

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

701B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
December 4, 2012

SUBJECT: Eastvale MDP Line E-1, Stage 2, Project No. 2-0-00324-02
Tentative Parcel Map 31645
Assignment and Assumption Agreement
District 2/District 2

RECOMMENDED MOTION:

1. Approve the Assignment and Assumption Agreement between the District, SC Eastvale Development Company, LLC (Assignor) and Tarpon Property Ownership 2, LLC (Assignee); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

See Page 2

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	N/A	In Current Year Budget:	N/A
	Current F.Y. County Cost:	N/A	Budget Adjustment:	N/A
	Annual Net District Cost:	N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Michael R. Shetter

County Executive Office Signature

Consent Policy
 Consent Policy
 Dep't Recomm.: Per Exec. Ofc.:

FORM APPROVED COUNTY COUNSEL ATTACHMENTS FILED WITH THE CLERK OF THE BOARD BY: NEAL R. KIPNIS DATE

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

SUBJECT: Eastvale MDP Line E-1, Stage 2, Project No. 2-0-00324-02
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Assignment and Assumption Agreement
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Page 2

BACKGROUND (continued):

The Agreement transfers the rights and responsibilities as established by the Amended and Restated Agreement executed by the Board of Supervisors on May 15, 2012, from the Assignor to the Assignee. Once the Agreement is executed, the Assignee will also assume responsibility for the construction of a segment of District's Eastvale MDP Line E-1 storm drain, as originally required as a condition of development for Tentative Parcel Map 31645.

County Counsel has approved the Agreement as to legal form.

The Assignee is funding all construction and construction inspection costs.

TNK:blj

ASSIGNMENT AND ASSUMPTION AGREEMENT
Eastvale MDP Line E-1, Stage 2; Project No. 2-0-00324-02
Tentative Parcel Map No. 31645

This ASSIGNMENT AND ASSUMPTION AGREEMENT, hereinafter called "ASSIGNMENT", is made by and between (i) the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT"; (ii) SC EASTVALE DEVELOPMENT COMPANY, LLC, a Delaware limited liability company, hereinafter called "ASSIGNOR"; and (iii) TARPON PROPERTY OWNERSHIP 2, LLC, a Delaware limited liability company, hereinafter called "ASSIGNEE".

RECITALS

A. DISTRICT and ASSIGNOR have previously entered into an Amended and Restated Agreement that was executed on May 15, 2012, hereinafter called "AGREEMENT", which restates the terms and conditions by which ASSIGNOR may earn Eastvale Area Drainage Plan (hereinafter called "ADP") Fee Credit (hereinafter called "FEE CREDIT"), through the construction of a segment of DISTRICT'S Eastvale Master Drainage Plan Line E-1 storm drain as originally required as a condition of development for Tentative Parcel Map No. 31645 (hereinafter called "MAP"), located in the County of Riverside, State of California; and

B. The flood control and drainage facilities required for final approval of MAP include an extension of DISTRICT'S Eastvale Master Drainage Plan (MDP) Line E-1 (hereinafter called "LINE E-1") consisting of approximately 4,000 lineal feet of underground storm drain system, as shown in concept on Exhibit "A" attached hereto and made a part hereof; and

C. The lands comprising MAP include Riverside County Assessor's Parcel Nos. 160-020-006, 160-020-025, 160-020-029, 160-020-023, 160-020-030, 160-020-005, 160-020-031 and 160-020-032. Legal descriptions for each of the aforementioned parcels are provided in Exhibit "B" attached hereto and made a part hereof; and

D. Subsequent to the execution of said AGREEMENT, ASSIGNOR has conveyed its ownership interest in those lands comprising MAP to ASSIGNEE by execution of a Grant Deed recorded August 20, 2012, as Instrument No. 2012-0395469 in the Official Records of Riverside

1 County. By acquiring such interest, ASSIGNEE has also acquired the responsibility to construct
2 those certain flood control and drainage facilities required in order to provide flood protection and
3 drainage for the planned development of MAP; and

4 E. A true copy of AGREEMENT has been provided to ASSIGNEE and said
5 AGREEMENT describes the terms and conditions by which ASSIGNOR may earn Eastvale ADP
6 FEE CREDIT through the construction of a segment of DISTRICT'S LINE E-1 storm drain as
7 originally required as a condition of development of MAP. Additionally, AGREEMENT
8 stipulates the future disposition of certain deposits currently held by DISTRICT and that ADP
9 FEE CREDIT earned by ASSIGNOR may be transferred to certain other developments located
10 within Eastvale ADP; and

11 F. AGREEMENT stipulates that ASSIGNOR may assign its rights and
12 responsibilities as set forth therein subject to the written consent of the parties thereto; and

13 G. The totality of ASSIGNOR'S rights, title, interests, benefits and privileges pursuant
14 to AGREEMENT are hereinafter collectively called "ASSIGNOR RIGHTS" and the totality of
15 ASSIGNOR'S obligations pursuant to AGREEMENT are hereinafter collectively called
16 "ASSIGNOR OBLIGATIONS"; and

17 H. ASSIGNOR RIGHTS and ASSIGNOR OBLIGATIONS are hereinafter altogether
18 called "RIGHTS AND OBLIGATIONS"; and

19 I. ASSIGNOR, ASSIGNEE and DISTRICT intend that, by execution of this
20 ASSIGNMENT, ASSIGNEE shall assume all of ASSIGNOR RIGHTS AND OBLIGATIONS.

21 NOW, THEREFORE, the parties hereto do hereby mutually agree as follows:

- 22 1. The above Recitals are true and correct.
- 23 2. By execution of this ASSIGNMENT, ASSIGNOR hereby assigns all of its
24 RIGHTS AND OBLIGATIONS to ASSIGNEE.
- 25 3. For the benefit of DISTRICT, ASSIGNEE hereby ratifies and agrees to be
26 bound by the assignment of RIGHTS AND OBLIGATIONS set forth in Paragraph 2 above.
- 27 4. In regard to the assignment of RIGHTS AND OBLIGATIONS set forth
28

1 herein, DISTRICT hereby consents to and hereby agrees to be bound by (i) the assignment of
2 RIGHTS AND OBLIGATIONS in favor of ASSIGNEE; and (ii) the assumption by ASSIGNEE
3 of said RIGHTS AND OBLIGATIONS. In further clarification of the intent of the parties,
4 ASSIGNEE and ASSIGNOR specifically agree with DISTRICT that access and/or grant of real
5 property interests required by DISTRICT pursuant to AGREEMENT, if any, shall be satisfied by
6 ASSIGNEE, and in regard to all financial obligations, DISTRICT shall invoice ASSIGNEE for all
7 charges incurred pursuant to AGREEMENT.

8 5. The assignment and assumption of RIGHTS AND OBLIGATIONS
9 pursuant to this ASSIGNMENT shall be binding upon and inure to the benefit of the successors,
10 assigns, personal representatives, heirs and legatees of the respective parties hereto.

11 6. In the event that any action or suit by the party hereto is brought against
12 another party hereunder by reason of any breach of any of the covenants, conditions, agreements
13 or provisions on the part of the other party arising out of this ASSIGNMENT, the prevailing party
14 shall be entitled to have and recover of and from the other party all costs and expenses of the
15 action or suit, including reasonable attorneys' fees.

16 7. This ASSIGNMENT shall be governed by, interpreted under and construed
17 to be in accordance with the laws of the State of California.

18 8. Any and all notices sent or required to be sent to ASSIGNOR or
19 ASSIGNEE arising from either this ASSIGNMENT, or the obligations contained in
20 AGREEMENT will be mailed by first class mail, postage prepaid, to the following addresses:

21 RIVERSIDE COUNTY FLOOD CONTROL
22 AND WATER CONSERVATION DISTRICT
23 1995 Market Street
24 Riverside, CA 92501
25 Attn: Administrative Services Section

 SC EASTVALE DEVELOPMENT
 COMPANY, LLC
 c/o Lewis Operating Corporation
 Post Office Box 670
 1156 N. Mountain Avenue
 Upland, CA 91785-0670
 Attn: Bryan Goodman

26 TARPON PROPERTY OWNERSHIP 2, LLC
27 c/o Goodman Birtcher North America
28 18201 Von Karman Avenue, #1170
 Irvine, CA 92612
 Attn: Alan Tuntland

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9. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by this ASSIGNMENT shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

10. The individuals executing this ASSIGNMENT on behalf of ASSIGNOR and ASSIGNEE hereby certify that they have the authority within their respective companies to enter into and execute this ASSIGNMENT, and have been authorized to do so by any and all boards of directors, legal counsel and/or any other board, committee or other entity within their respective companies which have the authority to authorize or deny entering into this ASSIGNMENT.

11. This ASSIGNMENT may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.


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IN WITNESS WHEREOF, the parties hereto have executed this ASSIGNMENT

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on _____
(to be filled in by Clerk of the Board)

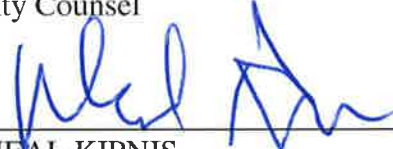
RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

By 
WARREN D. WILLIAMS
General Manager-Chief Engineer

By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:
PAMELA J. WALLS
County Counsel

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By 
NEAL KIPNIS
Deputy County Counsel

By _____
Deputy

(SEAL)

Assignment & Assumption Agreement
Eastvale MDP Line E-1, Stage 2; Project No. 2-0-00324-02
Tentative Parcel Map No. 31645
TNK:blj
10/16/12

1 **ASSIGNOR**

2 **SC EASTVALE DEVELOPMENT COMPANY, LLC**
a Delaware limited liability company

3 By: ~~LEWIS OPERATING CORPORATION;~~
4 a California corporation
Its Managing Member

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6 By: *John M Goodman*
JOHN GOODMAN
7 Senior Vice President/CEO/CFO

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10 (ATTACH NOTARY ACKNOWLEDGEMENT WITH
11 CAPACITY STATEMENT)

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25 Assignment & Assumption Agreement
Eastvale MDP Line E-1, Stage 2; Project No. 2-0-00324-02
26 Tentative Parcel Map No. 31645
TNK:blj
27 10/16/12
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN BERNARDINO

On October 30, 2012, before me, EDNA A. MONTAG, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared JOHN M. GOODMAN
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Edna A. Montag
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

1 **ASSIGNEE**

2 Tarpon Property Ownership 2 LLC,
3 a Delaware limited liability company

4 By:  _____
5 ALAN COCKBURN
6 Authorized Officer

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8 (ATTACH NOTARY ACKNOWLEDGEMENT WITH
9 CAPACITY STATEMENTS)

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Assignment & Assumption Agreement
Eastvale MDP Line E-1, Stage 2; Project No. 2-0-00324-02
Tentative Parcel Map No. 31645
TNK:bjj
10/16/12

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of orange

On November 20, 2012 before me, Carrie D. Vinikow, Notary Public

personally appeared Alan Cockburn

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment and Assumption Agreement

Document Date: October 16, 2012 Number of Pages: 7 + Notary Page

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

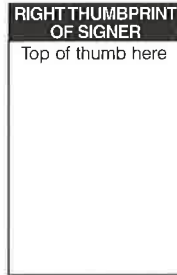
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

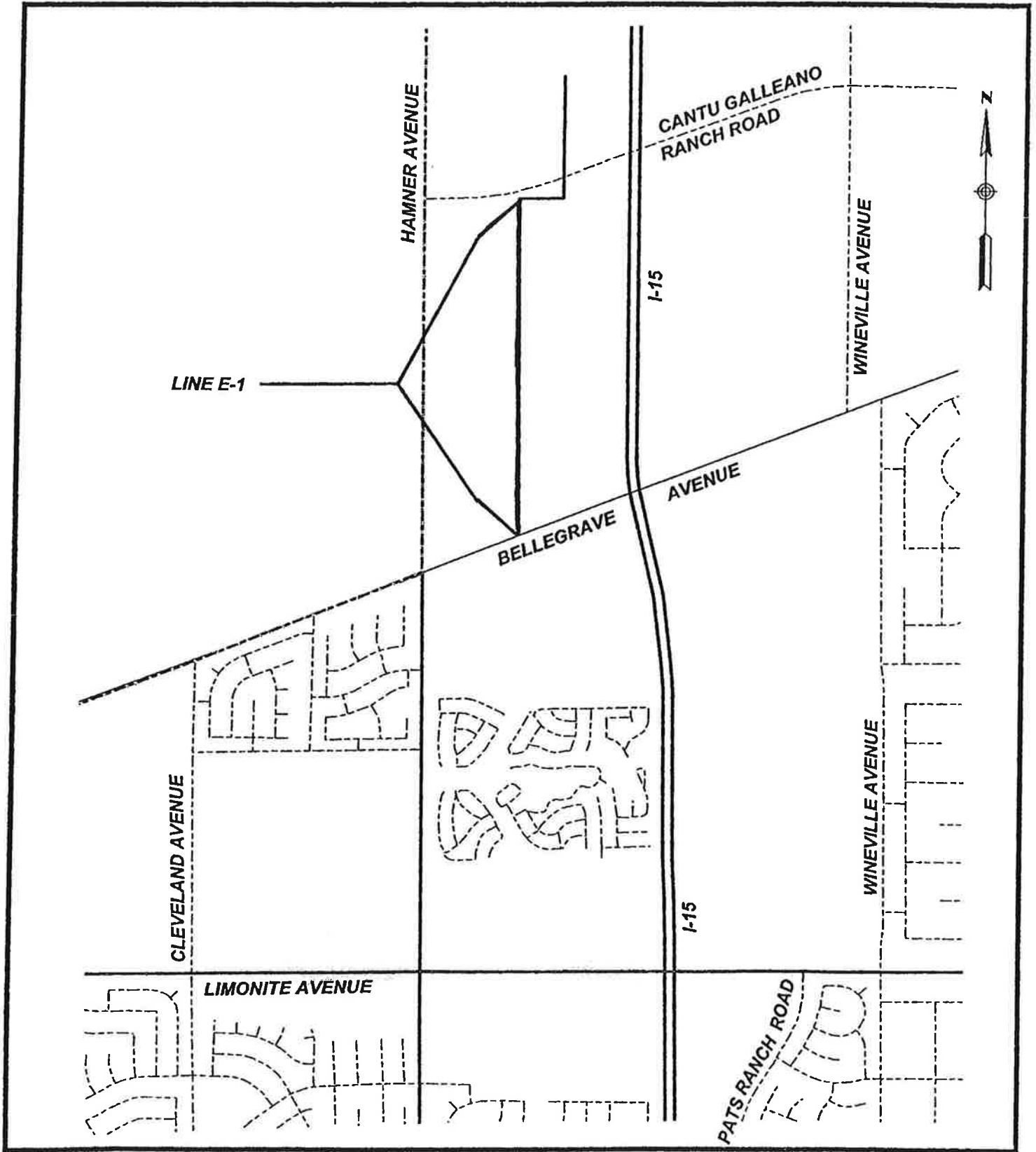
Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Exhibit A



Tentative Parcel Map 31645

1/1

Exhibit " A "

LEGAL DESCRIPTION

Real property in the State of California, , County of Riverside, described as follows:

PARCEL A: APN: 160-020-006-7

LOT 7 TOGETHER WITH THOSE PORTIONS OF LOTS 3 AND 6 AND OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALL OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF OF SAID TOWNSHIP, APPROVED AUGUST 22, 1895, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 18; THENCE EAST 1,099.66 FEET ON THE SOUTH LINE THEREOF TO THE INTERSECTION OF A LINE PARALLEL WITH, AND EASTERLY 115.50 FEET FROM THE WEST LINE OF SAID LOT 6 AND NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;
THENCE NORTH 00° 00' 03" EAST, 1,820.22 FEET ON SAID PARALLEL LINE;
THENCE WEST 1,102.07 FEET TO THE WEST LINE OF SAID SECTION;
THENCE SOUTH 00° 04' 00" EAST, 1,820.22 FEET TO THE POINT OF BEGINNING.

EXCEPT THE WEST 60.00 FEET.

PARCEL B: APN: 160-020-025-4

THAT PORTION OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, APPROVED AUGUST 22, 1895, LYING NORTHWESTERLY OF THE NORTHWEST LINE OF BELLE GRAVE AVENUE, AS SHOWN ON A MAP FILED IN BOOK 15, PAGE 89 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION LYING EASTERLY OF THE SOUTHERLY PROLONGATION OF A LINE PARALLEL WITH AND EASTERLY 115.50 FEET FROM THE WEST LINE OF LOT 6 IN SECTION 18 OF SAID TOWNSHIP.

ALSO EXCEPT THE WEST 60.00 FEET.

ALSO EXCEPT THEREFROM THAT PORTION CONDEMNED TO CHINO BASIN DESALTER AUTHORITY BY FINAL ORDER OF CONDEMNATION, CASE NO. RIC 406417, A CERTIFIED COPY OF WHICH RECORDED SEPTEMBER 23, 2005, AS INSTRUMENT NO. 2005-788713, OFFICIAL RECORDS.

PARCEL C: APN: 160-020-029-8

THE EASTERLY 245 FEET OF THE WESTERLY 360.5 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER; THE EASTERLY 245 FEET OF THE WESTERLY 360.5 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE EASTERLY 245 FEET OF THE WESTERLY 360.5 FEET OF GOVERNMENT LOT 6, ALL IN FRACTIONAL SECTION 18, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF;

TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 1 OF FRACTIONAL SECTION 19, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS DESCRIBED IN DEED TO SOUTHERN CALIFORNIA EDISON

First American Title Insurance Company

COMPANY, A CORPORATION RECORDED JULY 30, 1968 AS INSTRUMENT NO. 73298, OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING WITHIN THE NORTHERLY 1300 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID FRACTIONAL SECTION 18.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND GRANTED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED APRIL 24, 2009 AS INSTRUMENT NO. 2009-0204193 OF OFFICIAL RECORDS.

ALSO EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, PETROLEUM, NAPHTHA AND OTHER HYDROCARBON SUBSTANCES AND MINERALS OF WHATSOEVER KIND AND NATURE, IN, UPON AND BENEATH SAID PROPERTY, AS RESERVED IN DEED FROM FEDERAL LAND BANK OF BERKELEY, RECORDED MAY 10, 1941 IN BOOK 504, PAGE 119, OFFICIAL RECORDS AND MODIFIED BY A QUITCLAIM DEED RECORDED SEPTEMBER 18, 1972 AS INSTRUMENT NO. 124131, OFFICIAL RECORDS, WHICH CONVEYS TO THE OWNER OF SAID LAND THE SURFACE RIGHTS TO A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID LAND.

PARCEL D: APN: 160-020-023-2

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AND LOT 6 IN SECTION 18, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE WEST 360.50 FEET.

ALSO EXCEPT THEREFROM THE NORTH 2,883.24 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN.

ALSO EXCEPT THEREFROM AN UNDIVIDED 1/2 INTEREST IN AND TO ALL OIL, GAS, PETROLEUM, NAPHTHA AND OTHER HYDROCARBON SUBSTANCES AND MINERALS OF WHATSOEVER KIND AND NATURE, IN, UPON AND BENEATH SAID PROPERTY, AS RESERVED IN DEED FROM FEDERAL LAND BANK OF BERKELEY, RECORDED MAY 10, 1941 IN BOOK 504, PAGE 119, OFFICIAL RECORDS

PARCEL E: APN: 160-020-030-8

THE NORTHERLY 2,883.24 FEET OF THE EAST HALF OF THE WEST HALF OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN.

EXCEPT THEREFROM THE NORTHERLY 1,300 FEET THEREOF.

ALSO EXCEPT THEREFROM THE WESTERLY 360.50 FEET THEREOF.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED APRIL 24, 2009 AS INSTRUMENT NO. 2009-0204194, OF OFFICIAL RECORDS

ALSO EXCEPT THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, PETROLEUM, NAPHTHA AND OTHER HYDROCARBON SUBSTANCES AND MINERALS OF WHATSOEVER KIND AND NATURE, IN, UPON AND BENEATH SAID PROPERTY, AS RESERVED IN DEED FROM FEDERAL LAND BANK OF BERKELEY, RECORDED MAY 10, 1941 IN BOOK 504, PAGE 119, OFFICIAL RECORDS

PARCEL F: APN: 160-020-005-0

First American Title Insurance Company

PARCEL 2 OF PARCEL MAP NO. 14348, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 74, PAGES 11 AND 12 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL G: APN: 160-020-031 & 032

A PARCEL OF LAND LYING WITHIN GOVERNMENT LOT 1 IN THE NORTHWEST QUARTER OF FRACTIONAL SECTION 18, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN AND AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 56, PAGE 66 OF RECORDS OF SURVEY, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT "A" OF PARCEL MAP 14348 ON FILE IN BOOK 74, PAGES 11 AND 12 OF PARCEL MAPS, SAID POINT ALSO BEING ON THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED BY DEED RECORDED DECEMBER 29, 1995 AS INSTRUMENT NO. 434748, ALL BEING RECORDS OF SAID RECORDER;

THENCE ALONG SAID SOUTH LINE OF SAID INSTRUMENT NUMBER 434748 S89°02'45"E, A DISTANCE OF 74.664 METERS, TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE OF SAID INSTRUMENT NUMBER 434748, S 89°02'45" E, A DISTANCE OF 232.665 METERS TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 85.000 METERS AND A RADIAL BEARING OF N 49°39'43"E;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°22'32", A DISTANCE OF 59.899 METERS;

THENCE N 80° 42'49" W, A DISTANCE OF 28.035 METERS;

THENCE S 77°10'32" W, A DISTANCE OF 111.945 METERS;

THENCE S 84° 02'38" W, A DISTANCE OF 44.982 METERS TO THE TRUE POINT OF BEGINNING.

First American Title Insurance Company