PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS
FOR AUCTION SALES

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this “Agreement”) is dated as of March 19, 2014 (the date of the auction) and is entered into by and between the County of San Bernardino, a body corporate and politic of the State of California (“SELLER”) and _____Watson Land Company, a California corporation_______(“BUYER”).

RECITALS

A. The SELLER is the owner of the fee simple interest in that certain property (APNs 0218-301-01, 05, 06, 07, 12, 14, 15, 22, 25, and 26; 1055-081-01 and 02) located in the City of Chino, California east of the Chino Airport, north of Kimball Avenue, south of Remington Avenue, and consisting of approximately 60.65 acres (gross) of land, (the “Property”), as shown on Exhibit “A,” attached hereto and made a part hereof by this reference.

B. The SELLER purchased the Property in the 1990’s with funding from the California Wildlife, Coastal, and Park Land Conservation Act (“Prop 70”) and has leased and managed this land for dairy operations and related agricultural uses in conformance with the intent of the legislation.

C. Pursuant to the provisions of Senate Bill 1124 (“SB 1124”), (i) the County received conditional approval on August 27, 2012 for its “Land Plan-Prop 70 Transformation” (“Land Plan”) from the State of California Department of Parks and Recreation, and (ii) the County Board of Supervisors approved the Land Plan on November 6, 2012, that contemplates, among other things, the sale of all or portions of the acreage acquired with the Prop 70 funding.

D. The SELLER has determined that the Property is surplus to its needs, and is authorized to sell the Property to BUYER for the highest bid in accordance with California Government Code Sections 25363, 25526 and 25531 and pursuant to the requirements established by SB 1124 and as identified in the Land Plan.

E. In accordance with California Government Code Section 25531, SELLER has determined that BUYER is the highest bidder for the Property.

F. The SELLER and BUYER agree that the value set by the highest bid on the Property is Fifteen Million Three Hundred Thirty-Five Thousand and 00/100 Dollars $15,335,000 (the “Bid Price”) and BUYER agrees to the purchase of the property at the Bid Price.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. Purchase and Sale of Property.
Subject to all of the terms, conditions and provisions of this Agreement and for the consideration set forth below, SELLER hereby agrees to sell, convey and transfer to BUYER and BUYER hereby agrees to acquire all of the right, title and interest of SELLER in and to the Property.

Section 3. Consideration.

As a condition to SELLER’s performance hereunder, BUYER shall pay to SELLER total consideration in the amount of $15,335,000.00 (“Purchase Price”) in verified funds, for the Property. As part of the auction for the Property, BUYER has deposited $1,533,500.00 (the “Deposit”) with SELLER.

While held by SELLER, the Deposit shall be held in an interest-bearing account and interest accruing thereon shall be for the account of the BUYER. In the event the transaction contemplated hereby is consummated, the Deposit plus interest accrued thereon while in the possession of SELLER shall be credited against BUYER’s payment obligations hereunder. The Deposit shall be subject to refund to BUYER, or retention by SELLER, on the terms and conditions of this Agreement.

Section 4. Leases

SELLER and BUYER hereby acknowledge that the Property is subject to those certain agricultural leases attached hereto as Exhibit “B” (the “Leases”) with respect to certain real property described in such leases. BUYER acknowledges receipt of copies of the Leases in the possession of the SELLER and agrees to acquire the Property subject to the Leases. SELLER shall use commercially reasonable efforts to obtain from the tenants estoppel certificates in customary form reasonably acceptable to BUYER. SELLER and BUYER shall each execute an assignment of each of the Leases (the “Lease Assignment”) in the form attached as Exhibit “C”, (the “Lease Assignment Form”).

Section 5. BUYER’s Option of Opening of Escrow.

(a) All expenses incurred in the transfer of title, including but not limited to escrow, title policy (if requested by BUYER), documentary stamps and recording fees are to be paid by BUYER.

(b) If BUYER requests, the transfer and sale of the property shall take place through escrow (the “Escrow”), such Escrow shall be administered by an escrow company (“Escrow Holder”) selected by the BUYER. The Escrow for the Property shall be deemed open (“Opening of Escrow”) upon the receipt by the Escrow Holder of a copy of this Agreement executed by SELLER and BUYER. SELLER and BUYER shall open escrow within fourteen (14) days after approval of this Agreement by the SELLER’s Board of Supervisors. The parties agree to execute such additional escrow instructions as may be appropriate to enable Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control unless such supplementary instructions are signed by both BUYER and SELLER and a contrary intent is expressly indicated in such supplementary instructions.

(c) If this Agreement or Escrow is terminated by SELLER for any reason except the BUYER’s default, SELLER shall be solely responsible to the Escrow Holder for payment of all customary and reasonable escrow cancellation charges to the Escrow
Section 6. Closing/Close of Escrow.

(a) If BUYER elects to use an Escrow, the “Close of Escrow” means and refers to the date on which the conditions set forth in this Agreement for the close of Escrow for the transfer of the Property have been satisfied, but in no event later than the Closing Date, and the Deed is recorded by the Escrow Holder. The Property shall be transferred to BUYER at the Closing or upon the Close of Escrow, provided that within the periods of time set forth in this Agreement: (i) BUYER has not terminated this Agreement, (ii) BUYER has accepted the Deed, and (iii) all other conditions of the Closing or the Close of Escrow set forth in this Agreement have been met and BUYER has paid, or caused to be paid to the Escrow Holder all applicable escrow costs relating to such closing, if BUYER uses an Escrow.

(b) The Close of Escrow shall take place on or before a date which is no later than thirty (30) days after the USDA deed restriction referenced in Section 11 (B), the County Deed Restrictions referenced in Section 11 (C) (collectively, the “Deed Restrictions”) and the Land Conservation Contract referenced in Section 11 (D) (the “Land Conservation Contract”) have been discharged and removed by the Seller (“the Closing Date”). Seller shall have up to twelve (12) months following the Opening of Escrow to remove said Deed Restrictions and Land Conservation Contract. If Seller fails to remove the Deed Restrictions and Land Conservation Contract by the end of this twelve month period, the Buyer has the option to cancel escrow and withdraw their deposit along with any accrued interest. Escrow can be extended one time for an additional six (6) months upon the mutual agreement of both parties to allow Seller additional time to remove the Deed Restrictions and Land Conservation Contract.

Section 7. Escrow Instructions.

In the event BUYER elects to use an Escrow for the transfer and sale of the Property, SELLER and BUYER each agree to execute and deliver to the Escrow Holder the customary supplemental written escrow instructions (consistent with the terms of this Agreement) of the Escrow Holder. In the event of a conflict between the additional terms of such customary supplemental escrow instructions of the Escrow Holder and the provisions of this Agreement, this Agreement shall supersede and be controlling. Upon any termination of this Agreement or cancellation of the Escrow, except as results from the default of SELLER, BUYER shall be solely responsible for the payment of the escrow cancellation costs of the Escrow Holder.

Section 8. Conveyance of Title.

On or before the Close of Escrow, SELLER shall deliver to the Escrow Holder the Grant Deed, in form attached hereto as Exhibit “D” (the “Grant Deed”) duly executed and acknowledged by SELLER. The Grant Deed shall relinquish the interests of SELLER in the Property to BUYER. The Escrow Holder shall be instructed to record the Deed in the Official Records of San Bernardino County, California, if and when the Escrow Holder holds the funds for the SELLER as set forth herein and, subject to BUYER’s request, can obtain for BUYER a CLTA standard coverage or an ALTA owner’s extended
coverage policy of title insurance ("Title Policy") issued by a title company of BUYER's choice (the "Title Company") with liability in an amount equal to the Purchase Price together with such endorsements to the policy as may be reasonably requested by BUYER, insuring that fee title to the Property is vested in BUYER, free and clear of options, rights of first refusal or other purchase rights, leases or other possessory interests, lis pendens and monetary liens and/or encumbrances and subject only to:

1. non-delinquent real property taxes;
2. dedication of all streets abutting the Property;
3. all other matters of record approved by BUYER;
4. the Leases; and
5. such other title exceptions, if any, resulting from documents being recorded or delivered through Escrow.

Section 9. Inspections and Review.

(a) Except as expressly set forth in this Agreement, no representations or warranties have been made or are made and no responsibility has been or is assumed by SELLER or by any officer, person, firm, agent or representative acting or purporting to act on behalf of SELLER as to the condition or repair of the Property, the zoning of the Property or the value, expense of operation, or income potential thereof, or as to any other fact or condition which has or might affect the Property or the condition, repair, value, expense of operation or income potential of the Property or any portion thereof. BUYER further acknowledges and agrees that it has relied solely upon its own investigations of the Property and its own review of such information and documentation as it has deemed appropriate and is satisfied with the opportunity afforded for investigation. BUYER is not relying upon any statement or representation by SELLER or by any officer, person, firm, agent or representative acting or purporting to act on behalf of SELLER unless such statement or representation is specifically embodied in this Agreement or the Exhibits attached hereto. SELLER makes no representations or warranties as to whether the Property contains any Hazardous Materials or pertaining to the extent, location or nature of the same. Further, to the extent that SELLER has provided to BUYER information from any inspection, engineering or environmental reports concerning any Hazardous Materials, SELLER makes no representations or warranties with respect to the accuracy, completeness, methodology of preparation or otherwise concerning the contents of such reports.

(b) BUYER, on behalf of itself and its successors, waives and releases SELLER, any board member, officer, employee, person, firm, agent and representative acting or purporting to act on behalf of SELLER and their successors and assigns from any and all costs or expenses whatsoever (including, without limitation, attorneys’ fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, arising from or relating to any of the matters and conditions relating to the Property that exist as of the date of the Close of Escrow, including, without limitation, the physical condition of the Property or any above ground or underground improvements thereon, the condition of the soils, the suitability of the soils for the improvement of any proposed project, the environmental condition of the Property, including, without limitation, the presence, discovery or removal of any Hazardous Materials in, at, about or under the Property or the applicability to the Property of any environmental laws, as such acts may be amended from time to time, or any other federal, state or local statute or
(c) BUYER expressly waives any rights or benefits available to it with respect to the foregoing release under any provision of applicable law which generally provides that a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time the release is agreed to, which, if known to such creditor, would materially affect a settlement. By execution of this Agreement, BUYER acknowledges that it fully understands the foregoing, and with this understanding, nonetheless elects to and does assume all risk for claims known or unknown, described in this Section 9 without limiting the generality of the foregoing:

The undersigned acknowledges that it has been advised by legal counsel and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

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

The undersigned, being aware of this Code section, hereby expressly waives any rights it may have thereunder, as Well as under any other statutes or Common law principles of similar effect.

Initials of BUYER: ________

(d) The provisions of this Section 9 shall survive the Close of Escrow, and shall be binding upon BUYER.

(e) SELLER shall assist and cooperate with BUYER in endeavoring to remove title exceptions unacceptable to BUYER, but SELLER shall have no obligation to cause such objections to be removed or to expend any sums in such endeavor, except that SELLER shall remove the SB 1124 Deed Restriction, the USDA Deed Restriction, as defined in and pursuant to Section 11 (B), the County Deed Restrictions as defined in and pursuant to Section 11 (C), and the Land Conservation Contract as described in and pursuant to Section 11 (D), and all monetary liens, encumbrances, and deed restrictions created by or as a result of SELLER’s activities.

(f) SELLER covenants not to further encumber and not to place any further liens or encumbrances on the Property, including, but not limited to, covenants, conditions, restrictions, easements, liens, options to purchase, rights of first offer options to lease, leases, tenancies, or other possessory interests.

SELLER also covenants not to authorize others to take any action that adversely affects the physical condition of the Property or its soils to any material extent.

Section 10. BUYER’s Review of Title.

SELLER shall request that Escrow Holder deliver, not later than five (5) days after the Opening of Escrow, to the BUYER a current preliminary title report issued by the Title Company, showing the condition of title. The BUYER at its option and expense may cause a survey of the Property to be prepared and delivered to the Escrow holder.
Section 11.  Removal of Deed Restrictions and Land Conservation Contract

A. The BUYER acknowledges that pursuant to SB 1124, the SELLER filed a Deed Restriction on the Property on or about March 31, 2011, which is attached hereto as Exhibit “E”, (the “SB 1124 Deed Restriction”). The SELLER hereby agrees to discharge and remove the SB 1124 Deed Restriction as of the Closing, and to pay all costs and fees in connection with such discharge and removal thereof.

B. The BUYER acknowledges that a deed restriction was filed on a portion of the Property (APN 1055-081-02), on or about October 24, 1997, in favor of the United States of America and is attached hereto as Exhibit “F” (the “USDA Deed Restriction”). The SELLER hereby agrees to discharge and remove the USDA Deed Restriction as of the Closing, and to pay all costs and fees in connection with such discharge and removal thereof.

C. The BUYER acknowledges that deed restrictions were filed on a portion of the Property (APN 218-301-05), on or about March 26, 1992, in favor of Southern California Agricultural Foundation and November 9, 1999, in favor of County of San Bernardino and are attached hereto as Exhibit “G” (the “County Deed Restrictions”). The SELLER hereby agrees to discharge and remove the County Deed Restrictions as of the Closing, and to pay all costs and fees in connection with such discharge and removal thereof.

D. The BUYER acknowledges that the Land Conservation Contract was filed on a portion of the Property (APNs 218-301-01, 06, 07, and 22) on or about February 26, 1971, and is attached hereto as Exhibit “H”. The SELLER hereby agrees to discharge and remove the Land Conservation Contract as of the Closing, and to pay all costs and fees in connection with such discharge and removal thereof.

Section 12: Processing of Entitlements.

If the Close of Escrow is delayed for ninety (90) days or more due to the removal of the Deed Restrictions and Land Conservation Contract referenced in Section 11, then SELLER covenants and agrees that SELLER will reasonably cooperate with BUYER in connection with the processing by BUYER of the entitlements deemed necessary by BUYER for the development of the Property. SELLER acknowledges that such cooperation shall include whatever actions may be reasonably necessary or helpful to enable BUYER to process its entitlements. Such entitlements to be processed by BUYER shall include, without limitation, the processing of an amendment to the general plan covering the Property, zone change, a tentative subdivision map, a final subdivision map, an environmental impact report, associated development permits and related permits and approvals (collectively "Entitlements"). Such cooperation shall include facilitating BUYER in entering into development agreements, investigating public financing and forming special improvement districts, executing, as may be requested by the City of Chino or any other governmental agency having jurisdiction over the Property, applications, permits or approvals required for the submittal of the Entitlements and, if applicable, executing the final map, if requested by BUYER, and providing BUYER and BUYER's agents, employees and independent contractors access to the Property to perform any investigations or tests necessary for the processing of such Entitlements. The parties acknowledge that the intent of this provision is that SELLER will cooperate with BUYER and participate in such meetings if the City of Chino or other governmental agencies require the owner of the Property to be in attendance at such meetings. To the extent such attendance is required; BUYER will use reasonable efforts
to provide SELLER with advance notice and to schedule such meetings at a time which is reasonably acceptable to SELLER. Upon submittal of any such applications, permits, deeds or maps to SELLER, SELLER shall, no later than seven (7) days after delivery of such documents, deliver the same to BUYER. If escrow closes within 90 days SELLER shall not be obligated to cooperate with BUYER in connection with and the processing by BUYER of the entitlements.

Section 13. Closing Costs, Possession.

(a) BUYER shall pay the premium for any requested title policy, cost of a survey, if any, and all requested endorsements, the cost of recording the Deed and any documentary or other transfer taxes payable on account of the conveyance of the Property to BUYER.

(b) BUYER shall pay 100% of the Escrow Holder’s charges and fees which may be charged by the Escrow Holder in connection with the Close of Escrow.

(c) BUYER shall be entitled to exclusive possession of the Property immediately upon the Close of Escrow.

Section 14. Representations and Warranties.

(a) SELLER hereby makes the following representations, covenants and warranties:

(1) **Power and Authority.** SELLER has the legal power, right and authority to enter into this Agreement and to execute the instruments and documents referenced herein, and to consummate the transaction contemplated hereby.

(2) **Requisite Action.** SELLER has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the transactions contemplated hereby, and no consent of any other party is required.

(3) **Enforceability of Agreement.** The persons executing this Agreement and any instrument or document referenced herein for or on behalf of SELLER have been duly authorized to so act on behalf of SELLER and this Agreement and any such instrument or document is valid and legally binding on SELLER and enforceable against SELLER in accordance with their respective terms.

(4) **No Litigation.** Except as otherwise disclosed in writing to BUYER, there is no pending or, to SELLER’s actual knowledge, without investigation or inquiry, threatened claims, action, allegations or lawsuit of any kind, whether for personal injury, property damage, property taxes, or otherwise, that could affect the Property.

(5) **No Violation.** Neither the execution of this Agreement or the other instruments and documents referenced herein nor the performance by SELLER of its obligations hereunder and thereunder shall result in a breach or constitute a default under any agreement, document, instrument or other obligation to which SELLER is a party or by which SELLER may be bound or under law, statute, ordinance, rule, governmental regulation, state constitution, or any writ, injunction, order or decree of any court or governmental body applicable to SELLER.
(6) **Operation and Condition Pending Closing.** Between the date of this Agreement and the Close of Escrow hereunder, SELLER will continue to manage, operate and maintain the Property in the same manner as existed prior to the execution of this Agreement.

(7) **Contracts.** Except for the covenants conditions and restrictions of record affecting the Property and the Leases referenced in Exhibit “B”, there are no contracts or agreements to which SELLER is a party relating to the operation, maintenance, development, improvement or ownership of the Property which will survive the Close of Escrow.

All representations and warranties contained in this Section 14(a) are true and correct on the date hereof and on the Closing Date and shall survive the Close of Escrow.

(b) **Warranties and Representations by BUYER.** BUYER hereby makes the following representations, covenants and warranties and acknowledges that the execution of this Agreement by SELLER has been made in material reliance by SELLER on such covenants, representations and warranties:

(1) BUYER has the legal right, power and authority to enter into this Agreement and to execute the instruments and documents referenced herein and to consummate the transactions contemplated hereby. The persons executing this Agreement and such other instruments as may be referenced herein on behalf of BUYER hereby represent and warrant that such persons have the power, right and authority to bind BUYER. BUYER is not presently subject to any bankruptcy, insolvency, reorganization, moratorium, or similar proceeding.

(2) BUYER has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the transactions contemplated hereby, and no consent of any other party is required.

(3) This Agreement is, and all instruments and documents to be executed by BUYER pursuant to this Agreement shall be, duly executed by and are or shall be valid and legally binding upon BUYER and enforceable in accordance with their respective terms.

(4) Neither the execution of this Agreement or the other instruments and documents referenced herein nor the performance by BUYER of its obligations hereunder and thereunder shall result in a breach of or constitute a default under any agreement, document, instrument or other obligation to which BUYER is a party or by which BUYER may be bound or under law, statute, ordinance, rule, governmental regulation, state constitution, or any writ, injunction, order or decree of any court or governmental body applicable to BUYER.

(5) BUYER has made (or will make prior to the Closing Date) an independent investigation with regard to the Property, will have used commercially reasonable efforts to ascertain to its satisfaction the extent to which the Property complies with applicable zoning, building, environmental, health and safety and all other laws codes and regulations, and BUYER's intended use thereof, including without limitation, review and/or approval of matters disclosed by SELLER pursuant to this Agreement.
(6) There is no pending or, to BUYER's actual knowledge, without investigation or inquiry, threatened claims, action, allegations or lawsuit of any kind, whether for personal injury, property damage, property taxes, or otherwise, that could affect materially and detrimentally affect the ability of BUYER to perform its obligations under this Agreement. BUYER shall notify SELLER promptly of any such litigation of which BUYER becomes aware.

All representations and warranties contained in this Section 14(b) are true and correct on the date hereof and on the Closing Date and shall survive the Close of Escrow.

Section 15. Conflict of Interest.

No member, official or employee of either party having any conflict of interest, direct or indirect, related to this Agreement and the use and development of the Property shall participate in any decision relating to the Agreement. The parties represent and warrant that they do not have knowledge of any such conflict of interest.

Section 16 Nonliability of Officials and Employees.

No board member, officer, official, employee, person, firm, agent or representative acting or purporting to act on behalf of SELLER shall be personally liable to BUYER, or any successor in interest of BUYER, in the event of any default or breach or for any amount which may become due hereunder, or on any obligations under the terms of this Agreement.

Section 17. Indemnification.

BUYER agrees to indemnify, defend and hold SELLER and its board members, officers, officials, employees, representatives and agents harmless from and against all damages, judgments, costs, expenses and attorney’s fees arising from or related to any act or omission of BUYER in performing its obligations hereunder, including such that arise as the result of BUYER’s investigations of the Property. SELLER shall give BUYER written notice of the occurrence of a claim, litigation or other matters for which SELLER seeks indemnity under this Section as promptly as practicable following SELLER’S knowledge of the occurrence of such matter and SELLER shall reasonably cooperate with BUYER in the defense of any such claim or matter and shall not take any action that would adversely affect BUYER’s defense of such matter.

Section 18. Default.

(a) Default by Buyer; Limitation on Liability; Liquidated Damages. IF BUYER REFUSES OR FAILS TO CONSUMMATE THE CLOSING UNDER THIS AGREEMENT FOR ANY REASON OTHER THAN: (I) THE FAILURE OF AN EXPRESS CONDITION PRECEDENT TO BUYER’S OBLIGATION TO CLOSE, OR (II) ANY OTHER EXPRESS RIGHT OF BUYER SET FORTH IN THIS AGREEMENT TO TERMINATE THIS AGREEMENT, THEN THE SELLER'S RETENTION OF THE DEPOSIT PLUS ANY INTEREST ACCRUED THEREON SHALL BE SELLER’S SOLE REMEDY FOR BUYER’S FAILURE TO CLOSE, AND BOTH PARTIES SHALL BE RELIEVED OF AND RELEASED FROM ANY FURTHER LIABILITY HEREUNDER. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF A DEFAULT BY BUYER, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. SELLER AND BUYER AGREE THAT THE DEPOSIT IS A FAIR AND REASONABLE AMOUNT TO BE RETAINED BY SELLER
AS AGREED AS LIQUIDATED DAMAGES IN LIGHT OF SELLER’S REMOVAL OF
THE PROPERTY FROM THE MARKET AND THE COSTS INCURRED BY SELLER,
AND SHALL NOT CONSTITUTE A PENALTY OR A FORFEITURE.

BY PLACING ITS INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE
ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH
PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS
AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS LIQUIDATED
DAMAGES PROVISION.

INITIALS: Seller: ___________ Buyer: ___________

(b) Default By Seller; Other Failure To Consummate Agreement. IF
CLOSING FAILS TO OCCUR SOLELY AS A RESULT OF (i) A DEFAULT BY
SELLER IN THE PERFORMANCE OF CONDITIONS PRECEDENT TO CLOSING, OR
(ii) THE FAILURE OF A CONDITION BENEFITING BUYER BECAUSE SELLER
FRUSTRATED SUCH FULFILLMENT BY SOME AFFIRMATIVE ACT OR OMISSION,
AND IF ALL OTHER CONDITIONS TO BUYER’S OBLIGATIONS TO CONSUMMATE
THE SALE OF THE PROPERTY TO BE SATISFIED AS OF THE DATE OF SUCH
DEFAULT OR FAILURE OF CONDITION HAVE BEEN SATISFIED AT THE TIME OF
SUCH DEFAULT OR FAILURE, THEN, UPON NOTICE BY BUYER TO SELLER AND
ESCROW AGENT TO THAT EFFECT, BUYER SHALL HAVE THE RIGHT, IN
BUYER’S SOLE DISCRETION AND AS ITS SOLE AND ONLY REMEDIES
HEREUNDER TO THE EXCLUSION OF ALL OTHER POTENTIAL REMEDIES, TO
EITHER (I) TERMINATE THIS AGREEMENT AND RECEIVE THE DEPOSIT PLUS
ANY INTEREST ACCRUED THEREON IN WHICH EVENT THIS AGREEMENT SHALL
AUTOMATICALLY TERMINATE AND BE OF NO FURTHER FORCE OR EFFECT
AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS
HEREUNDER, OTHER THAN PURSUANT TO ANY PROVISION HEREOF WHICH
EXPRESSLY SURVIVES THE TERMINATION OF THIS AGREEMENT; or (II) BRING
AN ACTION FOR SPECIFIC PERFORMANCE, PROVIDED, HOWEVER, THAT ANY
SUCH ACTION FOR SPECIFIC PERFORMANCE SHALL BE FILED AND SERVED
BY BUYER WITHIN THIRTY (30) DAYS OF THE DATE OF THE ALLEGED SELLER’S
DEFAULT, IT BEING THE INTENT OF THE PARTIES HERETO THAT ANY FAILURE
OF BUYER TO MEET THE TIME DEADLINE SET FOR FILING SHALL BE DEEMED
TO BE BUYER’S ELECTION TO WAIVE AND RELINQUISH ANY RIGHTS TO
ENFORCE SPECIFIC PERFORMANCE OF THIS AGREEMENT.

INITIALS: Seller: ___________ Buyer: ___________

Section 19. Miscellaneous.

(a) Counterparts. This Agreement may be executed in multiple
counterparts, each of which shall be deemed an original and together shall constitute
one and the same agreement, with one counterpart being delivered to each party hereto.
To facilitate execution of this Agreement, copies of this Agreement that are executed
with original signatures, which are delivered by facsimile, telexcopier or portable
document format (PDF) shall constitute a duly authorized, irrevocable actual delivery of
this Agreement.

(b) Severability. The unenforceability, invalidity, or illegality of any
provision of this Agreement shall not render the other provisions hereof unenforceable,
invalid or illegal.
(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. No conflicts of law rules of any state or country (including, without limitation, California conflicts of law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than California. All controversies, claims, actions or causes of action arising between the parties hereto and/or their respective successors and assigns, shall be brought, heard and adjudicated by the courts of the State of California, with venue in the County in which the Property is located. Each of the parties hereto hereby consents to personal jurisdiction by the courts of the State of California in connection with any such controversy, claim, action or cause of action, and each of the parties hereto consents to service of process by any means authorized by California law and consent to the enforcement of any judgment so obtained in the courts of the State of California on the same terms and conditions as if such controversy, claim, action or cause of action had been originally heard and adjudicated to a final judgment in such courts. Each of the parties hereto further acknowledges that the laws and courts of California were freely and voluntarily chosen to govern this Agreement and to adjudicate any claims or disputes hereunder. Notwithstanding anything to the contrary herein, in any dispute or controversy arising out of or in any way relating to this Agreement or the subject matter thereof, and whether or not involving equitable or extraordinary relief, the provisions of the Government Claims Act (California Government Code Section 900, et seq.) must be followed to the extent required by law.

(d) Attorneys’ Fees and Costs. If any legal action is instituted to enforce or declare any party’s rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys’ fees. This paragraph shall not apply to those costs and attorneys’ fees directly arising from any third party legal action against a party hereto and payable under Section 17 of this Agreement.

(e) Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the parties hereto.

(f) Amendments. Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by SELLER and BUYER.

(g) Time for Performance. Any time deadlines contained herein shall be calculated by reference to calendar days unless otherwise specifically noted. For notice purposes hereunder, days shall be deemed to end at 5:00 P.M. Pacific Time. In the event that any time periods for performance hereunder fall on a weekend or legal holiday (either national holiday, California holiday, or official holiday in the state where the Property is located), the date for performance shall be the next following business day.

(h) Enforcement. If either party fails to perform any of its obligations under this Agreement or if a dispute arises between the parties concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, arbitration or court costs and attorneys’ fees and disbursements. Any such attorneys’ fees and other expenses incurred by either party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys’ fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.
(i) **Time of the Essence.** Time is of the essence of this Agreement.

(j) **Construction.** Headings at the beginning of each section and subsection are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same.

**Section 20.** *Entire Agreement.*

(a) This Agreement and the exhibits attached hereto constitute the entire understanding and Agreement of the parties.

(b) This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto with respect to the Property.

(c) The headings to the paragraphs of this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not in any way affect its interpretation.

**Section 21.** *Notices.*

Any notice required or permitted to be given or delivered under this Agreement shall be in writing and (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by Federal Express or similar nationally recognized overnight courier service, or (iv) transmitted by facsimile with a hard copy sent within one (1) business day by any of the foregoing means. Such notice shall be deemed to have been given or delivered upon the date of actual receipt or delivery (or refusal to accept delivery), as evidenced by the notifying party’s receipt of written or electronic confirmation of such delivery or refusal, if received by the party to be notified between the hours of 8 a.m. and 5 p.m. Pacific time on any business day, with delivery made after such hours to be deemed received on the following business day. For the purposes of notice, the addresses of the parties shall be as follows:

**Buyer:** Watson Land Company  
22010 Wilmington Avenue  
Carson, California 90745  
Attention: Craig B. Halverson  
Facsimile No.: (310) 952-6431  
Telephone No.: (310) 522-8788  
Email: CHalverson@watsonlandcompany.com
Section 22. Governing Board Approval.

This agreement is subject to, and will have no force or effect until and unless first approved by the SELLER's Board of Supervisors.
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
As of the dates set forth below

BUYER:
WATSON LAND COMPANY,
a California corporation

By: ____________________________  Date: _____________________
   Its______________________

By: ____________________________  Date: _____________________
   Its______________________

SELLER:
COUNTY OF SAN BERNARDINO

By: ____________________________  Date: _____________________
   Janice Rutherford, Chair
   Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY
OF
THIS DOCUMENT HAS BEEN
DELIVERED
TO THE CHAIR OF THE BOARD

LAURA H. WELCH, Clerk of the Board of
Supervisors

JEAN-RENE BASLE, County Counsel
San Bernardino County, California

By: ____________________________  By: ____________________________
   Deputy                                    Robert F. Messinger, Deputy

Date: ____________________________  Date: ____________________________
EXHIBIT “A”

The Property

The land referred to herein is situated in the unincorporated area of the County of San Bernardino, State of California, and is described as follows:

Parcel 1: 0218-301-14 and 0218-301-15

Lot(s) 7 and the easterly 261.65 feet of Lots 8 and 9, Section 27, Township 2 south, Range 7 west, San Bernardino Base and Meridian, according to map of subdivision of Part of Rancho Santa Ana Del Chino, as shown by map on file in Book 6 Page(s) 15, of Maps, Records of San Bernardino County, California.

Said property is measured from the center line of Remington Avenue.

Together with a 1/3 interest in the well and well site located on the northwest corner of Lot 8.

Parcel 2:

An easement for pipe line for the conveyance of water over and across the south 10 feet of the north 49 feet of the east 310 feet of the following described property:

Lot 8, Section 27, except the easterly 261.65 feet thereof, in Township 2 south, Range 7 west, according to map of subdivision of Part of Rancho Santa Ana Del Chino, in the County of San Bernardino, State of California, as per map recorded in Book 6 of Maps, Page 15, in the Office of the County Recorder of said County.

Said property is measured from the center line of Remington Avenue.

Parcel 3: 0218-301-01 and 0218-301-06 and 0218-301-07 and 0218-301-22

Government Lots 1, 2, and 3, Section 27, Township 2 south, Range 7 west, San Bernardino Base and Meridian, according to the Official Plat of said land filed in the District Land Office, September 16, 1873, and July 9, 1887;

Excepting that portion of Government Lot 2, Section 27, Township 2 south, Range 7 west, San Bernardino Base and Meridian, according to Government Survey, described as follows:

Beginning at the intersection of the north boundary line of said Lot 2, and the common boundary line of San Bernardino and Riverside Counties;
Thence North 89°36’ west along said north boundary line, a distance of 483.19 feet;
Thence along a 15,900.00 feet radius curve to the left from a tangent which bears south 13°17’10” west a distance of 217.70 feet to a point on said common boundary line of San Bernardino and Riverside Counties;
Thence North 68°57” east along said line a distance of 572.87 feet to the point of beginning, containing 1.24 acres, more or less.

The plat of the Dependent Resurvey of said land was filed in the District Land Office July 9, 1887. Said land is also shown on a map recorded in Book 3, Page(s) 71, of Record(s) of Survey;
Also Excepting therefrom those portions conveyed to the San Bernardino County Flood Control District, a body corporate and politic by deeds recorded October 7, 1977 in Book 9279, Page(s) 2357 and 2359, both of Official Records;

Also excepting a portion of that part of Government Lot 2, Section 27, Township 2 south, Range 7 west, San Bernardino Base and Meridian, said part described in document recorded in Book 8120, Page(s) 65 of Official Records of San Bernardino County, California, said portion being all of said part lying easterly from a line that is parallel with and distant westerly 26.00 feet from the northerly prolongation of the west line of Parcel 2, Parcel Map 6141, as shown by map on file in Book 21 Page(s) 93, of Parcel Maps, Records of Riverside County, California.

Parcel 4: 0218-301-12 and 0218-301-25 and 0218-301-26

Lots 8 and 9, Section 27, except the easterly 261.65 feet thereof, Township 2 south, Range 7 west, San Bernardino Base and Meridian, according to map of Part of Rancho Santa Ana Del Chino, as shown by map on file in Book 6 of Maps, Page 15, Records of said County.

Excepting therefrom a 2/3 interest in the well and well site located on said Lot 8.

Together with a 1/3 interest in the well and well site located on said Lot 1.

Subject to an easement for highway and road purposes for Vineyard Avenue as set forth in a document recorded March 16, 1967 in Book 6788, Page 396, Official Records of said County.

Note: The area and distances of the above described property are computed to the centers of the adjoining streets shown on said map.

Note: Reference is hereby made to a survey of said property shown on a map recorded in Book 107 of Records of Survey, Page 91 of Records of said County.

Parcel 5: 0218-301-05

Lots(s) 10, Section 27, Township 2 south, Range 7 west, Rancho Santa Ana Del Chino, as shown by map on file in Book 6 Page(s) 15, of Maps, Records of San Bernardino County, California.

Parcel 6: 1055-081-02

Lot(s) 1 and 16, except the westerly 397.92 feet thereof, Section 28, Township 2 south, Range 7 west, San Bernardino Base and Meridian, according to Map of Part of Rancho Santa Ana Del Chino, as shown by map on file in Book 6 Page(s) 15, of Maps, Records of San Bernardino County, California.

Together with a 1/3 interest in the well site located on said Lot 1.

Subject to an easement for highway and road purposes for Vineyard Avenue as set forth in a document recorded March 16, 1967 in Book 6788, Page 396, Official Records of said County.
Note: The area and distances of the above described property are computed to the centers of the adjoining streets shown on said map.

Note: Reference is hereby made to a survey of said property shown on map recorded in Book 107 of Records of Survey, Page 91 of Records of said County.

Parcel 7: 1055-081-01

The westerly 397.92 feet of Lots 1 and 16, Section 28, Township 2 South, Range 7 West, San Bernardino Base and Meridian, according to map of subdivision of part of Rancho Santa Ana Del Chino, as per plat recorded in Book 6 of Maps, Page 15, Records of said County.

Excepting therefrom a 1/3 interest in the well and well site located on Lot 1.

Together with a 1/3 interest in the well and well site located on the northwest corner of Lot 8, said Section 28, Township 2 South, Range 7 West of said map.
### EXHIBIT “B”

#### The Leases

<table>
<thead>
<tr>
<th>TENANT</th>
<th>SIZE</th>
<th>LEASE EXPIRATION</th>
<th>OPTIONS</th>
<th>FINAL EXPIRATION</th>
<th>MONTHLY RENT</th>
</tr>
</thead>
</table>
| Robert C. Howard  
Foxcroft Farms, Inc. | 4.74 acres | 08/31/2015 | N/A     | 08/31/2015       | $2,150.00*   |
| Peter H. Bouma, Dana M. Bouma,  
and Sam De Kruyf  
P&D Dairy | 36.14 Acres  | 10/31/2015 | N/A     | 10/31/2015       | $4,660.00    |

*Includes $150.00 in utility costs paid by Tenant
EXHIBIT “C”

The Leases Assignment Form

ASSIGNMENT OF LEASE

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, ____________________________________ (“Assignor”) hereby assigns, transfers and conveys to ______________________________________ (“Assignee”), all right, title and interest of Assignor in and to those certain leases listed on Exhibit “1” attached hereto (the “Leases”) together with all of the rents, profits and monies due and to become due thereunder from and after ______________________, 201_ (the “Closing”).

Assignee hereby assumes and agrees to perform the obligations of Assignor under the Leases arising from and after the Closing.

This Assignment of Lease may be executed in counterparts and the signature pages combined to form and constitute one instrument. All such counterpart signature pages have the same force and effect as though all of the signers had signed a single signature page.

IN WITNESS WHEREOF, this Assignment of Lease has been executed to be effective as of the Closing.

“Assignor”

____________________________________
–

By: ________________________________

____________________________________
(Print Name and Title)

“Assignee”

____________________________________
–

By: ________________________________

____________________________________
(Print Name and Title)
Exhibit “D”

Grant Deed

RECORDING REQUESTED BY:
Watson Land Company
22010 Wilmington Avenue
Carson, CA 90745

WHEN RECORDED MAIL TO:
Same as above

RECODER:

APN(ES):
0218-201-01, 05, 06, 07, 12
0218-201-14, 15, 22, 25, 26
1055-081-01, 02

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, COUNTY OF SAN BERNARDINO, a body corporate and politic of the State of California ("Grantor"), Do(es) hereby GRANT to WATSON LAND COMPANY, a California corporation, all that real property in the County of San Bernardino, State of California, described as follows:

SEE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF

COUNTY OF SAN BERNARDINO

By: __________________________ Date: __________________________
Janice Rutherford, Chair
Board of Supervisors

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

<table>
<thead>
<tr>
<th>Name</th>
<th>Street Address</th>
<th>City &amp; State</th>
</tr>
</thead>
<tbody>
<tr>
<td>Watson Land Company</td>
<td>22010 Wilmington Avenue</td>
<td>Carson, CA 90745</td>
</tr>
</tbody>
</table>
EXHIBIT “A”

The land referred to herein is situated in the unincorporated area of the County of San Bernardino, State of California, and is described as follows:

Parcel 1: 0218-301-14 and 0218-301-15

Lot(s) 7 and the easterly 261.65 feet of Lots 8 and 9, Section 27, Township 2 south, Range 7 west, San Bernardino Base and Meridian, according to map of subdivision of Part of Rancho Santa Ana Del Chino, as shown by map on file in Book 6 Page(s) 15, of Maps, Records of San Bernardino County, California.

Said property is measured from the center line of Remington Avenue.

Together with a 1/3 interest in the well and well site located on the northwest corner of Lot 8.

Parcel 2:

An easement for pipe line for the conveyance of water over and across the south 10 feet of the north 49 feet of the east 310 feet of the following described property.

Lot 8, Section 27, except the easterly 261.65 feet thereof, in Township 2 south, Range 7 west, according to map of subdivision of Part of Rancho Santa Ana Del Chino, in the County of San Bernardino, State of California, as per map recorded in Book 6 of Maps, Page 15, in the Office of the County Recorder of said County.

Said property is measured from the center line of Remington Avenue.

Parcel 3: 0218-301-01 and 0218-301-06 and 0218-301-07 and 0218-301-22

Government Lots 1, 2, and 3, Section 27, Township 2 south, Range 7 west, San Bernardino Base and Meridian, according to the Official Plat of said land filed in the District Land Office, September 16, 1873, and July 9, 1887;

Excepting that portion of Government Lot 2, Section 27, Township 2 south, Range 7 west, San Bernardino Base and Meridian, according to Government Survey, described as follows:

Beginning at the intersection of the north boundary line of said Lot 2, and the common boundary line of San Bernardino and Riverside Counties;
Thence North 89°36’ west along said north boundary line, a distance of 483.19 feet;
Thence along a 15,000.00 feet radius curve to the left from a tangent which bears south 13°17’10” west a distance of 217.70 feet to a point on said common boundary line of San Bernardino and Riverside Counties;
Thence North 68°57’ east along said line a distance of 572.87 feet to the point of beginning, containing 1.24 acres, more or less.

The plat of the Dependent Resurvey of said land was filed in the District Land Office July 9, 1887. Said land is also shown on a map recorded in Book 3, Page(s) 71, of Record(s) of Survey;

Also Excepting therefrom those portions conveyed to the San Bernardino County Flood Control District, a body corporate and politic by deeds recorded October 7, 1977 in Book 9279, Page(s) 2357 and 2359, both of Official Records;
Also excepting a portion of that part of Government Lot 2, Section 27, Township 2 south, Range 7 west, San Bernardino Base and Meridian, said part described in document recorded in Book 8120, Page(s) 85 of Official Records of San Bernardino County, California, said portion being all of said part lying easterly from a line that is parallel with and distant westerly 26.00 feet from the northerly prolongation of the west line of Parcel 2, Parcel Map 8141, as shown by map on file in Book 21 Page(s) 93, of Parcel Maps, Records of Riverside County, California.

Parcel 4: 0218-301-12 and 0218-301-25 and 0218-301-26

Lots 8 and 9, Section 27, except the easterly 261.85 feet thereof, Township 2 south, Range 7 west, San Bernardino Base and Meridian, according to map of Part of Rancho Santa Ana Del Chino, as per plat recorded in Book 6 of Maps, Page 15, Records of said County.

Excepting therefrom a 2/3 interest in the well and well site located on said Lot 8.

Together with a 1/3 interest in the well and well site located on said Lot 1.

Subject to an easement for highway and road purposes for Vineyard Avenue as set forth in a document recorded March 16, 1967 in Book 6788, Page 396, Official Records of said County.

Note: The area and distances of the above described property are computed to the centers of the adjoining streets shown on said map.

Note: Reference is hereby made to a survey of said property shown on a map recorded in Book 107 of Records of Survey, Page 91 of Records of said County.

Parcel 5: 0218-301-05

Lots(s) 10, Section 27, Township 2 south, Range 7 west, Rancho Santa Ana Del Chino, as shown by map on file in Book 6 Page(s) 15, of Maps, Records of San Bernardino County, California.

Parcel 6: 1055-081-02

Lot(s) 1 and 16, except the westerly 397.92 feet thereof, Section 28, Township 2 south, Range 7 west, San Bernardino Base and Meridian, according to Map of Part of Rancho Santa Ana Del Chino, as shown by map on file in Book 6 Page(s) 15, of Maps, Records of San Bernardino County, California.

Together with a 1/3 interest in the well site located on said Lot 1.

Subject to an easement for highway and road purposes for Vineyard Avenue as set forth in a document recorded March 16, 1967 in Book 6788, Page 396, Official Records of said County.

Note: The area and distances of the above described property are computed to the centers of the adjoining streets shown on said map.

Note: Reference is hereby made to a survey of said property shown on map recorded in Book 107 of Records of Survey, Page 91 of Records of said County.

Parcel 7: 1055-081-01

The westerly 397.92 feet of Lots 1 and 16, Section 28, Township 2 South, Range 7 West, San Bernardino Base and Meridian, according to map of subdivision of part of Rancho Santa Ana Del Chino, as per plat recorded in Book 6 of Maps, Page 15, Records of said County.

Excepting therefrom a 1/3 interest in the well and well site located on Lot 1.
Together with a 1/3 interest in the well and well site located on the northwest corner of Lot 8, said Section 28, Township 2 South, Range 7 West of said map.
EXHIBIT “E”

The SB 1124 Deed Restriction
COUNTY OF SAN BERNARDINO, a political subdivision of the State of California, does hereby RECORD the following described DEED RESTRICTION (the “Deed Restriction”) pursuant to and as required by paragraph (2) of subdivision (a) of Senate Bill No. 1124 (Chapter 321 of the Statutes of 2010) over the following described real property (the “Property”) in the County of San Bernardino, State of California:

Deed Restriction: The Property is hereby restricted for agricultural preservation, including community gardens, agricultural heritage projects, agricultural and wildlife education or wildlife habitat, or for open-space conservation purposes.

Property: See Exhibit “A” attached hereto and by this reference made a part hereof.

Termination of Deed Restriction: The Deed Restriction over the Property shall be in effect until either a conservation easement is recorded on the Property, pursuant to subparagraph (A) of paragraph (2) of subdivision (e) of Senate Bill No. 1124, or until the County of San Bernardino sells or exchanges the Property.

COUNTY OF SAN BERNARDINO

By [Signature]
Chair, Board of Supervisors
Exhibit "A"

PARCEL NO. 1:
LOT 7 AND THE EASTERN 261.65 FEET OF LOTS 8 AND 9, SECTION 27, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO MAP OF SUBDIVISION OF PART OF RANCHO SANTA ANA DEL CHINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6 OF MAPS, PAGE 15, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
SOLD PROPERTY IS MEASURED FROM THE CENTER LINE OF REMINGTON AVENUE.
TOGETHER WITH A 1/3 INTEREST IN THE WELL AND WELL SITE LOCATED ON THE NORTHWEST CORNER OF LOT 8.

PARCEL NO. 2:
AN EASEMENT FOR PIPE LINE FOR THE CONVEYANCE OF WATER OVER AND ACROSS THE SOUTH 10 FEET OF THE NORTH 40 FEET OF THE EAST 310 FEET OF THE FOLLOWING DESCRIBED PROPERTY:
LOTS 8 AND 9, SECTION 27, EXCEPT THE EASTERN 261.65 FEET THEREOF, IN TOWNHIP 2 SOUTH, RANGE 7 WEST, ACCORDING TO MAP OF SUBDIVISION OF PART OF RANCHO SANTA ANA DEL CHINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6 OF MAPS, PAGE 15, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
EXCEPTING THEREFROM A 1/3 INTEREST IN THE WELL AND WELL SITE LOCATED ON SAID LOT 8.
TOGETHER WITH A 1/3 INTEREST IN THE WELL AND WELL SITE LOCATED ON SAID LOT 1.

SUBJECT TO AN EASEMENT FOR HIGHWAY AND ROAD PURPOSES FOR VINEYARD AVENUE AS SET FORTH IN A DOCUMENT RECORDED MARCH 16, 1987 IN BOOK 6788, PAGE 206, OFFICIAL RECORDS OF SAID COUNTY.

REFERENCE IS HEREBY MADE TO A SURVEY OF SAID PROPERTY SHOWN ON A MAP RECORDED IN BOOK 107 OF RECORDS OF SURVEY, PAGE 91 OF RECORDS OF SAID COUNTY.

CONTAINS APPROXIMATELY 6.894 ACRES NET.

PARCEL NO. 3:
LOT 10, SECTION 27, TOWNSHIP 2 SOUTH, RANGE 7 WEST, RANCHO SANTA ANA DEL CHINO, AS PER MAP RECORDED IN BOOK 6 OF MAPS, PAGE 15, RECORDS OF THE COUNTY OF SAN BERNARDINO.

PARCEL NO. 4:
GOVERNMENT LOTS 1, 2 AND 3, SECTION 27, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE, SEPTEMBER 16, 1873, AND JULY 9, 1878.
EXCEPTING THAT PORTION OF GOVERNMENT LOT 2, IN SECTION 27, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTH BOUNDARY LINE OF SAID LOT 2, AND THE COMMON BOUNDARY LINE OF SAN BERNARDINO AND RIVERSIDE COUNTIES; THENCE NORTH 89° 36' WEST ALONG SAID NORTH BOUNDARY LINE; A DISTANCE OF 483.19 FEET; THENCE ALONG A 15,980.9 FEET RADIUS CURVE TO THE LEFT FROM A TANGENT WHICH BEARS SOUTH 3° 17' 10" WEST A DISTANCE OF 217.70 FEET TO A POINT ON SAID COMMON BOUNDARY LINE OF SAN BERNARDINO AND RIVERSIDE COUNTIES; THENCE NORTH 68° 57' EAST ALONG SAID LINE A DISTANCE OF 572.87 FEET TO THE POINT OF BEGINNING, CONTAINING 1.24 ACRES, MORE OR LESS.
THE PLAT OF THE DEPENDENT RESURVEY OF SAID LAND WAS FILED IN THE DISTRICT LAND OFFICE JULY 9, 1887. SAID LAND IS ALSO SHOWN ON A MAP RECORDED IN BOOK 3 OF RECORD OF SURVEYS, PAGE 71.

ALSO EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, A BODY CORPORATE AND POLITIC BY DEEDS RECORDED OCTOBER 7, 1977 IN BOOK 9279, PAGES 2357 AND 2359, BOTH OF OFFICIAL RECORDS.

ALSO EXCEPTING A PORTION OF THAT PART OF GOVERNMENT LOT 2, SECTION 27, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, SAID PART DESCRIBED IN DOCUMENT RECORDED IN BOOK 8120, PAGE 65, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID PORTION BEING ALL OF SAID PART LYING EASTERNLY FROM A LINE THAT IS PARALLEL WITH AND DISTANT WESTERLY 20.00 FEET FROM THE NORTHERLY PROLONGATION OF THE WEST LINE OF PARCEL 2, PARCEL MAP 6141, AS PER PLAT RECORDED IN BOOK 21, PAGE 93 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY.
ACKNOWLEDGMENT

State of California
County of San Bernardino

On 3-31-2011 before me, Aurora Hernandez, Notary Public, personally appeared Josie Gonzales

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 signatures(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]

OPTIONAL INFORMATION

Date of Document
Type or Title of Document
Number of Pages in Document
Document in a Foreign Language
Type of Satisfactory Evidence:
____ Person(s) Known
____ Paper Identification
____ Credible Witness(es)
Capacity of Signer:
____ Trustee
____ Power of Attorney
____ CEO / CFO / COO
____ President / Vice-President / Secretary / Treasurer
____ Other:

Other Information:

[Stamp] AURORA HERNANDEZ
Commission # 1879009
Notary Public - California
San Bernardino County
My Comm. Expires Feb 2, 2014

Thumbprint of Signer

Check here if no thumbprint or fingerprint is available.
Environmental Restriction

THIS AREA FOR RECORDER'S USE ONLY

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION ($3.00 Additional Recording Fee Applies)
COUNTY OF SAN BERNARDINO, a political subdivision of the State of California,
doing hereby RECORD the following described DEED RESTRICTION (the "Deed Restriction")
pursuant to and as required by paragraph (2) of subdivision (a) of Senate Bill No. 1124 (Chapter 321 of
the Statutes of 2010) over the following described real property (the "Property") in the County of San
Bernardino, State of California:

Deed Restriction: The Property is hereby restricted for agricultural preservation, including community
gardens, agricultural heritage projects, agricultural and wildlife education or wildlife habitat, or for open-
space conservation purposes.

Property: See Exhibit "A" attached hereto and by this reference made a part hereof.

Termination of Deed Restriction: The Deed Restriction over the Property shall be in effect until either
a conservation easement is recorded on the Property, pursuant to subparagraph (A) of paragraph (2) of
subdivision (c) of Senate Bill No. 1124, or until the County of San Bernardino sells or exchanges the
Property.

COUNTY OF SAN BERNARDINO

By

Chair, Board of Supervisors
Exhibit “A”

PARCEL 1:

IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, THE WESTERLY 397.92
FEET OF LOTS 1 AND 16, SECTION 28, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN
BERNARDINO BASE AND MERIDIAN, ACCORDING TO MAP OF SUBDIVISION OF PART OF
RANCHO SANTA ANA DEL CHINO, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE 15,
RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM A 2/3 INTEREST IN THE WELL AND WELL SITE LOCATED ON LOT
1.

TOGETHER WITH A 1/3 INTEREST IN THE WELL AND WELL SITE LOCATED ON THE
NORTHWEST CORNER OF LOT 8, SAID SECTION 28, TOWNSHIP 2 SOUTH, RANGE 7 WEST
OF SAID MAP.

NOTE: THE AREA AND DISTANCES OF THE ABOVE DESCRIBED PROPERTY ARE
COMPUTED TO THE CENTERS OF THE ADJOINING STREETS SHOWN ON SAID MAP
CONTAINS APPROXIMATELY 10.002 ACRES NET.

PARCEL 2:

IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA BEING LOTS 1 AND 16,
EXCEPT THE WESTERLY 397.92 FEET THEREOF, SECTION 28, TOWNSHIP 2 SOUTH, RANGE
7 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO MAP OF PART OF
RANCHO SANTA ANA DEL CHINO, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE 15,
RECORDS OF SAID COUNTY.

TOGETHER WITH A 1/3 INTEREST IN THE WELL AND WELL SITE LOCATED ON SAID LOT 1.

SUBJECT TO AN EASEMENT FOR HIGHWAY AND ROAD PURPOSES FOR VINEYARD
AVENUE AS SET FORTH IN A DOCUMENT RECORDED MARCH 16, 1967 IN BOOK 6788, PAGE
396, OFFICIAL RECORDS OF SAID COUNTY.

NOTE: THE AREA AND DISTANCES OF THE ABOVE DESCRIBED PROPERTY ARE
COMPUTED TO THE CENTERS OF THE ADJOINING STREETS SHOWN ON SAID MAP.

NOTE: REFERENCE IS HEREBY MADE TO A SURVEY OF SAID PROPERTY SHOWN ON A
MAP RECORDED IN BOOK 107 OF RECORDS OF SURVEY, PAGE 91 OF RECORDS OF SAID
COUNTY.

CONTAINS APPROXIMATELY 4.801 ACRES NET.
ACKNOWLEDGMENT

State of California
County of San Bernardino ss.

On 3-31-2011 before me, Aurora Hernandez
Notary Public, personally appeared Josie Gonzales

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 signatures(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.

Aurora Hernandez
Signature

OPTIONAL INFORMATION

Date of Document
Type or Title of Document
Number of Pages in Document
Document in a Foreign Language
Type of Satisfactory Evidence:
   Personally Known
   Paper Identification
   Credible Witness(es)
Capacity of Signer:
   Trustee
   Power of Attorney
   CEO / CFO / COO
   President / Vice-President / Secretary / Treasurer
   Other:
Other Information:

☐ Check here if no thumbprint or fingerprint is available

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EXHIBIT “F”

USDA Deed Restriction

Recording Requested By:

CHICAGO TITLE

When Recorded, Return To:

REAL ESTATE SERVICES
825 East Third Street
San Bernardino, CA 92415-0832

APN #: 1055-081-02
Dept. Code: 11800

Documentary Transfer Tax: $500

Composed on legal size paper

CHICAGO TITLE GRANT DEED

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

EARL A. VANDER SCHAAF AND ELIZABETH VANDER SCHAAF, HUSBAND AND
WIFE AS COMMUNITY PROPERTY (“Grantee”), Do(e)s hereby GRANT to the COUNTY OF
SAN BERNARDINO, all that real property in the County of San Bernardino, State of California,
described as:

SEE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF

The land legally described in this Grant Deed shall be restricted in its use in perpetuity as follows:

A covenant is hereby established which shall run with the land herein described to restrict the
land use to agricultural operations including growing of food, dairy operations, growing of
fiber and feed for animals, and cattle operations. Any and all owners of this land shall not
construct or permit the construction of any improvements not consistent with this covenant
and not expressly provided for in this deed. Pipelines, irrigation systems, corrals, fencing,
gates, cattle sheds, feed storage barns, commodity barns, water troughs, and waste water
containment systems are consistent with this covenant and said improvements shall be
permitted within the agricultural use of this land. This land shall never be converted to
non-agricultural use.

Contingent Right in the United States Of America:

In the event that the County of San Bernardino fails to enforce any of the terms of this
restricted fee interest in this land, as determined by the sole discretion of the Secretary of the
United States Department of Agriculture, the said Secretary of Agriculture and his or her
successors and assigns shall have the right to enforce the terms of The Deed Restriction
through any and all authorities available under Federal or State Law.

Page 1 of 3
In the event that the County of San Bernardino attempts to terminate, transfer, or otherwise
divest itself of any rights, title, or interests including Fee Interest in this land without prior
consent of the Secretary of the United States, then, at the option of such Secretary, all rights,
title, and interest in this land including Fee Interest, shall become vested in the United States
of America.

Dated__10/23/97_

GRANTOR

[Signatures]

[Signatures]
LEGAL DESCRIPTION

In the County of San Bernardino, State of California, being Lots 1 and 16, except the westerly 397.92 feet thereof, Section 28, Township 2 South, Range 7 West, San Bernardino Base and Meridian, according to Map of Part of Rancho Santa Ana Del Chino, as per plot recorded in Book 6 of Maps, Page 18, Records of said County.

Together with a 1/3 interest in the well and well site located on said Lot 1.

Subject to an easement for highway and road purposes for Vineyard Avenue as set forth in a document recorded March 16, 1997 in Book 6766, Page 393, Official Records of said County.

Note: The area and distances of the above described property are computed to the centers of the adjoining streets shown on said map.

Note: Reference is hereby made to a survey of said property shown on a map recorded in Book 107 of Records of Survey, Page 91 of Records of said County.

Contains approximately 4.801 acres net.

This description prepared under my direction:

[Signature]
Janine L. Elliott, L.S., Exp. 12-31-98

Oct. 17, 1997

AE 57-34
(Plt 97-09)
Corporation Grant Deed

The undersigned declares that the documentary transfer tax is $_________________________ and is
□ computed on the full value of the interest or property conveyed, or is
□ computed on the full value less the value of items or encumbrances remaining therein at the time of sale. The land,
interests or realty is located in
□ unimprovement area □ city of______________________________________________________ and
a gift without valuable consideration

Pulliam Properties, Inc., a corporation organized under the laws of the State of
California, Southern California Agricultural Land Foundation, a non-profit corporation
organized under IRS code 501(c)(3). This Grant Deed restricts use of the property in
perpetuity exclusively for conservation purposes including open space, agriculture, and
public conservation education.

the following described real property in the
County of __________, state of California:

Lot 10, section 27, township 2 South, Range 7 West, Rancho Santa Ana Del Olmo,
as per map recorded in Book 6, Page 13 of maps, in the office of the County
Recorder of said county. Assessor Parcel Number 218-301-03.

C. Norman Pulliam, President

FOR NOTARY SEAL OR STAMP

CALIFORNIA Notary Public

Name ____________________________

State Address ______________________

City & State _______________________

CALIFORNIA Notary Public

[Signature of Notary]

Comments
RECORDED REQUESTED BY:
County of San Bernardino
Real Estate Services
Property Management Division
825 East Third Street
San Bernardino, CA 92415-0832

WHEN RECORDED MAIL TO:
Same as above

RECOERER:
Record without fee subject to Govt. Code 6103
Recordation required to complete chain of title

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Southern California Agricultural Land Foundation, a non-profit corporation organized under IRS Code 501(c)(3),

does hereby GRANT to the County of San Bernardino, a body corporate and politic of the State of California,

the real property in the County of San Bernardino, State of California, described as follows:

Lot 10, Section 27, Township 2 South, Range 7 West, Rancho Santa Ana Del Chino, as per map recorded in Book 6 of Maps, Page 15, records of the County of San Bernardino.

This Grant Deed restricts use of the property in perpetuity exclusively for conservation purposes including open space, agriculture, and public conservation education.

Date: November 3, 1999

SOUTHERN CALIFORNIA AGRICULTURAL LAND FOUNDATION

By: Larry Walker, Chairman

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE
NOT APPLICABLE

Name
Street Address
City & State

Page 1 of 2
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of SAN BERNARDINO

On NOVEMBER 8, 1999 before me, MARVIN E. EKEDAL, Notary Public, personally appeared LARRY WALKER, Name(s) of Signer(s) as Notary Public.

Personally known to me - OR - □ 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.

WITNESS my hand and official seal.

OPTIONAL

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

Description of Attached Document

Title or Type of Document: GRANT DEED

Document Date: NOVEMBER 8, 1999

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

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

Signer is Representing

Signer's Name:

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

Signer is Representing

Document Acceptance

This is to certify that the interests in real property conveyed by the within instrument to the COUNTY OF SAN BERNARDINO, a body corporate and politic of the State of California, are hereby accepted by the undersigned officer on behalf of said County pursuant to authority conferred by Resolution #86-156 April 21, 1986 by its Board of Supervisors, and the Grantee consents to the recordation thereof by its duly authorized officer.

By: COUNTY OF SAN BERNARDINO Date

TOWNSHIP 2S RANGE 7W SECTION 27

Road Name N/A Project Name SCALP

Parcel No: PULLIAM APN # 0218-301-05

WO # N20847 Dept. Code 12000
EXHIBIT "H"

Land Conservation Contract

LAND CONSERVATION CONTRACT

This contract is made and entered into this 17th day of February, 1971, by and between

THERON C. ELLSWORTH

(All owners, including multiple owners, and spouses, must be entered above. If unmarried, so indicate.) hereinafter referred to as "OWNER" (for both singular and plural), and the COUNTY OF SAN BERNARDINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WITNESSETH

WHEREAS, OWNER possesses certain real property located within the COUNTY, which property is presently devoted to agricultural and compatible uses and is particularly described in Exhibit "A", attached hereto and made a part hereof, and

WHEREAS, said property is located in an agricultural preserve heretofore established by COUNTY by Resolution dated 2/9/71 and

WHEREAS, both OWNER and COUNTY desire to limit the use of said property to agricultural and compatible uses in order to discourage premature and unnecessary conversion of such lands from agricultural uses, recognizing that such land has definite public value as open space and that the preservation of such land in agricultural production constitutes an important physical, social, aesthetic and economic asset to the COUNTY to maintain the agricultural economy of the COUNTY and the State of California, and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions, restrictions and construction of this contract shall be such as to qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422, as amended, and

WHEREAS, it is the intention of COUNTY and OWNER that the continued existence of this contract is made dependent upon the existence of legislation or other law implementing Article XXVIII of the California Constitution so the effect of the terms, conditions and restrictions of the contract on property values for taxation purposes is as favorable to OWNER as the legislation existing on the last renewal date.
NOW, THEREFORE, the parties in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. California Land Conservation Act of 1965, as amended - This contract is made and entered into pursuant to the California Land Conservation Act of 1965, as amended, (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200) and is subject to all the provisions, including amendments thereto which may be enacted, which are specifically applicable to such contracts.

2. Agricultural and Compatible Uses - During the term of this contract or any renewals thereof, the above described land shall not be used for any purpose, other than the production of agricultural commodities for commercial purposes and compatible uses as listed in the resolution establishing the preserve within which the land is located, a copy of which is attached hereto and marked as Exhibit "B".

3. Additional Agricultural Uses - The Board of Supervisors of COUNTY may from time to time and during the term of this contract or any extensions thereof, by resolution add to those uses listed in the resolution establishing the preserve within which the land is located; provided, however, said Board shall not eliminate, without written consent of OWNER, a compatible use during the term of this contract or any renewals thereof.

4. Condemnation - In the event of an action in eminent domain or on acquisition in lieu of eminent domain in respect to the land, or any part thereof, described herein, this contract shall be subject to the provisions of Government Code Sections 51290 et seq.

5. Term of Contract - This contract shall be effective commencing on January 1, 1972, and shall remain in effect for a period ending December 31, 1980, and during such renewals of this contract.

This contract shall be automatically extended for an additional year on the first day of each January (so that the contract term is ten (10) years from the first day of each January), unless notice of non-renewal is given pursuant to Government Code Section 51240 et seq. Upon receipt of timely notice of non-renewal by either party, this contract shall remain in effect for the balance of the period remaining since the original execution or the last renewal of the contract, as the case may be.

6. No Payments by County - OWNER shall not receive any payment from COUNTY in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of this contract is the substantial public benefit to be derived therefrom and the advantage which will accrue to OWNER as a result of the effect on the method of determining the assessed value of land described herein and any reduction thereof due to the imposition of the limitations on its use contained herein.

7. Successors in Interest - This contract shall run with the land described herein, and shall be binding upon the heirs, successors and assigns of OWNER.

-2-
6. Cancellation - Except as provided in Clause 9, below, this contract may be cancelled as to any or all of the land described in Exhibit "A" by mutual agreement of Owner and County providing such cancellation is strictly pursuant to the provisions of Government Code Sections 51280 through 51285.

9. Restrictive Law Alteration - This contract may be cancelled by mutual agreement of COUNTY and Owner without payments or public hearing if it is replaced by an enforceable restriction authorized by Article XXVIII of the California Constitution or whenever there is operative legislation or other law implementing said Article at the time the cancellation is requested by Owner.

10. Division of Land under Contract - Whenever the land under this contract is divided, the owner of any parcel may exercise, independent of any other owner of a portion of the divided land, any of the rights of the owner of the original contract, including the right to give notice of non-renewal and to petition for cancellation. The effect of any such action by the owner of a parcel created by the division of land under contract shall not be imputed to the owners of the remaining parcels and shall have no effect on the contract as it applies to the remaining parcels of divided land.

11. Information from Owner - Owner, upon request of County, shall provide information relating to Owner's obligation under this contract.

12. Act of Non-Renewal by County - Removal of land under this contract from an agriculturally preserved shall be the equivalent of notice of non-renewal by County and County shall at least 60 days prior to the next renewal date following the removal, serve a notice of non-renewal as provided in Government Code Section 51245.

13. Termination Document Recordation - In the event of termination of this contract by (1) notice of non-renewal, (2) cancellation, (3) nullification by annexation or condemnation, the County shall record the appropriate documents in the County Recorder's Office and file such documents with any other governmental agency authorized to receive them.

14. Annexation of Land Within One Mile - In the event that the land of the Owner, or any portion thereof, which is included in Exhibit "A" and is within one mile of the boundaries of a city at the time this contract is executed, is subsequently annexed by such city, such city by its acts does not succeed to all the rights, duties and powers of this contract, then the Owner and the land, or such portion thereof, shall be subject to a charge amounting to the differential (for the last five assessments prior to annexation, or the actual number of assessments, if less than five, during the existence of this contract) between the taxes as actually computed under this contract, and the taxes which would have been computed without the benefit of the restrictions of this contract.

15. Notices - Any notices required to be given hereunder or required to be given by law shall be given by United States Registered Mail, return receipt requested, and any notice to the County shall be sent to the Clerk to the Board of Supervisors of San Bernardino County, San Bernardino, California, and any notice to the Owner shall be sent to the last known address as shown on the latest assessment roll. Such address shall be the proper address for every person in the case of multiple owners.
16. Severability - It is understood and agreed by the parties hereto that if any of these provisions shall contravene the Land Conservation Act of 1965, as amended, or be invalid under any law, such contravention or invalidity shall not invalidate the entire contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

IN WITNESS WHEREOF, OWNER and COUNTY have executed this Contract on the day and year first above written.

COUNTY OF SAN BERNARDINO

By: 

CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

V. DENNIS WARDLE, County Clerk

and ex officio Clerk of the

Board of Supervisors

By: 

Deputy
STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On this 12th day of FEBRUARY, 1911, before me, Margaret P. Shumaker, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Chairman of the Board of Supervisors of the County of San Bernardino that executed the within contract and acknowledged to me that said County of San Bernardino did execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

MARGARET P. SHUMAKER
NOTARY PUBLIC
(SIGNATURE)

NOTE: All owners, including multiple owners, and spouses, must execute this Amendment. All signatures must be notarized, either separately or collectively. Please obtain the certification sheets necessary for the signatures and attach them after this page.

OWNER(S)

Date: 3rd Day, 1911
STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

On FEBRUARY 24, 1971 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Thomas J. Ellisworth, known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact of Thurio C. Ellisworth and acknowledged to me that he subscribed the name of Thurio C. Ellisworth therein as principal and his own name as Attorney in fact.

Signature
KEITH D. SMITH
Name (Typed or Printed)
Notary Public in and for said County and State

FOR NOTARY SEAL OR STAMP

KEITH D. SMITH
NOTARY PUBLIC
SAN BERNARDINO COUNTY
Commission expires October 20, 1971
EXHIBIT "A"

DESCRIPTION OF PROPERTY

<table>
<thead>
<tr>
<th>TAX PARCEL NUMBER</th>
<th>EXACT DESCRIPTION FROM LAST TAX STATEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>218 301 01</td>
<td>Gov Lot 3 Sec 27 TP 25 R 7W EX Ptn Lot 3 lying E of Sly extension of C/L of Carpenter Ave 1/4 AC</td>
</tr>
<tr>
<td>218 301 06</td>
<td>Gov Lot 1 Sec 27 TP 25 R 7W 1.58 AC</td>
</tr>
<tr>
<td>218 301 07</td>
<td>Ptn Gov Lot 3 Sec 27 TP 25 R 7W lying E of Sly Extension of C/L of Carpenter Ave 1.92 AC</td>
</tr>
<tr>
<td>218 301 08</td>
<td>Gov Lot 2 Sec 27 TP 25 R 7W EX Corn at intersection N Li Sd Lot 2 and 3 Li San Bernardino Co; th N 89 Deg 36 Min W 483.19 ft; th alg a 15.900 ft and curve to right 217.70 ft to a pt on S Li Sd San Bernardino Co; th W 68 Deg 57 Min E 572.87 ft to POD 15.22 AC</td>
</tr>
</tbody>
</table>

EXHIBIT "A"

Page 7

47
UNIFORM RULES AND COMPATIBLE USES
FOR AGRICULTURAL PRESERVES IN SAN BERNARDINO COUNTY

The following uses are hereby determined to be agricultural and compatible uses within an agricultural preserve, and all other uses are prohibited therein:

1. Agricultural use, described as any use of land for the purpose of producing an agricultural commodity, consisting of any and all plant and animal products, for commercial purposes, provided such use is permitted by the applicable zoning and not prohibited by other law or ordinance.

2. A stand for display and sale of agricultural commodities produced on the premises or on other premises within the preserve.

3. Gas, electric, water, and communication utility facilities, and public service facilities of like nature operated by a public agency or mutual water company.

4. Public highways.

5. Fire protection works and facilities.

6. Flood control works, including channel rectification and alteration.

7. Public works required for fire and wildlife enhancement and preservation.

8. Improvements for the primary benefit of the lands within the preserve.

9. Street improvements described in Section 51293, subsections (e) and (g) of the California Government Code.

10. One-family dwellings for the use only of an owner or manager of land within the agricultural preserve, or a person employed on said land, if such use is permitted by the applicable zoning, but not exceeding three dwellings for each parcel of not less than ten (10) acres.

11. Farm labor camps, including temporary trailer houses, subject to the conditions of law or ordinance otherwise applicable.

12. Drying, packing or other processing of an agricultural commodity usually performed on the premises where it is produced.

13. Any other use, not inconsistent with uses listed in (1) above, existing on the date the land is included within an agricultural preserve, but such use once discontinued for two (2) years shall not be resumed unless permitted under these rules.

14. "Open space use" as defined in California Government Code Section 51201.

15. Any use required to be permitted by any amendment to the California Land Conservation Act of 1965 hereafter adopted.

16. Any use determined to be a compatible use on an agricultural preserve by the Board of Supervisors, after public hearing, not less than ten (10) days' published notice and such other notice, if any, as the Board may specify. Thereafter such use shall be deemed a compatible use in any agricultural preserve, providing that it is not inconsistent with uses listed in paragraph (1) above.

EXHIBIT "B"
Page 8