

COPY of Document Recorded
20130273994 2/22/13
Has not been compared with original.
Original will be returned when
processing has been completed.
LOS ANGELES COUNTY REGISTRAR - RECORDER

Recording requested by and when
recorded please return to:

Transition Habitat Conservancy
Attention: Executive Director
P.O. Box 720026
Pinon Hills, CA 92372

Los Angeles County APNs: 3240-011-003, -004, 3240-012-001, -002, -003, -004, -005, -006, -007, 3240-013-002, -003, -009, -010, 3240-016-008, -009, and 3240-017-002

**DEED OF AGRICULTURAL CONSERVATION EASEMENT AND
VOLUNTARY AGREEMENT PROHIBITING SEPARATE SALE OF PARCELS**

THIS DEED OF AGRICULTURAL CONSERVATION EASEMENT AND VOLUNTARY AGREEMENT PROHIBITING SEPARATE SALE OF PARCELS ("Conservation Easement" or "Easement" or "Agricultural Conservation Easement") is granted on this 29th day of February 2013 ("Effective Date"), by Eugene M. Gabrych, as Trustee for the Gabrych Family Trust, whose address is Gabrych Family Trust, c/o Eugene Gabrych, 2006 Old Hwy 395, Fallbrook, CA 92028 ("Landowner"), to Transition Habitat Conservancy, a California nonprofit public benefit corporation, having an address at P.O. Box 720026, Pinon Hills, CA 92372 ("Grantee"), for the purpose of forever conserving the agricultural productive capacity, wildlife habitat, and open-space character of the subject property.

RECITALS

A. Landowner is the sole owner in fee simple of certain real property consisting of approximately 1614.82 acres of land, together with improvements, located within the Kings Canyon area of Los Angeles County, California, and identified as Assessor's Parcel Numbers 3240-011-003, -004, 3240-012-001, -002, -003, -004, -005, -006, -007, 3240-013-002, -003, -009, -010, 3240-016-008, -009, and 3240-017-002, and legally described in Exhibit A-1, attached to and made a part of this Conservation Easement. The existing farm fields ("Existing Farm Fields") and any improvements on the Property are more fully described and depicted on maps contained in the Baseline Report (as defined in Recital C below). Landowner seeks to establish an eight (8)-acre portion of the Property as a farm building envelope ("Farm Building Envelope"), which shall be located in the parcel identified as Assessor's Parcel Number 3240-012-005 and more particularly described in Exhibit A-2, attached to and made a part of this Easement. Landowner also seeks to establish a two (2)-acre portion of the Property as a residential building envelope ("Residential Building Envelope"), which shall be located in the parcel identified as Assessor's Parcel Number 3240-012-007 and more particularly described in Exhibit A-3, attached to and made a part of this Easement. Currently, the Property is open scrubland; however, a portion of the Property has been previously used as farmland.

B. The Property's agricultural use and productive capacity, the quality of its soils, its wildlife habitat, and open-space and scenic characteristics are collectively referred to as the "Conservation Values" of the Property. In particular, but not by way of limitation, the Property's Conservation Values include its nearly 400 acres of productive soils, hundreds of acres of grazing land, important habitat for

211

Swainson's hawk (*Buteo swainsoni*), golden eagles (*Aquila chrysaetos*), red-tailed hawks (*Buteo jamaicensis*), burrowing owls (*Athene cunicularia*) and other endangered, threatened and rare species, and visibility from Antelope Valley Poppy Preserve and other public areas.

C. The Property's Conservation Values, its other characteristics, and its current use and state of improvement are documented and described in a Baseline Documentation Report ("Baseline Report"), prepared by Grantee with the cooperation of Landowner and incorporated herein by this reference. Landowner and Grantee acknowledge that the Baseline Report is complete and accurate as of the Effective Date of this Easement. Both Landowner and Grantee shall retain duplicate originals of the Baseline Report. The Baseline Report may be used to establish whether or not a change in the use or condition of the Property has occurred, but its existence shall not preclude the use of other evidence to establish the condition of the Property as of the date of this Easement.

D. This Easement is being granted to fulfill, in part, the required farmland and habitat mitigation pursuant to the granting of Conditional Use Permits by Kern and Los Angeles Counties for the Antelope Valley Solar Project ("AVSP"). Specifically, the County of Los Angeles ("L.A. County") Condition of Approval Number 13 to Conditional Use Permit No. 201000071 requires that the AVSP permittee comply with Mitigation Measure 4.2-1 identified in the Mitigation Monitoring and Reporting Program adopted by L.A. County for the AVSP by securing conservation easements on Prime Farmland or Farmland of Statewide Importance to mitigate for the loss of farmland and Swainson's hawk habitat.

E. Landowner grants this Easement for valuable consideration to Grantee for the purpose of assuring that, under Grantee's perpetual stewardship, the agricultural productive capacity and open-space character of the Property will be conserved and maintained forever, and that uses of the Property that are inconsistent with these conservation purposes will be prevented. The parties agree, however, that the current use of, and improvements to, the Property, as identified in this Easement and the Baseline Documentation Report are consistent with the conservation purposes of this Easement.

F. The conservation purposes of this Easement are recognized by, and the grant of this Easement will serve, the following clearly delineated governmental conservation policies:

Section 815 of the California Civil Code, which defines perpetual conservation easements;

California Constitution Article XIII, section 8, California Revenue and Taxation Code, sections 421.5 and 422.5, and California Civil Code section 815.1, under which this Agricultural Conservation Easement is an enforceable restriction, requiring that the Property's tax valuation be consistent with restriction of its use for purposes of food and fiber production and conservation of natural resources;

Section 51220 of the California Government Code, which declares a public interest in the preservation of agricultural lands; and

Section 65300 et seq. and section 65400 et seq. of the California Government Code, and the San Bernardino County General Plan, as updated in March 2007, which includes as one of its policies to preserve prime and statewide important soils types, as well as areas exhibiting viable agricultural operations.

G. Grantee is a California nonprofit organization within the meaning of California Public

Resources Code section 10221 and California Civil Code section 815.3, and is a tax exempt and "qualified conservation organization," within the meaning of sections 501(c)(3) and 170(b)(1)(A)(iv) of the Internal Revenue Code.

H. Landowner owns the entire fee simple interest in the Property, including the entire mineral estate. Any and all financial liens or financial encumbrances existing as of the date of the execution of this Easement have been subordinated. Exhibit B (Prior Encumbrances) sets forth all the non-financial encumbrances affecting the Property. Landowner represents and warrants that the Property is not subject to any other conservation easement whatsoever.

GRANT OF AGRICULTURAL CONSERVATION EASEMENT

NOW, THEREFORE, for the reasons given, and in consideration of their mutual promises and covenants, terms, conditions and restrictions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landowner voluntarily grants and conveys to Grantee, and Grantee voluntarily accepts, a perpetual conservation easement, as defined by section 815.1 of the California Civil Code, and of the nature and character described in this Easement for the purpose described below, and agree as follows:

1. Purpose.

The purposes of this Conservation Easement are to preserve the Conservation Values of the Property in perpetuity by (i) enabling the Property to remain available for agricultural use; (ii) protecting the Property's soils, agricultural productive capacity, and agricultural viability, utility, character and values; and (iii) maintaining the Property's habitat, scenic and open-space values (collectively, the "Conservation Purpose"). The parties intend that this Easement shall prevent any use or development of the Property for any purpose or in any manner contrary to the intent and provisions hereof, including the Conservation Purpose.

2. Right to Use Property for Agricultural Purposes and Water Uses

Landowner retains the right to use, or to permit others to use, the Property for agricultural purposes and water uses in accordance with applicable law; provided, that any such use shall be consistent with the Conservation Purpose and other terms of this Easement and shall not impair the Conservation Values of the Property; and provided, further, that any off-Property water use shall only be of that water that is in excess of what is needed to further the Conservation Purpose of this Easement and to maintain the Conservation Values of the Property. Notwithstanding the foregoing, a "Confined Animal Feeding Operation" is prohibited anywhere on the Property. For purposes of this Easement, a Confined Animal Feeding Operations is defined as any commercial dairy, stockyard, feedlot, or animal livestock operation, where a large number of livestock, swine, or poultry are corralled, penned, tethered, or otherwise confined for more than forty-five (45) days in an area that does not produce vegetation during the growing season.

Prior to initiating any agricultural or water use of the Property that is not documented in the Baseline Report as an existing activity, Landowner shall prepare a written management plan in consultation with relevant resource professional(s) ("Management Plan"), which Management Plan shall be provided to Grantee for review and approval according to the terms of Sections 4 and 23 below. The Management Plan shall describe the acceptable agricultural practices and/or water uses, soil conservation measures, strategies for protecting biotic and cultural resources, timing and duration of land-use activities, plans for

storage and usage of agrichemicals, and other pertinent information. Grazing and other intensive agricultural uses will be conducted only within particular zones identified for such use in the Management Plan.

3. *Prohibited Uses.*

Landowner shall not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the Conservation Purpose and other terms and conditions of this Easement. Any activity on, use of, or development of the Property that (i) is prohibited by the Easement, (ii) materially impairs or has a substantial adverse effect on the Conservation Values of the Property, or (iii) conflicts or interferes with the Conservation Purpose is prohibited.

This Easement authorizes Grantee to enforce these covenants in the manner described herein. However, unless otherwise specified, nothing in this Easement shall require Landowner to take any action to restore the condition of the Property after any natural occurrence beyond Landowner's control, including but not limited to fire, flood, storm and/or earth movement. Landowner understands that nothing in this Easement relieves it of any obligation or restriction on the use of the Property imposed by law.

4. *Grantee's Written Approval – Procedures and Standards for Approval.*

(a) *Written Notice of Certain Actions.* In order to afford Grantee an opportunity to monitor activities that could adversely affect the Conservation Values of the Property and, further, to ensure that activities are designed and carried out in a manner that is consistent with this Easement, Landowner shall give written notice ("Written Notice") to Grantee in accordance with this section at least thirty (30) days prior to taking any action requiring Written Notice or Written Approval (as defined below) under this Easement or prior to undertaking any action which may not be consistent with the Conservation Purpose or other terms and conditions of this Easement or which may adversely affect the Conservation Values. The Written Notice shall describe the nature, scope, design, location, timetable, and any other material aspects of the proposed activity in sufficient detail to establish that the proposed use or activity will not significantly impair or diminish the Conservation Values and to permit Grantee to make an informed judgment as to its consistency of the proposed activity with the terms of this Easement. Written Notice shall be given in accordance with the procedures in Section 23.

(b) *Procedure for Review of Proposed Actions.*

(1) Grantee shall review the Written Notice and the information submitted with it and shall, within fifteen (15) days after delivery of the Written Notice, notify Landowner that the Written Notice was received and whether the information submitted by Landowner was reasonably sufficient to permit Grantee to make an informed judgment as to the proposed use or activity's consistency with the terms of this Conservation Easement. If the information submitted was insufficient, then Grantee shall require that Landowner supply the additional information reasonably necessary to make such a judgment.

(2) Grantee shall have forty-five (45) days from the date Grantee notifies Landowner that it has submitted all the information reasonably required by Grantee to review the proposed activity and to give notice to Landowner of its decision, i.e. "Written Approval" if approved. If in Grantee's reasonable good-faith judgment the proposed use or activity should not be permitted in the

form set forth in Landowner's Written Notice, but the proposed use or activity would be permitted if modified, then Grantee's response shall notify Landowner of suggested modification(s) and condition(s) that would permit the use or activity. Grantee shall be deemed to have disapproved the proposed activity or use if Grantee fails to give notice to Landowner of Grantee's decision within said forty-five (45) day period. For purposes of this Easement, unless Grantee's approval is expressly indicated herein to be in its sole and absolute discretion, Grantee's approval may not be unreasonably withheld.

(c) *No Activity Pending Resolution.* Pending the Written Notice and Grantee's forty-five (45) day review period, the proposed use or activity may not be conducted. If Landowner disagrees with Grantee's decision, the parties may, by mutual agreement, mediate the disagreement. Pending resolution of the disagreement, Landowner agrees that the use or activity shall not be conducted.

(d) *Grantee's Discretion in Making Determination.* Grantee's determination shall be based upon the likely effect of the proposed activities and uses upon the Conservation Values protected by this Easement and shall be in its discretion; however, such discretion will be based on a reasonable good-faith review of the materials submitted by Landowner. No decision by Grantee shall establish precedent for or commitment to the outcome of future decisions. Each such request shall be considered and determined on its own and without following or establishing precedent.

5. *Construction or Placement of Buildings and Other Structures.*

Landowner may undertake construction, erection, installation or placement of buildings, structures, or other improvements on the Property (i) as provided in subsections (a) through (e) below or (ii) otherwise in the Farm Building Envelope and Residential Building Envelope with Grantee's Written Approval. All other construction, erection, installation or placement of buildings, structures, or other improvements on the Property is prohibited unless approved by Grantee in Grantee's sole and absolute discretion. Before undertaking any construction, erection, installation or placement that expressly requires Grantee's Written Approval, Landowner shall notify Grantee and obtain Written Approval from Grantee of the proposed activity in accordance with the terms of Section 4 above. Except as otherwise expressly provided herein to the contrary, wherever herein Landowner is permitted to construct, erect, install or place any building, structure, or other improvement on the Property without Grantee's Written Approval, Landowner shall provide to Grantee Written Notice of such construction, erection, installation or placement at least five (5) days prior to commencing such activity.

For purposes of this Section, "improvements" shall not refer to trees, vines, or other living improvements planted for agricultural purposes, nor shall it refer to water wells, water tanks, and irrigation improvements necessary or desirable to irrigate the Property for agricultural purposes, all of which may be made without the Written Approval of Grantee.

The exact locations of the Farm Building Envelope and Residential Building Envelope proposed by Landowner shall require Grantee's Written Approval based upon Grantee's reasonable determination that such approval will not impair the Conservation Values of the Property. The location of the Farm Building Envelope and Residential Building Envelope may be changed prior to any construction thereon, including the clearing of any trees or other vegetation or the grading or other alteration of the surface of the land, with Grantee's Written Approval, provided that any substituted site shall be consistent with the Conservation Purpose and shall be located so as to minimize impacts to the Conservation Values. Upon Grantee's approval of the location of the Farm Building Envelope or Residential Building Envelope and no less than thirty (30) days prior to any construction thereon, including the clearing of any trees or

other vegetation or the grading or other alteration of the surface of the land, Landowner shall submit to Grantee a copy of a survey of the approved location. In the event the Landowner and Grantee cannot reach agreement as to the location of the Farm Building Envelope and/or Residential Building Envelope, then the parties will attempt to resolve the dispute according to the mediation process described in Section 31 below.

(a) Fences – Existing fences may be repaired and replaced and new fences may be built anywhere on the Property for purposes of reasonable and customary agricultural management, and for security of the Property, around wells, farm produce, livestock, equipment, and improvements on the Property, without Written Approval of Grantee; provided, that, whenever feasible, any fence built to provide security for the Property shall be of a type and design that allows passage of wildlife so as not to unreasonably interfere with movement, nesting, or forage of wildlife at the site. No advance Written Notice to Grantee is required when there is an urgent need to build or install such fencing to respond to or prevent damage to farm produce, livestock, equipment, and improvements on the Property; provided, that Landowner shall provide Written Notice to Grantee as soon as reasonably feasible after building or installing such fencing.

(b) Agricultural Structures & Improvements – Existing agricultural structures and improvements described in the Baseline Report and structures and improvements subsequently constructed pursuant to the terms hereof may be repaired and replaced at their existing locations for agricultural purposes without Written Approval from Grantee. Enlargement or relocation of existing improvements shall require Written Notice to Grantee pursuant to Section 4 above; provided that the new location of any relocated improvement shall be within the Farm Building Envelope. New buildings, structures, or improvements to be used solely for agricultural and water purposes on the Property, including, without limitation, barns, equipment sheds, water tanks, but not including any residential dwelling or farm-labor housing, may be built within the Farm Building Envelope upon Written Notice to Grantee; provided, that such new buildings, structures, or improvements shall be consistent with the Conservation Purpose and shall not materially impair the Conservation Values.

(c) Residential Structures & Improvements – Landowner may place, construct, enlarge, repair, maintain, and remove up to two (2) single-family residential dwellings, with appurtenant structures and improvements reasonably necessary to serve such residential dwellings, including, without limitation, a driveway, garage, storage shed, septic system and leaching field, swimming pool, pool house, tennis court, and other family-scale athletic facilities, and farm-labor housing reasonably necessary for the permitted agricultural use of the Property within the Residential Building Envelope upon Written Notice to Grantee; provided, that such residential dwellings and appurtenant structures and improvements shall be consistent with the Conservation Purpose and shall not materially impair the Conservation Values.

(d) On-Site Utilities – Installation or placement of new utilities and related infrastructure, including but not limited to power or water lines, wells and wellhead structures, is permitted on the Property for permitted uses on the Property, provided that the total surface area impacted by such utilities and related infrastructure does not exceed seven and one-half (7.5) acres and that such utilities and related infrastructure shall be located in a manner that minimizes impact to the Conservation Values, particularly the Property's wildlife habitat and prime, unique, and important soils.

(e) Road Construction – Existing unpaved roads described in the Baseline Report and roads subsequently constructed pursuant to the terms hereof may be maintained and reconstructed in their

existing location without Grantee's Approval. However, the relocation of existing roads and the construction of new roads reasonably required for permitted uses, such as, without limitation, the repair and maintenance of fences; utility and water lines, water wells, and water tanks; access to permitted buildings and structures; and agricultural operations, are permitted with Grantee's Written Approval if the total land disturbance of such road construction exceeds nineteen (19) acres over the entire Property; otherwise, Grantee's Written Approval is only required as to the location of such new or relocated road, as applicable, with both parties working in good faith to determine the such road location. If the parties cannot reach agreement on the location of any such road, then the parties will attempt to resolve the dispute according to the mediation process described in Section 31 below. Notwithstanding the foregoing, any relocated or new road shall not materially impair the Conservation Values, and all roads shall be constructed and maintained so as to minimize erosion and sedimentation and ensure proper drainage, utilizing Best Management Practices as recommended by the U.S. Natural Resource Conservation Service or similar or successor entity, but this section shall not be construed to require that existing roads be reconstructed to meet these standards.

Except for the roadway leading to the Farm Building Envelope and the Residential Building Envelope and within the Farm Building Envelope and the Residential Building Envelope, no portion of the Property presently unpaved shall be paved or otherwise covered with concrete, asphalt, or any other paving material, nor shall any new road be constructed, paved, or relocated on the Property without the Written Approval of Grantee. This paragraph shall not preclude any road paving on the Property that is required by a government authority.

6. *Subdivision.*

The division, subdivision, *de facto* subdivision or partition of the Property, including transfer of development rights, whether by physical, legal, or any other process, is prohibited.

Landowner agrees the Property has sixteen (16) existing legal parcel(s), and that no additional, separate legal parcels currently exist within the Property that may be recognized by a certificate of compliance pursuant to California Government Code section 66499.35 based on previous patent or deed conveyances, subdivisions, or surveys or otherwise. Except for one parcel for the Farm Building Envelope, one parcel for the Residential Building Envelope, and up to three (3) parcels for water wells, Landowner will not apply for or otherwise seek recognition of additional legal parcels within the Property based on certificates of compliance or any other authority. If one or more of the governmental entities approving the recognition of the permitted additional legal parcels described above require the Farm Building Envelope or Residential Building Envelope to be larger than the respective acreage amounts stated in Recital A above in order to be considered a "legal" parcel, then such larger parcel may be created; provided, however, that the developed portion of such legal parcel shall be constrained to a contiguous portion of the larger parcel of a size no greater than the acreage limitation stated above and shall be subject to Grantee's Written Approval pursuant to Sections 4 and 5 above. Landowner shall continue to maintain the parcels comprising the Property, and all interests therein, under common ownership, as though a single legal parcel.

Lot-line adjustment may be permitted solely with the Written Approval of Grantee pursuant to Section 4 and only for purposes of maintaining, enhancing or expanding agricultural practices or productivity on the Property. Landowner shall take no other steps towards lot-line adjustment unless and until Grantee approves the request.

7. Development Rights.

Except as specifically reserved in this Easement, Landowner hereby grants to Grantee all development rights that are now or shall hereafter be allocated to, implied, reserved, appurtenant to, or inherent in the Property, and the parties agree that such rights are released, terminated, and extinguished, and may not be used on or transferred to any portion of the Property as such areas are now or later may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property. This Easement shall not create any development rights.

8. Mining.

The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel or any other mineral substance, using any method that disturbs the surface of the land, is prohibited.

9. Trash.

The dumping or accumulation of any kind of trash, refuse, vehicle bodies or parts, derelict equipment or hazardous waste on the Property is prohibited, except for (i) human waste in a properly designed and authorized waste system, (ii) domestically produced waste that is temporarily stored in a customary container and removed at regular intervals, and (iii) non-hazardous farm-related materials, byproducts, and compost produced on the Property. However, this shall not prevent the storage of agricultural products on the Property, so long as it is done in accordance with all applicable government laws and regulations.

10. Commercial Signs.

Commercial signs (including billboards) unrelated to permitted activities conducted on the Property are prohibited. Any sign placed on the Property shall not be more than six (6) square feet in size and shall be non-illuminated, unless otherwise required by applicable governmental regulatory requirements, and shall be subject to applicable governmental regulatory requirements.

11. Recreational Uses.

Resort structures, golf courses, swimming pools, airstrips, commercial equestrian facilities, helicopter pads, and any other non-agricultural structure or facility is prohibited on the Property. The use of motorized vehicles off roadways is prohibited, except where used for agricultural production, Property maintenance, and/or monitoring this Easement.

12. Water Rights.

Landowner shall retain and reserve all ground water, and all appropriative, prescriptive, contractual or other water rights appurtenant to the Property that Landowner owns on or under the Property as of the Effective Date of this Easement. Landowner shall not transfer, encumber, lease, sell, or otherwise separate such water rights from title to the Property itself. Subject to the requirements and limitations of Section 2 above, temporary exportation of water from the Property is permitted without Grantee's Written Approval, so long as such exportation is performed pursuant to a Grantee-approved Management Plan; otherwise, any such water exportation shall require Grantee's Written Approval.

13. *Rights Retained by Landowner.*

Subject to Section 7 and to interpretation under Section 21, as owner of the Property, Landowner reserves all interests in the Property not transferred, conveyed, restricted or prohibited by this Easement. These ownership rights include, but are not limited to, the right to sell, lease, or otherwise transfer the Property to anyone Landowner chooses, as well as the right to privacy and the right to exclude any member of the public from trespassing on the Property and any other rights consistent with the Conservation Purpose of this Easement. Nothing contained herein shall be construed as a grant to the general public of any right to enter upon any part of the Property. Nothing in this Easement relieves Landowner of any obligation or restriction on the use of the Property imposed by applicable law, including, but not limited to, any local ordinance regulating development on or any other use of the Property.

14. *Responsibilities of Landowner and Grantee Not Affected.*

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligation of Landowner as owner of the Property. Among other things, this shall apply to:

(a) Taxes – Landowner shall be solely responsible for payment of all taxes and assessments levied against the Property. If Grantee ever pays any taxes or assessments on the Property, or if Grantee pays levies on Landowner's interest in order to protect Grantee's interests in the Property, Landowner shall reimburse Grantee for the same.

(b) Upkeep and Maintenance – Other than expenses solely related to the monitoring and managing of this Agricultural Conservation Easement by Grantee (which are Grantee's sole responsibility), Landowner shall be solely responsible for the upkeep and maintenance of the Property, to the extent it may be required by law, and Grantee shall have no obligation for the upkeep or maintenance of the Property. If Grantee acts to maintain the Property in order to protect Grantee's interest in the Property, Landowner shall reimburse Grantee for any such reasonable costs.

(c) Liability and Indemnification – In view of the nature of Grantee's defined rights regarding the Property, limited access to the land, and lack of active involvement in the day-to-day management activities on the Property, Landowner shall indemnify, protect, defend and holds harmless Grantee, its officers, directors, members, employees, contractors, legal representatives, agents, successors and assigns (collectively, "Agents and Assigns") from and against all liabilities, costs, losses, orders, liens, penalties, claims, demands, damages, expenses, or causes of action or cases, including without limitation reasonable attorneys' fees, arising out of or in any way connected with or relating to the Property and/or the Easement that are not solely a result of the conduct of Grantee and/or its Agents and Assigns. Landowner shall be solely liable for injury or the death of any person, or physical damage to any property, or any other costs or liabilities resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the conduct of Grantee and/or its Agents and Assigns. Grantee shall be named as an additional insured on Landowner's general liability insurance policy.

Neither Grantee nor its Agents and Assigns shall have any responsibility for the operation of the Property, monitoring of hazardous conditions on it, or the protection of Landowner, the public or any

third parties from risks relating to conditions on the Property. Without limiting the foregoing, neither Grantee nor its Agents and Assigns shall be liable to Landowner or other person or entity in connection with consents given or withheld, or in connection with any entry upon the Property occurring pursuant to this Easement, or on account of any claim, liability, damage or expense suffered or incurred by or threatened against Landowner or any other person or entity, except as the claim, liability, damage, or expense is solely the result of conduct of Grantee and/or its Agents and Assigns.

15. Inspection/Monitoring Reports

Grantee shall manage its responsibilities for this Conservation Easement, including, but not limited to, annual monitoring, such additional monitoring as circumstances may require, record keeping, and enforcement, for the purposes of preserving the Conservation Values and the Conservation Purpose in perpetuity. With forty-eight (48) hours' advance notice, except in the event of an emergency or suspected emergency in which case reasonable verbal notice shall be given or attempted to be given, Grantee has the right to enter upon, inspect, observe and evaluate the Property to identify the current condition of, and uses and practices on the Property to determine whether they are consistent with this Easement.

Grantee shall indemnify, defend, and hold Landowner harmless from, all expense, loss, liability, damages and claims, including Landowner's reasonable attorneys' fees, if necessary, arising out of Grantee's entry on the Property, unless caused by a violation of this Easement by Landowner or by Landowner's negligence or willful misconduct.

16. Enforcement.

Grantee may take all actions that it deems necessary to ensure compliance with the terms, conditions, covenants and purposes of this Easement. Grantee shall have the right to prevent and correct violations of the terms, conditions, covenants and purposes of this Easement. If Grantee finds what it believes is a violation, it may at its discretion take appropriate legal action to ensure compliance with the terms, conditions, covenants and purposes of this Easement and shall have the right to correct violations and prevent the threat of violations. Except when an ongoing or imminent violation could irreversibly diminish or impair the agricultural productive capacity and open-space character of the Property, Grantee shall give Landowner written notice of the violation and thirty (30) days to correct it, before filing any legal action.

If a court with jurisdiction determines that a violation may exist or has occurred, or is about to occur, Grantee may obtain an injunction, specific performance, or any other appropriate equitable or legal remedy, including (i) money damages, including damage for the loss of agricultural conservation values protected by this Easement, (ii) restoration of the Property to its condition existing prior to such violation, and (iii) an award of all of Grantee's expenses incurred in stopping and correcting the violation, including but not limited to reasonable attorneys' fees.

Grantee's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Landowner and Grantee expressly agree that the Property, by virtue of its Conservation Values, is unique and that a violation of this Conservation Easement, and the ensuing harm or alteration of the Property, may result in damages that are irremediable and not subject to quantification. Landowner agrees that Grantee's remedies at law for a violation of the terms of this Conservation Easement may be inadequate and that Grantee may seek the injunctive relief described in

this Section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement. Grantee's remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereinafter existing at law or in equity. Equitable relief may include restoration of the Property to the condition that existed prior to the injury.

The failure of Grantee to discover a violation or to take immediate legal action to prevent or correct a violation or potential violation known to Grantee, shall not bar Grantee from taking subsequent legal action. Grantee's remedies under this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

Without limiting Landowner's liability therefor, Grantee shall apply damages recovered to the cost of undertaking any corrective action on the Property. Should the restoration of lost values be impossible or impractical for whatever reason, Grantee shall apply any and all damages recovered to furthering its mission, with primary emphasis on agricultural conservation easement acquisition and enforcement.

Failure or refusal to exercise any rights under the terms of this Easement by Grantee in the event of a breach by Landowner of any term herein shall not constitute a waiver or forfeiture of Grantee's right to enforce any term, condition, covenant or purpose of this Easement.

17. Third-Party Beneficiary for Purposes of Enforcement.

Landowner and Grantee acknowledge that L.A. County is an intended third-party beneficiary of this Easement solely for the purpose of enforcing the obligations of Landowner as set forth herein. It is intended and agreed that all rights and remedies conveyed to Grantee shall extend to and be enforceable by L.A. County in its own right and for the purposes of protecting the interests of the public in whose favor and for whose benefit this Easement has been conveyed. Notwithstanding the provisions of California Civil Code section 815.7, the parties agree that L.A. County has standing as an interested party in any proceeding to enforce this Easement. Nothing herein, however, shall be interpreted or construed to impose any responsibilities, liabilities, or obligations on L.A. County under this Easement, as L.A. County's interest hereunder is specifically limited to the right to enforce the terms of this Easement.

18. Transfer of Easement; Assignment to Qualified Organization.

This Easement may only be assigned or transferred to a private nonprofit organization that, at the time of transfer, is a "qualified organization" under section 170(h) of the U.S. Internal Revenue Code and under section 815.3(a) of the California Civil Code and has similar purposes to preserve agricultural lands and open space. If no such private nonprofit organization exists or is willing to assume the responsibilities imposed by this Easement, then this Easement may be transferred to any public agency authorized to hold interests in real property as provided in section 815.3(b) of the California Civil Code. If Grantee or its successors ever ceases to exist or no longer qualifies under section 170(h) of the U.S. Internal Revenue Code, or applicable state law, the California Department of Conservation, in consultation with Landowner, shall identify and select an appropriate private or public entity to which this Easement shall be transferred. Such an assignment or transfer may proceed only if the organization or agency expressly agrees to assume the responsibility imposed on Grantee by the terms of this Easement and is expressly willing and able to hold this Easement for the purpose for which it was created. All transfers shall be duly recorded.

19. *Transfer of Property Interest; Transfer Fee.*

(a) Any time the Property itself, or any interest in it, is transferred by Landowner to any third party, Landowner shall notify Grantee in writing at least thirty (30) days prior to the transfer of the Property or interest, and the document of conveyance shall expressly incorporate by reference this Easement. Any document conveying a lease of the Property shall expressly incorporate by reference this Easement. Failure of Landowner to do so shall not impair the validity of this Easement or limit its enforceability in any way.

(b) *Transfer Fee to Grantee.* Landowner and Grantee recognize and agree that any sale or other conveyance of the entire Property and any division of ownership will result in an additional burden on the monitoring and enforcement responsibilities of Grantee. Therefore, each transfer of all or of any part of the Property (along and/or as part of the Property or any portion thereof) except for (i) transfers solely to change the method of holding title in which Landowner maintains a majority of the beneficial interest, and (ii) any "Permitted Transfer" (as defined below), shall require Landowner's payment of a transfer fee ("Transfer Fee") equal to the greater of three-fourths of one percent (0.75%) of the "fair market value" of the Property, as hereinafter defined, or Two Thousand Five Hundred Dollars (\$2,500.00); provided, however, that the Transfer Fee shall not exceed twelve thousand dollars (\$12,000.00). Said twelve thousand dollar (\$12,000.00) amount will be adjusted every January 1st using a Consumer Price Index ("CPI") for the Los Angeles area with January 1, 2014, being the starting base date for the adjustments. However, any CPI increase will be limited to no more than fifteen (15) percent over the previous five-year period. For purposes of this Easement, fair market value shall be equal to the greater of (i) the purchase price of the Property upon the transfer or (ii) the value of the Property as determined by the Los Angeles County Assessor upon reassessment of the Property following the transfer and adjusted upward as future additional assessments and reassessments take place. A "transfer" shall be deemed to occur when there is a transfer of ownership for purposes of payment of a documentary transfer tax. Grantee may reduce or waive this fee at its sole discretion. For purposes of this Easement, "Permitted Transfer" shall mean any of the following: (i) a transfer of the Property by Landowner to Landowner's heirs or to members of Landowner's family; (ii) any transfer of any portion of the Property made as a result of condemnation or eminent domain proceedings, including any negotiated transfer made to an entity with condemning authority in response to actual or threatened condemnation proceedings by that entity; (iii) any transfer for estate planning purposes or to an entity in which Landowner holds a greater-than-majority ownership interest; or (iv) a charitable donation.

20. *Amendment of Easement.*

This Easement may be amended only with the written consent of Landowner and Grantee. Any such amendment shall be consistent with the Conservation Purpose of this Easement (including the purpose to provide mitigation as set forth in Recital C above) and with Grantee's easement amendment policies, and shall comply with all applicable laws, including section 170(h) of the Internal Revenue Code, or any regulations promulgated in accordance with that section, and with section 815 et seq. of the California Civil Code, and the California Conservation Act as codified in Section 51200 et seq., of the California Government Code, and any regulations promulgated thereunder. No amendment shall diminish or affect the perpetual duration or the Conservation Purpose of this Easement nor the status or rights of Grantee under the terms of this Easement. Any amendment shall be recorded in the official records of San Bernardino County.

21. *Interpretation.*

(a) This Easement shall be interpreted under the laws of the State of California, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its Conservation Purpose.

(b) References to authorities in this Easement shall be to the statute, rule, regulation, ordinance or other legal provision that is in effect at the Effective Date of this Easement.

(c) No provision of this Easement shall constitute governmental approval of any improvements, construction or other activities that may be permitted under this Easement.

22. *Perpetual Duration.*

Pursuant to California Civil Code section 815.1, this Easement shall run with the land in perpetuity. Every provision of this Easement that applies to Landowner or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

No merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to Grantee, or its successors or assigns. It is the express intent of the parties that this Easement not be extinguished by, or merged into, or modified, or otherwise deemed affected by any other interest or estate in the Property now or hereafter held by Grantee or its successors or assigns.

23. *Notices.*

Any notices to Landowner and Grantee required by this Easement shall be in writing and shall be personally delivered, sent by first class mail or sent by established overnight delivery service (e.g. FedEx, UPS) to the following addresses, unless a party has been notified by the other of a change of address:

To Landowner:

Eugene Gabrych
The Gabrych Family Trust
2006 Old Hwy 395
Fallbrook, CA 92028

To Grantee:

Transition Habitat Conservancy
P.O. Box 720026
Pinon Hills, CA 92372
Attn: President

To L.A. County:

County of Los Angeles

Department of Regional Planning
320 West Temple Street, 13th Floor
Los Angeles, CA 90012
Attn: Zoning Enforcement

24. *Landowner's Environmental Warranty.*

(a) Nothing in this Easement shall be construed as giving rise to any right or ability in Grantee to exercise physical or management control over the day-to-day operations of the Property, or any of Landowner's activities on the Property, or otherwise to become an "owner" or "operator" or "responsible person" with respect to the Property as those words are defined and used in Environmental Laws (as defined below), including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended or any corresponding state and local statute or ordinance.

(b) With the exception of chemicals used in farming operations (i.e, fertilizers, pesticides, herbicides, etc.) on the Property, Landowner warrants that it has no actual knowledge of a release or threatened release of any Hazardous Materials (as defined below) on, at, beneath or from the Property. Moreover Landowner hereby promises to defend and indemnify Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with any release of any Hazardous Materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws as long as such violations or releases are not caused by Grantee and/or its Agents and Assigns. Landowner's indemnification obligation shall not be affected by any authorizations provided by Grantee to Landowner with respect to the Property or any restoration activities carried out by Grantee at the Property; provided, however, that Grantee shall be responsible for any Hazardous Materials contributed after the Effective Date to the Property by Grantee. However, Grantee acknowledges and accepts the current and future presence and use of fertilizers, herbicides and pesticides on the Property that are needed for crop production and they will not be considered Hazardous Materials as defined in this Easement; provided that Landowner shall use, store and dispose of such fertilizers, herbicides and pesticides in accordance with applicable law; and provided, further, that Landowner hereby promises to defend and indemnify Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with any release of any fertilizer, herbicide and pesticide on the Property.

(c) Landowner warrants that it shall remain in compliance with all applicable Environmental Laws. Landowner warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with, or any liability under any Environmental Law relating to the operations or conditions of the Property.

(d) "Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, Hazardous Materials, worker and community right-to-known, hazard communication, noise radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

(e) "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment or any other material defined and regulated by Environmental Laws.

(f) If at any time after the Effective Date of this Easement there occurs a release, discharge or other incident in, within or on the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Landowner agrees to take any steps that are required of Landowner with respect thereto under federal, state, or local law necessary to ensure its containment and remediation, including any cleanup.

25. Landowner's Title Warranty; No Prior Conservation Easements.

Landowner represents and warrants that it owns the entire fee simple interest in the Property, including the entire mineral estate, and hereby promises to defend this Easement against all claims that may be made against the Easement. Any and all financial liens or financial encumbrances existing as of the date of the execution of this Easement have been subordinated. Exhibit B (Prior Encumbrances) sets forth all the non-financial encumbrances affecting the Property. Grantor represents and warrants that the Property is not subject to any other conservation easement whatsoever.

26. Granting Subsequent Easements Interest in Land, or Use Restrictions.

The grant of any easements, other interests in land, or use restrictions that might diminish or impair the agricultural productive capacity or open-space character of the Property is prohibited except as otherwise expressly provided in this Easement or with the advance approval of Grantee. Landowner may, with the advance approval of Grantee, grant subsequent conservation easements or use restrictions on the Property provided that such easements or use restrictions do not materially impair or interfere with the Conservation Purpose. Grantee's Written Approval shall be obtained at least thirty (30) days in advance of Landowner's execution of any subsequent easement, interest in land, or use restriction on the Property, and such subsequent easements, interests in the land, and use restrictions shall make reference to and be subordinate to this Easement. Except what is permitted under the terms and conditions of this Easement, any subsequent new easement, interest in land, or use restriction that is made without Grantee's Written Approval pursuant to the terms of this Easement shall be null and void and of no effect.

27. Extinguishment / Termination.

This Easement may only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. No inaction or silence by Grantee shall be construed as abandonment of the Easement. The fact that the land is not in agricultural use is not reason for termination of this Easement. Other than pursuant to eminent domain or purchase in lieu of eminent domain, no other voluntary or involuntary sale, exchange, conversion, or conveyance of any kind of all or part of the Property or of any interest in it, shall limit or terminate the provisions of this Easement.

Should this Easement be condemned or otherwise terminated on any portion of the Property, the balance of the Property shall remain subject to this Easement. In this event, all relevant related documents shall be updated and re-recorded by Grantee to reflect the modified Property. Landowner shall notify Grantee at least sixty (60) days prior to initiating any proceeding to terminate this Easement. If the Easement is terminated on the Property, or any portion thereof, the amount of compensation to which Grantee is entitled from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment shall be determined in accordance with Section 29 below.

28. *Eminent Domain.*

Termination of the Easement through condemnation is subject to the eminent domain laws of the State of California, federal law, and this Easement. The Property may not be taken by eminent domain or purchase in lieu of eminent domain if the planned use is more than seven years in the future (California Code of Civil Procedure section 1240.220). Grantee shall be paid by the condemnor the value of the Conservation Easement at the time of condemnation. Purchase in lieu of condemnation to an entity with condemning authority in response to actual or threatened condemnation proceedings by that entity, or settlement of an eminent domain proceeding, shall occur pursuant to applicable laws and procedures, including but not limited to California Government Code sections 7267.1 and 7267.2, and shall require Written Approval of Grantee for the portion of the settlement involving compensation for the value of the Easement that was condemned or threatened to be condemned. Grantee shall have an opportunity to accompany the appraiser for the condemning agency when the appraiser goes on the Property with Landowner. Should this Easement be extinguished, condemned or otherwise terminated on any portion of the Property, the balance of the Property shall remain subject to this Easement, unless the balance of the Property is too small or is otherwise unable to reasonably preserve the Conservation Values and Grantee receives just compensation for termination of the Easement on the entire Property. If the balance of the Property does remain subject to this Easement, this Easement shall be amended by the parties to reflect the modified Property on the balance of the Property and encumbrances junior to this Easement shall remain subordinate to the Easement as amended. If the balance of the Property does not remain subject to the Easement, then Grantee shall use the funds from the termination of this Easement to preserve replacement mitigation property in a manner consistent with the Conservation Purpose of this Easement.

29. *Proceeds From Sale or Other Disposition If and When Easement is Terminated.*

The grant of this Easement gives rise to a property right, immediately vested in Grantee. For purposes of allocating proceeds from a sale or other disposition of the Property at the time of Easement termination, Grantee's property right shall have a value equal to the greater of the following:

(a) the difference between the fair market value of the Property unencumbered by the Easement and the fair market value of the Property encumbered by the Easement, each as determined on or about the date of the termination; or

(b) the fair market value of the Property unencumbered by this Easement (minus any increase in value attributable to improvements made by Landowner after the date of this Easement) multiplied by the ratio of the value of the Easement to the value of the Property unencumbered by this Easement, as of the Effective Date of this Easement.

The values shall be determined by an appraisal performed by an appraiser jointly selected by Landowner and Grantee. The appraisal shall conform to the Uniform Standards of Professional Appraisal Practices or the Uniform Appraisal Standards for Federal Land Acquisitions. If the termination was sought by Landowner, the cost of the joint appraisal shall be paid by Landowner; otherwise, the cost of the joint appraisal shall be shared by Landowner and Grantee. Nothing herein shall prevent Landowner or Grantee from having an appraisal prepared at any party's individual expense. The value payable to Grantee shall be paid at the time of termination; no final court order or other instrument terminating the Easement shall be recorded or will be effective unless Grantee is first paid the value as provided above.

30. Severability

If any term, provision, covenant, condition or restriction of this Easement is held by a court of competent jurisdiction to be unlawful, invalid, void, unenforceable, or not effective the remainder of the agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

31. Dispute Resolution.

In the event there is a disagreement about any aspect of this Agreement that the parties cannot resolve between themselves, each party shall notify the other side of the impasse and suggest the name of a mediator or mediators. If the other side does not accept the suggested mediator(s), the disapproving party shall have ten (10) days to make a counter suggestion. In the event the parties cannot agree on a mediator, each party shall select one mediator, who, together, shall select a mediator to conduct the mediation. In the event the dispute is not resolved by mediation, the parties may then proceed with such other means of dispute resolution as they so choose. The cost of the mediator shall be shared by the parties; the parties shall bear their own costs of mediation, including attorneys' fees, individually.

32. Entire Agreement.

This Easement is the final and complete expression of the agreement between the parties with respect to this subject matter. Any and all prior or contemporaneous agreements with respect to this subject matter, written or oral, are merged into and superceded by this written instrument.

33. Counterparts.

Landowner and Grantee may execute this instrument in two or more counterparts; each counterpart shall be deemed an original instrument. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

34. Acceptance.

As attested by the signature of its President affixed hereto, in exchange for consideration, Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Deed of Agricultural Conservation Easement.

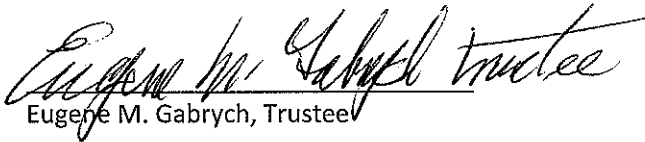
[Signatures follow on next page.]

To Have and To Hold, this Deed of Agricultural Conservation Easement unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Landowner and Grantee intending to legally bind themselves, have set their hands on the date first written above.

LANDOWNER

GABRYCH FAMILY TRUST


Eugene M. Gabrych, Trustee

GRANTEE

TRANSITION HABITAT CONSERVANCY,
a California nonprofit public benefit corporation

By: _____

Name: _____

Title: President

To Have and To Hold, this Deed of Agricultural Conservation Easement unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Landowner and Grantee intending to legally bind themselves, have set their hands on the date first written above.

LANDOWNER

GABRYCH FAMILY TRUST

Eugene M. Gabrych, Trustee

GRANTEE

TRANSITION HABITAT CONSERVANCY,
a California nonprofit public benefit corporation

By: _____

Name: _____

Title: President

ACKNOWLEDGEMENTS

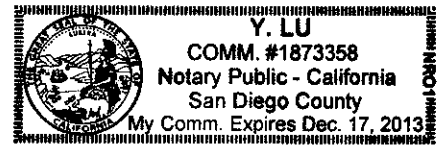
STATE OF CALIFORNIA } ss
COUNTY OF San Diego }

On 2/12, 2013, before me, Y. Lu, Notary Public, personally appeared Eugene M. Gabrych, 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.

Y. Lu (Seal)
Notary Public



STATE OF CALIFORNIA } ss
COUNTY OF }

On _____, 201____, 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.

Notary Public (Seal)

ACKNOWLEDGEMENTS

STATE OF CALIFORNIA } ss
COUNTY OF }

On _____, 201____, 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.

Notary Public (Seal)

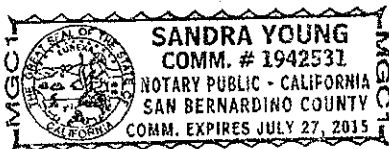
STATE OF CALIFORNIA } ss
COUNTY OF San Bernardino

On Feb. 12, 2013, before me, Sandra Young, Notary Public, personally appeared Wang Jid Buys, 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.

Sandra Young
Notary Public (Seal)



Exhibits

- Exhibit A-1 (Legal Description of Property) – Attached
- Exhibit A-2 (Legal Description of Farm Building Envelope Parcel) – Attached
- Exhibit A-3 (Legal Description of Residential Building Envelope Parcel) – Attached
- Exhibit B (Prior Encumbrances)

EXHIBIT A-1
Legal Description of the Property

Real property in the Unincorporated Area, County of Los Angeles, State of California, described as follows:

PARCEL 1:

Lot 1 in Block 10 of the Almedro Colony Tract, in the County of Los Angeles, State of California, as per Map recorded in Book 53, Page(s) 47 and 48 of Miscellaneous Records, in the office of the County Recorder of said County.

PARCEL 2:

Lot 2 in Block 10 of the Almedro Colony Tract, in the County of Los Angeles, State of California, as per Map recorded in Book 53, Page(s) 47 and 48 of Miscellaneous Records, in the office of the County Recorder of said County.

PARCEL 3:

Lot 3 in Block 10 of the Almedro Colony Tract, in the County of Los Angeles, State of California, as per Map recorded in Book 53, Page(s) 47 and 48 of Miscellaneous Records, in the office of the County Recorder of said County.

PARCEL 4:

Lot 4 in Block 10 of the Almedro Colony Tract, in the County of Los Angeles, State of California, as per Map recorded in Book 53, Page(s) 47 and 48 of Miscellaneous Records, in the office of the County Recorder of said County.

PARCEL 5:

Lot 1 in Block 11 of the Almedro Colony Tract, in the County of Los Angeles, State of California, as per Map recorded in Book 53, Page(s) 47 and 48 of Miscellaneous Records, in the office of the County Recorder of said County.

PARCEL 6:

Lot 2 in Block 11 of the Almedro Colony Tract, in the County of Los Angeles, State of California, as per Map recorded in Book 53, Page(s) 47 and 48 of Miscellaneous Records, in the office of the County Recorder of said County.

PARCEL 7:

Lot 3 in Block 11 of the Almedro Colony Tract, in the County of Los Angeles, State of California, as per Map recorded in Book 53, Page(s) 47 and 48 of Miscellaneous Records, in the office of the County Recorder of said County.

PARCEL 8:

The South half of the Northwest Quarter of Section 4, Township 7 North, Range 15 West San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Map of said land.

PARCEL 9:

The South half of the Northeast Quarter of Section 5, Township 7 North, Range 15 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land.

PARCEL 10:

Lot 4 in Section 5, Township 7 North, Range 15 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Map of said land.

PARCEL 11:

The West half of Lot 1 in the Northwest Quarter of Section 5, Township 7 North, Range 15 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land.

PARCEL 12:

Lot 5 in Section 5, Township 7 North, Range 15 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land.

PARCEL 13:

Lot 6 in Section 5, Township 7 North, Range 15 West San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land.

PARCEL 14:

The South half of the Southwest Quarter of Section 4, Township 7 North, Range 15 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land.

Except therefrom all coal and other minerals together with the right to prospect for, mine and remove the same, as reserved in the United States Patent recorded in Book 13184 Page 153, of Official Records.

PARCEL 15:

Lot 5 in Section 4, Township 7 North, Range 15 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land.

Except therefrom all coal and other minerals together with the right to prospect for, mine and remove the same, as reserved in the United States Patent recorded in Book 13184 Page 153, of Official Records.

PARCEL 16:

Lot 6 in Section 4, Township 7 North, Range 15 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land.

Except therefrom all coal and other minerals together with the right to prospect for, mine and remove the same, as reserved in the United States Patent recorded in Book 13184 Page 153, of Official Records.

PARCEL 17:

Lot 1 in Section 8, Township 7 North, Range 15 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land.

Except therefrom all coal and other minerals together with the right to prospect for, mine and remove the same, as reserved In the United States Patent recorded in Book 13184 Page 153, of Official Records.

PARCEL 18:

Lot 3 in Section 5, Township 7 North, Range 15 West, San Bernardino Base and Meridian, In the County of Los Angeles, State of California, according to the Official Plat of said land.

PARCEL 19:

The Southwest Quarter of the Southeast Quarter; the Northwest Quarter of the Southeast Quarter of the Southeast Quarter; the Southeast Quarter of the Southwest Quarter; the South half of the Southeast Quarter of the Southeast Quarter; the Northeast Quarter of the Southeast Quarter of the Southeast Quarter; and the Southwest Quarter of the Southwest Quarter, all in Section 5, Township 7 North, Range 15 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land.

Except therefrom the South half of the Northwest Quarter of the Southwest Quarter of the Southwest Quarter and the North half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 5, Township 7 North, Range 15 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land.

Also except from the South half of the Southeast Quarter of the Southeast Quarter; the Northeast Quarter of the Southeast Quarter of the Southeast Quarter; all in Section 5, all coal and other minerals, together with the right to prospect for, mine and remove the same as reserved in the United States Patent recorded In Book 13184 Page 153, of Official Records.

Also except from the Southwest Quarter of the Southwest Quarter of Section 5, all coal and other minerals together with the right to prospect for mine and remove same, as reserved in United States Patent recorded In Book 17752 Page 295, of Official Records.

PARCEL 20:

Lot 1 in Section 7, Township 7 North, Range 15 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land.

PARCEL 21:

Lot 2 in Section 8, Township 7 North, Range 15 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land.

PARCEL 22:

Lot 3 in Section 8, Township 7 North, Range 15 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land.

PARCEL 23:

Lot 4 in Section 8, Township 7 North, Range 15 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land.

PARCEL 24:

The South half of the Northwest Quarter, the South half of the Northeast Quarter of Section 8, Township 7 North, Range 15 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land.

Except from the South half of the Northeast Quarter, all coal and other minerals together with the right to prospect for, mine and remove the same as reserved in the United States Patent recorded In Book 13184 Page 153, of Official Records.

PARCEL 25:

The Southeast Quarter of the Southwest Quarter and the North half of the Southwest Quarter in Section 8, Township 7 North, Range 15 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land.

Except from the Southeast Quarter of the Southwest Quarter all coal and other minerals together with the right to prospect for, mine and remove the same as reserved in the United States Patent recorded in Book 13184 Page 153, of Official Records.

PARCEL 26:

The Southeast Quarter of Section 8, Township 7 North, Range 15 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land.

Except from the West half of said land, all coal and other minerals together with the right to prospect for mine and remove the same as reserved in the United States Patent recorded in Book 13184 Page 153, of Official Records.

PARCEL 27:

The Southwest Quarter and the South half of the Northwest Quarter of Section 9, Township 7 North, Range 15 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land.

PARCEL 28:

The West half of the Southeast Quarter of the Northwest Quarter of Section 5, Township 7 North, Range 15 West, San Bernardino Base and Meridian, In the County of Los Angeles, State of California, according to the Official Plat of said land.

PARCEL 29:

The East half of the Southeast Quarter of the Northwest Quarter of Section 5, Township 7 North, Range 15 West, San Bernardino Base and Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land.

APNs: 3240-011-003, 3240-011-004, 3240-012-001, 3240-012-002, 3240-012-003, 3240-012-004, 3240-012-005, 3240-012-006, 3240-012-007, 3240-013-002, 3240-013-003, 3240-013-009, 3240-013-010, 3240-016-008, 3240-016-009 and 3240-017-002

EXHIBIT A-2
Legal Description of Farm Building Envelope Parcel

Real property in the Unincorporated Area, County of Los Angeles, State of California, described as follows:

PARCEL 5:

Lot 1 in Block 11 of the Almedro Colony Tract, in the County of Los Angeles, State of California, as per Map recorded in Book 53, Page(s) 47 and 48 of Miscellaneous Records, in the office of the County Recorder of said County.

APN: 3240-012-005

EXHIBIT A-3
Legal Description of Residential Building Envelope Parcel

Real property in the Unincorporated Area, County of Los Angeles, State of California, described as follows:

PARCEL 7:

Lot 3 in Block 11 of the Almendro Colony Tract, in the County of Los Angeles, State of California, as per Map recorded in Book 53, Page(s) 47 and 48 of Miscellaneous Records, in the office of the County Recorder of said County.

APN: 3240-012-007

EXHIBIT B
Prior Encumbrances

1. An easement shown or dedicated on the map of Almendro Colony Tract recorded August 03, 1893 on file in book 53, page 47 and 48, of Miscellaneous Records.
For: Public street, highway and incidental purposes.
(Affects Parcels 1, 2, 3, 4, 5, 6 and 7)
2. Any rights affecting Parcels 3, 4, 5 and 7 of the City of Los Angeles as owners of the aqueducts across Lots 3 and 4 in Block 10 and Lots 1 and 3 in Block 11 of said Almendro Colony Tract.
3. Any claim of title by the United States based upon the deed from Edward M. Durant and Mary C. Durant, his wife, in favor of the United States of America, recorded October 28, 1903 in Book 1897, Page 264 of Deeds, pursuant to the Forest Lieu Exchange Act of June 5, 1897 (30 Stat. 11-36). (Affects Parcel 11)
4. The terms and provisions contained in the document entitled "Conditional Certificate of Compliance" recorded December 23, 2004, as Instrument No. 04-3331557 of Official Records of Los Angeles County.