SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered by and between Helix Water District, a public body, corporate and politic, exercising governmental functions and powers, and organized and existing pursuant to the Irrigation District Law of the State of California, Water Code sections 20500, et seq. ("Helix"), on the one hand, and El Monte Canyon, LLC, and its successor-in-interest, El Capitan Golf Club, LLC, a California limited liability company (collectively, "El Capitan"), on the other hand. Helix and El Capitan are sometimes referred to in this Agreement individually as a "Party" or collectively as the "Parties."

RECITALS

A. This Agreement resolves all claims, disputes and damages made by El Capitan and Helix in the pending litigation, El Capitan Golf Club, LLC vs. Helix Water District, et al., San Diego County Superior Court, Case No. 37-2008-00098042-CU-BC-CTL ("Litigation").

B. In the Litigation, El Capitan raised various claims arising out of a series of agreements between the Parties, including a Golf Course Construction and Lease Agreement, an Entitlement and Management Agreement for the El Monte Valley River Restoration Project ("EMA") and a Negotiation, Confidentiality and Nondisclosure Agreement. Helix cross-complained against El Capitan for claims from the same agreements.

C. The original Golf Course Construction and Lease Agreement was executed on February 1, 1997, and was amended as follows: Amended Lease dated September 27, 2000; 2nd Restated and Amended Lease dated February 7, 2001; 1st Amendment to 2nd Restated and Amended Lease dated December 31, 2002; 2nd Amendment to 2nd Restated and Amended Lease dated June 25, 2003; 3rd Restated and Amended Lease dated January 23, 2004; Assignment of Lease and Assumption and Consent Agreement dated April 28, 2004; 1st Amendment to 3rd Restated and Amended Lease dated August 20, 2004; 2nd Amendment to the 3rd Restated and Amended Lease dated February 1, 2006; 3rd Amendment to the 3rd Restated and Amended Lease dated February 7, 2007; 4th Amendment to the 3rd Restated and Amended Lease dated June 20, 2007; and 5th Amendment to the 3rd Restated and Amended Lease dated August 29, 2008 (collectively, the "Golf Course Lease" or "Lease Agreements").

D. Pursuant to the Lease Agreements, Helix leased approximately 460 acres to El Capitan to construct, maintain and operate golf courses and a clubhouse in exchange for rents ("Leased Property").

E. The EMA was executed on August 15, 2007, to convert the Golf Course Project into a River Restoration Project for all 460 acres of the Leased Property ("River Restoration Project").

F. A Negotiation, Confidentiality and Nondisclosure Agreement was executed August 29, 2008, among CALMAT Co., a Delaware corporation doing business as Vulcan Materials Company, Western Division ("Vulcan"); El Capitan Golf Club, LLC, a California limited liability company; Helix; and Endangered Habitats Conservancy, a California non- profit corporation ("EHC").

G. El Capitan's Third Amended Complaint is the operative complaint against Helix and includes causes of action for: (1) Breach of Written Contract (Golf Course Lease); (2) Breach of Written Contract (EMA); and (3) Interference with Prospective Advantage.

H. Helix filed a Cross-Complaint, with the operative cross-complaint being the First Amended Cross-Complaint, containing causes of action for: (1) Breach of Written Contracts; Ejectment; (3) Public Nuisance; and (4) Declaratory Relief.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, and each of them, agree as follows:

AGREEMENT

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1. Option to Purchase. Helix will provide El Capitan an option to purchase the Property described in the Option to Purchase Agreement (487 acres) for Nine Million Dollars ($9,000,000), with the Option to Purchase to expire on December 1, 2017. El Capitan shall pay One Million Dollars ($1,000,000) ("Option Payment") to Helix upon full execution of the Agreement. The Option Payment shall be non-refundable except as provided in Section 9.3, below, 3.4 of the Option Agreement or failure of Helix to execute this Agreement by September 18, 2014. Failure to pay the Option Payment directly to Helix upon Full Execution of this Agreement shall be grounds for Helix to cancel the Option to Purchase. The Option to Purchase Agreement is attached hereto as **Exhibit "1"** and incorporated herein by reference.

2. Full Execution. This Agreement shall be fully executed upon the occurrence of the following events:

2.1 The Agreement is signed by the authorized representative of El Capitan prior to August 15, 2014.

2.2 The Option Payment is received by Helix, by delivery to Best Best & Krieger, prior to August 15, 2014.

2.3 The Helix Board has, following August 15, 2014 but no later than September 18, 2014, reviewed and approved this Agreement following all legally required notices, meetings and actions.

2.4 This Agreement is signed by an authorized representative of Helix within five (5) days of the Board meeting at which this Agreement is approved by the Helix Board.

3. Termination of Lease Agreements. The Parties stipulate and agree that the Golf Course Lease and Lease Agreements stated and defined in Recital C are terminated as of December 15, 2008, and are of no further force and effect.

Need to keep an eye on this aspect

4. Termination of EMA. The Parties stipulate and agree that the EMA defined in Recital B and stated in Recital E is terminated as of December 15, 2008, and is of no further force and effect.

5. Termination of Negotiation Agreement. The Parties stipulate and agree that the Negotiation, Confidentiality and Nondisclosure Agreement stated in Recital F is terminated as of December 31, 2008, and is of no further force and effect.

BWB

6. Payment of Real Property Taxes. El Capitan shall pay all real property taxes, penalties and interest currently due and owing on the Property for the period of 1997 to 2008, within ten (10) days of ~~an agreement with the County~~ written notice from Helix on the amount due. Any real property taxes created as a possessory interest by the Option to Purchase shall be paid by El Capitan upon assessment, and failure to pay taxes, penalties and interest within ten days of a demand by Helix shall be grounds for Helix to cancel the Option to Purchase and retain the Option Payment.

7. Extinguish Property Taxes. The Parties agree to obtain a stipulated order in the form attached hereto as **Exhibit "2"** and incorporated herein by reference, confirming the Lease Agreements terminated on December 15, 2008, and that as of that date El Capitan no longer had a possessory interest in the Leased Property, and to present the order to the County of San Diego that El Capitan's possessory interest terminated December 31, 2008. If the County of San Diego determines that the Option to Purchase creates a possessory interest, El Capitan shall be responsible for paying the taxes, as assessed.

8. Dismissal of Litigation with Prejudice. El Capitan and Helix will dismiss their respective lawsuits with prejudice. El Capitan's dismissal of the Litigation is additional consideration for Helix granting the Option to Purchase. Helix shall hold the executed Requests for Dismissal of the Litigation and shall file them with the Court only upon the occurrence of the following:

8.1 Helix has completed the First Right of Refusal disposition process set forth in Section 9.1 and Helix has not entered into an agreement for and completed the sale of the Property to the San Diego River Conservancy ("Conservancy").

8.2 Helix has completed the Surplus Property disposition process set forth in Section 9.2 and Helix has not entered into an agreement for and completed the sale of the Property to a public agency.

8.3 Dismissal with prejudice shall also terminate the EMA for all purposes.

Upon dismissal, each party shall bear its own costs.

BWB

9. First Right of Refusal and Offer to Sell Surplus Property.

9.1 First Right of Refusal. The Parties acknowledge and agree that pursuant to Public Resources Code section 32646, the Conservancy has a First Right of Refusal "to acquire any public lands that are suitable for park and open space within the Conservancy's jurisdiction when those lands become available." The Parties acknowledge and agree that the Conservancy contends the Property includes public lands that are suitable for park and open space within the Conservancy's jurisdiction. Accordingly, the Parties acknowledge and agree

that Helix shall send a Notice of a First Right of Refusal to acquire the Property to the Conservancy pursuant to Public Resources. Code section 32646. Helix shall send written notice to the Conservancy within ten (10) days after Full Execution of this Agreement, with a copy to El Capitan. The Notice of the right to exercise the First Right of Refusal shall be substantially in the Form attached hereto as **Exhibit "3."** The Conservancy shall have sixty (60) days from the date of mailing of the Notice to exercise its First Right of Refusal in writing to Helix and if not executed during that time, shall be deemed expired. Helix shall provide written confirmation to El Capitan that Helix has complied with the statutory requirement for the First Right of Refusal to the Conservancy and whether the Conservancy has timely exercised its right.

9.2 Offer to Sell Surplus Property. The Parties further acknowledge and agree that pursuant to Government Code section 54220, Surplus Land, prior to disposition, the Property should be made available for sale to specific public agencies. Accordingly, the Parties acknowledge and agree that Helix shall send, prior to disposing of the Property to El Capitan, a written offer to sell or lease the Property to those public agencies entitled to notice pursuant to Government Code Section 54222. Helix shall send the written offer to the public agencies within ten (10) days after Full Execution of this Agreement, with a copy to El Capitan. The Offer to Sell Surplus Property shall be substantially in the Form attached hereto as **Exhibit "4."** Those public agencies entitled to notice pursuant to Government Code Section 54222 shall have sixty (60) days from delivery of the Offer to Sell Surplus Property to send written notice of intent to negotiate the purchase of the Property to Helix. Helix shall provide written confirmation to El Capitan that Helix has complied with the statutory requirement to offer to sell the Property to other public agencies and whether any public agency has expressed interest in purchasing the Property.

9.3 Exercise of First Right of Refusal or Offer to Sell Public Property. If the Conservancy timely exercises the First Right of Refusal to purchase the Property, or a public agency responds to the Offer to Sell Surplus Property, and, after negotiation, Helix and the Conservancy or a responding public agency enter into an agreement for the sale of the Property, then the following shall occur:

9.3.1 The Property shall be sold by Helix to the Conservancy pursuant to the terms of the First Right of Refusal, or another public agency pursuant to negotiations on the Offer to Sell Surplus Property.

9.3.2 Prior to the close of escrow date identified in the agreement for sale to the Conservancy or the public agency, El Capitan will quitclaim any right, title or interest it may have or claim in and to the Property in the form attached hereto as **Exhibit "5."**

9.3.3 This Agreement and all its terms, excepting Sections 3, 5 and 6, and the respective recitals referenced therein, shall terminate.

9.3.4 Following the close of escrow and completed conveyance to the Conservancy or the public agency, the Option to Purchase Agreement and all its terms shall terminate, and Helix shall return the Option Payment paid by El Capitan, without interest.

9.3.5 Following the conveyance to the Conservancy or the public agency, the Litigation shall be reinstated. Neither Party shall use or offer evidence of this Agreement, the Option Agreement, or the offer to sell the Property in any continuation of the Litigation.

9.4 No Exercise of First Right of Refusal or Offer to Sell Public Property. If the Conservancy does not exercise the First Right of Refusal to purchase the Property and no public agency responds to the Offer to Sell Surplus Property, then the Agreement and Option Agreement shall remain in full force and effect. During any permitting process, El Capitan, its agents, partners, consultants and successors-in-interest shall consult with and keep the Conservancy informed of its permitting efforts.

10. No Admission of Liability. Nothing in this Agreement shall constitute, be deemed to be, or be used by any Party as, an admission of any kind for any purpose whatsoever.

11. Mutual Release. Except as set forth in this Agreement, the Parties and their predecessors, successors, assigns, principals, directors, officers, agents, employees, governing boards, representatives and insurers release and forever discharge the other Party and all of their predecessors, successors, assigns, principals, agents, employees, representatives, attorneys and sureties from any and all liability, demands, causes of action, or responsibility of any kind for claims which relate to the claims and allegations made or which could have been made in connection with the Litigation, and/or arising out of the obligations of the agreements stated in Recitals C, E and F. Nothing herein is intended as a release of the obligations set forth in this Agreement.

11.1 The Parties expressly waive any of their rights under Civil Code section 1542, which provides that a general release does not extend to unknown or unsuspected claims which, if known, would have materially affected the situation. Civil Code section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

11.2 The Parties understand and acknowledge the significance and consequence of the waiver of Section 1542 of the Civil Code. The Parties further acknowledge they may hereafter discover facts different from, or in addition to, those which they now believe to be true with respect to the release of claims and agree that this Agreement shall remain effective in all respects, notwithstanding such different or additional facts, or the discovery thereof.

12. Attorneys' Fees Related to Litigation. The Parties hereby agree to bear their own attorneys' fees, costs and litigation-related expenses incurred or arising out of or in relation to the Litigation.

13. Representation and Warranty. The Parties and signatories hereby each represent, covenant and warrant that they are authorized (individually or by their respective principals) to enter into and execute this Agreement, and that they have not previously assigned any claims

released or assigned in this Agreement, in whole or in part, or taken any other steps which would adversely affect the rights which are the subject of this Agreement. In the event any of the above representations/warranties are breached or any of the representations and/or warranties contained in this paragraph proves false, the breaching/misrepresenting party hereby agrees to defend, indemnify and hold the other party harmless from all damages, losses, liabilities, costs and attorneys' fees resulting from said breach/misrepresentation.

14. Agreement Binding on Successors. This Agreement, together with the releases, shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors-in-interest and assigns of the respective Parties hereto.

15. Entire Agreement. This Agreement embodies the entire understanding between the Parties pertaining to the matters described herein. Each Party acknowledges that no Party, agent or representative of the other Party has made any promise, representation or warranty, express or implied, not expressly contained in this Agreement, that induced the other Party to sign this document. No modification of this Agreement shall be valid unless agreed to in writing by the Parties.

16. Integrated Agreement. This Agreement is the final and entire agreement between the Parties concerning the matters described herein. All agreements of the Parties with respect to the subject matter hereof are in writing and supersede all prior written and oral agreements and understandings of the Parties. This Agreement cannot be modified except by a written document signed by all of the Parties. None of the Parties are relying upon any other negotiations, discussions or agreements in connection with the subject matter of this Agreement. This is a fully Integrated Agreement.

17. Further Assurances. The Parties agree to take any action or execute any document as may be reasonably necessary to finalize and perform this Agreement.

18. Attorneys' Fees Related to Enforcement of Agreement. The prevailing party in any action to enforce this Agreement or otherwise concerning the terms of the settlement of the Litigation shall be awarded costs and reasonable attorneys' fees.

19. Amendment. No modification of this Agreement shall be valid unless in writing signed by all of the Parties and their attorneys. The Parties shall not be bound by any representation, warranty, promise, statement or information, unless it is specifically set forth in this Agreement.

20. Waiver. The failure of any Party to insist upon strict observance of, or compliance with, all of the terms of this Agreement in one or more instances, shall not be deemed to be a waiver of that Party's right to insist upon such observance or compliance with the other terms of this Agreement.

21. Construction. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties. The Recitals are to be considered part of the Agreement. It is acknowledged that all of the Parties have had an opportunity to consult with their attorneys concerning the terms and conditions of this Agreement. This Agreement shall be deemed to have been drafted by all of the Parties jointly,

and no Party shall urge otherwise. All exhibits attached to this Agreement are incorporated herein by reference.

22. Survival of Representations, Warranties and Covenants. Except as otherwise provided in this Agreement, all representations, warranties and covenants set forth in this Agreement shall be deemed continuing and shall survive the execution date of this Agreement.

23. Governing Law. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

24. Counterparts. This Agreement may be executed in separate counterparts, the whole of which shall constitute a binding agreement. Facsimile signatures, when received, shall have the same force and effect as original signatures.

EACH OF THE UNDERSIGNED HEREBY DECLARES THAT THE TERMS OF THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE HAVE BEEN COMPLETELY READ AND ARE FULLY UNDERSTOOD, AND BY EXECUTION HEREOF VOLUNTARILY ACCEPTS THE TERMS WITH THE INTENT TO BE LEGALLY BOUND THEREBY.

Dated: 8/20/2014

HELIX WATER DISTRICT

By: _____
Its: General Manager

Dated: 8/14/2014

EL CAPITAN GOLF CLUB, LLC

By: William B. Adams
Its: Managing Member

APPROVED AS TO FORM:

Dated: 8/18/14

Best Best & Krieger LLP

By: Bruce W. Beach

Dated: 8/14/2014

Thorsnes Bartolotta McGuire LLP

By: _____

EXHIBIT 1

OPTION AGREEMENT
FOR PURCHASE AND SALE OF REAL PROPERTY
AND ESCROW INSTRUCTIONS

THIS OPTION AGREEMENT ("Agreement" or "Option Agreement") is dated as of 8/4/2014, 2014, by and between HELIX WATER DISTRICT, a public body, corporate and politic, exercising governmental functions and powers, and organized and existing pursuant to the Irrigation District Law of the State of California, Water Code sections 20500, et seq. ("Helix"), and EL CAPITAN GOLF CLUB, LLC, a California limited liability company ("El Capitan"). Helix and El Capitan are sometimes referred to in this Agreement individually as a "Party" or collectively as the "Parties." In consideration of the mutual covenants, promises and agreements contained herein, Helix and El Capitan agree as follows:

1. The Option Property. Helix is the owner of real property, ~~487~~ 480 acres in size, in the unincorporated area of San Diego County, California, hereinafter called the "Option Property" or "Property" described in **Exhibit A**. **Exhibit B** is a Preliminary Report Order No. 12210024-U21 dated May 24, 2012, issued by Chicago Title Company, which is attached hereto and incorporated herein by reference. **Exhibit B** describes a significant portion of the Option Property, but not all of it. **Exhibit B** includes Schedule B, listing easements and exceptions to title which may affect title, possession, and future use of the Option Property by El Capitan.

2. Grant of Option. Helix hereby grants El Capitan an option to purchase the Option Property on the following terms and conditions:

2.1 Option Period. The term of this Option shall be five (5) years commencing December 1, 2012 and expiring on December 1, 2017 ("Expiration Date").

2.2 Consideration for Option. As consideration for the granting of this Option, El Capitan will pay directly to Helix the sum of One Million Dollars ($1,000,000) (the

"Option Payment"). The Option Payment of One Million Dollars ($1,000,000) shall be refundable pending Helix's compliance with the statutory requirements for noticing the Conservancy of its First Right of Refusal and the sale of public property to other public agencies as stated in paragraphs 8.1 and 8.2 of the Settlement Agreement. Consideration for Helix granting the Option to Purchase is also the dismissal of El Capitan's litigation with prejudice against Helix in which El Capitan claims damages in excess of $100,000,000. Further consideration to Helix is that El Capitan, as the new property owner, is incurring responsibility for clean-up and mitigation costs for the abandoned golf course work, which could be over $20,000,000. The Option Payment becomes nonrefundable and the dismissal of all litigation shall occur when Helix has satisfied the statutory requirements and rejection for surplus sale, and the offer and rejection of the purchase of the Property by the Conservancy under its right of first refusal. The Option Payment will be applied to the Purchase Price of the Option Property if El Capitan elects to timely exercise the Option.

2.3 Purchase Price. Upon El Capitan's election to exercise the Option, El Capitan shall pay directly to Helix as a total purchase price for all of the Option Property, the sum of Nine Million Dollars ($9,000,000) ("Purchase Price"), less One Million Dollars ($1,000,000) already paid. The terms and provisions relating to the purchase and sale of the Option Property are more particularly described in Section 3 ("Purchase and Sale Provisions").

2.4 Title and Possession. Helix will retain title, possession and control of the Option Property until the Option has been fully exercised, the Purchase Price has been paid in full and ownership transferred upon recordation of a grant deed.

2.5 Right of Entry Permit(s). During the term of the Agreement, upon reasonable notice, Helix will grant El Capitan and/or its agents the right to enter the Option

Property to perform such tests, studies and inspections that are reasonably necessary for the development as anticipated in the Agreement. The Right of Entry Permit form to be used is attached hereto as **Exhibit C** and incorporated herein by reference.

2.6 No Liens or Encumbrances. During the Option Period, El Capitan shall keep the Option Property free from any and all liens or encumbrances, including any resulting from any activity conducted or controlled by El Capitan or its authorized agent, who shall repair any damage done to the Option Property as a result of any such activity, and shall hold Helix harmless from and against any liability resulting from such activities. Failure to comply with this requirement is grounds for Helix to cancel the Option at its sole discretion.

2.7 "AS IS" Condition; No Other Representations. El Capitan acknowledges and agrees that it is purchasing the Option Property in "AS IS" condition. El Capitan acknowledges and agrees that in purchasing the Option Property, El Capitan is not acting and will not act in reliance upon any representations made by Helix (except those specifically stated in this Agreement), or any made by any agent or employee for Helix, or upon any information supplied by Helix or any agent or employee for Helix. EL CAPITAN ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, HELIX HAS NOT MADE ANY EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, PROMISES, STATEMENTS OR ASSURANCES WHATSOEVER, DIRECTLY OR THROUGH ANY AGENT OR EMPLOYEE, AS TO THE CONDITION OF THE OPTION PROPERTY, OR ANY MATTER, INCLUDING, BUT NOT LIMITED TO HAZARDOUS MATERIALS. As used in this Agreement, "Hazardous Materials" includes petroleum, asbestos, radioactive materials or substances defined as "hazardous substances," "hazardous materials" or "toxic substances" (or words of similar import) in the Comprehensive

Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C., § 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C., § 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C., § 6901, et seq.), and under the applicable laws of the State of California. Except for express representations made by Helix in this Agreement, El Capitan shall rely solely upon its own knowledge of the physical condition, investigation and inspection of the Option Property and the improvements thereon and upon the aid and advice of El Capitan's independent expert(s) in purchasing the Option Property.
El Capitan shall take title to the Option Property without any warranty, express or implied, by Helix or any agent or employee of Helix. Helix represents that it has no actual knowledge of any Hazardous Materials contamination of the Option Property. El Capitan is aware of waste and debris previously buried on the Property by its subtenant for which it previously took full responsibility and agreed to hold Helix harmless and indemnify Helix for the condition at that time and in the future.

2.8 Permitting Process. During the Option Period, El Capitan intends to pursue permits, entitlements, and/or other approvals which may be required by or from the County of San Diego or any other governmental agency to allow development and use of the Option Property. El Capitan is aware that the San Diego River Conservancy ("Conservancy") has jurisdiction over the area encompassing the Property and in processing any permits, entitlements and/or other approvals, El Capitan, its agents, partners, consultants and successors- in-interest shall consult with and keep the Conservancy and Helix informed of its permitting efforts. El Capitan will be responsible for all costs and expenses associated with the pursuit of such permits, entitlements, and/or other approvals, preparation of any documents and submittals required as part of the entitlement process, and any mitigation required in connection with any and all

permits, entitlements or approvals. Helix will execute any consent form(s) necessary to allow El Capitan to seek governmental approvals or permits. Nothing in this Agreement shall be construed to require Helix to incur any cost, expense or liability, or to sign any documents which will impose any obligation on Helix or on the Option Property or to abrogate or restrict Helix's right to exercise its discretionary authority or take any specific regulatory action in the future.

2.9 Exercise of Option. El Capitan may exercise the Option to purchase the Option Property at any time during the Option Period by providing written notice ("Exercise Notice") to Helix and depositing Nine Million Dollars ($9,000,000.00), less One Million Dollars ($1,000,000) if made nonrefundable, with Helix. Following exercise of the Option, the purchase and sale of the Option Property shall be governed by the Purchase and Sale Provisions set forth in Section 3 of this Agreement.

2.10 Failure to Exercise Option. If El Capitan fails to exercise the Option, including depositing the full Purchase Price with Helix, before the expiration date, the Option Agreement shall terminate. Failure to exercise the Option shall not affect or terminate the Settlement Agreement, except as stated in Section 4.2(c) through (e).

3. Purchase and Sale Provisions.

3.1 Sale. Acquisition of the Option Property will be facilitated directly between El Capitan and Helix without Escrow unless Helix, in its sole discretion, decides otherwise.

3.2 Sale Instructions. The provisions of this Agreement will constitute the conditions of El Capitan and Helix for the purchase and sale of the Option Property; provided, however, that El Capitan and Helix may agree to execute supplemental conditions. However, in the event of any inconsistency between supplemental conditions, this Agreement will govern.

3.3 Opening of Sale; Close of Sale. Sale for the Option Property will be deemed open as of the date of notice of El Capitan's exercise of the Option to Purchase and the deposit of the Purchase Price of Eight Million Dollars ($8,000,000) with Helix. "Close of Sale" shall be evidenced by the recording of a Grant Deed conveying the Option Property from Helix to El Capitan in compliance with the provisions of this Agreement and the date thereof shall be the "Closing Date." Close of Sale shall occur not later than sixty (60) days following the Opening Date, unless agreed in writing otherwise.

3.4 Conditions of Title. El Capitan hereby approves current taxes and assessments and the title exceptions shown on **Exhibit B** attached hereto. Within ten (10) days after the date of the Opening of Sale, El Capitan shall obtain a preliminary report (the "Report"). El Capitan shall have twenty (20) days from the Opening of Sale within which to disapprove items listed in the Report which are not listed in **Exhibit A**. Failure to timely disapprove shall constitute approval. Should El Capitan timely disapprove one or more items, Helix shall have until thirty (30) days from the Opening of Sale within which to agree to remove such item(s). Should Helix fail to timely agree to remove an item objected to by El Capitan, the Option shall thereupon expire unless El Capitan withdraws its objection and approves such item until forty (40) days from the Opening of Sale. Helix shall automatically be deemed to agree to remove monetary liens other than non-delinquent taxes and non-delinquent assessments. Notwithstanding the foregoing, El Capitan approves current taxes and assessments, supplemental taxes and possessory interest tax, if any, which may result from El Capitan's purchase of the Option and Option Property, and non-delinquent assessment bonds, if any. The Purchase Price does not include any bonds, so no credit shall be given against the Purchase Price by reason of the principal amount of any such bonds.

3.5 ALTA Title Insurance. If El Capitan desires ALTA title insurance, El Capitan, at its sole cost and expense, shall obtain an ALTA survey. El Capitan shall have until ten (10) days from the Opening of Sale within which to deliver to Helix a copy of such ALTA supplement to the Report and to disapprove items listed in the ALTA supplement which were not listed in the Report. Failure to timely disapprove shall constitute approval. Should El Capitan timely disapprove one or more items, Helix shall have until twenty (20) days from the Opening of Escrow within which to agree to remove such item(s). Should Helix refuse to remove an item or fail to timely agree to remove an item objected to by El Capitan, the Option shall expire unless El Capitan withdraws its objection and approves such item until forty (40) days from the Opening of Sale.

3.6 Exceptions to Title. The Parties acknowledge that exceptions to title which do not encumber the Option Property as of the date of the Report may arise prior to consummation of the purchase and sale. Except as provided below in this Section, El Capitan shall be deemed to approve any such new exceptions. Such new exceptions which shall be deemed to be approved by El Capitan shall include (i) assessment districts, community facilities districts or similar financing mechanisms, and liens, assessments and encumbrances resulting therefrom; (ii) encumbrances, easements and other matters resulting from any planning, land division, rezoning or other efforts of El Capitan; and (iii) matters which are not voluntarily created by Helix. No credit against the Purchase Price shall be given by reason thereof. If there arise any matters which are not voluntarily created by Helix, and which are not otherwise deemed approved, each Party shall notify the other of the same as soon as such Party acquires actual knowledge thereof. If El Capitan does not approve the same within ten (10) days after request for approval from Helix, Helix may terminate this Option.

3.7 Title Insurance. Upon Close of Sale, title to the Option Property will be insured as good and marketable by a Standard Title Insurance Policy issued by a Title Company with coverage in the amount of the Purchase Price, as appropriate or as otherwise requested by El Capitan.

3.8 Closing Costs. There shall be no closing costs and any fees or costs to transfer title shall be the sole responsibility of El Capitan. Due to Helix's status as a public entity, no recording fees will be payable, pursuant to Government Code section 27383. Similarly, no documentary transfer tax will be payable, pursuant to Revenue and Taxation Code section 11922.

3.9 Additional Documentation. El Capitan and Helix will execute and provide to each other all additional documentation required in order to allow Sale to close. Such documentation may include (without limitation) a Non-Foreign Affidavit (federal) and California Form 593-C, delivery by Helix of Preliminary Change of Ownership Statements, Estimated Closing Statements reviewed and approved by El Capitan and Helix, and similar standard closing documents. Helix shall provide El Capitan a Natural Hazard Disclosure Statement with respect to the Option Property.

3.10 Property Acquired "AS IS". El Capitan acknowledges that the Property will be conveyed in an "AS IS" condition with respect to physical condition, including (without limitation) the presence or absence of Hazardous Substances or Hazardous Materials (as defined by applicable federal, state and local statutes, rules and regulations), the seismic or other geophysical conditions, matters of archeological and cultural resources of significance, the presence or absence of endangered species or any other physical condition or attribute and responsibility for any previous mitigation required by any public agency. El Capitan, as the

tenant of the Property since 1997, is fully aware of all physical and environmental conditions and issues on the Option Property. With respect to all such matters, El Capitan, on its own behalf and on behalf of any assignee, hereby releases and discharges Helix from any and all claims that El Capitan or any assignee might have against Helix regarding the physical condition of the Property and expressly waives and releases all rights under Section 1542 of the California Civil Code, which provides as follows:

> **"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him. or her must have materially affected his or her settlement with the debtor."**

Helix's Initials _____ El Capitan's Initials _____

This acknowledgement and release shall survive the Close of Sale.

4. Representations and Warranties.

4.1 El Capitan's Representations. El Capitan hereby represents and warrants to and for the benefit of Helix, as follows:

(a) El Capitan has full right and authority to enter into this Agreement and consummate the transaction contemplated herein. Each of the persons executing this Agreement on behalf of El Capitan is authorized to do so. The execution, consent or acknowledgement of no other person or entity is necessary in order to validate the execution of this Agreement by El Capitan or permit the consummation of the transaction contemplated herein.

(b) Entry into this Agreement and performance by El Capitan of its obligations hereunder does not contravene or constitute a breach of any agreement, contract or indenture to which El Capitan is a party.

4.2 Helix's Representations. Helix hereby represents and warrants to and for the benefit of El Capitan, as follows:

(a) Helix has full right and authority to enter into this Agreement and consummate the transaction contemplated herein. Each of the persons executing this Agreement on behalf of Helix is authorized to do so. The execution, consent or acknowledgement of no other person or entity is necessary in order to validate the execution of this Agreement by Helix or permit the consummation of the transaction contemplated herein.

(b) Entry into this Agreement and performance by Helix of its obligations hereunder does not contravene or constitute a breach of any agreement, contract or indenture to which Helix is a party.

(c) The Parties acknowledge and agree that pursuant to Public Resources Code section 32656, the San Diego River Conservancy ("Conservancy") has a First Right of Refusal "to acquire any public lands that are suitable for park and open space within the Conservancy's jurisdiction when those lands become available." The Parties acknowledge and agree that the Conservancy contends the Property includes public lands that are suitable for park and open space within the Conservancy's jurisdiction. Accordingly, the Parties acknowledge and agree that Helix shall send a Notice of a First Right of Refusal to acquire the Property to the Conservancy pursuant to Public Resources Code section 32646. The Notice of the right to exercise the First Right of Refusal shall be substantially in the Form attached hereto as **Exhibit D**. The Conservancy shall have sixty (60) days from the date of mailing of the Notice to exercise its First Right of Refusal in writing to Helix and if not executed during that time, shall be deemed expired.

(d) The Parties further acknowledge and agree that pursuant to Government Code Section 54220, surplus land, prior to disposition, should be made available for park and recreation purposes or for open-space purposes. Accordingly, the Parties acknowledge and agree that Helix shall send, prior to disposing of the Property, a written offer to sell or lease the Property to any local public entity within whose jurisdiction the surplus land is located. The Offer to Sell Surplus Property shall be substantially in the Form attached hereto as **Exhibit E**. Any public entity shall have sixty (60) days from delivery of the Offer to Sell Surplus Property to send written notice of intent to negotiate the purchase of the Property to Helix. If the Conservancy timely exercises the First Right of Refusal to purchase the Property, or a public entity responds to the Offer to Sell Surplus Property, and after negotiation Helix agrees to sell, then the following shall occur:

1. The Property shall be sold by Helix to the Conservancy pursuant to the terms of the First Right of Refusal, or another public agency, pursuant to negotiations on the Offer to Sell Surplus Property;
2. El Capitan will quitclaim any right, title or interest it may have or claim in and to the Property in the form attached hereto as Exhibit "D";
3. The Settlement Agreement and all its terms, excepting Sections 3, 5 and 6, shall terminate.
4. The Option Agreement and all its terms shall terminate and Helix shall restore the $1,000,000 Option Payment paid by El Capitan without interest.

(e) The Litigation shall be reinstated. Neither Party shall use or offer evidence of this Settlement Agreement, the Option Agreement, or the offer to sell the Property in any continuation of the Litigation.

(f) If the Conservancy does not exercise the First Right of Refusal to purchase the Property and no public entity responds to the Offer to Sell Surplus Property, then the Settlement Agreement and Option Agreement shall remain in full force and effect. During any permitting process, El Capitan, its agents, partners, consultants, and successors in interest shall consult with, and keep the Conservancy and Helix informed of its permitting efforts.

5. Miscellaneous Provisions.

5.1 Notices. Any and all notices required or permitted to be given hereunder shall be in writing and shall be personally delivered, sent by recognized overnight delivery service or mailed by certified or registered mail, return receipt requested, postage prepaid, to the Parties at the addresses indicated below:

El Capitan:	Bill Adams 6575 Jonel Way Bonita, CA 91902
Copy to:	Thorsnes Bartolotta McGuire LLP Att'n: Vincent J. Bartolotta, Jr. 2550 Fifth Avenue, Suite 1100 San Diego, California 92103 Telephone: (619) 236-9363 Facsimile: (619) 236-9653
Helix:	Helix Water District Att'n: Carlos V. Lugo, General Manager 7811 University Avenue La Mesa, California 91941-4927 Telephone: (619) 667-6241 Facsimile: (619) 667-6235
Copy to:	Best Best & Krieger LLP Att'n: Scott C. Smith, Esq. 655 West Broadway, 15th Floor San Diego, California 92101 Telephone: (619) 525-1300 Facsimile: (619) 233-6118

Escrow Holder: Chicago Title Company
2365 Northside Drive, Suite 500
San Diego, California 92108

Any Party may change its address by a notice given to the other Party in the manner set forth above. Any notice given personally shall be deemed to have been given upon service, notices sent by overnight service shall be deemed received on the next business day and any notice given by certified or registered mail shall be deemed to have been given on the third (3rd) business day after such notice is mailed.

5.2 Assignment. This Agreement, or any right or obligation hereunder, is not assignable to any third party without the prior written consent of Helix, which consent will not be unreasonably withheld.

5.3 Entire Agreement. This Agreement, together with the exhibits attached hereto, contains the entire agreement and understanding of the Parties concerning the option herein granted. Any modifications to this Agreement shall be in writing and signed by both Parties.

5.4 Integration. This Agreement contains all the inducements and the entire agreement of the Parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein on the Option Property other than an agreement of even date herewith regarding brokers' commissions and prior agreements, the provisions of which supersede and control any provisions of this Agreement with which they conflict or are inconsistent.

5.5 Attorneys' Fees. In the event of any controversy, claim or dispute between the Parties arising out of or relating to this Agreement or the breach thereof, the

prevailing Party shall be entitled to recover reasonable expenses, including attorneys' fees and costs.

5.6 Binding Effect. This Agreement shall bind and inure to the benefit of the respective Parties, their personal representatives, successors and assigns.

5.7 Broker's Commissions. El Capitan and Helix each represent and warrant to the other that neither has been represented in this transaction by a real estate sales person, broker, finder or other party entitled to receive a commission or other compensation based on the transaction described herein. El Capitan and Helix each agree to defend, indemnify and hold the other free and harmless from and against any claims for such compensation as a result of the actions of the indemnifying Party.

5.8 Construction of Agreement. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. Section headings have been inserted for convenience only and will not be considered or referred to in resolving questions of interpretation or construction. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof.

5.9 Calculation of Dates. Unless the context otherwise requires, all periods terminating on a given day, period of days, or date shall terminate at 5:00 p.m. on such date or dates and references to "days" shall refer to calendar days; provided, however, in the event that

any period terminates on a Saturday, Sunday or legal holiday under the laws of the State of California, the termination of such period shall be on the next succeeding business day. Reference herein to "business days" shall refer to those days that are not a Saturday, Sunday or state or federal holiday in California. The time in which any act provided under this Agreement is to be done shall be computed by excluding the first day and including the last, unless the last is a Saturday, Sunday or legal holiday under the laws of the State of California, and then it is also so excluded.

5.10 Counterparts. This Agreement may be executed in counterparts and when so executed by the Parties, each such counterpart will constitute an original document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

HELIX WATER DISTRICT,
a public agency

By: _____
Its: General Manager

EL CAPITAN LLC, a California limited liability company

By: _____
Its: Managing Member

APPROVED AS TO FORM:

Dated: 8/18/14

Best Best & Krieger LLP

By: Brian W. Beach

Dated: 8-14-2014

Thorsnes Bartolotta McGuire LLP

By:

EXHIBIT A

Exhibit "A"

ALL THOSE PORTIONS OF LOTS 90, 93, 94, 96, 97, 98, 99, 105 AND A PORTION OF TIMBER RESERVES OF EL CAJON VALLEY COMPANY'S LANDS ACCORDING TO THE MAP THEREOF NO. 289, FILED IN THE OFFICE OF THE COUNTY RECORDER IN SAN DIEGO COUNTY, STATE OF CALIFORNIA; TOGETHER WITH LOTS 68, 70, 71, 74, 75, 76, 77, AND 78 OF THE "S" TRACT OF RANCHO EL CAJON ACCORDING TO THE MAP THEREOF NO. 1146 FILED IN SAID COUNTY AND STATE; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER FOUR OF EL MONTE RANCHO AS SHOWN ON RECORD OF SURVEY NO.6664 AND MAP 1146 AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA THENCE SOUTHERLY ON THE LINE BETWEEN CORNERS 4 AND 5 OF SAID EL MONTE RANCHO DISTANT THEREON SOUTH 0° 08' 25" WEST, 6527.19 FEET TO A POINT ON THE PROLONGATION OF THAT CERTAIN COURSE ON THE NORTHERLY SIDELINE OF EL MONTE ROAD BEING NORTH 48° 12' O5" EAST 1025.51 FEET AS SHOWN UPON RECORD OF SURVEY 6856 AS RECORDED IN THE OFFICE OF THE RECORDER OF SAID COUNTY, DISTANT ALONG THE EASTERLY PROLONGATION OF SAID COURSE NORTH 48° 12' O5" EAST 48.49 FEET. SAID POINT BEING THE TRUE POINT OF BEGINNING. THENCE CONTINUING SOUTHERLY ALONG SAID RANCHO LINE SOUTH 0° 08' 25" WEST, 120.76 FEET AS SHOWN ON MAP 1146 AS RECORDED AUGUST 26, 1908, FILED IN THE OFFICE OF COUNTY RECORDER IN SAID COUNTY AND STATE; THENCE SOUTH 81" OS' 35" EAST, 1788.38 FEET TO A POINT KNOWN AS CORNER "N" AS SHOWN ON RECORD OF SURVEY NO. 1829 RECORDED MAY 20, 1948, FILED IN THE OFFICE OF COUNTY RECORDER IN SAID COUNTY AND STATE; THENCE ALONG RECORD OF SURVEY NO. 6664 AS RECORDED MARCH 9, 1966, FILED IN THE OFFICE OF THE COUNTY RECORDER IN SAID COUNTY AND STATE, NORTH 37° 23' 40" EAST, 27.31 FEET; THENCE CONTINUING ALONG SAID BOUNDARY NORTH 55° 49' 45", 175.23; THENCE NORTH 78° 26' 56" EAST, 52.86 FEET; THENCE NORTH 77° 11' 37" EAST, 215.75 FEET; THENCE NORTH 46° 47' 07" EAST, 225.29 FEET; THENCE NORTH 52° 17' 13" EAST, 110.41 FEET; THENCE NORTH 51° 24' 52" WEST, 11.61 FEET TO THE CENTERLINE OF A FLUME RIGHT-OF-WAY AS SHOWN ON SAID RECORD OF SURVEY NO. 6664; SAID FLUME RIGHT-OF-WAY BEING A STRIP OF LAND 50 FEET WIDE LYING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE NORTH 45° 37' 51" EAST, 213.24 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY 57.62 FEET ALONG SAID THROUGH A CENTRAL ANGLE OF 16° 30' 20"; THENCE NORTH 29° 07' 31" EAST, 168.55 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEAST 66.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19° OS' 30"; THENCE NORTH 48° 13' 01" EAST, 100.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 95.00 FEET; THENCE NORTHEAST 65.81 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39° 41' 30"; THENCE NORTH 87° 54' 31" EAST, 77.62 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 95.00 FEET; THENCE NORTHEASTERLY 78.68 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47° 27' 14"; THENCE NORTH 40° 27' 17" EAST 118.88 TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 95.00 FEET; THENCE NORTHEASTERLY 72.83 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43° 55' 27"; THENCE NORTH 84° 22' 44" EAST, 94.62 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 82.00 FEET; THENCE NORTHEASTERLY 88.86 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62° O5' 23"; THENCE NORTH 22° 17' 21" EAST 91.72 FEET TO BE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 103.00 FEET; THENCE NORTHEASTERLY 64.27 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35° 45' 00" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 97.11 FEET; THENCE EASTERLY AND SOUTHEASTERLY 76.62 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45° 12' 30"; THENCE SOUTH 76° 45' 09" EAST, 126.57 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 82.00 FEET; THENCE EASTERLY 70.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49° 35' 20"; THENCE NORTH 53° 39' 31" EAST, 52.99 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 82.00 FEET; THENCE NORTHEASTERLY 50.45 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35° 16' 06"; THENCE NORTH 18° 24' 25" EAST, 194.50 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 85.00 FEET; THENCE NORTHEASTERLY 36.43 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24° 33' 16" THENCE NORTH 42° 57' 41" EAST, 34.95 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 201.85

FEET; THENCE NORTHEASTERLY 150.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 37' 40" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 85.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF REVERSE CURVE BEARS SOUTH 89° 39' 59" EAST; THENCE NORTHEASTERLY 25.81 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 23' 48" THENCE NORTH 17° 43' 49" EAST, 159.33 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 82.00 FEET; THENCE NORTHEASTERLY 91.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63° 37' 10"; THENCE NORTH 81° 20' 59" EAST, 138.89 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 82.00 FEET; THENCE EASTERLY 18.45 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 53' 39"; THENCE NORTH 68° 27' 20" EAST, 88.57 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 82.00 FEET; THENCE NORTHEASTERLY 16.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 33' 30"; THENCE NORTH 56° 53' 50" EAST, 44.60 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 82.00 FEET; THENCE EASTERLY 40.82 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28° 31' 30"; THENCE NORTH 85° 25' 20" EAST, 19.00 FEET; THENCE DEPARTING FROM SAID CENTERLINE NORTH 17° 26' 06" EAST, 672.02 FEET TO A POINT ON THE NORTHERLY LINE OF EL MONTE ROAD; THENCE CONTINUING ALONG SAID LINE AS SHOWN IN RECORD OF SURVEY NO. 4171, FILED WITH THE COUNTY RECORDER IN SAID COUNTY AND STATE, NORTH 17° 26' 06" EAST, 390.24 FEET; THENCE CONTINUING ALONG SAID BOUNDARY OF SAID RECORD OF SURVEY NORTH 13 ° 16' 06" EAST, 46.13 FEET; THENCE NORTH 57° 36' 59" EAST, 676.35 FEET; THENCE NORTH 33° 04' 54" WEST, 0.91 FEET; THENCE NORTH 56° 23' 41" EAST, 736.68 FEET ACCORDING TO DEED RECORDED WITH THE OFFICE OF COUNTY RECORDER IN BOOK 1570, PAGE 149 AS RECORDED IN SAID COUNTY AND STATE; THENCE SOUTH 15° 07' 00" EAST, 545.25 FEET TO THE MOST NORTHWESTERLY CORNER OF LAND CONCAVE IN DOCUMENT NO. 152267 AS RECORDED IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY AND STATE; THENCE NORTH 61° 06' 00" EAST, 251.50 FEET; THENCE CONTINUING ALONG SAID BOUNDARY NORTH 74° 06' 00" EAST, 302.00 FEET; THENCE NORTH 45° 06' 00" EAST, 258.00 FEET; THENCE SOUTH 79° 24' 00" EAST, 76.00 FEET; THENCE NORTH 86° 06' 00" EAST, 387.00 FEET; THENCE 67° 24' 00" EAST, 88.00 FEET; THENCE LEAVING SAID BOUNDARY SOUTH 89° 14' 59" EAST, 407.25 FEET ALONG SAID BOUNDARY SOUTH 89° 24' 00" EAST, 58.00 FEET; THENCE SOUTH 69° 54' 00" EAST, 265.69 FEET; THENCE NORTH 16° 40' 00" WEST, 632.93 FEET TO THE MOST SOUTHWESTERLY CORNER OF LAND CONVEYED IN BOOK 1861, PAGE 102 OF DEEDS AS RECORDED IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY AND STATE; THENCE ALONG SAID BOUNDARY NORTH 71" 40' 00" EAST, 658.30 FEET; THENCE NORTH 68° 11' 00" EAST, 728.85 FEET; THENCE NORTH 54° 40' 00" EAST, 403.88 FEET; THENCE NORTH 37° 06' 52" EAST, 834.24 FEET TO THE MOST SOUTHWESTERLY CORNER OF LAND CONVEYED IN DOCUMENT NO. 52918 OF OFFICIAL RECORDS AS RECORDED IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY AND STATE; THENCE CONTINUING ALONG SAID BOUNDARY NORTH 52° 13' 58" WEST, 53.37 FEET; THENCE NORTH 37° 46' 02" EAST, 37.49 FEET; THENCE DEPARTING SAID LINE NORTH 35° 18' 40" WEST, 582.96 FEET; THENCE SOUTH 79° 20' 30" WEST, 46.67 FEET TO THE MOST SOUTHWESTERLY CORNER OF LAND CONVEYED IN BOOK 4986, PAGE 255 OF OFFICIAL RECORDS AS RECORDED IN THE OFFICE OF COUNTY RECORDER; THENCE CONTINUING ALONG SAID BOUNDARY NORTH 37° 13' 43" WEST, 576.81 FEET; THENCE SOUTH 86° 11' 32" WEST, 817.21 FEET; THENCE NORTH 85° 12' 58" WEST, 463.61 FEET; THENCE NORTH 77° 08' 38" WEST 174.82 FEET TO THE MOST SOUTHEASTERLY CORNER OF LAND CONVEYED IN BOOK 1971, PAGE 281188 OF OFFICIAL RECORDS AS RECORDED IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY AND STATE; THENCE ALONG SAID BOUNDARY SOUTH 72° 57' 01" WEST, 838.08 FEET; THENCE SOUTH 63° 00' 43" WEST, 62.79 FEET; THENCE NORTH 12° 30' 41" WEST, 30.98 FEET; THENCE SOUTH 63° 00' 43" WEST, 30.98 FEET; THENCE SOUTH 12° 30' 41" EAST, 1041. 01 FEET; THENCE NORTH 39° 29'00" WEST, 88.24 FEET TO THE MOST SOUTHEASTERLY CORNER OF LAND CONVEYED IN DOCUMENT NO. 83641 FILED IN THE OFFICE OF COUNTY RECORDER IN SAID COUNTY AND STATE; THENCE CONTINUING ALONG SAID BOUNDARY SOUTH 80° 35' 57" WEST, 150.00 FEET; THENCE NORTH 47° 56' 59" WEST, 553.30 FEET TO THE MOST SOUTHEASTERLY CORNER OF LAND CONVEYED IN DOCUMENT NO. 73944 FILED IN THE OFFICE OF COUNTY RECORDER IN SAID COUNTY AND STATE; THENCE ALONG SAID BOUNDARY SOUTH 88° 52' 32" WEST, 209.11 FEET TO THE MOST SOUTHEASTERLY CORNER OF LAND CONVEYED IN DOCUMENT NO. 73943 FILED IN THE OFFICE OF COUNTY RECORDER IN SAID COUNTY AND STATE; THENCE ALONG SAID BOUNDARY SOUTH 80° 00' 40" WEST, 348.24 FEET, THENCE NORTH 27° 41' 00" WEST, 100.00 FEET; THENCE LEAVING SAID BOUNDARY SOUTH 70° 50' 00" WEST; 165.21 FEET; THENCE ALONG THE NORTHERLY BOUNDARY AS CONVEYED IN BOOK 1570, PAGE 149 OF DEEDS FILED IN THE OFFICE OF COUNTY RECORDER IN SAID COUNTY AND STATE, SOUTH 64° 36' 00" WEST, 132.40 FEET; THENCE

SOUTH 63° 12' 00" WEST, 153.50 FEET; THENCE SOUTH 43° 32' 00" WEST 248.20 FEET; THENCE DEPARTING SAID BOUNDARY SOUTH 11° 21' 31" WEST 531.25 FEET; THENCE NORTH 27° 38' 16" WEST, 221.61 FEET; THENCE SOUTH 50° 28' 23" WEST, 893.37 FEET; THENCE SOUTH 59° 23' 19" WEST, 550.13 FEET; THENCE SOUTH 56° 22' 19" WEST, 922.10 FEET; THENCE SOUTH 61° 45' 14" WEST, 701.62 FEET; THENCE SOUTH 54° 52' 02" WEST, 288.92 FEET; THENCE SOUTH 51° 59' 25" WEST, 53.81 FEET; THENCE SOUTH 59° 09' 26" WEST, 150.63 FEET; THENCE SOUTH 46° 50' 46" WEST, 146.97 FEET; THENCE SOUTH 40° 20' 59" WEST, 457.12 FEET; THENCE SOUTH 30° 30' 42" WEST, 247.99 FEET; THENCE SOUTH 41° 12' 32" WEST, 250.71 FEET; THENCE SOUTH 23° 19' 03" WEST, 274.22 FEET; THENCE SOUTH 41° 19' 32" WEST, 156.31 FEET; THENCE SOUTH 74° 43' 24" WEST, 105.37 FEET; THENCE NORTH 85° 23' 47" WEST, 599.15 FEET; THENCE NORTH 78° 13' 22" WEST, 491.56 FEET TO THE MOST NORTHEASTERLY CORNER AS SHOWN ON RECORD OF SURVEY NO. 6856 FILED IN THE OFFICE OF THE COUNTY RECORDER MAY 9, 1967, IN SAID COUNTY AND STATE; THENCE ALONG THE SOUTHERLY SIDELINE OF WILLOW ROAD NORTH 78° 51' 07" WEST, 50.54 FEET; THENCE LEAVING SAID ROAD SOUTH 0° 08' 25" WEST, 171.70 FEET; THENCE NORTH 76° 32' 19" WEST, 3394.24 FEET TO A POINT ON THE SOUTHERLY SIDELINE OF WILLOW ROAD; THENCE SOUTH 13° 27' 41" WEST, 418.79 FEET TO A POINT ON THE NORTHERLY SIDELINE OF A 300.00 FOOT WIDE FLOWAGE EASEMENT AS SHOWN IN FILE 74, PAGE 282779, FILED WITH THE COUNTY RECORDER OF SAID COUNTY AND STATE; SAID POINT BEING THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 4150.00 FEET, A RADIAL LINE TO SAID BEGINNING OF COURSE BEARS NORTH 1° 54' 02" EAST; THENCE EASTERLY ALONG SAID NORTHERLY SIDELINE OF SAID FLOWAGE EASEMENT ALONG SAID CURVE 517.72 FEET THROUGH A CENTRAL ANGLE OF 7° 08' 52"; THENCE SOUTH 80° 57' 06" EAST, 1930.24 FEET ALONG SAID NORTHERLY SIDELINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 4771.72 FEET; THENCE EASTERLY ALONG SAID NORTHERLY SIDELINE OF SAID FLOWAGE EASEMENT ALONG SAID CURVE 232.26 FEET THROUGH A CENTRAL ANGLE OF 2° 47' 20" THENCE DEPARTING FROM SAID SIDELINE SOUTH 0° 09' 27" WEST 346.68 FEET TO THE MOST NORTHEASTERLY CORNER OF RECORD OF SURVEY 5457 AS RECORDED APRIL 29, 1960 OF MAPS IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY AND STATE; THENCE CONTINUING SOUTH 0° 09' 07" WEST, ALONG THE MOST EASTERLY LINE OF SAID RECORD OF SURVEY 5457, 1803.40 FEET TO A POINT ON THE NORTHERLY SIDELINE OF EL MONTE ROAD (FORMERLY JULIAN AVENUE) AS SHOWN ON ROAD SURVEY NO. 606 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND STATE; THENCE NORTH *48*° 12' 05" EAST, 1025.21 FEET ALONG THE NORTHERLY SIDELINE OF SAID EL MONTE ROAD TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 480.00 FEET; THENCE NORTHEASTERLY ALONG SAID NORTHERLY SIDELINE, ALONG SAID CURVE 46.54 FEET THROUGH A CENTRAL ANGLE OF 5 ° 33' 19" TO A POINT ON SAID RANCHO LINE WHICH BEARS SOUTH 0° 08' 25" WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID RANCHO LINE NORTH 0° 08' 25" EAST, 3.03 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION LYING SOUTHERLY OF THE NORTHERLY SIDELINE OF ELMONTE ROAD AS SHOWN ON ROAD SURVEY NO. 606 IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

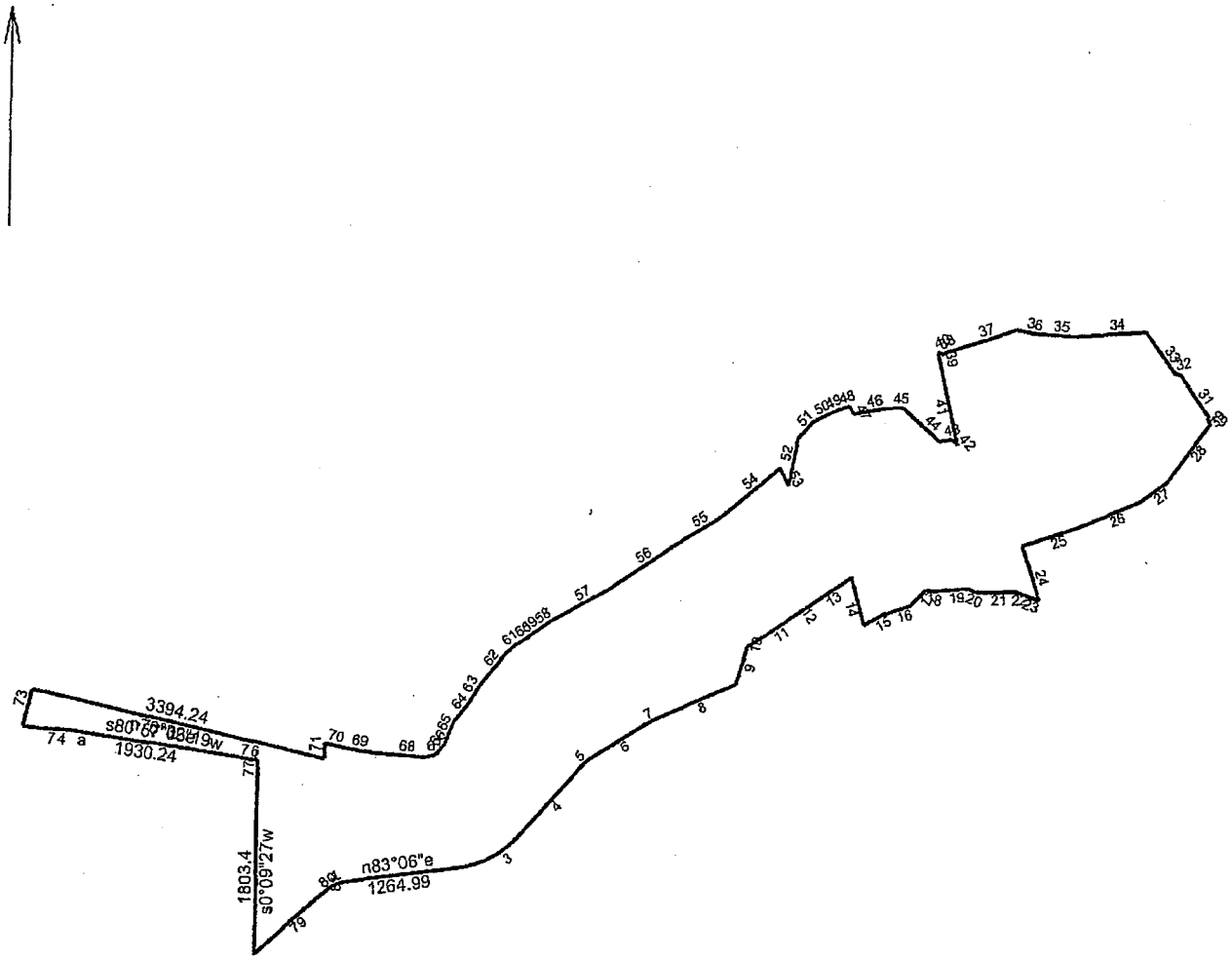
RESERVING THEREFROM AN EASEMENT AND-RIGHT-OF-WAY TOGETHER WITH THE RIGHT TO CONVEY SAME TO OTHERS FOR INGRESS AND EGRESS AND FOR THE CONSTRUCTION AND MAINTENANCE AND REPAIR OF ROAD, WATER, GAS, POWER, TELEPHONE, CABLE, AND APPURTENANCES THERETO, OVER, UNDER, ALONG AND ACROSS THAT PORTION OF LOT 105 AND TIMBER RESERVES IN THE EL CAJON VALLEY COMPANY'S LANDS OF MAP NO. 289; ALSO BEING A PORTION OF RECORD OF SURVEY NO. 5457 AND NO. 6856 AS FILED IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, WITHIN A STRIP OF LAND 20-FEET-WIDE LYING EASTERLY AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE WESTERLY BOUNDARY OF EL MONTE RANCHO, ACCORDING TO THE MAP THEREOF NO. 1146, FILED IN THE OFFICE OF COUNTY RECORDER, WITH THE NORTHWESTERLY SIDELINE OF COUNTY ROAD SURVEY NO. 606, KNOWN AS EL MONTE ROAD, SAID INTERSECTION BEING ON THE ARC OF A 480.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY SIDELINE OF EL MONTE ROAD AND DISTANT ALONG OF SAID CURVE 46.54 FEET THROUGH A CENTRAL ANGLE OF 5° 33' 19"; THENCE (TANGENT) TO SAID CURVE SOUTH *48*° 12' 05" WEST 953.51 FEET TO THE MOST WESTERLY LINE OF A

LEASE GRANTED TO NELSON AND SLOAN ON DECEMBER 18, 1991; THENCE ALONG SAID BOUNDARY NORTH 0° 09' 07" EAST 850.00 FEET; THENCE NORTH 89° 50' 53" WEST, 72.00 FEET TO THE MOST EASTERLY BOUNDARY OF SAID RECORD OF SURVEY NO. 5457 BEING ALSO THE MOST SOUTHERLY BOUNDARY OF SAID RECORD OF SURVEY NO. 6856 THENCE ALONG SAID BOUNDARY NORTH 0° 09' 07" EAST, 925.28 FEET (MORE OR LESS) TO THE SOUTHERLY INTERSECTION OF A 300.00 FOOT FLOWAGE EASEMENT GRANTED TO THE SAN DIEGO COUNTY FLOOD CONTROL DISTRICT AS RECORDED IN FILE NO_ 74-282779; SAID WESTERLY SIDELINE OF SAID EASEMENT SHALL BE SHORTENED SO AS TO TERMINATE AT THE SOUTHERLY BOUNDARY OF SAID FLOWAGE EASEMENT.

RESERVING THEREFROM AN EASEMENT AND RIGHT-OF-WAY FOR THE PURPOSE OF LAYING AND MAINTAINING UNDERGROUND WATER PIPELINES AND APPURTENANT STRUCTURES, OVER, UNDER, ALONG AND ACROSS THAT PORTION OF LOTS 90, 91, 105 AND PORTIONS OF TIMBER RESERVES OF EL CAJON COMPANY'S LAND, MAP NO. 289 FILED IN THE OFFICE OF COUNTY RECORDER IN THE COUNTY OF SAN DIEGO, IN THE STATE OF CALIFORNIA ALSO BEING A PART OF RECORD OF SURVEY NO. 6856 FILED IN SAID COUNTY AND STATE; TOGETHER WITH THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND REPLACE SAID PIPELINE(S), AND SAID STRIP SHALL ALSO BE FREE OF ANY PERMANENT STRUCTURES OR FIXED OBJECTS; NOR SHALL THE PLANTING OF ANY TREES BE ALLOWED ACROSS A STRIP OF LAND BEING 100.00 FEET WIDE, LYING 50.00 FEET ON EACH SIDE OF AN EXISTING 36 INCH WATERLINE BEING PERPENDICULAR TO THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE CENTERLINE INTERSECTION POINT OF ASHWOOD STREET AND WILLOW ROAD ACCORDING TO SAID RECORD OF SURVEY NO. 6856 AS RECORDED IN SAID OFFICE OF COUNTY RECORDER IN SAID COUNTY AND STATE, THENCE ALONG CENTERLINE OF ASHWOOD STREET SOUTH 13° 28' 09" WEST, 30.00 FEET; THENCE PARALLEL TO AND 10.00 FEET SOUTHERLY OF THE SOUTHERLY RIGHT-OF-WAY OF WILLOW ROAD BEING SOUTH 76° 32' 19" EAST, 1770.20 TO THE TRUE POINT OF BEGINNING; THE NORTHERLY TERMINUS OF EASEMENT SHALL ABUT THE SOUTHERLY RIGHT-OF-WAY OF WILLOW ROAD; THENCE CONTINUING SOUTH 76° 32' 19" EAST, 234.49 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, THENCE ALONG THE ARC 238.32 FEET THROUGH A CENTRAL ANGLE OF 68° 16' 20"; THENCE NORTH 8° 30'40" WEST TO AN INTERSECTION OF THE SOUTHERLY LINE OF LAND CONVEYED TO HELIX WATER DISTRICT (FORMERLY LA MESA, LEMON GROVE AND SPRING VALLEY IRRIGATION DISTRICT) PER RECORD OF SURVEY NO. 6856 RECORDED IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY AND STATE AND BEING ALSO RECORDED IN BOOK 1255, PAGE 324 OF DEEDS OF THE OFFICE OF COUNTY RECORDER OF SAID COUNTY AND STATE; THE SIDELINES OF SAID 100.00 FOOT STRIP BEING LENGTHENED OR SHORTENED TO TERMINATE ON SAID LINE WHICHBEARS SOUTH 83° 47' 26" WEST.



	6/2/2010
Scale: 1 inch= 2000 feet	File: EL MONTE GOLF COURSE PER LEGAL.ndp

Tract 1: 480.3666 Acres, Closure: n84.1042w 1.01 ft. (1/36372), Perimeter=36909 ft.

Tract Data and Deed Calls: File= EL MONTE GOLF COURSE PER LEGAL.ndp

Tract 01: 480.3666 Acres, Closure: n84.1042w 1.01 ft. (1/36372), Perimeter=36909 ft.

1: curve right radius 480 arc 247.3 delta 29.3111 tangent n53.4524e
2: n83.06e 1264.99
3: curve left radius 1070.00 delta 42.3645
4: n41.3621e 956.88
5: curve right radius 726.69 arc 224.07 delta 17.4000 tangent n40.2530e
6: n58.0530e 683.90
7: curve right radius 1030.00 delta 8.4230
8: n66.4800e 944.62
9: n17.2606e 390.24
10: n13.1606e 46.13
11: n57.3659e 676.35
12: n33.0457w 0.91
13: n56.2341e 736.68
14: s15.0700e 545.25
15: n61.0600e 251.5
16: n74.0600e 302.00
17: n45.0600e 258.00
18: s79.2400e 76.00
19: n86.0600e 387.00
20: s67.2400e 88.00
21: s89.1459e 407.25
22: s89.2400e 58.00
23: s69.5400e 265.69
24: n16.4000w 632.93
25: n71.4000e 658.30
26: n68.1100e 728.85
27: n54.4000e 403.88
28: n37.0652e 834.24
29: n52.1358w 53.37
30: n37.4602e 37.49
31: n35.1840w 582.96
32: s79.2030w 46.67
33: n37.1343w 576.81
34: s86.1132w 817.21
35: n85.1258w 463.61
36: n77.0838w 174.82
37: s72.5701w 838.08
38: s63.0043w 62.79
39: n12.3041w 30.98
40: s63.0043w 30.98
41: s12.3041e 1041.01
42: n39.2900w 88.24
43: s80.3557w 150.00
44: n47.5659w 553.30
45: s88.5232w 209.11
46: s80.0040w 348.24
47: n27.4100w 100.00
48: s70.5000w 165.21
49: s64.3600w 132.40
50: s63.1200w 153.50
51: s43.3200w 248.20
52: s11.2131w 531.25
53: n27.3816w 221.61
54: s50.2823w 893.37
55: s59.2319w 550.13
56: s56.2219w 922.10
57: s61.4514w 701.62
58: s54.5202w 288.92
59: s51.5925w 53.81

Tract Data and Deed Calls: File= EL MONTE GOLF COURSE PER LEGAL.ndp

60: s59.0926w 150.63
61: s46.5046w 146.97
62: s40.2059w 457.12
63: s30.3042w 247.99
64: s41.1232w 250.71
65: s23.1903w 274.22
66: s41.1932w 156.31
67: s74.4324w 105.37
68: n85.2347w 599.15
69: n78.1322w 491.56
70: n78.5107w 50.54
71: s0.0825w 171.70
72: n76.3219w 3394.24
73: s13.2741w 418.79
74: curve left radius 4150.00 arc 517.72 delta 007.0852 chord s84.0806e 517.39 ;a
75: s80.5706e 1930.24
76: curve right radius 4771.72 arc 232.26 delta 2.4720
77: s0.0927w 346.68
78: s0.0927w 1803.4
79: n48.1205e 1025.21
80: curve right radius 480.0 arc 46.54 delta 5.3319
81: n0.0825e 3.03

EXHIBIT B

Chicago Title Company

Commercial/Industrial Division,
2365 Northside Drive, Suite 500, San Diego, CA 92108 (619) 521-3400

Title Department:

Chicago Title Company
Attn: Zona Weekley
Email: Zona.Weekley@ctt.com
Phone: (619) 521-3492
Fax: (619) 521-3691
Order No.: 12210024-U21

Customer:

Helix Water District
Attn: Steve Geitz
Email: Steve.Geitz@helixwater.org
Phone: (619) 667-6268

PRELIMINARY REPORT (REVISED)

Property Address: El Monte Valley Site, Lakeside, CA

Dated as of: May 24, 2012 at 7:30 am

In response to the application for a policy of title insurance referenced herein, Chicago Title 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 herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said Policy forms.

The printed Exceptions and Exclusion from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Attachment One. 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 Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

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.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One 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.

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY

SCHEDULE A

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

   A Fee

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

   Helix Water District, a municipal corporation

3. The land referred to in this report is situated in the State of California, County of San Diego and is described in the Legal Description, attached hereto:

END OF SCHEDULE A

LEGAL DESCRIPTION

ALL THOSE PORTIONS OF LOTS 90, 93, 94, 96, 97, 98, 99, 105 AND A PORTION OF TIMBER RESERVE OF EL CAJON VALLEY COMPANY'S LANDS ACCORDING TO THE MAP THEREOF NO. 289 FILED DECEMBER 30, 1886, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA; TOGETHER WITH LOTS 68, 70, 71, 74, 75, 76, 77, AND 78 OF THE "S" TRACT OF RANCHO EL CAJON ACCORDING TO THE MAP THEREOF NO. 1146 FILED AUGUST 26, 1908, IN SAID COUNTY AND STATE; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER FOUR OF EL MONTE RANCHO AS SHOWN ON RECORD OF SURVEY MAP NO. 6664 FILED MARCH 10, 1966, IN SAID COUNTY AND STATE; AND SAID MAP NO. 1146; THENCE SOUTHERLY ON THE LINE BETWEEN CORNERS 4 AND 5 OF SAID EL MONTE RANCHO DISTANT THEREON SOUTH 0° 08' 25" WEST, 6527.19 FEET TO A POINT ON THE PROLONGATION OF THAT CERTAIN COURSE ON THE NORTHERLY SIDELINE OF EL MONTE ROAD BEING NORTH 48° 12' 05" EAST 1025.51 FEET AS SHOWN ON RECORD OF SURVEY MAP NO. 6856 FILED MAY 9, 1967, IN SAID COUNTY AND STATE; DISTANT ALONG THE EASTERLY PROLONGATION OF SAID COURSE NORTH 48° 12' 05" EAST 48.49 FEET. SAID POINT BEING **THE TRUE POINT OF BEGINNING;**

THENCE CONTINUING SOUTHERLY ALONG SAID RANCHO LINE SOUTH 0° 08' 25" WEST, 120.76 FEET AS SHOWN ON SAID MAP NO. 1146; THENCE SOUTH 81" 05' 35" EAST, 1788.38 FEET TO A POINT KNOWN AS CORNER "N" AS SHOWN ON RECORD OF SURVEY NO. 1829 FILED MAY 20, 1948, IN SAID COUNTY AND STATE; THENCE ALONG SAID RECORD OF SURVEY MAP NO. 6664; NORTH 37° 23' 40" EAST, 27.31 FEET; THENCE CONTINUING ALONG SAID BOUNDARY NORTH 55° 49' 45" EAST, 175.23; THENCE NORTH 78° 26' 56" EAST, 52.86 FEET; THENCE NORTH 77°11' 37" EAST, 215.75 FEET; THENCE NORTH 46° 47' 07" EAST, 225.29 FEET; THENCE NORTH 52° 17' 13" EAST, 110.41 FEET; THENCE NORTH 51° 24' 52" WEST, 11.61 FEET TO THE CENTERLINE OF A FLUME RIGHT-OF-WAY AS SHOWN ON SAID RECORD OF SURVEY MAP NO. 6664; SAID FLUME RIGHT-OF-WAY BEING A STRIP OF LAND 50 FEET WIDE LYING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE NORTH 45° 37' 51" EAST, 213.24 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY 57.62 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 30' 20"; THENCE NORTH 29° 07' 31" EAST, 168.55 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY 66.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19° 05' 30"; THENCE NORTH 48° 13' 01" EAST, 100.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 95.00 FEET; THENCE NORTHEAST 65.81 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39° 41' 30"; THENCE NORTH 87° 54' 31" EAST, 77.62 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 95.00 FEET; THENCE NORTHEASTERLY 78.68 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47° 27' 14"; THENCE NORTH 40° 27' 17" EAST 118.88 TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 95.00 FEET; THENCE NORTHEASTERLY 72.83 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43° 55' 27"; THENCE NORTH 84° 22' 44" EAST, 94.62 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 82.00 FEET; THENCE NORTHEASTERLY 88.86 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62° 05' 23"; THENCE NORTH 22° 17' 21" EAST 91.72 FEET TO BE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 103.00 FEET; THENCE NORTHEASTERLY 64.27 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35° 45' 00" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE

LEGAL DESCRIPTION
(continued)

SOUTH HAVING A RADIUS OF 97.11 FEET; THENCE EASTERLY AND SOUTHEASTERLY 76.62 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45° 12' 30"; THENCE SOUTH 76° 45' 09" EAST, 126.57 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 82.00 FEET; THENCE EASTERLY 70.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49° 35' 20"; THENCE NORTH 53° 39' 31" EAST, 52.99 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 82.00 FEET; THENCE NORTHEASTERLY 50.45 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35° 15' 06"; THENCE NORTH 18° 24' 25" EAST, 194.50 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 85.00 FEET; THENCE NORTHEASTERLY 36.43 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24° 33' 16" THENCE NORTH 42° 57' 41" EAST, 34.95 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 201.85 FEET; THENCE NORTHEASTERLY 150.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 37' 40" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 85.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF REVERSE CURVE BEARS SOUTH 89° 39' 59" EAST; THENCE NORTHEASTERLY 25.81 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 23' 48" THENCE NORTH 17° 43' 49" EAST, 159.33 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 82.00 FEET; THENCE NORTHEASTERLY 91.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63° 37' 10"; THENCE NORTH 81° 20' 59" EAST, 138.89 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 82.00 FEET; THENCE EASTERLY 18.45 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 53' 39"; THENCE NORTH 68° 27' 20" EAST, 88.57 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 82.00 FEET; THENCE NORTHEASTERLY 16.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 33' 30"; THENCE NORTH 56° 53' 50" EAST, 44.60 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 82.00 FEET; THENCE EASTERLY 40.82 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28° 31' 30"; THENCE NORTH 85° 25' 20" EAST, 19.00 FEET; THENCE DEPARTING FROM SAID CENTERLINE NORTH 17° 26' 06" EAST, 672.02 FEET TO A POINT ON THE NORTHERLY LINE OF EL MONTE ROAD;

THENCE CONTINUING ALONG SAID LINE AS SHOWN IN RECORD OF SURVEY NO. 4171, FILED WITH THE COUNTY RECORDER IN SAID COUNTY AND STATE; NORTH 17° 26' 06" EAST, 390.24 FEET; THENCE CONTINUING ALONG SAID BOUNDARY OF SAID RECORD OF SURVEY NORTH 13° 16' 06" EAST, 46.13 FEET; THENCE NORTH 57° 36' 59" EAST, 676.35 FEET; THENCE NORTH 33° 04' 54" WEST, 0.91 FEET; THENCE NORTH 56° 23' 41" EAST, 736.68 FEET ACCORDING TO DEED RECORDED WITH THE OFFICE OF COUNTY RECORDER IN BOOK 1570, PAGE 149 AS RECORDED IN SAID COUNTY AND STATE; THENCE SOUTH 15° 07' 00" EAST, 545.25 FEET TO THE MOST NORTHWESTERLY CORNER OF LAND CONVEYED IN DOCUMENT NO. 152267 AS RECORDED IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY AND STATE; THENCE NORTH 61° 06' 00" EAST, 251.50 FEET; THENCE CONTINUING ALONG SAID BOUNDARY NORTH 74° 06' 00" EAST, 302.00 FEET; THENCE NORTH 45° 06' 00" EAST, 258.00 FEET; THENCE SOUTH 79° 24' 00" EAST, 76.00 FEET; THENCE NORTH 86° 06' 00" EAST, 387.00 FEET; THENCE SOUTH 67° 24' 00" EAST, 88.00 FEET; THENCE SOUTH 43° 24' 00" EAST, 171.50 FEET; THENCE NORTH 67° 36' 00" EAST, 313.00 FEET; THENCE SOUTH 89° 24' 00" EAST, 58.00 FEET; THENCE SOUTH 69° 54' 00" EAST, 265.69 FEET; THENCE NORTH 16° 40' 00" WEST, 632.93 FEET TO THE MOST SOUTHWESTERLY CORNER OF LAND CONVEYED IN BOOK 1861, PAGE 102 OF DEEDS AS RECORDED IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY AND STATE; THENCE ALONG SAID BOUNDARY NORTH 71° 40' 00" EAST, 658.30 FEET; THENCE NORTH 68° 11' 00" EAST, 728.85 FEET; THENCE NORTH 54° 40' 00"

LEGAL DESCRIPTION
(continued)

EAST, 403.88 FEET; THENCE NORTH 37° 06' 52" EAST, 834.24 FEET TO THE MOST SOUTHWESTERLY CORNER OF LAND CONVEYED IN DOCUMENT NO. 52918 OF OFFICIAL RECORDS AS RECORDED IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY AND STATE; THENCE CONTINUING ALONG SAID BOUNDARY NORTH 52° 13' 58" WEST, 53.37 FEET; THENCE NORTH 37° 46' 02" EAST, 37.49 FEET; THENCE DEPARTING SAID LINE NORTH 35° 18' 40" WEST, 582.96 FEET; THENCE NORTH 38° 53' 59" EAST, 1832.23 FEET; THENCE NORTH 35° 37' 46" WEST, 56.21 FEET; THENCE NORTH 37° 05' 33" EAST, 381.18 FEET; THENCE NORTH 24° 56' 04" EAST, 258.43 FEET; THENCE NORTH 37° 58' 36" EAST, 20.88 FEET; THENCE NORTH 33° 40' 36" EAST, 185.22 FEET; THENCE NORTH 5° 19' 45" EAST, 173.58 FEET; THENCE NORTH 23°00' 33" WEST, 196.26 FEET; THENCE SOUTH 49° 06' 38" WEST, 900.48 FEET; THENCE SOUTH 0° 05' 01" WEST, 69.41 FEET; THENCE SOUTH 35° 29' 43" EAST, 242.49 FEET; THENCE SOUTH 31° 06' 12" WEST, 1969.57 FEET; THENCE NORTH 37° 13' 43" WEST, 576.81 FEET; THENCE SOUTH 86° 11' 32" WEST, 817.21 FEET; THENCE NORTH 85° 12' 58" WEST, 463.61 FEET; THENCE NORTH 77° 08' 38" WEST 174.82 FEET TO THE MOST SOUTHEASTERLY CORNER OF LAND CONVEYED IN BOOK 1971, PAGE 281188 OF OFFICIAL RECORDS AS RECORDED IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY AND STATE; THENCE ALONG SAID BOUNDARY SOUTH 72° 57' 01" WEST, 838.08 FEET; THENCE SOUTH 63° 00' 43" WEST, 62.79 FEET; THENCE NORTH 12° 30' 41" WEST, 30.99 FEET; THENCE SOUTH 63° 00' 43" WEST, 30.98 FEET; THENCE SOUTH 12° 30' 41" EAST, 1041. 01 FEET; THENCE NORTH 39° 29' 00" WEST, 88.24 FEET TO THE MOST SOUTHEASTERLY CORNER OF LAND CONVEYED IN DOCUMENT NO. 83641 FILED IN THE OFFICE OF COUNTY RECORDER IN SAID COUNTY AND STATE; THENCE CONTINUING ALONG SAID BOUNDARY SOUTH 80° 35' 57" WEST, 150.00 FEET; THENCE NORTH 47° 56' 59" WEST, 553.30 FEET TO THE MOST SOUTHEASTERLY CORNER OF LAND CONVEYED IN DOCUMENT NO. 73944 FILED IN THE OFFICE OF COUNTY RECORDER IN SAID COUNTY AND STATE; THENCE ALONG SAID BOUNDARY SOUTH 88° 52' 32" WEST, 209.11 FEET TO THE MOST SOUTHEASTERLY CORNER OF LAND CONVEYED IN DOCUMENT NO. 73943 FILED IN THE OFFICE OF COUNTY RECORDER IN SAID COUNTY AND STATE; THENCE ALONG SAID BOUNDARY SOUTH 80° 00' 40" WEST, 348.24 FEET, THENCE NORTH 27° 41' 00" WEST, 100.00 FEET; THENCE LEAVING SAID BOUNDARY SOUTH 70° 50' 00" WEST; 165.21 FEET; THENCE ALONG THE NORTHERLY BOUNDARY AS CONVEYED IN BOOK 1570, PAGE 149 OF DEEDS FILED IN THE OFFICE OF COUNTY RECORDER IN SAID COUNTY AND STATE, SOUTH 64° 36' 00" WEST, 132.40 FEET; THENCE SOUTH 63° 12' 00" WEST, 153.50 FEET; THENCE SOUTH 43° 32' 00" WEST 248.20 FEET; THENCE SOUTH 11° 21' 31" WEST 531.25 FEET; THENCE NORTH 27° 38' 16" WEST, 241.61 FEET; THENCE SOUTH 50° 08' 54" WEST, 895.90 FEET; THENCE NORTH 31° 51' 41" WEST, 200.00 FEET; THENCE SOUTH 58° 08' 19" WEST, 550.00 FEET; THENCE SOUTH 31° 51' 41" EAST, 200.00 FEET; THENCE SOUTH 56° 22' 19" WEST, 922.10 FEET; THENCE NORTH 52° 37' 41" WEST, 28.72 FEET; THENCE SOUTH 62° 28' 42" WEST, 692.31 FEET; THENCE SOUTH 52° 52' 54" WEST, 294.25 FEET; THENCE SOUTH 41° 03' 19' WEST, 52.23 FEET; THENCE SOUTH 65° 31' 19" WEST, 152.90 FEET; THENCE SOUTH 42° 31' 19" WEST, 130.82 FEET; THENCE NORTH 6.39 FEET TO THE INTERSECTION OF THE NORTHERLY LINE OF AN EXISTING EASEMENT NUMBER 2007-0402823, RECORDED JUNE 14, 2007 IN THE OFFICE OF SAID COUNTY AND SAID STATE; BEGINNING AT A POINT OF CUSP CONCAVE SOUTHEASTERLY HAVING A RADIAL BEARING OF NORTH 46° 01' 13" WEST; THENCE SOUTHWESTERLY 36.87 FEET ALONG SAID CURVE HAVING A RADIUS OF 735.00 FEET THROUGH A CENTRAL ANGLE OF 2° 53' 11"; THENCE SOUTH 41° 06' 20" WEST, 76.36 FEET; TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 2410.00 FEET; THENCE SOUTHWESTERLY 73.84 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1° 45' 20"; THENCE SOUTH 39° 21' 00" WEST, 75.75 FEET; THENCE SOUTH 40° 39' 12" WEST, 66.37 FEET; THENCE SOUTH 42° 26' 58" WEST, 47.36 FEET; THENCE

LEGAL DESCRIPTION
(continued)

SOUTH 40° 44' 12" WEST, 43.78 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1510.00 FEET; THENCE SOUTHWESTERLY 26.24 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 0° 59' 44"; TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 730.00 FEET; THENCE SOUTHWESTERLY 127.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9° 59' 06"; THENCE SOUTH 29° 45' 22" WEST, 115.53 FEET; TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 615.00 FEET; THENCE SOUTHWESTERLY 155.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14° 30' 51"; THENCE SOUTH 44° 16' 13" WEST, 63.52 FEET; TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 445.00 FEET; THENCE SOUTHWESTERLY 177.56 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 51' 43"; THENCE SOUTH 21° 24' 30" WEST, 151.91 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 290.00 FEET; THENCE SOUTHWESTERLY 137.34 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 08' 03"; THENCE SOUTH 48° 32' 33" WEST, 4.18 FEET; TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 165.00 FEET; THENCE SOUTHWESTERLY 87.89 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 31' 06"; TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 240.00 FEET; THENCE WESTERLY 62.27 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14° 52' 00"; TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 990.00 FEET; THENCE NORTHWESTERLY 33.59 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1° 56' 38"; THENCE NORTH 84° 07' 43" WEST, 74.46 FEET; THENCE NORTH 83° 51' 53" WEST, 47.78 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1010.00 FEET; THENCE NORTHWESTERLY 23.86 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1° 21' 13"; THENCE NORTH 85° 13' 06" WEST, 230.99 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1510.00 FEET; THENCE NORTHWESTERLY 105.10 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3° 59' 17"; THENCE NORTH 89° 12' 23" WEST, 9.71 FEET; TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 790.00 FEET; THENCE NORTHWESTERLY 147.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 40' 28"; THENCE NORTH 78° 31' 55" WEST, 128.41 FEET; THENCE NORTH 75° 56' 06" WEST, 262.14 FEET TO A POINT ON THE EL MONTE RANCHO LINE THAT BEARS SOUTH 0° 08' 25" WEST, 4892.36 FEET FROM CORNER NUMBER 4 AS SHOWN ON SAID RECORD OF SURVEY MAP NO. 6664; THENCE SOUTH 0° 08' 25" WEST, 26.40 FEET TO THE MOST NORTHEASTERLY CORNER AS SHOWN ON SAID RECORD OF SURVEY MAP NO. 6856; THENCE NORTH 78° 51' 07" WEST, 50.54 FEET; THENCE SOUTH 0° 08' 25" WEST, 171.90 FEET; THENCE NORTH 76° 32' 19" WEST, 3394.24 FEET TO A POINT ON THE SOUTHERLY SIDELINE OF WILLOW ROAD; THENCE SOUTH 13° 27' 41" WEST, 418.19 FEET TO A POINT ON THE NORTHERLY SIDELINE OF A 300.00 FOOT WIDE FLOWAGE EASEMENT AS SHOWN IN FILE 74, PAGE 282779, FILED WITH THE COUNTY RECORDER OF SAID COUNTY AND STATE; SAID POINT BEING THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 4150.00 FEET, A RADIAL LINE TO SAID BEGINNING OF COURSE BEARS NORTH 1° 53' 58" EAST; THENCE EASTERLY ALONG THE CURVE OF THE NORTHERLY SIDELINE OF SAID FLOWAGE EASEMENT 517.98 FEET THROUGH A CENTRAL ANGLE OF 7° 09 05"; THENCE SOUTH 80° 57' 06" EAST, 1930.24 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 4771.72 FEET; THENCE EASTERLY ALONG SAID CURVE 232.12 FEET THROUGH A CENTRAL ANGLE OF 2° 47' 14" THENCE DEPARTING FROM SAID SIDELINE SOUTH 0° 09' 27" WEST 346.79 FEET TO THE MOST NORTHEASTERLY CORNER OF RECORD OF SURVEY 5457 AS RECORDED APRIL 29, 1960, IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY AND STATE; THENCE

LEGAL DESCRIPTION
(continued)

CONTINUING SOUTH 0° 09' 07" WEST, ALONG THE MOST EASTERLY LINE OF SAID RECORD OF SURVEY 5457, 1803.40 FEET TO A POINT ON THE NORTHERLY SIDELINE OF EL MONTE ROAD (FORMERLY JULIAN AVENUE) AS SHOWN ON ROAD SURVEY NO. 606 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND STATE; THENCE NORTH 48° 12' 05" EAST, 1025.21 FEET ALONG THE NORTHERLY SIDELINE OF SAID EL MONTE ROAD TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 480.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 46.54 FEET THROUGH A CENTRAL ANGLE OF 5 ° 33' 19" TO A POINT ON SAID RANCHO LINE WHICH BEARS SOUTH 0° 08' 25" WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID RANCHO LINE NORTH 0° 08' 25" EAST, 3.03 FEET TO **THE TRUE POINT OF BEGINNING.**

EXCEPTING THEREFROM ANY PORTION LYING SOUTHERLY OF THE NORTHERLY SIDELINE OF EL MONTE ROAD AS SHOWN ON ROAD SURVEY NO. 606 IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID ROAD SURVEY NO. 606 WITH EL MONTE RANCHO THENCE NORTHERLY AND EASTERLY ALONG THE NORTHERLY LINE OF SAID RECORD OF SURVEY TO A POINT WHICH BEARS NORTH 17° 26' 06" EAST, 644.46 FEET FROM A POINT ON THE NORTHERLY SIDELINE OF THE EASTERLY TERMINUS OF THE CENTERLINE OF THE FLUME RIGHT OF WAY AS SHOWN ON SAID RECORD OF SURVEY MAP NO. 6664.

RESERVING THEREFROM AN EASEMENT AND-RIGHT-OF-WAY TOGETHER WITH THE RIGHT TO CONVEY SAME TO OTHERS FOR INGRESS AND EGRESS AND FOR THE CONSTRUCTION AND MAINTENANCE AND REPAIR OF ROAD, WATER, GAS, POWER, TELEPHONE, CABLE, AND APPURTENANCES THERETO, OVER, UNDER, ALONG AND ACROSS THAT PORTION OF LOT 105 AND TIMBER RESERVES IN THE EL CAJON VALLEY COMPANY'S LANDS OF MAP NO. 289 FILED DECEMBER 30, 1886, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA; ALSO BEING A PORTION OF RECORD OF SURVEY NO. 5457 AND RECORD OF SURVEY MAP NO. 6856 FILED MAY 9, 1967, IN SAID COUNTY AND STATE; WITHIN A STRIP OF LAND 30-FEET IN WIDTH LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF EL MONTE ROAD AS SHOWN ON ROAD SURVEY NO. 606 FILED IN SAID COUNTY AND STATE AND THE MOST EASTERLY POINT OF SAID RECORD OF SURVEY MAP NO. 6856; SAID INTERSECTION BEING ON THE ARC OF A 480.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE NORTH 0°08'25" EAST 3.03 FEET; THENCE SOUTH 48°12'05" WEST 48.49 FEET TO A POINT OF TANGENCY WITH THE NORTHERLY LINE OF EL MONTE ROAD; THENCE CONTINUING SOUTH 48°12'05" WEST 997.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SIDELINE OF EL MONTE ROAD NORTH 2°09'08" EAST 249.94 FEET; THENCE NORTH 1°20'17" WEST 386.33 FEET; THENCE NORTH 16°18'49" WEST 150.00 FEET; THENCE PERPENDICULAR TO AND 15.00 FEET EASTERLY OF THE MOST SOUTHERLY LINE OF SAID RECORD OF SURVEY MAP NO. 6856; NORTH 0°09'07" EAST 964.40 FEET TO THE SOUTHERLY INTERSECTION OF A 300.00 FOOT FLOWAGE EASEMENT GRANTED TO THE SAN DIEGO COUNTY FLOOD CONTROL DISTRICT AS RECORDED IN FILE NO. 74-282779 IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA; THENCE CONTINUING NORTH 0°09'07" EAST 20.00 FEET TO THE POINT OF TERMINATION.

LEGAL DESCRIPTION
(continued)

THE SIDELINES OF SAID 30.00 FOOT EASEMENT SHALL TERMINATE AT RIGHT ANGLES TO THE CENTERLINE OF THE POINT OF TERMINATION AND ALONG THE NORTHERLY SIDE LINE OF EL MONTE ROAD AS SHOWN ON ROAD SURVEY NO. 606.

RESERVING THEREFROM AN EASEMENT AND RIGHT-OF-WAY FOR THE PURPOSE OF LAYING AND MAINTAINING UNDERGROUND WATER PIPELINES AND APPURTENANT STRUCTURES; OVER, UNDER, ALONG AND ACROSS THAT PORTION OF LOTS 90, 91, 105 AND PORTIONS OF TIMBER RESERVES OF EL CAJON COMPANY'S LAND, MAP NO. 289 FILED DECEMBER 30, 1886, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA; ALSO BEING A PART OF RECORD OF SURVEY MAP NO. 6856 FILED MAY 9, 1967, IN SAID COUNTY AND STATE; TOGETHER WITH THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND REPLACE SAID PIPELINE(S), AND SAID STRIP SHALL ALSO BE FREE OF ANY PERMANENT STRUCTURES OR FIXED OBJECTS; NOR SHALL THE PLANTING OF ANY TREES BE ALLOWED ACROSS A STRIP OF LAND BEING 100.00 FEET WIDE, LYING 50.00 FEET ON EACH SIDE OF AN EXISTING 36 INCH WATERLINE BEING PERPENDICULAR TO THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE CENTERLINE INTERSECTION POINT OF ASHWOOD STREET AND WILLOW ROAD ACCORDING TO SAID RECORD OF SURVEY MAP NO. 6856; THENCE ALONG CENTERLINE OF ASHWOOD STREET SOUTH 13° 28' 09" WEST, 30.00 FEET; THENCE PARALLEL TO AND 10.00 FEET SOUTHERLY OF THE SOUTHERLY RIGHT-OF-WAY OF WILLOW ROAD BEING SOUTH 76° 32' 19" EAST, 1770.20 TO THE TRUE POINT OF BEGINNING; THE NORTHERLY TERMINUS OF EASEMENT SHALL ABUT THE SOUTHERLY RIGHT-OF-WAY OF WILLOW ROAD; THENCE CONTINUING SOUTH 76° 32' 19" EAST, 234.49 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, THENCE ALONG THE ARC 238.32 FEET THROUGH A CENTRAL ANGLE OF 68° 16' 20"; THENCE NORTH 8° 30'40" WEST TO AN INTERSECTION OF THE SOUTHERLY LINE OF LAND CONVEYED TO HELIX WATER DISTRICT (FORMERLY LA MESA, LEMON GROVE AND SPRING VALLEY IRRIGATION DISTRICT) PER SAID RECORD OF SURVEY MAP NO. 6856; AND BEING ALSO RECORDED IN BOOK 1255, PAGE 324 OF DEEDS OF THE OFFICE OF COUNTY RECORDER OF SAID COUNTY AND STATE; THE SIDELINES OF SAID 100.00 FOOT STRIP BEING LENGTHENED OR SHORTENED TO TERMINATE ON SAID LINE WHICH BEARS SOUTH 83° 47' 26" WEST.

FURTHER RESERVING THEREFROM NON-EXCLUSIVE ACCESS EASEMENTS TO HELIX WATER DISTRICT, "GRANTOR", TOGETHER WITH THE RIGHT TO GRANT SAID NON-EXCLUSIVE ACCESS EASEMENT RIGHTS TO OTHERS, FOR THE PURPOSE OF INGRESS AND EGRESS TO ACCESS PARCELS 1, 2, 3, AND 4, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ACCESS PARCEL 1

A STRIP OF LAND 20.00 FEET IN WIDTH LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT CORNER NO. 4 OF SAID RANCHO AS SHOWN ON RECORD OF SURVEY MAP NO. 6664 FILED MARCH 10, 1966, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA; THENCE ALONG THE WESTERLY LINE OF SAID

LEGAL DESCRIPTION
(continued)

RECORD OF SURVEY MAP NO. 6664 SOUTH 00°08'25" WEST 4902.62 FEET TO **THE TRUE POINT OF BEGINNING;**

THENCE LEAVING SAID WESTERLY LINE SOUTH 75°56'06" EAST 307.68 FEET TO THE BEGINNING OF A TANGENT 1000.00-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°16'17", A DISTANCE OF 231.63 FEET; THENCE SOUTH 89812'23" EAST 8.26 FEET TO THE BEGINNING OF A TANGENT 1500-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°59'17", A DISTANCE OF 104.41 FEET; THENCE SOUTH 85°13'06" EAST 230.99 FEET TO THE BEGINNING OF A TANGENT 1000.00-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°21'13", A DISTANCE OF 23.62 FEET; THENCE SOUTH 83°51'53" EAST 47.80 FEET; THENCE SOUTH 84°07'43" EAST 74.48 FEET TO THE BEGINNING OF A TANGENT 1000.00-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°56'38", A DISTANCE OF 33.93 FEET TO THE BEGINNING OF A TANGENT 250.00-FOOT RADIUS COMPOUND CURVE; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°52'00", A DISTANCE OF 64.87 FEET TO THE BEGINNING OF A TANGENT 175.00-FOOT RADIUS COMPOUND CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°31'06", A DISTANCE OF 93.21 FEET; THENCE NORTH 48°32'33" EAST 4.18 FEET TO THE BEGINNING OF A TANGENT 300.00-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°08'03", A DISTANCE OF 142.07 FEET; THENCE NORTH 21°24'30" EAST 151.91 FEET TO THE BEGINNING OF A TANGENT 435.00-FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°51'43", A DISTANCE OF 173.57 FEET; THENCE NORTH 44°16'13" EAST 63.52 FEET TO THE BEGINNING OF A TANGENT 625.00-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°30'51", A DISTANCE OF 158.32 FEET; THENCE NORTH 29°45'22" EAST 115.53 FEET TO THE BEGINNING OF A TANGENT 720.00-FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°59'06", A DISTANCE OF 125.48 FEET TO THE BEGINNING OF A TANGENT 1500.00-FOOT RADIUS COMPOUND CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°59'44", A DISTANCE OF 26.06 FEET; THENCE NORTH 40°44'12" EAST 43.63 FEET; THENCE NORTH 42°26'58" EAST 47.37 FEET; THENCE NORTH 40°39'12" EAST 66.64 FEET; THENCE NORTH 39°21'00" EAST 75.66 FEET TO THE BEGINNING OF A TANGENT 2400.00-FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°45'20", A DISTANCE OF 73.54 FEET; THENCE NORTH 41°06'20" EAST 76.36 FEET TO THE BEGINNING OF A TANGENT 725.00-FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°09'59", A DISTANCE OF 229.87 FEET TO THE BEGINNING OF A TANGENT 1300.00-FOOT RADIUS REVERSE CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°58'40", A DISTANCE OF 90.25 FEET; THENCE NORTH 55°17'39" EAST 77.98 FEET TO THE BEGINNING OF A TANGENT 500.00-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;

LEGAL DESCRIPTION
(continued)

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°03'29", A DISTANCE OF 35.41 FEET TO THE BEGINNING OF A TANGENT 1500.00-FOOT RADIUS REVERSE CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°27'34", A DISTANCE OF 116.75 FEET; THENCE NORTH 55°41'44" EAST 65.79 FEET TO THE BEGINNING OF A TANGENT 1350.00-FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°35'05", A DISTANCE OF 155.15 FEET; THENCE NORTH 62°16'49" EAST 173.14 FEET; THENCE NORTH 62°20'41" EAST 146.72 FEET; THENCE NORTH 62°05'53" EAST 232.94 FEET; SAID RESERVATION BEING ONLY 30.00 FOOT SOUTHERLY AND AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED LINE. THENCE CONTINUING TO THE BEGINNING OF A TANGENT 1250.00-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°24'28", A DISTANCE OF 139.80 FEET; THENCE NORTH 55°41'25" EAST 209.76 FEET; THENCE NORTH 56°26'37" EAST 125.83 FEET; THENCE NORTH 56°46'28" EAST 164.26 FEET; THENCE NORTH 56°10'45" EAST 53.96 FEET; THENCE NORTH 56°48'38" EAST 272.58 FEET; SAID RESERVATION BEING 10.00 FEET NORTHERLY AND 20.00 FEET SOUTHERLY AND AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED LINE. TO THE BEGINNING OF A TANGENT 500.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°47'44", A DISTANCE OF 129.12 FEET; SAID RESERVATION BEING THE CENTERLINE OF A 20.00 FOOT EASEMENT BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE; THENCE NORTH 71°36'21" EAST 98.74 FEET; THENCE NORTH 53°31'04" EAST 213.23 FEET; THENCE NORTH 53°24'30" EAST 301.29 FEET; THENCE NORTH 50°07'36" EAST 694.12 FEET TO **THE POINT OF TERMINATION.**

THE WESTERLY SIDELINE OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED TO TERMINATE IN THE WESTERLY LINE OF SAID RECORD OF SURVEY MAP NO. 6664.

ACCESS PARCEL 2

A STRIP OF LAND 20.00 FEET IN WIDTH LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A POINT DISTANT THEREON SOUTH 49°06'38" WEST 106.70 FEET FROM THE MOST NORTHEASTERLY CORNER OF RECORD OF SURVEY MAP NO. 6664 FILED MARCH 10, 1966, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA; ALSO BEING **THE TRUE POINT OF BEGINNING**; THENCE SOUTH 30°29'34" WEST 52.62 FEET; THENCE SOUTH 37°01'12" WEST 168.68 FEET; THENCE SOUTH 32°08'59" WEST 296.92 FEET; THENCE SOUTH 31°10'21" WEST 77.33 FEET; THENCE SOUTH 8°17'05" WEST 180.63 FEET; THENCE SOUTH 24°56'16" WEST 29.09 FEET; THENCE SOUTH 45°20'04" WEST 118.94 FEET; THENCE SOUTH 53°01'14" WEST 23.22 FEET TO **THE POINT OF TERMINATION** BEING DISTANT THERFROM SOUTH 31°06'12" WEST 16.14 FEET FROM THE SOUTHERLY CORNER OF SAID RECORD OF SURVEY MAP NO. 6664 HAVING A BEARING OF SOUTH 35°29'43" EAST 242.49 FEET.

THE SIDELINES OF SAID ACCESS PARCEL SHALL BE PROLONGED OR SHORTENED AS TO BEGIN ON THE EASTERLY LINE AND TERMINATE ON THE WESTERLY LINE OF LANDS CONTAINED WITHIN SAID RECORD OF SURVEY MAP NO. 6664.

LEGAL DESCRIPTION
(continued)

ACCESS PARCEL 3

A STRIP OF LAND 20.00 FEET IN WIDTH LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A POINT DISTANT THEREON SOUTH 49°06'38" WEST 26.54 FEET FROM THE MOST NORTHEASTERLY CORNER OF RECORD OF SURVEY MAP NO. 6664 FILED MARCH 10, 1966, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA; ALSO BEING **THE TRUE POINT OF BEGINNING**; THENCE SOUTH 13°34'52" WEST 593.08 FEET; THENCE SOUTH 17°56'20" WEST 81.82 FEET; THENCE SOUTH 3°19'15" EAST 43.52 FEET; THENCE SOUTH 33°07'34" EAST 40.83 FEET TO **THE POINT OF TERMINATION** BEING DISTANT THEREFROM NORTH 24°56'04" EAST 10.00 FEET FROM THE SOUTHERLY CORNER OF SAID RECORD OF SURVEY MAP NO. 6664 HAVING A BEARING OF NORTH 24°56'04" EAST 258.43 FEET.

THE SIDELINES OF SAID ACCESS PARCEL SHALL BE PROLONGED OR SHORTENED AS TO BEGIN ON THE NORTHERLY LINE AND TERMINATE ON THE SOUTHERLY LINE OF LANDS CONTAINED WITHIN SAID RECORD OF SURVEY MAP NO. 6664.

ACCESS PARCEL 4

ALL THOSE PORTIONS OF EL MONTE RANCHO, ACCORDING TO MAP THEREOF NO. 1146 FILED AUGUST 26, 1908, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA; AND RECORD OF SURVEY MAP NO. 6664 FILED MARCH 10, 1966, IN SAID COUNTY AND STATE; BEING ALSO PORTIONS OF LOTS 70, 76, 77 AND 80 OF THE "S" TRACT OF RANCHO EL CAJON, SAID MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 22.00 FEET IN WIDTH LYING 11.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A POINT DISTANT THEREFROM NORTH 69°31'02" WEST 23.30 FEET FROM THE SOUTHERLY CORNER OF SAID RECORD OF SURVEY MAP NO. 6664 HAVING A BEARING OF SOUTH 69°31'02" EAST 265.69 FEET AT THE SOUTHEASTERLY INTERSECTION OF EL MONTE ROAD AND DAIRY ROAD **BEING THE TRUE POINT OF BEGINNING**; THENCE NORTH 18°21'17" WEST 66.84 FEET; THENCE NORTH 15°48'14" WEST 352.41 FEET; THENCE NORTH 15°48'40" WEST 208.45 FEET; THENCE NORTH 10°29'40" WEST 215.64 FEET; THENCE NORTH 15°23'14" WEST 120.39 FEET; THENCE NORTH 17°10'14" WEST 206.78 FEET; THENCE NORTH 15°08'39" WEST 176.79 FEET; THENCE NORTH 17°07'54" WEST 130.69 FEET TO THE BEGINNING OF A TANGENT 220.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE ALONG THE ARC OF SAID CURVE NORTHERLY AND NORTHWESTERLY 219.64 FEET THROUGH A CENTRAL ANGLE OF 57°12'07"; THENCE NORTH 74°20'00" WEST 193.59 FEET TO THE BEGINNING OF A TANGENT 210.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE ALONG THE ARC OF SAID CURVE NORTHWESTERLY 231.69 FEET THROUGH A CENTRAL ANGLE OF 63°12'49"; THENCE NORTH 11°07'11" WEST 256.72 FEET; THENCE NORTH 12°10'50" WEST 226.85 FEET; THENCE

LEGAL DESCRIPTION
(continued)

NORTH 11°02'41" WEST 364.36 FEET; THENCE NORTH 15°25'12" WEST 44.30 FEET; THENCE NORTH 25°08'06" WEST 44.99 FEET; THENCE NORTH 12°17'25" WEST 43.27 FEET TO **THE POINT OF TERMINATION.**

THE SIDELINES OF SAID ACCESS PARCEL SHALL BE PROLONGED OR SHORTENED AS TO BEGIN ON THE NORTHERLY LINE AND TERMINATE ON THE SOUTHERLY LINE OF LANDS CONTAINED WITHIN SAID RECORD OF SURVEY MAP NO. 6664.

ALL EASEMENT RESERVATIONS DESCRIBED ABOVE, INCLUDING ACCESS EASEMENT PARCELS 1 THROUGH 4, ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS IN FAVOR OF GRANTOR, ITS SUCCESSORS AND ASSIGNS:

THE EASEMENTS ARE SUBJECT TO THE RIGHT OF THE GRANTOR AT ANY TIME TO ENTER UPON THE PROPERTIES OVER WHICH THE EASEMENTS ARE GRANTED FOR THE PURPOSE OF CONSTRUCTION, MAINTENANCE, REPAIR OR REPLACEMENT OF SUCH FACILITIES AS IT SHALL DEEM NECESSARY TO LOCATE THEREON OR THEREIN, IN CONDUCTING ITS OPERATIONS UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND FOR THE PURPOSE OF GAINING ACCESS TO SUCH OF ITS PROPERTIES AS ARE CONTIGUOUS TO OR ACCESSIBLE FROM THE EASEMENTS. SAID FACILITES INCLUDE, BUT ARE NOT LIMTED TO THE EXISTING "WELL 101" AND SUPPORT BUILDING, THE ADJACENT 32-INCH BLOW-OFF VALVE, AND ALL ASSOCIATED APURTENANCES;

THE GRANTOR SHALL NOT BE LIABLE FOR ANY EXPENSE IN THE CONSTRUCTION, UPKEEP OR MAINTENANCE OF ANY GRADING, PAVING, OILING OR SURFACING FOR DRIVEWAY OR ROADWAY OVER THE PROPERTY HEREIN GRANTED FOR USE, NOR SHALL GRANTORS BE REQUIRED TO REPAIR OR RECONSTRUCT ANY DRIVEWAYS OR ROADWAYS THAT MAY HEREAFTER BE CONSTRUCTED THEREON BY REASON OF EXCAVATION OR OTHER DAMAGE THERETO RESULTING FROM THE OPERATIONS OF THE GRANTOR IN THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR OR REPLACEMENT OF ITS WORKS WITHIN SAID PROPERTY;

THE GRANTEE SHALL INSTALL AND MAINTAIN IN GOOD REPAIR ANY NECESSARY OR REQUIRED FENCES OR GATES AT THE BOUNDARY OF THE EASEMENTS HEREIN GRANTED AT POINTS WHERE SAID EASEMENTS ARE INTERUPTED AND/OR CROSSED BY EXISTING FENCES OR GATES, AND AT POINTS WHERE THE LESSEES OF GRANTOR'S PROPERTIES CONTIGUOUS TO SAID GRANTED EASEMENTS REQUIRE SUCH FENCES OR GATES;

THE GRANTEE WAIVES ANY CLAIM FOR DAMAGES TO EITHER PERSONS OR PROPERTY BY REASON OF THE USE OF THE GRANTED EASEMENTS BY ANY PERSONS WHOMSOEVER, UNDER WHATEVER CONDITIONS SAID PERSONS MAY HAVE ENTERED UPON SAID EASEMENT PREMISES;

THE GRANTOR SHALL NOT BE RESPONSIBLE OR LIABLE TO THE GRANTEE OR TO ANY OTHER PERSON WHOMSOEVER FOR ANY DAMAGES RESULTING TO SUCH PERSON BY REASON OF EXCAVATION, CONSTRUCTION, MAINTENANCE OR REPAIR WORK DONE OR PERFORMED UPON ANY OF ITS FACILITIES WITHIN SAID GRANTED PROPERTY;

LEGAL DESCRIPTION
(continued)

ANY EASEMENT HEREIN GRANTED SHALL CEASE AND ITS TERMS BECOME NULL AND VOID IF AND WHEN THE PROPERTY TO WHICH IT IS APPURTENANT SHALL BE SERVED AT SOME POINT BY A PUBLICLY DEDICATED AND MAINTAINED ROAD;

THESE EASEMENT GRANTS AND EACH AND EVERY TERM AND CONDITION TO WHICH THEY ARE SUBJECT SHALL BE FOR THE BENEFIT OF AND EQUALLY BINDING UPON THE ASSIGNS AND SUCCESSORS OF BOTH PARTIES HERETO, TO THE SAME EXTENT AS UPON THE ORIGINAL PARTIES.

END OF LEGAL DESCRIPTION

ADDENDA TO PRELIMINARY REPORT OF MAY 24, 2012

CHICAGO TITLE COMPANY - ORDER NO. 12210024-U21

This addenda concerns corrections made to the legal description from the above-described Preliminary Title Report. The corrections DO NOT affect the metes and bounds of the parcel which is the subject of the Report.

This addenda corrects verbiage and legal description calls as follows:

Page 7, 2nd paragraph, 4th line – now reads: Record of Survey 606:

Corrected to: *Road Survey 606*

Page 9, 2nd paragraph, 1st line – now reads: ..... East 307.68 feet to the beginning of a tangent 1000.00 foot radius curve concave Northeasterly; thence Southeasterly along the arc of said curve through a central angle of 13°16'17", a distance of 231.63 feet; thence South 89812'23" East 8.26 feet ....

Corrected to: ..... East *259.92* feet*; thence South 78°31'55" East, 128.63 feet* to the beginning of a tangent *800.00* foot radius curve concave Northeasterly; thence Southeasterly along the arc of said curve through a central angle of *10°40'28"*, a distance of *149.04* feet; thence South 89°12'23" East *9.71* feet ....

SCHEDULE B

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

1. Taxes not assessed.

2. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Part 0.5, Chapter 3.5 or Part 2, Chapter 3, Articles 3 and 4 respectively (commencing with Section 75) of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.

3. Water rights, claims or title to water, whether or not shown by the public records.

4. The rights of the public in and to that portion of the herein described land lying within Road Survey 303.

5. The rights of the public in and to that portion of the herein described land lying within Road Survey 606 (El Monte Road).

6. The rights of the public in and to that portion of the herein described land lying within Willow Road.

7. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	San Diego Flume Company
Purpose:	flume
Recorded:	in Book 64, page 164, and Book 179, page 255 of Deeds
Affects:	The exact location and extent of said easement is not disclosed of record

8. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	San Diego Flume Company
Purpose:	pipe lines
Recorded:	in Book 195, page 60 of Deeds
Affects:	The exact location and extent of said easement is not disclosed of record

9. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	El Cajon Valley Company
Purpose:	pipe lines
Recorded:	in Book 236, page 238 of Deeds
Affects:	The exact location and extent of said easement is not disclosed of record

SCHEDULE B
(continued)

10. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	County of San Diego
Purpose:	a public highway
Recorded:	January 8, 1914 in Book 500, page 237 of Deeds
Affects:	Road Survey 303

11. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	San Diego Consolidated Gas & Electric Company
Purpose:	public utilities, ingress, egress
Recorded:	July 18, 1917 in Book 526, page 442 of Deeds
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

12. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	El Cajon Valley Company
Purpose:	pipelines
Recorded:	in Book 566, page 205 of Deeds
Affects:	The exact location and extent of said easement is not disclosed of record

13. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	San Diego Consolidated Gas & Electric Company, a corporation
Purpose:	using poles and cross-arms
Recorded:	in Book 710, page 220 of Deeds
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

14. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	San Diego Consolidated Gas & Electric Company, a corporation
Purpose:	using poles and cross-arms
Recorded:	in Book 712, page 389 of Deeds
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

15. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	San Diego Gas and Electric Company
Purpose:	public utilities, ingress, egress
Recorded:	June 14, 1916 in Book 714, page 94 of Deeds
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

SCHEDULE B
(continued)

16. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	County of San Diego
Purpose:	road purposes
Recorded:	March 2, 1920 in Book 751, page 96 of Deeds
Affects:	Road Survey 303

17. Restrictions and Reservations as contained in the Deed from El Monte Ranch Company, a corporation, to Charles O. Matthews and Eunice B. Matthews, recorded January 31, 1925 in Book 1069, page 138, of Deeds, for a right of way for a 20 foot road, also the right of ingress and egress over and across said property for an approach to any pumping plants that may be installed on adjoining property, provided that no damage shall accrue to growing crops belonging to the grantee.

18. The following recitals in the deed from El Monte Ranch Company to La Mesa, Lemon Grove and Spring Valley Irrigation District, recorded October 7, 1927 as Document No. 57879 in Book 1332, page 381 of Deeds, subject to a reservation for a right-of-way at least twenty feet in width for a road along or near the foot of the hill land on above described tract of land, on which the grantee is to pay all taxes; the right to develop and use on said premises only the water actually needed to be used thereon, and that no water which may be developed or pumped on said property shall be diverted or sold to any person, firm or corporation, and no such water shall be diverted or sold for use on any other land and no right-of-way shall be granted by the said party of the second part for a road, pipe-line or ditches to any person, firm or corporation excepting for use on said property.

19. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	San Diego Gas and Electric Company
Purpose:	public utilities, ingress, egress
Recorded:	January 11, 1928 in Book 1412, page 338 of Deeds
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

20. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	San Diego Gas and Electric Company
Purpose:	public utilities, ingress, egress
Recorded:	October 14, 1932 in Book 165, page 186 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

21. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	County of San Diego
Purpose:	public highway
Recorded:	June 7, 1935 in Book 395, page 493 of Official Records
Affects:	Road Survey 606

SCHEDULE B
(continued)

Said instrument additionally contains the privilege and right to extend drainage structures and excavation and embankment slopes beyond the limits where required for the construction and maintenance thereof

22. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	County of San Diego
Purpose:	public highway
Recorded:	September 7, 1935 in Book 423, page 426 of Official Records
Affects:	Road Survey 606

23. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	City of San Diego, a municipal corporation
Purpose:	a gauging station and meter house and power lines, water mains
Recorded:	April 15, 1936 in Book 488, page 319 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

24. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	Edna D. Betts
Purpose:	Flume
Recorded:	October 9, 1937 in Book 712, page 136 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

25. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	San Diego Gas and Electric Company
Purpose:	public utilities, ingress, egress
Recorded:	May 19, 1939 in Book 909, page 194 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

26. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	County of San Diego
Purpose:	public highway
Recorded:	August 21, 1940 as Instrument No. 42304 in Book 1063, page 251 of Official Records
Affects:	Road Survey 606

Said instrument additionally contains the privilege and right to extend drainage structures and excavation and embankment slopes beyond the limits where required for the construction and maintenance thereof

SCHEDULE B
(continued)

27. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	San Diego Gas and Electric Company
Purpose:	public utilities, ingress, egress
Recorded:	January 14, 1947 as Instrument No. 4062 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

28. A document subject to all the terms, provisions and conditions therein contained.

Entitled:	Agreement for Extension of Lease and Pumping Agreement
Recorded:	July 11, 1947 as Instrument No. 71106 of Official Records

Reference is hereby made to said document for full particulars.

29. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	San Diego Gas and Electric Company
Purpose:	public utilities, ingress, egress
Recorded:	July 16, 1947 as Instrument No. 72935 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

30. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	San Diego Gas and Electric Company
Purpose:	public utilities, ingress, egress
Recorded:	November 17, 1948 as Instrument No. 114750 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

31. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	Earl E. Smith and Wineva L. Smith, husband and wife as joint tenants
Purpose:	ingress and egress
Recorded:	October 8, 1951 as Instrument No. 122639 in Book 4257, page 389 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

SCHEDULE B
(continued)

32. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	San Diego Gas and Electric Company
Purpose:	public utilities, ingress, egress
Recorded:	December 14, 1951 as Instrument No. 152319 in Book 4320, page 252 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

33. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	El Cajon Valley Company's Lands
Purpose:	pipe line & water well
Recorded:	August 11, 1953 in Book 4950, page 503 of Official Records
Affects:	The exact location and extent of said easement is not disclosed of record

34. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	Earl E. Smith and Wineva L. Smith
Purpose:	ingress and egress and for moving livestock over through, along and across a portion of said El Monte Rancho
Recorded:	September 16, 1953 as Instrument No. 126273 in Book 4986, page 255 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

35. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	San Diego Gas and Electric Company
Purpose:	public utilities, ingress, egress
Recorded:	June 24, 1959 as Instrument No. 127844 in Book 7734, page 517 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

36. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	San Diego Gas and Electric Company
Purpose:	public utilities, ingress, egress
Recorded:	August 4, 1959 in Book 7807, page 524 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

SCHEDULE B
(continued)

37. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	San Diego Gas and Electric Company
Purpose:	public utilities, ingress, egress
Recorded:	August 10, 1959 as Instrument No. 161635 in Book 7817, page 311 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

38. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	James William Martin and James Wold Martin, joint tenants
Purpose:	road purposes
Recorded:	March 28, 1960 as Instrument No. 62789 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

39. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	County of San Diego
Purpose:	county highway
Recorded:	August 23, 1962 as Instrument No. 146182 of Official Records
Affects:	Road Survey 1650

Said instrument additionally contains the privilege and right to extend drainage structures and excavation and embankment slopes beyond the limits where required for the construction and maintenance thereof

40. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	The Lakeside Irrigation District
Purpose:	underground water pipeline
Recorded:	March 17, 1964 as Instrument No. 48799 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

41. The fact said land is shown on Record of Survey Map No. 6856, recorded May 9, 1967.

42. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	Gerrit C. Van Ownering and Gerry J. Van Ownering
Purpose:	road purposes as a means of ingress and egress
Recorded:	May 18, 1964 as Instrument No. 83640, of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

SCHEDULE B
(continued)

43. The fact said land is shown on Record of Survey Map No. 6664, recorded March 10, 1966.

44. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	Joy E. Jackman and Louise C. Jackman, husband and wife, as joint tenants
Purpose:	road purposes for ingress and egress
Recorded:	February 13, 1970 as Instrument No. 26425 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

45. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	Wineva L. Smith
Purpose:	road purposes for ingress and egress
Recorded:	December 3, 1971 as Instrument No. 281189 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

46. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	Wineva L. Smith
Purpose:	road purposes for ingress and egress
Recorded:	February 4, 1972 as Instrument No. 28811 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

47. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	San Diego Gas and Electric Company
Purpose:	public utilities, ingress, egress
Recorded:	May 16, 1972 as Instrument No. 123282 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

48. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	Erryl Sloan, Shera Sloan, Richard Sloan, Pamela Sloan and Dale Sloan
Purpose:	road purposes for ingress and egress
Recorded:	February 26, 1973 as Instrument No. 73-049443 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

SCHEDULE B
(continued)

49. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	San Diego County Flood Control District, Zone 2
Purpose:	flowage of waters
Recorded:	October 23, 1974 as Instrument No. 74-282779 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

50. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	San Diego Gas and Electric Company
Purpose:	public utilities, ingress, egress
Recorded:	February 11, 1975 as Instrument No. 75-032040 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

51. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	County of San Diego
Purpose:	county highway
Recorded:	July 15, 1975 as Instrument No. 75-182897 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

Said instrument additionally contains the privilege and right to extend drainage structures and excavation and embankment slopes beyond the limits where required for the construction and maintenance thereof

52. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	San Diego Municipal Water District
Purpose:	underground water pipeline or pipelines
Recorded:	January 28, 1977 as Instrument No. 77-034688 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

53. An Unrecorded Lease affecting the premises herein described, executed by and between the parties herein named, with certain terms, covenants, conditions and provisions set forth therein.

Lessor:	Helix Irrigation District
Lessee:	Dorothy Evans
Disclosed by:	Certificate of Compliance
Recorded:	May 13, 1977 as Instrument No.77-0184319 of Official Records

The present ownership of the Leasehold created by said Lease and other matters affecting the interest of the Lessee are not shown herein.

SCHEDULE B
(continued)

54. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	Delmar Nimmo and Margarete M. Nimmo
Purpose:	road purposes for ingress and egress
Recorded:	May 18, 1982 as Instrument No. 82-148903 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

55. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	San Diego Gas and Electric Company, a corporation
Purpose:	public utilities, ingress, egress
Recorded:	April 12, 1984 as Instrument No. 84-133607 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

56. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	San Diego Gas and Electric Company
Purpose:	public utilities, ingress, egress
Recorded:	September 21, 1984 as Instrument No. 84-358173 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

57. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	San Diego Gas and Electric Company
Purpose:	public utilities, ingress, egress
Recorded:	January 17, 1985 as Instrument No. 85-016052 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

58. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	Lawrence E. Rust and Charlotte M. Rust
Purpose:	road purposes
Recorded:	January 13, 1986 as Instrument No. 86-013229 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

SCHEDULE B
(continued)

59. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	Irene M. Hering Berkley, as trustee, or any successor trustee under declaration of trust dated October 1, 1980; Eugene Rudolph Hering, III, Sharon Irene Sawyer Dawn and Steven Watson Hering
Purpose:	the right to use, operate and maintain the existing water well
Recorded:	May 15, 1989 as Instrument No. 89-254175 of Official Records
Affects:	Portion of Lots 105 & 106

60. Fact said land is shown on Record of Survey Map No. 12225, recorded June 16, 1989.

61. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	San Diego Gas and Electric Company
Purpose:	public utilities, ingress, egress
Recorded:	November 17, 1989 as Instrument No. 89-626313 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

62. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	City of San Diego, a municipal corporation
Purpose:	to construct, reconstruct, maintain, operate and repair a cathodic protection station(s)
Recorded:	July 30, 1991 as Instrument No. 91-0376221 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

63. An Unrecorded Lease affecting the premises herein described, executed by and between the parties herein named, with certain terms, covenants, conditions and provisions set forth therein.

Lessor:	Helix Water District, a California Irrigation District
Lessee:	El Monte Canyon L.L.C., a California limited liability company
Disclosed by:	Memorandum of Lease
Recorded:	February 18, 1997 as Instrument No. 97-0072012 of Official Records

The present ownership of the Leasehold created by said Lease and other matters affecting the interest of the Lessee are not shown herein.

The terms, conditions, stipulations and disclosures contained in the document entitled "Assignment of Lease and Assumption and Consent Agreement, recorded May 18, 2004 as Instrument No. 2004-0451470 of Official Records.

SCHEDULE B
(continued)

Second Amendment to the First Amendment dated September 1, 2004 recorded on September 10, 2004 (Recordation #2004-0862740) to the Third Restated and Amended Lease Agreement dated January 23, 2004, recorded on May 14, 2004 (Recordation #2004-0451470) between Helix Water District and El Capitan Golf Club, LLC, Successor to El Monte Canyon, LLC, recorded February 15, 2006 as Instrument No. 2006-0110114 of Official Records.

Third Amendment to the Third Restated and Amended Lease Agreement recorded February 22, 2007 as Instrument No. 2007-0119827 of Official Records.

Fourth Amendment to the Third Restated and Amended Lease Agreement recorded September 11, 2007 as Instrument No. 2007-0598699 of Official Records.

Fifth Amendment to the Third Restated and Amended Lease Agreement recorded April 3, 2008 as Instrument No. 2008-0175170 of Official Records.

64. The fact that minerals, mineral rights, water, and water rights of every kind are excepted and reserved by the Helix Water District as set out in said memo of lease recorded February 18, 1997 as Instrument No. 97-0072012 of Official Records.

65. Easements for ingress and egress and for the construction and maintenance and repair of road, water, gas, power, telephone, cable, and appurtenances thereto, and also for the purpose of laying and maintaining underground water pipelines and appurtenant structures as reserved by the helix water district and set out in said memo of lease recorded February 18, 1997 as File No. 1997-0072012 of Official Records.

66. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	San Diego Gas and Electric Company, a corporation
Purpose:	public utilities, ingress, egress
Recorded:	January 29, 2001 as Instrument No. 2001-0048240 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

67. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	San Diego County Water Authority
Purpose:	Pipeline designed for the general purpose of transporting and distributing water, together with related appurtenant facilities right of unobstruct ingress and egress by a practical and reasonable route
Recorded:	May 2, 2002 as Instrument No. 2002-0373361 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

SCHEDULE B
(continued)

68. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	CoxCom, Inc., d/b/a Cox Communications San Diego
Purpose:	telecommunication facilities, together with the right of ingress thereto and egress thereto
Recorded:	December 12, 2002 as Instrument No. 2002-1130698 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

69. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	Catherine Gorka, Trustee of the Catherine Gorka, Family Trust
Purpose:	ingress and egress
Recorded:	June 14, 2007 as Instrument No. 2007-0402823 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

70. A document subject to all the terms, provisions and conditions therein contained.

Entitled:	Entitlement and Management Agreement for the El Monte Valley River Restoration Project by and between the Helix Water District, a California Irrigation District and El Capital Golf Club LLC
Recorded:	August 22, 2007 as Instrument No. 2007-0558511 of Official Records

Reference is hereby made to said document for full particulars.

71. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	San Diego Gas and Electric Company
Purpose:	public utilities, ingress, egress
Recorded:	May 8, 2008 as Instrument No. 2008-0248396 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

72. A document subject to all the terms, provisions and conditions therein contained.

Entitled:	Right of Entry Permit
Recorded:	June 18, 2009 as Instrument No. 2009-0332774 of Official Records

Reference is hereby made to said document for full particulars.

SCHEDULE B
(continued)

73. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	San Diego Gas and Electric Company
Purpose:	public utilities, ingress, egress
Recorded:	December 17, 2010 as Instrument No. 2010-0698642 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

74. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	San Diego Gas and Electric Company
Purpose:	public utilities, ingress, egress
Recorded:	December 17, 2010 as Instrument No. 2010-0698643 of Official Records
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

75. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said land that is satisfactory to this Company, and/or by inquiry of the parties in possession thereof.

This office must be notified at least 7 business days prior to the scheduled closing in order to arrange for an inspection of the land; upon completion of this inspection you will be notified of the removal of specific coverage exceptions and/or additional exceptions to coverage.

76. Any rights of parties in possession of said land, based on any unrecorded lease, or leases.

This Company will require a full copy of any unrecorded lease, together with all supplements, assignments, and amendments for review.

END OF SCHEDULE B

INFORMATIONAL NOTES

Note No. 1: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

Note No. 2: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the amount, if any, 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.

Note No. 3: The requirement for submission to this Company of a resolution of the governing body of **Helix Water District, a municipal corporation** authorizing the transaction for which this report has been requested together with a copy of such corporation's by laws. The resolution must designate the officers authorized to execute on the corporation's behalf.

GP

INFORMATIONAL NOTES
(continued)

ATTACHMENT ONE

PRIVACY STATEMENT

IMPORTANT INFORMATION:

For those of you receiving this report by electronic delivery the Privacy Statement and Exclusions From Coverage are linked to this report. Please review this information by selecting the link. For those of you who are receiving a hard copy of this report, a copy of this information has been submitted for your review.

CHICAGO TITLE INSURANCE COMPANY

Fidelity National Financial Group of Companies' Privacy Statement
July 1, 2001

We recognize and respect the privacy of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates or others;
- From our Internet web sites;
- From the public records maintained by government entities that we wither obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies

Our Policies Regarding The Protection Of The Confidentiality And Security Of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We may also disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when your direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right To Access Your Personal Information And Ability To Correct Errors Or Request Change Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Financial, Inc.
601 Riverside Drive
Jacksonville, FL 32204

Multiple Products or Services:

If we provide you with more than one financial product or service, you may receive more that one privacy notice from us. We apologize for any inconvenience this may cause you.

ATTACHMENT ONE

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

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

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

   This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

   This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
   - a notice of exercising the right appears in the public records on the Policy Date
   - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
   - that are created, allowed, or agreed to by you
   - that are known to you, but not to us, on the Policy Date – unless they appeared in the public records
   - that result in no loss to you
   - that first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
   - to any land outside the area specifically described and referred to in Item 3 of Schedule A

     OR
   - in streets, alleys, or waterways that touch your land

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

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

1. Any right, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.
3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.
4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

CALIFORNIA LAND TITLE ASSOCIATION 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.

SCHEDULE B, PART I EXCEPTIONS FROM COVERAGE

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 which are 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.

ATTACHMENT ONE
(CONTINUED)

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT-FORM 1 COVERAGE
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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.

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) 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 (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at 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.

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 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 statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.

7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

   (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or

   (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine or equitable subordination; or

   (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:

      (a) to timely record the instrument of transfer; or

      (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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) 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, which are 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.

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

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (i) the occupancy, use, or enjoyment of the Land;

   (ii) the character, dimensions, or location of any improvement erected on the Land;

   (iii) the subdivision of land; or

   (iv) environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

   (a) created, suffered, assumed, or agreed to by the Insured Claimant;

   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

   (c) resulting in no loss or damage to the Insured Claimant;

   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is

(a) a fraudulent conveyance or fraudulent transfer, or

(b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

EXCEPTIONS FROM COVERAGE

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;

(b) Proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.

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) 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 estate or interest insured by this policy.

4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

(i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or

(ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:

(a) to timely record the instrument of transfer; or

(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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) 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, which are 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.

ATTACHMENT ONE
(CONTINUED)

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 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

EXCEPTIONS FROM COVERAGE

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in 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 that 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.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
EXCLUSIONS

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

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

   This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

   This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
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 apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
   a. a notice of exercising the right appears in the Public Records at the Policy Date; or
   b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they appear 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.d, 22, 23, 24 or 25.
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 18.

ATTACHMENT ONE
(CONTINUED)

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 14, 15, 16 and 18, 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:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1.00% of Policy Amount or $ 2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 15:	1.00% of Policy Amount or $ 5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 16:	1.00% of Policy Amount or $ 5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 18:	1.00% of Policy Amount or $ 2,500.00 (whichever is less)	$ 5,000.00

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 areas 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. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise 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. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this 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) 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 (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or

   (e) resulting in loss or damage which 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 the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with 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, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.

6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.

7. 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 limit the coverage provided in Covered Risk 8.

8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:

   (a) The time of the advance; or

   (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.

9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies
CTC – Chicago Title Company

FNF Underwriters
CTIC – Chicago Title Insurance Co.

Available Discounts

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES
Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 - 36 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge within the following time period from the date of the report.

FEE REDUCTION SETTLEMENT PROGRAM
Eligible customers shall receive a $20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in The People of the State of California.

DISASTER LOANS
The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS
On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 32% to 50% of the appropriate title insurance rate, depending on the type of coverage selected.

SHORT TERM RATE
The Short Term Rate is a reduction of the charges shown in the Insurance Tables which is allowable only when the current order is placed within 60 months from the date of issuance of a prior CLTA or ALTA Form of Policy of any qualified title insurer and provided further that the grantor, borrower, lender, lessor or assignor is insured by or under the terms of a prior policy, or is the vested owner of the interest insured by said policy. The short term rate is 64% to 92% of the appropriate title insurance rate depending on the type of coverage selected.

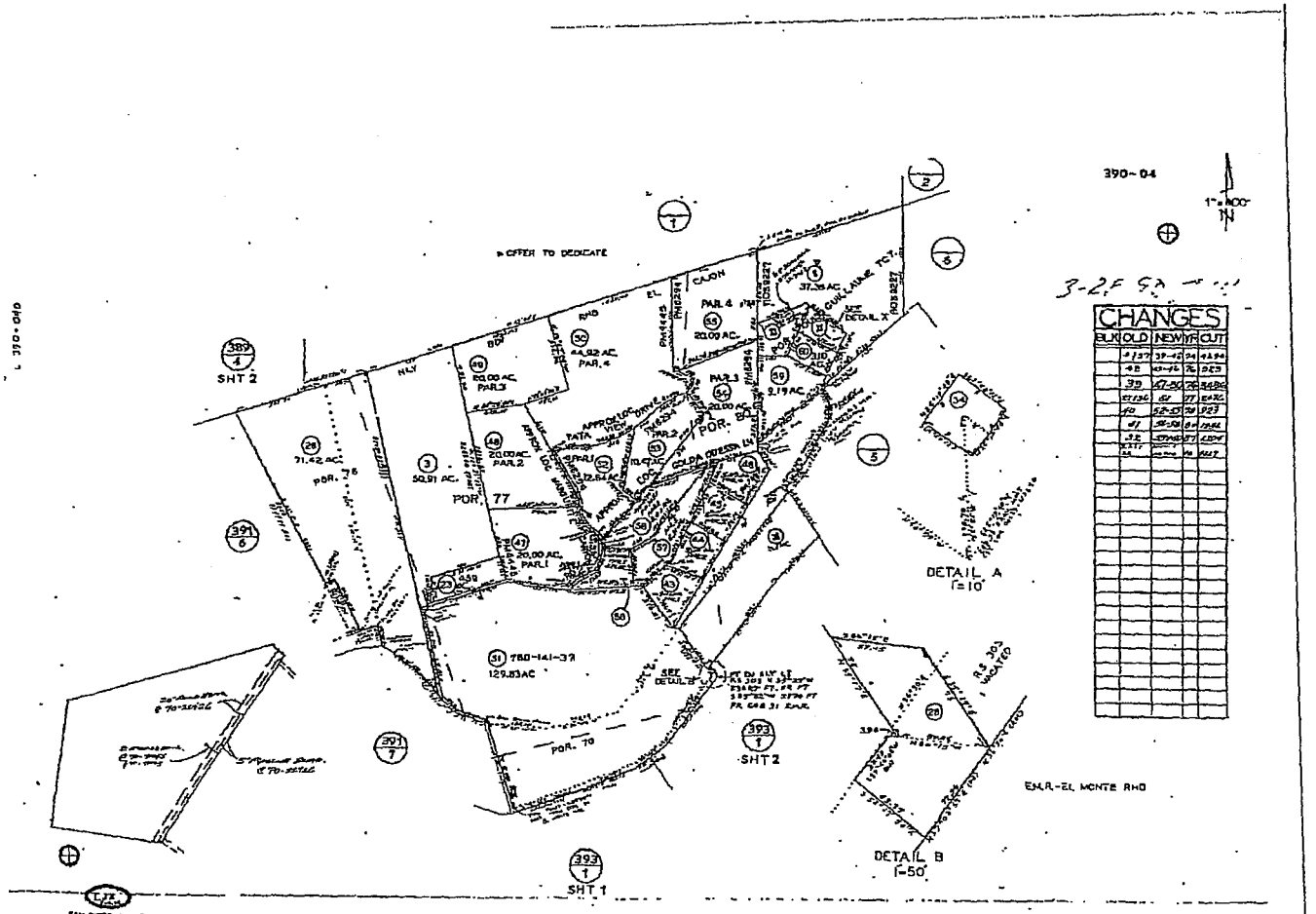
EMPLOYEE RATE
No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary or affiliated title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

You may be entitled to receive a $20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is subject of your current transaction, you must - prior to the close of the current transaction - inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company of the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you qualify for a discount which is subject to other terms and conditions.



CHANGES

BK	OLD	NEW	YR	CUT

EXHIBIT C

RIGHT-OF-ENTRY PERMIT

The HELIX WATER DISTRICT ("Owner"), hereby permits the EL CAPITAN GOLF CLUB, LLC and its contractors listed on the attached **Exhibit "A"** to enter upon Owner's property located in Lakeside, State of California ("Premises") , as further described on **Exhibit "B"** attached hereto and made a part hereof, subject to all licenses, easements, encumbrances, and claims of title affecting the Premises and upon the following terms and conditions:

1. Grant of Right-of-Entry. Owner hereby grants EL CAPITAN GOLF CLUB, LLC a right-of-entry ("Permit") over that portion of the Premise described as _____ _____ ("Permit Area") for the following uses only:

_____

_____

2. Term. This Permit shall become effective midnight on _____, _____, and will expire at midnight on _____, _____.

3. Indemnity. EL CAPITAN GOLF CLUB, LLC shall indemnify and hold harmless Owner, its agents, employees and any lessees or sublessees occupying the Premises, from and against all liability, cost, and expense for loss of or damage to property and for injuries to or death of any person (including, but not limited to, the property and employees of each party hereto) proximately caused by EL CAPITAN GOLF CLUB, LLC, its agents, employees, or invitees by reason of the uses authorized by this Permit, or from EL CAPITAN GOLF CLUB, LLC's breach of the provisions hereof except to the extent caused by the negligence or willful misconduct of Owner, its agents, employees, or invitees.

4. Compliance with Laws. In conducting its operations on the Premises, EL CAPITAN GOLF CLUB, LLC shall comply, at EL CAPITAN GOLF CLUB, LLC's expense, with all applicable laws, regulations, rules, and orders, regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and shall furnish satisfactory evidence of such compliance upon request of Owner.

5. Hazardous Materials. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Premises due to EL CAPITAN GOLF CLUB, LLC's use and occupancy thereof, EL CAPITAN GOLF CLUB, LLC, at its expense, shall be obligated to clean all the property affected thereby, whether owned or controlled by Owner or any third person, to the satisfaction of Owner (insofar as the property owned or controlled by Owner is concerned) and any governmental body having jurisdiction thereover. EL CAPITAN GOLF CLUB, LLC agrees to indemnify, hold harmless, and defend Owner against all liability, cost and expense (including, without limitation, any fines, penalties, judgments, litigation costs, and attorneys' fees) proximately caused to Owner as a result of EL CAPITAN GOLF CLUB, LLC's breach of this section or as a result of any such discharge, leakage, spillage, emission or

pollution; provided, however, that if such liability, cost or expense is caused or contributed to by the negligence, willful act or omission of Owner, its agents, lessees or sublessees, the parties shall each be responsible for their respective proportionate share of costs.

6. Agents. Any person, firm or corporation authorized to work upon the Premises by EL CAPITAN GOLF CLUB, LLC shall be deemed to be EL CAPITAN GOLF CLUB, LLC's agent and shall be subject to all applicable terms hereof.

7. Damage to Owner's Property. The subject property is part of a proposed ecological conservation area. In the event any of Owner's facilities are damaged as a result of EL CAPITAN GOLF CLUB, LLC's use of the Premises, EL CAPITAN GOLF CLUB, LLC shall reimburse Owner for any cost expended to repair or replace the habitat so damaged upon presentation of a bill therefor.

8. Condition of Premises. EL CAPITAN GOLF CLUB, LLC shall return the Premises to Owner upon the expiration of this Permit in a neat and orderly condition.

9. No Implied Easement. Nothing in this Permit shall be construed to grant EL CAPITAN GOLF CLUB, LLC an easement by implication, prescription, or any other operation of law or to extend the term of the Permit past its expiration date as stated herein.

10. Authority. Owner represents and warrants that it has full power and authority to execute and fully perform its obligations under this Permit pursuant to its governing instruments without the need for any further action, and that the person(s) executing this Permit on behalf of Owner are the duly designated agents of Owner and are authorized to do so, and that fee title to the Premises vests solely in Owner.

11. Entire Agreement. This Permit, together with any addenda, exhibits and riders attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

12. Modification. The provisions of this Permit may not be modified, except by a written instrument signed by both parties.

13. Insurance. Prior to entry onto the Permit Area, EL CAPITAN GOLF CLUB, LLC shall deliver to Owner a policy of public liability and property damage insurance, in which "Helix Water District, its elected officials, officers, representatives, agents and employees" are named as additional insured, has been secured in an amount of not less than One Million Dollars ($1,000,000) combined single limit liability with an occurrence claims form. The policy shall be kept in force for the duration of this Permit. A certificate of insurance shall be filed with Helix Water District's Right-of-Way Division prior to the Director of Engineering's sign off of this

Permit. EL CAPITAN GOLF CLUB, LLC may satisfy the insurance requirements set forth in this permit with self-insurance.

14. Permit Fee. Consideration to Owner for granting this Permit shall be Eight Hundred Fifty Dollars ($850) nonrefundable processing fee, plus recording fee, per Helix Water District 2012 Policies and Procedures Manual, Section 2.12-12(B) (3)a.

Owner and EL CAPITAN GOLF CLUB, LLC have executed this Permit effective as of _____, _____.

Permittee: Owner:

By: _____ By: _____

EXHIBIT D

Indian Wells
(760) 568-2611
Los Angeles
(213) 617-8100
Ontario
(909) 989-8584
Riverside
(951) 686-1450

BBK
BEST BEST & KRIEGER LLP
ATTORNEYS AT LAW

18101 Von Karman Avenue, Suite 1000, Irvine, CA 92612
Phone: (949) 263-2600 | Fax: (949) 260-0972 | www.bbklaw.com

Sacramento
(916) 325-4000
San Diego
(619) 525-1300
Walnut Creek
(925) 977-3300
Washington, DC
(202) 785-0600

Elizabeth Wagner Hull
(949) 263-2608
elizabeth.hull@bbklaw.com

July 22, 2014

Kevin McKernan, Executive Officer
San Diego River Conservancy
1350 Front Street, Suite 3024
San Diego, California 92101

Re: Notice of Right of First Refusal (Pub. Resources Code, § 32646)

Dear Mr. McKernan:

Helix Water District ("Helix") has executed a Settlement Agreement and an Option Agreement for the Purchase and Sale of Real Property and Escrow Instructions ("Option Agreement") with El Capitan Golf Club, LLC ("El Capitan"). Copies of both documents are included with this letter. The Option Agreement is for the sale of Helix property in the San Diego River Basin known as El Monte Valley ("Property"). The Option to Purchase runs through December 1, 2017. The Option Price is $9,000,000. There is an initial $1,000,000 payment being made immediately and $8 million due prior to closing the sale transaction. In addition, further consideration for Helix granting the Option to Purchase is the dismissal with prejudice of El Capitan's litigation against Helix, in which El Capitan claims damages in excess of $100,000,000, and El Capitan, as the new property owner, incurring responsibility for over $20,000,000 for cleanup and mitigation costs for the abandoned golf course work.

Because the Property is within the Conservancy's statutory jurisdiction stated in Public Resources Code section 32633, the Conservancy has a first right of refusal to acquire public lands suitable for park and open space within the Conservancy's jurisdiction when those lands become available. (Pub. Resources Code, § 32646.) In addition, Government Code section 54220 *et seq.* requires local agencies to provide property information to other local agencies responsible for low/moderate income housing, parks, open space, schools, transit development and enterprise zones when making a determination of surplus land and possible disposition.

Helix provides this letter to the Conservancy, along with copies of the Option Agreement and Settlement Agreement, in compliance with the Conservancy's statutory first right of refusal and for the sale of Surplus Lands. If the Conservancy intends to exercise its first right of refusal, Helix requires that the Conservancy provide written notice to Helix within sixty (60) days of the mailing of this letter. The purchase price is $9,000,000, plus a hold-harmless and indemnity agreement for El Capitan's litigation against Helix for all claims of damages and El Capitan incurring responsibility for over $20,000,000 for cleanup and mitigation costs for the abandoned golf course work.

In addition, notice of intent to dispose of Surplus Land must be provided in accordance with Government Code section 54222(f). Under the Surplus Land Statutes, an interested local agency desiring to purchase the Surplus Land has within sixty (60) days after receipt of the Notice of Intent to Sell the Land to inform Helix of its interest in purchasing the land. A separate Notice of Intent to Dispose of Surplus Land is also included with this letter, satisfying Government Code section 54220(f).

Correspondence of the Conservancy's exercise of first right of refusal and interest in the sale of Surplus Land can be sent to Carlos V. Lugo, General Manager, Helix Water District, 7811 University Avenue, La Mesa, California 91942-0427.

Sincerely,

Elizabeth Wagner Hull
Partner
for BEST BEST & KRIEGER LLP

EWH:nw

cc:

Enclosures

60076.00038\9106330.1

EXHIBIT E

INSERT ON DISTRICT LETTERHEAD

INSERT DATE

NOTICE OF AVAILABILITY OF PROPERTY

TO: [Public Agency]

Helix Water District ("District") is the owner of certain real property located within the boundaries of the District. The [SIZE OF PROPERTY] acre parcel of property is located at [ADDRESS OF PROPERTY] and is zoned for [INSERT ZONING DESIGNATION] purposes ("Property").

The District has executed a Settlement Agreement and an Option Agreement for the Purchase and Sale of Real Property and Escrow Instructions ("Option Agreement") with El Capitan Golf Club, LLC ("El Capitan") for the sale of the Property. Copies of both documents are included with this letter. The Option Price is $9,000,000. There is an initial $1,000,000 payment being made immediately and $8 million due prior to closing the sale transaction. In addition, further consideration for Helix granting the Option to Purchase is the dismissal with prejudice of El Capitan's litigation against Helix, in which El Capitan claims damages in excess of $100,000,000, and El Capitan, as the new property owner, incurring responsibility for over $20,000,000 for cleanup and mitigation costs for the abandoned golf course work. Prior to completing a sale pursuant to the above stated terms, the District must comply with requirements of Government Code Section 54220 et. seq. regarding the sale of surplus land.

The District intends to sell the above described Property in accordance with the applicable requirements of the California Government Code Section 54222. Consequently, the District is offering the Property to several authorities, including the [Public Agency], for [USE OF PROPERTY] purposes.

Should the [Public Agency] be interested in acquiring the Property, through purchase or exchange, for [USE OF PROPERTY] purposes, it must notify the District in writing of such interest within sixty (60) days after receipt of this notice. Such written notice should be sent to the attention of Carlos V. Lugo, General Manager, at the address shown above.

Nothing set forth in the notice shall be deemed to constitute an agreement to sell the Property, even if [Public Agency] expresses an interest in purchasing the Property.

Dated: _____, 2014

_____
Carlos V. Lugo, General Manager
Helix Water District

If your agency is not interested in purchasing the property, please sign below and return to Helix Water District, Attn: Carlos V. Lugo. This will help the District expedite the 60 day period and keep the process moving along.

By the signature affixed below, this agency is not interested in purchasing the property.

Print Name and Title: _____ Date: _____

Signature: _____ Agency: _____

EXHIBIT 2

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

EL CAPITAN GOLF CLUB, LLC, Plaintiff, v. HELIX WATER DISTRICT and DOES 1 through 50, inclusive, Defendants. AND RELATED CROSS ACTIONS.	Case No.: 37-2008-00098042-CU-BC-CTL **STIPULATION BETWEEN EL CAPITAN GOLF CLUB LLC AND HELIX WATER DISTRICT REGARDING POSSESSION OF EL MONTE VALLEY AND [PROPOSED] ORDER THEREON** Dept.: C-69 Judge: Hon. Katherine A. Bacal Complaint Filed: December 15, 2008 Trial Date: August 1, 2014

1. On February 1, 1997, Plaintiff El Capitan Golf Club LLC and Helix Water District entered into the original Golf Course Construction and Lease Agreement.

2. The original Golf Course Construction and Lease Agreement was amended as follows: Amended Lease dated September 27, 2000; 2nd Restated and Amended Lease dated February 7, 2001; 1st Amendment to 2nd Restated and Amended Lease dated December 31, 2002; 2nd Amendment to 2nd Restated and Amended Lease dated June 25, 2003; 3rd Restated and Amended Lease dated January 23, 2004; Assignment of Lease and Assumption and Consent Agreement dated April 28, 2004; 1st Amendment to 3rd Restated and Amended Lease dated August 20, 2004; 2nd Amendment to the 3rd Restated and Amended Lease dated February 1, 2006; 3rd Amendment to the 3rd Restated and Amended Lease dated February 7, 2007; 4th Amendment to the

3rd Restated and Amended Lease dated June 20, 2007; and 5th Amendment to the 3rd Restated and Amended Lease dated August 29, 2008.

3. The Golf Course Lease is for approximately 460 acres of property known as El Monte Valley and is owned by Helix, a public agency.

4. From February 1, 1997 to December 15, 2008, El Capitan maintained possession of the property.

5. On December 15, 2008, El Capitan gave notice to Helix of terminating its lease of the El Monte property and had no further possession of the property after that date.

IT IS SO STIPULATED

Dated: BEST BEST & KRIEGER LLP

By: _____
SCOTT C. SMITH, ESQ.
BRUCE W. BEACH, ESQ.
Attorneys for Defendant
HELIX WATER DISTRICT

Dated: THORSNES BARTOLOTTA McGUIRE LLP

By: _____
VINCENT J. BARTOLOTTA, JR., ESQ.
KAREN R. FROSTROM, ESQ.
Attorneys for Plaintiff
EL CAPITAN GOLF CLUB, LLC

Good cause having been found for an order on the stipulation set forth above,

IT IS SO ORDERED.

Dated:_____

_____
Judge of the San Diego Superior Court

EXHIBIT 3

Indian Wells
(760) 568-2611
Los Angeles
(213) 617-8100
Ontario
(909) 989-8584
Riverside
(951) 686-1450

BBK
BEST BEST & KRIEGER LLP
ATTORNEYS AT LAW

18101 Von Karman Avenue, Suite 1000, Irvine, CA 92612
Phone: (949) 263-2600 | Fax: (949) 260-0972 | www.bbklaw.com

Sacramento
(916) 325-4000
San Diego
(619) 525-1300
Walnut Creek
(925) 977-3300
Washington, DC
(202) 785-0600

Elizabeth Wagner Hull
(949) 263-2608
elizabeth.hull@bbklaw.com

July 22, 2014

Kevin McKernan, Executive Officer
San Diego River Conservancy
1350 Front Street, Suite 3024
San Diego, California 92101

Re: Notice of Right of First Refusal (Pub. Resources Code, § 32646)

Dear Mr. McKernan:

Helix Water District ("Helix") has executed a Settlement Agreement and an Option Agreement for the Purchase and Sale of Real Property and Escrow Instructions ("Option Agreement") with El Capitan Golf Club, LLC ("El Capitan"). Copies of both documents are included with this letter. The Option Agreement is for the sale of Helix property in the San Diego River Basin known as El Monte Valley ("Property"). The Option to Purchase runs through December 1, 2017. The Option Price is $9,000,000. There is an initial $1,000,000 payment being made immediately and $8 million due prior to closing the sale transaction. In addition, further consideration for Helix granting the Option to Purchase is the dismissal with prejudice of El Capitan's litigation against Helix, in which El Capitan claims damages in excess of $100,000,000, and El Capitan, as the new property owner, incurring responsibility for over $20,000,000 for cleanup and mitigation costs for the abandoned golf course work.

Because the Property is within the Conservancy's statutory jurisdiction stated in Public Resources Code section 32633, the Conservancy has a first right of refusal to acquire public lands suitable for park and open space within the Conservancy's jurisdiction when those lands become available. (Pub. Resources Code, § 32646.) In addition, Government Code section 54220 *et seq.* requires local agencies to provide property information to other local agencies responsible for low/moderate income housing, parks, open space, schools, transit development and enterprise zones when making a determination of surplus land and possible disposition.

Helix provides this letter to the Conservancy, along with copies of the Option Agreement and Settlement Agreement, in compliance with the Conservancy's statutory first right of refusal and for the sale of Surplus Lands. If the Conservancy intends to exercise its first right of refusal, Helix requires that the Conservancy provide written notice to Helix within sixty (60) days of the mailing of this letter. The purchase price is $9,000,000, plus a hold-harmless and indemnity agreement for El Capitan's litigation against Helix for all claims of damages and El Capitan incurring responsibility for over $20,000,000 for cleanup and mitigation costs for the abandoned golf course work.

In addition, notice of intent to dispose of Surplus Land must be provided in accordance with Government Code section 54222(f). Under the Surplus Land Statutes, an interested local agency desiring to purchase the Surplus Land has within sixty (60) days after receipt of the Notice of Intent to Sell the Land to inform Helix of its interest in purchasing the land. A separate Notice of Intent to Dispose of Surplus Land is also included with this letter, satisfying Government Code section 54220(f).

Correspondence of the Conservancy's exercise of first right of refusal and interest in the sale of Surplus Land can be sent to Carlos V. Lugo, General Manager, Helix Water District, 7811 University Avenue, La Mesa, California 91942-0427.

Sincerely,

Elizabeth Wagner Hull
Partner
for BEST BEST & KRIEGER LLP

EWH:nw

cc:

Enclosures

60076.00038\9106330.1

EXHIBIT 4

INSERT ON DISTRICT LETTERHEAD

INSERT DATE

NOTICE OF AVAILABILITY OF PROPERTY

TO: [Public Agency]

Helix Water District ("District") is the owner of certain real property located within the boundaries of the District. The [SIZE OF PROPERTY] acre parcel of property is located at [ADDRESS OF PROPERTY] and is zoned for [INSERT ZONING DESIGNATION] purposes ("Property").

The District has executed a Settlement Agreement and an Option Agreement for the Purchase and Sale of Real Property and Escrow Instructions ("Option Agreement") with El Capitan Golf Club, LLC ("El Capitan") for the sale of the Property. Copies of both documents are included with this letter. The Option Price is $9,000,000. There is an initial $1,000,000 payment being made immediately and $8 million due prior to closing the sale transaction. In addition, further consideration for Helix granting the Option to Purchase is the dismissal with prejudice of El Capitan's litigation against Helix, in which El Capitan claims damages in excess of $100,000,000, and El Capitan, as the new property owner, incurring responsibility for over $20,000,000 for cleanup and mitigation costs for the abandoned golf course work. Prior to completing a sale pursuant to the above stated terms, the District must comply with requirements of Government Code Section 54220 et. seq. regarding the sale of surplus land.

The District intends to sell the above described Property in accordance with the applicable requirements of the California Government Code Section 54222. Consequently, the District is offering the Property to several authorities, including the [Public Agency], for [USE OF PROPERTY] purposes.

Should the [Public Agency] be interested in acquiring the Property, through purchase or exchange, for [USE OF PROPERTY] purposes, it must notify the District in writing of such interest within sixty (60) days after receipt of this notice. Such written notice should be sent to the attention of Carlos V. Lugo, General Manager, at the address shown above.

Nothing set forth in the notice shall be deemed to constitute an agreement to sell the Property, even if [Public Agency] expresses an interest in purchasing the Property.

Dated: _____, 2014

_____
Carlos V. Lugo, General Manager
Helix Water District

If your agency is not interested in purchasing the property, please sign below and return to Helix Water District, Attn: Carlos V. Lugo. This will help the District expedite the 60 day period and keep the process moving along.

By the signature affixed below, this agency is not interested in purchasing the property.

Print Name and Title: _____ Date: _____

Signature: _____ Agency: _____

EXHIBIT 5

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Helix Water District
c/o Bruce W. Beach, Esq.
BEST BEST & KRIEGER LLP
655 West Broadway, 15th Floor
San Diego, California 92101

QUITCLAIM DEED

THE UNDERSIGNED DECLARES:

Documentary Transfer Tax is: $-0- (No Consideration/Intra-Family Conveyance)

Assessor's Parcel No. _____

EL CAPITAN GOLF CLUB, LLC, hereby quitclaims, remises and transfers all their right, title and interest, if any, to the property described in **Exhibit A**, attached hereto and incorporated herein, in the County of San Diego, State of California, to HELIX WATER DISTRICT, a public body, corporate and politic, exercising governmental functions and powers, and organized and existing pursuant to the Irrigation District Law of the State of California, Water Code sections 20500, *et seq.*

Dated: October _____, 2012

EL CAPITAN GOLF CLUB, LLC

By:_____

Its:_____

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On _____, 2012, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person 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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by that certain Quitclaim Deed dated _____, 2012 from EL CAPITAN GOLF CLUB, LLC, a California limited liability company, to the HELIX WATER DISTRICT, a public body, corporate and politic, exercising governmental functions and powers, and organized and existing pursuant to the Irrigation District Law of the State of California, Water Code sections 20500, *et seq.*, is hereby accepted by the undersigned officer or agent on behalf of the HELIX WATER DISTRICT pursuant to authority conferred by the HELIX WATER DISTRICT BOARD OF DIRECTORS on November ___, 2012, and HELIX WATER DISTRICT consents to recordation thereof by its duly authorized officer.

Dated:_____, 2012

HELIX WATER DISTRICT, a public body

By:_____
Carlos V. Lugo
General Manager

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On _____, 2012, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person 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

EXHIBIT A

SCHEDULE A

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

   A Fee

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

   Helix Water District, a municipal corporation

3. The land referred to in this report is situated in the State of California, County of San Diego and is described in the Legal Description, attached hereto:

END OF SCHEDULE A

LEGAL DESCRIPTION

ALL THOSE PORTIONS OF LOTS 90, 93, 94, 96, 97, 98, 99, 105 AND A PORTION OF TIMBER RESERVE OF EL CAJON VALLEY COMPANY'S LANDS ACCORDING TO THE MAP THEREOF NO. 289 FILED DECEMBER 30, 1886, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA; TOGETHER WITH LOTS 68, 70, 71, 74, 75, 76, 77, AND 78 OF THE "S" TRACT OF RANCHO EL CAJON ACCORDING TO THE MAP THEREOF NO. 1146 FILED AUGUST 26, 1908, IN SAID COUNTY AND STATE; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER FOUR OF EL MONTE RANCHO AS SHOWN ON RECORD OF SURVEY MAP NO. 6664 FILED MARCH 10, 1966, IN SAID COUNTY AND STATE; AND SAID MAP NO. 1146; THENCE SOUTHERLY ON THE LINE BETWEEN CORNERS 4 AND 5 OF SAID EL MONTE RANCHO DISTANT THEREON SOUTH 0° 08' 25" WEST, 6527.19 FEET TO A POINT ON THE PROLONGATION OF THAT CERTAIN COURSE ON THE NORTHERLY SIDELINE OF EL MONTE ROAD BEING NORTH 48° 12' 05" EAST 1025.51 FEET AS SHOWN ON RECORD OF SURVEY MAP NO. 6856 FILED MAY 9, 1967, IN SAID COUNTY AND STATE; DISTANT ALONG THE EASTERLY PROLONGATION OF SAID COURSE NORTH 48° 12' 05" EAST 48.49 FEET. SAID POINT BEING **THE TRUE POINT OF BEGINNING;**

THENCE CONTINUING SOUTHERLY ALONG SAID RANCHO LINE SOUTH 0° 08' 25" WEST, 120.76 FEET AS SHOWN ON SAID MAP NO. 1146; THENCE SOUTH 81" 05' 35" EAST, 1788.38 FEET TO A POINT KNOWN AS CORNER "N" AS SHOWN ON RECORD OF SURVEY NO. 1829 FILED MAY 20, 1948, IN SAID COUNTY AND STATE; THENCE ALONG SAID RECORD OF SURVEY MAP NO. 6664; NORTH 37° 23' 40" EAST, 27.31 FEET; THENCE CONTINUING ALONG SAID BOUNDARY NORTH 55° 49' 45" EAST, 175.23; THENCE NORTH 78° 26' 56" EAST, 52.86 FEET; THENCE NORTH 77°11' 37" EAST, 215.75 FEET; THENCE NORTH 46° 47' 07" EAST, 225.29 FEET; THENCE NORTH 52° 17' 13" EAST, 110.41 FEET; THENCE NORTH 51° 24' 52" WEST, 11.61 FEET TO THE CENTERLINE OF A FLUME RIGHT-OF-WAY AS SHOWN ON SAID RECORD OF SURVEY MAP NO. 6664; SAID FLUME RIGHT-OF-WAY BEING A STRIP OF LAND 50 FEET WIDE LYING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE NORTH 45° 37' 51" EAST, 213.24 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY 57.62 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 30' 20"; THENCE NORTH 29° 07' 31" EAST, 168.55 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY 66.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19° 05' 30"; THENCE NORTH 48° 13' 01" EAST, 100.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 95.00 FEET; THENCE NORTHEAST 65.81 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39° 41' 30"; THENCE NORTH 87° 54' 31" EAST, 77.62 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 95.00 FEET; THENCE NORTHEASTERLY 78.68 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47° 27' 14"; THENCE NORTH 40° 27' 17" EAST 118.88 TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 95.00 FEET; THENCE NORTHEASTERLY 72.83 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43° 55' 27"; THENCE NORTH 84° 22' 44" EAST, 94.62 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 82.00 FEET; THENCE NORTHEASTERLY 88.86 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62° 05' 23"; THENCE NORTH 22° 17' 21" EAST 91.72 FEET TO BE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 103.00 FEET; THENCE NORTHEASTERLY 64.27 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35° 45' 00" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE

LEGAL DESCRIPTION
(continued)

SOUTH HAVING A RADIUS OF 97.11 FEET; THENCE EASTERLY AND SOUTHEASTERLY 76.62 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45° 12' 30"; THENCE SOUTH 76° 45' 09" EAST, 126.57 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 82.00 FEET; THENCE EASTERLY 70.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49° 35' 20"; THENCE NORTH 53° 39' 31" EAST, 52.99 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 82.00 FEET; THENCE NORTHEASTERLY 50.45 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35° 15' 06"; THENCE NORTH 18° 24' 25" EAST, 194.50 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 85.00 FEET; THENCE NORTHEASTERLY 36.43 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24° 33' 16" THENCE NORTH 42° 57' 41" EAST, 34.95 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 201.85 FEET; THENCE NORTHEASTERLY 150.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 37' 40" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 85.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF REVERSE CURVE BEARS SOUTH 89° 39' 59" EAST; THENCE NORTHEASTERLY 25.81 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 23' 48" THENCE NORTH 17° 43' 49" EAST, 159.33 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 82.00 FEET; THENCE NORTHEASTERLY 91.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63° 37' 10"; THENCE NORTH 81° 20' 59" EAST, 138.89 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 82.00 FEET; THENCE EASTERLY 18.45 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 53' 39"; THENCE NORTH 68° 27' 20" EAST, 88.57 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 82.00 FEET; THENCE NORTHEASTERLY 16.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 33' 30"; THENCE NORTH 56° 53' 50" EAST, 44.60 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 82.00 FEET; THENCE EASTERLY 40.82 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28° 31' 30"; THENCE NORTH 85° 25' 20" EAST, 19.00 FEET; THENCE DEPARTING FROM SAID CENTERLINE NORTH 17° 26' 06" EAST, 672.02 FEET TO A POINT ON THE NORTHERLY LINE OF EL MONTE ROAD;

THENCE CONTINUING ALONG SAID LINE AS SHOWN IN RECORD OF SURVEY NO. 4171, FILED WITH THE COUNTY RECORDER IN SAID COUNTY AND STATE; NORTH 17° 26' 06" EAST, 390.24 FEET; THENCE CONTINUING ALONG SAID BOUNDARY OF SAID RECORD OF SURVEY NORTH 13° 16' 06" EAST, 46.13 FEET; THENCE NORTH 57° 36' 59" EAST, 676.35 FEET; THENCE NORTH 33° 04' 54" WEST, 0.91 FEET; THENCE NORTH 56° 23' 41" EAST, 736.68 FEET ACCORDING TO DEED RECORDED WITH THE OFFICE OF COUNTY RECORDER IN BOOK 1570, PAGE 149 AS RECORDED IN SAID COUNTY AND STATE; THENCE SOUTH 15° 07' 00" EAST, 545.25 FEET TO THE MOST NORTHWESTERLY CORNER OF LAND CONVEYED IN DOCUMENT NO. 152267 AS RECORDED IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY AND STATE; THENCE NORTH 61° 06' 00" EAST, 251.50 FEET; THENCE CONTINUING ALONG SAID BOUNDARY NORTH 74° 06' 00" EAST, 302.00 FEET; THENCE NORTH 45° 06' 00" EAST, 258.00 FEET; THENCE SOUTH 79° 24' 00" EAST, 76.00 FEET; THENCE NORTH 86° 06' 00" EAST, 387.00 FEET; THENCE SOUTH 67° 24' 00" EAST, 88.00 FEET; THENCE SOUTH 43° 24' 00" EAST, 171.50 FEET; THENCE NORTH 67° 36' 00" EAST, 313.00 FEET; THENCE SOUTH 89° 24' 00" EAST, 58.00 FEET; THENCE SOUTH 69° 54' 00" EAST, 265.69 FEET; THENCE NORTH 16° 40' 00" WEST, 632.93 FEET TO THE MOST SOUTHWESTERLY CORNER OF LAND CONVEYED IN BOOK 1861, PAGE 102 OF DEEDS AS RECORDED IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY AND STATE; THENCE ALONG SAID BOUNDARY NORTH 71° 40' 00" EAST, 658.30 FEET; THENCE NORTH 68° 11' 00" EAST, 728.85 FEET; THENCE NORTH 54° 40' 00"

LEGAL DESCRIPTION
(continued)

EAST, 403.88 FEET; THENCE NORTH 37° 06' 52" EAST, 834.24 FEET TO THE MOST SOUTHWESTERLY CORNER OF LAND CONVEYED IN DOCUMENT NO. 52918 OF OFFICIAL RECORDS AS RECORDED IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY AND STATE; THENCE CONTINUING ALONG SAID BOUNDARY NORTH 52° 13' 58" WEST, 53.37 FEET; THENCE NORTH 37° 46' 02" EAST, 37.49 FEET; THENCE DEPARTING SAID LINE NORTH 35° 18' 40" WEST, 582.96 FEET; THENCE NORTH 38° 53' 59" EAST, 1832.23 FEET; THENCE NORTH 35° 37' 46" WEST, 56.21 FEET; THENCE NORTH 37° 05' 33" EAST, 381.18 FEET; THENCE NORTH 24° 56' 04" EAST, 258.43 FEET; THENCE NORTH 37° 58' 36" EAST, 20.88 FEET; THENCE NORTH 33° 40' 36" EAST, 185.22 FEET; THENCE NORTH 5° 19' 45" EAST, 173.58 FEET; THENCE NORTH 23°00' 33" WEST, 196.26 FEET; THENCE SOUTH 49° 06' 38" WEST, 900.48 FEET; THENCE SOUTH 0° 05' 01" WEST, 69.41 FEET; THENCE SOUTH 35° 29' 43" EAST, 242.49 FEET; THENCE SOUTH 31° 06' 12" WEST, 1969.57 FEET; THENCE NORTH 37° 13' 43" WEST, 576.81 FEET; THENCE SOUTH 86° 11' 32" WEST, 817.21 FEET; THENCE NORTH 85° 12' 58" WEST, 463.61 FEET; THENCE NORTH 77° 08' 38" WEST 174.82 FEET TO THE MOST SOUTHEASTERLY CORNER OF LAND CONVEYED IN BOOK 1971, PAGE 281188 OF OFFICIAL RECORDS AS RECORDED IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY AND STATE; THENCE ALONG SAID BOUNDARY SOUTH 72° 57' 01" WEST, 838.08 FEET; THENCE SOUTH 63° 00' 43" WEST, 62.79 FEET; THENCE NORTH 12° 30' 41" WEST, 30.99 FEET; THENCE SOUTH 63° 00' 43" WEST, 30.98 FEET; THENCE SOUTH 12° 30' 41" EAST, 1041. 01 FEET; THENCE NORTH 39° 29' 00" WEST, 88.24 FEET TO THE MOST SOUTHEASTERLY CORNER OF LAND CONVEYED IN DOCUMENT NO. 83641 FILED IN THE OFFICE OF COUNTY RECORDER IN SAID COUNTY AND STATE; THENCE CONTINUING ALONG SAID BOUNDARY SOUTH 80° 35' 57" WEST, 150.00 FEET; THENCE NORTH 47° 56' 59" WEST, 553.30 FEET TO THE MOST SOUTHEASTERLY CORNER OF LAND CONVEYED IN DOCUMENT NO. 73944 FILED IN THE OFFICE OF COUNTY RECORDER IN SAID COUNTY AND STATE; THENCE ALONG SAID BOUNDARY SOUTH 88° 52' 32" WEST, 209.11 FEET TO THE MOST SOUTHEASTERLY CORNER OF LAND CONVEYED IN DOCUMENT NO. 73943 FILED IN THE OFFICE OF COUNTY RECORDER IN SAID COUNTY AND STATE; THENCE ALONG SAID BOUNDARY SOUTH 80° 00' 40" WEST, 348.24 FEET, THENCE NORTH 27° 41' 00" WEST, 100.00 FEET; THENCE LEAVING SAID BOUNDARY SOUTH 70° 50' 00" WEST; 165.21 FEET; THENCE ALONG THE NORTHERLY BOUNDARY AS CONVEYED IN BOOK 1570, PAGE 149 OF DEEDS FILED IN THE OFFICE OF COUNTY RECORDER IN SAID COUNTY AND STATE, SOUTH 64° 36' 00" WEST, 132.40 FEET; THENCE SOUTH 63° 12' 00" WEST, 153.50 FEET; THENCE SOUTH 43° 32' 00" WEST 248.20 FEET; THENCE SOUTH 11° 21' 31" WEST 531.25 FEET; THENCE NORTH 27° 38' 16" WEST, 241.61 FEET; THENCE SOUTH 50° 08' 54" WEST, 895.90 FEET; THENCE NORTH 31° 51' 41" WEST, 200.00 FEET; THENCE SOUTH 58° 08' 19" WEST, 550.00 FEET; THENCE SOUTH 31° 51' 41" EAST, 200.00 FEET; THENCE SOUTH 56° 22' 19" WEST, 922.10 FEET; THENCE NORTH 52° 37' 41" WEST, 28.72 FEET; THENCE SOUTH 62° 28' 42" WEST, 692.31 FEET; THENCE SOUTH 52° 52' 54" WEST, 294.25 FEET; THENCE SOUTH 41° 03' 19' WEST, 52.23 FEET; THENCE SOUTH 65° 31' 19" WEST, 152.90 FEET; THENCE SOUTH 42° 31' 19" WEST, 130.82 FEET; THENCE NORTH 6.39 FEET TO THE INTERSECTION OF THE NORTHERLY LINE OF AN EXISTING EASEMENT NUMBER 2007-0402823, RECORDED JUNE 14, 2007 IN THE OFFICE OF SAID COUNTY AND SAID STATE; BEGINNING AT A POINT OF CUSP CONCAVE SOUTHEASTERLY HAVING A RADIAL BEARING OF NORTH 46° 01' 13" WEST; THENCE SOUTHWESTERLY 36.87 FEET ALONG SAID CURVE HAVING A RADIUS OF 735.00 FEET THROUGH A CENTRAL ANGLE OF 2° 53' 11"; THENCE SOUTH 41° 06' 20" WEST, 76.36 FEET; TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 2410.00 FEET; THENCE SOUTHWESTERLY 73.84 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1° 45' 20"; THENCE SOUTH 39° 21' 00" WEST, 75.75 FEET; THENCE SOUTH 40° 39' 12" WEST, 66.37 FEET; THENCE SOUTH 42° 26' 58" WEST, 47.36 FEET; THENCE

LEGAL DESCRIPTION
(continued).

SOUTH 40° 44' 12" WEST, 43.78 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1510.00 FEET; THENCE SOUTHWESTERLY 26.24 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 0° 59' 44"; TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 730.00 FEET; THENCE SOUTHWESTERLY 127.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9° 59' 06"; THENCE SOUTH 29° 45' 22" WEST, 115.53 FEET; TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 615.00 FEET; THENCE SOUTHWESTERLY 155.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14° 30' 51"; THENCE SOUTH 44° 16' 13" WEST, 63.52 FEET; TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 445.00 FEET; THENCE SOUTHWESTERLY 177.56 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 51' 43"; THENCE SOUTH 21° 24' 30" WEST, 151.91 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 290.00 FEET; THENCE SOUTHWESTERLY 137.34 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 08' 03"; THENCE SOUTH 48° 32' 33" WEST, 4.18 FEET; TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 165.00 FEET; THENCE SOUTHWESTERLY 87.89 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 31' 06"; TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 240.00 FEET; THENCE WESTERLY 62.27 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14° 52' 00"; TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 990.00 FEET; THENCE NORTHWESTERLY 33.59 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1° 56' 38"; THENCE NORTH 84° 07' 43" WEST, 74.46 FEET; THENCE NORTH 83° 51' 53" WEST, 47.78 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1010.00 FEET; THENCE NORTHWESTERLY 23.86 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1° 21' 13"; THENCE NORTH 85° 13' 06" WEST, 230.99 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1510.00 FEET; THENCE NORTHWESTERLY 105.10 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3° 59' 17"; THENCE NORTH 89° 12' 23" WEST, 9.71 FEET; TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 790.00 FEET; THENCE NORTHWESTERLY 147.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 40' 28"; THENCE NORTH 78° 31' 55" WEST, 128.41 FEET; THENCE NORTH 75° 56' 06" WEST, 262.14 FEET TO A POINT ON THE EL MONTE RANCHO LINE THAT BEARS SOUTH 0° 08' 25" WEST, 4892.36 FEET FROM CORNER NUMBER 4 AS SHOWN ON SAID RECORD OF SURVEY MAP NO. 6664; THENCE SOUTH 0° 08' 25" WEST, 26.40 FEET TO THE MOST NORTHEASTERLY CORNER AS SHOWN ON SAID RECORD OF SURVEY MAP NO. 6856; THENCE NORTH 78° 51' 07" WEST, 50.54 FEET; THENCE SOUTH 0° 08' 25" WEST, 171.90 FEET; THENCE NORTH 76° 32' 19" WEST, 3394.24 FEET TO A POINT ON THE SOUTHERLY SIDELINE OF WILLOW ROAD; THENCE SOUTH 13° 27' 41" WEST, 418.19 FEET TO A POINT ON THE NORTHERLY SIDELINE OF A 300.00 FOOT WIDE FLOWAGE EASEMENT AS SHOWN IN FILE 74, PAGE 282779, FILED WITH THE COUNTY RECORDER OF SAID COUNTY AND STATE; SAID POINT BEING THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 4150.00 FEET, A RADIAL LINE TO SAID BEGINNING OF COURSE BEARS NORTH 1° 53' 58" EAST; THENCE EASTERLY ALONG THE CURVE OF THE NORTHERLY SIDELINE OF SAID FLOWAGE EASEMENT 517.98 FEET THROUGH A CENTRAL ANGLE OF 7° 09 05"; THENCE SOUTH 80° 57' 06" EAST, 1930.24 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 4771.72 FEET; THENCE EASTERLY ALONG SAID CURVE 232.12 FEET THROUGH A CENTRAL ANGLE OF 2° 47' 14" THENCE DEPARTING FROM SAID SIDELINE SOUTH 0° 09' 27" WEST 346.79 FEET TO THE MOST NORTHEASTERLY CORNER OF RECORD OF SURVEY 5457 AS RECORDED APRIL 29, 1960, IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY AND STATE; THENCE

LEGAL DESCRIPTION
(continued)

CONTINUING SOUTH 0° 09' 07" WEST, ALONG THE MOST EASTERLY LINE OF SAID RECORD OF SURVEY 5457, 1803.40 FEET TO A POINT ON THE NORTHERLY SIDELINE OF EL MONTE ROAD (FORMERLY JULIAN AVENUE) AS SHOWN ON ROAD SURVEY NO. 606 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND STATE; THENCE NORTH 48° 12' 05" EAST, 1025.21 FEET ALONG THE NORTHERLY SIDELINE OF SAID EL MONTE ROAD TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 480.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 46.54 FEET THROUGH A CENTRAL ANGLE OF 5 ° 33' 19" TO A POINT ON SAID RANCHO LINE WHICH BEARS SOUTH 0° 08' 25" WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID RANCHO LINE NORTH 0° 08' 25" EAST, 3.03 FEET TO **THE TRUE POINT OF BEGINNING.**

EXCEPTING THEREFROM ANY PORTION LYING SOUTHERLY OF THE NORTHERLY SIDELINE OF EL MONTE ROAD AS SHOWN ON ROAD SURVEY NO. 606 IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID ROAD SURVEY NO. 606 WITH EL MONTE RANCHO THENCE NORTHERLY AND EASTERLY ALONG THE NORTHERLY LINE OF SAID RECORD OF SURVEY TO A POINT WHICH BEARS NORTH 17° 26' 06" EAST, 644.46 FEET FROM A POINT ON THE NORTHERLY SIDELINE OF THE EASTERLY TERMINUS OF THE CENTERLINE OF THE FLUME RIGHT OF WAY AS SHOWN ON SAID RECORD OF SURVEY MAP NO. 6664.

RESERVING THEREFROM AN EASEMENT AND-RIGHT-OF-WAY TOGETHER WITH THE RIGHT TO CONVEY SAME TO OTHERS FOR INGRESS AND EGRESS AND FOR THE CONSTRUCTION AND MAINTENANCE AND REPAIR OF ROAD, WATER, GAS, POWER, TELEPHONE, CABLE, AND APPURTENANCES THERETO, OVER, UNDER, ALONG AND ACROSS THAT PORTION OF LOT 105 AND TIMBER RESERVES IN THE EL CAJON VALLEY COMPANY'S LANDS OF MAP NO. 289 FILED DECEMBER 30, 1886, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA; ALSO BEING A PORTION OF RECORD OF SURVEY NO. 5457 AND RECORD OF SURVEY MAP NO. 6856 FILED MAY 9, 1967, IN SAID COUNTY AND STATE; WITHIN A STRIP OF LAND 30-FEET IN WIDTH LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF EL MONTE ROAD AS SHOWN ON ROAD SURVEY NO. 606 FILED IN SAID COUNTY AND STATE AND THE MOST EASTERLY POINT OF SAID RECORD OF SURVEY MAP NO. 6856; SAID INTERSECTION BEING ON THE ARC OF A 480.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE NORTH 0°08'25" EAST 3.03 FEET; THENCE SOUTH 48°12'05" WEST 48.49 FEET TO A POINT OF TANGENCY WITH THE NORTHERLY LINE OF EL MONTE ROAD; THENCE CONTINUING SOUTH 48°12'05" WEST 997.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SIDELINE OF EL MONTE ROAD NORTH 2°09'08" EAST 249.94 FEET; THENCE NORTH 1°20'17" WEST 386.33 FEET; THENCE NORTH 16°18'49" WEST 150.00 FEET; THENCE PERPENDICULAR TO AND 15.00 FEET EASTERLY OF THE MOST SOUTHERLY LINE OF SAID RECORD OF SURVEY MAP NO. 6856; NORTH 0°09'07" EAST 964.40 FEET TO THE SOUTHERLY INTERSECTION OF A 300.00 FOOT FLOWAGE EASEMENT GRANTED TO THE SAN DIEGO COUNTY FLOOD CONTROL DISTRICT AS RECORDED IN FILE NO. 74-282779 IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA; THENCE CONTINUING NORTH 0°09'07" EAST 20.00 FEET TO THE POINT OF TERMINATION.

LEGAL DESCRIPTION
(continued)

THE SIDELINES OF SAID 30.00 FOOT EASEMENT SHALL TERMINATE AT RIGHT ANGLES TO THE CENTERLINE OF THE POINT OF TERMINATION AND ALONG THE NORTHERLY SIDE LINE OF EL MONTE ROAD AS SHOWN ON ROAD SURVEY NO. 606.

RESERVING THEREFROM AN EASEMENT AND RIGHT-OF-WAY FOR THE PURPOSE OF LAYING AND MAINTAINING UNDERGROUND WATER PIPELINES AND APPURTENANT STRUCTURES, OVER, UNDER, ALONG AND ACROSS THAT PORTION OF LOTS 90, 91, 105 AND PORTIONS OF TIMBER RESERVES OF EL CAJON COMPANY'S LAND, MAP NO. 289 FILED DECEMBER 30, 1886, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA; ALSO BEING A PART OF RECORD OF SURVEY MAP NO. 6856 FILED MAY 9, 1967, IN SAID COUNTY AND STATE; TOGETHER WITH THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND REPLACE SAID PIPELINE(S), AND SAID STRIP SHALL ALSO BE FREE OF ANY PERMANENT STRUCTURES OR FIXED OBJECTS; NOR SHALL THE PLANTING OF ANY TREES BE ALLOWED ACROSS A STRIP OF LAND BEING 100.00 FEET WIDE, LYING 50.00 FEET ON EACH SIDE OF AN EXISTING 36 INCH WATERLINE BEING PERPENDICULAR TO THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE CENTERLINE INTERSECTION POINT OF ASHWOOD STREET AND WILLOW ROAD ACCORDING TO SAID RECORD OF SURVEY MAP NO. 6856; THENCE ALONG CENTERLINE OF ASHWOOD STREET SOUTH 13° 28' 09" WEST, 30.00 FEET; THENCE PARALLEL TO AND 10.00 FEET SOUTHERLY OF THE SOUTHERLY RIGHT-OF-WAY OF WILLOW ROAD BEING SOUTH 76° 32' 19" EAST, 1770.20 TO THE TRUE POINT OF BEGINNING; THE NORTHERLY TERMINUS OF EASEMENT SHALL ABUT THE SOUTHERLY RIGHT-OF-WAY OF WILLOW ROAD; THENCE CONTINUING SOUTH 76° 32' 19" EAST, 234.49 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, THENCE ALONG THE ARC 238.32 FEET THROUGH A CENTRAL ANGLE OF 68° 16' 20"; THENCE NORTH 8° 30'40" WEST TO AN INTERSECTION OF THE SOUTHERLY LINE OF LAND CONVEYED TO HELIX WATER DISTRICT (FORMERLY LA MESA, LEMON GROVE AND SPRING VALLEY IRRIGATION DISTRICT) PER SAID RECORD OF SURVEY MAP NO. 6856; AND BEING ALSO RECORDED IN BOOK 1255, PAGE 324 OF DEEDS OF THE OFFICE OF COUNTY RECORDER OF SAID COUNTY AND STATE; THE SIDELINES OF SAID 100.00 FOOT STRIP BEING LENGTHENED OR SHORTENED TO TERMINATE ON SAID LINE WHICH BEARS SOUTH 83° 47' 26" WEST.

FURTHER RESERVING THEREFROM NON-EXCLUSIVE ACCESS EASEMENTS TO HELIX WATER DISTRICT, "GRANTOR", TOGETHER WITH THE RIGHT TO GRANT SAID NON-EXCLUSIVE ACCESS EASEMENT RIGHTS TO OTHERS, FOR THE PURPOSE OF INGRESS AND EGRESS TO ACCESS PARCELS 1, 2, 3, AND 4, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ACCESS PARCEL 1

A STRIP OF LAND 20.00 FEET IN WIDTH LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT CORNER NO. 4 OF SAID RANCHO AS SHOWN ON RECORD OF SURVEY MAP NO. 6664 FILED MARCH 10, 1966, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA; THENCE ALONG THE WESTERLY LINE OF SAID

LEGAL DESCRIPTION
(continued)

RECORD OF SURVEY MAP NO. 6664 SOUTH 00°08'25" WEST 4902.62 FEET TO **THE TRUE POINT OF BEGINNING;**

THENCE LEAVING SAID WESTERLY LINE SOUTH 75°56'06" EAST 307.68 FEET TO THE BEGINNING OF A TANGENT 1000.00-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°16'17", A DISTANCE OF 231.63 FEET; THENCE SOUTH 89812'23" EAST 8.26 FEET TO THE BEGINNING OF A TANGENT 1500-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°59'17", A DISTANCE OF 104.41 FEET; THENCE SOUTH 85°13'06" EAST 230.99 FEET TO THE BEGINNING OF A TANGENT 1000.00-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°21'13", A DISTANCE OF 23.62 FEET; THENCE SOUTH 83°51'53" EAST 47.80 FEET; THENCE SOUTH 84°07'43" EAST 74.48 FEET TO THE BEGINNING OF A TANGENT 1000.00-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°56'38", A DISTANCE OF 33.93 FEET TO THE BEGINNING OF A TANGENT 250.00-FOOT RADIUS COMPOUND CURVE; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°52'00", A DISTANCE OF 64.87 FEET TO THE BEGINNING OF A TANGENT 175.00-FOOT RADIUS COMPOUND CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°31'06", A DISTANCE OF 93.21 FEET; THENCE NORTH 48°32'33" EAST 4.18 FEET TO THE BEGINNING OF A TANGENT 300.00-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°08'03", A DISTANCE OF 142.07 FEET; THENCE NORTH 21°24'30" EAST 151.91 FEET TO THE BEGINNING OF A TANGENT 435.00-FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°51'43", A DISTANCE OF 173.57 FEET; THENCE NORTH 44°16'13" EAST 63.52 FEET TO THE BEGINNING OF A TANGENT 625.00-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°30'51", A DISTANCE OF 158.32 FEET; THENCE NORTH 29°45'22" EAST 115.53 FEET TO THE BEGINNING OF A TANGENT 720.00-FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°59'06", A DISTANCE OF 125.48 FEET TO THE BEGINNING OF A TANGENT 1500.00-FOOT RADIUS COMPOUND CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°59'44", A DISTANCE OF 26.06 FEET; THENCE NORTH 40°44'12" EAST 43.63 FEET; THENCE NORTH 42°26'58" EAST 47.37 FEET; THENCE NORTH 40°39'12" EAST 66.64 FEET; THENCE NORTH 39°21'00" EAST 75.66 FEET TO THE BEGINNING OF A TANGENT 2400.00-FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°45'20", A DISTANCE OF 73.54 FEET; THENCE NORTH 41°06'20" EAST 76.36 FEET TO THE BEGINNING OF A TANGENT 725.00-FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°09'59", A DISTANCE OF 229.87 FEET TO THE BEGINNING OF A TANGENT 1300.00-FOOT RADIUS REVERSE CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°58'40", A DISTANCE OF 90.25 FEET; THENCE NORTH 55°17'39" EAST 77.98 FEET TO THE BEGINNING OF A TANGENT 500.00-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;

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(continued)

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°03'29", A DISTANCE OF 35.41 FEET TO THE BEGINNING OF A TANGENT 1500.00-FOOT RADIUS REVERSE CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°27'34", A DISTANCE OF 116.75 FEET; THENCE NORTH 55°41'44" EAST 65.79 FEET TO THE BEGINNING OF A TANGENT 1350.00-FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°35'05", A DISTANCE OF 155.15 FEET; THENCE NORTH 62°16'49" EAST 173.14 FEET; THENCE NORTH 62°20'41" EAST 146.72 FEET; THENCE NORTH 62°05'53" EAST 232.94 FEET; SAID RESERVATION BEING ONLY 30.00 FOOT SOUTHERLY AND AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED LINE. THENCE CONTINUING TO THE BEGINNING OF A TANGENT 1250.00-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°24'28", A DISTANCE OF 139.80 FEET; THENCE NORTH 55°41'25" EAST 209.76 FEET; THENCE NORTH 56°26'37" EAST 125.83 FEET; THENCE NORTH 56°46'28" EAST 164.26 FEET; THENCE NORTH 56°10'45" EAST 53.96 FEET; THENCE NORTH 56°48'38" EAST 272.58 FEET; SAID RESERVATION BEING 10.00 FEET NORTHERLY AND 20.00 FEET SOUTHERLY AND AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED LINE. TO THE BEGINNING OF A TANGENT 500.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°47'44", A DISTANCE OF 129.12 FEET; SAID RESERVATION BEING THE CENTERLINE OF A 20.00 FOOT EASEMENT BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE; THENCE NORTH 71°36'21" EAST 98.74 FEET; THENCE NORTH 53°31'04" EAST 213.23 FEET; THENCE NORTH 53°24'30" EAST 301.29 FEET; THENCE NORTH 50°07'36" EAST 694.12 FEET TO **THE POINT OF TERMINATION.**

THE WESTERLY SIDELINE OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED TO TERMINATE IN THE WESTERLY LINE OF SAID RECORD OF SURVEY MAP NO. 6664.

ACCESS PARCEL 2

A STRIP OF LAND 20.00 FEET IN WIDTH LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A POINT DISTANT THEREON SOUTH 49°06'38" WEST 106.70 FEET FROM THE MOST NORTHEASTERLY CORNER OF RECORD OF SURVEY MAP NO. 6664 FILED MARCH 10, 1966, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA; ALSO BEING **THE TRUE POINT OF BEGINNING**; THENCE SOUTH 30°29'34" WEST 52.62 FEET; THENCE SOUTH 37°01'12" WEST 168.68 FEET; THENCE SOUTH 32°08'59" WEST 296.92 FEET; THENCE SOUTH 31°10'21" WEST 77.33 FEET; THENCE SOUTH 8°17'05" WEST 180.63 FEET; THENCE SOUTH 24°56'16" WEST 29.09 FEET; THENCE SOUTH 45°20'04" WEST 118.94 FEET; THENCE SOUTH 53°01'14" WEST 23.22 FEET TO **THE POINT OF TERMINATION** BEING DISTANT THERFROM SOUTH 31°06'12" WEST 16.14 FEET FROM THE SOUTHERLY CORNER OF SAID RECORD OF SURVEY MAP NO. 6664 HAVING A BEARING OF SOUTH 35°29'43" EAST 242.49 FEET.

THE SIDELINES OF SAID ACCESS PARCEL SHALL BE PROLONGED OR SHORTENED AS TO BEGIN ON THE EASTERLY LINE AND TERMINATE ON THE WESTERLY LINE OF LANDS CONTAINED WITHIN SAID RECORD OF SURVEY MAP NO. 6664.

LEGAL DESCRIPTION
(continued)

ACCESS PARCEL 3

A STRIP OF LAND 20.00 FEET IN WIDTH LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A POINT DISTANT THEREON SOUTH 49°06'38" WEST 26.54 FEET FROM THE MOST NORTHEASTERLY CORNER OF RECORD OF SURVEY MAP NO. 6664 FILED MARCH 10, 1966, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA; ALSO BEING **THE TRUE POINT OF BEGINNING**; THENCE SOUTH 13°34'52" WEST 593.08 FEET; THENCE SOUTH 17°56'20" WEST 81.82 FEET; THENCE SOUTH 3°19'15" EAST 43.52 FEET; THENCE SOUTH 33°07'34" EAST 40.83 FEET TO **THE POINT OF TERMINATION** BEING DISTANT THEREFROM NORTH 24°56'04" EAST 10.00 FEET FROM THE SOUTHERLY CORNER OF SAID RECORD OF SURVEY MAP NO. 6664 HAVING A BEARING OF NORTH 24°56'04" EAST 258.43 FEET.

THE SIDELINES OF SAID ACCESS PARCEL SHALL BE PROLONGED OR SHORTENED AS TO BEGIN ON THE NORTHERLY LINE AND TERMINATE ON THE SOUTHERLY LINE OF LANDS CONTAINED WITHIN SAID RECORD OF SURVEY MAP NO. 6664.

ACCESS PARCEL 4

ALL THOSE PORTIONS OF EL MONTE RANCHO, ACCORDING TO MAP THEREOF NO. 1146 FILED AUGUST 26, 1908, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA; AND RECORD OF SURVEY MAP NO. 6664 FILED MARCH 10, 1966, IN SAID COUNTY AND STATE; BEING ALSO PORTIONS OF LOTS 70, 76, 77 AND 80 OF THE "S" TRACT OF RANCHO EL CAJON, SAID MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 22.00 FEET IN WIDTH LYING 11.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A POINT DISTANT THEREFROM NORTH 69°31'02" WEST 23.30 FEET FROM THE SOUTHERLY CORNER OF SAID RECORD OF SURVEY MAP NO. 6664 HAVING A BEARING OF SOUTH 69°31'02" EAST 265.69 FEET AT THE SOUTHEASTERLY INTERSECTION OF EL MONTE ROAD AND DAIRY ROAD **BEING THE TRUE POINT OF BEGINNING**; THENCE NORTH 18°21'17" WEST 66.84 FEET; THENCE NORTH 15°48'14" WEST 352.41 FEET; THENCE NORTH 15°48'40" WEST 208.45 FEET; THENCE NORTH 10°29'40" WEST 215.64 FEET; THENCE NORTH 15°23'14" WEST 120.39 FEET; THENCE NORTH 17°10'14" WEST 206.78 FEET; THENCE NORTH 15°08'39" WEST 176.79 FEET; THENCE NORTH 17°07'54" WEST 130.69 FEET TO THE BEGINNING OF A TANGENT 220.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE ALONG THE ARC OF SAID CURVE NORTHERLY AND NORTHWESTERLY 219.64 FEET THROUGH A CENTRAL ANGLE OF 57°12'07"; THENCE NORTH 74°20'00" WEST 193.59 FEET TO THE BEGINNING OF A TANGENT 210.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE ALONG THE ARC OF SAID CURVE NORTHWESTERLY 231.69 FEET THROUGH A CENTRAL ANGLE OF 63°12'49"; THENCE NORTH 11°07'11" WEST 256.72 FEET; THENCE NORTH 12°10'50" WEST 226.85 FEET; THENCE

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(continued)

NORTH 11°02'41" WEST 364.36 FEET; THENCE NORTH 15°25'12" WEST 44.30 FEET; THENCE NORTH 25°08'06" WEST 44.99 FEET; THENCE NORTH 12°17'25" WEST 43.27 FEET TO **THE POINT OF TERMINATION.**

THE SIDELINES OF SAID ACCESS PARCEL SHALL BE PROLONGED OR SHORTENED AS TO BEGIN ON THE NORTHERLY LINE AND TERMINATE ON THE SOUTHERLY LINE OF LANDS CONTAINED WITHIN SAID RECORD OF SURVEY MAP NO. 6664.

ALL EASEMENT RESERVATIONS DESCRIBED ABOVE, INCLUDING ACCESS EASEMENT PARCELS 1 THROUGH 4, ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS IN FAVOR OF GRANTOR, ITS SUCCESSORS AND ASSIGNS:

THE EASEMENTS ARE SUBJECT TO THE RIGHT OF THE GRANTOR AT ANY TIME TO ENTER UPON THE PROPERTIES OVER WHICH THE EASEMENTS ARE GRANTED FOR THE PURPOSE OF CONSTRUCTION, MAINTENANCE, REPAIR OR REPLACEMENT OF SUCH FACILITIES AS IT SHALL DEEM NECESSARY TO LOCATE THEREON OR THEREIN, IN CONDUCTING ITS OPERATIONS UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND FOR THE PURPOSE OF GAINING ACCESS TO SUCH OF ITS PROPERTIES AS ARE CONTIGUOUS TO OR ACCESSIBLE FROM THE EASEMENTS. SAID FACILITES INCLUDE, BUT ARE NOT LIMTED TO THE EXISTING "WELL 101" AND SUPPORT BUILDING, THE ADJACENT 32-INCH BLOW-OFF VALVE, AND ALL ASSOCIATED APURTENANCES;

THE GRANTOR SHALL NOT BE LIABLE FOR ANY EXPENSE IN THE CONSTRUCTION, UPKEEP OR MAINTENANCE OF ANY GRADING, PAVING, OILING OR SURFACING FOR DRIVEWAY OR ROADWAY OVER THE PROPERTY HEREIN GRANTED FOR USE, NOR SHALL GRANTORS BE REQUIRED TO REPAIR OR RECONSTRUCT ANY DRIVEWAYS OR ROADWAYS THAT MAY HEREAFTER BE CONSTRUCTED THEREON BY REASON OF EXCAVATION OR OTHER DAMAGE THERETO RESULTING FROM THE OPERATIONS OF THE GRANTOR IN THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR OR REPLACEMENT OF ITS WORKS WITHIN SAID PROPERTY;

THE GRANTEE SHALL INSTALL AND MAINTAIN IN GOOD REPAIR ANY NECESSARY OR REQUIRED FENCES OR GATES AT THE BOUNDARY OF THE EASEMENTS HEREIN GRANTED AT POINTS WHERE SAID EASEMENTS ARE INTERUPTED AND/OR CROSSED BY EXISTING FENCES OR GATES, AND AT POINTS WHERE THE LESSEES OF GRANTOR'S PROPERTIES CONTIGUOUS TO SAID GRANTED EASEMENTS REQUIRE SUCH FENCES OR GATES;

THE GRANTEE WAIVES ANY CLAIM FOR DAMAGES TO EITHER PERSONS OR PROPERTY BY REASON OF THE USE OF THE GRANTED EASEMENTS BY ANY PERSONS WHOMSOEVER, UNDER WHATEVER CONDITIONS SAID PERSONS MAY HAVE ENTERED UPON SAID EASEMENT PREMISES;

THE GRANTOR SHALL NOT BE RESPONSIBLE OR LIABLE TO THE GRANTEE OR TO ANY OTHER PERSON WHOMSOEVER FOR ANY DAMAGES RESULTING TO SUCH PERSON BY REASON OF EXCAVATION, CONSTRUCTION, MAINTENANCE OR REPAIR WORK DONE OR PERFORMED UPON ANY OF ITS FACILITIES WITHIN SAID GRANTED PROPERTY;

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(continued)

ANY EASEMENT HEREIN GRANTED SHALL CEASE AND ITS TERMS BECOME NULL AND VOID IF AND WHEN THE PROPERTY TO WHICH IT IS APPURTENANT SHALL BE SERVED AT SOME POINT BY A PUBLICLY DEDICATED AND MAINTAINED ROAD;

THESE EASEMENT GRANTS AND EACH AND EVERY TERM AND CONDITION TO WHICH THEY ARE SUBJECT SHALL BE FOR THE BENEFIT OF AND EQUALLY BINDING UPON THE ASSIGNS AND SUCCESSORS OF BOTH PARTIES HERETO, TO THE SAME EXTENT AS UPON THE ORIGINAL PARTIES.

END OF LEGAL DESCRIPTION

ADDENDA TO PRELIMINARY REPORT OF MAY 24, 2012

CHICAGO TITLE COMPANY - ORDER NO. 12210024-U21

This addenda concerns corrections made to the legal description from the above-described Preliminary Title Report. The corrections DO NOT affect the metes and bounds of the parcel which is the subject of the Report.

This addenda corrects verbiage and legal description calls as follows:

Page 7, 2nd paragraph, 4th line – now reads: Record of Survey 606:

Corrected to: *Road Survey 606*

Page 9, 2nd paragraph, 1st line – now reads: ..... East 307.68 feet to the beginning of a tangent 1000.00 foot radius curve concave Northeasterly; thence Southeasterly along the arc of said curve through a central angle of 13°16'17", a distance of 231.63 feet; thence South 89812'23" East 8.26 feet ....

Corrected to: ..... East *259.92* feet*; thence South 78°31'55" East, 128.63 feet* to the beginning of a tangent *800.00* foot radius curve concave Northeasterly; thence Southeasterly along the arc of said curve through a central angle of *10°40'28"*, a distance of *149.04* feet; thence South 89°12'23" East *9.71* feet ....