and Findings. The City Council hereby finds and declares that Existing Lytle Creek Road and its conveyance to Developer are exempt from the Act pursuant to Government Code sections 54221(f)(1)(C) and 54221(f)(1)(E), based on the findings contained in this Resolution – namely, that Existing Lytle Creek Road is being exchanged for Proposed Lytle Creek Road, which is necessary for the City’s use as a road, and that Existing Lytle Creek Road is a former road and right of way to be conveyed to Developer, which owns land adjacent to Existing Lytle Creek Road.

SECTION 3. CEQA. This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*) (“CEQA”). City staff has determined that the declaration of Existing Lytle Creek Road and its conveyance to Developer as exempt surplus land does not have the potential for creating a significant effect on the environment and is therefore exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3), because it is not a project as defined by the CEQA Guidelines, Section 15378. Adoption of the Resolution, in and of itself, does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

SECTION 4. Effective Date. This Resolution shall become effective upon its adoption.

APPROVED and ADOPTED, this 13th day of September, 2022, by the following vote:

Ayes:

Nays:

Abstain:

Acquanetta Warren, Mayor
City of Fontana

ATTEST:

Germaine McClellan, City Clerk

APPROVED AS TO FORM:
BEST, BEST & KRIEGER LLP

City Attorney

**EXHIBIT “1”
EXCHANGE AGREEMENT**

AGREEMENT REGARDING LYTLE CREEK ROAD RIGHT OF WAY EXCHANGE AND JOINT ESCROW INSTRUCTIONS

This Agreement (“**Agreement**”) is entered into as of August 11, 2021 (“**Effective Date**”), by and between the City of Fontana, a municipal corporation (“**City**”), on the one hand, and EPC HOLDINGS 823 LLC, a Washington limited liability company, EPC HOLDINGS 944 LLC, a Washington limited liability company, ROSEVILLE INVESTMENTS, LLC, a Florida limited liability company, AMERICAN SUPERIOR LAND, LLC, a Delaware limited liability company, and RMD INLAND INVESTORS, LLC, a Delaware limited liability company (collectively “**Land Owner**”), on the other hand. City and Land Owner are sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

This Agreement is made and entered into with regard to the following facts, each of which is acknowledged as true and correct by the Parties to this Agreement:

- A. City is the owner of certain real property that makes up Lytle Creek Road starting from Duncan Canyon Road and running through certain real property known as Monarch Hills and more particularly shown on Exhibit “A” (“**Existing Lytle Creek Road**”).
- B. Land Owner is the owner/developer of various parcels of land located within the City that make up the project commonly known as Monarch Hills (the “**Project**”) for which Land Owner has processed various entitlements through the City under Master Case Number 16-012, including General Plan Amendment (GPA) No 16-001, Zone Change (ZCA) No. 16-001, Conditional Use Permit (CUP) No. 18-011 for a Planned Unit Development, Tentative Tract Map (TTM) No. 16-003 (TM 20010), Design Review (DR) No. 16-007 for site and architectural review of 233 proposed lots in both Residential Planned Community (R-PC) and proposed Medium Density (R-2) zones, TTM No. 16-016 (TM 20069) and DRP No. 16-025 for 129 detached condos, TTM No. 16-017 (TM 20070) and DRP No. 16-026 for 127 attached condos, and Development Agreement (AGR) No. 16-003 – all of which were approved by the City Council on February 16, 2019 (each, an “**Entitlement**” and together, the “**Entitlements**”).
- C. City and Land Owner intend that a portion of Existing Lytle Creek Road be relocated from its current location to the location shown on Exhibit “A” (“**Proposed Lytle Creek Road**”).
- D. City and Land Owner intend to exchange fee ownership to those parcels provided for herein to conform to the new street alignments for Lytle Creek Road, to be constructed by Land Owner, within the alignment shown on Exhibit “A”. The final construction drawings for the Proposed Lytle Creek Road street improvements have been reviewed and approved by the City under Drawing No. 6041 (Project: ELPC20-000004).

- E. The Parties acknowledge that Proposed Lytle Creek Road will be constructed in part on land that Land Owner will be receiving from the San Bernardino County Flood Control District (“**District**”) as part of a separate right of way exchange that will include part of the City’s existing property interests in Existing Lytle Creek Road that Land Owner will receive under this Agreement and that said exchange with the District must occur before construction of the Proposed Lytle Creek Road improvements can begin, and the Parties further acknowledge that the right of way exchange contemplated under this Agreement must occur before the exchange with the District can occur.
- F. In addition, the Parties acknowledge that, prior to the transfer of fee ownership of Existing Lytle Creek Road to Land Owner and subsequent closure of Existing Lytle Creek Road in anticipation of development of that certain flood channel depicted in Exhibit “A” labeled “Proposed Hawker-Crawford Channel” (the “**Proposed Flood Channel**”) that Land Owner must submit to City and City must approve a detour route using existing roads (the “**Detour Route**”).
- G. Existing Lytle Creek Road is not “surplus land” as defined in the Surplus Land Act (Government Code section 54220 *et seq.*) (the “**Act**”), because it is necessary for the City’s use as a road and public right-of-way, and therefore, the exchange of real property proposed under this Agreement is not subject to the Act; even assuming Existing Lytle Creek Road were deemed and declared “surplus land” under the Act, it and the exchange of it would be exempt pursuant to sections 54221(f)(1)(C) and (E) of the Act.
- H. The purpose of this Agreement is to memorialize the timing and conditions of transfer of land between the Parties and the street improvements to be made by Land Owner for Lytle Creek Road.

AGREEMENT

NOW, THEREFORE, based on the forgoing Recitals, which are incorporated by reference as if full set forth herein, the Parties hereto agree as follows:

1. Existing City Property Interests. City is the owner of the real property interests in Existing Lytle Creek Road as shown in Exhibit “A” and described in Exhibit “B.”
2. Existing Land Owner Interests. Land Owner is the Owner of certain real property located in the City commonly known as Monarch Hills, with tax assessor’s parcel numbers 226-075-10, 13, 15, 16, 17, 18; 226-075-40, 41; and 226-075-26, 27, 28, 29, 39, including the land on which Proposed Lytle Creek Road will be constructed as shown on Exhibit “A” and described in Exhibit “C.”
3. Exchange. Upon the satisfaction or waiver of all of the conditions precedent to the Close of Escrow set forth in Section 9 below, (a) Land Owner will acquire from City Existing Lytle Creek Road; and (b) City will acquire from Land Owner Proposed Lytle Creek Road (the “**Exchange**”).

4. Detailed Steps of the Exchange.

a. Upon acceptance of the Detour Route and delivery by Land Owner to the City of the Bond (as defined in Section 5(b)), City will release its interests in Existing Lytle Creek Road to Land Owner.

b. At the same time as the City's release of its interests in Existing Lytle Creek Road (as defined above in Section 4(a)), Land Owner shall release its interest in the land underlying Proposed Lytle Creek Road (the "**Proposed Lytle Creek Road Land**") and, concurrently, City shall grant Land Owner an exclusive easement on the Proposed Lytle Creek Road Land to construct the Proposed Lytle Creek Road street improvements, as described below in Section 5 (the "**Easement**").

c. Upon completion and acceptance of Proposed Lytle Creek Road and its related improvements, City will accept the offer of dedication by Land Owner for the area of the completed and accepted improvements and thereafter terminate the Easement.

d. Land Owner agrees that within 120 days following the execution of this Agreement by all parties, Land Owner will submit a project schedule for the construction of the Proposed Lytle Creek Road improvements to City for review and approval. All Parties acknowledge that this schedule is subject to change without prior approval of all Parties to this Agreement.

5. Proposed Lytle Creek Road Street Improvements

a. Land Owner will, at its sole cost and expense, construct the full-width street improvements and landscaping for the realignment of Lytle Creek Road in accordance with the various Entitlements approved under Master Case Number 16-012 and the street improvement plans for Proposed Lytle Creek Road approved by the City under Drawing No. 6041 (Project: ELPC20-000004) (the "**Proposed Lytle Creek Road Plans**").

b. The Proposed Lytle Creek Road and related improvements shall be bonded prior to the commencement of construction. The construction bond provided by Land Owner (the "**Bond**") shall be for the benefit of City and sufficient for City to complete the construction of Proposed Lytle Creek Road and related improvements as set forth in the Proposed Lytle Creek Road Plans, in the event Land Owner is unwilling or not able to complete the improvements to Lytle Creek Road after construction has commenced. The Bond amount will be established by City, utilizing reasonable construction costs, after construction plans and specifications have been approved by City.

6. Escrow and Title.

a. Escrow Holder. The Exchange shall be consummated through an escrow (the "**Escrow**") at First American Title Company, escrow officer, Jeanne Gould (the "**Escrow Holder**").

b. Title Company. Any title policies issued for the benefit of the City with respect to the Proposed Lytle Creek Road, and to the Land Owner with respect to the Existing

Lytle Creek Road, respectively and as applicable, in connection with the Exchange shall be issued by First American Title Company, title officer, Terrell Crutchfield (the “**Title Company**”).

c. **Escrow Instructions.** Escrow shall be opened within three (3) days following the execution of this Agreement by delivery to Escrow and acceptance of this Agreement by Escrow Holder in writing. Escrow Holder shall open an Escrow for the consummation of the Exchange pursuant to the terms of this Agreement and this Agreement shall constitute the joint escrow instructions of the Parties to Escrow Holder. Upon Escrow Holder’s receipt of the fully executed Agreement, Escrow Holder is authorized to act in accordance with the terms of this Agreement. The Parties shall execute Escrow Holder’s general escrow instructions upon request; provided, however, that if there is any conflict or inconsistency between such general escrow instructions and this Agreement, this Agreement shall control.

d. **Definition of Close of Escrow.** For purposes of this Agreement, the term “Close of Escrow” shall mean the time when Escrow Holder shall have recorded both of the Grant Deeds as set forth in Section 10(d)(iii) below.

7. Land Owner’s Approval of Condition of Title / Due Diligence.

a. **Land Owner’s Review of Condition of Title.** Prior to the Effective Date, the Land Owner has received and reviewed that certain Preliminary Title Report Order No. NHSC-6614406 dated June 8, 2021 (the “**City Property Preliminary Title Report**”), covering Existing Lytle Creek Road and issued by Title Company, a copy of which is attached hereto as Exhibit “D.” Except as specifically noted in Exhibit “D.” the Land Owner acknowledges that the Land Owner has approved those exceptions listed in Schedule B of the City Property Preliminary Title Report. Those exceptions which the Land Owner has approved on the City Property Preliminary Title Report are referred to as the “**City Property Permitted Exceptions.**” The City Property Permitted Exceptions shall exclude any delinquent taxes or any taxes due and payable prior to the Close of Escrow and any and all other monetary liens or encumbrances on the Existing Lytle Creek Road.

b. **City Transfer Parcel Title Insurance Policy.** At the option of the Land Owner, and upon the Land Owner’s request, at the Close of Escrow and as a condition thereto, the Title Company shall issue to the Land Owner a policy of title insurance (the “**City Property Title Policy**”) as to the Existing Lytle Creek Road, containing the terms and provisions set forth in this Section 7(b). The City Property Title Policy shall be an ALTA Standard Coverage Owner’s Policy of Title Insurance issued by the Title Company in an amount determined by Land Owner, showing fee simple title to the Existing Lytle Creek Road vested in the Land Owner, subject only to non-delinquent taxes and assessments, the City Property Permitted Exceptions, and such other matters as to which the Land Owner may consent in writing. The premium for the City Property Title Policy and any costs in connection with the search and examination of title and/or for the issuance of the City Property Preliminary Title Report shall be paid by the Land Owner. The City Property Title Policy shall be issued without reliance on any indemnity of the City or any third party to induce Title Company to issue the City Property Title Policy, without the prior written consent of the Land Owner. If the Land Owner so elects and the Title Company agrees, the City Property Title Policy may include such endorsements as the Land Owner may reasonably request; provided, however that all such endorsements shall be issued at the Land Owner’s sole cost and expense. In addition, if the Land Owner so elects and the Title Company agrees to issue an ALTA Extended

Coverage Owner's Policy (2006 Form), the City Property Title Policy as defined above shall be an ALTA Extended Coverage Policy rather than an ALTA Standard Coverage Policy, with all other elements remaining the same; provided however that such ALTA Extended coverage shall be issued at the Land Owner's sole cost and expense

c. **Land Owner's Due Diligence.** The Land Owner shall have the right to perform such due diligence as it deems appropriate to investigate the suitability of Existing Lytle Creek Road for Land Owner's intended uses, which investigations may include, but are not limited to, environmental testing, review for conformity with State law and local codes, and review with State and local officials regarding use of Existing Lytle Creek Road (the "**Land Owner Due Diligence**"). The due diligence period shall begin on the Effective Date and end on the sixtieth (60th) day after the later of the Effective Date to this Agreement or the delivery of the City Property Preliminary Title Report to Land Owner (the "**Land Owner Due Diligence Period**"), during which time Land Owner shall have the absolute right to terminate the proposed Exchange transaction and this Agreement and related transactions for any reason whatsoever without such termination constituting a default and without any further obligations under this Agreement. Land Owner will rely solely on its due diligence investigations in deciding whether to accept Existing Lytle Creek Road.

8. City's Approval of Condition of Title.

a. **City's Review of Condition of Title.** Prior to the Effective Date, City has received and reviewed that certain Preliminary Title Report Order No. NHSC-6614406, dated June 8, 2021, covering the Proposed Lytle Creek Road (the "**Land Owner Property Preliminary Title Report**"), issued by Title Company, a copy of each of which is attached hereto as Exhibit "E." Except as specifically noted in Exhibit "E," City acknowledges that City has approved those exceptions listed on the Land Owner Property Preliminary Title Report. Those exceptions which City has approved on the Land Owner Property Preliminary Title Report are hereinafter referred to as the "**Land Owner Property Permitted Exceptions.**" The Land Owner Property Permitted Exceptions shall exclude any delinquent taxes or any taxes due and payable prior to the Close of Escrow and any other monetary liens or encumbrances on the Proposed Lytle Creek Road.

b. **Land Owner Transfer Parcel Title Insurance Policy.** At the option of City, and upon City's request, at the Close of Escrow and as a condition thereto, the Title Company shall issue to City a policy of title insurance (the "**Land Owner Property Title Policy**") as to all or part of the Proposed Lytle Creek Road, containing the terms and provisions set forth in this Section 8(b). The Land Owner Property Title Policy shall be an ALTA Standard Coverage Owner's Policy of Title Insurance issued by the Title Company in an amount determined by City, showing fee simple title to the Proposed Lytle Creek Road, vested in City, subject only to non-delinquent taxes and assessments, the Land Owner Property Permitted Exceptions, and such other matters as to which City may consent in writing. The premium for the Land Owner Property Title Policy and any costs in connection with the search and examination of title and/or for the issuance of the Land Owner Property Preliminary Title Report shall be paid by City. The Land Owner Property Title Policy shall be issued without reliance on any indemnity of Land Owner or any third party to induce Title Company to issue the Land Owner Property Title Policy, without the prior written consent of City. If City so elects and the Title Company agrees, the Land Owner Property Title Policy may include such endorsements, respectively and as applicable, as City may

reasonably request; provided, however that all such endorsements shall be issued at City's sole cost and expense. In addition, if City so elects and the Title Company agrees to issue one or more ALTA Extended Coverage Owner's Policy (2006 Form), the "**Land Owner Property Title Policy**" as defined above shall be an ALTA Extended Coverage Policy rather than an ALTA Standard Coverage policies, with all other elements remaining the same; provided, however that such extended ALTA Extended coverage shall be issued at the City's sole cost and expense.

c. **City's Due Diligence.** The City shall have the right to perform such due diligence as it deems appropriate to investigate the suitability of Proposed Lytle Creek Road for City's intended uses, which investigations may include, but are not limited to, environmental testing, review for conformity with State law and local codes, and review with State and local officials regarding use of Proposed Lytle Creek Road (the "**City Due Diligence**"). The due diligence period shall begin on the Effective Date and end on the sixtieth (60th) day after the later of the Effective Date to this Agreement or the delivery of the Land Owner Property Preliminary Title Report to City (the "**City Due Diligence Period**"), during which time City shall have the absolute right to terminate the proposed Exchange transaction and this Agreement and related transactions for any reason whatsoever without such termination constituting a default and without any further obligations under this Agreement. City will rely solely on its due diligence investigations in deciding whether to accept Proposed Lytle Creek Road.

9. **Conditions Precedent to Close of Escrow.**

a. **Land Owner's Conditions.** Each of the following shall constitute a condition precedent to the obligations of Land Owner to close the Escrow and may be waived only by a written waiver executed by Land Owner and delivered to City and to Escrow Holder:

i. **Documents.** The applicable documents described in Section 10(c)(ii) below shall have been deposited in Escrow by City.

ii. **Title Policy.** If requested by Land Owner, the Title Company shall be irrevocably committed to issue the City Property Title Policy upon the Close of Escrow.

iii. **Acceptance of Property.** Land Owner shall be satisfied, after reviewing Title and otherwise conducting Due Diligence as provided in Section 7(a) through (c), that the Existing Lytle Creek Road is suitable for its intended uses and acceptable to Land Owner. Should Land Owner fail to terminate the Exchange prior to the expiration of the Due Diligence Period as provided in Section 7(c), the Existing Lytle Creek Road shall be deemed suitable and acceptable to Land Owner.

iv. **No Material Change.** As of the Close of Escrow, there shall be no material change in the Existing Lytle Creek Road that would materially impair Land Owner's use or development of the Existing Lytle Creek Road.

v. **Representations and Warranties.** All of City's representations and warranties as set forth herein shall be true as of the Close of Escrow.

vi. **No Default.** City shall not be in material default hereunder. If Land Owner does not give Escrow Holder written notice of City's default, for purposes of this

Section 9(a)(vi) only, City shall be deemed not to be in default hereunder, and Escrow Holder shall proceed with the Close of Escrow as though City were not in default. Land Owner's failure to give such notice to Escrow Holder shall not excuse performance by City of any obligation hereunder.

b. City's Conditions. Each of the following shall constitute a condition precedent to the obligations of City to close the Escrow and may be waived only by a written waiver executed by City and delivered to Land Owner and to Escrow Holder:

i. Documents. The applicable documents described in Section 10(c)(i) below shall have been deposited in Escrow by Land Owner.

ii. Title Policy. If requested by City, the Title Company shall be irrevocably committed to issue the Land Owner Property Title Policy upon the Close of Escrow.

iii. Detour Route. Land Owner shall apply for and City shall approve a Detour Route as described in Recital F and Section 4(a) above.

iv. Acceptance of Property. The City shall be satisfied, after reviewing Title and otherwise conducting Due Diligence as provided in Section 8(a) through (c), that the Detour Route is acceptable for motorist use during construction of Proposed Lytle Creek Road and that the Proposed Lytle Creek Road Land is suitable for its intended uses and acceptable to City. Should City fail to terminate the Exchange prior to the expiration of the Due Diligence Period as provided in Section 8(c), the Proposed Lytle Creek Road shall be deemed suitable and acceptable to the City.

v. No Material Change. As of the Close of Escrow, there shall be no material change in the Proposed Lytle Creek Road that would materially impair City's use or development of the Proposed Lytle Creek Road.

vi. Representations and Warranties. All of Land Owner's representations and warranties as set forth herein shall be true as of the Close of Escrow.

vii. No Default. Land Owner shall not be in material default hereunder. If City does not give Escrow Holder written notice of Land Owner's default, for purposes of this Section 9(b)(vii) only, Land Owner shall be deemed not to be in default hereunder, and Escrow Holder shall proceed with the Close of Escrow as though Land Owner were not in default. City's failure to give such notice to Escrow Holder shall not excuse performance by Land Owner of any obligation hereunder.

10. Close or Cancellation of Escrow.

a. Closing Date. Provided that this Agreement is not earlier terminated pursuant to the terms and provisions hereof and provided that all of the conditions precedent to the Close of Escrow have been satisfied or waived, as set forth in a joint confirmatory writing (the "Joint Confirmation") and delivered to Escrow Holder, the Parties agree that the Escrow shall close and Escrow Holder is instructed to close the Escrow on the earlier of (i) 120 days from the Effective Date; and (ii) ten (10) days after Escrow Holder's receipt of the Joint Confirmation (the "Closing Date"), unless extended as described in Section 10(a)(i). Escrow Holder, by closing the Escrow,

shall be deemed to have irrevocably committed to cause the Title Company to issue any requested Land Owner Property Title Policy and City Property Title Policy.

i. In the event that either Party believes it is necessary to extend the Closing Date, that Party shall have the right to unilaterally extend the Closing Date by ten (10) days by providing written notice to the other Party before the Closing Date. Each Party shall only be entitled to one unilateral extension. The Parties may subsequently extend the Closing Date only by written agreement of both Parties. The City, by its City Manager, may administratively approve any mutual extension; provided, however, that any extension requested by Land Owner beyond Ninety (90) days from the original Closing Date must be approved by the City's governing body.

ii. In the event that the Close of Escrow fails to occur by the Closing Date (including any permitted extension), and neither Party is in default of its obligations hereunder, then the Party for whose benefit the non-satisfied condition exists may cancel the Escrow by written notice to the other Party and to Escrow Holder. In the event that, due to an **"Event of Default"** by a **"Defaulting Party"** (as the quoted terms are defined in Section 12(a) below), the Close of Escrow fails to occur by the Closing Date, then without waiving any rights or remedies which the non-Defaulting Party may have against the Defaulting Party under Section 12 of this Agreement, the non-Defaulting Party may cancel the Escrow upon written notice to the Defaulting Party and to Escrow Holder. In the event that the non-Defaulting Party elects not to terminate this Agreement, then the non-Defaulting Party may pursue the remedies for such Event of Default as provided in Section 12 below.

b. Escrow Cancellation. If, for any reason, the Escrow is cancelled pursuant to Section 10(a)(ii) above, Escrow Holder shall return to the Parties delivering same all instruments which are then held by Escrow Holder in connection with the Escrow.

i. If the Escrow is cancelled pursuant to Section 10(a)(ii) above and neither Party is in default of its obligations hereunder, this Agreement shall be deemed to be terminated (with the exception of those provisions which expressly state that they are to survive such termination), and the Parties shall each bear equally the entirety of the title and Escrow fee and cancellation charges, if any. In such event, neither Party shall be obligated to the other to close the Escrow hereunder.

ii. If the Escrow is cancelled pursuant to Section 10(a)(ii) above and Land Owner is the Defaulting Party, Land Owner shall pay the Escrow fee and cancellation charges.

iii. If the Escrow is cancelled pursuant to Section 10(a)(ii) above and City is the Defaulting Party, City shall pay the Escrow fee and cancellation charges.

c. Items to be Delivered into Escrow.

i. LAND OWNER. On or before one (1) business day prior to the Closing Date, Land Owner shall execute and deposit in Escrow the following:

A. Immediately available funds in the amount of Land Owner's share of costs and prorations described in Section 11 below;

B. A nonforeign transferor declaration (the “**Nonforeign Transferor Declaration**”) in the form of Exhibit “F” attached hereto;

C. A California state tax withholding certificate in accordance with the requirements of California Revenue and Taxation Code Sections 18805(d) and 26131 (California Form 593-W for Non-Individual Sellers and California Form 593-C for Individual Sellers), executed by Land Owner (the “**California Tax Certificate**”);

D. An executed grant deed or other documentation reasonably requested by City to transfer title to the Proposed Lytle Creek Road Land (the “**Proposed Lytle Creek Road Land Grant Deed**”), in the form of Exhibit “G” attached hereto, and any accompanying warranties or guarantees to City;

E. The Bond; and

F. Such other documents as may be reasonably required by Title Company or Escrow Holder in order to issue the Land Owner Property Title Policy, if requested by the City, or otherwise required to transfer the Proposed Lytle Creek Road to City in accordance with the terms of this Agreement.

ii. CITY. On or before one (1) business day prior to the Closing Date, City shall execute and deposit in Escrow the following:

A. Immediately available funds in the amount of City’s share of costs and prorations described in Section 11 below;

B. A nonforeign transferor declaration (the “**Nonforeign Transferor Declaration**”) in the form of Exhibit “F” attached hereto;

C. A California state tax withholding certificate in accordance with the requirements of California Revenue and Taxation Code Sections 18805(d) and 26131 (California Form 593-W for Non-Individual Sellers and California Form 593-C for Individual Sellers), executed by City (the “**California Tax Certificate**”);

D. An executed grant deed or other documentation reasonably requested by Land Owner to transfer title to the Existing Lytle Creek Road, in the form of Exhibit “G” attached hereto, and any accompanying warranties or guarantees to Land Owner (the “**Existing Lytle Creek Road Grant Deed**” and together with the Proposed Lytle Creek Road Land Grant Deed, the “**Grant Deeds**”);

E. An executed Grant of Easement, in the form of Exhibit “H” attached hereto, allowing Land Owner onto the Proposed Lytle Creek Road Land to construct Proposed Lytle Creek Road after fee title to the Proposed Lytle Creek Road Land has passed to the City (the “**Easement**”); and

F. Such other documents as may be reasonably required by Title Company or Escrow Holder in order to issue the City Property Title Policy, if requested, or

otherwise required to transfer the Existing Lytle Creek Road to Land Owner in accordance with the terms of this Agreement.

d. Escrow Holder's Instructions. At such time as the conditions precedent to the Close of Escrow have been satisfied or waived, Escrow Holder shall take the following actions, in the following order:

i. Collate the counterparts of the Agreement into two fully executed counterparts;

ii. Date, as of the Close of Escrow, all instruments calling for a date;

iii. Record the Grant Deeds in the Official Records of San Bernardino County, California ("Official Records");

iv. Record the Easement in the Official Records;

v. Give City and Land Owner telephonic and email notice that the Close of Escrow has occurred; and

vi. Deliver to City the Land Owner Property Title Policy, and to Land Owner the City Property Title Policy, if so requested.

e. Post-Closing Matters. After the Close of Escrow, Escrow Holder shall deliver the following:

i. To City: A copy, as recorded, of the Proposed Lytle Creek Road Land Grant Deed, the original Nonforeign Transferor Declaration executed by Land Owner, and the original California Tax Certificate executed by Land Owner.

ii. To Land Owner: Copies, as recorded, of the Existing Lytle Creek Road Grant Deed and of the Easement, the original Nonforeign Transferor Declaration executed by City, and the original California Tax Certificate executed by City.

f. IRS Form 1099-S. For purposes of complying with Section 6045 of the Code, as amended by Section 1521 of the Code, Escrow Holder shall be deemed the "person responsible for closing the transaction," and shall be responsible for obtaining the information necessary to file and shall file within the time specified with the Internal Revenue Service Form 1099-S, "Statement for Recipients of Proceeds from Real Estate, Broker and Barter Exchange Transactions."

11. Costs and Prorations.

a. Prorations. Escrow Holder shall prorate all non-delinquent real property taxes and assessments as to the Existing Lytle Creek Road between City and Land Owner as of the Close of Escrow based upon a 365-day year and based upon the latest available tax bill. Escrow Holder shall prorate all non-delinquent real property taxes and assessments as to the Proposed Lytle Creek Road Land, between Land Owner and City as of the Close of Escrow based upon a

365-day year and based upon the latest available tax bill for such property. The Parties agree that if such prorations are inaccurate because the latest available tax bill does not represent the taxes actually assessed, then the Parties will, as soon as tax bills actually covering the period during which the Close of Escrow takes place are available, make such further adjustments outside of the Escrow as may be appropriate so that each Party shall have borne all taxes allocable to the period during which it was the owner of its respective property.

12. Default.

a. **Events of Default.** The failure of a Party (the “**Defaulting Party**”) to perform any material act to be performed by such Party, to refrain from performing any material prohibited act, or to fulfill any condition to be fulfilled by such Party under this Agreement, or under any agreement referred to herein or attached hereto as an exhibit, within ten (10) days after written notice of such failure from the non-Defaulting Party shall be an “**Event of Default**” by the Defaulting Party with respect to the Defaulting Party’s obligations hereunder; provided, however, that if more than ten (10) days are reasonably required in order to cure such Event of Default, then the Defaulting Party shall be entitled to a maximum of thirty (30) days to effect such cure, provided the Defaulting Party commences cure within such ten (10) day period and diligently proceeds to complete such cure within such thirty (30) day period. For the avoidance of doubt, Land Owner’s failure or unwillingness to complete construction of Proposed Lytle Creek Road, subject to the aforementioned notice and cure periods, shall constitute an Event of Default.

b. **Remedies.** Upon the occurrence of any Event of Default by a Defaulting Party, the non-Defaulting Party shall, subject to the cure periods set forth in Section 12(a) above, have (i) the power to unilaterally terminate this Agreement immediately upon written notice to the Defaulting Party; and (ii) any other rights or remedies available to it under this Agreement or at law or in equity, including, in the case of Land Owner’s failure or unwillingness to complete construction of Proposed Lytle Creek Road, drawing down of the Bond to pay for the City to complete construction of Proposed Lytle Creek Road.

13. Timeliness. Parties agree to work together in a timely manner to complete all respective project related matters.

14. Counting Days. When counting days pursuant to any term of this Agreement, the first day shall not be included, and the last day shall be included. If the last day falls on a Saturday, Sunday, or holiday when the City is closed, the last day shall be deemed the first day after such Saturday, Sunday, or holiday, when the City is open for business.

15. Notices.

If to Land Owner:

c/o EPC Holdings 823, LLC
3161 Michelson Drive, Suite 425
Irvine, CA 92612
Attn: Craig Cristina
Telephone: (949) 383-4124
ccristina@richlandcommunities.com

With Copy and Email To:

John A. Ramirez, Esq.
Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
(714) 662-4610
jramirez@rutan.com

If to City:

City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
Attn: Ricardo Sandoval, City Engineer
Telephone: (909) 350-7613
RSandoval@Fontana.org

With a Copy to:

Best Best & Krieger LLP
2855 E. Guasti Road, Suite 400
Ontario, CA 91761
Attn: Jeffrey Ballinger, City Attorney
Telephone: (909) 989-8584
jeff.ballinger@bbklaw.com

16. Integration; Modification; Waiver. This Agreement represents and contains the entire agreement and understanding among the Parties hereto with respect to the subject matter of this Agreement, as of the Effective Date, and supersedes any and all prior written and oral agreements and understandings. This Agreement may be amended or modified only through a writing executed by all the Parties. Neither the failure nor any delay on the part of a Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the waiving party.

17. Governing Law and Venue. This Agreement shall be deemed executed and delivered within the State of California. The rights and obligations of the Parties hereunder shall be governed, construed and enforced in accordance with the laws of the State of California. The venue for any dispute arising from or related to this Agreement, its performance, and its interpretation shall be the Superior Court of California, County of San Bernardino.

18. Severability. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be

severable and remain in effect, unless imposing the any remaining terms of the Agreement would deprive a Party of a material benefit or consideration under this Agreement.

19. No Presumption Against Drafting Party. This Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any Party. The Parties acknowledge that this Agreement documents a negotiated agreement and it shall not be construed or interpreted in favor of any Party due to the fact that one of the Party's attorneys drafted this Agreement.

20. Further Assurances. From and after the Effective Date, the Parties shall cooperate in good faith with the each other in taking such actions and executing such instruments as may be reasonably necessary to effectuate the purposes of entering into this Agreement and to perfect the rights granted hereunder.

21. Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement, with the same effect as if all parties had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement and reattached to any other counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages. Duly executed signatures to this Agreement may be delivered by facsimile or e-mail, and signature pages delivered by such methods shall be deemed equivalent to, and of the same force and effect as, original signature pages.

22. Enforcement. The Parties anticipate memorializing the terms of this Agreement in a long-form agreement, providing further detail and specifics on the subjects of this Agreement. Enforcement of this Agreement is not dependent upon the Parties entering into a more formal agreement and, in the event no such agreement is entered into, the terms of this Agreement shall remain binding on the Parties.

23. Assignment. Land Owner shall have the right to freely assign this agreement, at its sole and absolute discretion, to a subsequent party provided assignee executes and delivers to City an assumption agreement assuming the rights and obligations of assignor set forth in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF FONTANA

DocuSigned by:
Mark Denny
5273CA3345BF465...
By: _____
Mark Denny
City Manager

Attest:

DocuSigned by:
Tonia Lewis
C790743318624ED...
By: _____
Tonia Lewis, City Clerk

Approved as to form:

DocuSigned by:
Ruben Duran
622D5F9CCD6240C...
By: _____
Best Best & Krieger LLP
City Attorney

DocuSigned by:
Phillip Burum
68D0C000F4704F2...
By: _____
Phillip Burum, Deputy City Manager
Development Services Organization

DocuSigned by:
Ricardo Sandoval
313AA5C14DA941B...
By: _____
Ricardo Sandoval
Director of Engineering/City Engineer

EPC HOLDINGS 823, LLC
a Washington limited liability company

DocuSigned by:
John Troutman
48E6339AEF904C2...
By: _____
John Troutman
Vice President

EPC HOLDINGS 944, LLC
a Washington limited liability company

DocuSigned by:
John Troutman
48E6339AEF904C2...
By: _____
John Troutman
Vice President

ROSEVILLE INVESTMENTS, LLC
a Florida limited liability company

DocuSigned by:
John Troutman
48E6339AEF904C2...
By: _____
John Troutman
Vice President

AMERICAN SUPERIOR LAND, LLC
a Delaware limited liability company

DocuSigned by:
John Troutman
48E6339AEF904C2...
By: _____
John Troutman
Vice President

RMD INLAND INVESTORS, LLC
a Delaware limited liability company

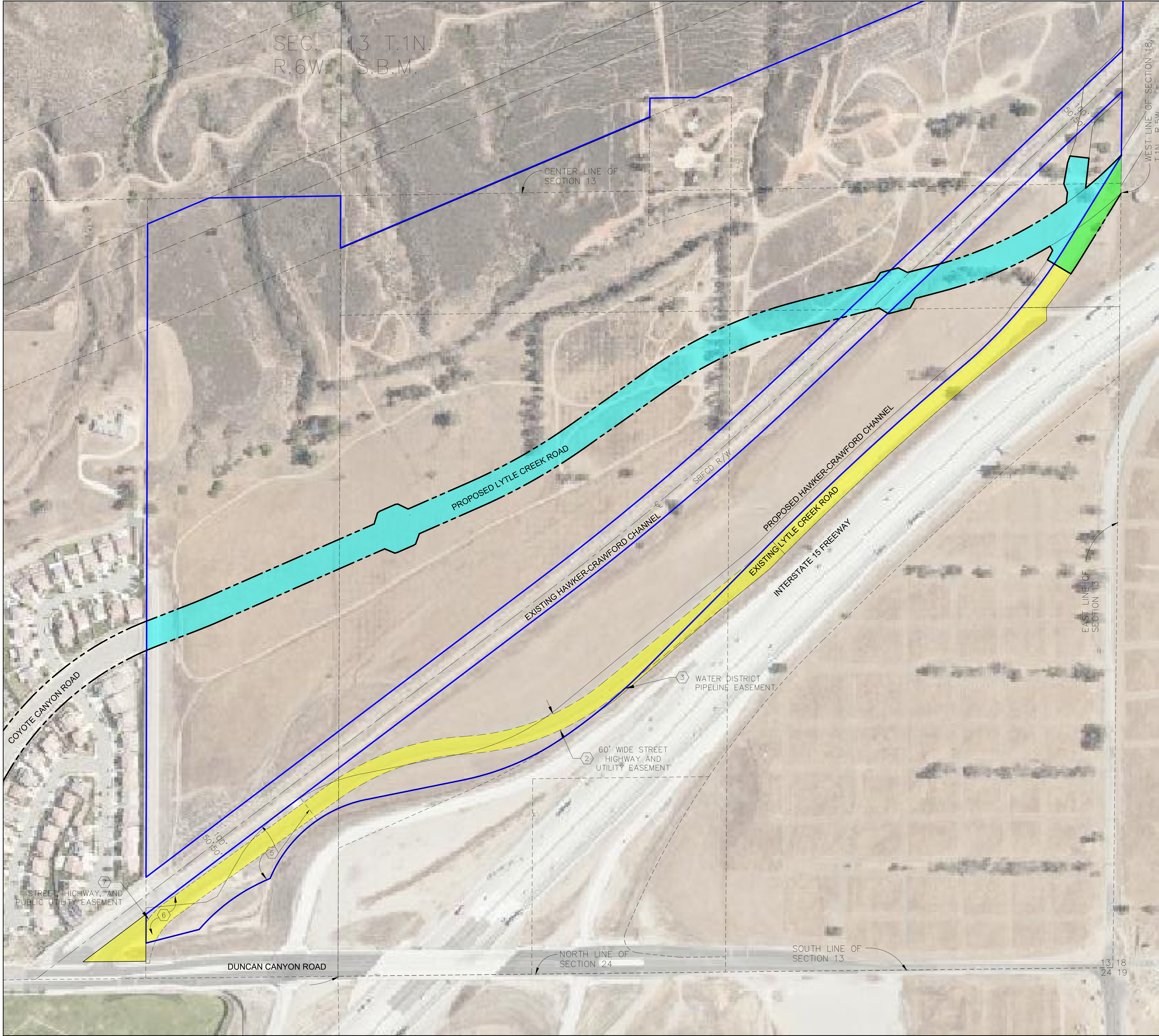
DocuSigned by:
John Troutman
48E6339AEF904C2...
By: _____
John Troutman
Vice President

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

DocuSigned by:
Lisa Strong
5C22B5F9685B47F...
By: _____
Lisa Strong
Management Services Director

DocuSigned by:
Sid Lambert
48A62BB7DD87461...
By: _____
Purchasing

EXHIBIT A
MONARCH HILLS
EXISTING AND PROPOSED LYTTLE CREEK ROADS
LOCATION MAP



LEGEND

PROJECT BOUNDARY

EXISTING LYTLE CREEK ROAD

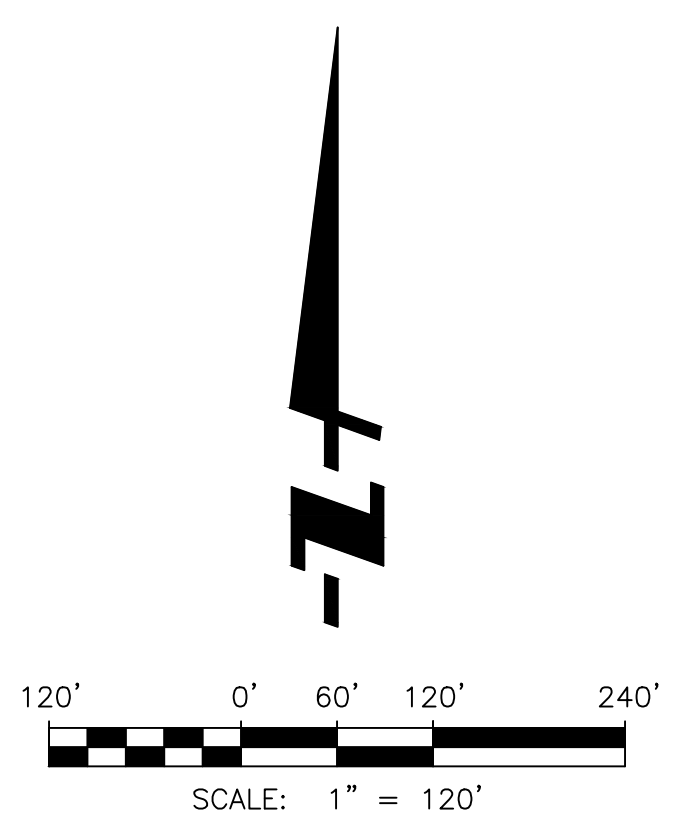
EXISTING CITY R/W TO REMAIN
24,880 SF (0.57 AC)

EXISTING CITY EASEMENT/
RIGHT-OF-WAY TO BE VACATED
260,330 SF (5.98 AC)

PROPOSED LYTLE CREEK ROAD

R/W TO BE GRANTED TO CITY
352,980 SF (8.10 AC)

- EASEMENT NOTES**
- ② AN EASEMENT FOR THE PURPOSE OF STREET, HIGHWAYS, AND PUBLIC UTILITY GRANTED TO THE CITY OF FONTANA, RECORDED JUNE 12, 2009, INSTRUMENT NO. 2009-0257670, O.R.
 - ③ AN EASEMENT FOR PURPOSES OF PIPELINES GRANTED TO THE WEST VALLEY WATER DISTRICT, RECORDED FEBRUARY 24, 2012, INSTRUMENT NO. 2012-0072267, O.R.
 - ⑤ AN EASEMENT FOR THE PURPOSE OF DRAINAGE AND GRADING GRANTED TO THE SAN BERNARDINO FLOOD CONTROL DISTRICT RECORDED AUGUST 30, 2007, INSTRUMENT NO. 2007-0503773, O.R. (NON-PERMANENT TO TERMINATE UPON IMPROVEMENTS TO DIRECT DRAINAGE ON PROPERTY TO HAWKER CRAWFORD CHANNEL)
 - ⑥ AN EASEMENT FOR PURPOSE OF STREET, HIGHWAY AND PUBLIC UTILITY GRANTED TO THE CITY OF FONTANA, RECORDED APRIL 8, 2009, INSTRUMENT NO. 2009-0148714, O.R., A PORTION OF SAID EASEMENT WAS VACATED BY RESOLUTION NO. 2011-02 AND RECORDED APRIL 13, 2011, INSTRUMENT NO. 2011-0148515, O.R.
 - ⑦ AN EASEMENT FOR THE PURPOSES OF STREET, HIGHWAY AND PUBLIC UTILITY GRANTED TO THE CITY OF FONTANA, RECORDED MAY 20, 2011, INSTRUMENT NO. 2011-0206331, O.R.




MONARCH HILLS	
CITY OF FONTANA LYTLE CREEK ROAD RIGHT-OF-WAY EXCHANGE EXHIBIT	
 FUSCOE ENGINEERING 6390 Greenwich Dr., Suite 170 San Diego, California 92122 tel 858.554.1500 • fax 858.597.0335 www.fuscoeng.com	JOB NO. 1289-002
	DRAWN BY: KK
	SHEET 1 of 1

EXHIBIT B

**EXISTING LYTLE CREEK ROAD
LEGAL DESCRIPTION**

EXHIBIT "B"
LEGAL DESCRIPTION
LYTLE CREEK ROAD VACATION -EXISTING ONSITE

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF THE EASEMENTS DEDICATED TO THE CITY OF FONTANA FOR STREET HIGHWAY AND PUBLIC UTILITY PURPOSES DESCRIBED IN THE EASEMENT DEEDS RECORDED APRIL 08, 2009 AS INSTRUMENT NO. 2009-0148714, AND JUNE 12, 2009 AS INSTRUMENT NO. 2009-0257670, BOTH OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, AND LYING WITHIN SECTION 13, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL GOVERNMENT TOWNSHIP MAP THEREOF, APPROVED BY THE SURVEYOR GENERAL, DATED NOVEMBER 13, 1885, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID SECTION 13 AND THE WESTERLY LINE OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE, ALONG SAID WESTERLY LINE, NORTH 00°08'16" EAST, 119.85 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN THE GRANT DEED RECORDED JUNE 24, 2011 AS INSTRUMENT NO. 2011-0257722 OF OFFICIAL RECORDS, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE, CONTINUING ALONG SAID WESTERLY LINE NORTH 00°08'16" EAST, 69.68 FEET TO THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN SAID EASEMENT DEED RECORDED AS INSTRUMENT NO. 2009-0148714, OFFICIAL RECORDS OF SAID COUNTY, SAID NORTHWESTERLY LINE BEING A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 280.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 55°51'44" WEST;

THENCE, LEAVING SAID WESTERLY LINE AND ALONG SAID NORTHWESTERLY LINE OF THE LAND DESCRIBED IN SAID EASEMENT DEEDS THE FOLLOWING COURSES:

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°04'06", A DISTANCE OF 98.07 FEET;

THENCE NORTH 54°12'22" EAST, 680.92 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 880.00 FEET;

THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°27'31", A DISTANCE OF 498.53 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 820.00 FEET;

THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°01'42", A DISTANCE OF 515.63 FEET;

THENCE NORTH 50°38'11" EAST, 633.43 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 820.00 FEET;

EXHIBIT "B"
LEGAL DESCRIPTION
LYTLE CREEK ROAD VACATION -EXISTING ONSITE

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°50'34", A DISTANCE OF 83.62 FEET TO THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN THE GRANT DEED RECORDED NOVEMBER 26, 1973 IN BOOK 8314, PAGE 57, OFFICIAL RECORDS OF SAID COUNTY;
THENCE, ALONG SAID NORTHWESTERLY LINE, SOUTH 44°47'47" WEST, 582.17 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,967.22 FEET;

THENCE, CONTINUING ALONG SAID NORTHWESTERLY LINE AND SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°40'43", A DISTANCE OF 57.63 FEET TO THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN SAID EASEMENT DEED RECORDED AS INSTRUMENT NO. 2009-0257670, OFFICIAL RECORDS OF SAID COUNTY;

THENCE, LEAVING SAID NORTHWESTERLY LINE AND ALONG SAID SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN SAID EASEMENT DEEDS THE FOLLOWING COURSES:

THENCE SOUTH 50°38'11" WEST, 80.34 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 880.00 FEET;

THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°01'42", A DISTANCE OF 553.36 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 820.00 FEET;

THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°27'31", A DISTANCE OF 464.54 FEET;

THENCE SOUTH 54°12'22" WEST, 680.92 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 220.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°17'14", A DISTANCE OF 108.62 FEET TO SAID NORTHWESTERLY LINE OF THE LAND DESCRIBED IN THE GRANT DEED RECORDED AS INSTRUMENT NO. 2011-0257722 OF OFFICIAL RECORDS;

THENCE, ALONG SAID LINE, SOUTH 75°39'08" WEST, 35.15 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 132,122 SQUARE FEET OR 3.033 ACRES

EXHIBIT "B"
LEGAL DESCRIPTION
LYTLE CREEK ROAD VACATION -EXISTING ONSITE

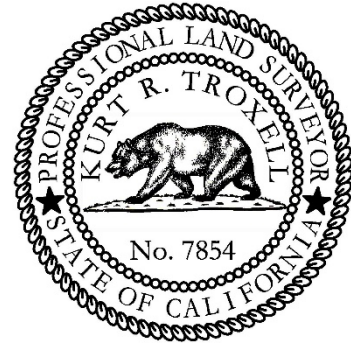
THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.



7/15/2021

KURT R. TROXELL, L.S. 7854

DATE



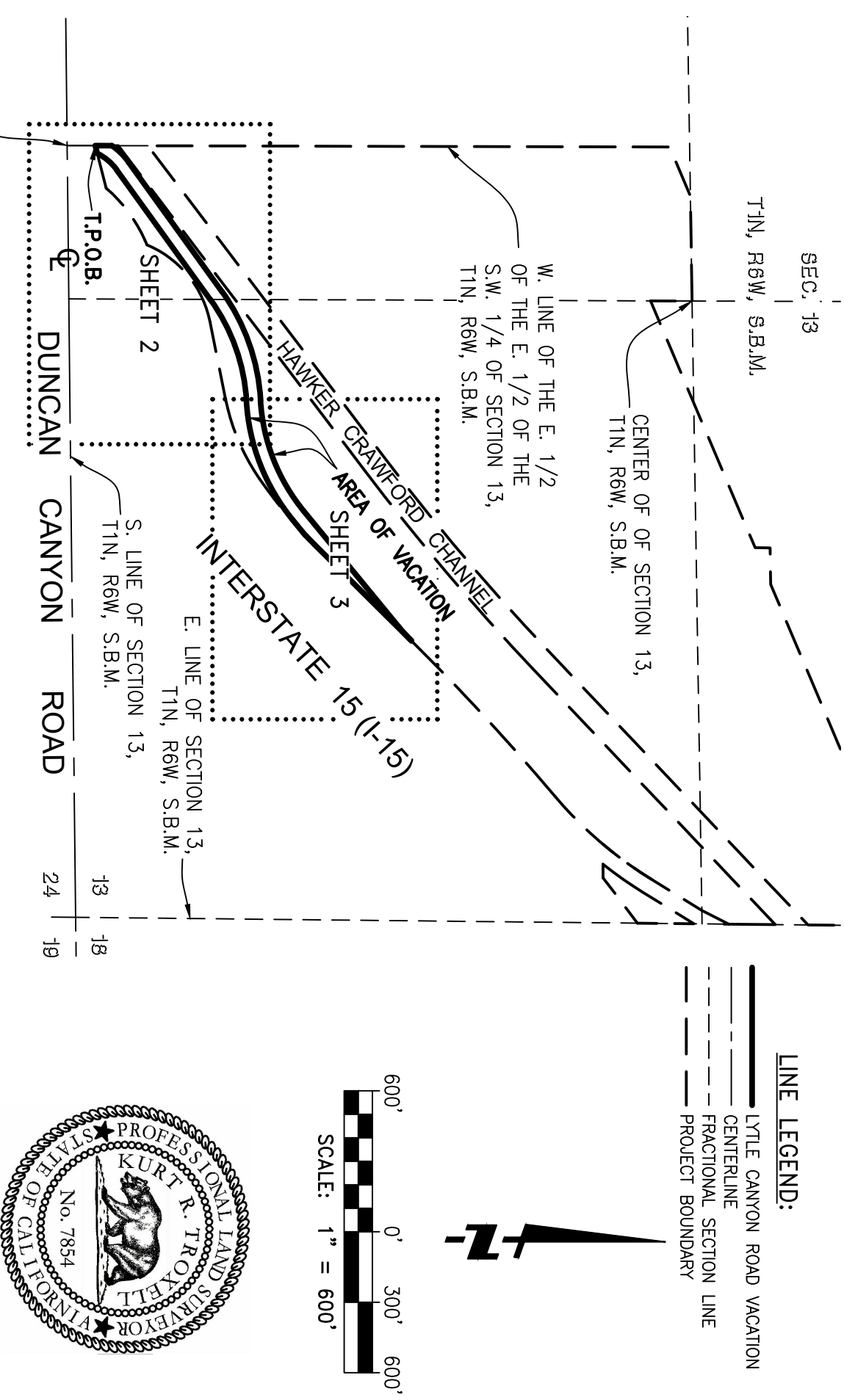


EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: LYTLE CREEK ROAD VACATION -
EXISTING ON SITE

DATE: 06/29/2021

FN: 1289-002_LCR VAC

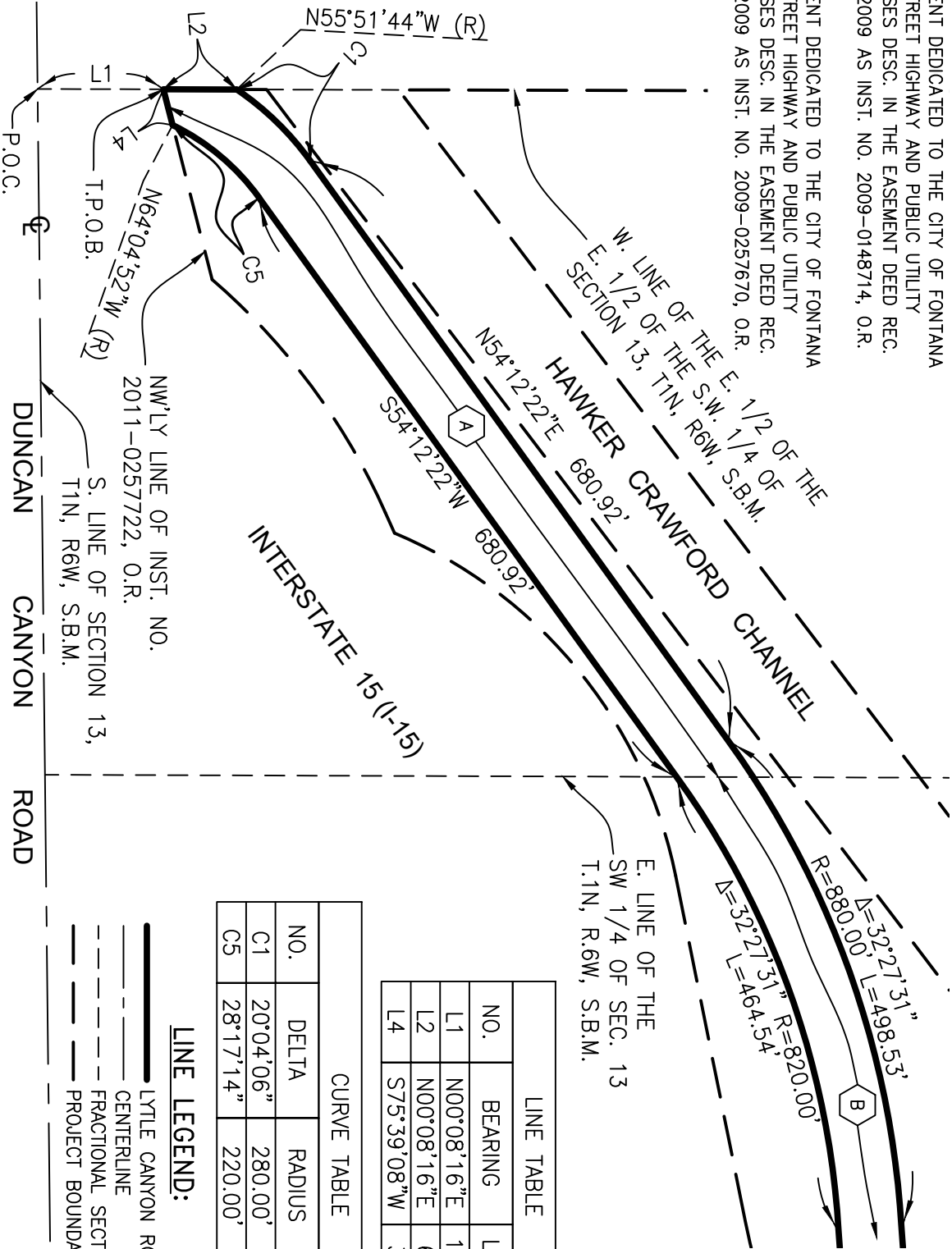
DRAWN BY: GTS

CHECKED BY: KRT

SHEET 1 OF 3

A
EASEMENT DEDICATED TO THE CITY OF FONTANA
FOR STREET HIGHWAY AND PUBLIC UTILITY
PURPOSES DESC. IN THE EASEMENT DEED REC.
4/08/2009 AS INST. NO. 2009-0148714, O.R.

B
EASEMENT DEDICATED TO THE CITY OF FONTANA
FOR STREET HIGHWAY AND PUBLIC UTILITY
PURPOSES DESC. IN THE EASEMENT DEED REC.
6/12/2009 AS INST. NO. 2009-0257670, O.R.



SEE SHEET 3

LINE TABLE		
NO.	BEARING	LENGTH
L1	N00°08'16"E	119.85'
L2	N00°08'16"E	69.68'
L4	S75°39'08"W	35.15'

CURVE TABLE		
NO.	DELTA	RADIUS
C1	20°04'06"	280.00'
C5	28°17'14"	220.00'

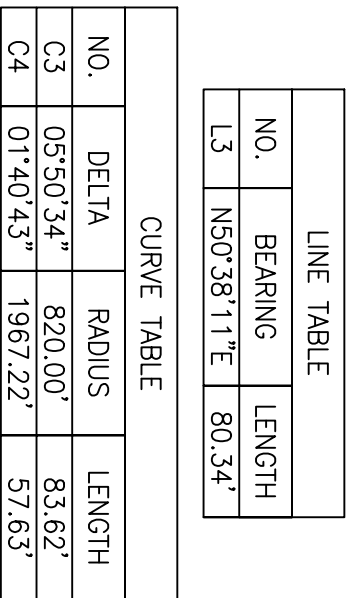
LINE LEGEND:

- LYTLE CANYON ROAD VACATION
- CENTERLINE
- FRACTIONAL SECTION LINE
- PROJECT BOUNDARY

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION
of: LYTLE CREEK ROAD VACATION -
EXISTING ON SITE

DATE: 06/29/2021
FN: 1289-002_LCR VAC
DRAWN BY: GTS
CHECKED BY: KRT
SHEET 2 OF 3



EASEMENT DEDICATED TO THE CITY OF FONTANA FOR STREET HIGHWAY AND PUBLIC UTILITY PURPOSES DESC. IN THE EASEMENT DEED REC. 6/12/2009 AS INST NO. 2009-0257670, O.R.

EXHIBIT "B"	DATE: 06/29/2021
PLAT TO ACCOMPANY LEGAL DESCRIPTION	FN: 1289-002_HAWKER DED
of: LYTLE CREEK ROAD VACATION -	DRAWN BY: GTS
EXISTING ON SITE	CHECKED BY: KRT
	SHEET 3 OF 3

EXHIBIT "B"
LEGAL DESCRIPTION
LYTLE CREEK ROAD VACATION – EXISTING OFFSITE

PARCEL A

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING THAT PORTION OF THE EASEMENT DEDICATED TO THE CITY OF FONTANA FOR STREET HIGHWAY AND PUBLIC UTILITY PURPOSES DESCRIBED IN THE EASEMENT DEED RECORDED JUNE 12, 2009 AS INSTRUMENT NO. 2009-0257670, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, AND THAT PORTION OF LYTLE CREEK ROAD RELINQUISHED PER DOCUMENT ENTITLED "RELINQUISHMENT OF HIGHWAY RIGHT OF WAY IN THE COUNTY OF SAN BERNARDINO ROAD 08-SBD-15-9.6/11.9", RECORDED FEBRUARY 5, 1979 IN BOOK 9615, PAGE 1084, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID RELINQUISHMENT IS DEPICTED ON CALTRANS RIGHT OF WAY MAP NO. 914586, ALL LYING WITHIN SECTION 13, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL GOVERNMENT TOWNSHIP MAP THEREOF, APPROVED BY THE SURVEYOR GENERAL, DATED NOVEMBER 13, 1885, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID SECTION 13 AND THE WESTERLY LINE OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE, ALONG SAID WESTERLY LINE, NORTH 00°08'16" EAST, 189.53 FEET TO THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN EASEMENT DEED RECORDED AS INSTRUMENT NO. 2009-0148714, OFFICIAL RECORDS OF SAID COUNTY, SAID NORTHWESTERLY LINE BEING A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 280.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 55°51'44" WEST;

THENCE, LEAVING SAID WESTERLY LINE AND ALONG SAID NORTHWESTERLY LINE OF THE LAND DESCRIBED IN SAID EASEMENT DEEDS THE FOLLOWING COURSES:

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°04'06", A DISTANCE OF 98.07 FEET;

THENCE NORTH 54°12'22" EAST, 680.92 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 880.00 FEET;

THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°27'31", A DISTANCE OF 498.53 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 820.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 03°20'07" EAST;

THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°01'42", A DISTANCE OF 515.63 FEET;

THENCE NORTH 50°38'11" EAST, 633.43 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 820.00 FEET,

EXHIBIT "B"
LEGAL DESCRIPTION
LYTLE CREEK ROAD VACATION – EXISTING OFFSITE

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°50'34", A DISTANCE OF 83.62 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN THE GRANT DEED RECORDED NOVEMBER 26, 1973 IN BOOK 8314, PAGE 57, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE, ALONG SAID NORTHWESTERLY LINE, SOUTH 44°47'47" WEST, 582.17 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,967.22 FEET;

THENCE, CONTINUING ALONG SAID NORTHWESTERLY LINE AND SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°40'43", A DISTANCE OF 57.63 FEET TO THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN SAID EASEMENT DEED RECORDED AS INSTRUMENT NO. 2009-0257670, OFFICIAL RECORDS OF SAID COUNTY;

THENCE, ALONG SAID SOUTHEASTERLY LINE OF SAID EASEMENT AND SAID RELINQUISHMENT THE FOLLOWING COURSES:

THENCE NORTH 50°38'11" EAST, 597.97 FEET;

THENCE NORTH 44°47'47" EAST, 46.59 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 10,154.14 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°52'16", A DISTANCE OF 1217.72 FEET;

THENCE NORTH 00°38'02" WEST, 44.80 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,783.19 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 51°35'38" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°32'01", A DISTANCE OF 141.10 FEET;

THENCE, LEAVING SAID SOUTHEASTERLY LINE, NORTH 59°06'46" WEST, 66.09 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID RELINQUISHMENT, SAID POINT BEING ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,717.19 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 56°00'45" EAST;

THENCE ALONG SAID NORTHWESTERLY LINE OF SAID RELINQUISHMENT AND SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°50'49", A DISTANCE OF 474.94 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 10214.14 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 40°09'56" EAST;

EXHIBIT "B"
LEGAL DESCRIPTION
LYTLE CREEK ROAD VACATION – EXISTING OFFSITE

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°02'17", A DISTANCE OF 898.14 FEET;

THENCE SOUTH 44°47'47" WEST, 1.66 FEET TO THE **TRUE POINT OF BEGINNING**;

THE ABOVE DESCRIBED PARCEL CONTAINS 108,449 SQUARE FEET OR 2.490 ACRES MORE OR LESS

PARCEL B

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING THAT PROPERTY DESCRIBED IN THE GRANT DEED RECORDED JULY 30, 2015 AS INSTRUMENT NO. 2015-0326224, OFFICIAL RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID SECTION 13 AND THE WESTERLY LINE OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE, ALONG SAID WESTERLY LINE, NORTH 00°08'16" EAST, 58.20 FEET TO THE NORTHERLY LINE OF DUNCAN CANYON ROAD AND THE **TRUE POINT OF BEGINNING**, THENCE ALONG SAID NORTHERLY LINE, SOUTH 89°22'58" WEST, 213.52 FEET TO THE SOUTHEASTERLY LINE OF THE SAN BERNARDINO COUNTY FLOOD CONTROL RIGHT OF WAY AS DESCRIBED IN THE DEED RECORDED SEPTEMBER 17, 1973 IN BOOK 8268, PAGES 1304 AND 1306, OFFICIAL RECORDS OF SAID COUNTY; THENCE, ALONG SAID SOUTHEASTERLY LINE, NORTH 52°50'28" EAST, 268.38 FEET TO SAID WESTERLY LINE; THENCE, ALONG SAID LINE, SOUTH 00°08'16" WEST, 159.81 FEET TO THE **TRUE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 17,060 SQUARE FEET OR 0.392 ACRES MORE OR LESS.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

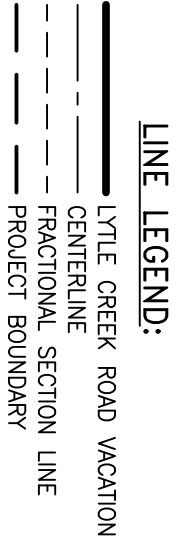
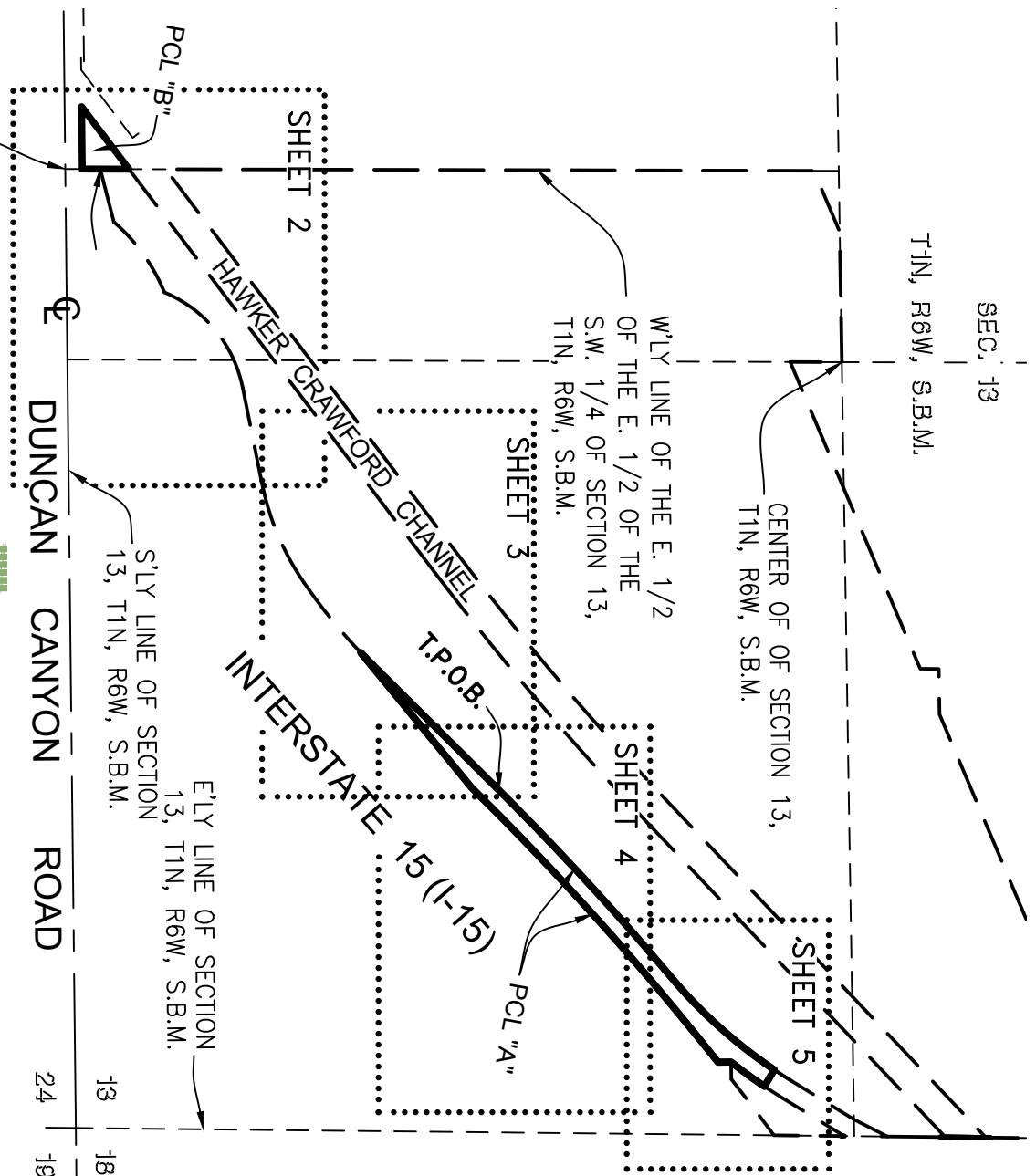


7/15/2021

KURT R. TROXELL, L.S. 7854

DATE





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Irvine, California 92606
tel 949.474.1960 • fax 949.474.5315
www.fuscoe.com

EXHIBIT "B"	DATE: 06/29/2021
PLAT TO ACCOMPANY LEGAL DESCRIPTION	FN: 1289-002_LCR VAC
of: LYTLE CREEK ROAD VACATION -	DRAWN BY: GTS
EXISTING OFFSITE	CHECKED BY: KRT
	SHEET 1 OF 5

LINE LEGEND:

- LYTLE CREEK ROAD VACATION
- CENTERLINE
- FRACTIONAL SECTION LINE
- PROJECT BOUNDARY
- EASEMENT



W'L'Y LINE OF THE E. 1/2 OF THE E. 1/2 OF SECTION 13, T1N, R6W, S.B.M.

E'L'Y LINE OF THE SW 1/4 OF SEC. 13 T.1N, R.6W, S.B.M.

SEE SHEET 3

INTERSTATE 15 (I-15)

HAWKER CRAWFORD CHANNEL

N54°12'22"E 680.92'

N55°51'44"W (R)

INST. NO. 2015326224, O.R. 19

NW'L'Y LINE OF INST. NO. 2011-0257722, O.R.

T.P.O.B. PCL B

P.O.C. - PCLS A & B

DUNCAN

CANYON

ROAD

CURVE TABLE		
NO.	DELTA	RADIUS
C1	20°04'06"	280.00'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N00°08'16"E	189.53'
L2	N00°08'16"E	58.20'
L8	S89°22'58"W	213.52'
L9	N52°50'28"E	268.38'
L10	S00°08'16"W	159.81'



EASEMENT DEDICATED TO THE CITY OF FONTANA FOR STREET HIGHWAY AND PUBLIC UTILITY PURPOSES DESC. IN THE EASEMENT DEED REC. 4/08/2009 AS INST. NO. 2009-0148714, O.R.



EASEMENT DEDICATED TO THE CITY OF FONTANA FOR STREET HIGHWAY AND PUBLIC UTILITY PURPOSES DESC. IN THE EASEMENT DEED REC. 6/12/2009 AS INST. NO. 2009-0257670, O.R.



SCALE: 1" = 150'



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EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: LYTLE CREEK ROAD VACATION - EXISTING OFFSITE


DATE: 06/29/2021

FN: 1289-002_LCR VAC

DRAWN BY: GTS

CHECKED BY: KRT

SHEET 2 OF 5



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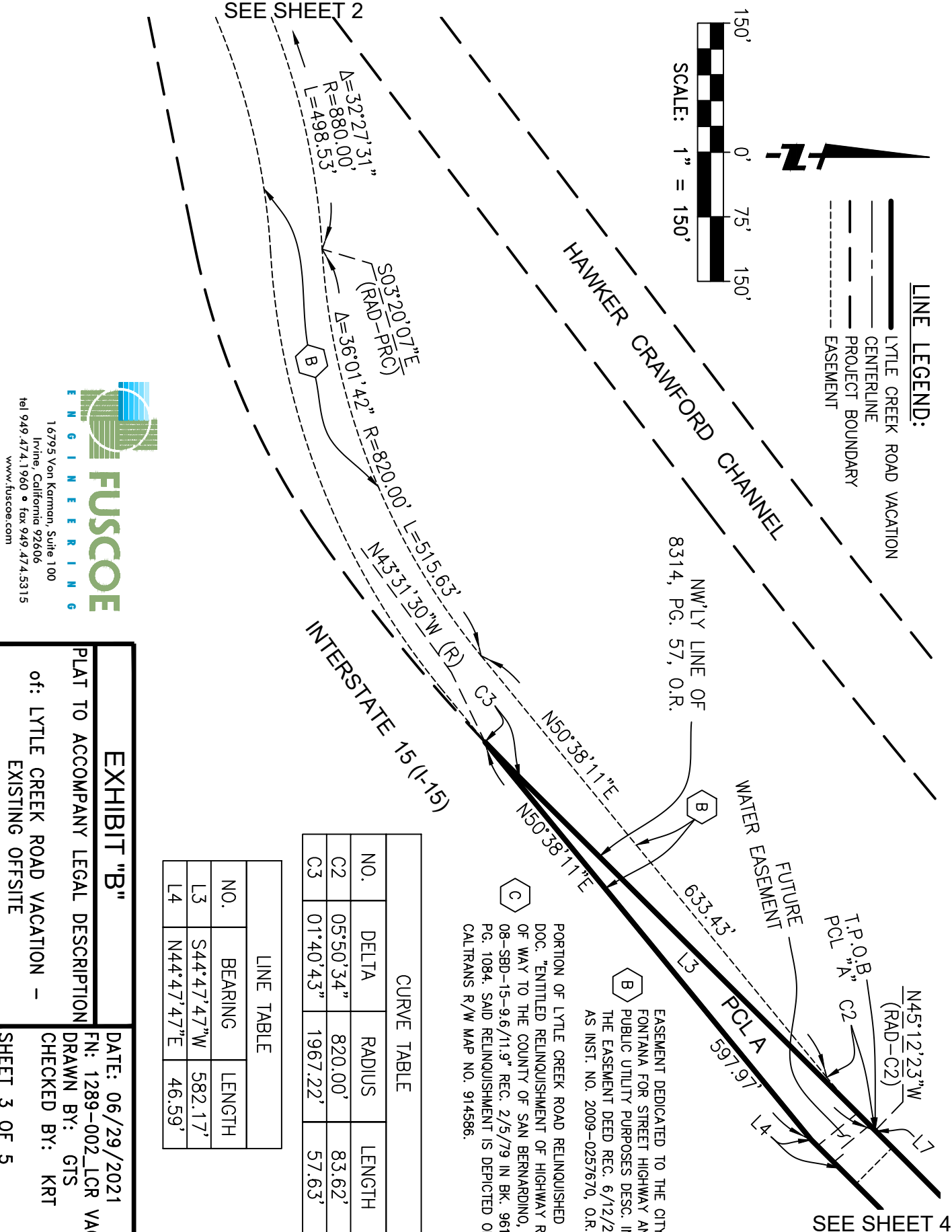
EXHIBIT "B"		DATE: 06/29/2021
PLAT TO ACCOMPANY LEGAL DESCRIPTION		FN: 1289-002_LCR VAC
of: LYTLE CREEK ROAD VACATION - EXISTING OFFSITE		DRAWN BY: GTS
		CHECKED BY: KRT
		SHEET 3 OF 5

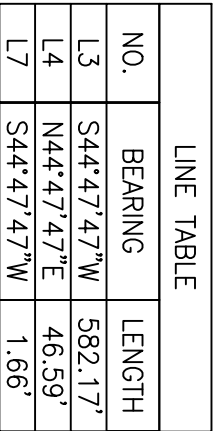
LINE TABLE		
NO.	BEARING	LENGTH
L3	S44°47'47"W	582.17'
L4	N44°47'47"E	46.59'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C2	05°50'34"	820.00'	83.62'
C3	01°40'43"	1967.22'	57.63'

PORTION OF LYTLE CREEK ROAD RELINQUISHED PER DOC. "ENTITLED RELINQUISHMENT OF HIGHWAY RIGHT OF WAY TO THE COUNTY OF SAN BERNARDINO, ROAD 08-SBD-15-9.6/11.9" REC. 2/5/79 IN BK. 9615, PG. 1084. SAID RELINQUISHMENT IS DEPICTED ON CALTRANS R/W MAP NO. 914586.

EASEMENT DEDICATED TO THE CITY OF FONTANA FOR STREET HIGHWAY AND PUBLIC UTILITY PURPOSES DESC. IN THE EASEMENT DEED REC. 6/12/2009 AS INST. NO. 2009-0257670, O.R.





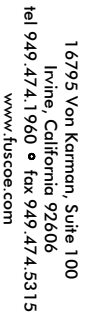
L7
 $\Delta = 05^{\circ} 02' 17''$
 $R = 10214.14'$
 $L = 898.14'$

NW'LY LINE OF
8314, PG. 57, O.R.
SEE DETAIL HEREON -

$\Delta=05^{\circ}02'17''$ R=10214.14' L=898.14'
PARCEL A
 $\Delta=06^{\circ}52'16''$ R=10154.14' L=1217.72'

SEE SHEET 5

SEE SHEET 3



CHECKED BY: KRT

SHEET 4 OF 5

CHECKED BY: KRT



EXHIBIT C

**PROPOSED LYTLE CREEK ROAD LAND
LEGAL DESCRIPTION**

EXHIBIT "C"
LEGAL DESCRIPTION
LYTLE CREEK ROAD DEDICATION

THOSE PARCELS OF LAND LYING WITHIN SECTION 13, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL GOVERNMENT TOWNSHIP MAP THEREOF, APPROVED BY THE SURVEYOR GENERAL, DATED NOVEMBER 13, 1885, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A"

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE, ALONG THE EAST LINE OF SAID SECTION 13, NORTH 00°35'58" EAST, 2,778.31 FEET TO THE NORTHWESTERLY LINE OF PARCEL 2 OF THE GRANT DEED RECORDED JANUARY 20, 1975 IN BOOK 8598, PAGE 20 OF OFFICIAL RECORDS; THENCE, ALONG SAID NORTHWESTERLY LINE, SOUTH 27°03'52" WEST, 40.27 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE, CONTINUING ALONG SAID LINE THE FOLLOWING COURSES:

THENCE SOUTH 27°03'52" WEST, 88.28 FEET;

THENCE SOUTH 31°40'39" WEST, 251.84 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1717.19 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, 69.23 FEET, THROUGH A CENTRAL ANGLE OF 02°18'36";

THENCE, LEAVING SAID NORTHWESTERLY LINE, NORTH 59°06'46" WEST, 26.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 465.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 59°06'46" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE, 36.87 FEET, THROUGH A CENTRAL ANGLE OF 04°32'36";

THENCE NORTH 32°15'03" WEST, 16.95 FEET;

THENCE NORTH 30°39'56" WEST, 46.00 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "A"**;

THENCE NORTH 30°39'56" WEST, 46.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,354.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 30°39'56" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE, 122.01 FEET, THROUGH A CENTRAL ANGLE OF 05°09'47";

THENCE NORTH 06°19'00" EAST, 37.04 FEET;

THENCE NORTH 23°17'49" WEST, 30.77 FEET;

THENCE NORTH 10°02'56" EAST, 72.77 FEET;

EXHIBIT "C"
LEGAL DESCRIPTION
LYTLE CREEK ROAD DEDICATION

THENCE NORTH 19°20'13" EAST, 24.98 FEET;

THENCE SOUTH 83°41'00" EAST, 64.84 FEET;

THENCE SOUTH 06°19'00" WEST, 102.98 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,354.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 39°21'12" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE, 139.56 FEET, THROUGH A CENTRAL ANGLE OF 05°54'20" TO THE **TRUE POINT OF BEGINNING**;

THE ABOVE DESCRIBED PARCEL CONTAINS 32,999 SQUARE FEET OR 0.758 ACRES MORE OR LESS.

PARCEL "B"

BEING A STRIP OF LAND, 92.00 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT HEREINBEFORE REFERENCED **POINT "A"**; SAID POINT BEING AT THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,400.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 30°39'56" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°58'30", A DISTANCE OF 390.34 FEET;

THENCE SOUTH 75°18'34" WEST, 88.81 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "B"**;

THENCE SOUTH 75°18'34" WEST, 4.23 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "C"**;

THENCE SOUTH 75°18'34" WEST, 397.13 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1,500.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°31'20", A DISTANCE OF 537.27 FEET;

THENCE SOUTH 54°47'14" WEST, 325.65 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2,000.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°31'10", A DISTANCE OF 402.10 FEET;

THENCE SOUTH 66°18'24" WEST, 222.62 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "D"**;

EXHIBIT "C"
LEGAL DESCRIPTION
LYTLE CREEK ROAD DEDICATION

THENCE SOUTH 66°18'24" WEST, 1.36 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "E"**;

THENCE SOUTH 66°18'24" WEST, 731.55 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 2,000.00 FEET;

THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°29'05", A DISTANCE OF 86.73 FEET;

THENCE SOUTH 68°47'29" WEST, 151.64 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1,050.00 FEET;

THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°53'46", A DISTANCE OF 16.42 FEET TO THE WESTERLY LINE OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13.

THE SIDELINES OF SAID STRIP SHALL BE PRONGED OR SHORTENED AS TO TERMINATE IN SAID WESTERLY LINE.

THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 308,734 SQUARE FEET OR 7.088 ACRES, MORE OR LESS.

PARCEL "C"

BEGINNING AT HEREINBEFORE REFERENCED **POINT "B"**;

THENCE SOUTH 14°41'26" EAST, 46.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL "B" AND THE **TRUE POINT OF BEGINNING**;

THENCE, LEAVING SAID SOUTHERLY LINE, SOUTH 28°53'08" WEST, 37.27 FEET;

THENCE SOUTH 75°18'34" WEST, 77.07 FEET;

THENCE NORTH 58°16'01" WEST, 37.27 FEET TO SAID SOUTHERLY LINE;

THENCE, ALONG SAID SOUTHERLY LINE, NORTH 75°18'34" EAST, 128.45 FEET TO THE **TRUE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2,775 SQUARE FEET, MORE OR LESS.

PARCEL "D"

BEGINNING AT HEREINBEFORE REFERENCED **POINT "C"**;

EXHIBIT "C"
LEGAL DESCRIPTION
LYTLE CREEK ROAD DEDICATION

THENCE NORTH 14°41'26" WEST, 46.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL "B"
AND THE **TRUE POINT OF BEGINNING**;

THENCE, LEAVING SAID NORTHERLY LINE, NORTH 63°11'39" WEST, 34.71 FEET;

THENCE SOUTH 75°18'34" WEST, 63.00 FEET;

THENCE SOUTH 33°48'46" WEST, 34.71 FEET TO SAID NORTHERLY LINE;

THENCE, ALONG SAID NORTHERLY LINE, NORTH 75°18'34" EAST, 115.00 FEET TO THE **TRUE POINT OF BEGINNING**.

THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 2,047 SQUARE FEET, MORE OR LESS.

PARCEL "E"

BEGINNING AT HEREINBEFORE REFERENCED **POINT "D"**;

THENCE SOUTH 23°41'36" EAST, 46.00 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL
"B" AND THE **TRUE POINT OF BEGINNING**;

THENCE, LEAVING SAID SOUTHEASTERLY LINE, SOUTH 19°52'58" WEST, 37.27 FEET;

THENCE SOUTH 57°27'24" WEST, 9.00 FEET;

THENCE SOUTH 66°18'24" WEST, 59.29 FEET;

THENCE SOUTH 75°09'23" WEST, 9.00 FEET;

THENCE NORTH 67°16'11" WEST, 37.27 FEET TO SAID SOUTHEASTERLY LINE;

THENCE, ALONG SAID SOUTHEASTERLY LINE, NORTH 66°18'24" EAST, 128.45 FEET TO THE **TRUE POINT OF BEGINNING**;

THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 2,869 SQUARE FEET, MORE OR LESS.

PARCEL "F"

BEGINNING AT HEREINBEFORE REFERENCED **POINT "E"**;

THENCE NORTH 23°41'36" WEST, 46.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID PARCEL
"B" AND THE **TRUE POINT OF BEGINNING**;

EXHIBIT "C"
LEGAL DESCRIPTION
LYTLE CREEK ROAD DEDICATION

THENCE NORTH 64°02'42" WEST, 38.84 FEET;

THENCE SOUTH 81°00'42" WEST, 9.00 FEET;

THENCE SOUTH 66°18'24" WEST, 58.03 FEET;

THENCE SOUTH 51°36'05" WEST, 9.00 FEET;

THENCE SOUTH 16°39'29" WEST, 38.84 FEET TO SAID NORTHWESTERLY LINE;

THENCE, ALONG SAID NORTHWESTERLY LINE, NORTH 66°18'24" EAST, 125.74 FEET TO THE **TRUE POINT OF BEGINNING**;

THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 3,130 SQUARE FEET, MORE OR LESS.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

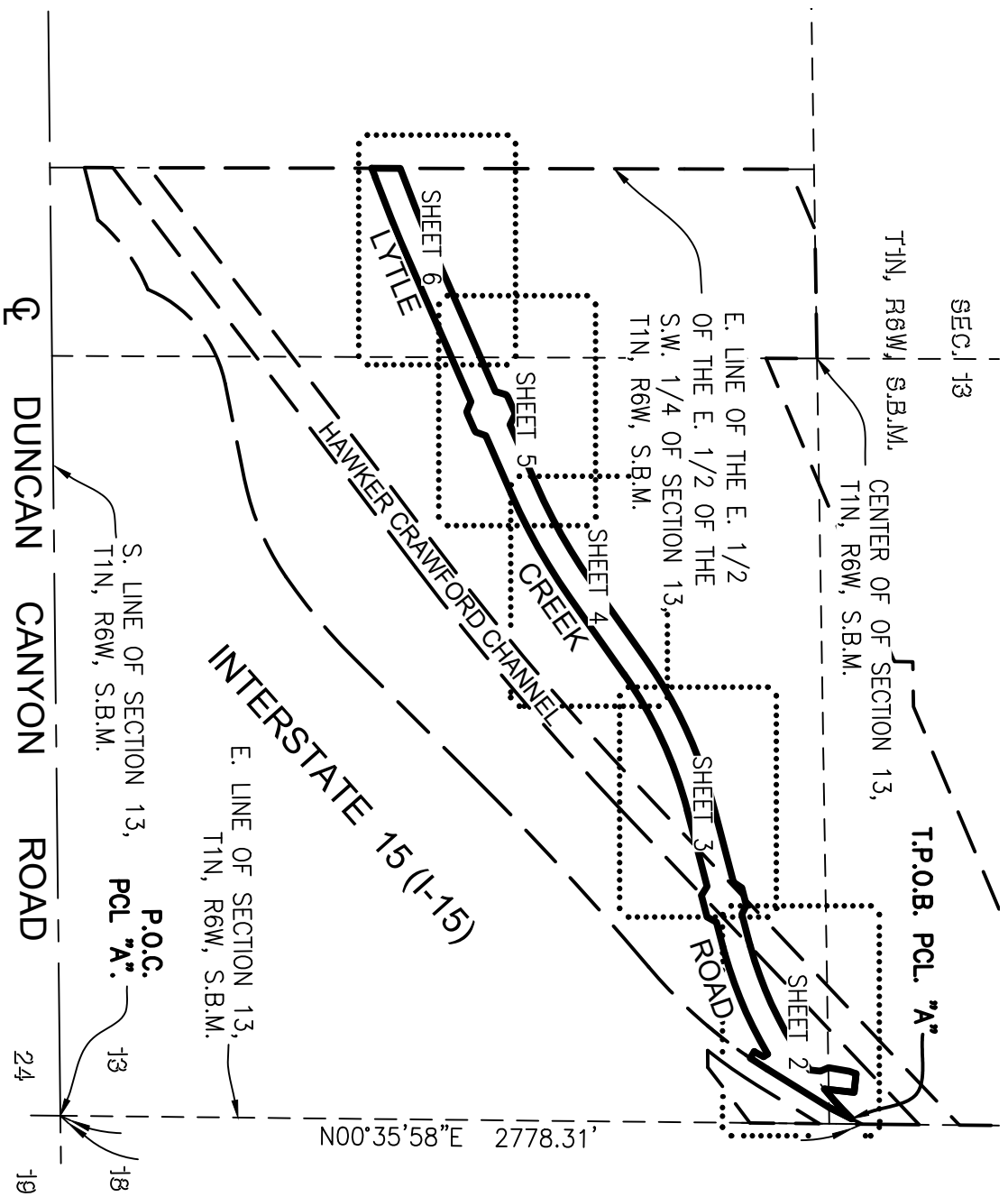


7/15/2021

KURT R. TROXELL, L.S. 7854

DATE





LINE LEGEND:

- LYTLE CANYON ROAD
- DEDICATION
- CENTERLINE
- FRACTIONAL SECTION LINE
- PROJECT BOUNDARY



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EXHIBIT "C"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: LYTLE CREEK ROAD DEDICATION

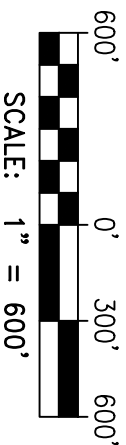
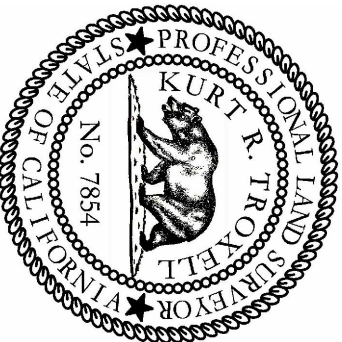
DATE: 06/29/2021

FN: 1289-002_HAWKER DED

DRAWN BY: GTS

CHECKED BY: KRT

SHEET 1 OF 6



LINE TABLE		
NO.	BEARING	LENGTH
L1	S06°19'00"W	102.98'
L2	S83°41'00"E	64.84'
L3	N19°20'13"E	24.98'
L4	N10°02'56"E	72.77'
L5	N23°17'49"W	30.77'
L6	N06°19'00"E	37.04'
L7	N30°39'56"W	92.00'
L8	N32°15'03"W	16.95'
L9	N59°06'46"W	26.69'
L35	S27°03'52"W	40.27'
L36	S27°03'52"W	88.28'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	05°54'20"	1354.00'	139.56'
C2	05°09'47"	1354.00'	122.01'
C3	04°32'36"	465.00'	36.87'
C4	02°18'36"	1717.19'	69.23'

LINE LEGEND:

- LYTLE CANYON ROAD DEDICATION
- CENTERLINE
- SECTION LINE

SEE SHEET 3

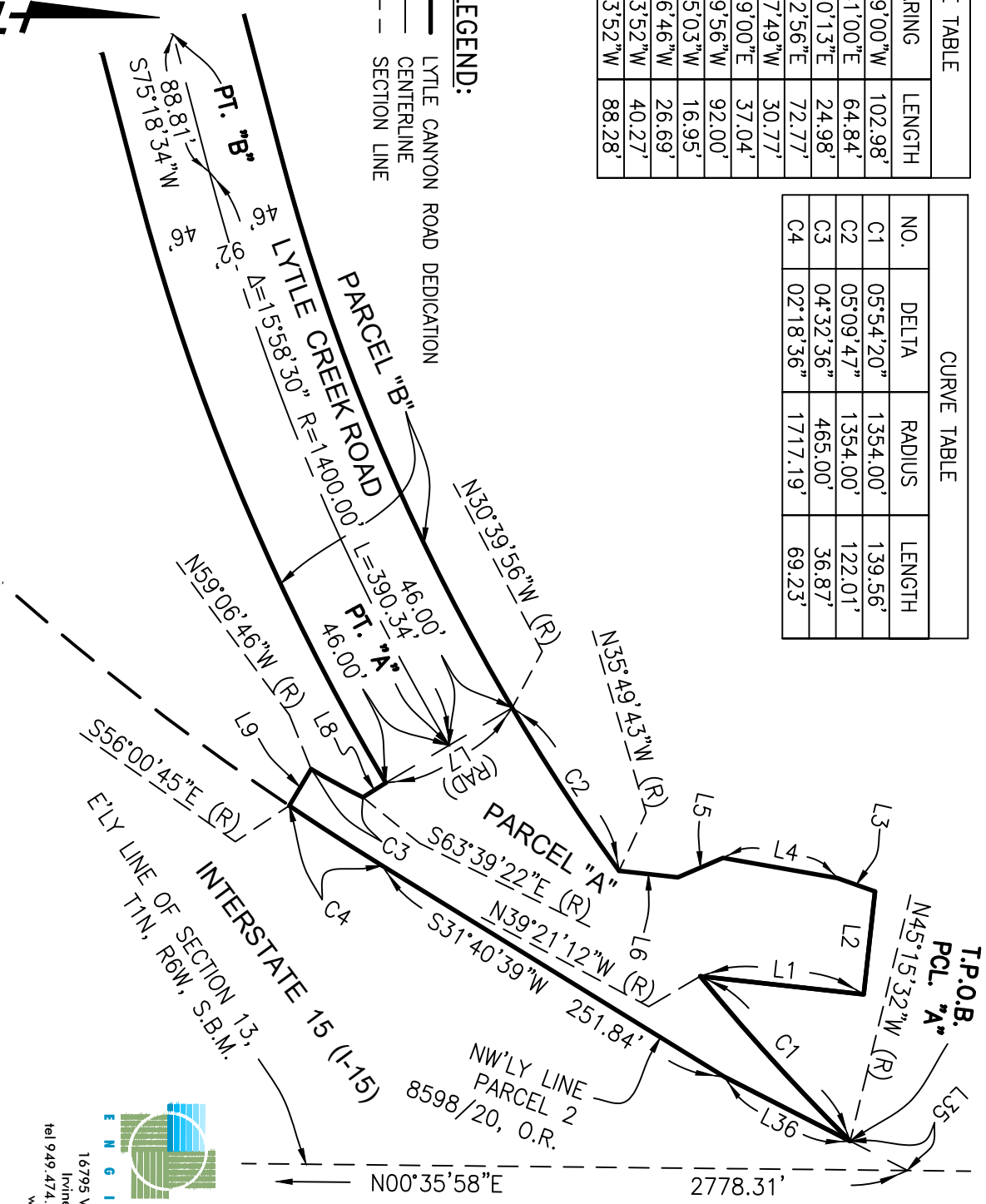
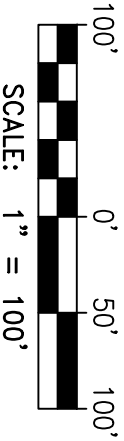


EXHIBIT "C"

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of: LYTLE CREEK ROAD DEDICATION


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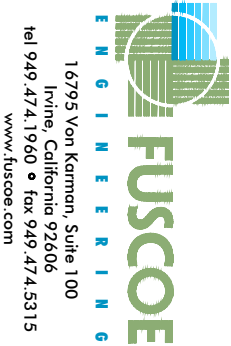
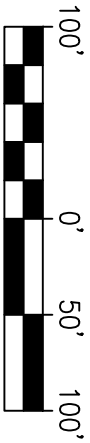
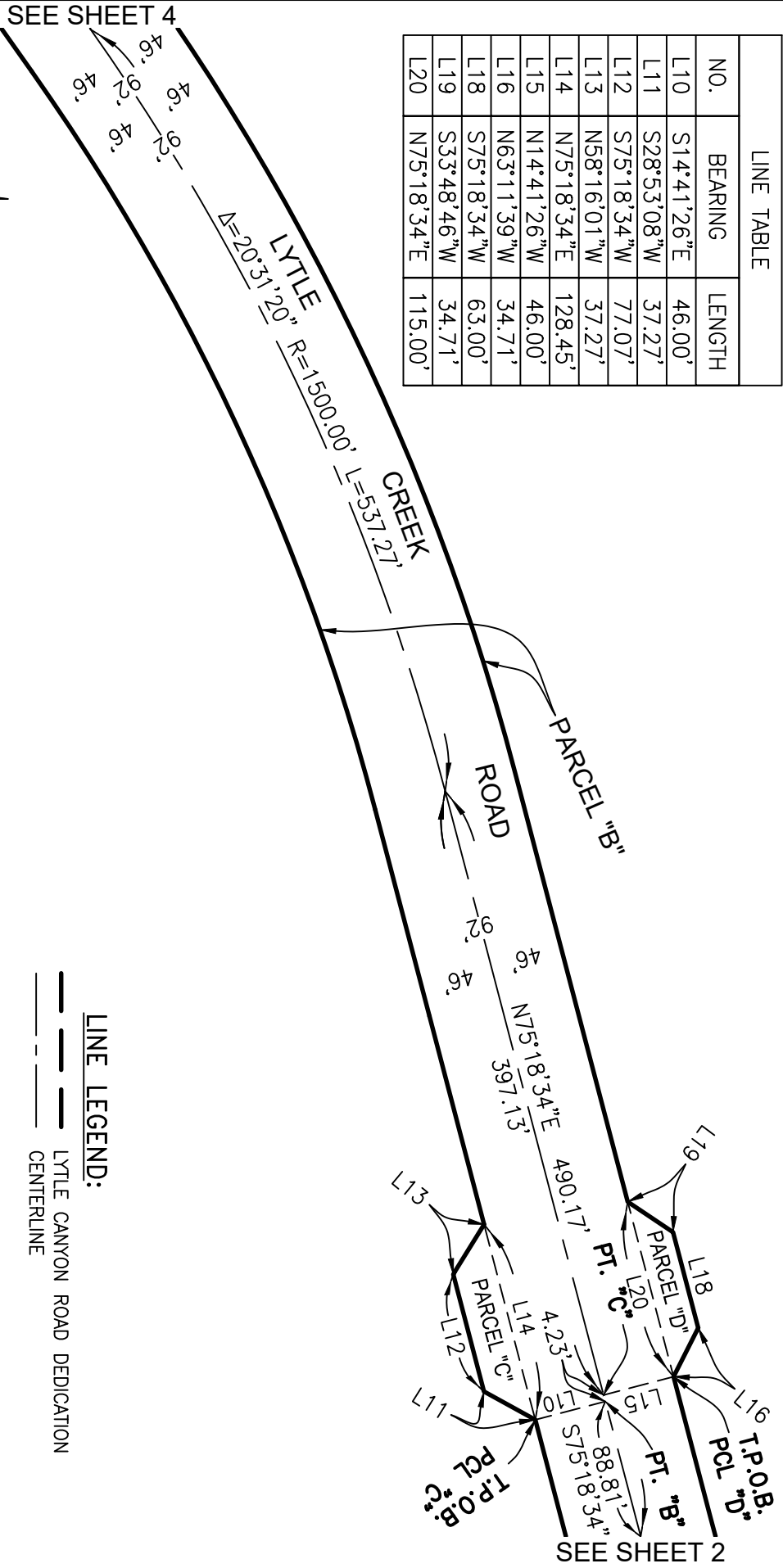
SHEET 2 OF 6



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LINE TABLE		
NO.	BEARING	LENGTH
L10	S14°41'26"E	46.00'
L11	S28°53'08"W	37.27'
L12	S75°18'34"W	77.07'
L13	N58°16'01"W	37.27'
L14	N75°18'34"E	128.45'
L15	N14°41'26"W	46.00'
L16	N63°11'39"W	34.71'
L18	S75°18'34"W	63.00'
L19	S33°48'46"W	34.71'
L20	N75°18'34"E	115.00'



LINE LEGEND:

--- LYTLE CANYON ROAD DEDICATION

--- CENTERLINE

EXHIBIT "C"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: LYTLE CREEK ROAD DEDICATION

DATE: 06/29/2021

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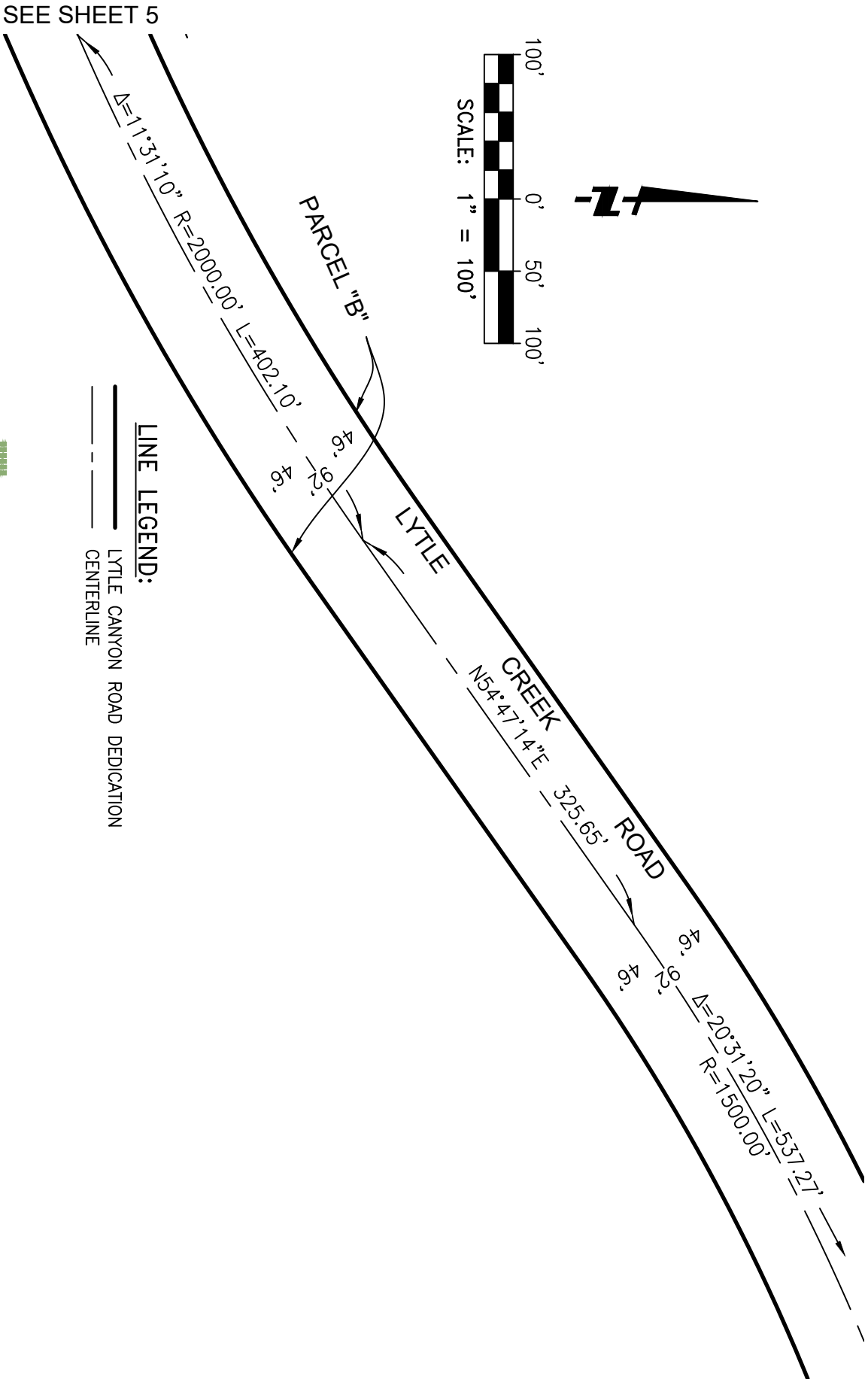
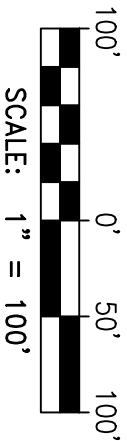
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SHEET 3 OF 6

C:\USERS\GREGSC~1\APPDATA\LOCAL\TEMP\ACPUBLISH_17020\1289-002_LCR DED.DWG (07-15-21)

CITY INDEX NO. _____



SEE SHEET 5

SEE SHEET 3

LINE LEGEND:

- LYTLE CANYON ROAD DEDICATION
- - - - CENTERLINE



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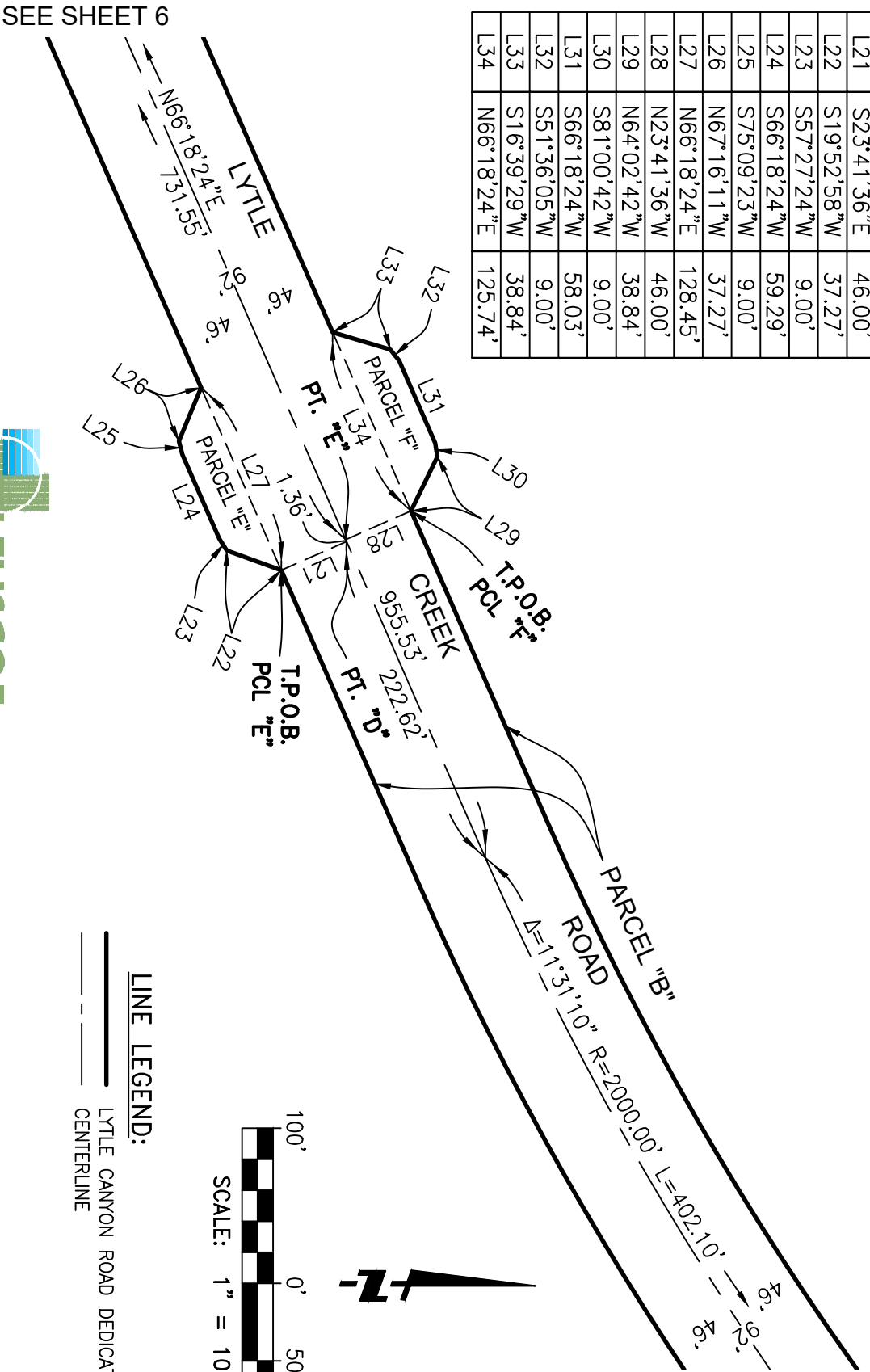
FN: 1289-002_HAWKER DED

DRAWN BY: GTS

CHECKED BY: KRT

SHEET 4 OF 6

LINE TABLE		
NO.	BEARING	LENGTH
L21	S23°41'36"E	46.00'
L22	S19°52'58"W	37.27'
L23	S57°27'24"W	9.00'
L24	S66°18'24"W	59.29'
L25	S75°09'23"W	9.00'
L26	N67°16'11"W	37.27'
L27	N66°18'24"E	128.45'
L28	N23°41'36"W	46.00'
L29	N64°02'42"W	38.84'
L30	S81°00'42"W	9.00'
L31	S66°18'24"W	58.03'
L32	S51°36'05"W	9.00'
L33	S16°39'29"W	38.84'
L34	N66°18'24"E	125.74'



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LINE LEGEND:
—— LYTLE CANYON ROAD DEDICATION
- - - - CENTERLINE

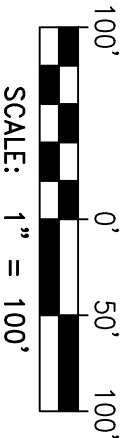


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of: LYTLE CREEK ROAD DEDICATION

DATE: 06/29/2021

FN: 1289-002_HAWKER DED

DRAWN BY: GTS

CHECKED BY: KRT

SHEET 5 OF 6

W'LY LINE OF THE E. 1/2 OF
THE E. 1/2 OF THE S.W. 1/4
OF SECTION 13, T1N, R6W, S.B.M.

SEE SHEET 5

PARCEL "B"

CREEK

ROAD

LYTLE

N22°06'17"W (R)

N68°47'29"E
151.64'

46' 92'

N66°18'24"E
731.35'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C5	02°29'05"	2000.00'	86.73'
C6	00°53'46"	1050.00'	16.42'

LINE LEGEND:

- LYTLE CANYON ROAD DEDICATION
- CENTERLINE
- FRACTIONAL SECTION LINE
- PROJECT BOUNDARY



EXHIBIT "C"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: LYTLE CREEK ROAD DEDICATION

DATE: 06/29/2021

FN: 1289-002_HAWKER DED

DRAWN BY: GTS

CHECKED BY: KRT

SHEET 6 OF 6

EXHIBIT D

CITY PROPERTY PRELIMINARY TITLE REPORT

CLTA Preliminary Report Form
(Rev. 11/06)

Order Number: NHSC-6614406 (tc)
Page Number: 1



First American Title

First American Title Company

**1250 Corona Pointe Court, Ste 200
Corona, CA 92879**

Derek Barbour
Richland Communities, Inc.
3161 Michelson Drive, Suite 425
Irvine, CA 92612

Customer Reference: Proposed Lytle Creek Road

Order Number: NHSC-6614406 (tc)

Title Officer: Terrell Crutchfield
Phone: (951)256-5879
Fax No.: (866)558-2872
E-Mail: tcrutchfield@firstam.com

Buyer:

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.

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

First American Title

Order Number: NHSC-6614406 (tc)

Page Number: 2

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 08, 2021 at 7:30 A.M.

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

To Be Determined

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:

ROSEVILLE INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 42.57% INTEREST AND AMERICAN SUPERIOR LAND, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 27.05% INTEREST, AND EPC HOLDINGS 823, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 13.65% INTEREST, AND RMD INLAND INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 4.01% INTEREST, AND EPC HOLDINGS 944, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 12.72% INTEREST, ALL AS TENANTS IN COMMON, AS TO A PORTION OF SAID LAND
AND
SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, A BODY CORPORATE AND POLITIC, AS TO A PORTION OF SAID LAND

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

A fee.

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 2021-2022, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2020-2021 are exempt.

(Affects APN 0226-075-36-0-000)

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. Any adverse interest or claim of right or title based upon the assertion that the boundaries of the Southwest 1/4 of Section 13, Township 1 North, Range 6 West, San Bernardino Base and Meridian, according to the official plat of said land filed in the District Land Office June 2, 1874 are not identical with the corresponding boundaries of said 1/4 section, according to the official plat of said land filed in the District Land Office April 2, 1894.

5. An easement for utilities and incidental purposes in the document recorded February 4, 1887 in [Book "F", Page 548](#) of Agreements.

The location of the easement cannot be determined from record information.

6. An easement for water pipes and incidental purposes, recorded May 19, 1888 in [Book 77 of Deeds, Page 179](#).

In Favor of: J.N. Patton

Affects: As described therein

The location of the easement cannot be determined from record information.

7. Rights, rights of way, reservations and exceptions in the patent recorded July 10, 1899 in [Book "F" of Patents, Page 249](#).

The location of the easement cannot be determined from record information.

8. An easement for pipe line and conduit and incidental purposes, recorded August 24, 1912 in [Book 512 of Deeds, Page 322](#).

In Favor of: Jennie E. Biggin

Affects: Said Land

The location of the easement cannot be determined from record information.

9. An easement for water and pipe line and incidental purposes, recorded December 19, 1914 in [Book 561 of Deeds, Page 136](#).

In Favor of: I.I. Bennett and Mabel Bennett

Affects: Said Land

The location of the easement cannot be determined from record information.

10. An easement for public utilities and incidental purposes, recorded November 28, 1951 in [Book 2859, Page 235](#) of Official Records.

In Favor of: Southern California Edison Company Ltd., a corporation

Affects: As described therein

11. An easement for road and pipelines and incidental purposes, recorded December 2, 1953 in [Book 3287, Page 151](#) of Official Records.

In Favor of: John C. Mahler and Grace Mahler

Affects: Said Land

The location of the easement cannot be determined from record information.

Document(s) declaring modifications thereof recorded May 24, 1956 in [Book 3946, Page 255](#) of Official Records.

12. An easement for pipelines, ingress, egress and road and incidental purposes, recorded December 28, 1959 in [Book 5018, Page 333](#) of Official Records.
In Favor of: Harold N. Bucy and Marie K. Bucy
Affects: Said Land

The location of the easement cannot be determined from record information.

13. An easement for ingress, egress and pipe line and incidental purposes, recorded March 10, 1966 in [Book 6585, Page 377](#) of Official Records.
In Favor of: Harold N. Bucy and Marie K. Bucy
Affects: Said Land

The location of the easement cannot be determined from record information.

14. An easement in that certain Final Order of Condemnation for roadway purposes and incidental purposes, recorded June 20, 1972 in [Book 7959, Page 98](#) of Official Records.
In Favor of: James R. Kostoff, et al
Affects: A portion of said land

The location of the easement cannot be determined from record information.

15. An easement in that certain Final Order of Condemnation for roadway purposes and incidental purposes, recorded July 10, 1972 in [Book 7973, Page 496](#) of Official Records.
In Favor of: Thomas Tedesco, et al
Affects: A portion of said land

The location of the easement cannot be determined from record information.

16. An easement for public road purposes and incidental purposes, recorded September 17, 1973 in [Book 8268, Page 1304](#) of Official Records.
In Favor of: Far West Recreation Centers, Inc., a Nevada corporation, as to
an undivided one-half interest
Affects: Said Land

The effect of a document entitled "Corporation Quitclaim (Easement)", recorded October 30, 2012 as Instrument No. [2012-0448999](#) of Official Records.

17. An easement for roadway purposes and incidental purposes, recorded September 17, 1973 in [Book 8268, Page 1306](#) of Official Records.

In Favor of: International Fastener Research Corporation, a New York corporation, as to an undivided one-half interest

Affects: Said Land

The effect of a document entitled "Corporation Quitclaim (Easement)", recorded October 30, 2012 as Instrument No. [2012-0448999](#) of Official Records.

18. Abutter's rights of ingress and egress to or from the street, highway, or freeway abutting said land have been relinquished in the document recorded November 26, 1973 in [Book 8314, Page 57](#) of Official Records.
19. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded November 26, 1973 in [Book 8314, Page 57](#) of Official Records.
20. Abutter's rights of ingress and egress to or from the street, highway, or freeway abutting said land have been relinquished in the document recorded May 31, 1974 in [Book 8442, Page 1636](#) of Official Records.
21. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded May 31, 1974 in [Book 8442, Page 1636](#) of Official Records.

"The above deed herein recite that such remaining property shall abut upon and have access to said Frontage Road which be connected to Citrus Avenue, (Lytle Creek Road)".

22. Abutter's rights of ingress and egress to or from street, highway, or freeway abutting said land have been relinquished in the document recorded January 20, 1975 in [Book 8598, Page 20](#) of Official Records.
23. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded January 20, 1975 in [Book 8598, Page 20](#) of Official Records.
24. An easement to construct roads, use existing roads and make such addition thereto and incidental purposes, recorded June 27, 1975 in [Book 8709, Page 4](#) of Official Records.
In Favor of: James R. Kostoff, nominee and Patricia A. Kostoff, his wife
Affects: As described therein

The location of the easement cannot be determined from record information.

25. The effect of a map purporting to show the land and other property, filed November 6, 1980 in [Book 41, Pages 71-81](#) of Record of Surveys.
26. The Terms, Provisions and Easement(s) contained in the document entitled "Grant of Easement and Agreement" recorded March 11, 2004 as Instrument No. [2004-171203](#) of Official Records.

27. The terms and provisions contained in the document entitled "Memorandum of Agreement and Lien" recorded June 16, 2005 as Instrument No. [2005-428902](#) of Official Records.
28. An easement for drainage and grading and incidental purposes as condemned by Final Order of Condemnation, recorded August 30, 2007 as Instrument No. [2007-0503773](#) of Official Records.
In Favor of: San Bernardino County Flood Control District
Affects: As described therein
29. The effect of a map purporting to show the land and other property, filed August 3, 2016 in [Book 0158, Pages 50 - 56](#) of Record of Surveys.
30. The terms and provisions contained in the document entitled "Monarch Hills Development Agreement" recorded March 27, 2019 as Instrument No. [2019-0093136](#) of Official Records.
31. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of San Bernardino County, recorded August 25, 2020, as Instrument No. [2020-0305938](#) of Official Records.
Debtor: American Superior Land LLC
Year & No.: 2019 & 635382
Amount: \$19,646.57, and any other amounts due thereunder.
32. This is a pro-forma preliminary report. It does not reflect the present status of title and is not intended to be a commitment to insure.

There are requirements that must be met before a policy of title insurance can be issued. Such requirements may include the recordation of a map or maps and/or a deed or deeds. A commitment to insure setting forth those requirements should be obtained from the Company.
33. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
34. Water rights, claims or title to water, whether or not shown by the Public Records.
35. Rights of parties in possession.

Prior to the issuance of any policy of title insurance, the Company will require:

36. With respect to Roseville Investments, LLC, a Florida limited liability company:
- a. A copy of its operating agreement and any amendments thereto;
 - b. If it is a California limited liability company, that 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) be recorded in the public records;
 - c. If it is a foreign limited liability company, that a certified copy of its application for registration (LLC-5) be recorded in the public records;
 - d. 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, that such document or instrument 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 document 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.
 - e. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require
37. With respect to American Superior Land, LLC, a Delaware limited liability company:
- a. A copy of its operating agreement and any amendments thereto;
 - b. If it is a California limited liability company, that 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) be recorded in the public records;
 - c. If it is a foreign limited liability company, that a certified copy of its application for registration (LLC-5) be recorded in the public records;
 - d. 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, that such document or instrument 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 document 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.
 - e. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require

38. With respect to EPC Holdings 823, LLC, a Washington limited liability company:
- a. A copy of its operating agreement and any amendments thereto;
 - b. If it is a California limited liability company, that 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) be recorded in the public records;
 - c. If it is a foreign limited liability company, that a certified copy of its application for registration (LLC-5) be recorded in the public records;
 - d. 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, that such document or instrument 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 document 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.
 - e. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require
39. With respect to RMD Inland Investors, LLC, a Delaware limited liability company:
- a. A copy of its operating agreement and any amendments thereto;
 - b. If it is a California limited liability company, that 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) be recorded in the public records;
 - c. If it is a foreign limited liability company, that a certified copy of its application for registration (LLC-5) be recorded in the public records;
 - d. 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, that such document or instrument 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 document 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.
 - e. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require

40. With respect to EPC Holdings 944, LLC, a Washington limited liability company:
- a. A copy of its operating agreement and any amendments thereto;
 - b. If it is a California limited liability company, that 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) be recorded in the public records;
 - c. If it is a foreign limited liability company, that a certified copy of its application for registration (LLC-5) be recorded in the public records;
 - d. 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, that such document or instrument 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 document 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.
 - e. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable 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. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$24,369.63, PAID
Penalty: \$0.00
Second Installment: \$24,369.62, PAID
Penalty: \$0.00
Tax Rate Area: 010243
A. P. No.: 0226-075-17-0-000

2. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$337.31, PAID
Penalty: \$0.00
Second Installment: \$337.29, PAID
Penalty: \$0.00
Tax Rate Area: 010243
A. P. No.: 0226-075-27-0-000

3. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$7,040.64, PAID
Penalty: \$0.00
Second Installment: \$7,040.61, PAID
Penalty: \$0.00
Tax Rate Area: 010243
A. P. No.: 0226-075-28-0-000

4. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$9,414.98, PAID
Penalty: \$0.00
Second Installment: \$9,414.94, PAID
Penalty: \$0.00
Tax Rate Area: 010243
A. P. No.: 0226-075-29-0-000

5. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$3,877.13, PAID
Penalty: \$0.00
Second Installment: \$3,877.10, PAID
Penalty: \$0.00

Tax Rate Area: 010243
A. P. No.: 0226-075-39-0-000

6. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$30,184.21, PAID
Penalty: \$0.00
Second Installment: \$30,184.21, PAID
Penalty: \$0.00
Tax Rate Area: 010243
A. P. No.: 0226-075-18-0-000

7. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$1,115.82, PAID
Penalty: \$0.00
Second Installment: \$1,115.82, PAID
Penalty: \$0.00
Tax Rate Area: 010243
A. P. No.: 0226-075-26-0-000

8. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$48,940.15, PAID
Penalty: \$0.00
Second Installment: \$48,940.13, PAID
Penalty: \$0.00
Tax Rate Area: 074057
A. P. No.: 0226-075-02-0-000

9. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$4,124.77, PAID
Penalty: \$0.00
Second Installment: \$4,124.75, PAID
Penalty: \$0.00
Tax Rate Area: 074026
A. P. No.: 0226-075-04-0-000

10. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$1,939.19, PAID
Penalty: \$0.00
Second Installment: \$1,939.17, PAID
Penalty: \$0.00
Tax Rate Area: 074022
A. P. No.: 0226-075-05-0-000

11. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$21,046.28, PAID
Penalty: \$0.00
Second Installment: \$21,046.25, PAID
Penalty: \$0.00
Tax Rate Area: 010243
A. P. No.: 0226-075-10-0-000

12. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$19,385.03, PAID
Penalty: \$0.00
Second Installment: \$19,384.99, PAID
Penalty: \$0.00
Tax Rate Area: 074056
A. P. No.: 0226-075-11-0-000

13. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$3,600.50, PAID
Penalty: \$0.00
Second Installment: \$3,600.47, PAID
Penalty: \$0.00
Tax Rate Area: 010243
A. P. No.: 0226-075-15-0-000

14. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$14,401.31, PAID
Penalty: \$0.00
Second Installment: \$14,401.28, PAID
Penalty: \$0.00
Tax Rate Area: 010243
A. P. No.: 0226-075-16-0-000

15. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$556.12, PAID
Penalty: \$0.00
Second Installment: \$556.10, PAID
Penalty: \$0.00
Tax Rate Area: 010243
A. P. No.: 0226-075-30-0-000

16. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$1,661.91, PAID
Penalty: \$0.00
Second Installment: \$1,661.90, PAID
Penalty: \$0.00
Tax Rate Area: 010243
A. P. No.: 0226-075-40-0-000

17. General and special taxes and assessments for the fiscal year 2020-2021.
First Installment: \$1,107.78, PAID
Penalty: \$0.00
Second Installment: \$1,107.77, PAID
Penalty: \$0.00
Tax Rate Area: 010243
A. P. No.: 0226-075-41-0-000
18. The property covered by this report is vacant land.
19. 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
20. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American 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.

LEGAL DESCRIPTION

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

THOSE PORTIONS OF LAND LYING WITHIN SECTION 13, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL GOVERNMENT TOWNSHIP MAP THEREOF, APPROVED BY THE SURVEYOR GENERAL, DATED NOVEMBER 13, 1885, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A"

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE, ALONG THE EAST LINE OF SAID SECTION 13, NORTH 00°35'58" EAST, 2,761.05 FEET TO THE TRUE POINT OF BEGINNING; SAID POINT BEING ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,354.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 46°21'52" EAST;

THENCE LEAVING SAID EAST LINE AND SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°00'40", A DISTANCE OF 165.68 FEET;

THENCE NORTH 06°19'00" EAST, 102.98 FEET;

THENCE NORTH 83°41'00" WEST, 64.84 FEET;

THENCE SOUTH 19°20'13" WEST, 24.98 FEET;

THENCE SOUTH 10°02'56" WEST, 72.77 FEET;

THENCE SOUTH 23°17'49" EAST, 30.77 FEET;

THENCE SOUTH 06°19'00" WEST, 37.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,354.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 35°49'43" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°09'47", A DISTANCE OF 122.01 FEET;

THENCE SOUTH 30°39'56" EAST, 46.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE CONTINUING SOUTH 30°39'56" EAST, 46.00 FEET;

THENCE SOUTH 32°15'03" EAST, 16.95 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 465.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 63°39'22" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°32'36", A DISTANCE OF 36.87 FEET;

THENCE SOUTH 59°06'46" EAST, 26.69 FEET TO THE TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,757.38 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 56°00'45" EAST SAID CURVE ALSO BEING THE NORTHWESTERLY

LINE OF THE LAND DESCRIBED IN THE GRANT DEED RECORDED NOVEMBER 26, 1973 IN [BOOK 8314, PAGE 57](#), OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING COURSES:

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°15'25", A DISTANCE OF 69.23 FEET;

THENCE NORTH 31°40'39" EAST, 69.26 FEET;

THENCE NORTH 31°40'53" EAST, 293.65 FEET TO SAID EAST LINE OF SECTION 13;

THENCE, ALONG SAID EAST LINE, NORTH 00°35'58" EAST, 2.83 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 33,420 SQUARE FEET, MORE OR LESS.

PARCEL "B"

BEING A STRIP OF LAND, 92.00 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT HEREINBEFORE REFERENCED POINT "A"; SAID POINT BEING AT THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,400.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 30°39'56" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°58'30", A DISTANCE OF 390.34 FEET;

THENCE SOUTH 75°18'34" WEST, 88.81 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B";

THENCE SOUTH 75°18'34" WEST, 4.23 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "C";

THENCE SOUTH 75°18'34" WEST, 397.13 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1,500.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°31'20", A DISTANCE OF 537.27 FEET;

THENCE SOUTH 54°47'14" WEST, 325.65 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2,000.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°31'10", A DISTANCE OF 402.10 FEET;

THENCE SOUTH 66°18'24" WEST, 222.62 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "D";

THENCE SOUTH 66°18'24" WEST, 1.36 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "E";

THENCE SOUTH 66°18'24" WEST, 731.55 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 2,000.00 FEET;

THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°29'05", A DISTANCE OF 86.73 FEET;

THENCE SOUTH 68°47'29" WEST, 151.64 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE

SOUTHERLY AND HAVING A RADIUS OF 1,050.00 FEET;

THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°53'46", A DISTANCE OF 16.42 FEET TO THE WESTERLY LINE OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13.

THE SIDELINES OF SAID STRIP SHALL BE PRONGED OR SHORTENED AS TO TERMINATE IN SAID WESTERLY LINE.

THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 308,734 SQUARE FEET, MORE OR LESS.

PARCEL "C"

BEGINNING AT HEREINBEFORE REFERENCED POINT "B";

THENCE SOUTH 14°41'26" EAST, 46.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL "B" AND THE TRUE POINT OF BEGINNING;

THENCE, LEAVING SAID SOUTHERLY LINE, SOUTH 28°53'08" WEST, 37.27 FEET;

THENCE SOUTH 75°18'34" WEST, 77.07 FEET;

THENCE NORTH 58°16'01" WEST, 37.27 FEET TO SAID SOUTHERLY LINE;

THENCE, ALONG SAID SOUTHERLY LINE, NORTH 75°18'34" EAST, 128.45 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2,775 SQUARE FEET, MORE OR LESS.

PARCEL "D"

BEGINNING AT HEREINBEFORE REFERENCED POINT "C";

THENCE NORTH 14°41'26" WEST, 46.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL "B" AND THE TRUE POINT OF BEGINNING;

THENCE, LEAVING SAID NORTHERLY LINE, NORTH 63°11'39" WEST, 34.71 FEET;

THENCE SOUTH 75°18'34" WEST, 63.00 FEET;

THENCE SOUTH 33°48'46" WEST, 34.71 FEET TO SAID NORTHERLY LINE;

THENCE, ALONG SAID NORTHERLY LINE, NORTH 75°18'34" EAST, 115.00 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 2,047 SQUARE FEET, MORE OR LESS.

PARCEL "E"

BEGINNING AT HEREINBEFORE REFERENCED POINT "D";

THENCE SOUTH 23°41'36" EAST, 46.00 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL "B" AND THE TRUE POINT OF BEGINNING;

THENCE, LEAVING SAID SOUTHEASTERLY LINE, SOUTH 19°52'58" WEST, 37.27 FEET;

THENCE SOUTH 57°27'24" WEST, 9.00 FEET;

THENCE SOUTH 66°18'24" WEST, 59.29 FEET;

THENCE SOUTH 75°09'23" WEST, 9.00 FEET;

THENCE NORTH 67°16'11" WEST, 37.27 FEET TO SAID SOUTHEASTERLY LINE;

THENCE, ALONG SAID SOUTHEASTERLY LINE, NORTH 66°18'24" EAST, 128.45 FEET TO THE TRUE POINT OF BEGINNING;

THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 2,869 SQUARE FEET, MORE OR LESS.

PARCEL "F"

BEGINNING AT HEREINBEFORE REFERENCED POINT "E";

THENCE NORTH 23°41'36" WEST, 46.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID PARCEL "B" AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 64°02'42" WEST, 38.84 FEET;

THENCE SOUTH 81°00'42" WEST, 9.00 FEET;

THENCE SOUTH 66°18'24" WEST, 58.03 FEET;

THENCE SOUTH 51°36'05" WEST, 9.00 FEET;

THENCE SOUTH 16°39'29" WEST, 38.84 FEET TO SAID NORTHWESTERLY LINE;

THENCE, ALONG SAID NORTHWESTERLY LINE, NORTH 66°18'24" EAST, 125.74 FEET TO THE TRUE POINT OF BEGINNING;

NOTE: THE ABOVE DESCRIPTION IS FOR IDENTIFICATION PURPOSES ONLY AND HAS BEEN PROVIDED FOR THE ACCOMMODATION OF THIS REPORT. SAID DESCRIPTION IS NOT INSURABLE PURSUANT TO THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND SHOULD NOT BE RELIED UPON TO CONVEY OR ENCUMBER SAID LAND.

APN's: PORTION OF 0226-075-17-0-000, 0226-075-27-0-000, 0226-075-28-0-000, PORTION OF 0226-075-29-0-000, 0226-075-39-0-000, PORTION OF 0226-075-18-0-000, 0226-075-26-0-000, 0226-075-02-0-000, 0226-075-04-0-000, 0226-075-05-0-000, 0226-075-10-0-000, 0226-075-11-0-000, PORTION OF 0226-075-15-0-000, PORTION OF 0226-075-16-0-000, 0226-075-30-0-000, 0226-075-40-0-000, PORTION OF 0226-075-41-0-000 and PORTION OF 0226-075-36-0-000

Parcel Map No. 11271, P.M. 122/57

Order Number: NHSC-6614406 (tc)

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NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

CLTA STANDARD COVERAGE POLICY – 1990
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 which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but 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; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which 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, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which 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.
 Proceedings by a public agency which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are 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 unless such lien is shown by the public records at Date of Policy.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
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;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - 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.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

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.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

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

[Except as provided in Schedule B - Part II, [t[or T]his 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 I

[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:

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 unless such lien is shown by the Public Records at Date of Policy.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

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 9 or 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.

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: [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:

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 unless such lien is shown by the Public Records at Date of Policy.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

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.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



First American Title™

Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



First American Title™

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

Notice of Sale. We have not sold the **personal information** of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

EXHIBIT E

LAND OWNER PROPERTY PRELIMINARY TITLE REPORT

CLTA Preliminary Report Form
(Rev. 11/06)

Order Number: NHSC-6614406 (tc)
Page Number: 1



First American Title

First American Title Company

**1250 Corona Pointe Court, Ste 200
Corona, CA 92879**

Derek Barbour
Richland Communities, Inc.
3161 Michelson Drive, Suite 425
Irvine, CA 92612

Customer Reference: Proposed Lytle Creek Road

Order Number: NHSC-6614406 (tc)

Title Officer: Terrell Crutchfield
Phone: (951)256-5879
Fax No.: (866)558-2872
E-Mail: tcrutchfield@firstam.com

Buyer:

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.

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

First American Title

Order Number: NHSC-6614406 (tc)

Page Number: 2

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 08, 2021 at 7:30 A.M.

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

To Be Determined

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:

ROSEVILLE INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 42.57% INTEREST AND AMERICAN SUPERIOR LAND, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 27.05% INTEREST, AND EPC HOLDINGS 823, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 13.65% INTEREST, AND RMD INLAND INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 4.01% INTEREST, AND EPC HOLDINGS 944, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 12.72% INTEREST, ALL AS TENANTS IN COMMON, AS TO A PORTION OF SAID LAND
AND
SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, A BODY CORPORATE AND POLITIC, AS TO A PORTION OF SAID LAND

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

A fee.

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 2021-2022, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2020-2021 are exempt.

(Affects APN 0226-075-36-0-000)

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. Any adverse interest or claim of right or title based upon the assertion that the boundaries of the Southwest 1/4 of Section 13, Township 1 North, Range 6 West, San Bernardino Base and Meridian, according to the official plat of said land filed in the District Land Office June 2, 1874 are not identical with the corresponding boundaries of said 1/4 section, according to the official plat of said land filed in the District Land Office April 2, 1894.

5. An easement for utilities and incidental purposes in the document recorded February 4, 1887 in [Book "F", Page 548](#) of Agreements.

The location of the easement cannot be determined from record information.

6. An easement for water pipes and incidental purposes, recorded May 19, 1888 in [Book 77 of Deeds, Page 179](#).

In Favor of: J.N. Patton

Affects: As described therein

The location of the easement cannot be determined from record information.

7. Rights, rights of way, reservations and exceptions in the patent recorded July 10, 1899 in [Book "F" of Patents, Page 249](#).

The location of the easement cannot be determined from record information.

8. An easement for pipe line and conduit and incidental purposes, recorded August 24, 1912 in [Book 512 of Deeds, Page 322](#).

In Favor of: Jennie E. Biggin

Affects: Said Land

The location of the easement cannot be determined from record information.

9. An easement for water and pipe line and incidental purposes, recorded December 19, 1914 in [Book 561 of Deeds, Page 136](#).

In Favor of: I.I. Bennett and Mabel Bennett

Affects: Said Land

The location of the easement cannot be determined from record information.

10. An easement for public utilities and incidental purposes, recorded November 28, 1951 in [Book 2859, Page 235](#) of Official Records.

In Favor of: Southern California Edison Company Ltd., a corporation

Affects: As described therein

11. An easement for road and pipelines and incidental purposes, recorded December 2, 1953 in [Book 3287, Page 151](#) of Official Records.

In Favor of: John C. Mahler and Grace Mahler

Affects: Said Land

The location of the easement cannot be determined from record information.

Document(s) declaring modifications thereof recorded May 24, 1956 in [Book 3946, Page 255](#) of Official Records.

12. An easement for pipelines, ingress, egress and road and incidental purposes, recorded December 28, 1959 in [Book 5018, Page 333](#) of Official Records.
In Favor of: Harold N. Bucy and Marie K. Bucy
Affects: Said Land

The location of the easement cannot be determined from record information.

13. An easement for ingress, egress and pipe line and incidental purposes, recorded March 10, 1966 in [Book 6585, Page 377](#) of Official Records.
In Favor of: Harold N. Bucy and Marie K. Bucy
Affects: Said Land

The location of the easement cannot be determined from record information.

14. An easement in that certain Final Order of Condemnation for roadway purposes and incidental purposes, recorded June 20, 1972 in [Book 7959, Page 98](#) of Official Records.
In Favor of: James R. Kostoff, et al
Affects: A portion of said land

The location of the easement cannot be determined from record information.

15. An easement in that certain Final Order of Condemnation for roadway purposes and incidental purposes, recorded July 10, 1972 in [Book 7973, Page 496](#) of Official Records.
In Favor of: Thomas Tedesco, et al
Affects: A portion of said land

The location of the easement cannot be determined from record information.

16. An easement for public road purposes and incidental purposes, recorded September 17, 1973 in [Book 8268, Page 1304](#) of Official Records.
In Favor of: Far West Recreation Centers, Inc., a Nevada corporation, as to
an undivided one-half interest
Affects: Said Land

The effect of a document entitled "Corporation Quitclaim (Easement)", recorded October 30, 2012 as Instrument No. [2012-0448999](#) of Official Records.

17. An easement for roadway purposes and incidental purposes, recorded September 17, 1973 in [Book 8268, Page 1306](#) of Official Records.

In Favor of: International Fastener Research Corporation, a New York corporation, as to an undivided one-half interest

Affects: Said Land

The effect of a document entitled "Corporation Quitclaim (Easement)", recorded October 30, 2012 as Instrument No. [2012-0448999](#) of Official Records.

18. Abutter's rights of ingress and egress to or from the street, highway, or freeway abutting said land have been relinquished in the document recorded November 26, 1973 in [Book 8314, Page 57](#) of Official Records.
19. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded November 26, 1973 in [Book 8314, Page 57](#) of Official Records.
20. Abutter's rights of ingress and egress to or from the street, highway, or freeway abutting said land have been relinquished in the document recorded May 31, 1974 in [Book 8442, Page 1636](#) of Official Records.
21. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded May 31, 1974 in [Book 8442, Page 1636](#) of Official Records.

"The above deed herein recite that such remaining property shall abut upon and have access to said Frontage Road which be connected to Citrus Avenue, (Lytle Creek Road)".

22. Abutter's rights of ingress and egress to or from street, highway, or freeway abutting said land have been relinquished in the document recorded January 20, 1975 in [Book 8598, Page 20](#) of Official Records.
23. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded January 20, 1975 in [Book 8598, Page 20](#) of Official Records.
24. An easement to construct roads, use existing roads and make such addition thereto and incidental purposes, recorded June 27, 1975 in [Book 8709, Page 4](#) of Official Records.
In Favor of: James R. Kostoff, nominee and Patricia A. Kostoff, his wife
Affects: As described therein

The location of the easement cannot be determined from record information.

25. The effect of a map purporting to show the land and other property, filed November 6, 1980 in [Book 41, Pages 71-81](#) of Record of Surveys.
26. The Terms, Provisions and Easement(s) contained in the document entitled "Grant of Easement and Agreement" recorded March 11, 2004 as Instrument No. [2004-171203](#) of Official Records.

27. The terms and provisions contained in the document entitled "Memorandum of Agreement and Lien" recorded June 16, 2005 as Instrument No. [2005-428902](#) of Official Records.
28. An easement for drainage and grading and incidental purposes as condemned by Final Order of Condemnation, recorded August 30, 2007 as Instrument No. [2007-0503773](#) of Official Records.
In Favor of: San Bernardino County Flood Control District
Affects: As described therein
29. The effect of a map purporting to show the land and other property, filed August 3, 2016 in [Book 0158, Pages 50 - 56](#) of Record of Surveys.
30. The terms and provisions contained in the document entitled "Monarch Hills Development Agreement" recorded March 27, 2019 as Instrument No. [2019-0093136](#) of Official Records.
31. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of San Bernardino County, recorded August 25, 2020, as Instrument No. [2020-0305938](#) of Official Records.
Debtor: American Superior Land LLC
Year & No.: 2019 & 635382
Amount: \$19,646.57, and any other amounts due thereunder.
32. This is a pro-forma preliminary report. It does not reflect the present status of title and is not intended to be a commitment to insure.

There are requirements that must be met before a policy of title insurance can be issued. Such requirements may include the recordation of a map or maps and/or a deed or deeds. A commitment to insure setting forth those requirements should be obtained from the Company.
33. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
34. Water rights, claims or title to water, whether or not shown by the Public Records.
35. Rights of parties in possession.

Prior to the issuance of any policy of title insurance, the Company will require:

36. With respect to Roseville Investments, LLC, a Florida limited liability company:
- a. A copy of its operating agreement and any amendments thereto;
 - b. If it is a California limited liability company, that 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) be recorded in the public records;
 - c. If it is a foreign limited liability company, that a certified copy of its application for registration (LLC-5) be recorded in the public records;
 - d. 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, that such document or instrument 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 document 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.
 - e. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require
37. With respect to American Superior Land, LLC, a Delaware limited liability company:
- a. A copy of its operating agreement and any amendments thereto;
 - b. If it is a California limited liability company, that 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) be recorded in the public records;
 - c. If it is a foreign limited liability company, that a certified copy of its application for registration (LLC-5) be recorded in the public records;
 - d. 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, that such document or instrument 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 document 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.
 - e. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require

38. With respect to EPC Holdings 823, LLC, a Washington limited liability company:
- a. A copy of its operating agreement and any amendments thereto;
 - b. If it is a California limited liability company, that 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) be recorded in the public records;
 - c. If it is a foreign limited liability company, that a certified copy of its application for registration (LLC-5) be recorded in the public records;
 - d. 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, that such document or instrument 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 document 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.
 - e. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require
39. With respect to RMD Inland Investors, LLC, a Delaware limited liability company:
- a. A copy of its operating agreement and any amendments thereto;
 - b. If it is a California limited liability company, that 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) be recorded in the public records;
 - c. If it is a foreign limited liability company, that a certified copy of its application for registration (LLC-5) be recorded in the public records;
 - d. 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, that such document or instrument 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 document 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.
 - e. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require

40. With respect to EPC Holdings 944, LLC, a Washington limited liability company:
- a. A copy of its operating agreement and any amendments thereto;
 - b. If it is a California limited liability company, that 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) be recorded in the public records;
 - c. If it is a foreign limited liability company, that a certified copy of its application for registration (LLC-5) be recorded in the public records;
 - d. 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, that such document or instrument 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 document 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.
 - e. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable 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. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$24,369.63, PAID
Penalty: \$0.00
Second Installment: \$24,369.62, PAID
Penalty: \$0.00
Tax Rate Area: 010243
A. P. No.: 0226-075-17-0-000

2. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$337.31, PAID
Penalty: \$0.00
Second Installment: \$337.29, PAID
Penalty: \$0.00
Tax Rate Area: 010243
A. P. No.: 0226-075-27-0-000

3. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$7,040.64, PAID
Penalty: \$0.00
Second Installment: \$7,040.61, PAID
Penalty: \$0.00
Tax Rate Area: 010243
A. P. No.: 0226-075-28-0-000

4. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$9,414.98, PAID
Penalty: \$0.00
Second Installment: \$9,414.94, PAID
Penalty: \$0.00
Tax Rate Area: 010243
A. P. No.: 0226-075-29-0-000

5. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$3,877.13, PAID
Penalty: \$0.00
Second Installment: \$3,877.10, PAID
Penalty: \$0.00

Tax Rate Area: 010243
A. P. No.: 0226-075-39-0-000

6. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$30,184.21, PAID
Penalty: \$0.00
Second Installment: \$30,184.21, PAID
Penalty: \$0.00
Tax Rate Area: 010243
A. P. No.: 0226-075-18-0-000

7. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$1,115.82, PAID
Penalty: \$0.00
Second Installment: \$1,115.82, PAID
Penalty: \$0.00
Tax Rate Area: 010243
A. P. No.: 0226-075-26-0-000

8. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$48,940.15, PAID
Penalty: \$0.00
Second Installment: \$48,940.13, PAID
Penalty: \$0.00
Tax Rate Area: 074057
A. P. No.: 0226-075-02-0-000

9. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$4,124.77, PAID
Penalty: \$0.00
Second Installment: \$4,124.75, PAID
Penalty: \$0.00
Tax Rate Area: 074026
A. P. No.: 0226-075-04-0-000

10. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$1,939.19, PAID
Penalty: \$0.00
Second Installment: \$1,939.17, PAID
Penalty: \$0.00
Tax Rate Area: 074022
A. P. No.: 0226-075-05-0-000

11. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$21,046.28, PAID
Penalty: \$0.00
Second Installment: \$21,046.25, PAID
Penalty: \$0.00
Tax Rate Area: 010243
A. P. No.: 0226-075-10-0-000

12. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$19,385.03, PAID
Penalty: \$0.00
Second Installment: \$19,384.99, PAID
Penalty: \$0.00
Tax Rate Area: 074056
A. P. No.: 0226-075-11-0-000

13. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$3,600.50, PAID
Penalty: \$0.00
Second Installment: \$3,600.47, PAID
Penalty: \$0.00
Tax Rate Area: 010243
A. P. No.: 0226-075-15-0-000

14. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$14,401.31, PAID
Penalty: \$0.00
Second Installment: \$14,401.28, PAID
Penalty: \$0.00
Tax Rate Area: 010243
A. P. No.: 0226-075-16-0-000

15. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$556.12, PAID
Penalty: \$0.00
Second Installment: \$556.10, PAID
Penalty: \$0.00
Tax Rate Area: 010243
A. P. No.: 0226-075-30-0-000

16. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$1,661.91, PAID
Penalty: \$0.00
Second Installment: \$1,661.90, PAID
Penalty: \$0.00
Tax Rate Area: 010243
A. P. No.: 0226-075-40-0-000

17. General and special taxes and assessments for the fiscal year 2020-2021.
First Installment: \$1,107.78, PAID
Penalty: \$0.00
Second Installment: \$1,107.77, PAID
Penalty: \$0.00
Tax Rate Area: 010243
A. P. No.: 0226-075-41-0-000
18. The property covered by this report is vacant land.
19. 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
20. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American 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.

LEGAL DESCRIPTION

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

THOSE PORTIONS OF LAND LYING WITHIN SECTION 13, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL GOVERNMENT TOWNSHIP MAP THEREOF, APPROVED BY THE SURVEYOR GENERAL, DATED NOVEMBER 13, 1885, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A"

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE, ALONG THE EAST LINE OF SAID SECTION 13, NORTH 00°35'58" EAST, 2,761.05 FEET TO THE TRUE POINT OF BEGINNING; SAID POINT BEING ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,354.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 46°21'52" EAST;

THENCE LEAVING SAID EAST LINE AND SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°00'40", A DISTANCE OF 165.68 FEET;

THENCE NORTH 06°19'00" EAST, 102.98 FEET;

THENCE NORTH 83°41'00" WEST, 64.84 FEET;

THENCE SOUTH 19°20'13" WEST, 24.98 FEET;

THENCE SOUTH 10°02'56" WEST, 72.77 FEET;

THENCE SOUTH 23°17'49" EAST, 30.77 FEET;

THENCE SOUTH 06°19'00" WEST, 37.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,354.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 35°49'43" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°09'47", A DISTANCE OF 122.01 FEET;

THENCE SOUTH 30°39'56" EAST, 46.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE CONTINUING SOUTH 30°39'56" EAST, 46.00 FEET;

THENCE SOUTH 32°15'03" EAST, 16.95 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 465.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 63°39'22" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°32'36", A DISTANCE OF 36.87 FEET;

THENCE SOUTH 59°06'46" EAST, 26.69 FEET TO THE TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,757.38 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 56°00'45" EAST SAID CURVE ALSO BEING THE NORTHWESTERLY

LINE OF THE LAND DESCRIBED IN THE GRANT DEED RECORDED NOVEMBER 26, 1973 IN [BOOK 8314, PAGE 57](#), OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING COURSES:

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°15'25", A DISTANCE OF 69.23 FEET;

THENCE NORTH 31°40'39" EAST, 69.26 FEET;

THENCE NORTH 31°40'53" EAST, 293.65 FEET TO SAID EAST LINE OF SECTION 13;

THENCE, ALONG SAID EAST LINE, NORTH 00°35'58" EAST, 2.83 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 33,420 SQUARE FEET, MORE OR LESS.

PARCEL "B"

BEING A STRIP OF LAND, 92.00 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT HEREINBEFORE REFERENCED POINT "A"; SAID POINT BEING AT THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,400.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 30°39'56" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°58'30", A DISTANCE OF 390.34 FEET;

THENCE SOUTH 75°18'34" WEST, 88.81 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B";

THENCE SOUTH 75°18'34" WEST, 4.23 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "C";

THENCE SOUTH 75°18'34" WEST, 397.13 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1,500.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°31'20", A DISTANCE OF 537.27 FEET;

THENCE SOUTH 54°47'14" WEST, 325.65 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2,000.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°31'10", A DISTANCE OF 402.10 FEET;

THENCE SOUTH 66°18'24" WEST, 222.62 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "D";

THENCE SOUTH 66°18'24" WEST, 1.36 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "E";

THENCE SOUTH 66°18'24" WEST, 731.55 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 2,000.00 FEET;

THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°29'05", A DISTANCE OF 86.73 FEET;

THENCE SOUTH 68°47'29" WEST, 151.64 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE

SOUTHERLY AND HAVING A RADIUS OF 1,050.00 FEET;

THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°53'46", A DISTANCE OF 16.42 FEET TO THE WESTERLY LINE OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13.

THE SIDELINES OF SAID STRIP SHALL BE PRONGED OR SHORTENED AS TO TERMINATE IN SAID WESTERLY LINE.

THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 308,734 SQUARE FEET, MORE OR LESS.

PARCEL "C"

BEGINNING AT HEREINBEFORE REFERENCED POINT "B";

THENCE SOUTH 14°41'26" EAST, 46.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL "B" AND THE TRUE POINT OF BEGINNING;

THENCE, LEAVING SAID SOUTHERLY LINE, SOUTH 28°53'08" WEST, 37.27 FEET;

THENCE SOUTH 75°18'34" WEST, 77.07 FEET;

THENCE NORTH 58°16'01" WEST, 37.27 FEET TO SAID SOUTHERLY LINE;

THENCE, ALONG SAID SOUTHERLY LINE, NORTH 75°18'34" EAST, 128.45 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2,775 SQUARE FEET, MORE OR LESS.

PARCEL "D"

BEGINNING AT HEREINBEFORE REFERENCED POINT "C";

THENCE NORTH 14°41'26" WEST, 46.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL "B" AND THE TRUE POINT OF BEGINNING;

THENCE, LEAVING SAID NORTHERLY LINE, NORTH 63°11'39" WEST, 34.71 FEET;

THENCE SOUTH 75°18'34" WEST, 63.00 FEET;

THENCE SOUTH 33°48'46" WEST, 34.71 FEET TO SAID NORTHERLY LINE;

THENCE, ALONG SAID NORTHERLY LINE, NORTH 75°18'34" EAST, 115.00 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 2,047 SQUARE FEET, MORE OR LESS.

PARCEL "E"

BEGINNING AT HEREINBEFORE REFERENCED POINT "D";

THENCE SOUTH 23°41'36" EAST, 46.00 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL "B" AND THE TRUE POINT OF BEGINNING;

THENCE, LEAVING SAID SOUTHEASTERLY LINE, SOUTH 19°52'58" WEST, 37.27 FEET;

THENCE SOUTH 57°27'24" WEST, 9.00 FEET;

THENCE SOUTH 66°18'24" WEST, 59.29 FEET;

THENCE SOUTH 75°09'23" WEST, 9.00 FEET;

THENCE NORTH 67°16'11" WEST, 37.27 FEET TO SAID SOUTHEASTERLY LINE;

THENCE, ALONG SAID SOUTHEASTERLY LINE, NORTH 66°18'24" EAST, 128.45 FEET TO THE TRUE POINT OF BEGINNING;

THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 2,869 SQUARE FEET, MORE OR LESS.

PARCEL "F"

BEGINNING AT HEREINBEFORE REFERENCED POINT "E";

THENCE NORTH 23°41'36" WEST, 46.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID PARCEL "B" AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 64°02'42" WEST, 38.84 FEET;

THENCE SOUTH 81°00'42" WEST, 9.00 FEET;

THENCE SOUTH 66°18'24" WEST, 58.03 FEET;

THENCE SOUTH 51°36'05" WEST, 9.00 FEET;

THENCE SOUTH 16°39'29" WEST, 38.84 FEET TO SAID NORTHWESTERLY LINE;

THENCE, ALONG SAID NORTHWESTERLY LINE, NORTH 66°18'24" EAST, 125.74 FEET TO THE TRUE POINT OF BEGINNING;

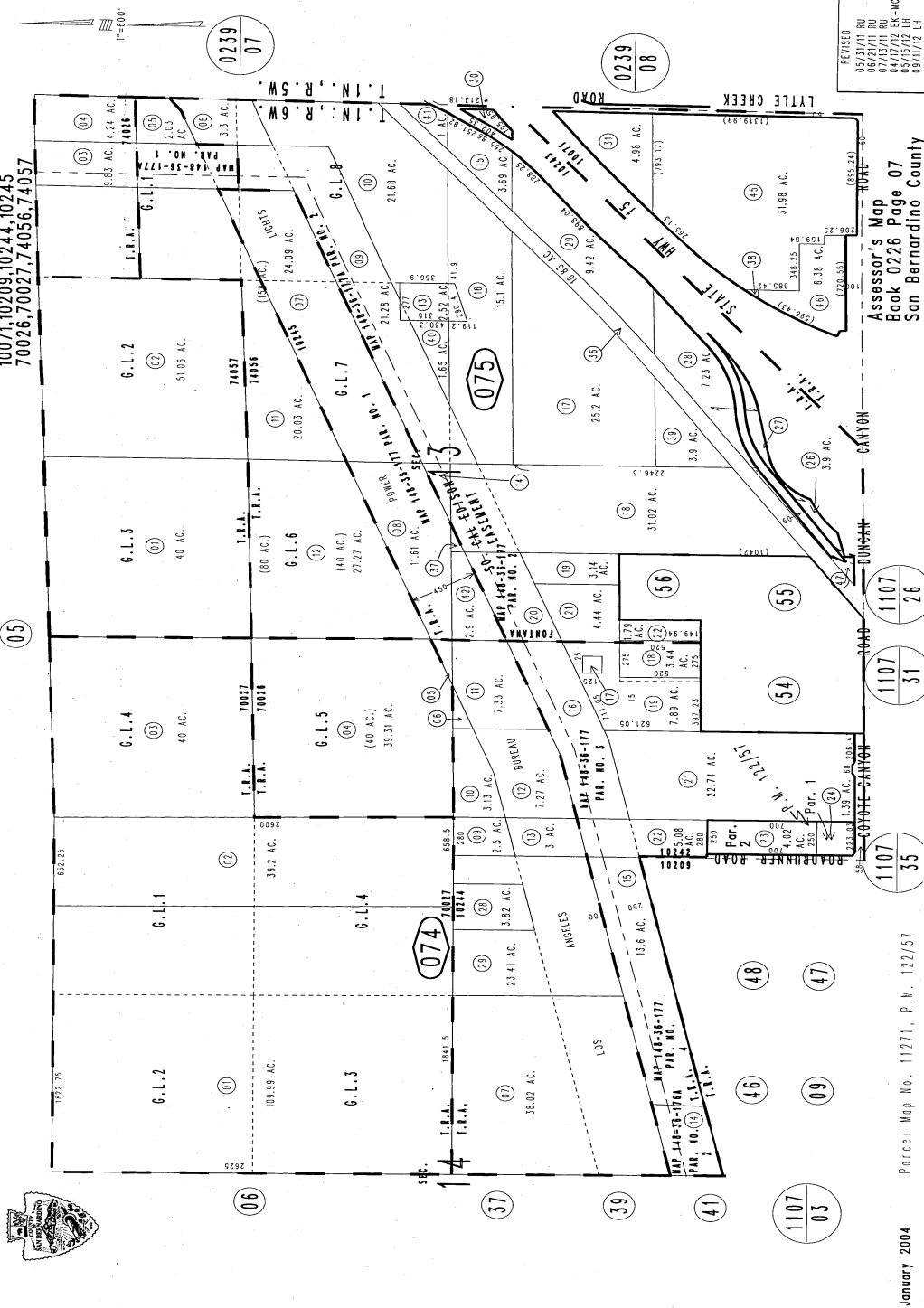
NOTE: THE ABOVE DESCRIPTION IS FOR IDENTIFICATION PURPOSES ONLY AND HAS BEEN PROVIDED FOR THE ACCOMMODATION OF THIS REPORT. SAID DESCRIPTION IS NOT INSURABLE PURSUANT TO THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND SHOULD NOT BE RELIED UPON TO CONVEY OR ENCUMBER SAID LAND.

APN's: PORTION OF 0226-075-17-0-000, 0226-075-27-0-000, 0226-075-28-0-000, PORTION OF 0226-075-29-0-000, 0226-075-39-0-000, PORTION OF 0226-075-18-0-000, 0226-075-26-0-000, 0226-075-02-0-000, 0226-075-04-0-000, 0226-075-05-0-000, 0226-075-10-0-000, 0226-075-11-0-000, PORTION OF 0226-075-15-0-000, PORTION OF 0226-075-16-0-000, 0226-075-30-0-000, 0226-075-40-0-000, PORTION OF 0226-075-41-0-000 and PORTION OF 0226-075-36-0-000

Sec.13 & E.1/2, Sec.14, T.1N.,R.6W., S.B.B.&M.

City of Fontana
Etiwanda & Fontana Unified
Tax Rate Area
10071,10209,10244,10245
70026,70027,74056,74057

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



Order Number: NHSC-6614406 (tc)

Page Number: 20

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

CLTA STANDARD COVERAGE POLICY – 1990
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 which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but 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; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which 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, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which 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.
 Proceedings by a public agency which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are 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 unless such lien is shown by the public records at Date of Policy.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
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;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - 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.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

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.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

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

[Except as provided in Schedule B - Part II, [t[or T]his 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 I

[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:

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 unless such lien is shown by the Public Records at Date of Policy.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

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 9 or 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.

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: [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:

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 unless such lien is shown by the Public Records at Date of Policy.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

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.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



First American Title™

Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



First American Title™

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

Notice of Sale. We have not sold the **personal information** of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

EXHIBIT F
FORM OF NONFOREIGN TRANSFEROR DECLARATION

Nonforeign Transferor Declaration

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the Property and not the disregarded entity. To inform _____
_____ (“**Transferee**”), the transferee of that certain real property described in Schedule ”1” attached hereto and incorporated herein by this reference, that withholding of tax is not required upon the disposition of the above-referenced real property by
_____ (“**Transferor**”), the undersigned hereby certifies the following on behalf of the Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder); and
2. Transferor's taxpayer identification number is: _____; and
3. Transferor's address is: _____.

The Transferor understands that this Certification may be disclosed to the Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

The Transferor understands that the Transferee is relying on this Certification in determining whether withholding is required upon said transfer.

Under penalty of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

Dated:

“TRANSFEROR”

By: _____

Name: _____

Title: _____

EXHIBIT G
FORM OF GRANT DEED

RECORDING REQUESTED BY:

[insert]

Once Recorded, Return To:

[insert]

APN:

NO RECORDING FEE REQUIRED:

This document is exempt from Fee Pursuant to
Government Code Section 27383
Documentary Tax Due: \$None

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
[INSERT] does hereby grant to [INSERT] ("Grantee"), a fee interest of that certain real property in
the City of Fontana, County of San Bernardino, State of California described as follows:

[INSERT LEGAL DESCRIPTION]

GRANTOR:

[INSERT]

Date

CITY OF FONTANA ACCEPTANCE CERTIFICATE

This is to certify that the interest in real property conveyed by the deed or grant deed dated ____ from **[INSERT]** to the City of Fontana, a Municipal Corporation, is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the City Council adopted on July 16, 1991 and the grantee consents to the recordation thereof by its duly authorized officer.

By: _____
Ricardo Sandoval, P.E., P.L.S.
City Engineer, City of Fontana

EXHIBIT H
FORM OF GRANT OF EASEMENT

No Recording Fees or Documentary Transfer Tax
Government Code § 27383
Rev & Tax Code § 11922

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF FONTANA
Engineering Department
8353 Sierra Avenue
Fontana, California 92335

(mailing address)

(city) (state) (zip code)

APN: _____ (Space above this line is for Recorders Use) FILE:
TRA: _____

GRANT OF EASEMENT
(Road Construction)

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged,

The **CITY OF FONTANA**, a municipal corporation (“Grantor”) hereby grants to **[INSERT]**, their successors and assigns (collectively, “Grantee”), a permanent, nonexclusive easement for ingress, egress, construction and development of a road and necessary improvements and appurtenances (“Road”), upon, over and across that certain real property in the County of San Bernardino, State of California, as described in **Exhibit “A”** and depicted on **Exhibit “B”** attached hereto (“Easement Area”).

The easement rights described herein include the right to construct and develop the Road, including any slopes associated therewith. The Road is required to be improved with asphalt or some other paved surface. Construction and development of the Road by Grantee is pursuant to that certain Real Property Exchange Agreement dated **[INSERT]** and does not create a duty or obligation of any type to third parties, including Grantor or any persons claiming rights under Grantor, for death, personal injury or property damage allegedly resulting from the construction or development of the Road. Grantee shall have the right to prohibit public access to the Road by means of gates and fences secured by locks or other access control devices while Grantee is constructing and developing the Road and until Grantor terminates this easement.

Doc. No. _____

GRANTOR

Date _____

By _____

Its: _____

Doc. No. _____

(Rev. 1/15)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

Certificate Of Completion

Envelope Id: 4DBF86826E8B46EF93D037CF0CE803F2

Status: Completed

Subject: Lytle Creek Road Exchange Agreement

Source Envelope:

Document Pages: 107

Signatures: 12

Certificate Pages: 6

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Purchasing Office

8353 Sierra Avenue

Fontana, CA 92335

purchasing@fontana.org

IP Address: 192.146.186.96

Record Tracking

Status: Original

8/12/2021 10:15:32 AM

Holder: Purchasing Office

purchasing@fontana.org

Location: DocuSign

Signer Events

John Troutman

jtroutman@richlandinvestments.com

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:


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Signature Adoption: Pre-selected Style

Using IP Address: 64.58.151.194

Timestamp

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Viewed: 8/12/2021 11:06:36 AM

Signed: 8/13/2021 10:56:59 AM

Electronic Record and Signature Disclosure:

Accepted: 8/12/2021 11:06:36 AM

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Ricardo Sandoval

rsandoval@fontana.org

Security Level: Email, Account Authentication
(None)

DocuSigned by:


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Signature Adoption: Pre-selected Style

Using IP Address: 192.146.186.96

Sent: 8/13/2021 10:57:03 AM

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Signed: 8/16/2021 5:57:15 PM

Electronic Record and Signature Disclosure:

Accepted: 8/13/2021 1:08:07 PM

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Phillip Burum

pburum@fontana.org

Deputy City Manager

Security Level: Email, Account Authentication
(None)

DocuSigned by:


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Signature Adoption: Pre-selected Style

Using IP Address: 192.146.186.96

Sent: 8/16/2021 5:57:18 PM

Viewed: 8/17/2021 9:51:02 AM

Signed: 8/17/2021 9:52:49 AM

Electronic Record and Signature Disclosure:

Accepted: 8/17/2021 9:51:02 AM

ID: 24d85b07-0914-4ca0-b08c-e3540a7a7c38

Ruben Duran

ruben.duran@bbklaw.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:


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Signature Adoption: Pre-selected Style

Using IP Address: 177.248.193.42

Signed using mobile

Sent: 8/17/2021 9:52:52 AM

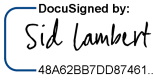


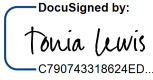
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Signed: 8/19/2021 9:36:49 AM

Electronic Record and Signature Disclosure:

Accepted: 8/19/2021 9:33:46 AM

ID: 502019ce-6d35-478e-a785-9a2fa726a548

Signer Events	Signature	Timestamp
<p>Sid Lambert slambert@fontana.org Purchasing Office Blais & Associates Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  48A62BB7DD87461...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 192.146.186.96</p>	<p>Sent: 8/19/2021 9:36:53 AM Viewed: 8/23/2021 9:01:13 AM Signed: 8/23/2021 9:01:25 AM</p>
<p>Lisa Strong lstrong@fontana.org Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/23/2021 9:12:02 AM ID: 0415b438-c038-4f21-b7e1-e4b62c4573c2</p>	<p>DocuSigned by:  5C22B5F9685B47F...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 192.146.186.96</p>	<p>Sent: 8/23/2021 9:01:29 AM Viewed: 8/23/2021 9:12:02 AM Signed: 8/23/2021 9:13:47 AM</p>
<p>Mark Denny mdenny@fontana.org City Manager Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/23/2021 9:29:21 AM ID: 6fdb68e2-5a9b-482e-b8b4-66251164019e</p>	<p>DocuSigned by:  5273CA3345BF465...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 174.67.227.114</p>	<p>Sent: 8/23/2021 9:13:51 AM Viewed: 8/23/2021 9:29:21 AM Signed: 8/23/2021 9:29:59 AM</p>
<p>Tonia Lewis tlewis@fontana.org Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/23/2021 10:38:01 AM ID: 35571679-83a5-4a8d-9478-12ee0dcd0835</p>	<p>DocuSigned by:  C790743318624ED...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 76.218.56.24 Signed using mobile</p>	<p>Sent: 8/23/2021 9:30:03 AM Viewed: 8/23/2021 10:38:01 AM Signed: 8/23/2021 10:38:27 AM</p>

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Kathy Kasinger kkasinger@fontana.org Records Coordinator Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure:</p>	<div>COPIED</div>	<p>Sent: 8/23/2021 10:38:30 AM</p>

Carbon Copy Events	Status	Timestamp
Accepted: 8/23/2021 7:44:48 AM ID: d013739f-38a6-49ca-80d8-96f99b9b16bc		
Kari Ecoff kecoff@fontana.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 8/23/2021 10:38:31 AM Viewed: 8/23/2021 10:50:32 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/12/2021 10:22:24 AM
Certified Delivered	Security Checked	8/23/2021 10:38:01 AM
Signing Complete	Security Checked	8/23/2021 10:38:27 AM
Completed	Security Checked	8/23/2021 10:38:31 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Fontana (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Fontana:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cteveda@fontana.org

To advise City of Fontana of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at cteveda@fontana.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Fontana

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to cteveda@fontana.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Fontana

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to cteveda@fontana.org and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Fontana as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Fontana during the course of my relationship with you.

EXHIBIT "2"
ASSIGNMENT AND ASSUMPTION OF AGREEMENT

**ASSIGNMENT AND ASSUMPTION OF AGREEMENT REGARDING LYTLE CREEK
ROAD RIGHT OF WAY EXCHANGE AND JOINT ESCROW INSTRUCTIONS**

This ASSIGNMENT AND ASSUMPTION OF AGREEMENT REGARDING LYTLE CREEK ROAD RIGHT OF WAY EXCHANGE AND JOINT ESCROW INSTRUCTIONS (this “Assignment”) is executed as of the 9th day of September, 2021, by and between EPC HOLDINGS 823 LLC, a Washington limited liability company, EPC HOLDINGS 944 LLC, a Washington limited liability company, ROSEVILLE INVESTMENTS, LLC, a Florida limited liability company, AMERICAN SUPERIOR LAND, LLC, a Delaware limited liability company, and RMD INLAND INVESTORS, LLC, a Delaware limited liability company (collectively, “Assignor”), and ARROYO CAP II-6, LLC, a Delaware limited liability company (“Assignee”).

Reference is hereby made to those certain Agreements of Purchase and Sale and Joint Escrow Instructions of even date herewith, by and between each entity comprising Assignor, as Seller, and Assignee, as Buyer (the “Agreements”). Capitalized terms used and not otherwise defined herein shall have the meanings respectively ascribed to such terms in the Agreements.

For good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:


1. Assignor hereby assigns, transfers and delegates to Assignee, without recourse or warranty whatsoever, all of Assignor’s right, title and interest in and to that certain Agreement Regarding Lytle Creek Road Right of Way Exchange and Joint Escrow Instructions dated as of August 11, 2021, by and between Assignors and the City of Fontana, a municipal corporation (the “Exchange Agreement”).
2. Assignee hereby assumes all rights and obligations of Assignor under the Exchange Agreement arising from and after the date hereof.
3. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which shall, together, constitute one and the same instrument.

[signature page follows]


IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the date first above written.

Assignor:


EPC HOLDINGS 823, LLC
a Washington limited liability company

By: 
John C. Troutman, Vice President


EPC HOLDINGS 944, LLC
a Washington limited liability company

By: 
John C. Troutman, Vice President

ROSEVILLE INVESTMENTS, LLC
a Florida limited liability company

By: 
John C. Troutman, Vice President

AMERICAN SUPERIOR LAND, LLC
a Delaware limited liability company

By: 
John C. Troutman, Vice President

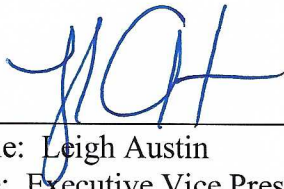
RMD INLAND INVESTORS, LLC
a Delaware limited liability company

By: 
John C. Troutman, Vice President

Assignee:

ARROYO CAP II-6, LLC,
a Delaware limited liability company

By: Arroyo Capital II, LLC,
a Delaware limited liability company,
Its sole member

By: 
Name: Leigh Austin
Title: Executive Vice President