

1 in the TOPMEA and the Parties shall be entering into that certain Amended and Restated Temporary
2 Operations and Permanent Maintenance Easement Agreement concurrently herewith whereby C&C will
3 assume from County and County will assign to C&C the maintenance obligations; and,

4 **WHEREAS**, a portion thereof County Property consisting of approximately 40 acres of land,
5 more particularly described and depicted in **Exhibit "A-1"**, attached hereto and by this reference
6 incorporated herein ("County Exchange Property"), is to be conveyed by County to C&C in fee with an
7 easement reservation with access in favor of the County over the northerly 10.74 acres parcel labeled as
8 "Parcel D" in **Exhibit "A-1"**. The easement reservation with access in favor of the County referenced as
9 the "Ambrosia Easement" and "Ambrosia Access Easement" over Parcel D, more particularly legally
10 described and depicted in **Exhibits "A and B"**, respectively, consisting of approximately 22,152 square
11 feet collectively, is made with certain conditions imposed upon C&C, including a restriction on the
12 development within the easement area until such time the successful translocation of San Diego
13 Ambrosia plants located thereon shall occur pursuant to success criteria established by or on behalf of the
14 County; and,

15 **WHEREAS**, Castle & Cooke Lake Elsinore West, Inc. acquired from T.T. Group. Inc. that
16 certain real property, located southerly of interstate 15, westerly of Lake Street and northerly of Nichols
17 Road in the City of Lake Elsinore, State of California, with Assessor's Parcel Numbers 390-210-021,
18 390-160-003, 390-190-015, 390-200-008, 390-200-010, 389-080-055, 390-190-018, 390-020-064, 390-
19 160-006, 390-190-014, 390-130-026, and 390-130-028, adjacent to County Property, consisting of
20 approximately 402.37 acres of unimproved vacant land (C&C Property) which was referenced in the
21 TOPMEA; and,

22 **WHEREAS**, in 2014, Castle & Cooke Lake Elsinore West, Inc. and Castle & Cooke
23 Commercial-Ca, Inc. merged whereby Castle & Cooke Commercial-Ca, Inc. was declared as the
24 surviving corporate entity and the successor-in-interest to the C&C Property; and,

25 **WHEREAS**, a portion thereof C&C Property, consisting of approximately 40 acres of land,
26 identified with Assessor's Parcel Numbers 390-200-010, 390-160-006 and 390-130-028, more
27 particularly legally described and depicted in **Exhibit "B-1,"** attached hereto and by this reference
28 incorporated herein, ("C&C Exchange Property"), is to be conveyed by C&C to County in fee; and,

1 and restrictions to conserve the Munz's Onion population located on the southerly parcel
2 consisting of approximately 7.91 acres of land. C&C agrees to accept County Exchange Property
3 in an "as-is" condition with all faults and expressly without any other warranties, representation
4 or guarantees, either express or implied of any kind, nature or type whatsoever from or on behalf
5 of County except those provided herein Section 7 and subject to all easements, matters and
6 encumbrances of record affecting the property.

7 1.2.2 C&C shall convey to County fee title to the C&C Exchange Property free and
8 clear of all liens (mechanics' or monetary), encumbrances, assessments, mortgages, deeds of
9 trust, leases, (recorded and unrecorded) and taxes due and payable at the close of escrow. C&C
10 shall remove all unpermitted exceptions, including the Deed of Trust and Assignment of Rents
11 listed in Schedule B of the Preliminary Title Report for the C&C Property, from title prior to
12 Close of Escrow. C&C shall not, after full execution of this Exchange Agreement, cause or
13 permit any new liens, covenants, conditions, restrictions, or any other matter to encumber title to
14 the C&C Exchange Property by record or otherwise except for such matters that have been
15 expressly approved in writing by County. County agrees to accept C&C Exchange Property in an
16 "as-is" condition with all faults and expressly without any other warranties, representation or
17 guarantees, either express or implied of any kind, nature or type whatsoever from or on behalf of
18 C&C except those provided herein Section 7 and subject to only the permitted non-monetary
19 matters, easements and encumbrances of record, such as utility or public easements, affecting the
20 property.

21 1.2.3 The exchange of the real properties described herein is expressly conditioned upon
22 1) C&C assuming the maintenance and repair obligations in the TOPMEA and releasing the
23 County from any further responsibilities or obligations associated therewith; and 2) C&C
24 indemnify, defend and hold harmless the County for third party actions asserted, claimed or filed
25 against the County for its approval actions relating to this exchange transaction and this
26 Agreement as further described in that certain Indemnification Agreement to be entered into
27 concurrently with this Agreement, attached as **Exhibit "E"** and by this reference incorporated
28 herein. In addition, currently with this Agreement, the Parties shall enter into that certain

1 Amended and Restated Temporary Operations and Permanent Maintenance Easement Agreement
2 to effect that assignment and assumption to relieve the County of the maintenance and repair
3 obligations provided in the TOPMEA, attached as **Exhibit "F"** and by this reference incorporated
4 herein.

5 **2. CONSIDERATION**

6 2.1 Value of Exchange Properties. The Parties agree that the values of the Exchange
7 Properties are approximately the same value.

8 2.2 Consideration. Consideration for this exchange transaction is comprised of the value of
9 each of the Exchange Properties described herein shall be consideration for acquisition of the other, C&C
10 shall assume the maintenance and repair obligations described in the TOPMEA pursuant to the Amended
11 and Restated Temporary Operations and Permanent Maintenance Easement Agreement and C&C shall
12 indemnify the County as provided in the Indemnification Agreement, both of which will be entered into
13 concurrently with this Agreement.

14 **3. CONDITION OF TITLE**

15 3.1 Updated Title Report. C&C shall provide to County, prior to the Close of Escrow, an
16 updated title report ("TR") on the respective Exchange Properties reflecting the current status of title on
17 each Exchange Property, together with all underlying documents referred to therein.

18 3.2 Title Insurance. Upon the County's request and at C&C's expense, the title insurer shall
19 issue or commit to issuing a CLTA Owner's Title Insurance Policy for the C&C Exchange Property, in the
20 amount of the value of the C&C Exchange Property ("Title Policy") and subject only to the permitted
21 exceptions ("Permitted Exceptions") approved by County in writing prior to close of escrow. At C&C'S
22 option and expense, the title insurer shall issue or commit to issuing a CLTA Owner's Title Insurance
23 Policy for County Exchange Property, upon C&C's request in the amount of the value of the County
24 Exchange Property ("Title Policy").

25 3.3 Grant Deed. Prior to Close of Escrow, each party shall respectively execute, acknowledge
26 and deliver to escrow the Grant Deeds for the appropriate Exchange Property, in the form attached hereto
27 as **Exhibit "C"** (County to C&C) or **Exhibit "D"** (C&C to County), attached hereto and by this reference
28 incorporated herein, as applicable, conveying the Exchange Property to the appropriate party subject only

1 to any other matters approved in writing by the appropriate party and as described herein in this
2 Agreement.

3 **4. ESCROW**

4 4.1 Opening Escrow. Within ten (10) days of execution of this Agreement by all Parties, for
5 the purpose of consummating the conveyances and transfers of the County Exchange Property and C&C
6 Exchange Property, County shall open an Escrow with the Escrow Holder listed below:

7
8 Escrow: Colleen Graves, Sr. Escrow Officer ("Escrow Holder")

9 Lawyers Title Company

10 Address: 625 E. Carnegie Drive, #105

11 San Bernardino, CA 92408

12 Telephone: (909) 963-5570

13 Fax: (866) 696-3389

14 Email: cgraves@ltic.com

15 Title: Peggy Jones, Title Officer

16 Lawyers Title Company

17 Address: 3480 Vine Street, Suite 300

18 Riverside, CA 92507

19 Office Telephone: (951) 774-0825

20 Toll Free Phone Number: (800) 950-0557

21 Fax: (866) 657-1033

22 Email: Tu67@ltic.com

23 Upon opening Escrow, County shall deposit the executed Agreement with Escrow Holder and the
24 Amended and Restated Temporary Operations and Permanent Maintenance Agreement and both Parties
25 shall deposit the respective executed Deeds with Escrow Holder within the time specified herein.

26 4.2 Escrow Instructions. This executed Agreement shall constitute as the escrow instructions
27 to Escrow Holder. The Parties agree to execute such additional instructions as may be required by
28 Escrow Holder or otherwise in order to complete this transaction, provided however that such

1 instructions shall not conflict with any provisions of this Agreement. If there is any inconsistency
2 between such additional instructions and this Agreement, this Agreement shall control unless the Parties
3 express agree in writing otherwise.

4 4.3 Close of Escrow. This conveyance and exchange of the County Exchange Property and
5 C&C Exchange Property shall take place no later than the date that is sixty (60) days after this
6 Agreement is delivered to Escrow Holder ("Closing Date," "Close of Escrow," or the "Closing"). The
7 "Closing Date," "Close of Escrow," or the "Closing" shall mean the date Escrow Holder concurrently
8 records the two Grant Deeds concerning the Exchange Properties described herein. The escrow period
9 may be extended in writing by mutual agreement of the Parties. The Escrow Holder shall be notified in
10 writing by C&C and County if an extension is in effect.

11 4.4 Closing, Recording, and Disbursements. On or before the Closing Date, each condition or
12 obligation provided in this Agreement shall have been satisfied or waived in writing. Upon receipt of
13 such satisfaction or waiver of all conditions/obligations, Escrow Holder shall take the following actions
14 to close escrow:

15 4.4.1 Recording. Escrow Holder shall cause the Deeds to be recorded concurrently in
16 Office of the County Recorder of Riverside, California.

17 4.4.2 Disbursement. Escrow Holder shall disburse the funds deposited by the C&C to
18 settle all its charges to be paid by or on behalf of C&C and on behalf of County. Escrow Holder
19 shall prepare a final accounting and closing statement and refund any excess funds deposited by
20 C&C as provided in such final accounting and closing statement for this transaction.

21 4.4.3 Title Policy. Escrow Holder shall deliver or cause to be delivered the Title Policy
22 to County from the title company selected by County to issue the title policy, if County opted to
23 obtain a title policy. Escrow Holder shall deliver or cause to be delivered to C&C from the title
24 company selected by C&C to issue the title policy, if C&C opted to obtain a title policy.

25 4.4.4 Delivery of Documents to County. Escrow Holder shall deliver or cause to be
26 delivered to County conformed copies of the Deed and any other documents (or copies thereof)
27 deposited by C&C with Escrow Holder under this Agreement.

28 4.4.5 Delivery of Documents to C&C. Escrow Holder shall deliver or cause to be

1 delivered to C&C conformed copies of the Deed and any other documents (or copies thereof)
2 deposited by County with Escrow Holder under this Agreement.

3 4.6 Tax Exempt Agency. All parties hereto acknowledge that the County is a public entity
4 and exempt from payment of any real property taxes. There will be no proration of taxes through
5 Escrow. C&C will be responsible for payment of any real property taxes to the extent due prior to the
6 Close of Escrow. In the event any real property taxes are due and unpaid at the Close of Escrow, Escrow
7 Holder is hereby authorized and instructed to pay such taxes from funds deposited by C&C. C&C
8 understands that the Tax Collector will not accept partial payment of any installment of the real property
9 taxes due at the Close of Escrow. After the Close of Escrow, the County will file any necessary
10 documentation with the County Tax Collector/Assessor for the property tax exemption for the property
11 that County acquires and concurrently provide C&C with a copy of such filing. C&C shall have the
12 right, after the Close of Escrow, to apply for a refund, to the County Tax Collector/Assessor outside of
13 Escrow if eligible to receive such refund and Escrow Holder shall have no liability and/or responsibility
14 in connection therewith.

15 5. PAYMENT OF FEES. Prior to the Close of Escrow and when prompted by the Escrow Holder,
16 the following shall occur:

17 5.1 Deposit. C&C shall deposit an amount sufficient for all costs associated with taxes if due
18 and payable, expenses, title insurance, if desired, and prorations, if any, as required under this Agreement
19 with Escrow Holder, in the form of a cashier's check or other immediately available funds.

20 5.2 Payment. C&C shall deposit and pay all costs and fees associated with this transaction,
21 including escrow, title, recording, and trust deed clearance fees incurred in this transaction. In the event
22 that a party opts to obtain a title policy on the property it is acquiring, Escrow Holder shall charge C&C
23 for the cost of such title policy. For purposes of this transaction, trust deed clearance fees are defined as
24 forwarding fees, trustee's fees, and reconveyance fees.

25 6. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

26 6.1 Title to the County Exchange Property is free and clear of all liens, encumbrances,
27 assessments, leases (recorded and unrecorded), except any Permitted Exceptions not required to be
28 cleared from the title to said County Exchange Property consistent with Section 1 and as described

1 herein.

2 6.2 Title to the C&C Exchange Property is free and clear of all liens, encumbrances,
3 assessments, easements, leases (recorded and unrecorded) and taxes, except any Permitted Exceptions
4 not required to be cleared from the title to said C&C Exchange Property consistent with Section 1 and as
5 described herein. C&C shall remain liable for payment of any taxes allocable to a period prior to the
6 time title is vested to County except that proration of taxes through Escrow will not be done and handled
7 as it is further described in Section 4.6 of this Agreement. C&C shall remove the monetary liens and
8 encumbrances from C&C Exchange Property prior to close of escrow.

9 6.3 Prior to the Closing Date, each party shall timely deposit to Escrow Holder all funds and
10 documents required to complete the Closing under the terms of this Agreement.

11 **7. WARRANTIES.**

12 County and C&C both warrants that:

13 7.1 No Subsequent Encumbrances. The Parties will not enter into any agreements or
14 undertake any new obligations prior to Close of Escrow which will in any way burden, encumber or
15 otherwise affects its respective interests in the Exchange Properties without the prior written consent of
16 the Party to acquire such Exchange Property, such consent may be granted or withheld at its sole
17 discretion.

18 7.2 Authority. Each party represents and warrants, as of the date of execution of this
19 Exchange Agreement and as of Close of Escrow (i) that it has full legal right, power and authority to
20 execute and fully perform its obligations under this Exchange Agreement and (ii) that the persons
21 executing this Exchange Agreement and other documents required hereunder are authorized to do so.

22 7.3 Real Estate Commissions. Each party warrants and represents to the other party that no
23 brokers or finders have been employed, have brought about this exchange, or are entitled to a commission
24 or compensation in connection with this transaction and that this exchange was negotiated by and made
25 directly between them. Each party shall indemnify, hold harmless, protect and defend the other party
26 (including its elected officials, officers, agents and employees) from and against any claims, obligations
27 or liabilities whatsoever by a third party asserting the right to be paid for such commission or
28 compensation arising from the acts or omissions of the indemnifying party or in any way related to this

1 Exchange Agreement.

2 **8. ACCESS AND POSSESSION.**

3 8.1 Access to Exchange Properties. Upon approval by the governing body of each party of
4 this Agreement, each party shall allow the other party, its employees, agents, representatives and
5 contractors reasonable access to the Exchange Properties during normal business hours, upon reasonable
6 notice, for performing all studies, tests, evaluations and all other engineering studies, surveys, geological
7 work or other studies reasonably desired by either party. Each party shall indemnify, protect, hold
8 harmless and defend the other party from and against any and all liabilities, liens, claims, damages, costs,
9 expenses, suits or judgments (including reasonable attorneys' fees and court costs) for personal injury,
10 death or property damage, arising out of the acts or omissions of the entering party or its employees,
11 agents, representatives or contractors.

12 8.2 Possession. Possession and use of each Exchange Property shall be delivered on the
13 Closing Date after recordation of the Grant Deeds and disbursement of all funds. All risk of loss and
14 damage occurring after the Close of Escrow to the Exchange Properties from whatever source shall be
15 the sole responsibility of the new fee owner.

16 **9. REMOVAL OF PERSONAL PROPERTY.**

17 It is understood and agreed by and between the Parties that the conveyance and transfer of
18 Exchange Properties does not include personal property, unless abandoned under this Section. It shall be
19 the responsibility of both Parties to determine the ownership of any personal property located on the
20 respective Exchange Properties and arrange for the removal thereof at the personal property owner's
21 expense. Both Parties assumes no liability for the enforcement of any agreement between any third
22 Parties pertaining to any matter of personal property disposition. Should both Parties fail to remove any
23 items of personal property upon the conveyance and vacation of possession of their respective Exchange
24 Properties, the right to remove such items shall terminate and such items shall be considered as
25 abandoned and may be disposed as each Party sees fit without any liability.

26 **10. GENERAL TERMS AND CONDITIONS.**

27 10.1 Notice. As used in this Agreement, notice includes but is not limited to, the
28 communication of any notice, request, demand, approval, statement, report, acceptance, consent, waiver

1 and appointment. All notices must be in writing. Notice is given either (i) when delivered in person to
2 the person or company intended named below, (ii) when delivered via facsimile with confirmation from
3 the receiving Party via return fax; or (iii) when sent via reputable overnight courier (such as Federal
4 Express), addressed by name and addressed to the Party or persons intended, as follows:

5 If to County: County of Riverside
6 Economic Development Agency - Real Estate Division
7 3403 10th Street, Suite 400
8 Riverside, CA 92501
9 Attention: James Force, Supervising Real Property Agent
10 Telephone: (951) 955-4822
11 Fax: (951) 955-4837

12 With Copy to: Office of County Counsel
13 3960 Orange St., Suite 500
14 Riverside, CA 92501
15 Attention: Gregory P. Priamos, County Counsel
16 Telephone: (951) 955-6300

17
18 If to Castle & Cooke: Castle & Cooke Commercial-CA, Inc.
19 One Dole Drive
20 Westlake Village, CA 91362
21 Attention: Merlin Tomlinson
22 Telephone: (951) 245-0476

23 With Copies to: The Giardinelli Law Group
24 31594 Railroad Canyon Road
25 Canyon Lake, CA 92587
26 Attention: John V. Giardinelli
27 Telephone: (951) 244-1856
28 Fax: (951) 246-2400

1 And: Miles Law Group, PC
2 3151 Airway Avenue, Suite R1
3 Costa Mesa, CA 92626
4 Attention: Steve Miles
5 Telephone: (714) 393-3389
6 Fax: (714) 556-3905

7 Until such time as a Party gives notice of the change of address in accordance with the terms of this
8 section.

9 10.2 Time of the Essence. Time is of the essence with respect to this Agreement.

10 10.3 Assignment. Neither this Agreement nor any interest herein shall be assignable by any
11 Party without prior written consent of the other party.

12 10.4 Governing Law/Venue. All questions with respect to this Agreement and the rights and
13 liabilities of the Parties hereto shall be governed by the laws of the State of California and shall be heard
14 in a court of competent jurisdiction in the County of Riverside.

15 10.5 Entire Agreement. This Agreement contains the entire agreement of the Parties hereto
16 with reference to the subject matter hereof, and supersedes all negotiations or previous agreements
17 between the Parties with respect to all or any portion of the subject matter hereof.

18 10.6 Default. If either Party is unable to convey title thereto in accordance with the terms of this
19 Agreement, the defaulting Party shall reimburse the other Party for any sums theretofore paid by the Party
20 for performance of this Agreement together with the net costs of title examination (not to exceed standard
21 Board of Title Underwriters rates) and the net cost of any survey made in connection therewith incurred
22 by the Party, and thereupon this Agreement shall be terminated. The non-defaulting party shall have the
23 right to seek any other available remedies, either at law or in equity.

24 10.7 Headings. Any headings contained in this Agreement are solely for the purposes of
25 convenience of reference and shall not constitute a part hereof nor shall they be utilized to interpret any
26 term or condition contained in this Agreement and the actions to be performed herein.

27 10.8 Changes or Modifications. No part of this may be modified, altered, amended, waived, or
28 changed without the express written consent of the Parties hereto.

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- Exhibit B-1:** Legal Descriptions and Plat Maps for C&C Exchange Property to be conveyed to County (9 pages) And For Reference Only - Closure Calculations for Exhibit B-1 (5 pages)
- Exhibit C-1:** Legal Description for Temporary Operations and Permanent Maintenance Easement (16 pages) And For Reference Only - Closure Calculations for Exhibit C-1 (12 pages)
- Exhibit C:** Form of Grant Deed With Easement Reservations – Grant of Fee in favor of C&C with reservation of easements in favor of County – Grant of Fee in favor of the County
- Exhibit D:** Form of Grant Deed in favor of County - Grant of Fee by C&C in favor of County
- Exhibit E:** Indemnification Agreement
- Exhibit F:** Amended and Restated Temporary Operations and Permanent Maintenance Easement Agreement

[Signature Provisions on Following Page(s)]

1 IN WITNESS WHEREOF, the Parties hereto have executed this REAL ESTATE EXCHANGE
2 AGREEMENT AND ESCROW INSTRUCTIONS as of the day and year first above written.

3 COUNTY OF RIVERSIDE, a political
4 subdivision of the State of California

CASTLE & COOKE COMMERCIAL-CA, INC.,
a California corporation

5
6 By: _____
7 John J Benoit, Chairman
8 Board of Supervisors

By: Laura Whitaker
Laura Whitaker
President

9
10 Dated: _____

Dated: 2/18/16

11
12 **ATTEST:**
13 Kecia Harper-Ihem
14 Clerk of the Board

By: Darlene Mohlke
Darlene Mohlke
Vice President and Assistant Secretary

Dated: 2/18/16

15 By: _____
16 Deputy

17
18 (Seal)

19
20 **APPROVED AS TO FORM:**
21 Gregory P. Priamos
22 County Counsel

23 By: Synthia M. Gunzel
24 Cynthia M. Gunzel
25 Deputy County Counsel

26
27
28

ACKNOWLEDGMENT

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

State of California
County of Kern)

On February 18, 2016 before me, Sarah Stambolian, Notary Public,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____



(Seal)



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EXHIBITS A AND B
Legal Descriptions and Plat Maps
for Ambrosia Easement and Ambrosia Access Easement, respectively
reserved in favor of the County (4 pages)

EXHIBIT "A"

**LEGAL DESCRIPTION FOR
AMBROSIA EASEMENT**

An easement lying over, under and across that portion of that certain Grant Deed to the County of Riverside, Recorded December 30, 2004, as Instrument No. 2004-1036504, also lying within Section 22 of Township 5 South, Range 5 West, San Bernardino Base and Meridian in the County of Riverside, State of California, being more particularly described as follows:

COMMENCING at the intersection of the easterly right of way of Lake Street and the southerly line of said Instrument No. 2004-1036504, as shown on a Record of Survey on file in Book 123, Pages 43 through 48 inclusive of Record of Surveys, Records of said County;

Thence easterly along said southerly line South 89°28'41" East, a distance of 138.59 feet;

Thence leaving said southerly line, North 00°31'19" East, a distance of 231.00 feet to a point lying on a line that is parallel with and distant 231.00 feet northerly from said southerly line, said point also being **THE TRUE POINT OF BEGINNING**;

Thence northerly, leaving said parallel line, North 00°31'19" East, a distance of 125.00 feet to an angle point;

Thence South 89°28'41" East, a distance of 80.00 feet to an angle point;

Thence South 00°31'19" West, a distance of 125.00 feet to a point lying on said parallel line;

Thence westerly along said parallel line, South 89°28'41" West, a distance of 80.00 feet to said **TRUE POINT OF BEGINNING**.

Containing 10,000 square feet, more or less

As shown on Exhibit "B" attached hereto and made a part hereof.

KWC ENGINEERS

CIVIL ENGINEERS • PLANNERS • SURVEYORS

Thomas Caseldine 3-21-16
Thomas M. Caseldine Date
P.L.S. 9029 Expires 09-30-17



EXHIBIT "B"
AMBROSIA EASEMENT

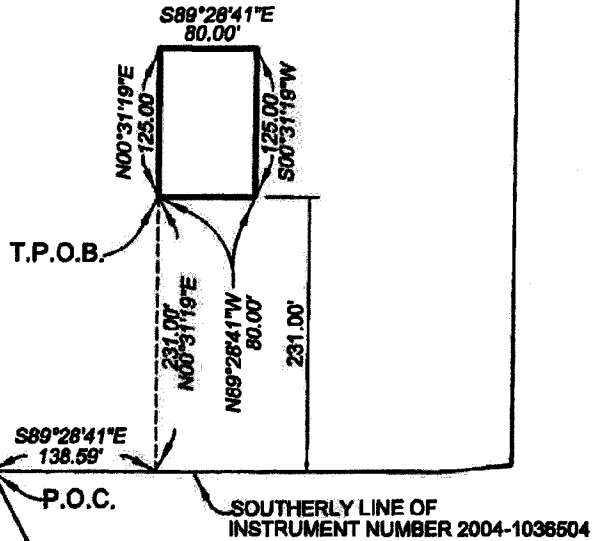
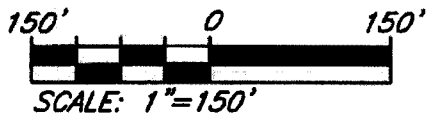
SHEET 1 OF 1 SHEETS

TEMESCAL CANYON ROAD

LAKE STREET

R.S. 123/43-48
GRANT DEED
INST. NO. 2004-1036504
REC. 12/30/04

E'LY RIGHT OF WAY OF LAKE STREET



LEGEND:

- EXISTING PARCEL LINE
- PROPOSED EASEMENT

AREA: 10,000 S.F.

KUC ENGINEERS
CIVIL ENGINEERING • PLANNING • SURVEYORS
1880 COMPTON AVENUE, SUITE 100
CORONA, CA. 92681-3370 • 951-734-2130

Thomas Caseldine 3-21-16
THOMAS CASELDINE DATE
L.S. 9029 Exp. 09-30-17

EXHIBIT "A"

**LEGAL DESCRIPTION FOR
AMBROSIA ACCESS EASEMENT**

An easement lying over, under and across that portion of that certain Grant Deed to the County of Riverside, Recorded December 30, 2004, as Instrument No. 2004-1036504, also lying within Section 22 of Township 5 South, Range 5 West, San Bernardino Base and Meridian in the County of Riverside, State of California, being more particularly described as follows:

COMMENCING at the intersection of the easterly right of way of Lake Street and the southerly line of said Instrument No. 2004-1036504, as shown on a Record of Survey on file in Book 123, Pages 43 through 48 inclusive of Record of Surveys, Records of said County;

Thence easterly along said southerly line South 89°28'41" East, a distance of 138.59 feet;

Thence leaving said southerly line, North 00°31'19" East, a distance of 231.00 feet to a point lying on a line that is parallel with and distant 231.00 feet northerly from said southerly line, said point also being **THE TRUE POINT OF BEGINNING**;

Thence westerly along said parallel line, North 89°28'41" West, a distance of 234.71 feet to a point lying on said easterly right of way of Lake Street, said point also being the beginning of a non-tangent curve, concave northeasterly and having a radius of 1956.00 feet, a radial bearing to said point bears South 71°35'48" West;

Thence northerly along said curve and said easterly right of way of Lake Street, through a central angle of 01°32'29", a distance of 52.62 feet to the beginning of a non-tangent line;

Thence easterly along said non-tangent line, leaving said easterly right of way, South 89°28'41" East, a distance of 251.11 feet to an angle point;

Thence South 00°31'19" West, a distance of 50.00 feet to said **TRUE POINT OF BEGINNING**.

Containing 12,152 square feet, more or less

As shown on Exhibit "B" attached hereto and made a part hereof.

KWC ENGINEERS

CIVIL ENGINEERS • PLANNERS • SURVEYORS

Thomas Caseldine 3-7-16
Thomas M. Caseldine Date
P.L.S. 9029 Expires 09-30-17



EXHIBIT "B"

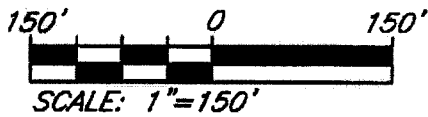
SHEET 1 OF 1 SHEETS

AMBROSIA ACCESS EASEMENT

TEMESCAL CANYON ROAD

T5S, R5W

R.S. 123/43-48
GRANT DEED
INST. NO. 2004-1036504
REC. 12/30/04



LEGEND:

- EXISTING PARCEL LINE
- PROPOSED EASEMENT

AREA: 12,152 S.F.

LAKE STREET

E'LY RIGHT OF WAY OF LAKE STREET

$\Delta=01^{\circ}32'29''$
 $R=1956.00'$
 $L=62.62'$

$S71^{\circ}35'48''W$
(R)

$S89^{\circ}28'41''E$
251.11'

$S00^{\circ}31'19''W$
50.00'

234.71'
 $N89^{\circ}28'41''W$

T.P.O.B.

231.00'

$N00^{\circ}31'19''E$

$S89^{\circ}28'41''E$
138.59'

P.O.C.

SOUTHERLY LINE OF
INSTRUMENT NUMBER 2004-1036504

KUC ENGINEERS
CIVIL ENGINEERING • PLANNING • SURVEYORS
1080 COMPTON AVENUE, SUITE 100
CORONA, CA 92881-3370 • 951-734-2130
RE: 1071100 LEGALS 1100 AMBROSIA ACCESS.EING

Thomas Caseldine 3-7-16
THOMAS CASELDINE DATE
L.S. 9029 Exp. 09-30-17

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EXHIBIT A-1

Legal Descriptions and Plat Maps for County Exchange Property to be conveyed to C&C (14 pages)

And For Reference Only - Closure Calculations for Exhibit A-1 (9 pages)

EXHIBIT "A1"
LEGAL DESCRIPTION
OF
COUNTY OF RIVERSIDE TO
CASTLE & COOKE COMMERCIAL-CA, INC.

Parcel "A":

Being portions of that land conveyed to the County of Riverside by Grant Deed, Recorded December 30, 2004, as Instrument No. 2004-1036504, of Official Records, in the Office of the County Recorder of the County of Riverside, State of California, lying within Sections 23 and 26, Township 5 South, Range 5 West, San Bernardino Meridian, of said County, according to the official plat thereof, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 23, as shown on a Record of Survey on file in Book 88, Pages 76 through 82, of Record of Surveys, records of said County;

Thence east along the south line of said Section 23, South 89°04'59" East, a distance of 1042.70 feet to a point lying on the westerly line of said Instrument No. 2004-1036504, said point also being the **TRUE POINT OF BEGINNING**;

Thence northeasterly along said westerly line, North 41°37'29" East, a distance of 166.45 feet to the beginning of a non-tangent curve, concave westerly and having a radius of 1745.00 feet, a radial bearing to said point bears South 85°30'24" East;

Thence southerly along said non-tangent curve, leaving said westerly line of said Instrument No. 2004-1036504, through a central angle of 18°56'26", an arc distance 576.86 feet to the beginning of a tangent line;

Thence southwesterly along said tangent line, South 23°26'02" West, a distance of 195.37 feet to the beginning of a tangent curve, concave northwesterly and having a radius of 1045.00 feet;

Thence southwesterly along said tangent curve, through a central angle of 24°22'08", an arc distance of 444.46 feet to the beginning of a tangent line;

Thence southwesterly along said tangent line, South 47°48'10" West, a distance of 268.41 feet;

Thence South 11°20'01" West, a distance of 28.60 feet to a point lying on the northeasterly right of way of Nichols Road as dedicated per Instrument No. 2008-0482210, recorded September 02, 2008, of Official Records of said County;

Thence northwesterly along said northeasterly right of way, North 42°11'50" West, a distance of 254.20 feet to a point lying on said westerly line of Instrument No. 2004-1036504;

The following four (4) courses are along the westerly line of said Instrument No. 2004-1036504:

1. Thence northeasterly, leaving said northeasterly right of way, North 32°56'52" East, a distance of 425.57 feet;
2. Thence North 43°06'11" East, a distance of 169.95 feet;
3. Thence North 33°14'54" East, a distance of 320.81 feet;
4. Thence North 41°37'29" East, a distance of 322.66 feet to the **TRUE POINT OF BEGINNING**.

Containing 7.91 acres, more or less.

As shown on the attached exhibit hereto and made a part hereof.

PARCEL "B":

Being portions of that land conveyed to the County of Riverside by Grant Deed, Recorded December 30, 2004, as Instrument No. 2004-1036504, of Official Records, in the Office of the County Recorder of the County of Riverside, State of California, lying within Sections 22 and 23, Township 5 South, Range 5 West, San Bernardino Meridian, of said County, according to the official plat thereof, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 23, as shown on a Record of Survey on file in Book 88, Pages 76 through 82, of Record of Surveys, records of said County;

Thence north along the west line of said Section 23, North 00°53'18" East, a distance of 4036.32 feet to a point lying on the southwesterly line said Instrument No. 2004-1036504, said point also being the **TRUE POINT OF BEGINNING**;

The following five (5) courses are along the southerly, southwesterly and westerly lines of said Instrument No. 2004-1036504:

1. Thence North 19°45'52" West, a distance of 86.91 feet;
2. Thence North 58°17'49" West, a distance of 368.89 feet;
3. Thence South 75°09'21" West, a distance of 529.98 feet;
4. Thence North 02°49'18" West, a distance of 81.54 feet;
5. Thence North 57°38'09" East, a distance of 228.51 feet;

Thence northeasterly, leaving said westerly line of Instrument No. 2004-1036504, North 76°19'28" East, a distance of 124.91 feet;

Thence North 85°40'14" East, a distance of 184.05 feet;

Thence South 36°00'49" East, a distance of 139.07 feet;

Thence South 51°32'37" East, a distance of 53.43 feet;

Thence South 63°32'24" East, a distance of 218.06 feet;

Thence South 44°55'38" East, a distance of 82.30 feet;

Thence North 77°59'36" East, a distance of 245.09 feet;

Thence South 35°10'50" East, a distance of 110.65 feet;

Thence South 07°53'49" West, a distance of 96.34 feet;

Thence South 15°59'38" East, a distance of 33.14 feet;

Thence South 38°50'02" East, a distance of 111.07 feet;

Thence South 43°11'43" East, a distance of 105.85 feet;

Thence South 73°49'28" East, a distance of 220.27 feet;

Thence North 63°19'46" East, a distance of 201.76 feet;

Thence South 34°50'22" East, a distance of 241.54 feet;

Thence South 11°13'33" East, a distance of 28.41 feet;

Thence South 13°24'24" West, a distance of 78.25 feet;

Thence South 51°43'14" West, a distance of 50.50 feet;

Thence South 29°18'07" East, a distance of 43.81 feet;

Thence South 15°16'44" West, a distance of 45.58 feet;

Thence South 03°59'40" East, a distance of 48.14 feet;

Thence South 41°14'50" East, a distance of 115.25 feet;

Thence South 57°34'43" East, a distance of 61.68 feet;

Thence South 88°05'18" East, a distance of 127.48 feet;

Thence South 65°50'34" East, a distance of 52.57 feet;

Thence South 52°53'46" East, a distance of 70.10 feet;

Thence South 79°01'11" East, a distance of 72.19 feet to the beginning of a non-tangent curve, concave southeasterly and having a radius of 145.00 feet, a radial bearing to said point bears North 65°23'34" West;

Thence northeasterly along said non-tangent curve, through a central angle of 11°00'30", an arc distance of 27.86 feet to the beginning of a non-tangent line, a radial bearing to said point bears North 54°23'04" West;

Thence northeasterly along said non-tangent line, North 40°54'08" East, a distance of 83.38 feet;

Thence North 75°30'08" East, a distance of 67.11 feet;

Thence South 77°32'51" East, a distance of 74.84 feet;

Thence South 64°39'54" East, a distance of 104.95 feet;

Thence South 47°28'14" East, a distance of 97.29 feet;

Thence South 57°00'34" East, a distance of 26.28 feet to the beginning of a non-tangent curve, concave southwesterly and having a radius of 100.00 feet, a radial bearing to said point bears North 09°52'55" East;

Thence southeasterly along said non-tangent curve, through a central angle of 52°14'29", an arc distance of 91.18 feet to the beginning of a tangent line;

Thence southeasterly along said tangent line, South 27°52'35" East, a distance of 49.28 feet to the beginning of a tangent curve, concave westerly and having a radius of 70.00 feet;

Thence southeasterly along said tangent curve, through a central angle of 39°37'49", an arc distance of 48.42 feet to the beginning of a tangent line;

Thence southerly along said tangent line, South 11°45'13" West, a distance of 64.96 feet;

Thence South 38°41'11" West, a distance of 121.29 feet;

Thence South 10°40'02" East, a distance of 96.80 feet;

Thence South 32°18'15" East, a distance of 70.72 feet;

Thence South 41°24'37" East, a distance of 63.10 feet;

Thence South 32°29'56" East, a distance of 194.06 feet;

Thence South 68°55'29" East, a distance of 80.42 feet;

Thence South 62°26'58" East, a distance of 234.40 feet;

Thence South 03°48'43" West, a distance of 137.89 feet;

Thence South 49°17'06" West, a distance of 212.87 feet, to a point lying on the southerly line of said Instrument No. 2004-1036504;

The following twelve (12) courses are along the southerly and southwesterly line of said Instrument No. 2004-1036504:

1. Thence North 61°05'29" West, a distance of 211.00 feet;
2. Thence North 68°50'06" West, a distance of 440.81 feet;
3. Thence North 19°59'07" East, a distance of 397.34 feet;
4. Thence North 14°46'29" West, a distance of 134.01 feet;
5. Thence North 28°33'43" West, a distance of 306.17 feet;
6. Thence North 80°13'05" West, a distance of 472.02 feet;
7. Thence North 46°52'49" West, a distance of 124.75 feet;
8. Thence North 66°32'19" West, a distance of 110.04 feet;
9. Thence North 24°32'42" West, a distance of 109.26 feet;
10. Thence North 45°15'05" West, a distance of 282.27 feet;
11. Thence North 75°01'37" West, a distance of 447.21 feet;
12. Thence North 19°45'52" West, a distance of 363.48 feet to the **TRUE POINT OF BEGINNING**

Containing 20.62 acres, more or less.

As shown on the attached exhibit hereto and made a part hereof.

PARCEL "C":

Being portions of that land conveyed to the County of Riverside by Grant Deed, Recorded December 30, 2004, as Instrument No. 2004-1036504, of Official Records, in the Office of the County Recorder of the County of Riverside, State of California, lying within Section 22, Township 5 South, Range 5 West, San Bernardino Meridian, of said County, according to the official plat thereof, being more particularly described as follows:

COMMENCING at the intersection of the southerly line of Temescal Wash and the easterly right of way of Lake Street, both as shown on a Record of Survey on file in Book 88, Pages 76 through 82, of Record of Surveys, records of said County;

Thence easterly along said southerly line of Temescal Wash, leaving said easterly right of way of Lake Street, South 79°56'03" East, a distance of 405.93 feet;

Thence easterly, continuing along said southerly line, South 78°16'26" East, a distance of 551.45 feet to the easterly line of the northeast Quarter of the northwest Quarter of Section 22;

Thence southerly along said easterly line, leaving said southerly line of Temescal Wash, South 01°06'02" West, a distance of 426.67 feet to a point lying on the southerly line of said Instrument No. 2004-1036504;

Thence easterly along said southerly line of Instrument No. 2004-1036504, leaving said easterly line, South 88°44'12" East, a distance of 257.04 feet to the **TRUE POINT OF BEGINNING**;

Thence easterly along the prolongation of said last course, leaving said southerly line of said Instrument No. 2004-1036504, South 88°44'12" East, a distance of 68.26 feet;

Thence South 24°12'55" East, a distance of 400.86 feet to a point lying on said southerly line of said Instrument No. 2004-1036504, of Official Records of said County;

Thence northwesterly along said southerly line North 40°47'03" West, a distance of 340.93;

Thence northwesterly, continuing along said southerly line, North 05°13'20" West, a distance of 109.40 feet to said **TRUE POINT OF BEGINNING**.

Containing 0.53 acres, more or less.

As shown on the attached exhibit hereto and made a part hereof.

PARCEL "D":

Being portions of that land conveyed to the County of Riverside by Grant Deed, Recorded December 30, 2004, as Instrument No. 2004-1036504, of Official Records, in the Office of the County Recorder of the County of Riverside, State of California, lying within Section 22, Township 5 South, Range 5 West, San Bernardino Meridian, of said County, according to the official plat thereof, being more particularly described as follows:

COMMENCING at the intersection of the southerly line of Temescal Wash and the easterly right of way of Lake Street, both as shown on a Record of Survey on file in Book 88, Pages 76 through 82, of Record of Surveys, records of said County;

Thence easterly along said southerly line of Temescal Wash, leaving said easterly right of way of Lake Street, South 79°56'03" East, a distance of 405.93 feet;

Thence easterly, continuing along said southerly line, South 78°16'26" East, a distance of 551.45 feet to the easterly line of the northeast Quarter of the northwest Quarter of Section 22;

Thence southerly along said easterly line, leaving said southerly line Temescal Wash, South 01°06'02" West, a distance of 426.67 feet to a point lying on the southerly line of said Instrument No. 2004-1036504;

Thence westerly along the southerly line of said Instrument No. 2004-1036504, leaving said easterly line North 88°44'12" West, a distance of 46.17 feet to the **TRUE POINT OF BEGINNING**;

The following five (5) courses are along the southerly line of Instrument No. 2004-1036504:

1. Thence South 00°07'21" West, a distance of 179.56 feet;
2. Thence South 88°54'45" West, a distance of 216.92 feet;
3. Thence South 00°45'26" West, a distance of 464.53 feet;
4. Thence South 85°30'18" West, a distance of 59.88 feet;
5. Thence North 89°28'41" West, a distance of 374.19 feet to a point lying on the easterly right of way of said Lake Street, said point also being the beginning of a non-tangent curve, concave easterly and having a radius of 1956.00 feet, a radial bearing to said point bears South 64°15'46" West;

Thence northwesterly and northerly along said easterly right of way and said non-tangent curve, through a central angle of 19°20'14", an arc distance of 660.15 feet to the beginning of a tangent line;

Thence northerly along said tangent line, continuing along said easterly right of way, North 06°24'00" West, a distance of 152.46 feet;

Thence easterly leaving said easterly right of way, North 88°38'01" East, a distance of 122.61 feet to the beginning of a tangent curve, concave southerly and having a radius of 600.00 feet;

Thence southeasterly along said curve, through a central angle of 13°05'32", an arc distance of 137.10 feet to the beginning of a tangent line;

Thence easterly along said tangent line, South 78°16'24" East, a distance of 610.03 feet to said **TRUE POINT OF BEGINNING**.

Containing 10.74 acres, more or less.

As shown on the attached exhibit hereto and made a part hereof.

KWC ENGINEERS

CIVIL ENGINEERS • PLANNERS • SURVEYORS

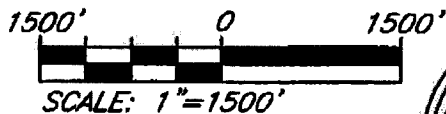
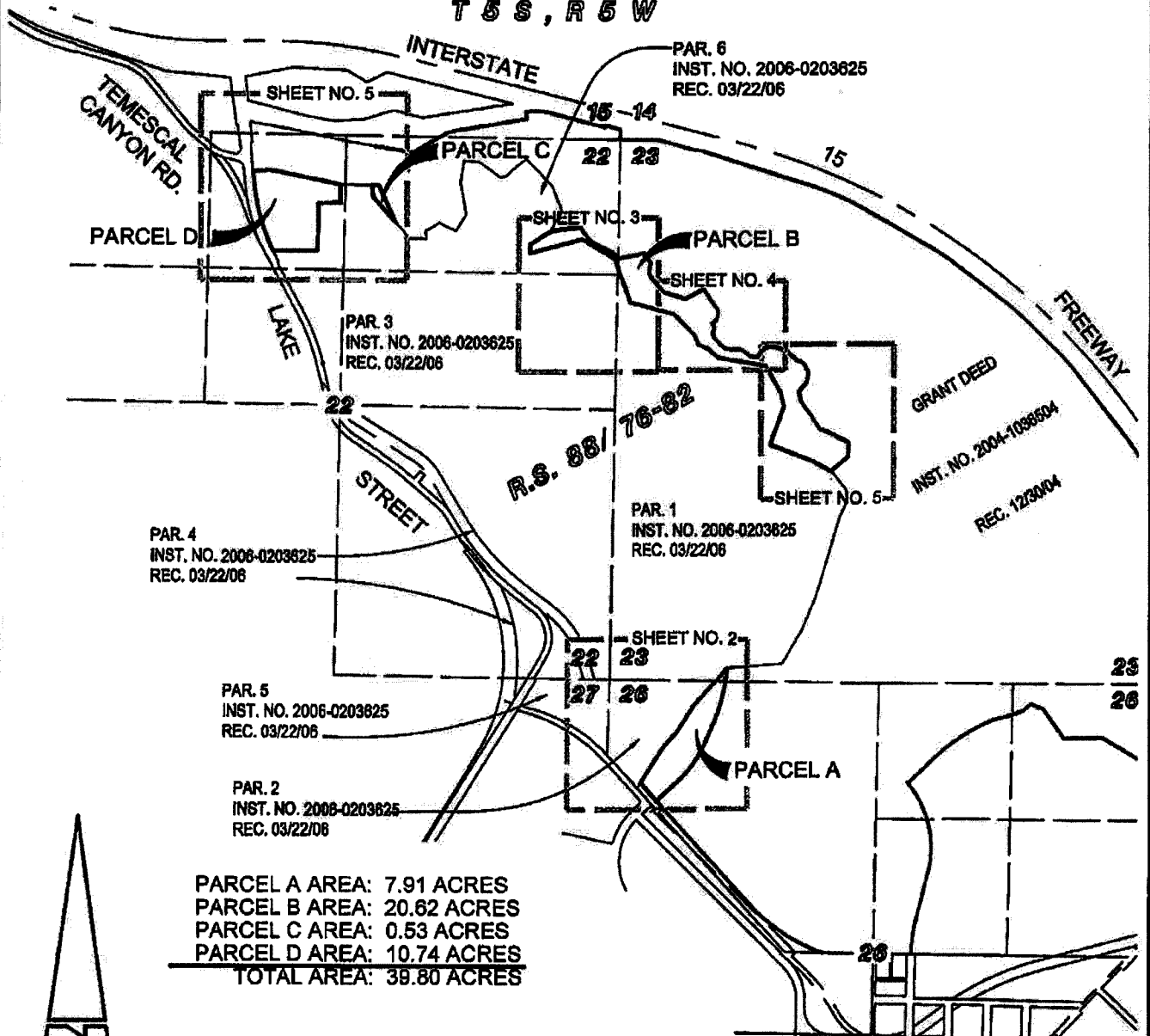
Thomas Caseldine 3-4-16
Thomas M. Caseldine Date
P.L.S. 9029 Expires 09-30-17



March 7, 2016
TMC/KWC/tmc
R:\07\1100\LEGALS\land exchange\AQUIRE\1100 AQUIRE PARCELS.docx

EXHIBIT "A1"
COUNTY OF RIVERSIDE TO
CASTLE & COOKE COMMERCIAL-CA, INC.

T 5 S , R 5 W



SHEET INDEX
SCALE: 1"=1500'

- LEGEND:
- EXISTING PARCEL LINE
 - - - EXISTING SECTION LINE
 - PROPOSED PARCEL LINE
 - - - DETAIL SHEET BOUNDARY

KWC ENGINEERS
CIVIL ENGINEERING • PLANNING • SURVEYORS
1880 COMPTON AVENUE, SUITE 100
CORONA, CA. 92881-3370 • 951-734-2130

Thomas Caseldine 3-4-16
THOMAS M. CASELDINE DATE
L.S. 9029 Exp. 09-30-17

EXHIBIT "A1"
 COUNTY OF RIVERSIDE TO
 CASTLE & COOKE COMMERCIAL-CA, INC.

SHEET 2 OF 6 SHEETS

T 5 S , R 5 W

PAR. 1
 INST. NO. 2006-0203625
 REC. 03/22/06

P.O.C.
 S.W. CORNER SECTION 23

W'LY LINE OF LAND CONVEYED TO THE
 COUNTY OF RIVERSIDE PER GRANT DEED,
 REC. 12/30/04, INST. NO. 04-1036504, O.R.

22 23
 27 26

S89°04'59"E 1042.70'

S. LINE, SECTION 23

T.P.O.B.

R.S. 88/76-82

PAR 2
 INST. NO. 2006-0203625
 REC. 03/22/06

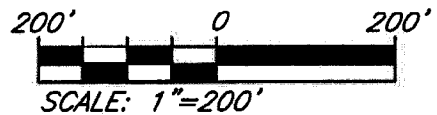
PARCEL A
 7.91 ACRES

GRANT DEED,
 INST. NO. 2004-1036504,
 REC. 12/30/04

NE'LY LINE OF NICHOLS ROAD,
 PER INST. NO. 2008-0482210,
 REC. 09/02/08, O.R.

ALBERHILL
 RANCH ROAD

NICHOLS ROAD



LEGEND:

-  EXISTING PARCEL LINE
-  EXISTING SECTION LINE
-  PROPOSED PARCEL LINE

KWC ENGINEERS
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 1880 COMPTON AVENUE, SUITE 100
 CORONA, CA. 92881-3370 • 951-734-2130

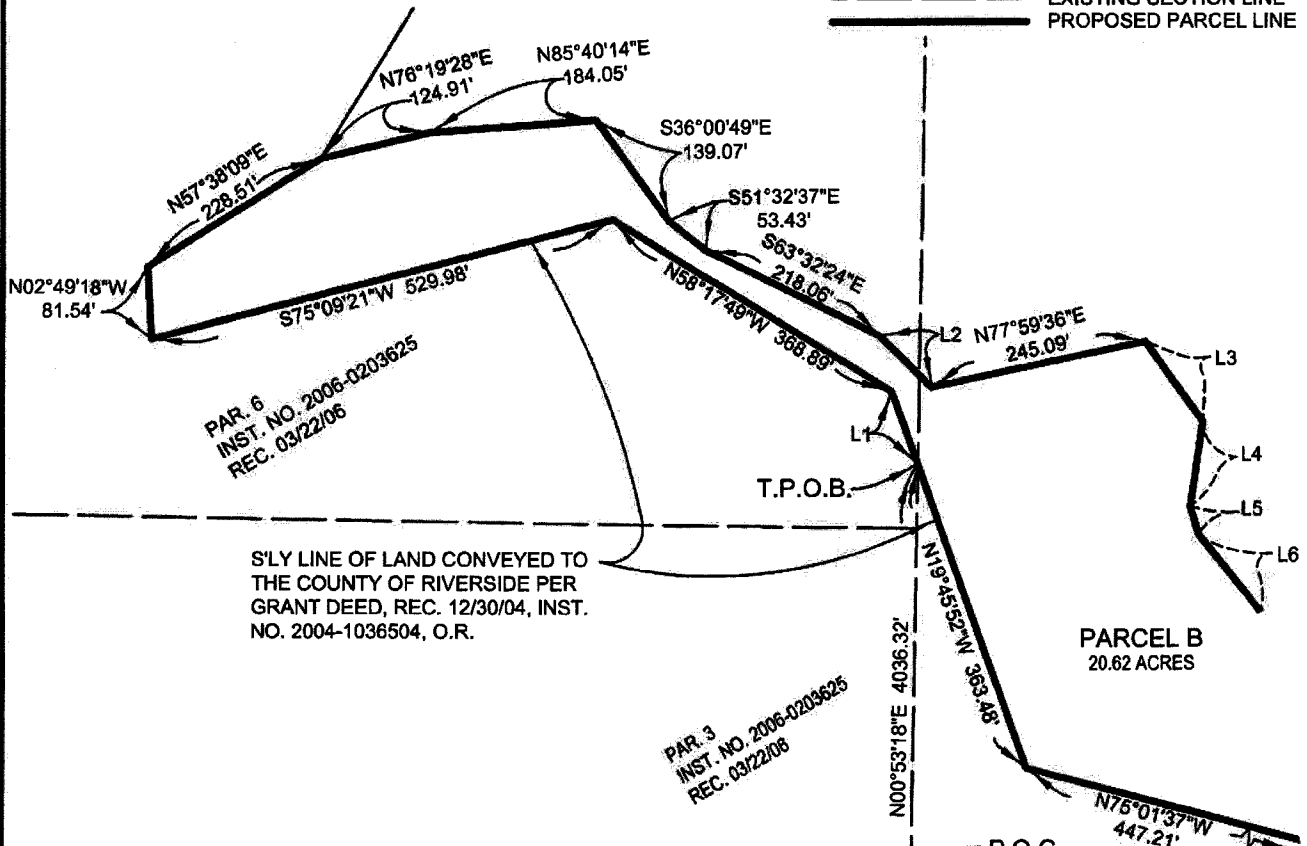
EXHIBIT "A1"
 COUNTY OF RIVERSIDE TO
 CASTLE & COOKE COMMERCIAL-CA, INC.

SHEET 3 OF 6 SHEETS

T 5 S , R 5 W

LEGEND:

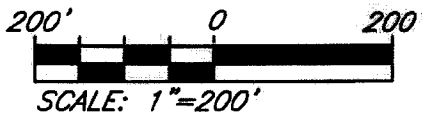
-  EXISTING PARCEL LINE
-  EXISTING SECTION LINE
-  PROPOSED PARCEL LINE



S'LY LINE OF LAND CONVEYED TO
 THE COUNTY OF RIVERSIDE PER
 GRANT DEED, REC. 12/30/04, INST.
 NO. 2004-1036504, O.R.

PARCEL B
 20.62 ACRES

| LINE TABLE | | |
|------------|-------------|---------|
| LINE | BEARING | LENGTH |
| L1 | N19°45'52"W | 86.91' |
| L2 | S44°55'38"E | 82.30' |
| L3 | S35°10'50"E | 110.65' |
| L4 | S07°53'49"W | 96.34' |
| L5 | S15°59'38"E | 33.14' |
| L6 | S38°50'02"E | 111.07' |



22 23
 27 26

R.S. 88/76-82

PAR. 1
 INST. NO. 2006-0203625
 REC. 03/22/06

SEE SHEET NO. 4

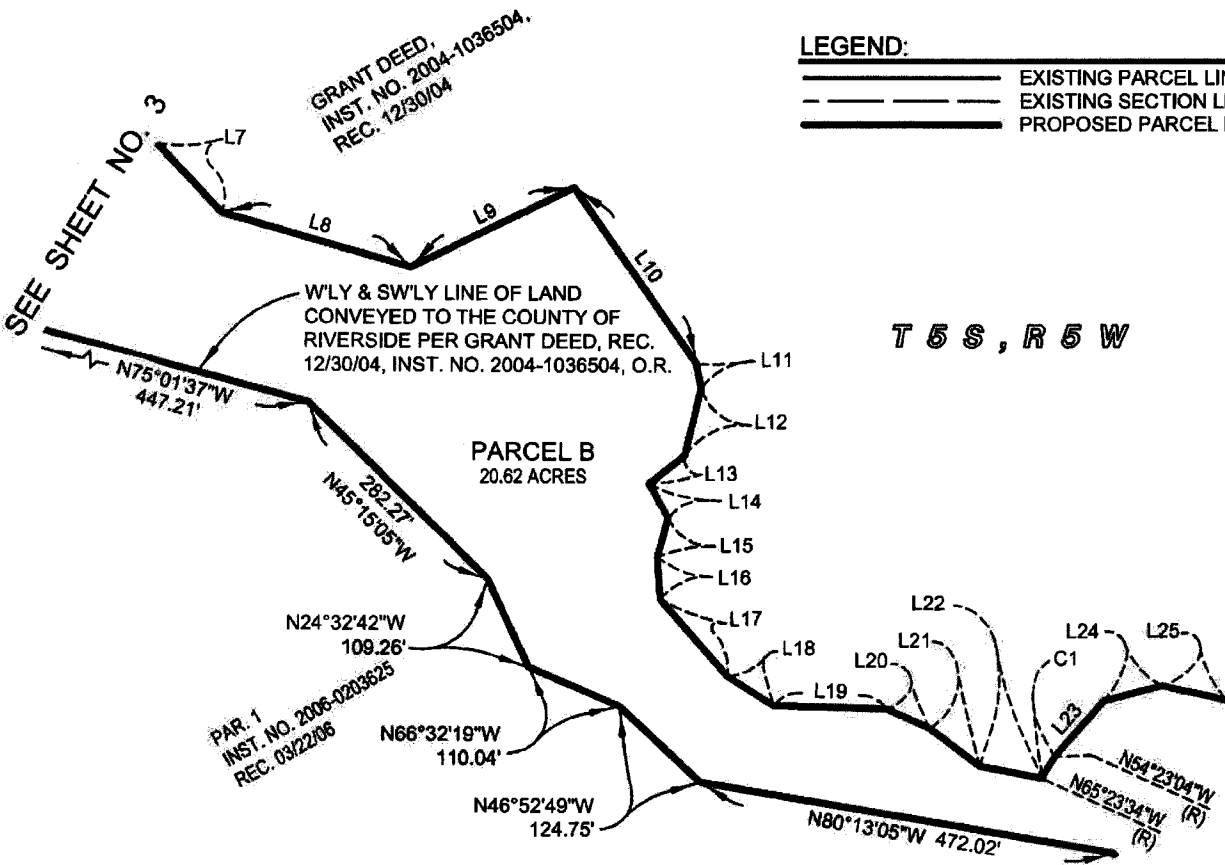
KWC ENGINEERS
 CIVIL ENGINEERING • PLANNING • SURVEYORS
 1880 COMPTON AVENUE, SUITE 100
 CORONA, CA. 92881-3370 • 951-734-2130

EXHIBIT "A1"
COUNTY OF RIVERSIDE TO
CASTLE & COOKE COMMERCIAL-CA, INC.

SHEET 4 OF 6 SHEETS

LEGEND:

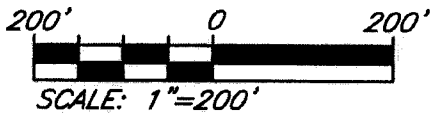
-  EXISTING PARCEL LINE
-  EXISTING SECTION LINE
-  PROPOSED PARCEL LINE



SEE SHEET NO. 5

LINE TABLE

| LINE | BEARING | LENGTH |
|------|-------------|---------|
| L7 | S43°11'43"E | 105.85' |
| L8 | S73°49'28"E | 220.27' |
| L9 | N63°19'46"E | 201.76' |
| L10 | S34°50'22"E | 241.54' |
| L11 | S11°13'33"E | 28.41' |
| L12 | S13°24'24"W | 78.25' |
| L13 | S51°43'14"W | 50.50' |
| L14 | S29°18'07"E | 43.81' |
| L15 | S15°16'44"W | 45.58' |
| L16 | S03°59'40"E | 48.14' |
| L17 | S41°14'50"E | 115.25' |
| L18 | S57°34'43"E | 61.68' |
| L19 | S88°05'18"E | 127.48' |
| L20 | S65°50'34"E | 52.57' |
| L21 | S52°53'46"E | 70.10' |
| L22 | S79°01'11"E | 72.19' |
| L23 | N40°54'08"E | 83.38' |
| L24 | N75°30'08"E | 67.11' |
| L25 | S77°32'51"E | 74.84' |



CURVE TABLE

| CURVE | DELTA | RADIUS | LENGTH |
|-------|-----------|---------|--------|
| C1 | 11°00'30" | 145.00' | 27.86' |

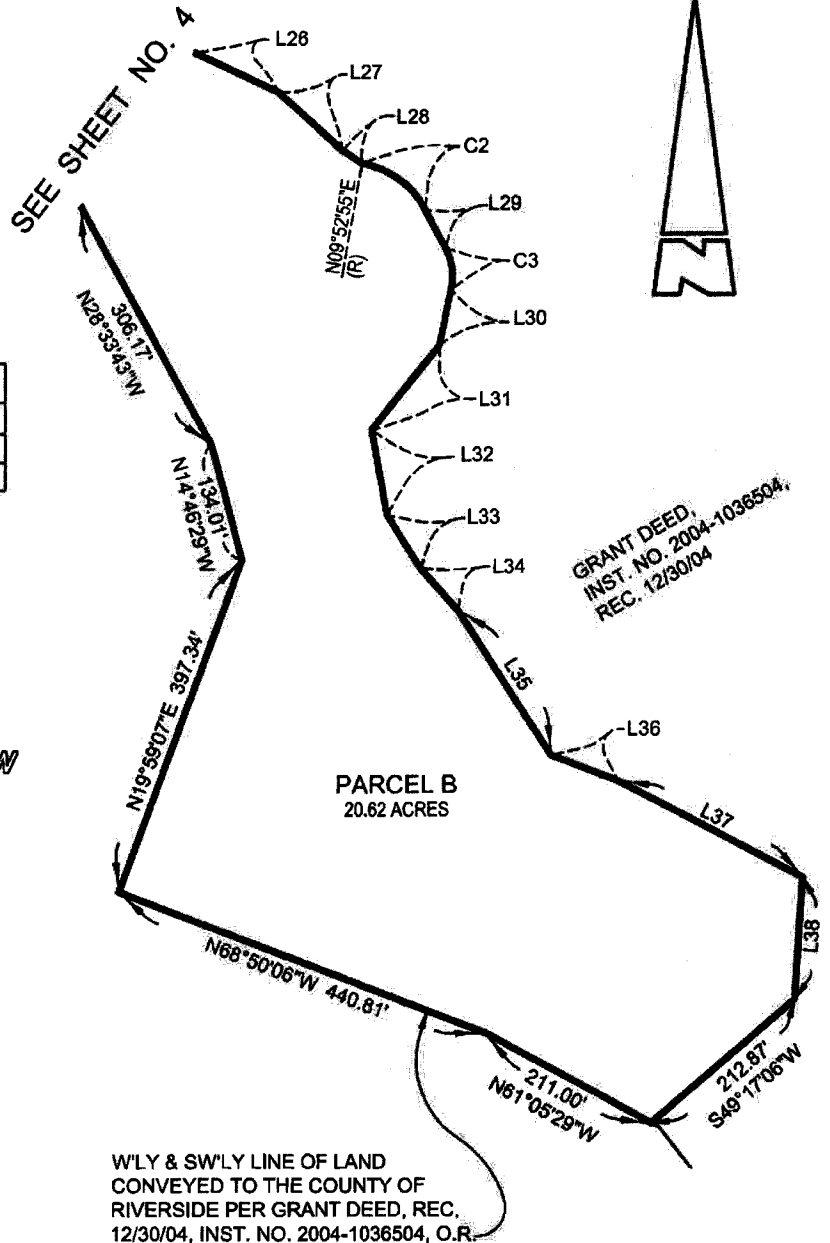
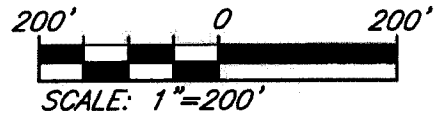
KWC ENGINEERS
 CIVIL ENGINEERING • PLANNING • SURVEYORS
 1880 COMPTON AVENUE, SUITE 100
 CORONA, CA. 92881-3370 • 951-734-2130

EXHIBIT "A1"
 COUNTY OF RIVERSIDE TO
 CASTLE & COOKE COMMERCIAL-CA, INC.

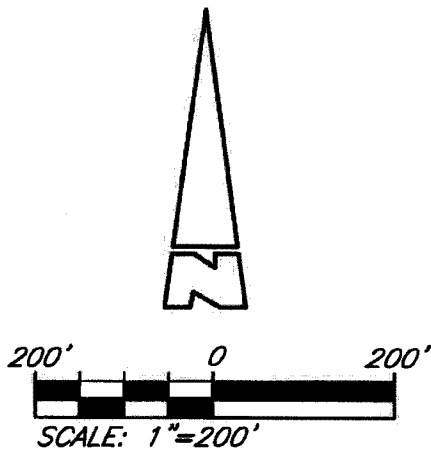
SHEET 5 OF 6 SHEETS

| LINE TABLE | | |
|------------|-------------|---------|
| LINE | BEARING | LENGTH |
| L26 | S64°39'54"E | 104.95' |
| L27 | S47°28'14"E | 97.29' |
| L28 | S57°00'34"E | 26.28' |
| L29 | S27°52'35"E | 49.28' |
| L30 | S11°45'13"W | 64.96' |
| L31 | S38°41'11"W | 121.29' |
| L32 | S10°40'02"E | 96.80' |
| L33 | S32°18'15"E | 70.72' |
| L34 | S41°24'37"E | 63.10' |
| L35 | S32°29'56"E | 194.06' |
| L36 | S68°55'29"E | 80.42' |
| L37 | S62°26'58"E | 234.40' |
| L38 | S03°48'43"W | 137.89' |

| CURVE TABLE | | | |
|-------------|-----------|---------|--------|
| CURVE | DELTA | RADIUS | LENGTH |
| C2 | 52°14'27" | 100.00' | 91.18' |
| C3 | 39°37'48" | 70.00' | 48.42' |



T 5 S , R 5 W



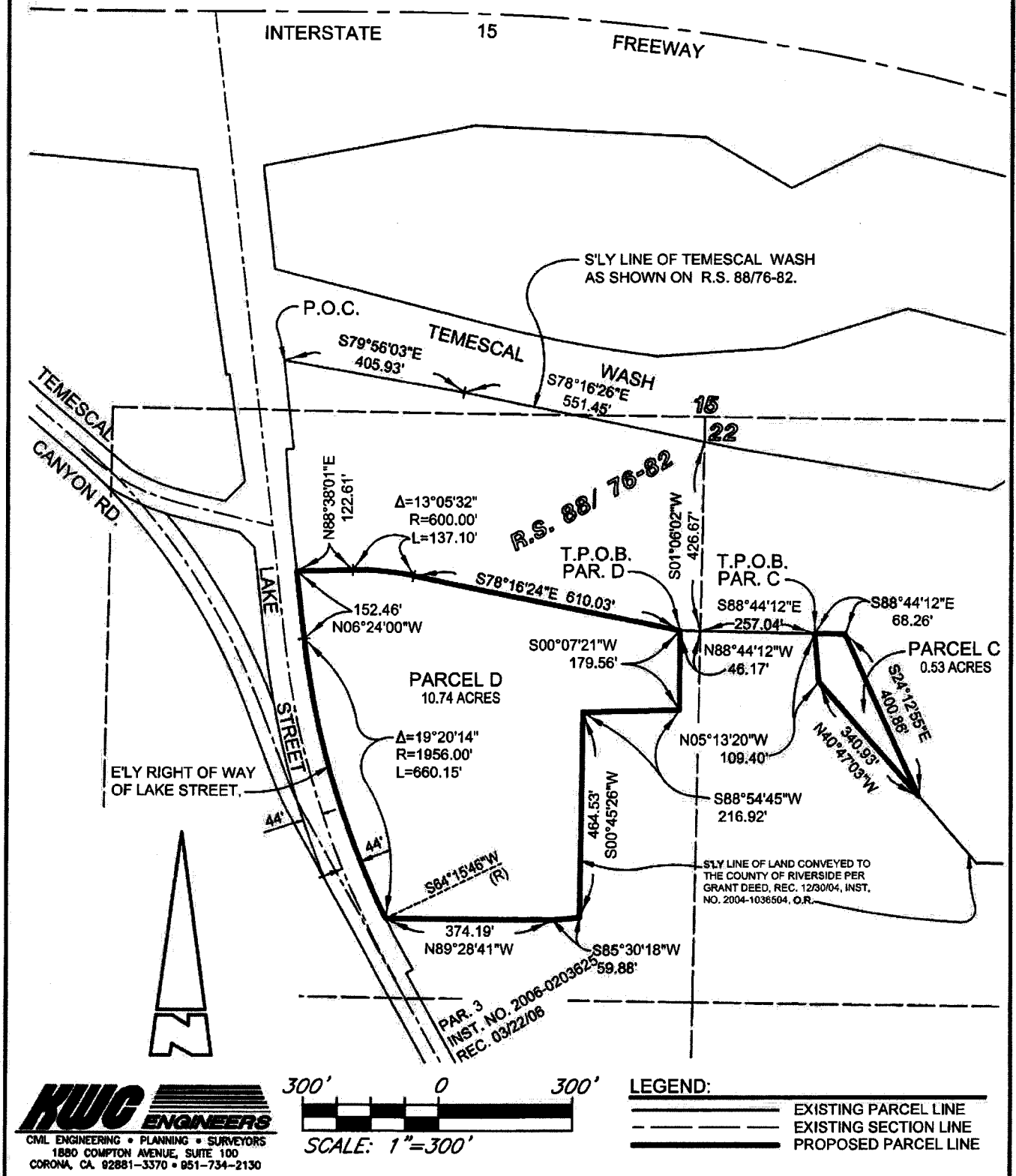
KUC ENGINEERS
 CIVIL ENGINEERING • PLANNING • SURVEYORS
 1880 COMPTON AVENUE, SUITE 100
 CORONA, CA. 92881-3370 • 951-734-2130

LEGEND:
 ——— EXISTING PARCEL LINE
 - - - EXISTING SECTION LINE
 ——— PROPOSED PARCEL LINE

EXHIBIT "A1"
 COUNTY OF RIVERSIDE TO
 CASTLE & COOKE COMMERCIAL-CA, INC.

SHEET 6 OF 6 SHEETS

T 5 S , R 5 W



KWC ENGINEERS
 CIVIL ENGINEERING • PLANNING • SURVEYORS
 1880 COMPTON AVENUE, SUITE 100
 CORONA, CA 92881-3370 • 951-734-2130

300' 0 300'
 SCALE: 1"=300'

LEGEND:
 ——— EXISTING PARCEL LINE
 - - - EXISTING SECTION LINE
 ——— PROPOSED PARCEL LINE

CLOSURE CALCULATIONS FOR EXHIBIT "A1"
COUNTY OF RIVERSIDE TO CASTLE & COOKE COMMERCIAL-CA, INC.

Parcel A

North: 2204913.4334' East: 6218688.6042'

Segment #1 : Line

Course: N41°37'29"E Length: 166.45'

North: 2205037.8567' East: 6218799.1684'

Segment #2 : Curve

Length: 576.86' Radius: 1745.00'

Delta: 018°56'26" Tangent: 291.08'

Chord: 574.23' Course: S13°57'49"W

Course In: N85°30'24"W Course Out: S66°33'58"E

RP North: 2205174.5654' East: 6217059.5317'

End North: 2204480.5952' East: 6218660.6034'

Segment #3 : Line

Course: S23°26'02"W Length: 195.37'

North: 2204301.3394' East: 6218582.9065'

Segment #4 : Curve

Length: 444.46' Radius: 1045.00'

Delta: 024°22'08" Tangent: 225.64'

Chord: 441.11' Course: S35°37'06"W

Course In: N66°33'58"W Course Out: S42°11'50"E

RP North: 2204716.9262' East: 6217624.0986'

End North: 2203942.7513' East: 6218326.0091'

Segment #5 : Line

Course: S47°48'10"W Length: 268.41'

North: 2203762.4644' East: 6218127.1610'

Segment #6 : Line

Course: S11°20'01"W Length: 28.60'

North: 2203734.4221' East: 6218121.5405'

Segment #7 : Line

Course: N42°11'50"W Length: 254.20'

North: 2203922.7430' East: 6217950.7982'

Segment #8 : Line

Course: N32°56'52"E Length: 425.57'

North: 2204279.8671' East: 6218182.2549'

Segment #9 : Line

Course: N43°06'11"E Length: 169.95'
North: 2204403.9520' East: 6218298.3838'

Segment #10 : Line
Course: N33°14'54"E Length: 320.81'
North: 2204672.2461' East: 6218474.2740'

Segment #11 : Line
Course: N41°37'29"E Length: 322.66'
North: 2204913.4381' East: 6218688.6005'

Perimeter: 3173.31' Area: 344706.50 Sq. Ft.
Error Closure: 0.0060 Course: N37°39'59"W
Error North: 0.00474 East: -0.00366
Precision 1: 528890.00

Name: PARCEL B
North: 2208965.9442' East: 6217709.1528'

Segment #1 : Line
Course: N19°45'52"W Length: 86.91'
North: 2209047.7344' East: 6217679.7638'

Segment #2 : Line
Course: N58°17'49"W Length: 368.89'
North: 2209241.5923' East: 6217365.9184'

Segment #3 : Line
Course: S75°09'21"W Length: 529.98'
North: 2209105.8163' East: 6216853.6259'

Segment #4 : Line
Course: N02°49'18"W Length: 81.54'
North: 2209187.2574' East: 6216849.6119'

Segment #5 : Line
Course: N57°38'08"E Length: 228.53'
North: 2209309.5901' East: 6217042.6421'

Segment #6 : Line
Course: N76°19'36"E Length: 124.89'
North: 2209339.1124' East: 6217163.9926'

Segment #7 : Line
Course: N85°40'14"E Length: 184.05'
North: 2209353.0065' East: 6217347.5174'

Segment #8 : Line
Course: S36°00'49"E Length: 139.07'
North: 2209240.5159' East: 6217429.2874'

Segment #9 : Line
Course: S51°32'37"E Length: 53.43'
North: 2209207.2868' East: 6217471.1275'

Segment #10 : Line
Course: S63°32'24"E Length: 218.06'
North: 2209110.1252' East: 6217666.3448'

Segment #11 : Line
Course: S44°55'38"E Length: 82.30'
North: 2209051.8564' East: 6217724.4657'

Segment #12 : Line
Course: N77°59'36"E Length: 245.09'
North: 2209102.8414' East: 6217964.1940'

Segment #13 : Line
Course: S35°10'50"E Length: 110.65'
North: 2209012.4027' East: 6218027.9455'

Segment #14 : Line
Course: S07°53'49"W Length: 96.34'
North: 2208916.9763' East: 6218014.7092'

Segment #15 : Line
Course: S15°59'38"E Length: 33.14'
North: 2208885.1191' East: 6218023.8404'

Segment #16 : Line
Course: S38°50'02"E Length: 111.07'
North: 2208798.5992' East: 6218093.4885'

Segment #17 : Line
Course: S43°11'43"E Length: 105.85'
North: 2208721.4319' East: 6218165.9414'

Segment #18 : Line
Course: S73°49'28"E Length: 220.27'
North: 2208660.0688' East: 6218377.4915'

Segment #19 : Line
Course: N63°19'46"E Length: 201.76'
North: 2208750.6308' East: 6218557.7847'

Segment #20 : Line
Course: S34°50'22"E Length: 241.54'
North: 2208552.3853' East: 6218695.7714'

Segment #21 : Line
Course: S11°13'33"E Length: 28.41'
North: 2208524.5189' East: 6218701.3021'

Segment #22 : Line
Course: S13°24'24"W Length: 78.25'
North: 2208448.4013' East: 6218683.1590'

Segment #23 : Line
Course: S51°43'14"W Length: 50.50'
North: 2208417.1167' East: 6218643.5166'

Segment #24 : Line
Course: S29°18'07"E Length: 43.81'
North: 2208378.9120' East: 6218664.9577'

Segment #25 : Line
Course: S15°16'44"W Length: 45.58'
North: 2208334.9431' East: 6218652.9466'

Segment #26 : Line
Course: S03°59'40"E Length: 48.14'
North: 2208286.9200' East: 6218656.3000'

Segment #27 : Line
Course: S41°14'50"E Length: 115.25'
North: 2208200.2668' East: 6218732.2854'

Segment #28 : Line
Course: S57°34'43"E Length: 61.68'
North: 2208167.1976' East: 6218784.3512'

Segment #29 : Line
Course: S88°05'18"E Length: 127.48'
North: 2208162.9450' East: 6218911.7603'

Segment #30 : Line
Course: S65°50'34"E Length: 52.57'
North: 2208141.4311' East: 6218959.7265'

Segment #31 : Line
Course: S52°53'46"E Length: 70.10'
North: 2208099.1425' East: 6219015.6342'

Segment #32 : Line
Course: S79°01'11"E Length: 72.19'
North: 2208085.3924' East: 6219086.5027'

Segment #33 : Curve
Length: 27.86' Radius: 145.00'
Delta: 011°00'30" Tangent: 13.97'
Chord: 27.82' Course: N30°06'41"E
Course In: S65°23'34"E Course Out: N54°23'04"W
RP North: 2208025.0150' East: 6219218.3343'
End North: 2208109.4549' East: 6219100.4576'

Segment #34 : Line
Course: N40°54'08"E Length: 83.38'
North: 2208172.4758' East: 6219155.0523'

Segment #35 : Line
Course: N75°30'08"E Length: 67.11'
North: 2208189.2763' East: 6219220.0254'

Segment #36 : Line
Course: S77°32'51"E Length: 74.84'
North: 2208173.1385' East: 6219293.1048'

Segment #37 : Line
Course: S64°39'54"E Length: 104.95'
North: 2208128.2294' East: 6219387.9608'

Segment #38 : Line
Course: S47°28'14"E Length: 97.29'
North: 2208062.4643' East: 6219459.6567'

Segment #39 : Line
Course: S57°00'34"E Length: 26.28'
North: 2208048.1549' East: 6219481.6994'

Segment #40 : Curve
Length: 91.18' Radius: 100.00'
Delta: 052°14'27" Tangent: 49.03'
Chord: 88.05' Course: S53°59'49"E
Course In: S09°52'58"W Course Out: N62°07'25"E
RP North: 2207949.6388' East: 6219464.5361'
End North: 2207996.3953' East: 6219552.9319'

Segment #41 : Line
Course: S27°52'35"E Length: 49.28'

North: 2207952.8339' East: 6219575.9735'

Segment #42 : Curve

Length: 48.42' Radius: 70.00'

Delta: 039°37'48" Tangent: 25.22'

Chord: 47.46' Course: S08°03'41"E

Course In: S62°07'25"W Course Out: S78°14'47"E

RP North: 2207920.1043' East: 6219514.0964'

End North: 2207905.8450' East: 6219582.6287'

Segment #43 : Line

Course: S11°45'13"W Length: 64.96'

North: 2207842.2471' East: 6219569.3961'

Segment #44 : Line

Course: S38°41'11"W Length: 121.29'

North: 2207747.5707' East: 6219493.5830'

Segment #45 : Line

Course: S10°40'02"E Length: 96.80'

North: 2207652.4435' East: 6219511.5011'

Segment #46 : Line

Course: S32°18'15"E Length: 70.72'

North: 2207592.6693' East: 6219549.2948'

Segment #47 : Line

Course: S41°24'37"E Length: 63.10'

North: 2207545.3448' East: 6219591.0321'

Segment #48 : Line

Course: S32°29'56"E Length: 194.06'

North: 2207381.6742' East: 6219695.2973'

Segment #49 : Line

Course: S68°55'29"E Length: 80.42'

North: 2207352.7556' East: 6219770.3379'

Segment #50 : Line

Course: S62°26'58"E Length: 234.40'

North: 2207244.3384' East: 6219978.1576'

Segment #51 : Line

Course: S03°48'43"W Length: 137.89'

North: 2207106.7534' East: 6219968.9904'

Segment #52 : Line

Course: S49°17'06"W Length: 212.87'

North: 2206967.8990' East: 6219807.6427'

Segment #53 : Line
Course: N61°05'29"W Length: 211.00'
North: 2207069.8993' East: 6219622.9350'

Segment #54 : Line
Course: N68°50'06"W Length: 440.81'
North: 2207229.0560' East: 6219211.8601'

Segment #55 : Line
Course: N19°59'07"E Length: 397.34'
North: 2207602.4683' East: 6219347.6624'

Segment #56 : Line
Course: N14°46'29"W Length: 134.01'
North: 2207732.0474' East: 6219313.4873'

Segment #57 : Line
Course: N28°33'43"W Length: 306.17'
North: 2208000.9568' East: 6219167.1048'

Segment #58 : Line
Course: N80°13'05"W Length: 472.02'
North: 2208081.1525' East: 6218701.9473'

Segment #59 : Line
Course: N46°52'49"W Length: 124.75'
North: 2208166.4222' East: 6218610.8889'

Segment #60 : Line
Course: N66°32'19"W Length: 110.04'
North: 2208210.2326' East: 6218509.9460'

Segment #61 : Line
Course: N24°32'42"W Length: 109.26'
North: 2208309.6193' East: 6218464.5586'

Segment #62 : Line
Course: N45°15'05"W Length: 282.27'
North: 2208508.3367' East: 6218264.0897'

Segment #63 : Line
Course: N75°01'37"W Length: 447.21'
North: 2208623.8800' East: 6217832.0637'

Segment #64 : Line
Course: N19°45'52"W Length: 363.48'

North: 2208965.9477' East: 6217709.1514'

Perimeter: 9602.76' Area: 898215.91 Sq. Ft.
Error Closure: 0.0038 Course: N20°39'39"W
Error North: 0.00352 East: -0.00133

Precision 1: 2527047.37

Name: PARCEL C

North: 2209765.7040' East: 6215328.7686'

Segment #1 : Line
Course: S88°44'12"E Length: 68.26'
North: 2209764.1990' East: 6215397.0120'

Segment #2 : Line
Course: S24°12'55"E Length: 400.86'
North: 2209398.6104' East: 6215561.4312'

Segment #3 : Line
Course: N40°47'03"W Length: 340.93'
North: 2209656.7543' East: 6215338.7319'

Segment #4 : Line
Course: N05°13'20"W Length: 109.40'
North: 2209765.7002' East: 6215328.7744'

Perimeter: 919.45' Area: 23196.35 Sq. Ft.
Error Closure: 0.0070 Course: S56°40'24"E
Error North: -0.00383 East: 0.00583

Precision 1: 131350.00

Name: PARCEL D

North: 2209772.3890' East: 6215025.6323'

Segment #1 : Line
Course: S00°07'21"W Length: 179.56'
North: 2209592.8294' East: 6215025.2484'

Segment #2 : Line
Course: S88°54'45"W Length: 216.92'
North: 2209588.7125' East: 6214808.3674'

Segment #3 : Line
Course: S00°45'26"W Length: 464.53'
North: 2209124.2230' East: 6214802.2284'

Segment #4 : Line
Course: S85°30'18"W Length: 59.88'
North: 2209119.5301' East: 6214742.5326'

Segment #5 : Line
Course: N89°28'41"W Length: 374.19'
North: 2209122.9388' East: 6214368.3581'

Segment #6 : Curve
Length: 660.15' Radius: 1956.00'
Delta: 019°20'14" Tangent: 333.24'
Chord: 657.02' Course: N16°04'07"W
Course In: N64°15'46"E Course Out: S83°36'00"W
RP North: 2209972.3208' East: 6216130.3133'
End North: 2209754.2876' East: 6214186.5033'

Segment #7 : Line
Course: N06°24'00"W Length: 152.46'
North: 2209905.7974' East: 6214169.5087'

Segment #8 : Line
Course: N88°38'01"E Length: 122.61'
North: 2209908.7211' East: 6214292.0838'

Segment #9 : Curve
Length: 137.10' Radius: 600.00'
Delta: 013°05'32" Tangent: 68.85'
Chord: 136.80' Course: S84°49'12"E
Course In: S01°21'59"E Course Out: N11°43'34"E

RP North: 2209308.8918' East: 6214306.3913'
End North: 2209896.3699' East: 6214428.3314'

Segment #10 : Line
Course: S78°16'24"E Length: 610.03'
North: 2209772.3856' East: 6215025.6290'

Perimeter: 2977.43' Area: 468010.63 Sq. Ft.
Error Closure: 0.0047 Course: S43°05'11"W
Error North: -0.00345 East: -0.00322

Precision 1: 633495.74

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EXHIBIT B-1

Legal Descriptions and Plat Maps for C&C Exchange Property to be conveyed to County (9 pages)

And For Reference Only - Closure Calculations for Exhibit B-1 (5 pages)

EXHIBIT "B1"
LEGAL DESCRIPTION
OF
CASTLE & COOKE COMMERCIAL-CA, INC.
TO COUNTY OF RIVERSIDE

Parcel "A":

Being portions of Parcel 1 of a Grant Deed, Recorded March 22, 2006, as Instrument No. 2006-0203625, of Official Records, in the Office of the County Recorder of the County of Riverside, State of California, lying within Section 23, Township 5 South, Range 5 West, San Bernardino Meridian, of said County, according to the official plat thereof, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 23, as shown on a Record of Survey on file in Book 88, Pages 76 through 82, of Record of Surveys, records of said County;

Thence east along the south line of said Section 23, South 89°04'59" East, a distance of 1042.16 feet to a point lying on the westerly line of that land conveyed to the County of Riverside by Grant Deed, Recorded December 30, 2004, as Instrument No. 2004-1036504, of Official Records, of said County;

Thence northeasterly along said westerly line, North 41°37'29" East, a distance of 166.45 feet to the beginning of a non-tangent curve, concave westerly and having a radius of 1745.00 feet, a radial bearing to said point bears South 85°30'24" East, said point also being the **TRUE POINT OF BEGINNING**;

Thence northerly along said non-tangent curve, leaving said westerly line, through a central angle of 21°57'23", an arc distance of 668.70 feet to the beginning of a non-tangent line, a radial bearing to said point bears North 72°32'13" East;

Thence North 62°02'43" East, a distance of 268.17 feet to the beginning of a tangent curve, concave northwesterly and having a radius of 924.00 feet;

Thence northeasterly along said tangent curve, through a central angle of 18°30'20", an arc distance of 298.43 feet to the beginning of a reverse curve, concave southerly and having a radius of 41.00 feet, a radial bearing through said point bears North 46°27'36" West;

Thence northeasterly along said reverse curve, through a central angle of 57°01'37", an arc distance of 40.81 feet to the beginning of a reverse curve, concave northerly and having a radius of 109.00 feet, a radial bearing though said point bears South 10°34'00" West;

Thence northeasterly along said reverse curve, through a central angle of 39°21'21", an arc distance of 74.87 feet to the beginning of a tangent line;

Thence northeasterly along said tangent line, North 61°12'40" East, a distance of 32.36 feet to the beginning of a tangent curve, concave northwesterly and having a radius of 309.00 feet;

Thence northeasterly along said tangent curve, through a central angle of 33°59'25", an arc distance of 183.31 feet to the beginning of a tangent line;

Thence northeasterly along said tangent line, North 27°13'15" East, a distance of 127.89 feet to the beginning of a tangent curve, concave southeasterly and having a radius of 291.00 feet;

Thence northeasterly along said tangent curve, through a central angle of 18°02'11", an arc distance of 91.60 feet to the beginning of a tangent line;

Thence northeasterly along said tangent line, North 45°15'26" East, a distance of 495.50 feet to the beginning of a non-tangent curve, concave westerly and having a radius of 354.00 feet, a radial bearing to said point bears North 89°13'22" East;

Thence northerly and northwesterly along said non-tangent curve, through a central angle of 31°41'14", an arc distance of 195.78 feet to a point lying on the southwesterly line of said Instrument No. 2004-1036504, said point also being the beginning of a non-tangent line, a radial bearing to said point bears North 57°32'08" East;

The following nine (9) course are along the southwesterly and westerly line of said Instrument No. 2004-1036504:

1. Thence South 37°52'55" East, a distance of 132.83 feet;
2. Thence South 02°44'53" East, a distance of 126.72 feet;
3. Thence South 24°50'47" West, a distance of 164.28 feet;
4. Thence South 16°21'18" West, a distance of 814.59 feet;
5. Thence South 22°47'57" West, a distance of 343.25 feet;
6. Thence South 29°38'22" West, a distance of 375.65 feet;
7. Thence South 84°08'08" West, a distance of 215.58 feet;
8. Thence South 86°03'32" West, a distance of 322.53 feet;
9. Thence South 41°37'29" West, a distance of 8.78 feet to the **TRUE POINT OF BEGINNING.**

Containing 19.49 acres, more or less.

As shown on the attached exhibit hereto and made a part hereof.

PARCEL "B":

Being portions of Parcels 3 and 6 of a Grant Deed, Recorded March 22, 2006, as Instrument No. 2006-0203625, of Official Records, in the Office of the County Recorder of the County of Riverside, State of California, lying within Section 22, Township 5 South, Range 5 West, San Bernardino Meridian, of said County, according to the official plat thereof, being more particularly described as follows:

COMMENCING at the southwest corner of Section 23, as shown on a Record of Survey on file in Book 88, Pages 76 through 82, of Record of Surveys, records of said County;

Thence north along the west line of said Section 23, North $00^{\circ}53'18''$ East, a distance of 4036.32 feet to a point lying on the southwesterly line of that land conveyed to the County of Riverside by Grant Deed, Recorded December 30, 2004, as Instrument No. 2004-1036504, of Official Records, of said County;

The following four (4) courses are along the southerly and southwesterly line of said Instrument No. 2004-1036504:

1. Thence North $19^{\circ}45'52''$ West, a distance of 86.92 feet;
2. Thence North $58^{\circ}17'49''$ West, a distance of 368.89 feet;
3. Thence South $75^{\circ}09'21''$ West, a distance of 529.98 feet;
4. Thence North $02^{\circ}49'18''$ West, a distance of 81.54 feet to the **TRUE POINT OF BEGINNING**;

Thence southwesterly, leaving said southwesterly line, South $78^{\circ}16'15''$ West, a distance of 65.67 feet;

Thence North $72^{\circ}42'25''$ West, a distance of 64.72 feet;

Thence South $45^{\circ}49'31''$ West, a distance of 584.10 feet;

Thence North $44^{\circ}10'29''$ West, a distance of 310.83 feet to the beginning of a tangent curve, concave southerly and having a radius of 795.00 feet;

Thence northwesterly along said tangent curve, through a central angle of $43^{\circ}10'39''$, an arc distance of 599.10 feet to the beginning of a non-tangent line, a radial bearing to said point bears North $02^{\circ}38'51''$ East;

Thence northerly along said non-tangent line North $02^{\circ}38'17''$ East, a distance of 149.55 feet to a point lying on the southerly line of said Instrument No. 2004-1036504;

The following seventeen (17) courses are along the southerly, southeasterly and southwesterly line of said Instrument No. 2004-1036504:

1. Thence South 40°47'03" East, a distance of 201.70 feet;
2. Thence South 89°34'46" East, a distance of 159.24 feet;
3. Thence North 06°56'16" West, a distance of 73.13 feet;
4. Thence North 59°27'28" East, a distance of 154.25 feet;
5. Thence South 65°14'28" East, a distance of 176.56 feet;
6. Thence North 31°23'11" East, a distance of 187.10 feet;
7. Thence North 10°04'01" West, a distance of 316.83 feet;
8. Thence North 7°47'25" East, a distance of 217.01 feet;
9. Thence South 85°45'54" East, a distance of 150.54 feet;
10. Thence South 53°40'42" East, a distance of 248.70 feet;
11. Thence North 82°12'58" East, a distance of 51.78 feet;
12. Thence North 46°06'48" East, a distance of 69.28 feet;
13. Thence North 50°49'26" East, a distance of 195.23 feet;
14. Thence South 44°01'13" East, a distance of 368.85 feet;
15. Thence South 21°14'17" East, a distance of 269.17 feet;
16. Thence South 31°09'13" West, a distance of 236.83 feet;
17. Thence South 57°38'09" West, a distance of 228.51 feet to the **TRUE POINT OF BEGINNING.**

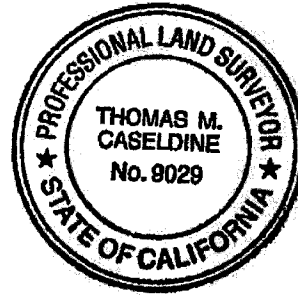
Containing 20.49 acres, more or less.

As shown on the attached exhibit hereto and made a part hereof.

KWC ENGINEERS

CIVIL ENGINEERS • PLANNERS • SURVEYORS

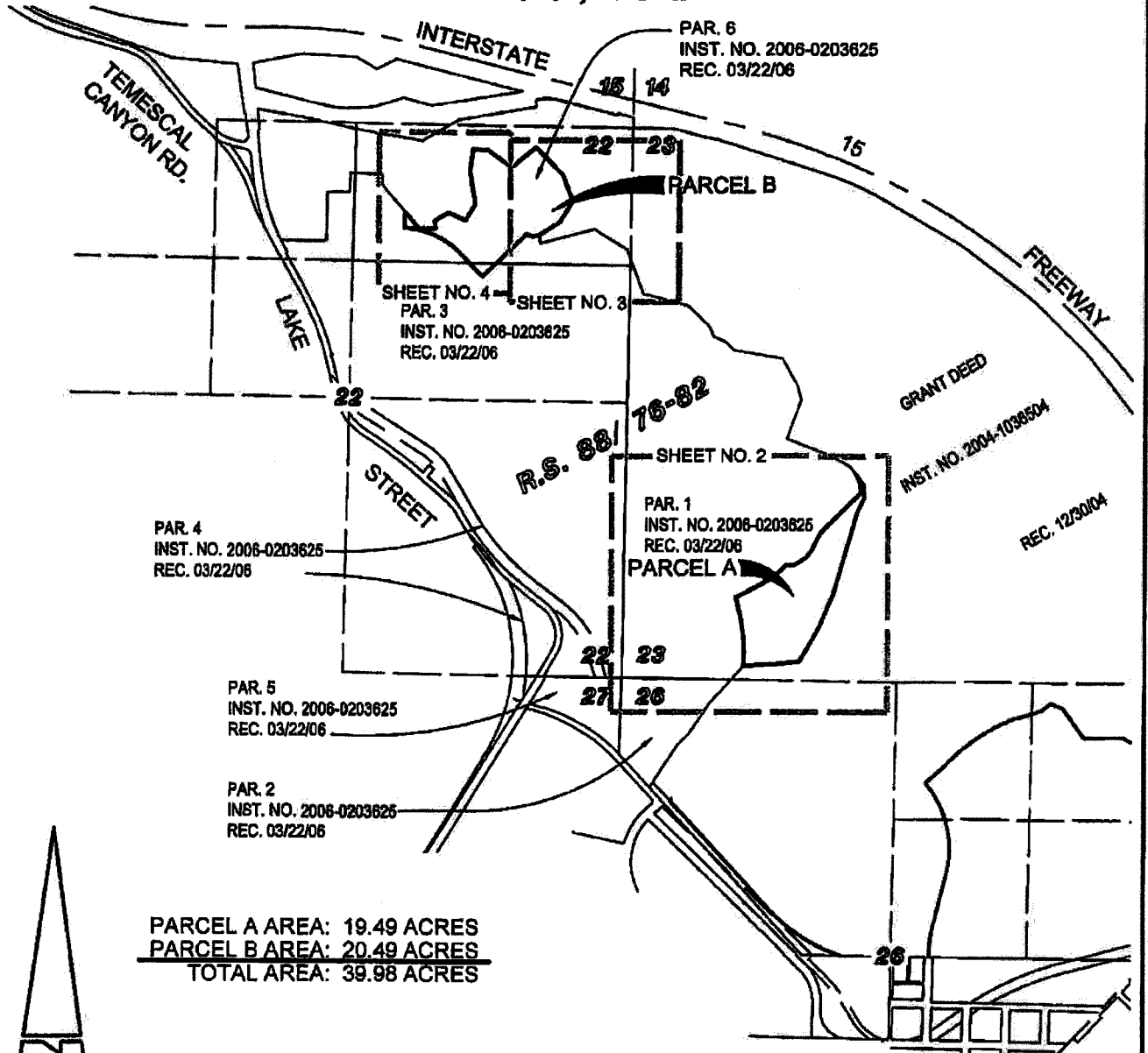
Thomas Caseldine 3-4-16
Thomas M. Caseldine Date
P.L.S. 9029 Expires 09-30-17



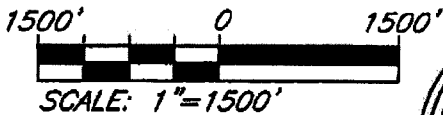
March 7, 2016
TMC/KWC/tmc
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CASTLE & COOKE COMMERCIAL-CA, INC.
TO COUNTY OF RIVERSIDE

T 5 S , R 5 W



PARCEL A AREA: 19.49 ACRES
 PARCEL B AREA: 20.49 ACRES
 TOTAL AREA: 39.98 ACRES



SHEET INDEX
 SCALE: 1"=1500'

LEGEND:

- EXISTING PARCEL LINE
- EXISTING SECTION LINE
- PROPOSED PARCEL LINE
- DETAIL SHEET BOUNDARY

KUC ENGINEERS
 CIVIL ENGINEERING • PLANNING • SURVEYORS
 1880 COMPTON AVENUE, SUITE 100
 CORONA, CA. 92681-3370 • 951-734-2130

Thomas Caseldine 3-4-16
 THOMAS M. CASELDINE DATE
 L.S. 9029 Exp. 09-30-17

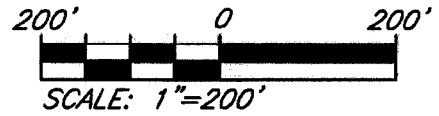
EXHIBIT "B1"
 CASTLE & COOKE COMMERCIAL-CA, INC.
 TO COUNTY OF RIVERSIDE

SHEET 3 OF 4 SHEETS

T 5 S , R 5 W

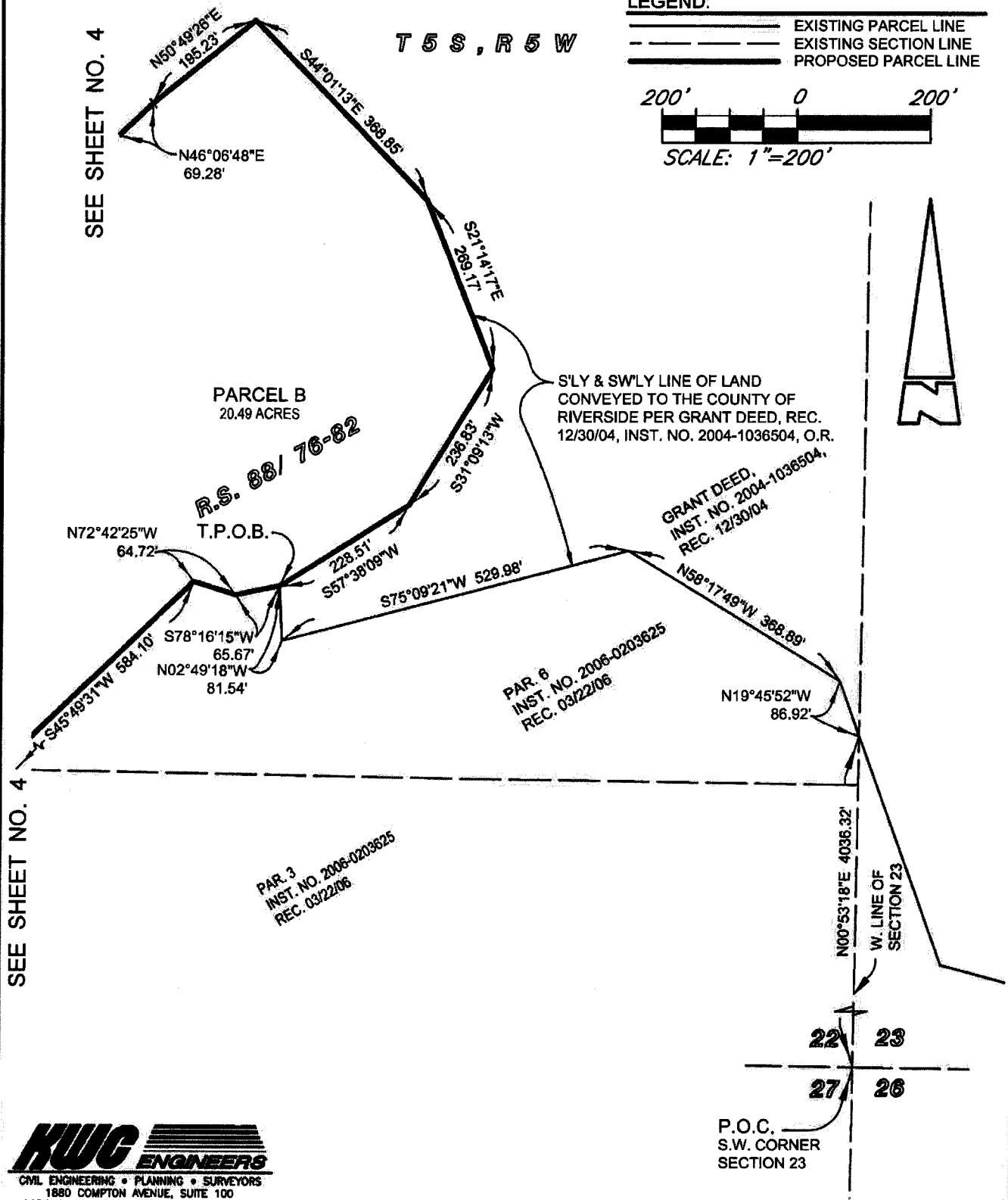
LEGEND:

-  EXISTING PARCEL LINE
-  EXISTING SECTION LINE
-  PROPOSED PARCEL LINE



SEE SHEET NO. 4

SEE SHEET NO. 4




KWC ENGINEERS
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 1880 COMPTON AVENUE, SUITE 100
 CORONA, CA. 92881-3370 • 951-734-2130

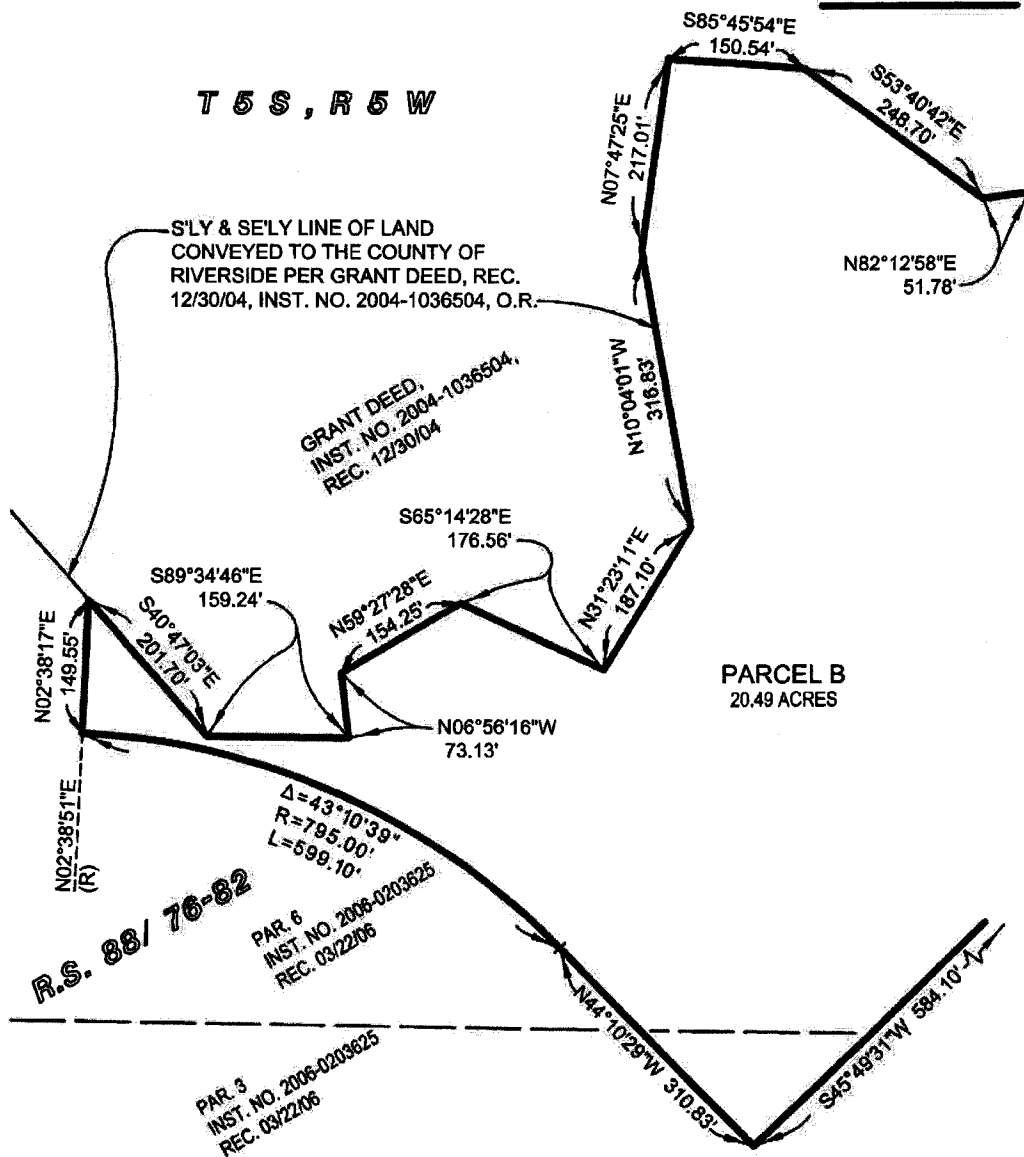
EXHIBIT "B1"
 CASTLE & COOKE COMMERCIAL-CA, INC.
 TO COUNTY OF RIVERSIDE

SHEET 4 OF 4 SHEETS

T 5 S , R 5 W

LEGEND:

-  EXISTING PARCEL LINE
-  EXISTING SECTION LINE
-  PROPOSED PARCEL LINE



S'LY & SE'LY LINE OF LAND
 CONVEYED TO THE COUNTY OF
 RIVERSIDE PER GRANT DEED, REC.
 12/30/04, INST. NO. 2004-1036504, O.R.

GRANT DEED,
 INST. NO. 2004-1036504,
 REC. 12/30/04

PARCEL B
 20.49 ACRES

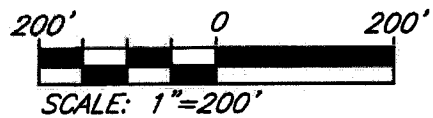
R.S. 88/76-82

PAR. 3
 INST. NO. 2006-0203825
 REC. 03/22/06

PAR. 6
 INST. NO. 2006-0203825
 REC. 03/22/06

SEE SHEET NO. 3

SEE SHEET NO. 3



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CLOSURE CALCULATIONS FOR EXHIBIT "B1"

CASTLE & COOKE COMMERCIAL-CA, INC. TO COUNTY OF RIVERSIDE

Name: PARCEL A

End North: 2205037.8534' East: 6218799.1655'

Segment #1 : Curve

Length: 668.70' Radius: 1745.00'

Delta: 021°57'23" Tangent: 338.50'

Chord: 664.62' Course: N06°29'05"W

Course In: N85°30'24"W Course Out: N72°32'13"E

RP North: 2205174.5622' East: 6217059.5288'

End North: 2205698.2206' East: 6218724.1029'

Segment #2 : Line

Course: N62°02'43"E Length: 268.17'

North: 2205823.9316' East: 6218960.9824'

Segment #3 : Curve

Length: 298.43' Radius: 924.00'

Delta: 018°30'20" Tangent: 150.53'

Chord: 297.14' Course: N52°47'33"E

Course In: N27°57'17"W Course Out: S46°27'36"E

RP North: 2206640.1177' East: 6218527.8355'

End North: 2206003.6103' East: 6219197.6372'

Segment #4 : Curve

Length: 40.81' Radius: 41.00'

Delta: 057°01'37" Tangent: 22.27'

Chord: 39.14' Course: N72°03'12"E

Course In: S46°27'36"E Course Out: N10°34'00"E

RP North: 2205975.3670' East: 6219227.3579'

End North: 2206015.6718' East: 6219234.8764'

Segment #5 : Curve

Length: 74.87' Radius: 109.00'

Delta: 039°21'21" Tangent: 38.98'

Chord: 73.41' Course: N80°53'20"E

Course In: N10°34'00"E Course Out: S28°47'21"E

RP North: 2206122.8234' East: 6219254.8648'

End North: 2206027.2960' East: 6219307.3579'

Segment #6 : Line

Course: N61°12'40"E Length: 32.36'

North: 2206042.8801' East: 6219335.7182'

Segment #7 : Curve

Length: 183.31' Radius: 309.00'

Delta: 033°59'25" Tangent: 94.44'

Chord: 180.64' Course: N44°12'58"E
Course In: N28°47'20"W Course Out: S62°46'45"E
RP North: 2206313.6877' East: 6219186.9088'
End North: 2206172.3445' East: 6219461.6871'

Segment #8 : Line

Course: N27°13'15"E Length: 127.89'
North: 2206286.0707' East: 6219520.1867'

Segment #9 : Curve

Length: 91.60' Radius: 291.00'
Delta: 018°02'11" Tangent: 46.18'
Chord: 91.23' Course: N36°14'21"E
Course In: S62°46'45"E Course Out: N44°44'34"W
RP North: 2206152.9611' East: 6219778.9585'
End North: 2206359.6509' East: 6219574.1163'

Segment #10 : Line

Course: N45°15'26"E Length: 495.50'
North: 2206708.4458' East: 6219926.0571'

Segment #11 : Curve

Length: 195.78' Radius: 354.00'
Delta: 031°41'14" Tangent: 100.46'
Chord: 193.29' Course: N16°37'15"W
Course In: S89°13'22"W Course Out: N57°32'08"E
RP North: 2206703.6439' East: 6219572.0897'
End North: 2206893.6627' East: 6219870.7682'

Segment #12 : Line

Course: S37°52'55"E Length: 132.83'
North: 2206788.8229' East: 6219952.3307'

Segment #13 : Line

Course: S02°44'53"E Length: 126.72'
North: 2206662.2486' East: 6219958.4062'

Segment #14 : Line

Course: S24°50'47"W Length: 164.28'
North: 2206513.1748' East: 6219889.3779'

Segment #15 : Line

Course: S16°21'18"W Length: 814.59'
North: 2205731.5468' East: 6219659.9992'

Segment #16 : Line

Course: S22°47'57"W Length: 343.25'
North: 2205415.1154' East: 6219526.9890'

Segment #17 : Line
Course: S29°38'22"W Length: 375.65'
North: 2205088.6174' East: 6219341.2149'

Segment #18 : Line
Course: S84°08'08"W Length: 215.58'
North: 2205066.5905' East: 6219126.7632'

Segment #19 : Line
Course: S86°03'32"W Length: 322.53'
North: 2205044.4226' East: 6218804.9959'

Segment #20 : Line
Course: S41°37'29"W Length: 8.78'
North: 2205037.8595' East: 6218799.1638'

Perimeter: 4981.64' Area: 848922.53 Sq. Ft.
Error Closure: 0.0063 Course: N15°41'05"W
Error North: 0.00603 East: -0.00169
Precision 1: 790734.92

Name: PARCEL B
North: 2209187.2697' East: 6216849.6293'

Segment #1 : Line
Course: S78°16'15"W Length: 65.67'
North: 2209173.9199' East: 6216785.3305'

Segment #2 : Line
Course: N72°42'25"W Length: 64.72'
North: 2209193.1585' East: 6216723.5360'

Segment #3 : Line
Course: S45°49'31"W Length: 584.10'
North: 2208786.1292' East: 6216304.6089'

Segment #4 : Line
Course: N44°10'29"W Length: 310.83'
North: 2209009.0621' East: 6216088.0074'

Segment #5 : Curve
Length: 599.10' Radius: 795.00'
Delta: 043°10'39" Tangent: 314.58'
Chord: 585.03' Course: N65°45'49"W
Course In: S45°49'31"W Course Out: N02°38'51"E
RP North: 2208455.0673' East: 6215517.8190'
End North: 2209249.2187' East: 6215554.5410'

Segment #6 : Line
Course: N02°38'17"E Length: 149.55'
North: 2209398.6103' East: 6215561.4243'

Segment #7 : Line
Course: S40°47'03"E Length: 201.70'

North: 2209245.8879' East: 6215693.1770'
Segment #8 : Line
Course: S89°34'46"E Length: 159.24'
North: 2209244.7191' East: 6215852.4127'
Segment #9 : Line
Course: N06°56'16"W Length: 73.13'
North: 2209317.3137' East: 6215843.5792'
Segment #10 : Line
Course: N59°27'28"E Length: 154.25'
North: 2209395.6994' East: 6215976.4278'
Segment #11 : Line
Course: S65°14'28"E Length: 176.56'
North: 2209321.7559' East: 6216136.7581'
Segment #12 : Line
Course: N31°23'11"E Length: 187.10'
North: 2209481.4784' East: 6216234.2011'
Segment #13 : Line
Course: N10°04'01"W Length: 316.83'
North: 2209793.4306' East: 6216178.8196'
Segment #14 : Line
Course: N07°47'25"E Length: 217.01'
North: 2210008.4378' East: 6216208.2347'
Segment #15 : Line
Course: S85°45'54"E Length: 150.54'
North: 2209997.3208' East: 6216358.3637'
Segment #16 : Line
Course: S53°40'42"E Length: 248.70'
North: 2209850.0113' East: 6216558.7424'
Segment #17 : Line
Course: N82°12'58"E Length: 51.78'
North: 2209857.0242' East: 6216610.0453'
Segment #18 : Line
Course: N46°06'48"E Length: 69.28'
North: 2209905.0515' East: 6216659.9762'
Segment #19 : Line
Course: N50°49'26"E Length: 195.23'
North: 2210028.3795' East: 6216811.3201'
Segment #20 : Line
Course: S44°01'13"E Length: 368.85'
North: 2209763.1417' East: 6217067.6387'
Segment #21 : Line
Course: S21°14'17"E Length: 269.17'
North: 2209512.2528' East: 6217165.1438'
Segment #22 : Line
Course: S31°09'13"W Length: 236.83'
North: 2209309.5776' East: 6217042.6236'
Segment #23 : Line
Course: S57°38'09"W Length: 228.51'

North: 2209187.2654' East: 6216849.6277'
Perimeter: 5078.66' Area: 892461.34 Sq. Ft.
Error Closure: 0.0046 Course: S19°36'03"W
Error North: -0.00431 East: -0.00153
Precision 1: 1104056.52

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EXHIBIT C-1

Legal Description for Temporary Operations and Permanent Maintenance Easement (16 pages)

And For Reference Only - Closure Calculations for Exhibit C-1 (12 pages)

EXHIBIT "C1"
LEGAL DESCRIPTION
FOR
TEMPORARY OPERATIONS AND
PERMANENT MAINTENANCE EASEMENT

That portion of Sections 15, 22, 23 and 26, Township 5 South, Range 5 West, San Bernardino Meridian, of Riverside County, State of California, according to the official plat thereof, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 23, as shown on a Record of Survey on file in Book 88, Pages 76 through 82, of Record of Surveys, records of said County;

Thence east along the south line of said Section 23, South $89^{\circ}04'59''$ East, a distance of 1042.16 feet to the beginning of a non-tangent curve concave westerly and having a radius of 1745.00 feet, said point also lying on the easterly line of Parcel "A" of that land conveyed as Parcel "A", "B", "C" and "D" to Castle & Cooke Commercial-Ca, Incorporated, Recorded _____, as Instrument No. _____, of Official Records of said County, a radial bearing to said point bears South $81^{\circ}20'34''$ East, said point also being the **TRUE POINT OF BEGINNING;**

Thence northerly along said easterly line and said non-tangent curve, through a central angle of $04^{\circ}09'50''$, an arc distance of 126.82 feet to a point lying on the westerly line of Parcel "A" of that land conveyed as Parcel "A" and "B" to the County of Riverside, Recorded _____, as Instrument No. _____, of Official Records of said County;

The following eleven (11) courses are along the westerly and northwesterly line of said Parcel "A" of land conveyed to the County of Riverside:

1. Thence northerly along said westerly line, continuing along said curve, through a central angle of $21^{\circ}57'23''$, an arc distance of 668.70 feet to the beginning of a non-tangent line, a radial bearing to said point bears North $72^{\circ}32'13''$ East;
2. Thence northeasterly along said non-tangent line, North $62^{\circ}02'43''$ East, a distance of 268.17 feet to the beginning of a tangent curve, concave northwesterly and having a radius of 924.00 feet;
3. Thence northeasterly along said tangent curve, through a central angle of $18^{\circ}30'20''$, an arc distance of 298.43 feet to the beginning of a reverse curve, concave southerly and having a radius of 41.00 feet, a radial bearing through said point bears North $46^{\circ}27'36''$ West;

4. Thence northeasterly and easterly along said reverse curve, through a central angle of 57°01'37", an arc distance of 40.81 feet to the beginning of a reverse curve, concave northerly and having a radius of 109.00 feet, a radial bearing through said point bears North 10°34'00" East;
5. Thence easterly and northeasterly along said reverse curve, through a central angle of 39°21'21", an arc distance of 74.87 feet to the beginning of a tangent line;
6. Thence northeasterly along said tangent line, North 61°12'40" East, a distance of 32.36 feet to the beginning of a tangent curve, concave northwesterly and having a radius of 309.00 feet;
7. Thence northeasterly along said tangent curve, through a central angle of 33°59'25", an arc distance of 183.31 feet to the beginning of a tangent line;
8. Thence northeasterly along said tangent line, North 27°13'15" East, a distance of 127.89 feet to the beginning of a tangent curve, concave southeasterly and having a radius of 291.00 feet;
9. Thence northeasterly along said tangent curve, through a central angle of 18°02'11", an arc distance of 91.60 feet to the beginning of a tangent line;
10. Thence northeasterly along said tangent line, North 45°15'26" East, a distance of 495.50 feet to the beginning of a non-tangent curve, concave southwesterly and having a radius of 354.00 feet, a radial bearing to said point bears North 89°13'22" East;
11. Thence northwesterly along said non-tangent curve, through a central angle of 31°41'14", an arc distance of 195.78 feet to the beginning of a non-tangent line, said point also lying on the southwesterly line of that land conveyed to the County of Riverside by Grant Deed, Recorded December 30, 2004, as Instrument No. 2004-1036504, of Official Records of said County, a radial bearing to said point bears North 57°32'08" East;

Thence northwesterly along said southwesterly line and said non-tangent line, North 37°52'55" West, a distance of 87.47 feet;

Thence northwesterly, continuing along said southwesterly line, North 61°05'29" West, a distance of 10.76 feet, to a point lying on the northeasterly line of said Parcel "B" of land conveyed to Castle & Cooke Commercial-Ca, Incorporated, Recorded _____, as Instrument No. _____, of Official Records of said County;

The following forty-seven (47) courses are along the northeasterly and northerly line of said Parcel "B" of land conveyed to Castle & Cooke Commercial-Ca, Incorporated:

1. Thence northeasterly, leaving said southwesterly line, North 49°17'06" East, a distance of 212.87 feet;

2. Thence North $03^{\circ}48'43''$ East, a distance of 137.89 feet;
3. Thence North $62^{\circ}26'58''$ West, a distance of 234.40 feet;
4. Thence North $68^{\circ}55'29''$ West, a distance of 80.42 feet;
5. Thence North $32^{\circ}29'56''$ West, a distance of 194.06 feet;
6. Thence North $41^{\circ}24'37''$ West, a distance of 63.10 feet;
7. Thence North $32^{\circ}18'15''$ West, a distance of 70.72 feet;
8. Thence North $10^{\circ}40'02''$ West, a distance of 96.80 feet;
9. Thence North $38^{\circ}41'11''$ East, a distance of 121.29 feet;
10. Thence North $11^{\circ}45'13''$ East, a distance of 64.96 feet to the beginning of a tangent curve, concave westerly and having a radius of 70.00 feet;
11. Thence northwesterly along said curve, through a central angle of $39^{\circ}37'49''$, an arc distance of 48.42 feet to the beginning of a tangent line;
12. Thence northwesterly along said tangent line, North $27^{\circ}52'35''$ West, a distance of 49.28 feet to the beginning of a tangent curve, concave southwesterly and having a radius of 100.00 feet;
13. Thence northwesterly along said curve, through a central angle of $52^{\circ}14'27''$, an arc distance of 91.18 feet to the beginning of a non-tangent line, a radial bearing to said point bears North $09^{\circ}52'55''$ East;
14. Thence northwesterly along said non-tangent line, North $57^{\circ}00'29''$ West, a distance of 26.29 feet;
15. Thence North $47^{\circ}28'14''$ West, a distance of 97.29 feet;
16. Thence North $64^{\circ}39'54''$ West, a distance of 104.95 feet;
17. Thence North $77^{\circ}32'51''$ West, a distance of 74.84 feet;
18. Thence South $75^{\circ}30'08''$ West, a distance of 67.11 feet;
19. Thence South $40^{\circ}54'08''$ West, a distance of 83.38 feet to the beginning of a non-tangent curve, concave southeasterly and having a radius of 145.00 feet, a radial bearing to said point bears North $54^{\circ}23'04''$ West;

20. Thence southwesterly along said non-tangent curve, through a central angle of $11^{\circ}00'30''$, an arc distance of 27.86 feet to the beginning of a non-tangent line, a radial bearing to said point bears North $65^{\circ}23'34''$ West;
21. Thence westerly along said non-tangent line, North $79^{\circ}01'11''$ West, a distance of 72.19 feet;
22. Thence North $52^{\circ}53'46''$ West, a distance of 70.10 feet;
23. Thence North $65^{\circ}50'34''$ West, a distance of 52.57 feet;
24. Thence North $88^{\circ}05'18''$ West, a distance of 127.48 feet;
25. Thence North $57^{\circ}34'43''$ West, a distance of 61.68 feet;
26. Thence North $41^{\circ}14'50''$ West, a distance of 115.25 feet;
27. Thence North $03^{\circ}59'40''$ West, a distance of 48.14 feet;
28. Thence North $15^{\circ}16'44''$ East, a distance of 45.58 feet;
29. Thence North $29^{\circ}18'07''$ West, a distance of 43.81 feet;
30. Thence North $51^{\circ}43'14''$ East, a distance of 50.50 feet;
31. Thence North $13^{\circ}24'24''$ East, a distance of 78.25 feet;
32. Thence North $11^{\circ}13'33''$ West, a distance of 28.41 feet;
33. Thence North $34^{\circ}50'22''$ West, a distance of 241.54 feet;
34. Thence South $63^{\circ}19'46''$ West, a distance of 201.76 feet;
35. Thence North $73^{\circ}49'28''$ West, a distance of 220.27 feet;
36. Thence North $43^{\circ}11'43''$ West, a distance of 105.85 feet;
37. Thence North $38^{\circ}50'02''$ West, a distance of 111.07 feet;
38. Thence North $15^{\circ}59'38''$ West, a distance of 33.14 feet;
39. Thence North $07^{\circ}53'49''$ East, a distance of 96.34 feet;
40. Thence North $35^{\circ}10'50''$ West, a distance of 110.65 feet;

41. Thence South 77°59'36" West, a distance of 245.09 feet;
42. Thence North 44°55'38" West, a distance of 82.30 feet;
43. Thence North 63°32'24" West, a distance of 218.06 feet;
44. Thence North 51°32'37" West, a distance of 53.43 feet;
45. Thence North 36°00'49" West, a distance of 139.07 feet;
46. Thence South 85°40'14" West, a distance of 184.05 feet;
47. Thence South 76°19'36" West, a distance of 124.89 feet to a point lying on the southwesterly line of that land conveyed to the County of Riverside by Grant Deed, Recorded December 30, 2004, as Instrument No. 2004-1036504, of Official Records, of said County;

Thence South 57°38'08" West, a distance of 228.51 to a point lying on the southerly line of said land conveyed to the County of Riverside;

The following six (6) courses are along the southerly line of said Parcel "B" of that land conveyed to the County of Riverside:

1. Thence leaving said southerly line of said Instrument No. 04-1036504 southwesterly, South 78°16'15" West, a distance of 65.67 feet;
2. Thence North 72°42'25" West, a distance of 64.73 feet;
3. Thence South 45°49'31" West, a distance of 584.10 feet;
4. Thence North 44°10'29" West, a distance of 310.83 feet to the beginning of a tangent curve, concave southerly and having a radius of 795.00 feet;
5. Thence northwesterly along said tangent curve, through a central angle of 43°10'39", an arc distance of 599.10 feet to the beginning of a non-tangent line, a radial bearing to said point bears North 02°38'51" East;
6. Thence along said non-tangent line North 02°38'17" East, a distance of 149.55 feet to the southerly line of said Instrument No. 2004-1036504 that point also lying on the easterly line of said land conveyed to Castle & Cooke Commercial-Ca, Incorporated, Recorded _____, as Instrument No. _____, of Official Records of said County;

The following two (2) courses are along the easterly line of said Parcel "C" of that land conveyed to Castle & Cooke Commercial-Ca, Incorporated:

1. Thence North $24^{\circ}12'55''$ West, a distance of 400.86 feet;
2. Thence North $88^{\circ}44'12''$ West, a distance of 371.47 feet to the northeasterly corner of said Parcel "D" of said land conveyed to Castle & Cooke Commercial-Ca, Incorporated;

The following three (3) courses are along the northerly line of said Parcel "D" of that land conveyed to Castle & Cooke Commercial-Ca, Incorporated:

1. Thence westerly along said northerly line, North $78^{\circ}16'26''$ West, a distance of 610.03 feet to the beginning of a tangent curve, concave southerly and having a radius of 600.00 feet;
2. Thence westerly along said curve, through a central angle of $13^{\circ}05'32''$, an arc distance of 137.10 feet to the beginning of a tangent line;
3. Thence westerly along said tangent line, South $88^{\circ}38'01''$ West, a distance of 122.61 feet to a point lying on the easterly right of way of Lake Street as shown on a Record of Survey on file in Book 88, Pages 76 through 82, of Record of Surveys, records of said County;

The following four (4) courses are along the easterly right of way of said Lake Street

1. Thence North $06^{\circ}24'00''$ West, a distance of 123.34 feet;
2. Thence North $04^{\circ}08'23''$ West, a distance of 152.12 feet;
3. Thence North $83^{\circ}36'00''$ East, a distance of 17.00 feet;
4. Thence North $06^{\circ}06'49''$ West, a distance of 200.14 feet, to a point lying on the southerly line of Temescal Wash as shown on a Record of Survey on file in Book 88, Pages 76 through 82, of Record of Surveys, records of said County;

Thence easterly along said southerly line of Temescal Wash, leaving said easterly right of way of Lake Street, South $79^{\circ}56'03''$ East, a distance of 52.06 feet;

Thence southerly leaving said southerly line of Temescal Wash, South $06^{\circ}06'49''$ East, a distance of 235.38 feet;

Thence South $83^{\circ}36'00''$ West, a distance of 18.69 feet;

Thence South $04^{\circ}08'23''$ East, a distance of 103.07 feet;

Thence South 06°24'00" East, a distance of 76.56 feet;

Thence North 88°38'01" East, a distance of 76.82 feet to the beginning of a tangent curve, concave southerly and having a radius of 650.00 feet;

Thence easterly along said tangent curve, through a central angle of 13°05'32", an arc distance of 148.53 feet to the beginning of a tangent line;

Thence easterly along said tangent line, South 78°16'26" East, a distance of 605.46 feet;

Thence South 88°44'12" East, a distance of 453.82 feet;

Thence South 24°12'59" East, a distance of 432.48 feet;

Thence South 02°38'17" West, a distance of 79.05 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 895.00 feet, a radial bearing to said point bears North 09°03'42" East;

Thence southeasterly along said non-tangent curve, through a central angle of 36°45'48", an arc distance of 574.27 feet to the beginning of a tangent line;

Thence southeasterly along said tangent line, South 44°10'29" East, a distance of 110.83 feet;

Thence North 45°49'31" East, a distance of 603.01 feet;

Thence South 72°42'25" East, a distance of 187.07 feet;

Thence North 57°38'08" East, a distance of 215.90 feet;

Thence North 85°40'14" East, a distance of 390.34 feet;

Thence South 36°00'49" East, a distance of 202.30 feet;

Thence South 51°32'37" East, a distance of 17.21 feet;

Thence South 63°32'24" East, a distance of 261.03 feet;

Thence North 77°59'36" East, a distance of 391.20 feet;

Thence South 35°10'50" East, a distance of 268.81 feet;

Thence South 7°53'49" West, a distance of 108.41 feet;

Thence South 38°50'02" East, a distance of 58.99 feet;

Thence South 43°11'43" East, a distance of 59.06 feet;

Thence South 73°49'28" East, a distance of 120.34 feet;

Thence North 63°19'46" East, a distance of 272.91 feet;

Thence South 34°50'22" East, a distance of 402.90 feet;

Thence South 11°13'33" East, a distance of 92.51 feet;

Thence South 13°24'24" West, a distance of 188.77 feet;

Thence South 41°14'50" East, a distance of 29.57 feet;

Thence South 88°05'18" East, a distance of 115.77 feet;

Thence South 65°50'34" East, a distance of 103.49 feet;

Thence North 40°54'08" East, a distance of 48.26 feet;

Thence North 75°30'08" East, a distance of 149.77 feet;

Thence South 77°32'51" East, a distance of 127.72 feet;

Thence South 64°39'54" East, a distance of 144.56 feet;

Thence South 23°20'26" East, a distance of 122.71 feet to the beginning of a non-tangent curve, concave southwesterly and having a radius of 200.00 feet a radial bearing to said point bears North 16°28'37" East;

Thence southeasterly along said non-tangent curve, through a central angle of 45°38'47", an arc distance of 159.34 feet to the beginning of a tangent line;

Thence southeasterly along said tangent line, South 27°52'35" East, a distance of 49.28 feet to the beginning of a tangent curve, concave westerly and having a radius of 170.00 feet;

Thence southeasterly and southerly along said tangent curve, through a central angle of 39°37'49", an arc distance of 117.59 feet to the beginning of a tangent line;

Thence southerly along said tangent line, South 11°45'13" West, a distance of 89.13 feet;

Thence South 38°41'11" West, a distance of 99.13 feet;

Thence South 10°40'02" East, a distance of 31.74 feet;

Thence South 32°18'16" East, a distance of 43.54 feet;

Thence South 41°24'37" East, a distance of 62.93 feet;

Thence South 32°29'56" East, a distance of 168.95 feet;

Thence South 68°55'29" East, a distance of 53.18 feet;

Thence South 62°26'58" East, a distance of 305.32 feet;

Thence South 03°48'43" West, a distance of 245.06 feet;

Thence South 49°17'06" West, a distance of 145.63 feet;

Thence South 22°42'12" East, a distance of 91.52 feet to the beginning of a tangent curve, concave southwesterly and having a radius of 454.00 feet;

Thence southeasterly and southerly along said tangent curve, through a central angle of 32°42'38", an arc distance of 259.19 feet to the beginning of a non-tangent line, a radial bearing to said point bears South 79°59'34" East;

Thence southwesterly along said non-tangent line, South 45°15'26" West, a distance of 502.73 feet to the beginning of a tangent curve, concave southeasterly and having a radius of 166.00 feet;

Thence southwesterly along said tangent curve, through a central angle of 18°02'11", an arc distance of 52.26 feet to the beginning of a tangent line;

Thence southwesterly along said tangent line, South 27°13'15" West, a distance of 127.89 feet to the beginning of a tangent curve, concave northwesterly and having a radius of 434.00 feet;

Thence southwesterly along said tangent curve, through a central angle of 33°59'25", an arc distance of 257.47 feet to the beginning of a tangent line;

Thence southwesterly along said tangent line, South 61°12'40" West, a distance of 32.36 feet to the beginning of a tangent curve, concave northerly and having a radius of 234.00 feet;

Thence southwesterly and westerly along said tangent curve, through a central angle of 27°32'06", an arc distance of 112.45 feet to the beginning of a non-tangent compound curve, concave northwesterly and having a radius of 1049.00 feet, a radial bearing to said point bears South 44°15'46" East;

Thence southwesterly along said non-tangent compound curve, through a central angle of 16°18'29", an arc distance of 298.58 feet to the beginning of a tangent line;

Thence southwesterly along said non-tangent line, South 62°02'43" West, a distance of 141.45 feet to the beginning of a non-tangent curve, concave westerly and having a radius of 1895.00 feet, a radial bearing to said point bears North 75°33'25" East;

Thence southerly along said non-tangent curve, through a central angle of 17°06'44", an arc distance of 565.97 feet to the beginning of a non-tangent line, a radial bearing to said point bears South 87°19'51" East;

Thence southeasterly along said non-tangent line, South 37°18'51" East, a distance of 76.44 feet;

Thence South 06°15'22" West, a distance of 126.36 feet;

Thence South 52°37'41" West, a distance of 72.32 feet to the beginning of a non-tangent curve, concave westerly and having a radius of 1895.00 feet, a radial bearing to said point bears South 80°19'22" East;

Thence southwesterly along said non-tangent curve, through a central angle of 13°45'24", an arc distance of 454.99 feet to the beginning of a tangent line;

Thence southwesterly along said tangent line, South 23°26'02" West, a distance of 195.37 feet to the beginning of a tangent curve, concave northwesterly and having a radius of 1195.00 feet;

Thence southwesterly along said tangent curve, through a central angle of 24°22'08", an arc distance of 508.25 feet to the beginning of a tangent line;

Thence southwesterly along said tangent line, South 47°48'10" West, a distance of 291.41 feet to a point lying on the northeasterly right of way of Nichols Road as dedicated per Instrument No. 2008-0482210, recorded September 02, 2008, of Official Records of said County;

Thence northwesterly along said northeasterly right of way, North 42°11'50" West, a distance of 133.00 feet to a point lying on the easterly line of said land conveyed to Castle & Cooke Commercial-Ca, Incorporated;

The following five (5) courses are along said easterly line of said land conveyed to Castle & Cooke Commercial-Ca, Incorporated:

1. Thence northerly, leaving said northeasterly right of way, North 11°20'01" East, a distance of 28.60 feet;
2. Thence North 47°48'10" East, a distance of 268.41 feet to the beginning of a tangent curve, concave northwesterly and having a radius of 1045.00 feet;
3. Thence northeasterly along said tangent curve, through a central angle of 24°22'08", an arc distance of 444.46 feet to the beginning of a tangent line;
4. Thence northeasterly along said tangent line, North 23°26'02" East, a distance of 195.37 feet to the beginning of a tangent curve, concave northwesterly and having a radius of 1745.00 feet;

5. Thence northeasterly and northerly along said tangent curve, through a central angle of 14°46'36", an arc distance of 450.04 feet to the **TRUE POINT OF BEGINNING**.

Containing 37.74 acres more or less.

As shown on the attached exhibit hereto and made a part hereof.

KWC ENGINEERS

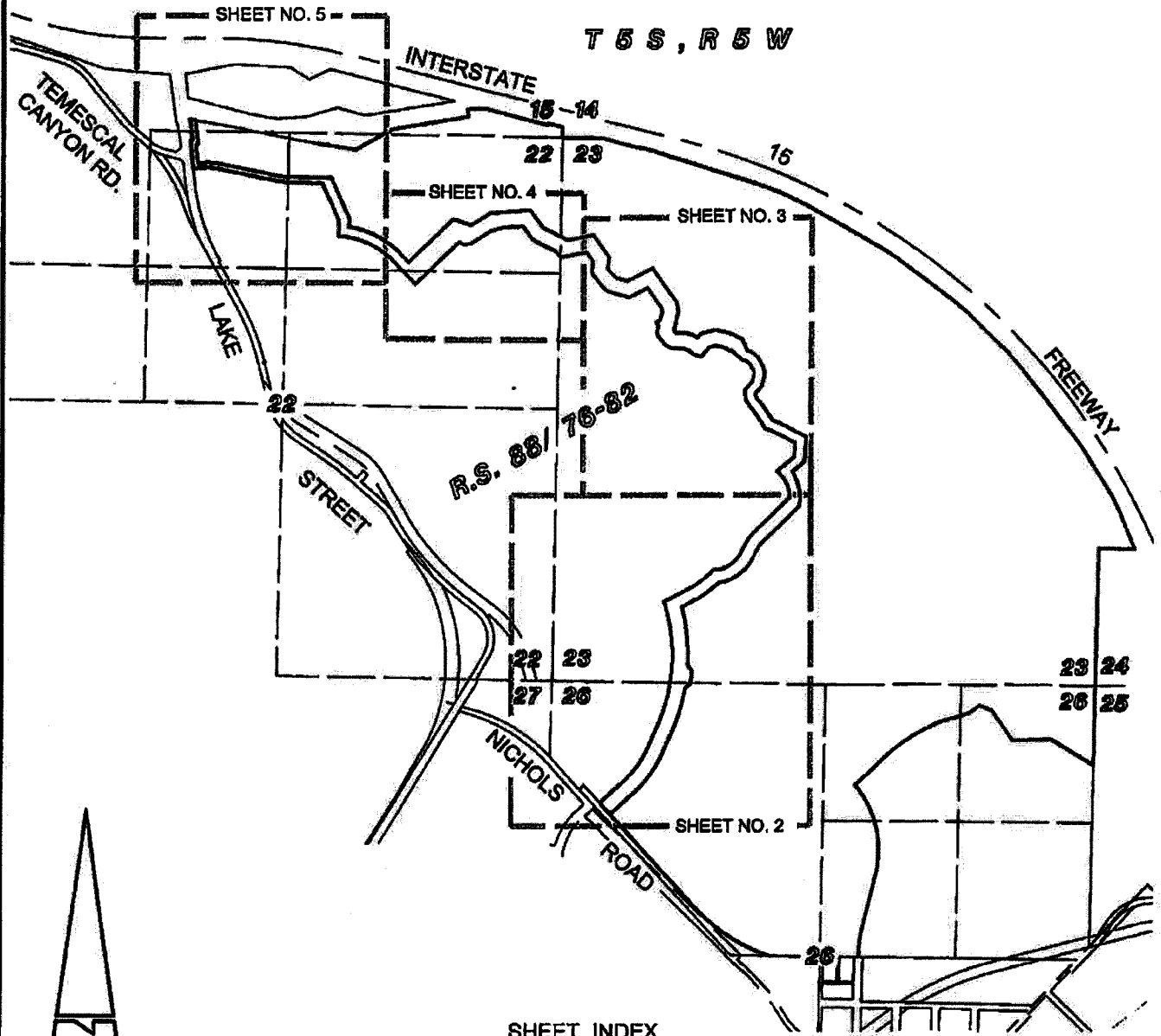
CIVIL ENGINEERS • PLANNERS • SURVEYORS

Thomas Caseldine 3-4-16
Thomas M. Caseldine Date
P.L.S. 9029 Expires 09-30-17

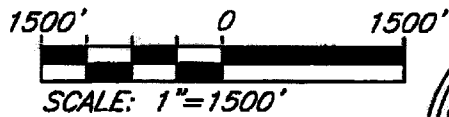


March 4, 2016
TMC/KWC/tmc
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EXHIBIT "C1"
TEMPORARY OPERATIONS AND
PERMANENT MAINTENANCE EASEMENT



SHEET INDEX
SCALE: 1"=1500'



LEGEND:

- EXISTING PARCEL LINE
- - - EXISTING SECTION LINE
- PROPOSED EASEMENT LINE
- - - - - DETAIL SHEET BOUNDARY

EASEMENT "A" AREA: 37.74 ACRES

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Thomas Caseldine 3-4-16
 THOMAS M. CASELDINE DATE
 L.S. 9029 Exp. 09-30-17

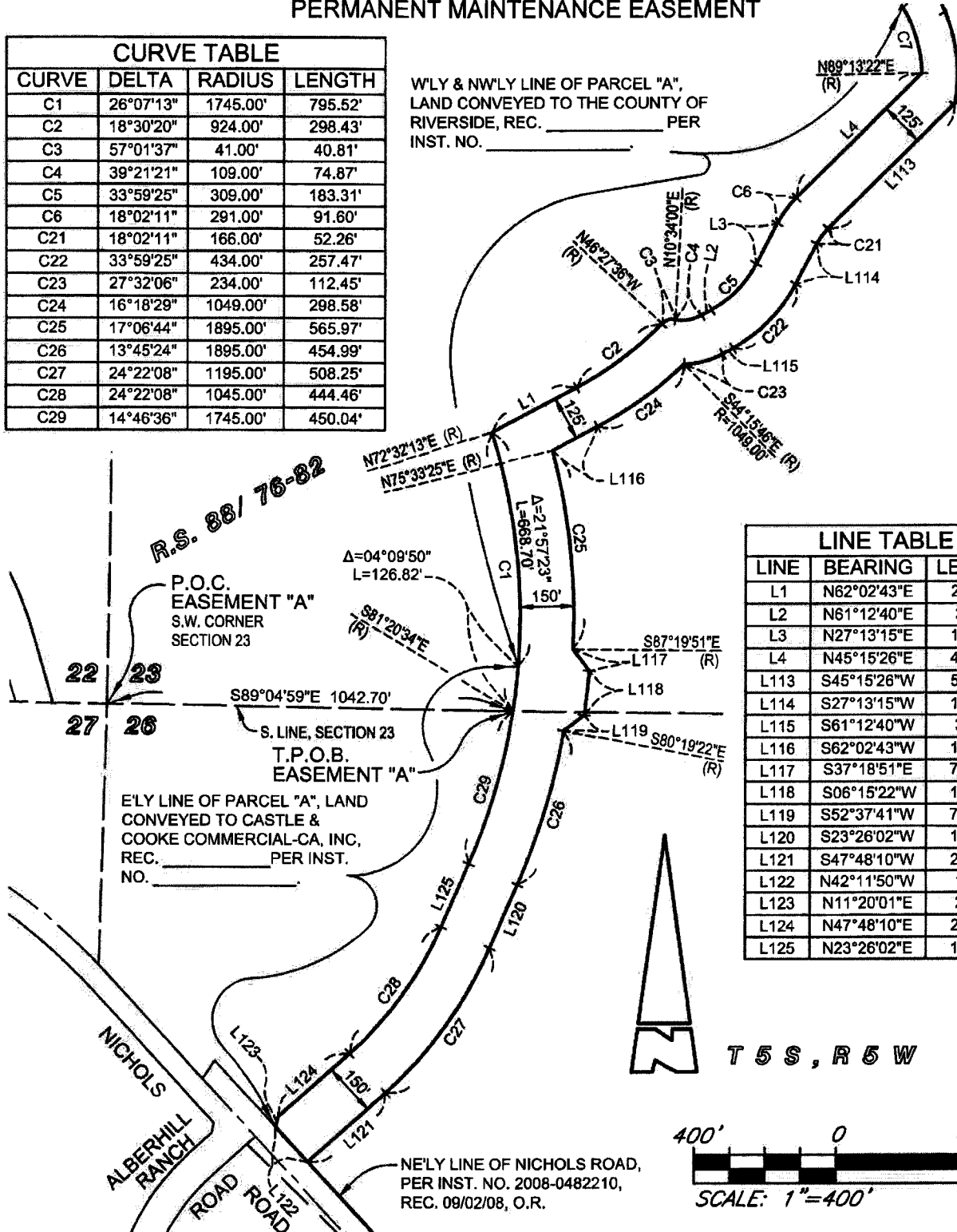
EXHIBIT "C1"
TEMPORARY OPERATIONS AND
PERMANENT MAINTENANCE EASEMENT

SHEET 2 OF 5 SHEETS

SEE SHEET NO. 3

| CURVE TABLE | | | |
|-------------|-----------|----------|---------|
| CURVE | DELTA | RADIUS | LENGTH |
| C1 | 26°07'13" | 1745.00' | 795.52' |
| C2 | 18°30'20" | 924.00' | 298.43' |
| C3 | 57°01'37" | 41.00' | 40.81' |
| C4 | 39°21'21" | 109.00' | 74.87' |
| C5 | 33°59'25" | 309.00' | 183.31' |
| C6 | 18°02'11" | 291.00' | 91.60' |
| C21 | 18°02'11" | 166.00' | 52.26' |
| C22 | 33°59'25" | 434.00' | 257.47' |
| C23 | 27°32'06" | 234.00' | 112.45' |
| C24 | 16°18'29" | 1049.00' | 298.58' |
| C25 | 17°06'44" | 1895.00' | 565.97' |
| C26 | 13°45'24" | 1895.00' | 454.99' |
| C27 | 24°22'08" | 1195.00' | 508.25' |
| C28 | 24°22'08" | 1045.00' | 444.46' |
| C29 | 14°46'36" | 1745.00' | 450.04' |

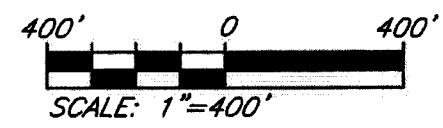
W'LY & NW'LY LINE OF PARCEL "A",
 LAND CONVEYED TO THE COUNTY OF
 RIVERSIDE, REC. _____ PER
 INST. NO. _____



| LINE TABLE | | |
|------------|-------------|---------|
| LINE | BEARING | LENGTH |
| L1 | N62°02'43"E | 266.17' |
| L2 | N61°12'40"E | 32.36' |
| L3 | N27°13'15"E | 127.89' |
| L4 | N45°15'26"E | 495.50' |
| L113 | S45°15'26"W | 502.73' |
| L114 | S27°13'15"W | 127.89' |
| L115 | S61°12'40"W | 32.36' |
| L116 | S62°02'43"W | 141.45' |
| L117 | S37°18'51"E | 76.44' |
| L118 | S06°15'22"W | 126.36' |
| L119 | S52°37'41"W | 72.32' |
| L120 | S23°26'02"W | 195.37' |
| L121 | S47°48'10"W | 291.41' |
| L122 | N42°11'50"W | 133.00' |
| L123 | N11°20'01"E | 28.60' |
| L124 | N47°48'10"E | 268.41' |
| L125 | N23°26'02"E | 195.37' |



T 5 S, R 5 W



LEGEND:
 ——— EXISTING PARCEL LINE
 - - - EXISTING SECTION LINE
 ——— PROPOSED EASEMENT LINE

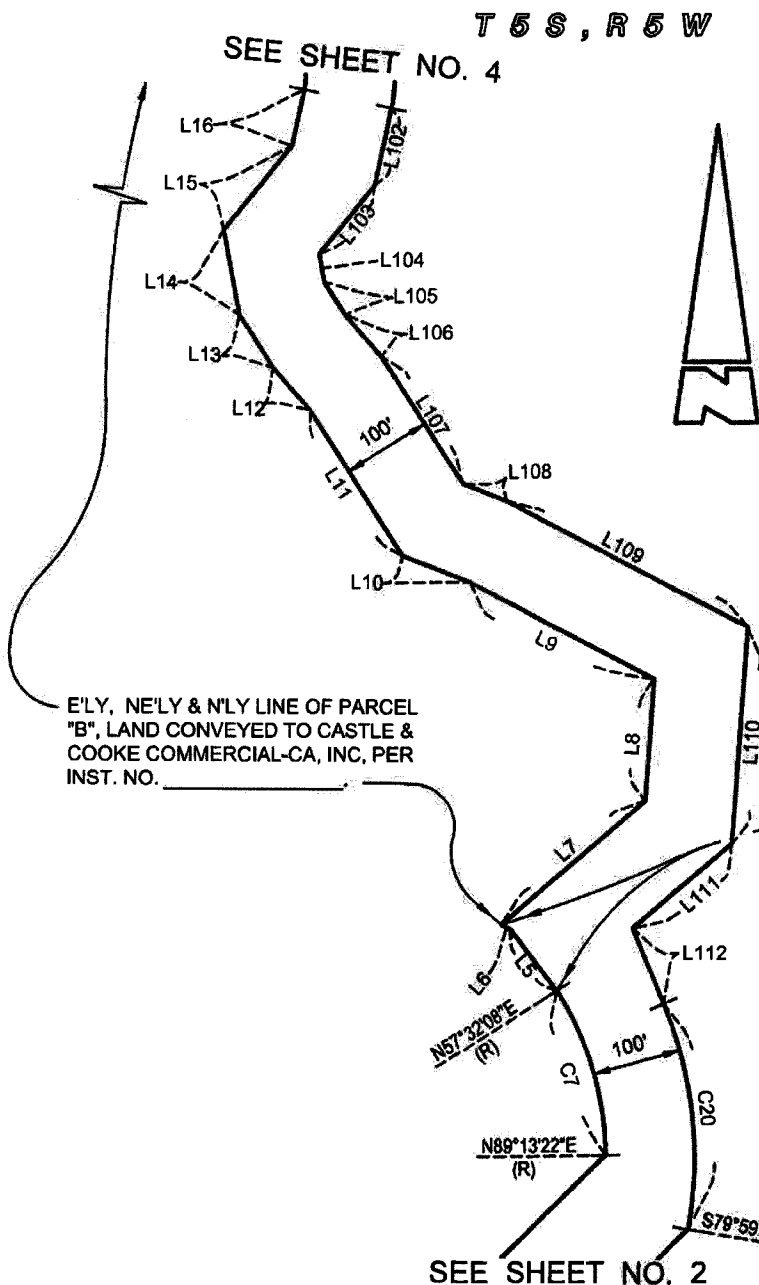
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EXHIBIT "C1"
TEMPORARY OPERATIONS AND
PERMANENT MAINTENANCE EASEMENT

SHEET 3 OF 5 SHEETS

| CURVE TABLE | | | |
|-------------|-----------|---------|---------|
| CURVE | DELTA | RADIUS | LENGTH |
| C7 | 31°41'14" | 354.00' | 195.78' |
| C20 | 32°42'38" | 454.00' | 259.19' |

| LINE TABLE | | |
|------------|-------------|---------|
| LINE | BEARING | LENGTH |
| L5 | N37°52'55"W | 87.47' |
| L6 | N61°05'29"W | 10.76' |
| L7 | N49°17'06"E | 212.87' |
| L8 | N03°48'43"E | 137.89' |
| L9 | N62°26'58"W | 234.40' |
| L10 | N68°55'29"W | 80.42' |
| L11 | N32°29'56"W | 194.06' |
| L12 | N41°24'37"W | 63.10' |
| L13 | N32°18'15"W | 70.72' |
| L14 | N10°40'02"W | 96.80' |
| L15 | N38°41'11"E | 121.29' |
| L16 | N11°45'13"E | 64.96' |
| L102 | S11°45'13"W | 89.13' |
| L103 | S38°41'11"W | 99.13' |
| L104 | S10°40'02"E | 31.74' |
| L105 | S32°18'16"E | 43.54' |
| L106 | S41°24'37"E | 62.93' |
| L107 | S32°29'56"E | 168.95' |
| L108 | S68°55'29"E | 53.18' |
| L109 | S62°26'58"E | 305.32' |
| L110 | S3°48'43"W | 245.06' |
| L111 | S49°17'06"W | 145.63' |
| L112 | S22°42'12"E | 91.52' |



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LEGEND:
 _____ EXISTING PARCEL LINE
 _____ EXISTING SECTION LINE
 _____ PROPOSED EASEMENT LINE

EXHIBIT "C1"
TEMPORARY OPERATIONS AND
PERMANENT MAINTENANCE EASEMENT

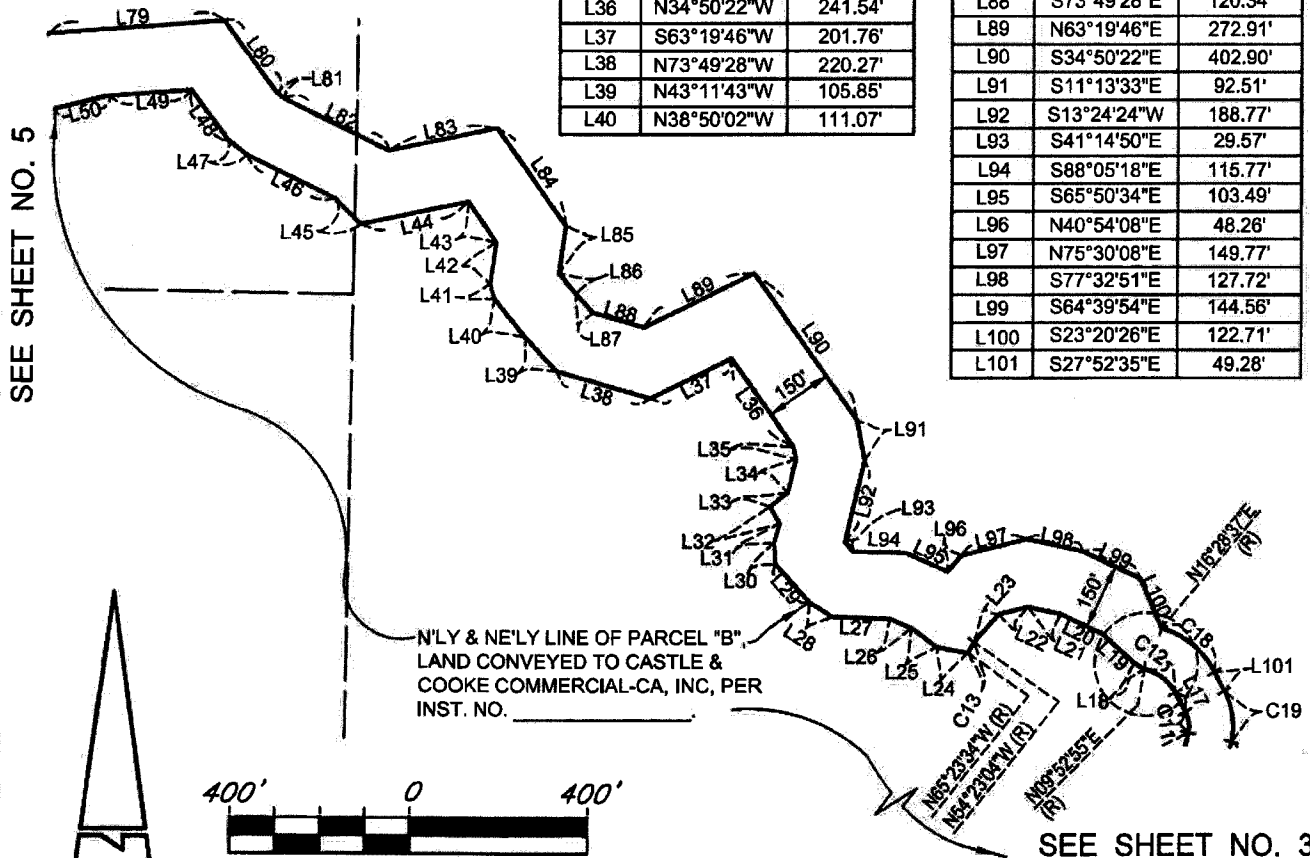
SHEET 4 OF 5 SHEETS

| CURVE TABLE | | | |
|-------------|-----------|---------|---------|
| CURVE | DELTA | RADIUS | LENGTH |
| C11 | 39°37'49" | 70.00' | 48.42' |
| C12 | 52°14'27" | 100.00' | 91.18' |
| C13 | 11°00'30" | 145.00' | 27.86' |
| C18 | 45°38'47" | 200.00' | 159.34' |
| C19 | 39°37'49" | 170.00' | 117.59' |

| LINE TABLE | | |
|------------|-------------|---------|
| LINE | BEARING | LENGTH |
| L17 | N27°52'35"W | 49.28' |
| L18 | N57°00'29"W | 26.29' |
| L19 | N47°28'14"W | 97.29' |
| L20 | N64°39'54"W | 104.95' |
| L21 | N77°32'51"W | 74.84' |
| L22 | S75°30'08"W | 67.11' |
| L23 | S40°54'08"W | 83.38' |
| L24 | N79°01'11"W | 72.19' |
| L25 | N52°53'46"W | 70.10' |
| L26 | N65°50'34"W | 52.57' |
| L27 | N88°05'18"W | 127.48' |
| L28 | N57°34'43"W | 61.68' |
| L29 | N41°14'50"W | 115.25' |
| L30 | N03°59'40"W | 48.14' |
| L31 | N15°16'44"E | 45.58' |
| L32 | N29°18'07"W | 43.81' |
| L33 | N51°43'14"E | 50.50' |
| L34 | N13°24'24"E | 78.25' |
| L35 | N11°13'33"W | 28.41' |
| L36 | N34°50'22"W | 241.54' |
| L37 | S63°19'46"W | 201.76' |
| L38 | N73°49'28"W | 220.27' |
| L39 | N43°11'43"W | 105.85' |
| L40 | N38°50'02"W | 111.07' |

| LINE TABLE | | |
|------------|-------------|---------|
| LINE | BEARING | LENGTH |
| L41 | N15°59'38"W | 33.14' |
| L42 | N07°53'49"E | 96.34' |
| L43 | N35°10'50"W | 110.65' |
| L44 | S77°59'36"W | 245.09' |
| L45 | N44°55'38"W | 82.30' |
| L46 | N63°32'24"W | 218.06' |
| L47 | N51°32'37"W | 53.43' |
| L48 | N36°00'49"W | 139.07' |
| L49 | S85°40'14"W | 184.05' |
| L50 | S76°19'36"W | 124.89' |
| L79 | N85°40'14"E | 390.34' |
| L80 | S36°00'49"E | 202.30' |
| L81 | S51°32'37"E | 17.21' |
| L82 | S63°32'24"E | 261.03' |
| L83 | N77°59'36"E | 391.20' |
| L84 | S35°10'50"E | 268.81' |
| L85 | S07°53'49"W | 108.41' |
| L86 | S38°50'02"E | 58.99' |
| L87 | S43°11'43"E | 59.06' |
| L88 | S73°49'28"E | 120.34' |
| L89 | N63°19'46"E | 272.91' |
| L90 | S34°50'22"E | 402.90' |
| L91 | S11°13'33"E | 92.51' |
| L92 | S13°24'24"W | 188.77' |
| L93 | S41°14'50"E | 29.57' |
| L94 | S88°05'18"E | 115.77' |
| L95 | S65°50'34"E | 103.49' |
| L96 | N40°54'08"E | 48.26' |
| L97 | N75°30'08"E | 149.77' |
| L98 | S77°32'51"E | 127.72' |
| L99 | S64°39'54"E | 144.56' |
| L100 | S23°20'26"E | 122.71' |
| L101 | S27°52'35"E | 49.28' |

T 5 S , R 5 W



LEGEND:

- EXISTING PARCEL LINE
- EXISTING SECTION LINE
- PROPOSED EASEMENT LINE

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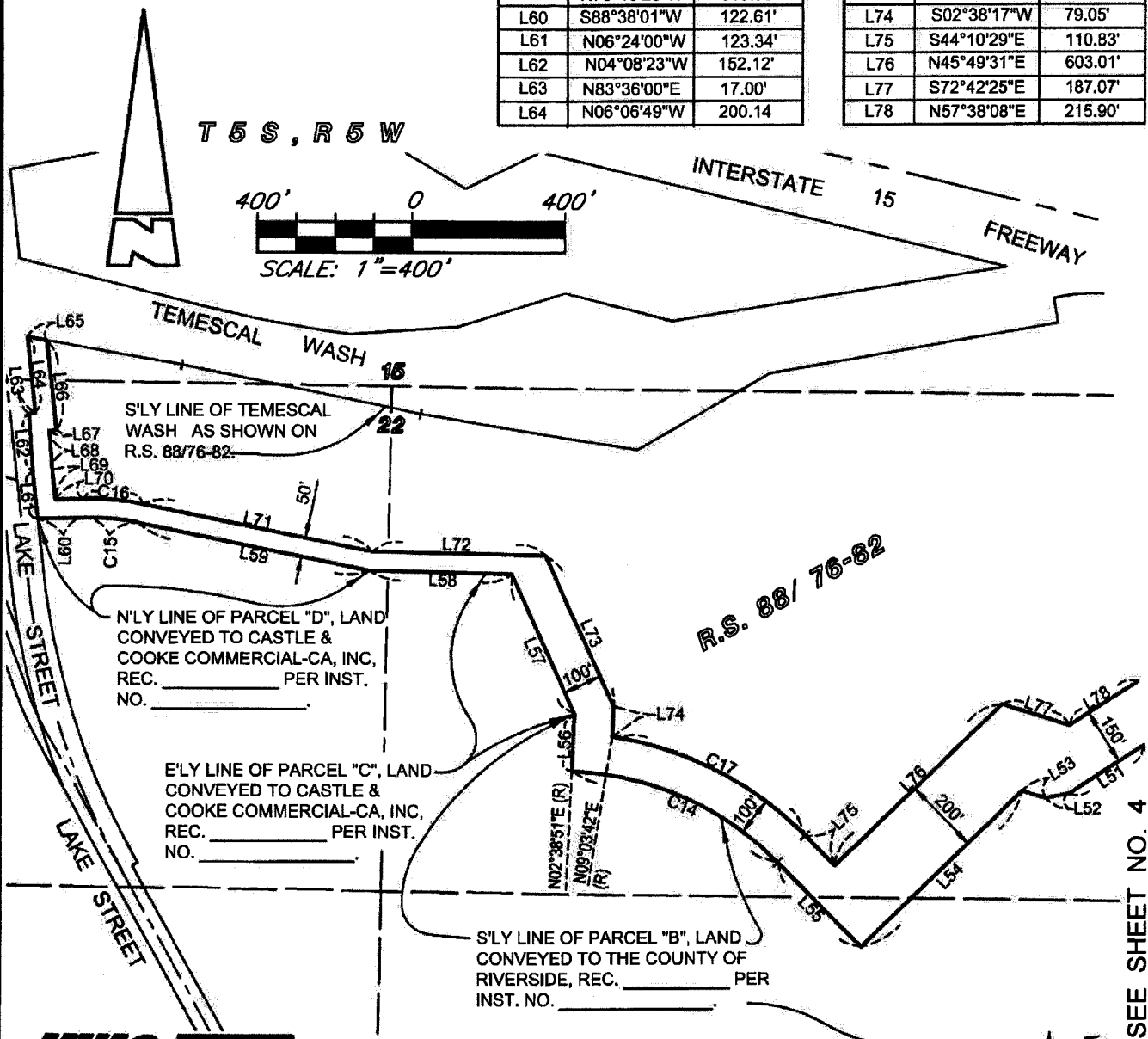
EXHIBIT "C1"
TEMPORARY OPERATIONS AND
PERMANENT MAINTENANCE EASEMENT

SHEET 5 OF 5 SHEETS

| CURVE TABLE | | | |
|-------------|-----------|---------|---------|
| CURVE | DELTA | RADIUS | LENGTH |
| C14 | 43°10'39" | 795.00' | 599.10' |
| C15 | 13°05'32" | 600.00' | 137.10' |
| C16 | 13°05'32" | 650.00' | 148.53' |
| C17 | 36°45'48" | 895.00' | 574.27' |

| LINE TABLE | | |
|------------|-------------|---------|
| LINE | BEARING | LENGTH |
| L51 | S57°38'08"W | 228.51' |
| L52 | S78°16'15"W | 65.67' |
| L53 | N72°42'25"W | 64.73' |
| L54 | S45°49'31"W | 584.10' |
| L55 | N44°10'29"W | 310.83' |
| L56 | N02°38'17"E | 149.55' |
| L57 | N24°12'55"W | 400.86' |
| L58 | N88°44'12"W | 371.47' |
| L59 | N78°16'26"W | 610.03' |
| L60 | S88°38'01"W | 122.61' |
| L61 | N06°24'00"W | 123.34' |
| L62 | N04°08'23"W | 152.12' |
| L63 | N83°36'00"E | 17.00' |
| L64 | N06°06'49"W | 200.14' |

| LINE TABLE | | |
|------------|-------------|---------|
| LINE | BEARING | LENGTH |
| L65 | S79°56'03"E | 52.06' |
| L66 | S06°06'49"E | 235.38' |
| L67 | S83°36'00"W | 18.69' |
| L68 | S04°08'23"E | 103.07' |
| L69 | S06°24'00"E | 76.56' |
| L70 | N88°38'01"E | 76.82' |
| L71 | N78°16'26"W | 605.46' |
| L72 | S88°44'12"E | 453.82' |
| L73 | S24°12'59"E | 432.48' |
| L74 | S02°38'17"W | 79.05' |
| L75 | S44°10'29"E | 110.83' |
| L76 | N45°49'31"E | 603.01' |
| L77 | S72°42'25"E | 187.07' |
| L78 | N57°38'08"E | 215.90' |



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LEGEND:

- EXISTING PARCEL LINE
- EXISTING SECTION LINE
- PROPOSED EASEMENT LINE

**CLOSURE CALCULATIONS FOR EXHIBIT "C1"
TEMPORARY OPERATIONS AND PERMANENT MAINTENANCE EASEMENT**

Name: Easement "A"

End North: 2204911.8964' East: 6218784.6370'

Segment #1 : Curve

Length: 795.52' Radius: 1745.00'

Delta: 26°07'13" Tangent: 404.80'

Chord: 788.65' Course: N4°24'10"W

Course In: N81°20'34"W Course Out: N72°32'13"E

RP North: 2205174.5586' East: 6217059.5186'

End North: 2205698.2191' East: 6218724.0945'

Segment #2 : Line

Course: N62°02'43"E Length: 268.17'

North: 2205823.9301' East: 6218960.9739'

Segment #3 : Curve

Length: 298.43' Radius: 924.00'

Delta: 18°30'20" Tangent: 150.53'

Chord: 297.14' Course: N52°47'33"E

Course In: N27°57'17"W Course Out: S46°27'36"E

RP North: 2206640.1162' East: 6218527.8271'

End North: 2206003.6117' East: 6219197.6313'

Segment #4 : Curve

Length: 40.81' Radius: 41.00'

Delta: 57°01'35" Tangent: 22.27'

Chord: 39.14' Course: N72°03'12"E

Course In: S46°27'35"E Course Out: N10°33'59"E

RP North: 2205975.3682' East: 6219227.3518'

End North: 2206015.6719' East: 6219234.8669'

Segment #5 : Curve

Length: 74.87' Radius: 109.00'

Delta: 39°21'19" Tangent: 38.98'

Chord: 73.41' Course: N80°53'20"E

Course In: N10°33'59"E Course Out: S28°47'20"E

RP North: 2206122.8236' East: 6219254.8547'

End North: 2206027.2964' East: 6219307.3507'

Segment #6 : Line

Course: N61°12'40"E Length: 32.36'

North: 2206042.8804' East: 6219335.7110'

Segment #7 : Curve

Length: 183.31' Radius: 309.00'

Delta: 33°59'25" Tangent: 94.44'

Chord: 180.64' Course: N44°12'58"E

Course In: N28°47'20"W Course Out: S62°46'45"E

RP North: 2206313.6881' East: 6219186.9016'

End North: 2206172.3477' East: 6219461.6833'

Segment #8 : Line

Course: N27°13'15"E Length: 127.89'

North: 2206286.0739' East: 6219520.1829'

Segment #9 : Curve

Length: 91.60' Radius: 291.00'

Delta: 18°02'11" Tangent: 46.18'

Chord: 91.23' Course: N36°14'21"E

Course In: S62°46'45"E Course Out: N44°44'34"W

RP North: 2206152.9643' East: 6219778.9547'
End North: 2206359.6561' East: 6219574.1142'

Segment #10 : Line
Course: N45°15'26"E Length: 495.50'
North: 2206708.4510' East: 6219926.0550'

Segment #11 : Curve
Length: 195.78' Radius: 354.00'
Delta: 31°41'14" Tangent: 100.46'
Chord: 193.29' Course: N16°37'15"W
Course In: S89°13'22"W Course Out: N57°32'08"E
RP North: 2206703.6491' East: 6219572.0876'
End North: 2206893.6651' East: 6219870.7670'

Segment #12 : Line
Course: N37°52'55"W Length: 87.47'
North: 2206962.7032' East: 6219817.0572'

Segment #13 : Line
Course: N61°05'29"W Length: 10.76'
North: 2206967.9047' East: 6219807.6380'

Segment #14 : Line
Course: N49°17'06"E Length: 212.87'
North: 2207106.7592' East: 6219968.9857'

Segment #15 : Line
Course: N3°48'43"E Length: 137.89'
North: 2207244.3441' East: 6219978.1529'

Segment #16 : Line
Course: N62°26'58"W Length: 234.40'
North: 2207352.7614' East: 6219770.3331'

Segment #17 : Line
Course: N68°55'29"W Length: 80.42'
North: 2207381.6800' East: 6219695.2925'

Segment #18 : Line
Course: N32°29'56"W Length: 194.06'
North: 2207545.3505' East: 6219591.0273'

Segment #19 : Line
Course: N41°24'37"W Length: 63.10'
North: 2207592.6751' East: 6219549.2901'

Segment #20 : Line
Course: N32°18'15"W Length: 70.72'
North: 2207652.4492' East: 6219511.4963'

Segment #21 : Line
Course: N10°40'02"W Length: 96.80'
North: 2207747.5764' East: 6219493.5782'

Segment #22 : Line
Course: N38°41'11"E Length: 121.29'
North: 2207842.2528' East: 6219569.3914'

Segment #23 : Line
Course: N11°45'13"E Length: 64.96'
North: 2207905.8508' East: 6219582.6240'

Segment #24 : Curve
Length: 48.42' Radius: 70.00'
Delta: 39°37'49" Tangent: 25.22'
Chord: 47.46' Course: N8°03'41"W
Course In: N78°14'47"W Course Out: N62°07'25"E
RP North: 2207920.1100' East: 6219514.0917'
End North: 2207952.8418' East: 6219575.9685'

Segment #25 : Line
Course: N27°52'35"W Length: 49.28'
North: 2207996.4033' East: 6219552.9268'

Segment #26 : Curve
Length: 91.18' Radius: 100.00'
Delta: 52°14'27" Tangent: 49.03'
Chord: 88.05' Course: N53°59'49"W
Course In: S62°07'25"W Course Out: N9°52'58"E
RP North: 2207949.6467' East: 6219464.5310'
End North: 2208048.1616' East: 6219481.6956'

Segment #27 : Line
Course: N57°00'29"W Length: 26.29'
North: 2208062.4770' East: 6219459.6450'

Segment #28 : Line
Course: N47°28'14"W Length: 97.28'
North: 2208128.2353' East: 6219387.9564'

Segment #29 : Line
Course: N64°39'54"W Length: 104.95'
North: 2208173.1445' East: 6219293.1004'

Segment #30 : Line
Course: N77°32'51"W Length: 74.84'
North: 2208189.2822' East: 6219220.0210'

Segment #31 : Line
Course: S75°30'08"W Length: 67.11'
North: 2208172.4817' East: 6219155.0479'

Segment #32 : Line
Course: S40°54'08"W Length: 83.38'
North: 2208109.4608' East: 6219100.4532'

Segment #33 : Curve
Length: 27.86' Radius: 145.00'
Delta: 11°00'30" Tangent: 13.97'
Chord: 27.82' Course: S30°06'41"W
Course In: S54°23'04"E Course Out: N65°23'34"W
RP North: 2208025.0209' East: 6219218.3299'
End North: 2208085.3950' East: 6219086.4964'

Segment #34 : Line
Course: N79°01'11"W Length: 72.19'
North: 2208099.1452' East: 6219015.6280'

Segment #35 : Line
Course: N52°53'46"W Length: 70.10'
North: 2208141.4338' East: 6218959.7202'

Segment #36 : Line

Course: N65°50'34"W Length: 52.57'
North: 2208162.9477' East: 6218911.7540'

Segment #37 : Line
Course: N88°05'18"W Length: 127.48'
North: 2208167.2002' East: 6218784.3449'

Segment #38 : Line
Course: N57°34'43"W Length: 61.68'
North: 2208200.2695' East: 6218732.2791'

Segment #39 : Line
Course: N41°14'50"W Length: 115.25'
North: 2208286.9227' East: 6218656.2937'

Segment #40 : Line
Course: N3°59'40"W Length: 48.14'
North: 2208334.9458' East: 6218652.9403'

Segment #41 : Line
Course: N15°16'44"E Length: 45.58'
North: 2208378.9147' East: 6218664.9514'

Segment #42 : Line
Course: N29°18'07"W Length: 43.81'
North: 2208417.1193' East: 6218643.5103'

Segment #43 : Line
Course: N51°43'14"E Length: 50.50'
North: 2208448.4040' East: 6218683.1527'

Segment #44 : Line
Course: N13°24'24"E Length: 78.25'
North: 2208524.5216' East: 6218701.2959'

Segment #45 : Line
Course: N11°13'33"W Length: 28.41'
North: 2208552.3880' East: 6218695.7651'

Segment #46 : Line
Course: N34°50'22"W Length: 241.54'
North: 2208750.6334' East: 6218557.7784'

Segment #47 : Line
Course: S63°19'46"W Length: 201.76'
North: 2208660.0715' East: 6218377.4853'

Segment #48 : Line
Course: N73°49'28"W Length: 220.27'
North: 2208721.4346' East: 6218165.9352'

Segment #49 : Line
Course: N43°11'43"W Length: 105.85'
North: 2208798.6019' East: 6218093.4822'

Segment #50 : Line
Course: N38°50'02"W Length: 111.07'
North: 2208885.1218' East: 6218023.8342'

Segment #51 : Line
Course: N15°59'38"W Length: 33.14'
North: 2208916.9790' East: 6218014.7029'

Segment #52 : Line
 Course: N7°53'49"E Length: 96.34'
 North: 2209012.4054' East: 6218027.9392'

Segment #53 : Line
 Course: N35°10'50"W Length: 110.65'
 North: 2209102.8441' East: 6217964.1877'

Segment #54 : Line
 Course: S77°59'36"W Length: 245.09'
 North: 2209051.8591' East: 6217724.4594'

Segment #55 : Line
 Course: N44°55'38"W Length: 82.30'
 North: 2209110.1279' East: 6217666.3385'

Segment #56 : Line
 Course: N63°32'24"W Length: 218.06'
 North: 2209207.2895' East: 6217471.1212'

Segment #57 : Line
 Course: N51°32'37"W Length: 53.43'
 North: 2209240.5186' East: 6217429.2812'

Segment #58 : Line
 Course: N36°00'49"W Length: 139.07'
 North: 2209353.0092' East: 6217347.5112'

Segment #59 : Line
 Course: S85°40'14"W Length: 184.05'
 North: 2209339.1151' East: 6217163.9864'

Segment #60 : Line
 Course: S76°19'36"W Length: 124.89'
 North: 2209309.5928' East: 6217042.6358'

Segment #61 : Line
 Course: S57°38'08"W Length: 228.51'
 North: 2209187.2708' East: 6216849.6225'

Segment #62 : Line
 Course: S78°16'15"W Length: 65.67'
 North: 2209173.9210' East: 6216785.3237'

Segment #63 : Line
 Course: N72°42'25"W Length: 64.72'
 North: 2209193.1596' East: 6216723.5293'

Segment #64 : Line
 Course: S45°49'31"W Length: 584.10'
 North: 2208786.1303' East: 6216304.6022'

Segment #65 : Line
 Course: N44°10'29"W Length: 310.83'
 North: 2209009.0632' East: 6216088.0007'

Segment #66 : Curve
 Length: 599.10' Radius: 795.00'
 Delta: 43°10'39" Tangent: 314.58'
 Chord: 585.03' Course: N65°45'49"W
 Course In: S45°49'31"W Course Out: N2°38'51"E

RP North: 2208455.0684' East: 6215517.8123'
End North: 2209249.2193' East: 6215554.5355'

Segment #67 : Line
Course: N2°38'17"E Length: 149.55'
North: 2209398.6108' East: 6215561.4187'

Segment #68 : Line
Course: N24°12'55"W Length: 400.86'
North: 2209764.1995' East: 6215396.9995'

Segment #69 : Line
Course: N88°44'12"W Length: 371.46'
North: 2209772.3892' East: 6215025.6298'

Segment #70 : Line
Course: N78°16'24"W Length: 610.02'
North: 2209896.3715' East: 6214428.3419'

Segment #71 : Curve
Length: 137.11' Radius: 600.00'
Delta: 13°05'35" Tangent: 68.85'
Chord: 136.81' Course: N84°49'11"W
Course In: S11°43'36"W Course Out: N1°21'59"W
RP North: 2209308.8945' East: 6214306.3961'
End North: 2209908.7241' East: 6214292.0907'

Segment #72 : Line
Course: S88°38'01"W Length: 122.61'
North: 2209905.8004' East: 6214169.5156'

Segment #73 : Line
Course: N6°24'00"W Length: 123.34'
North: 2210028.3717' East: 6214155.7670'

Segment #74 : Line
Course: N4°08'23"W Length: 152.12'
North: 2210180.0948' East: 6214144.7856'

Segment #75 : Line
Course: N83°36'00"E Length: 17.00'
North: 2210181.9898' East: 6214161.6797'

Segment #76 : Line
Course: N6°06'49"W Length: 200.14'
North: 2210380.9915' East: 6214140.3647'

Segment #77 : Line
Course: S79°56'03"E Length: 52.06'
North: 2210371.8925' East: 6214191.6234'

Segment #78 : Line
Course: S6°06'49"E Length: 235.38'
North: 2210137.8512' East: 6214216.6914'

Segment #79 : Line
Course: S83°36'00"W Length: 18.69'
North: 2210135.7678' East: 6214198.1179'

Segment #80 : Line
Course: S4°08'23"E Length: 103.07'
North: 2210032.9667' East: 6214205.5584'

Segment #81 : Line
Course: S6°24'00"E Length: 76.56'
North: 2209956.8839' East: 6214214.0925'

Segment #82 : Line
Course: N88°38'01"E Length: 76.82'
North: 2209958.7157' East: 6214290.8906'

Segment #83 : Curve
Length: 148.53' Radius: 650.00'
Delta: 13°05'35" Tangent: 74.59'
Chord: 148.21' Course: S84°49'11"E
Course In: S1°21'59"E Course Out: N11°43'36"E
RP North: 2209308.9005' East: 6214306.3904'
End North: 2209945.3338' East: 6214438.4953'

Segment #84 : Line
Course: S78°16'24"E Length: 605.42'
North: 2209822.2865' East: 6215031.2792'

Segment #85 : Line
Course: S88°44'12"E Length: 453.84'
North: 2209812.2804' East: 6215485.0088'

Segment #86 : Line
Course: S24°12'59"E Length: 432.47'
North: 2209417.8665' East: 6215662.4011'

Segment #87 : Line
Course: S2°38'17"W Length: 79.04'
North: 2209338.9103' East: 6215658.7631'

Segment #88 : Curve
Length: 574.27' Radius: 895.00'
Delta: 36°45'48" Tangent: 297.41'
Chord: 564.47' Course: S62°33'24"E
Course In: S9°03'42"W Course Out: N45°49'31"E
RP North: 2208455.0804' East: 6215517.8030'
End North: 2209078.7624' East: 6216159.7117'

Segment #89 : Line
Course: S44°10'29"E Length: 110.83'
North: 2208999.2731' East: 6216236.9434'

Segment #90 : Line
Course: N45°49'31"E Length: 603.01'
North: 2209419.4799' East: 6216669.4331'

Segment #91 : Line
Course: S72°42'25"E Length: 187.07'
North: 2209363.8716' East: 6216848.0470'

Segment #92 : Line
Course: N57°38'08"E Length: 215.90'
North: 2209479.4435' East: 6217030.4091'

Segment #93 : Line
Course: N85°40'14"E Length: 390.34'
North: 2209508.9107' East: 6217419.6353'

Segment #94 : Line

Course: S36°00'49"E Length: 202.30'
North: 2209345.2748' East: 6217538.5831'

Segment #95 : Line
Course: S51°32'37"E Length: 17.21'
North: 2209334.5716' East: 6217552.0599'

Segment #96 : Line
Course: S63°32'24"E Length: 261.03'
North: 2209218.2637' East: 6217785.7459'

Segment #97 : Line
Course: N77°59'36"E Length: 249.48'
North: 2209270.1619' East: 6218029.7681'

Segment #98 : Line
Course: S35°10'50"E Length: 268.81'
North: 2209050.4526' East: 6218184.6444'

Segment #99 : Line
Course: S7°53'49"W Length: 108.41'
North: 2208943.0707' East: 6218169.7497'

Segment #100 : Line
Course: S38°50'02"E Length: 58.99'
North: 2208897.1194' East: 6218206.7403'

Segment #101 : Line
Course: S43°11'43"E Length: 59.06'
North: 2208854.0632' East: 6218247.1661'

Segment #102 : Line
Course: S73°49'28"E Length: 120.34'
North: 2208820.5387' East: 6218362.7421'

Segment #103 : Line
Course: N63°19'46"E Length: 272.91'
North: 2208943.0370' East: 6218606.6151'

Segment #104 : Line
Course: S34°50'22"E Length: 402.90'
North: 2208612.3544' East: 6218836.7833'

Segment #105 : Line
Course: S11°13'33"E Length: 92.51'
North: 2208521.6143' East: 6218854.7928'

Segment #106 : Line
Course: S13°24'24"W Length: 188.77'
North: 2208337.9885' East: 6218811.0244'

Segment #107 : Line
Course: S41°14'50"E Length: 29.57'
North: 2208315.7557' East: 6218830.5202'

Segment #108 : Line
Course: S88°05'18"E Length: 115.77'
North: 2208311.8937' East: 6218946.2258'

Segment #109 : Line
Course: S65°50'34"E Length: 103.49'
North: 2208269.5413' East: 6219040.6527'

Segment #110 : Line
Course: N40°54'08"E Length: 48.26'
North: 2208306.0175' East: 6219072.2519'

Segment #111 : Line
Course: N75°30'08"E Length: 149.77'
North: 2208343.5113' East: 6219217.2529'

Segment #112 : Line
Course: S77°32'51"E Length: 127.72'
North: 2208315.9711' East: 6219341.9683'

Segment #113 : Line
Course: S64°39'54"E Length: 144.56'
North: 2208254.1124' East: 6219472.6247'

Segment #114 : Line
Course: S23°20'26"E Length: 122.71'
North: 2208141.4442' East: 6219521.2418'

Segment #115 : Curve
Length: 159.34' Radius: 200.00'
Delta: 45°38'47" Tangent: 84.17'
Chord: 155.16' Course: S50°41'59"E
Course In: S16°28'38"W Course Out: N62°07'25"E
RP North: 2207949.6577' East: 6219464.5150'
End North: 2208043.1682' East: 6219641.3104'

Segment #116 : Line
Course: S27°52'35"E Length: 49.28'
North: 2207999.6068' East: 6219664.3520'

Segment #117 : Curve
Length: 117.59' Radius: 170.00'
Delta: 39°37'49" Tangent: 61.25'
Chord: 115.26' Course: S8°03'41"E
Course In: S62°07'25"W Course Out: S78°14'47"E
RP North: 2207920.1206' East: 6219514.0791'
End North: 2207885.4857' East: 6219680.5154'

Segment #118 : Line
Course: S11°45'13"W Length: 89.13'
North: 2207798.2246' East: 6219662.3593'

Segment #119 : Line
Course: S38°41'11"W Length: 99.13'
North: 2207720.8458' East: 6219600.3974'

Segment #120 : Line
Course: S10°40'02"E Length: 31.74'
North: 2207689.6543' East: 6219606.2726'

Segment #121 : Line
Course: S32°18'16"E Length: 43.54'
North: 2207652.8534' East: 6219629.5412'

Segment #122 : Line
Course: S41°24'37"E Length: 62.93'
North: 2207605.6563' East: 6219671.1660'

Segment #123 : Line

Course: S32°29'56"E Length: 168.95'
North: 2207463.1636' East: 6219761.9400'

Segment #124 : Line
Course: S68°55'29"E Length: 53.18'
North: 2207444.0404' East: 6219811.5627'

Segment #125 : Line
Course: S62°26'58"E Length: 305.32'
North: 2207302.8204' East: 6220082.2604'

Segment #126 : Line
Course: S3°48'43"W Length: 245.06'
North: 2207058.3026' East: 6220065.9683'

Segment #127 : Line
Course: S49°17'06"W Length: 145.63'
North: 2206963.3086' East: 6219955.5861'

Segment #128 : Line
Course: S22°42'12"E Length: 91.52'
North: 2206878.8799' East: 6219990.9091'

Segment #129 : Curve
Length: 259.19' Radius: 454.00'
Delta: 32°42'38" Tangent: 133.23'
Chord: 255.69' Course: S6°20'53"E
Course In: S67°17'48"W Course Out: S79°59'34"E
RP North: 2206703.6542' East: 6219572.0870'
End North: 2206624.7577' East: 6220019.1802'

Segment #130 : Line
Course: S45°15'26"W Length: 502.73'
North: 2206270.8734' East: 6219662.1041'

Segment #131 : Curve
Length: 52.26' Radius: 166.00'
Delta: 18°02'11" Tangent: 26.35'
Chord: 52.04' Course: S36°14'21"W
Course In: S44°44'34"E Course Out: N62°46'45"W
RP North: 2206152.9679' East: 6219778.9557'
End North: 2206228.9002' East: 6219631.3403'

Segment #132 : Line
Course: S27°13'15"W Length: 127.89'
North: 2206115.1740' East: 6219572.8407'

Segment #133 : Curve
Length: 257.47' Radius: 434.00'
Delta: 33°59'25" Tangent: 132.65'
Chord: 253.71' Course: S44°12'58"W
Course In: N62°46'45"W Course Out: S28°47'20"E
RP North: 2206313.6948' East: 6219186.9061'
End North: 2205933.3363' East: 6219395.9118'

Segment #134 : Line
Course: S61°12'40"W Length: 32.36'
North: 2205917.7523' East: 6219367.5515'

Segment #135 : Curve
Length: 112.45' Radius: 234.00'
Delta: 27°32'06" Tangent: 57.34'

Chord: 111.38' Course: S74°58'43"W
Course In: N28°47'20"W Course Out: S1°15'14"E
RP North: 2206122.8299' East: 6219254.8609'
End North: 2205888.8848' East: 6219259.9774'

Segment #136 : Curve
Length: 298.58' Radius: 1049.00'
Delta: 16°18'29" Tangent: 150.30'
Chord: 297.57' Course: S53°53'28"W
Course In: N44°15'46"W Course Out: S27°57'17"E
RP North: 2206640.1223' East: 6218527.8277'
End North: 2205713.5204' East: 6219019.5711'

Segment #137 : Line
Course: S62°02'43"W Length: 141.45'
North: 2205647.2124' East: 6218894.6257'

Segment #138 : Curve
Length: 565.97' Radius: 1895.00'
Delta: 17°06'44" Tangent: 285.11'
Chord: 563.87' Course: S5°53'13"E
Course In: S75°33'25"W Course Out: S87°19'51"E
RP North: 2205174.5659' East: 6217059.5153'
End North: 2205086.3161' East: 6218952.4595'

Segment #139 : Line
Course: S37°18'51"E Length: 76.44'
North: 2205025.5215' East: 6218998.7963'

Segment #140 : Line
Course: S6°15'22"W Length: 126.36'
North: 2204899.9141' East: 6218985.0265'

Segment #141 : Line
Course: S52°37'41"W Length: 72.32'
North: 2204856.0168' East: 6218927.5529'

Segment #142 : Curve
Length: 454.99' Radius: 1895.00'
Delta: 13°45'24" Tangent: 228.59'
Chord: 453.90' Course: S16°33'20"W
Course In: N80°19'22"W Course Out: S66°33'58"E
RP North: 2205174.5615' East: 6217059.5181'
End North: 2204420.9337' East: 6218798.2164'

Segment #143 : Line
Course: S23°26'02"W Length: 195.37'
North: 2204241.6779' East: 6218720.5196'

Segment #144 : Curve
Length: 508.25' Radius: 1195.00'
Delta: 24°22'08" Tangent: 258.03'
Chord: 504.43' Course: S35°37'06"W
Course In: N66°33'58"W Course Out: S42°11'50"E
RP North: 2204716.9182' East: 6217624.0837'
End North: 2203831.6195' East: 6218426.7481'

Segment #145 : Line
Course: S47°48'10"W Length: 291.41'
North: 2203635.8838' East: 6218210.8607'

Segment #146 : Line

Course: N42°11'50"W Length: 133.00'
North: 2203734.4152' East: 6218121.5267'

Segment #147 : Line
Course: N11°20'01"E Length: 28.60'
North: 2203762.4575' East: 6218127.1472'

Segment #148 : Line
Course: N47°48'10"E Length: 268.41'
North: 2203942.7443' East: 6218325.9953'

Segment #149 : Curve
Length: 444.46' Radius: 1045.00'
Delta: 24°22'08" Tangent: 225.64'
Chord: 441.11' Course: N35°37'06"E
Course In: N42°11'50"W Course Out: S66°33'58"E
RP North: 2204716.9192' East: 6217624.0848'
End North: 2204301.3290' East: 6218582.8903'

Segment #150 : Line
Course: N23°26'02"E Length: 195.37'
North: 2204480.5848' East: 6218660.5871'

Segment #151 : Curve
Length: 450.04' Radius: 1745.00'
Delta: 14°46'36" Tangent: 226.27'
Chord: 448.79' Course: N16°02'44"E
Course In: N66°33'58"W Course Out: S81°20'34"E
RP North: 2205174.5550' East: 6217059.5155'
End North: 2204911.8910' East: 6218784.6334'

Perimeter: 26513.75' Area: 1644016.54 Sq. Ft.
Error Closure: 0.0065 Course: S34°12'04"W
Error North: -0.00538 East: -0.00365
Precision 1: 4067790.77

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EXHIBIT C

Form of Grant Deed With Easement Reservations

Grant of Fee in favor of C&C with reservation of easements in favor of County

1 Recorded at request of and return to:
2 Economic Development Agency
3 Real Estate Division
4 On behalf of the County of Riverside
5 3403 10th Street, Suite 500
6 Riverside, California 92501

7 FREE RECORDING
8 This instrument is for the benefit of the County of Riverside,
9 and is entitled to be recorded without fee. (Govt. Code 6103)

(Space above this line reserved for Recorder's use)

10 PROPERTY: Tri Valley Land Exchange
11 APNS: Portions of 390-130-029, 390-210-022,
12 390-200-009, 390-200-011 and 389-080-054

13 GRANT DEED WITH EASEMENT RESERVATIONS

14 FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, COUNTY OF
15 RIVERSIDE, a political subdivision of the State of California, as Grantor, Grants to CASTLE & COOKE
16 COMMERCIAL-CA, INC., a California corporation, as Grantee, the real property in the County of
17 Riverside, State of California, described as:

18 See Exhibit "A-1" attached hereto
19 and made part hereof

20 Grantor reserves an Easement, including access to and from, over Parcel D for the purpose of relocating
21 the San Diego Ambrosia plants, referenced as the Ambrosia Easement and Ambrosia Access Easements,
22 more particularly legally described and depicted in Exhibits A and B, for each easement interest
23 respectively, attached hereto and made a part hereof. Grantee, its successors-in-interests and assigns, are
24 prohibited and restricted from developing the Ambrosia Easement area until such time it has been
25 determined by the Grantor and the Western Riverside County Regional Conservation Authority ("RCA"),
26 after consultation with the US Fish and Wildlife and the California Department of Fish & Wildlife, that
27 the translocation of the San Diego Ambrosia has been successfully relocated. RCA, or another entity
28 approved by the Grantor, will perform the translocation of the San Diego Ambrosia plants pursuant to
success criteria established prior to the relocation of said plants. Release and relinquishment of the
Ambrosia Easement and Ambrosia Access Easement by the Grantor shall be subject to the satisfaction of
the aforementioned conditions and will be effected by a quitclaim deed executed and recorded by Grantor.

Grantee shall conserve and not disturb the identified Munz's Onion population located on the southerly
Parcel A.

This grant is made expressly subject to the following permitted exceptions: easements, rights, covenants,
and all matters, encumbrances of record affecting the property.

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GRANT DEED WITH EASEMENT RESERVATIONS
PROPERTY: Tri Valley Land Exchange
APN: Portions of 390-130-029, 390-210-022, 390-200-009, 390-200-011 and 389-080-054

Dated: _____

GRANTOR:

COUNTY OF RIVERSIDE, a political subdivision of
the State of California

John J Benoit, Chairman
Board of Supervisors

ACCEPTANCE BY GRANTEE:
CASTLE & COOKE COMMERCIAL-CA, INC

By: _____
Laura Whitaker
President

By: _____
Darlene Mohlke,
Vice President and Assistant Secretary

Attach Exhibits A and B for Ambrosia Easement,
Exhibits A and B for Ambrosia Access Easement, and
Exhibit A-1

Attach Acknowledgements

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EXHIBIT D

Form of Grant Deed in favor of County
Grant of Fee by C&C in favor of County

1 Recorded at request of and return to:
2 Economic Development Agency
3 Real Estate Division
4 On behalf of the County of Riverside
5 3403 10th Street, Suite 500
6 Riverside, California 92501

7 FREE RECORDING
8 This instrument is for the benefit of the
9 County of Riverside, and is entitled to be recorded
10 without fee. (Govt. Code 6103)

(Space above this line reserved for Recorder's use)

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PROPERTY: Tri Valley Land Exchange
APNS: Portions of 390-200-010, 390-160-006, and 390-130-028

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CASTLE & COOKE COMMERCIAL-CA, INC., a California corporation

Grants to COUNTY OF RIVERSIDE, a political subdivision of the State of California, the real property in the County of Riverside, State of California, described as:

See Exhibit "B-1" attached hereto
and made part hereof

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GRANT DEED
PROPERTY: Tri Valley Land Exchange
APNS: Portions of 390-200-010, 390-160-006, and 390-130-028

Dated: _____

GRANTOR:
CASTLE & COOKE COMMERCIAL-CA, INC.,
a California corporation

By: _____
Laura Whitaker
President

By: _____
Darlene Mohlke
Vice President and Assistant Secretary

Attach Exhibit B-1

Attach Acknowledgements

CERTIFICATE OF ACCEPTANCE
COUNTY OF RIVERSIDE

This is to certify that the interest in real property conveyed by the deed or grant dated _____ from the CASTLE & COOKE COMMERCIAL-CA, INC., a California corporation, to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors for the County of Riverside pursuant to authority conferred by Resolution No. 2016-103 of the Board of Supervisors adopted on April 5, 2016 and the COUNTY OF RIVERSIDE consents to recordation thereof by its duly authorized officer.

Dated this _____ day of _____, 2016.

By _____
Robert Field
Assistant County Executive Officer/EDA

GRANT DEED
PROPERTY: Tri Valley Land Exchange
APNS: Portions of 390-200-010, 390-160-006, and 390-130-028

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Exhibit E
Indemnification Agreement

INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT ("Agreement"), made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("COUNTY"), and CASTLE & COOKE COMMERCIAL-CA, INC., a California corporation ("C&C"), relating to the C&C'S indemnification of the COUNTY under the terms set forth herein:

WITNESSETH:

WHEREAS, In February, November and December of 2004, the County, Tri Valley I, T.T. Group and the City of Lake Elsinore executed a series of agreements concerning the property in question, specifically an acquisition agreement, memorandum of understanding, and temporary easement agreement (collectively referred to as the "Tri-Valley Agreements"). The Tri-Valley Memorandum of Understanding, as amended (the "Tri-Valley MOU"), is an agreement that addressed the acquisition of approximately 598 acres of property for conservation and roughly 392 acres of property for development; and

WHEREAS, it is asserted by C&C that because the Property is within the City of Lake Elsinore, the Tri-Valley MOU required approval and execution by the City. It is asserted by C&C that the MOU was presented to the City Council at its October 12, 2004 meeting and continued by the Council with direction to staff to prepare an addendum relating to a possible future east-west transportation corridor affecting the Tri-Valley property. In addition to other terms, the Addendum to the MOU acknowledged that the parties support the acquisition so long as the acquisition does not impede the City's desire or preclude the County's ability to locate a future east-west transportation corridor within the City of Lake Elsinore. The Addendum prohibited the County from conveying the Tri-Valley property or recording a conservation easement or otherwise encumbering the property until the earlier of two events occur: (1) an east-west transportation corridor is established by the County under the RCIP; or (2) the expiration of six (6) years from the execution date of the Addendum. It is asserted by C&C that in December 2004, the City completed its ratification of the Tri-Valley acquisition; and,

WHEREAS, the Tri-Valley transaction went through three distinct discretionary approval processes. First, as previously noted, prior to the approval of the MSHCP, the County and the property owner negotiated terms for the acquisition of 598 acres of open space and 392 acres of developable property. It is asserted by C&C that because the acquisition price of \$5,168,152.00 for the property reflected a below market value, the County agreed to a reduced MSHCP fee by several hundred dollars. Second, it is asserted by C&C that the Tri-Valley transaction was incorporated into the City's approval of the MSHCP in January 2004 and acknowledged by the Wildlife Agencies. (See, MSHCP Transcript pp. 113, 152-153, 172-175; Exhibit "A", pp. 1, 5, 11.) Third, in ratifying the deal, the City entered into an Addendum to the Tri-Valley MOU to clarify the City's discretionary authority over the future Tri-Valley development proposal and establishment of an east-west transportation corridor through the open space acreage; and,

WHEREAS, it is asserted by C&C that the Tri-Valley MOU and Addendum confirms that the County brokered MSHCP equivalent provisions for the land transaction and allowed for

adjustment of property boundaries for future road corridors and by “further mapping” to be submitted by the developer to the County for approval—“which approval shall not be unreasonable withheld” (see, Tri-Valley MOU Recital C, Sections 3-5, and Addendum); and,

WHEREAS, on November 13, 2012, the City of Lake Elsinore adopted VTTM No. 35001 along with its Addendum EIR No. IV thereby approving further mapping for the Tri-Valley property following disclosure and assessment of the environmental impacts associated with the tract map and the ultimate parcel boundary adjustment (affecting less than five percent of the total Tri-Valley property acreage) obligated by the Tri-Valley MOU; and,

WHEREAS, C&C now has a legal interest in the certain real property described with Assessor’s Parcel Numbers 390-200-010, 390-160-006, and 390-130-028 of approximately 392 acres of vacant land located adjacent to the COUNTY owned property (“C&C PROPERTY”); and,

WHEREAS, the COUNTY has a legal interest in the certain real property described with Assessor’s Parcel Numbers Assessor’s Parcel Numbers 390-130-029, 390-210-022, 390-200-009, 390-200-011, and 389-080-054 of approximately 598 acres of vacant land located adjacent to the C&C PROPERTY (“COUNTY PROPERTY”); and,

WHEREAS, COUNTY and C&C intend to finalize the boundary shared by the OWNER PROPERTY and COUNTY PROPERTY in accordance with the TriValley MOU (the “ACTION”). In conjunction with the ACTION, COUNTY is seeking to reserve an easement to accommodate the translocation of San Diego Ambrosia plants by the Western Riverside County Regional Conservation Authority (“RCA”) or other party approved by the COUNTY in the event RCA is unable to undertake the translocation of the San Diego Ambrosia plants ; and,

WHEREAS, C&C further agrees to bear the responsibility of any costs, attorneys’ fees and damages that may be associated with the COUNTY’s approval of the ACTION; and,

WHEREAS, in the event a judicial challenge is commenced against the ACTION, the COUNTY has requested and the C&C has agreed to defend, indemnify and hold harmless the COUNTY, its officials, officers, or employees from any claim, action or proceeding against the COUNTY, its officials, officers, or employees to attack, set aside, void or annul any approval of the COUNTY, its advisory agencies, appeal boards, or legislative body concerning the ACTION (the “LITIGATION”); and,

WHEREAS, this Agreement is entered into by the COUNTY and C&C to establish specific terms concerning C&C’S indemnification obligation for the ACTION.

NOW, THEREFORE, it is mutually agreed between COUNTY and C&C as follows:

1. **Indemnification.** C&C, at its own expense, shall defend (with counsel authorized by COUNTY and C&C), indemnify and hold harmless the COUNTY, its Board of Supervisors, elected and appointed officials, employees, and representatives (“Indemnified Parties”) from and against any liability, claims, actions, losses, costs, demands or proceeding

whatsoever brought against it arising out of or in any way relating to the COUNTY's approval of the ACTION and to attack, set aside, void or annul any approval of the ACTION including any associated costs, damages, and expenses including, but not limited to, costs associated with Public Records Act requests submitted to the COUNTY related to the ACTION and an award of attorneys' fees and costs incurred or arising out of the above-referenced claim, action or proceeding brought against the COUNTY ("Indemnification Obligation.")

2. **Defense Cooperation.** OWNER and the COUNTY shall reasonably cooperate in all aspects of the LITIGATION. It is also understood and agreed that all litigation pleadings are subject to reasonable review, revision and approval by COUNTY's Office of County Counsel.

3. **Representation and Payment for Legal Services Rendered.** Besides the role played by the Office of County Counsel, COUNTY shall have the absolute right to approve any and all counsel retained to defend the COUNTY in the LITIGATION. C&C shall pay the attorneys' fees and costs of the legal firm retained by C&C to represent the COUNTY in the LITIGATION. Failure by C&C to pay such attorneys' fees and costs may be treated as an abandonment of the ACTION and as a default of C&C's obligations under this Agreement.

4. **Payment for COUNTY's LITIGATION Costs.** Payment for direct COUNTY's costs related to the LITIGATION shall be made on a deposit basis. LITIGATION costs include any associated costs, fees, damages, and expenses as further described in Section 1 herein as Indemnification Obligation of C&C. Within thirty (30) days of receipt of notice from COUNTY that LITIGATION has been initiated against the ACTION, C&C shall initially deposit with the COUNTY the total amount of Twenty Thousand Dollars (\$20,000). C&C shall deposit with COUNTY such additional amounts as COUNTY reasonably and in good faith determines, from time to time, are necessary to cover costs and expenses incurred by the COUNTY, including but not limited to, the Office of County Counsel, Riverside County Economic Development Agency and the Riverside County Clerk of the Board associated with the LITIGATION. Within ten (10) days of written notice from COUNTY, C&C shall make such additional deposits. Collectively, the initial deposit and additional deposits shall be referred to herein as the "Deposit." All COUNTY costs and expenses paid for by C&C through the deposit(s) submitted shall be in response to COUNTY invoicing provided including time descriptions for all costs and expenses accrued.

5. **Return of Deposit.** COUNTY shall return to C&C any funds remaining on deposit after ninety (90) days have passed since final adjudication of the LITIGATION.

6. **Notices.** For all purposes herein, notices shall be effective when personally delivered, delivered by commercial overnight delivery service, or sent by certified or registered mail, return receipt requested, to the appropriate address set forth below:

COUNTY:
Office of County Counsel
Attn: Karin Watts-Bazan
3960 Orange Street, Suite 500
Riverside, CA 92501

C&C:
Castle & Cooke Commercial-CA, Inc.
Attn: Mr. M.J. "Tom" Tomlinson
6455 Alberhill Ranch Road
Lake Elsinore, CA 92530

7. **Default and Termination.** This Agreement is not subject to termination, except by mutual agreement or as otherwise provided herein. In the event of a default of C&C's obligations under this Agreement, COUNTY shall provide written notification to C&C of such alleged default and OWNER shall have ten (10) days after receipt of written notification to cure any such alleged default. If C&C fails to cure such alleged default within the specified time period or otherwise reach agreement with the COUNTY on a resolution of the alleged default, COUNTY may, in its sole discretion, do any of the following or combination thereof:

- a. Deem C&C's default of C&C's obligations as abandonment of the ACTION and as a breach of this Agreement;
- b. Rescind any ACTION approvals previously granted;
- c. Settle the LITIGATION.

In the event of a default, C&C shall remain responsible for any costs and attorney's fees awarded by the Court or as a result of settlement and other expenses incurred by the COUNTY related to the LITIGATION or settlement.

8. **COUNTY Review of the ACTION.** Nothing in this Agreement shall be construed to limit, direct, impede or influence the COUNTY's review and consideration of the ACTION.

9. **Complete Agreement/Governing Law.** This Agreement represents the complete understanding between the parties with respect to matters set forth herein. This Agreement shall be construed in accordance with the laws of the State of California.

10. **Successors and Assigns.** The obligations specific herein shall be made, and are binding on the successors in interest of the OWNER, whether the succession is by agreement, by operation of law or by any other means.

11. **Amendment and Waiver.** No modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by all parties.

12. **Severability.** If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. **Survival of Indemnification.** The parties agree that this Agreement shall constitute a separate agreement from any ACTION approval, and if the ACTION, in part or in whole, is invalidated, rendered null or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Agreement, which shall survive such invalidation, nullification or setting aside.

14. **Interpretation.** The parties have been advised by their respective attorneys, or if not represented by an attorney, represent that they had an opportunity to be so represented in the review of this Agreement. Any rule of construction to the effect that ambiguities are to be

resolved against the drafting party shall not be applied in interpreting this Agreement.

15. **Captions and Headings.** The captions and section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

16. **Jurisdiction and Venue.** Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed in the Courts of Riverside County, State of California and the parties hereto expressly waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction.

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

18. **Joint and Several Liability.** In the event there is more than one OWNER, the liability of OWNER shall be joint and several, and OWNER each of them shall be jointly and severally liable for performance of all of the obligations of OWNER under this Agreement.

[Signature Provisions on Following Page]

19. **Effective Date.** The effective date of this Agreement is the date the parties sign the Agreement. If the parties sign the Agreement on more than one date, then the last date the Agreement is signed by a party shall be the effective date.

IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed by their authorized representatives as of the date written.

COUNTY:
COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: _____
John J. Benoit, Chairman
Board of Supervisors

Dated: _____

ATTEST:
Clerk of the Board
Kecia Harper-Ihem

By: _____
Deputy

Seal

OWNER:
CASTLE & COOKE COMMERCIAL-CA,
INC., a California corporation

By: Laura Whitaker
Name: Laura Whitaker
Title: President

Dated: 2/18/10

By: Darlene Mohlke
Name: Darlene Mohlke
Title: Vice President and Assistant Secretary

Dated: 2/18/10

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Synthia M. Gunzel
Deputy County Counsel
SYNTHIA M. GUNZEL



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Exhibit F

Amended and Restated Temporary Operations and Permanent Maintenance Easement Agreement

AMENDED AND RESTATED TEMPORARY OPERATIONS AND PERMANENT MAINTENANCE EASEMENT AGREEMENT

This AMENDED AND RESTATED TEMPORARY OPERATIONS AND PERMANENT MAINTENANCE EASEMENT AGREEMENT (this "Agreement") is made as of _____, 2016 (the "Effective Date") by and between the County of Riverside, a political subdivision of the State of California ("Grantor") and Castle & Cooke Commercial-CA, Inc., a California corporation ("Grantee").

RECITALS

This Agreement is made with reference to the following facts and objectives:

A. Grantor is the owner of fee simple title to that certain real property located in the City of Lake Elsinore ("City"), County of Riverside ("County"), State of California (the "Grantor Property"), identified with of Assessor's Parcel Numbers 390-130-029, 390-210-022, 390-200-009, 390-200-011, and 389-080-054, as more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference.

B. Grantee is the owner of fee simple title to that certain real property located in the City (the "Grantee Property"), identified with Assessor's Parcel Numbers 390-200-010, 390-160-006, and 390-130-028, as more particularly described in Exhibit "B", attached hereto and incorporated herein by this reference.

C. The Grantor Property and Grantee Property (collectively, "Properties") were formerly operated together as a clay mine. In connection with Grantee's proposed development ("Development") of the Grantee Property, Grantee desired: (1) temporarily to utilize certain areas on a portion of the Grantor Property (adjacent to the Grantee Property) ("Easement Area"), shown on Exhibit "C," for purposes of mobilization of contractors and subcontractors, commencement of operations for Development, vehicle turnouts, storage, temporary utilities, habitat restoration, creation and/or enhancement, and the like (collectively, "Ancillary Operations") and (2) permanently and non-exclusively to access and use the Grantor Property from time-to-time, as necessary (a) in the event of an emergency requiring such access and use to repair the sub-adjacent support between the Properties, (b) for the correction of natural defects on the Properties, if they affect the Development, (c) for the routine maintenance, repair and replacement of and correction of defects in slopes and other improvements on the Grantee Property that are part of the Development, (d) for creation, restoration, and/or enhancement of habitats in satisfaction of restoration and management plan requirements approved by the United States Fish & Wildlife Service, California Department of Fish and Wildlife and/or the U.S. Army Corps of Engineers (collectively, "Work"), provided Grantee shall not disturb the Munz's Onion or San Diego Ambrosia population located on the Grantor Property or within the Restated Easement Area, all on the terms and conditions set forth herein.

D. Effective December 30, 2004, Grantor and Grantee's predecessor-in-interest, T.T. Group, Inc., entered into a Temporary Operations and Permanent Maintenance Agreement governing the Easement Area (the "2004 Agreement"). As the boundaries of both the Grantor Property and

Grantee Property will be modified by an exchange conveyance between Grantor and Grantee (see Exhibit "A1" and "B1" respectively), the parties now desire to modify the Easement Area as depicted on Exhibit "C1" (the "Restated Easement Area") and to modify the obligations previously established for the Easement Area, namely the extinguishment of the County's slope maintenance and repair obligation previously established by Section 2.1 of the 2004 Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the **RECITALS** and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Temporary Easement. Grantor hereby grants to Grantee a temporary easement (the "Temporary Easement") on, over, under, across and through the Restated Easement Area, subject to the following terms and conditions:

1.1 Term. The term of the Temporary Easement shall begin on the Effective Date and shall end upon final approval and acceptance of the completed Development by the City, or the U.S. Fish and Wildlife Service, or the California Department of Fish and Game or the U.S. Army Corps of Engineers (the "Temporary Easement Term").

1.2 Nature and Scope of the Temporary Easement. During the Temporary Easement Term, Grantee and its agents, contractors, subcontractors, consultants, and employees (collectively with the Grantee, the "Grantee Parties") shall have the non-exclusive right to enter the Easement Area for the purposes described in Recital C (1) deemed necessary by Grantee in connection with Ancillary Operations.

1.3 Compliance with the Law. Grantee shall comply with all federal, state and local laws and regulations while conducting the Ancillary Operations, including, but not limited to, the Multi-Species Habitat Conservation Plan ("MSHCP").

1.4 Insurance. At any time while Grantee is performing Ancillary Operations on the Grantor Property, Grantee shall maintain in full force and effect, at its own expense: (i) workers' compensation insurance required under state law; and (ii) a policy of insurance written by one or more responsible insurance carrier(s) which will include Grantor as an additional insured, insuring against liability for injury to persons and/or property and death of any person or persons occurring in, on or about the Grantor Property arising from Grantee's conduct, with a liability limit of not less than \$1,000,000 for the death or injury of anyone person and not less than \$3,000,000 for anyone accident and \$500,000 for property damage. Before commencing any Ancillary Operations on the Grantor Property, Grantee shall furnish Grantor with certificates of insurance issued by the appropriate insurance carrier(s) demonstrating compliance with the terms of this Section 1.4 and providing that such insurance shall not be canceled except after thirty (30) days written notice to Grantor.

1.5 Indemnity. Grantee shall defend, indemnify and hold harmless Grantor, and its respective agents, officers, members, officials (elected or appointed), managers, employees,

attorneys, contractors and affiliated and related entities from and against any and all claims, actions, causes of action, liabilities, losses, suits, damages, expenses or costs of any kind whatsoever, including attorneys' fees and court costs, to the extent caused by the negligent acts of the Grantee Parties on the Grantor Property in connection with the Ancillary Operations contemplated herein.

2. **Grant of Permanent Easement.** In addition and subject to the rights of Grantee to conduct the Ancillary Operations pursuant to the Temporary Easement as described in Section 1, Grantor hereby irrevocably grants Grantee, to have and to hold in perpetuity, the permanent, nonexclusive easement, as described in Recital C (2), on, over, under, across and through the Restated Easement Area ("Permanent Easement"). The Permanent Easement is both (a) an easement in gross in favor of Grantee which Grantee may partition and/or assign, subject to the approval of Grantor, not unreasonably withheld and (b) an easement appurtenant to the Grantee Property as the dominant tenement, with the Grantor Property as the servient tenement, which shall (i) benefit all successors in interest to all or any portion of the Grantee Property, (ii) bind and burden all successors in interest to all or any portion of Grantor Property and (iii) run with the Properties.

2.1 **Maintenance and Repair of Slope.** Upon the Effective Date of this Agreement, any maintenance and repair obligations imposed upon the Grantor that were previously established by the 2004 Agreement shall be extinguished as they relate to Grantor, Grantee shall thereafter have assumed the maintenance and repair obligation and Grantor shall have no further obligations relating to the maintenance and repair. Upon completion of the Work, Grantee shall be solely responsible for the proper maintenance and repair of the entire Restated Easement Area in perpetuity, in a first-class state and condition. Grantee may assign any or all maintenance and repair obligations to a successor entity in accordance with Section 7 of this Agreement.

2.2 Grantee shall not disturb the identified Munz's Onion population located on southerly area of the Restated Easement Area near Nichols Road.

3. **Restrictions on Use.** Without limitation, Grantee shall not:

3.1 **No Public Access.** Permit public access of any kind within the Restated Easement Area, except that a public trail access and trail head establishment consistent with the City of Lake Elsinore's public trail system is permitted.

3.2 **No Structures.** Erect, place or maintain, or permit erection, placement or maintenance of any improvement, building or structure on the Restated Easement Area, except that necessary structures ancillary to slope improvement and maintenance (e.g., terracing structures, drains) are permitted.

3.3 **No Mining.** Explore for or extract minerals, hydrocarbons, soils or other materials upon, from or under the Restated Easement Area.

3.4 No Dumping. Dump trash, ashes or garbage or other unsightly materials within the Restated Easement Area.

3.5 No Other Inconsistent Uses. Engage in or allow any use of the Restated Easement Area that would interfere with or impair the Work or for any purpose inconsistent with the terms hereof.

4. Conditions of Record. This grant is subject to all rights, covenants, conditions, easements and other matters of record as of the date of execution hereof by Grantor.

5. Failure to Perform Provisions of the Agreement. If either party fails to perform any obligations hereunder, the other party shall provide written notice of such failure. If a cure is not commenced within thirty (30) days after receipt of such notice (and thereafter prosecuted diligently to completion), the noticing party may bring a suit against the defaulting party (or commence any other action at law or equity) to require such cure. Any forbearance by either party hereto to exercise any of such party's rights hereunder in the event of any breach of this Agreement by the other party, or the other party's successors and assigns, shall not be deemed or construed to be a waiver of the first party's rights hereunder in the event of any subsequent breach.

6. Release of Grantee. Except for its indemnity obligations described in Section 1.5 for events occurring prior thereto, upon an approved partition and/or assignment described in Section 2(a), above, and/or a sale of all or any portion of the Grantee Property, Grantee shall automatically be released from any and all of its obligations under this Agreement pertaining to (x) the portion of the Permanent Easement partitioned or assigned or (y) the portion of the Grantee Property sold or transferred, as the case may be.

7. Assignment. This Agreement may be assigned by Grantee to any entity which will accept such assignment and assume Grantee's obligations hereunder.

8. Other Liens. The easement granted herein shall be at all times prior and superior to the lien of any mortgage or deed of trust in any way affecting the Restated Easement Area. Grantor agrees to execute or obtain such agreements or instruments in recordable form, as may be reasonably required by Grantee for the purpose of evidencing the superiority of this easement.

9. Notice. Any notice required to be given under this Agreement or otherwise provided by any party shall be deemed delivered upon receipt or refusal to accept delivery and may be provided by facsimile or e-mail with confirmation or by overnight mail to the following representatives of the parties:

If to County:

County of Riverside
Economic Development Agency
Real Estate Division
3403 10th Street, Suite 400
Riverside, CA 92501
Attention: James Force, Supervising Real Property Agent

If to Grantee: Castle & Cooke Commercial-CA, Inc.
c/o Castle & Cooke Alberhill Ranch, LLC
6455 Alberhill Ranch Road
Lake Elsinore, California 92530
Attn: M.J. "Tom" Tomlinson, Sr. Vice President

With ccs to: The Giardinelli Law Group
Attn: John V. Giardinelli
31594 Railroad Canyon Road
Canyon Lake, CA 92587

And: Miles Law Group, PC
Attention: Steve Miles
3151 Airway Avenue, Suite R1
Costa Mesa, CA 92626

10. Partial Invalidity. If any provision of this Agreement is declared invalid for any reason, the Temporary Easement and Permanent Easement shall, nonetheless, remain in full force and effect.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but of which, taken together, shall be one agreement.

12. Entire Agreement. This Agreement is executed in conjunction with a land exchange effective concurrently but otherwise constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior and contemporaneous agreements, including but not limited to the 2004 Agreement, representations, negotiations and understandings of the parties, whether written or oral, are hereby superseded and merged herein. No amendment, supplement or modification of this Agreement shall be binding unless executed in writing by the parties and recorded in the Official Records for the County of Riverside. No waiver shall be binding unless executed in writing by the party making the waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

13. Sole Benefit. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than Grantor and Grantee, and their representatives, partners, successors, assigns, transferees, agents, employees and attorneys, and legal or equitable right, remedy or claim under or in respect to this Agreement.

14. Attorneys' Fees. If a dispute should arise between the parties arising out of, relating to or in connection with this Agreement, the prevailing party shall be reimbursed for all reasonable expenses incurred in resolving such dispute, including attorneys' fees and including those incurred in connection with the voluntary or involuntary bankruptcy of a party.

15. Time. Time is of the essence of each and every provision (and/or obligation of the parties) in this Agreement.

16. Contractual Uncertainties. The parties waive the effect of California Civil Code Section 1654 which interprets uncertainties in a contract against the party which drafted the contract. Both parties were represented by their own independent counsel who participated in drafting this Agreement

17. Gender and Number. In this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and plural include one another, as appropriate.

18. Covenants Running With the Land. The covenants, restrictions, easements, provisions, rights and obligations (collectively, "Covenants") contained in this Agreement shall run and pass with, and benefit and burden, each and every portion of the Grantor Property and the Grantee Property, in the manner described in this Agreement; and shall bind the parties and their successors and assigns of and to any portion of the Grantor Property and/or Grantee Property, respectively, and be enforceable by any of them, except to the extent provided in Section 20 below. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Grantor Property and/or the Grantee Property shall be conclusively deemed to have consented and agreed to each and all of such Covenants contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest therein.

19. *User Release. Upon the sale, lease or other conveyance (but not a conveyance as security for a debt, e.g., pursuant to a trust deed or mortgage) of any lot (including condominiums) subdivided from the Grantee Property, or of any improvements constructed thereon ("Lot"), to a residential, commercial, industrial or other user that is not controlled or owned by, owning or controlling, or under common ownership or control with such transferor or assignor ("User"), the obligations and duties of Grantee and any successors/assigns delineated herein shall automatically terminate and be of no further force and effect with respect to such Lot and User, without any further action by the parties so long as maintenance of the slope is no longer necessary. A User shall not include (a) the transferee, assignee or ground lessee of any Lot owned or leased by a developer or other person or entity for further development and sale, lease or conveyance to the public, or (b) any public or governmental agency. This Agreement shall otherwise remain in full force and effect according to its terms, and no such release shall relieve the transferor or assignor of its duties hereunder. A User shall specifically include any person or entity entitled to receive by reason of such conveyance a Subdivision Public Report pursuant to California Business and Professions Code Section 11018.2 (or any similar statute hereafter in effect).

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[Signature provisions on the following pages]

IN WITNESS WHEREOF, Grantor and Grantee have executed Agreement as of the date first written above.

GRANTOR:

Dated: _____

"COUNTY"

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: _____

John J Benoit, Chairman
Board of Supervisors

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy



APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: Synthia M. Gunzel
SYNTHIA M. GUNZEL
Deputy County Counsel

"GRANTEE"

**CASTLE & COOKE COMMERCIAL-
CA, INC., a California corporation**

By: Laura Whitaker

Laura Whitaker,
President

By: Darlene Mohlke

Darlene Mohlke,
Vice President and Assistant Secretary

APPROVED AS TO FORM:

MILES LAW GROUP, P.C.

By: _____

Stephen M. Miles, Esq.

ACKNOWLEDGMENT

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

State of California
County of Kern)

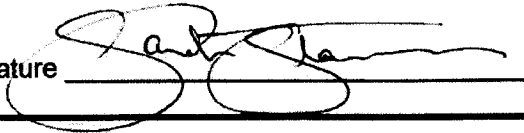
On February 18, 2016 before me, Sarah Stambolian, Notary Public,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____



(Seal)

