

**Appendix I –
Phase I Environmental Site Assessment Report
Prepared by American Geotechnical, Inc. dated July 2012**



July 25, 2012

File No. 33366-01

Yorba Linda Estates, LLC
7441 E. Stetson, Ste 350
Scottsdale, AZ 85251

Attention: Mr. Doug G. Wymore, Attorney At Law

Subject: PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT
Undeveloped ±515 Acres off Aspen Way, Including Simmons, Yorba Linda Estates,
and Nicholas/Long Parcels
County of Orange, California

Mr. Wymore:


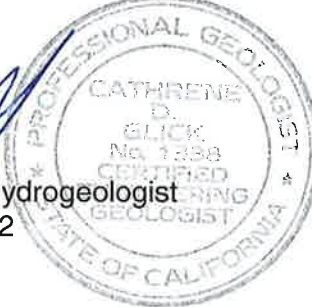
American Geotechnical, Inc. (AG) has prepared this Phase 1 Environmental Site Assessment (Phase I ESA) for the contiguous subject land parcels designated as Simmons, Yorba Linda Estates, and Nicholas/Long, located in the unincorporated area of County of Orange, California (the Site). The attached report summarizes the investigative activities, findings, and the results of the Phase I ESA that was conducted for the above referenced property and provides mitigation recommendations for the proposed residential development.

We appreciate the opportunity to be of service to you. If you should have any questions or comments regarding this report, please contact Cathrene Glick at (714) 685-3900.

Respectfully submitted,

American Geotechnical, Inc.


Stanley G. White
Project Geologist
PG 7342



Cathrene D. Glick
Chief Geologist / Hydrogeologist
CEG 1338, CHG 32


SW/CG:dl/re

Distribution: 4 – Addressee (Regular Mail)

wpdata/oc/33366-01.sw.cg.dl.re.july.2012.Phase_1_Assessment

TABLE OF CONTENTS

	<u>Page</u>
1.0 INTRODUCTION	1
1.1 Purpose and Scope of Work.....	1
1.2 Non-Scope Considerations	1
1.3 Significant Assumptions.....	2
1.4 Limitations and Exceptions	2
1.5 Reliance	2
2.0 SITE DESCRIPTION	3
2.1 Current and Proposed Uses of the Site	3
2.2 Location and Legal Description.....	3
2.3 Current Uses of Adjoining Properties.....	5
2.4 General Vicinity Description	5
3.0 USER/OWNER PROVIDED INFORMATION	6
3.1 Requested Documents and Information	6
3.2 User Provided Information	7
4.0 RECORDS REVIEW	8
4.1 Physical Setting	8
4.1.1 Geography	8
4.1.2 Geology.....	8
4.1.3 Groundwater	8
4.2 Historical Review.....	9
4.2.1 Aerial Photograph and Map Review	9
4.2.2 Zoning Land Use Records.....	10
4.3 Environmental Database Review.....	10
4.4 Additional Environmental Record Sources.....	11
4.4.1 South Coast Air Quality Management District (SCAQMD).....	11
4.4.2 Santa Ana Regional Water Quality Control Board (SARWQCB)	11
4.4.3 Orange County Environmental Health Department (OCEHD).....	11
4.4.4 State of California Regional Water Quality Control Board Geotracker Database Website (Geotracker).....	11
4.4.5 State of California Department of Toxic Substances Envirostore Database Website (Envirostore).....	11
4.4.6 State of California Department of Conservation, Division of Oil, Gas and Geothermal Resources (DOGGR) Online Well Records	12
5.0 SITE RECONNAISSANCE	14
5.1 Methodology	14
5.2 Limiting Conditions.....	14
5.3 Observations.....	15

6.0	INTERVIEWS	17
7.0	FINDINGS.....	18
8.0	CONCLUSIONS AND RECOMMENDATIONS.....	19
9.0	DEVIATIONS	21
10.0	ADDITIONAL NON-SCOPE SERVICES	22
11.0	REFERENCES	23
12.0	LIST AND SIGNATURES OF ENVIRONMENTAL PROFESSIONALS	24

TABLES

- Table 1 – Land Use/Development of Adjoining Properties
- Table 2 – Historical Aerial Photograph and Map Review Summary
- Table 3 – Summary of On-Site Oil Wells
- Table 4 – Site Observations

PLATES

- Plate 1 – Site Location Plan
- Plate 2 – Site Vicinity Map
- Plate 3 – Regional Topographic Map
- Plate 4 – Oil Well Location Map
- Plate 5 – On-Site Oil Well Location Map
- Plate 6 – Site Photographs Site Reference Oil Well No. 1
- Plate 7 – Site Photographs Tank Farm Adjacent to Well Site No.1
- Plate 8 – Site Photographs Site Reference Oil Well No. 4
- Plate 9 – Site Photographs Tank Farm Adjacent to Well Site No. 5
- Plate 10 – Site Photographs Site Reference Oil Well No. 5
- Plate 11 – Site Photographs Site Reference Oil Well No. 9
- Plate 12 – Site Photographs Abandoned Oil Well Site Reference No. 13 and 14

APPENDICES

- APPENDIX A – Title Report Yorba Linda Estates
- APPENDIX B – EDR Report
- APPENDIX C – DOGGR Summary of Oil Wells in the Vicinity of the Site

1.0 Introduction

1.1 Purpose and Scope of Work

This report presents the results of American Geotechnical's (AG) Phase I Environmental Site Assessment (ESA) performed on approximately 515 acres of undeveloped land located north and east of Yorba Linda Boulevard in Orange County, California. This report was completed to identify, to the extent feasible, Recognized Environmental Conditions (REC's) in connection with the subject Site. The work was completed by environmental professionals and has been performed in accordance with our proposal dated April 2, 2011. Our work consisted of the following and was completed in general accordance with the scope of limitations of the American Society of Testing and Materials (ASTM) Practice E 1527-05.

- Interviews with the Site owner or User representatives
- Site and vicinity reconnaissance
- Review of regulatory agency records
- Description of physical setting
- Historical review
- Interviews with public agency personnel
- Preparation of this report

1.2 Non-Scope Considerations

There are a number of non-scope issues which sometimes assessed concurrently with a Phase I ESA. Unless specifically agreed in the contract proposal documents, these non-scope considerations are not included as part of the Phase I assessment. Examples of non-scope issues include;

- Asbestos containing building materials
- Lead-based paint
- Wetlands
- Health and Safety
- Regulatory Compliance
- Endangered Species

No non-scope issues were addressed in this report.

1.3 Significant Assumptions

The only significant assumption made for this assessment was that the existing oil production wells, piping and valve equipment, and storage facilities existing on the property will remain in service during and subsequent to the proposed residential development construction.

1.4 Limitations and Exceptions

The following regulatory agencies were unable to process file requests based on Assessor's Parcel Numbers. Therefore, no file review could be conducted.

- South Coast Air Quality Control Board
- Santa Ana Regional Water Control Board
- Orange County Health Care Agency

1.5 Reliance

This report is for the sole benefit and exclusive use of the Yorba Linda Estates, LLC., in accordance with the terms and conditions of our proposal dated April 2, 2012. The Scope of Work was presented in our proposal in accordance with generally accepted environmental practices. No other warranty, either expressed or implied, is made. This report should not be regarded as a guarantee that no further contamination beyond that which could be detected within the scope of this assessment is present at the Property.

AG makes no warranties or guarantees as to the completeness or accuracy of information provided by others. Changes in conditions after the site visit, or additional information which was not found or available at the time of this report may result in a modification of the conclusions and recommendations in this report. Any reliance on this report by Third Parties shall be at the Third Party's sole risk.

2.0 Site Description

2.1 Current and Proposed Uses of the Site

The Site encompasses approximately 515-acres, and is currently raw undeveloped land covered by brush, grasses and native trees. Existing improvements include oil well pumping equipment on concrete slabs, oil production pipelines, oil storage tanks, and ancillary support equipment. In addition, municipal water lines and electrical transmission power lines traverse the property.

A Project Site Location Map is included as Plates 1.

2.2 Location and Legal Description

The Site consists of multiple parcels of undeveloped land including:

- Simmons Property
- Yorba Linda Estates Property
- Nicholas/Long Properties

A Property Owner and Easement Plan is provided as Plate 2.

A Preliminary Title Report was provided for the Yorba Linda Estates property (included as Appendix A) which cited references recorded in both Los Angeles County and Orange County, California from 1874 through 1974. The description below is excerpted from the complete Legal Description:

“Class land allotted by the District Court of the State of California in and for the County of Los Angeles, in Case 1978 and shown on a map which was recorded in Book 28,Page 158 of deeds and records of Los Angeles County together with portions of Sections 17 and 18 in Township 3 South, Range 8 West, San Bernardino Meridian, in the County of Orange, State of California bounded as follows :

- Parcel 1

Northerly by that certain boundary line described in boundary line agreements, recorded October 19, 1973 in book 10953, page 171; November 16, 1973 in book 10993 page 390; November 30, 1973 in book 10953, page 596; November 16, 4, 1973 in book 11014, page 700 and January 17, 1974 in book 11059, page 228 official records of Orange County, California, easterly by that certain line described in a boundary line agreement between Anaheim Union Water Company and Samuel Dakin and others recorded February 14, 1974 in book 1107, page 406 of said official records, westerly by that certain line described in an agreement recorded July 15, 1957 in book 3973, page 485 of said official records, and southerly by the northerly line of parcel 2 as shown on a map filed in book 121, pages 16 and 17 of parcel maps, in the office of the county recorder of said county, California.

Except there from, all oil, oil rights, natural gas rights, mineral rights and other hydrocarbon substances by whatever name known, together with appurtenant rights thereto, without, however, any rights to enter upon the surface of said land nor any portion of the subsurface lying above a depth of 500 feet, as excepted or reserved in instruments of record.

- Parcel 2

Parcel 2, in the county of Orange, state of California, as shown on a map filed in book 121 of parcel maps, in the office of the county recorder of said county. Except there from, all oil, oil rights, natural gas rights, mineral rights and other hydrocarbon substances by whatever name known, together with appurtenant rights thereto, without, however, any rights to enter upon the surface of said land nor any portion of the subsurface lying above a depth of 500 feet, as excepted or reserved in instruments of record.”

Title Reports for the other properties which comprise the Site were not provided.

2.3 Current Uses of Adjoining Properties

Based on our research and observations during our site visit, the Site is bordered by undeveloped land and tracts of single-family residences as detailed in Table 1 below:

TABLE 1
LAND USE/DEVELOPMENT OF ADJOINING PROPERTIES

DIRECTION	CURRENT LAND USE/DEVELOPMENT
North	Vacant, undeveloped land covered with heavy brush, grasses, and native trees.
Northwest	Tracts of developed occupied single-family residences.
West	Vacant, undeveloped land covered with heavy brush, grasses, and native trees and tracts of residential property.
Southwest	Tracts of developed occupied single-family residences.
South	Tracts of developed occupied single-family residences
Southeast	Vacant, undeveloped land covered with heavy brush, grasses, and native trees
East	Vacant, undeveloped land covered with heavy brush, grasses, and native trees.
Northeast	Vacant, undeveloped land covered with heavy brush, grasses, and native trees.

2.4 General Vicinity Description

The general vicinity of the Site is characterized by open undeveloped land traversed by dirt access roads to scattered oil wells and an electric power line that crosses the eastern portion of the Site. The Site is located in the unincorporated area of Orange County, California (adjacent to the City of Yorba Linda boundary) and sprawling residential housing tracts near the western boundary represents the expansion of Yorba Linda to accommodate the needs of increasing population.

3.0 User/Owner Provided Information

3.1 Requested Documents and Information

The ASTM E1527-05 specifies that the Site Owner, key Site Manager, and the Site User (owner or tenant) provide any helpful documents that may be available. The following information regarding the site was requested from the Site owner and the italicized items were provided.

- Environmental site assessment reports
- Environmental audit reports
- Environmental permits, hazardous waste generator notices or reports
- Aboveground and Underground Tank registrations or related information
- Material Safety Data Sheets (MSDS)
- Community Right-to-Know Plans
- Safety, Preparedness and Prevention Plans; Spill Protection Countermeasures and Control Plans
- Hydrogeologic reports
- *Geotechnical report - pending*
- *Proposed Site Tract Map with preliminary remedial grading*
- Hazardous waste generator reports
- Notices or other correspondence from any government agency relating to past or existing environmental liens encumbering the property
- *Information concerning any pending, threatened or past litigation, or administrative proceedings relevant to hazardous substances or petroleum products*
- Notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products
- Any specialized knowledge or experience that is material to recognized environmental conditions in connection with the subject property
- *Title Records for environmental liens or activity and land use limitations*
- Valuation Reduction for Environmental Issues
- Environmental problems with adjacent or vicinity locations
- Building plans
- Current and historical photographs of the property
- Disclosure of sumps, pits, drainage systems-existence and location

A CLTA Preliminary Report for the Yorba Linda Estates property, prepared by Chicago Title Company, was provided and is included as Appendix A.

3.2 User Provided Information

The ASTM E1527-05 outlines specific User responsibilities. This information will help identify the possibility of REC's in connection with the Site. These tasks do not require the technical expertise of an Environmental Professional and are generally not performed by environmental professionals performing a Phase I ESA. The User may perform them. In general, the User should make AG aware of information they have regarding the following:

- Checking title records for environmental liens
- Specialized knowledge or experience of the User
- Reason for significantly lower purchase price
- Purpose of Phase I ESA if other than to qualify for Innocent Landowner Defense.

4.0 Records Review

4.1 Physical Setting

4.1.1 Geography

The Site consists of approximately 515 acres of raw undeveloped land. The Site is located in the Chino Hills and is generally characterized by a series of east west trending hills separated by steep “v” shaped canyons. The Site topography varies in elevation from approximately 600 feet mean sea level (msl) in the western portion to 1500 in the east. A regional topographic map is included as Plate 3. The Site is generally covered with native grasses, trees, and dense brush.

4.1.2 Geology

The subject parcels are underlain by a series of thinly bedded marine sedimentary bedrock units assigned to the Soquel and Yorba members of the late Miocene age Puente Formation. The Chino Hills continue to be uplifted along active translational faults capable of generating moderate and larger earthquakes. The southwesterly margin of the hills are bounded by the Whittier Fault Zone. This fault zone is designated as an Alquist-Priolo Earthquake Fault Zone (A-P Zone) by the state of California, triggering more detailed fault investigation as part of planned development. The southern margin of the Castle & Cooke and Simmons parcels lie within the boundaries of the A-P Zone. It is possible that active secondary faults, or splay faults, exist within the parcel area to the east of the A-P Zone. Tectonic uplift, folding, jointing, and fracturing of the bedrock units has yielded structurally complex and weakened bedrock conditions. Topography is steep and canyons narrow, resulting in a moderate to significant landslide potential. At least three significant landslide complexes are depicted within the parcel boundaries on existing geologic maps.

4.1.3 Groundwater

The Site is located in the Chino Hills, north of the Santa Ana River and the Santa Ana River recharge area. The water flow regime in the vicinity of the project site consists of surface water runoff feeding ephemeral streams in the canyons that drain to the Santa Ana River to the south and southwest of the project site. The low permeability of the

Puente Formation sediments throughout the project site limits deep percolation of rainwater restricting groundwater to the incised canyons drainages. Groundwater in the site vicinity is confined to young alluvial sediments within the incised canyons and the direction of flow is controlled by local topographic conditions.

4.2 Historical Review

4.2.1 Aerial Photograph and Map Review

Available historical aerial photographs were reviewed from Environmental Data Resources (EDR) and Google Earth (© Google, Inc.). Copies of the aerial photographs are included in the EDR report attached as Appendix B. Current and historic topographic maps for the project site were also reviewed including the Yorba Linda Quadrangle and the Prado Dam Quadrangle and are also included in the EDR report in Appendix B. The results of the reviews are summarized in Table 2.

TABLE 2
HISTORICAL AERIAL PHOTOGRAPH AND MAP REVIEW SUMMARY

DATE	REFERENCE	OBSERVATIONS
1938, 1947, 1952	Aerial Photographs	The Site and adjacent properties appeared to be undeveloped raw land with some light development of dirt access roads.
1968	Aerial Photograph	The access roads on the Site appeared to be well developed graded pads for oil wells, tanks and support structures were observed in the southern and western central portions of the Site.
1977, 1990	Aerial Photograph	The development of oil wells and support structures appeared to have increased in the southern central portions of the site.
1990,1994	Aerial Photograph	Tracts of single-family residents were observed adjacent to the southwest corner of the Site and expanded over the time period.
2005	Aerial Photograph	Tracts of single-family residents were observed adjacent to the northwest corner of the Site.
1964 Photo Revised 1981	Topographic	The Site and vicinity appear to be natural

DATE	REFERENCE	OBSERVATIONS
	Map Yorba Linda Quadrangle	undeveloped land.
1967 Photo Revised 1981	Topographic Map Prado Dam Quadrangle	The Site and vicinity appear to be natural undeveloped land.

4.2.2 Zoning Land Use Records

According to the City of Yorba Linda's website Zoning Map dated March 18, 2010, the project site is located in an unincorporated area of Orange County.

4.3 Environmental Database Review

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). This report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for all Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-05) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate. An Environmental Data Resource (EDR) report of Standard Environmental Record Sources (Records) was prepared specifically for the Site. The search included: 15 federal and 11 state standard environmental records, and 90 additional and other available environmental records and the databases. The Site was not listed in any of the current databases searched. No mapped facilities were found on the Site, and only one facility was within the one-mile search radius.

- The Orange County Fire Station located at 20990 Yorba Linda Boulevard, approximately 0.25 to 0.5 mile from the Site was listed on the Historical Cortese, Lust and Haznet Databases.

The potential for environmental impact to the Site from this fire station appears to be low due to the fire station's location at an elevation lower than the Site and station's status as "Completed - Case Closed"

4.4 Additional Environmental Record Sources

4.4.1 South Coast Air Quality Management District (SCAQMD)

Information was requested from SCAQMD regarding the Site. Lisa Ramos of the SCAQMD stated that no records were available based on assessor's parcel numbers, tract numbers or lot numbers and that SCAQMD records could be accessed by address only.

4.4.2 Santa Ana Regional Water Quality Control Board (SARWQCB)

Information was requested from SARWQCB regarding the Site. August Lucas of the SARWQCB stated that no records were available based on assessor's parcel numbers, tract numbers or lot numbers and SARWQCB records could be accessed by address only.

4.4.3 Orange County Environmental Health Department (OCEHD)

Information was requested from OCEHD regarding the Site. Jennifer Phelps of the OCEHD stated that no records were available based on assessor's parcel numbers, tract numbers or lot numbers and OCEHD records could be accessed by address only.

4.4.4 State of California Regional Water Quality Control Board Geotracker Database Website (Geotracker)

The Geotracker database did not identify any additional potential soil or groundwater contaminant source sites not included in the EDR report. The database did list the Orange County Fire Station No. 32 located at 20990 Yorba Linda Boulevard, Yorba Linda, California. The database confirms the low potential risk to the Site due the location of the station down gradient of the Site and the cleanup status: Completed – Case Closed.

4.4.5 State of California Department of Toxic Substances Envirostore Database Website (Envirostore)

The Envirostore database did not identify any additional potential soil or groundwater contaminant source sites not included in the EDR report that would potentially impact.

4.4.6 State of California Department of Conservation, Division of Oil, Gas, and Geothermal Resources (DOGGR) Online Well Records

A review of the DOGGR online well database records identified a total of 29 oil wells in the vicinity of the Site located as indicated on Plate 4. Twelve of these wells were identified as “active” and 17 were identified as “inactive or previously abandoned”. The individual wells were identified for this report based (Site Reference Number) in the listing order presented in the DOGGR database (1 thru 29). The well data listing for the project vicinity is included in Appendix C.

Of these 29 wells, 7 wells are located within the project boundary (located on the Simons and Yorba Linda Estates properties) and include 3 “active” and 4 “inactive or previously abandoned” wells shown on Plate 5. Well sites 1, 5, and 9 have active oil pumping activity. The well information is summarized in Table 3.

Well sites 13, 14, 15, and 24 are abandoned well sites, and the approximate well locations were identified in the field by previously graded pads on the hillsides (and the presence of concrete tie-downs). No physical evidence of well casing or piping or well production concrete pads were observed at these abandoned sites. At this time it is uncertain if the well casings remain intact below the ground surface or how the wells were capped.

TABLE 3
SUMMARY OF ON-SITE OIL WELLS

Well Reference Number	Report Photograph Reference	Existing Well Condition	DOGGR Database Well Operator Name	Operator Well Number	DOGGR Database Well Lease Name
1	Plate 6	Active	Gary A. Darnell, Trust	1	CRA Texas A.U.W.C.
5	Plate 10	Active	Santa Ana Canyon Dev. Corp.	2	Reeves
9	Plate 11	Active	Santa Ana Canyon Dev. Corp.	3	Reeves
13	Plate 12	Abandoned	Petrominerals Corp.	2	Anaheim Union Water Co.
14	Plate 12	Abandoned	Terra Resources, Inc.	3	Westpet-Texas A.U.W.C.
15	--	Abandoned	Petrominerals Corp.	3	Anaheim Union Water Co.
24	--	Abandoned	Petrominerals Corp.	1	Anaheim Union Water Co.

5.0 Site Reconnaissance

5.1 Methodology

On May 4, 2012, representatives from AG visited the Site to evaluate the present use and environmental conditions at the Site. Our methodology included utilizing dirt access roads and walking accessible areas in and around oil wells, storage tanks, and the leveled pad areas of abandoned wells. Throughout the drive and during the walks, evidence of environmental concerns were observed and noted. A total of three active oil wells, the locations of four previously abandoned oil wells, five storage tanks, and numerous runs of active and abandoned oil conveyance piping were observed. The locations of the active wells and the pad locations of the abandoned wells are shown on Plate 5.

Site photographs were recorded at each well location, at abandoned well pads, at storage tanks, and for primary runs of active and abandoned piping. These photographs are included as Plates 6 through 12.

In addition to a Southern California Edison high tension power line and easement in the eastern portion of the site, a Metropolitan Water District water line and easement (including manhole vaults and valves) is located along the southern property line.

5.2 Limiting Conditions

AG's findings are based on the Site conditions observed during the reconnaissance on Friday, May 4, 2012. During the reconnaissance, the Site was observed to have roughly graded but maintained serviceable access roads and level pads associated with active wells and equipment and unmaintained graded access roads to the abandoned well sites. The graded pads constructed for the abandoned wells were overgrown with dense brush. The locations these access roads and abandoned well pads were identified by abrupt changes in topographic features and the presence of abandoned concrete drill rig anchors.

There was no visible surface evidence of abandoned well piping or drilling mud pits typically associated with oil well drilling and production. No geophysical or subsurface investigations were performed to look for the abandoned wells or drilling mud pits.

5.3 Observations

During our Site visit, AG personnel made observations of the Site conditions as described in Table 4 below:

TABLE 4
SITE OBSERVATIONS

ITEM OR CONDITION	OBSERVED EVIDENCE	NO EVIDENCE OBSERVED	COMMENTS
Hazardous Substances & Petroleum Products	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oil overfill, oil spillage, miscellaneous oil leaks, and oil stained soil was observed in the immediate vicinity of the oil wells, storage vessels and conveyance piping.
Storage Tanks & Related Equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approximately ten above ground storage tanks and associated active and in active piping were observed on the Site.
Odors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Petroleum odors were noted in the vicinity of the oil wells, piping, and storage tanks. One mobile carbon vapor treatment system was observed adjacent to a large mobile storage tank at Well 2.
Standing Surface Water or Other Pools of Liquid	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Products or Other Unidentified Contents	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Transformers or Equipment containing Polychlorinated Biphenyls (PCBs)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A high tension power line was observed in the eastern portion of the property. However, no transformers or potential sources of PCBs were noted.
Pits, Ponds, or Lagoons	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No visible surface evidence of drilling mud pits typically associated with oil well drilling and production.
Stressed Vegetation (other than from insufficient water)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Evidence of Mounds, Depressions or Graded Areas Suggesting Trash or Other Solid Waste Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

ITEM OR CONDITION	OBSERVED EVIDENCE	NO EVIDENCE OBSERVED	COMMENTS
Waste Water or any Discharge (including storm water) into a Drain, Ditch, or Stream on or Adjacent to the Site	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Wells (active, inactive, or abandoned)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A total of three active oil wells were observed and the locations of four abandoned oil wells were identified by level graded drilling pads.
Septic Systems or Cesspools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Drains and Sumps	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Associated with oil pipelines and adjacent to storage tanks.
Prior Structures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Roads, Tracks, Railroad Tracks, or Spurs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The Site is traversed by numerous unpaved dirt access roads.

6.0 Interviews

On May 28, 2012, Mr. Herb Conway, President of the Santa Ana Development Corporation, and Mr. Adrian Ubl, Service Operator for the Santa Anna Development Corporation, were interviewed by telephone to obtain information regarding the operation of wells on the Site and potential environmental impact to the Site as a result of the well operation.

Mr. Ubl and Mr. Conway provided the following information regarding the Site.

- For the last seven years, Mr. Ubel has been responsible for the operation and maintenance of the active oil wells, storage tanks and piping on the Site.
- Oil pumped from the wells is stored in the above ground tanks and hauled out by tanker trucks as needed.
- The wells on Site are operating in compliance with the DOGGR permits.
- With the exception of historic fires, no spills, leaks, or emergency responses requiring cleanup had occurred at the Site.
- In 2008, the Yorba Linda fire destroyed Amos-Travis Well # 1 and a storage tank (Site reference 2 located immediately west of the Site boundary). The tank was reported to be empty at the time of the fire preventing an unauthorized spill or release. The existing well pump and storage tank were scrapped and replaced. A portable storage tank with a carbon filter vapor recovery system is currently being used for oil storage at this well. The vapor recovery system was reported to be operating in compliance with a South Coast Air Quality Management District (AQMD) permit. However, a copy of this permit had not been obtained as of the date of this report.

7.0 Findings

A cursory summary of findings is provided below. Details are not included or fully developed in this section, and the report must be read in its entirety for a comprehensive understanding of the items contained herein.

- According to the historical information obtained by AG, the Site has been vacant land covered by native brush, grasses, and trees since the original deed was recorded in 1873.
- Based on DOGGR records, a total of three active oil wells and four previously abandoned oil wells are located on the Site.
- According to the EDR report the Site was not listed on any of the databases searched.
- The EDR Report listed one facility, the Orange County Fire Station located at 20990 Yorba Linda Boulevard, approximately 0.25 to 0.5 mile from the Site on the Historical Cortese, Lust and Haznet Databases. The potential for environmental impact to the Site from this fire station appears to be low due to the fire station's location at an elevation lower than the Site and the stations status as "Completed - Case Closed"
- A total of five storage tanks, a portable holding tank, a portable carbon vapor system, and numerous runs of active and abandoned piping were observed at the Site.
- During the Yorba Linda fire in 2008, Amos-Travis Well # 1 and an empty storage tank (located immediately west of the Site) were destroyed and replaced.
- Southern California Edison high voltage transmission lines traverse the eastern portion of the Site.

8.0 Conclusions and Recommendations

AG has prepared this Phase I Environmental Site Assessment in general conformance with the scope and limitations of ASTM Practice E 1527-005 for the Site located in the unincorporated area of Orange County, California. Any exceptions to or deletions from this practice are described in the Limitations and Exceptions of Assessment section of this report. This assessment has revealed evidence of the following recognized environmental conditions in connection with the Site:

- The presence of the three active wells indicates the possibility of abandoned pits or accumulations of drilling mud typically containing elevated levels of hydrocarbons and heavy metals in the immediate vicinity of the wells could impact the Site during development.

AG recommends conducting a geophysical survey in the vicinity of the wells to locate and remove pits or accumulations of drilling mud.

- A total of four previously abandoned wells were identified on the Site. The presence of the abandoned wells indicates the possibility of abandoned pits or accumulations of drilling mud typically containing elevated levels of hydrocarbons and heavy metals in the immediate vicinity of the wells could impact the Site during development. Historically, non-productive wells were abandoned in accordance with standard practices at the time they were originally drilled and do not necessarily meet current regulatory criteria for safe oil well abandonment.

AG recommends reviewing available well logs and abandonment documentation to determine regulatory compliance status of the wells. AG further recommends conducting a geophysical survey to locate the reabandonment of wells, as needed to comply with current regulatory requirements and to locate and remove pits or accumulations of drilling mud.

- A total of five above ground storage tanks and associated runs of active and inactive oil pipelines were observed. These structures and piping represent potential obstructions and sources of accidental or unauthorized releases of oil or hydrocarbon product if disturbed during development of the property.

AG recommends identifying active versus inactive structures and removing all nonessential structures and piping.

- Based on the historical and current use of the Site as part of an active oil field, the potential for the Site to be impacted by spills, leaks, or overflow during the transfer and storage of oil product is moderate to high.
- AG recommends identifying and cleaning up stained soil or other indications of impacted areas in compliance with current regulatory standards and practices. AG further recommends that areas in the vicinity of former or current oil field structures on or immediately adjacent to the Site be observed during grading and development by a qualified environmental professional for evidence of impact to the Site.
- Site referenced Well number 2 and a storage tank was destroyed by fire in 2008. Based on the location of these structures immediately adjacent to the west property line of the Site, the potential environmental impact to the Site is moderate even though the tank was reported to be empty at the time of the fire. See above bullet for recommendation.

9.0 Deviations

No deviations or deletions from the ASTM Standard Practice were addressed in this report.

10.0 Additional Non-Scope Services

There are environmental issues outside the scope of the ASTM E1527-05 that can be assessed in connection with a commercial real estate transaction. These are dealt with as non-scope considerations since they do not typically present a Superfund Liability. The specific level of inquiry (if any) is defined in the proposal, which contains a Scope of Work. These non-scope services are very client specific and not covered by the ASTM standard. They are frequently related to the business environmental risk which is defined in the ASTM standard as “risk which can have a material environmental or environmentally-driven impact on the business associated with the current or planned use of a parcel of commercial real estate.”

No non-scope issues were addressed in this report.

11.0 References

State of California, Department of Conservation, Division of Oil, Gas and Geothermal Resources, (DOGGR) Website.

California Regional Water Quality Control Board Website, Geotracker Database.

Environmental Data Resources (EDR), Inc., EDR-Radius Map Report, May 11, 2012.

Environmental Data Resources (EDR), Inc., Aerial Photo Request, May 11, 2012.

First American Title Company, CLTA Preliminary Report for PA40 Affordable Housing Site.

Google Earth website, Aerial Photo review.

United States Geological Survey, 7.5-Minute Topographic Quadrangle, Prado Dam California 1964, photo revised 1981.

United States Geological Survey, 7.5-Minute Topographic Quadrangle Yorba Linda California 1964, photo revised 1981.

12.0 List and Signatures of Environmental Professionals

We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in §312.10 of 40 CFR 312.

We have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. We have developed and performed all appropriate inquiries in conformance with the standard and practices set forth in 40 CFR Part 312.

Cathrene D. Glick, Chief Engineering Geologist/Hydrogeologist

B.S. Geology (Engineering), San Diego State University, San Diego, CA
Professional Geologist (PG) No. 4139
Certified Engineering Geologist (CEG) No. 1338
Certified Hydrogeologist (CHG) No. 32
40-hour OSHA Safety Training
Annual 8-hour OSHA Safety Training Refresher

Ms. Glick has over 30 years of experience in engineering geology, groundwater hydrology, watershed basin evaluations, environmental management, discharge permitting and regulatory compliance in private industry and with the federal government. She has managed and performed preliminary Phase I and detailed Phase II-III assessments of leaking surface and underground storage tanks, for electroplating surface impoundment closures, and for landfill closure investigations. Specific projects have included: groundwater basin hydrogeologic modeling for extended development purposes (commercial, residential, and military use), subsurface characterization investigations, groundwater characterization studies, determining soil and hydraulic characteristics of aquifer materials, contaminant migration assessments, sensitive receptor risk assessments, professional oversight during tank closures, and remedial feasibility studies.

Principal areas of responsibility for this ESA report: Project Management, Quality Control, and Technical Review.

File No.33366-01
July 25, 2012
Page 25

Stanley G. White, Project Geologist

B.A. Geology, Humboldt State University, Arcata, CA
California State Registered Geologist (R.G) No. 7342
40-hour OSHA Safety Training
Annual 8-hour OSHA Safety Training Refresher
8-hour OSHA Supervisor Training

Mr. White's has over 15 years of project experience, which includes managing environmental programs. He has been responsible for Phase I Assessments, Phase II Assessments, and remediation projects leading to regulatory closure. He has extensive field experience which includes the use of Geoprobe and hollow-stem auger drilling equipment; soil gas sampling; CPT equipment; geophysical surveys; groundwater monitoring well installation and sampling; drum and pond sampling; underground storage tank removals; soil and groundwater remediation system layout; installation and operation; and risk-based corrective actions.

Principal areas of responsibility for this ESA report: Research, Site Reconnaissance, and Report Generation.

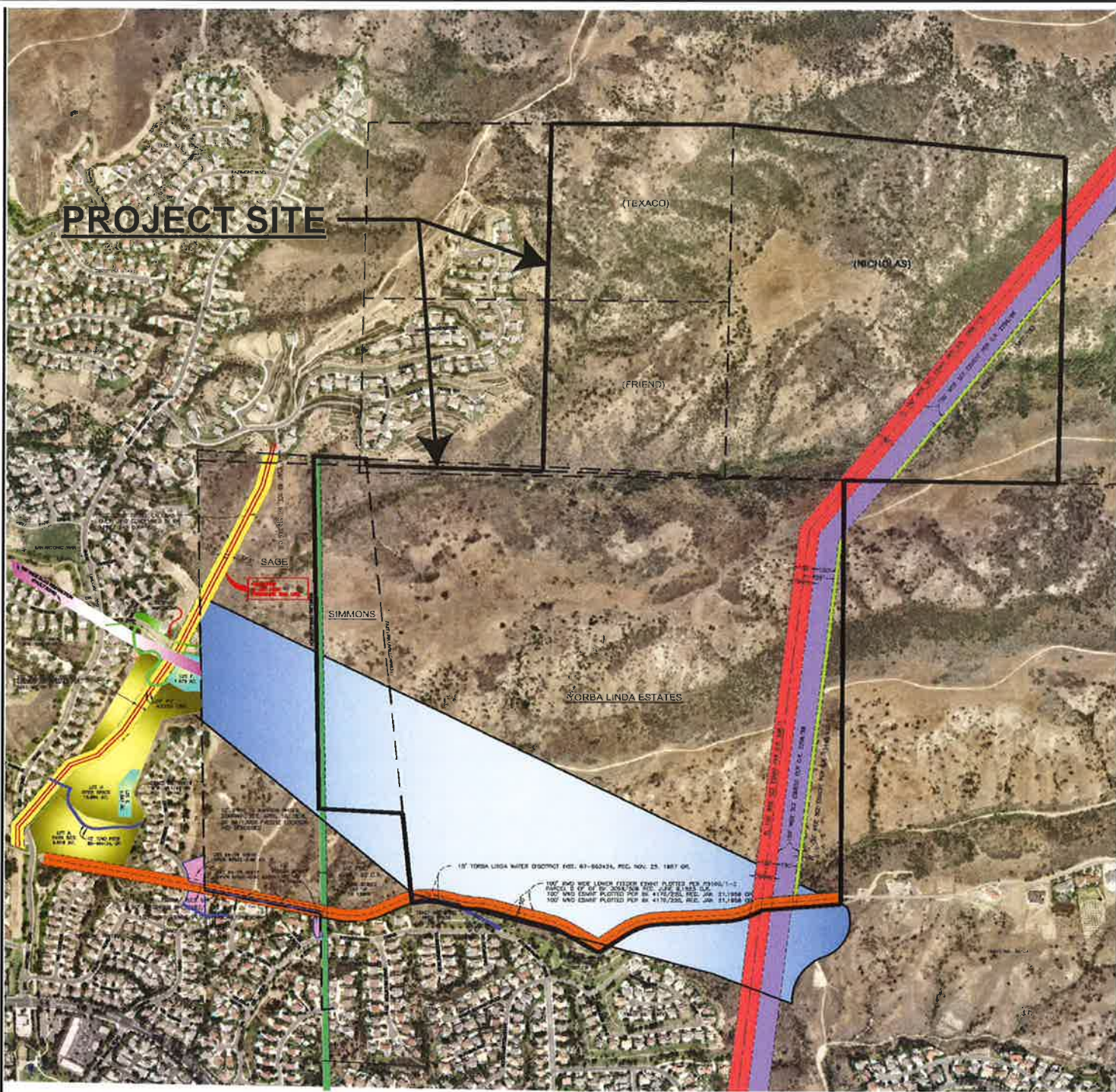


American Geotechnical, Inc.
 22725 Old Canal Road, Yorba Linda, CA 92887
 Phone: (714) 685-3900, Fax: (714) 685-3909

**YORBA LINDA ESTATES, LLC.
 COUNTY OF ORANGE, CA**

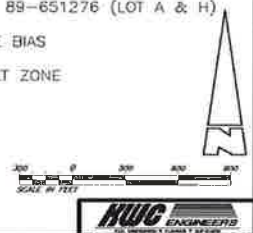
PROJECT LOCATION PLAN
 F.N. 33366.01 JULY, 2012

Plate 1



PROPERTY OWNER & EASEMENT CONSTRAINTS MAP

- | | |
|--|---|
| YORBA LINDA WATER DISTRICT EASEMENT | AREA BOUNDARY |
| 100' WIDE EASEMENT SOUTHERN CALIFORNIA GAS COMPANY | COLUMBINE ASSOCIATES 89-246902 (LOT E) |
| METROPOLITAN WATER DISTRICT EASEMENT | COLUMBINE ASSOCIATES 89-246904 (LOT F) |
| FUEL MODIFICATION EASEMENT | CITY OF YORBA LINDA 89-651276 (LOT A & H) |
| 50' WIDE PUBLIC UTILITY EASEMENT | CRAIG & JENNIFER DE BIAS |
| EASEMENT FOR LANDSCAPE MAINTENANCE FOR THE CITY OF YORBA LINDA | ALQUIST-PRIOLO FAULT ZONE |
| 100' WIDE BLDG. RESTRICTION ZONE (FAULT ZONE) | |
| 20' WIDE PRIVATE ACCESS EASEMENT | |
| 150' WIDE SOUTHERN CALIFORNIA EDISON EASEMENT | |
| 150' WIDE SOUTHERN CALIFORNIA EDISON EASEMENT | |
| 30' WIDE SOUTHERN CALIFORNIA EDISON EASEMENT | |



AG American Geotechnical, Inc.
 22725 Old Canal Road, Yorba Linda, CA 92887
 Phone: (714) 685-3900, Fax: (714) 685-3909

YORBA LINDA ESTATES, LLC.
 COUNTY OF ORANGE, CA

PROPERTY OWNER AND
 EASEMENT PLAN

F.N. 33366.01

JULY, 2012

Plate 2





American Geotechnical, Inc.

22725 Old Canal Road, Yorba Linda, CA 92887
 Phone: (714) 685-3900, Fax: (714) 685-3909

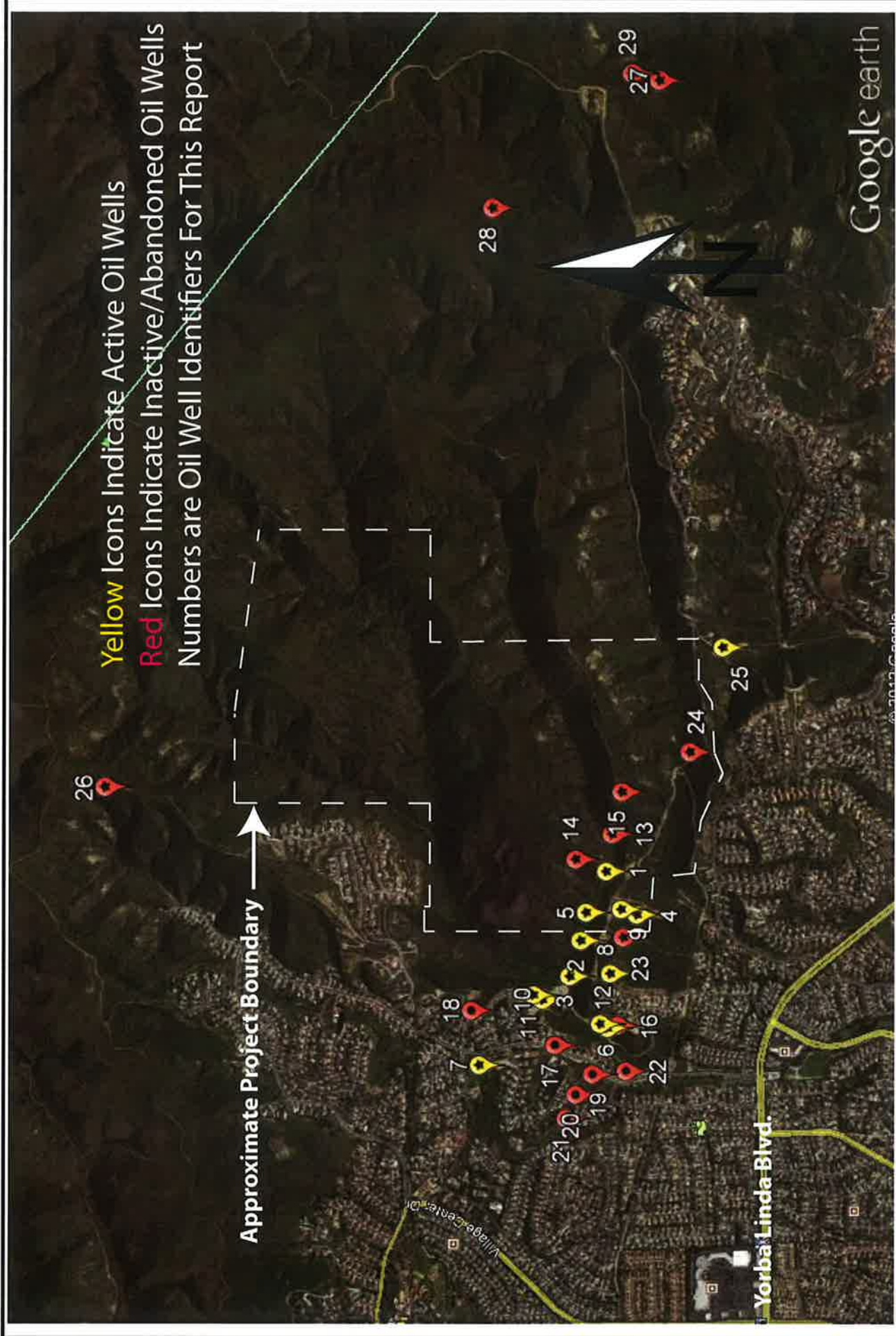
**YORBA LINDA ESTATES, LLC.
 COUNTY OF ORANGE, CA**

TOPOGRAPHIC MAP

F.N. 333666.01

JULY, 2012

Plate 3



Yellow Icons Indicate Active Oil Wells
Red Icons Indicate Inactive/Abandoned Oil Wells
 Numbers are Oil Well Identifiers For This Report

Approximate Project Boundary →

 American Geotechnical, Inc. 22725 Old Canal Road, Yorba Linda, CA 92887 Phone: (714) 685-3900, Fax: (714) 685-3909	YORBA LINDA ESTATES, LLC. COUNTY OF ORANGE, CA	OIL WELL LOCATION PLAN F.N. 33366.01	JULY, 2012
	Plate 4		



Yellow Icons Indicate Active Oil Wells
Red Icons Indicate Inactive/Abandoned Oil Wells
 Numbers are Oil Well Identifiers For This Report

Approximate
 Project Boundary →



**American
 Geotechnical, Inc.**

22725 Old Canal Road, Yorba Linda, CA 92887
 Phone: (714) 685-3900, Fax: (714) 685-3909

**YORBA LINDA ESTATES, LLC.
 COUNTY OF ORANGE, CA**

ON-SITE OIL WELL LOCATION PLAN

F.N. 33366.01

JULY, 2012

Plate 5



Site Reference Well #1 -
CRA Texas No. 1

Well Enclosure



Site Reference Well #1

Well enclosure, miscellaneous piping and stained soil and crude oil standing on ground surface



Site Reference Well #1

Stained soil and crude oil standing on ground surface near existing well head



American
Geotechnical, Inc.

22725 Old Canal Road, Yorba Linda, CA 92887
Phone: (714) 685-3900, Fax: (714) 685-3909

YORBA LINDA ESTATES, LLC.
COUNTY OF ORANGE, CA

SITE PHOTOGRAPHS

F.N. 33366.01

JULY, 2012

Plate 6



Tank Farm Adjacent To
Reference Well Site #1

Well treatment system
enclosure



Tank Farm Adjacent To
Reference Well Site #1

Abandoned piping and rear
slope of tank pad



Tank Farm Adjacent To
Reference Well Site #1

Above ground storage
tanks on graded pad.



**American
Geotechnical, Inc.**

22725 Old Canal Road, Yorba Linda, CA 92887
Phone: (714) 685-3900, Fax: (714) 685-3909

**YORBA LINDA ESTATES, LLC.
COUNTY OF ORANGE, CA**

SITE PHOTOGRAPHS

F.N. 33366.01

JULY, 2012

Plate 7



Site Reference Well #4 - Reeves Lease Well No. 4

Well enclosure



Site Reference Well #4 -

Well enclosure and operating pump



Site Reference Well #4 -

Well head with crude oil in pit, residual crude oil on concrete pedestal supporting pump and on ground surface (stained soil)



American Geotechnical, Inc.

22725 Old Canal Road, Yorba Linda, CA 92887
Phone: (714) 685-3900, Fax: (714) 685-3909

YORBA LINDA ESTATES, LLC.
COUNTY OF ORANGE, CA

SITE PHOTOGRAPHS

F.N. 33366.01

JULY, 2012

Plate 8



Tank Farm Adjacent To
Reference Well Site #5

Above ground tanks, active and
abandoned piping



Tank Farm Adjacent To
Reference Well Site #5

Concrete sump and associated
piping, pipe discharging oily
water to sump



Tank Farm Adjacent To
Reference Well Site #5

Above ground storage tanks,
enclosure and piping



**American
Geotechnical, Inc.**

22725 Old Canal Road, Yorba Linda, CA 92887
Phone: (714) 685-3900, Fax: (714) 685-3909

**YORBA LINDA ESTATES, LLC.
COUNTY OF ORANGE, CA**

SITE PHOTOGRAPHS

F.N. 33366.01

JULY, 2012

Plate 9



Site Reference Well #5 - Reeves
Lease Well No. 2

Active pump and well
enclosure



Site Reference Well #5

Well head assembly, crude oil in
concrete pit around well head



Site Reference Well #5

Above ground and partially
buried piping.



American
Geotechnical, Inc.

22725 Old Canal Road, Yorba Linda, CA 92887
Phone: (714) 685-3900, Fax: (714) 685-3909

YORBA LINDA ESTATES, LLC.
COUNTY OF ORANGE, CA

SITE PHOTOGRAPHS

F.N. 33366.01

JULY, 2012

Plate 10



Site Reference Well #9 - Reeves
Lease Well No. 3

Active pump and well
enclosure



Site Reference Well #9

Pump enclosure



Site Reference Well #9

Well head with crude oil in
pit, residual crude oil on
ground surface (stained soil)



American
Geotechnical, Inc.

22725 Old Canal Road, Yorba Linda, CA 92887
Phone: (714) 685-3900, Fax: (714) 685-3909

YORBA LINDA ESTATES, LLC.
COUNTY OF ORANGE, CA

SITE PHOTOGRAPHS

F.N. 33366.01

JULY, 2012

Plate 11



Site Reference Well #13 -
Anaheim Union Water
Company No. 2

Abandoned well pad with drill
rig anchor blocks in center of
picture



Site Reference Well #14 -
Westpet-Texas No. 2

Abandoned well pad with drill
rig anchor blocks in center of
picture



Site Reference Well #14

Abandoned well pad and
drill rig anchor block



**American
Geotechnical, Inc.**

22725 Old Canal Road, Yorba Linda, CA 92887
Phone: (714) 685-3900, Fax: (714) 685-3909

YORBA LINDA ESTATES, LLC.
COUNTY OF ORANGE, CA

SITE PHOTOGRAPHS

F.N. 33366.01

JULY, 2012

Plate 12

File No.33366-01
July 25, 2012

APPENDIX A

**FIRST AMERICAN TITLE COMPANY
CLTA PRELIMINARY REPORT
YORBA LINDA ESTATES**



Murdock Property

Stonehaven Drive

Yorba Linda, CA 92886

Inquiry Number: 3321162.3

May 11, 2012



Certified Sanborn® Map Report

Certified Sanborn® Map Report

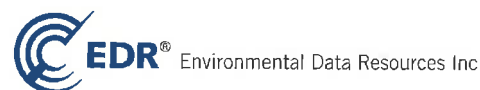
5/11/12

Site Name:

Murdock Property
Stonehaven Drive
Yorba Linda, CA 92886

Client Name:

American Geotechnical
22725 Old Canal Road
Yorba Linda, CA 92887



EDR Inquiry # 3321162.3

Contact: Cathrene Glick

The complete Sanborn Library collection has been searched by EDR, and fire insurance maps covering the target property location provided by American Geotechnical were identified for the years listed below. The certified Sanborn Library search results in this report can be authenticated by visiting www.edrnet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by Sanborn Library LLC, the copyright holder for the collection.

Certified Sanborn Results:

Site Name: Murdock Property
Address: Stonehaven Drive
City, State, Zip: Yorba Linda, CA 92886
Cross Street:
P.O. # 33366-01
Project: Murdock Development Yorba Lind
Certification # A3EA-43B4-B22C



Sanborn® Library search results
Certification # A3EA-43B4-B22C

UNMAPPED PROPERTY

This report certifies that the complete holdings of the Sanborn Library, LLC collection have been searched based on client supplied target property information, and fire insurance maps covering the target property were not found.

The Sanborn Library includes more than 1.2 million Sanborn fire insurance maps, which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

- ✓ Library of Congress
- ✓ University Publications of America
- ✓ EDR Private Collection

The Sanborn Library LLC Since 1866™

Limited Permission To Make Copies

American Geotechnical (the client) is permitted to make up to THREE photocopies of this Sanborn Map transmittal and each fire insurance map accompanying this report solely for the limited use of its customer. No one other than the client is authorized to make copies. Upon request made directly to an EDR Account Executive, the client may be permitted to make a limited number of additional photocopies. This permission is conditioned upon compliance by the client, its customer and their agents with EDR's copyright policy; a copy of which is available upon request.

Disclaimer - Copyright and Trademark notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT. Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

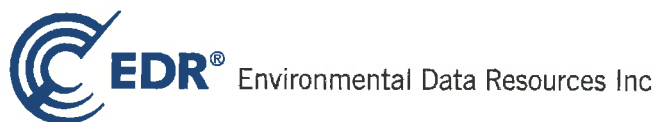
Copyright 2012 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.

Murdock Property
Stonehaven Drive
Yorba Linda, CA 92886

Inquiry Number: 3321162.2s
May 11, 2012

The EDR Radius Map™ Report with GeoCheck®



440 Wheelers Farms Road
Milford, CT 06461
Toll Free: 800 352 0050
www.edrnet.com

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
Executive Summary	ES1
Overview Map	2
Detail Map	3
Map Findings Summary	4
Map Findings	8
Orphan Summary	11
Government Records Searched/Data Currency Tracking	GR-1
 <u>GEOCHECK ADDENDUM</u>	
Physical Setting Source Addendum	A-1
Physical Setting Source Summary	A-2
Physical Setting SSURGO Soil Map	A-5
Physical Setting Source Map	A-13
Physical Setting Source Map Findings	A-15
Physical Setting Source Records Searched	A-32

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

Disclaimer - Copyright and Trademark Notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. **NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT.** Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

Copyright 2012 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.

EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-05) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

STONEHAVEN DRIVE
YORBA LINDA, CA 92886

COORDINATES

Latitude (North):	33.8985000 - 33° 53' 54.60"
Longitude (West):	117.7544000 - 117° 45' 15.84"
Universal Transverse Mercator:	Zone 11
UTM X (Meters):	430247.7
UTM Y (Meters):	3750964.0
Elevation:	922 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map:	33117-H7 YORBA LINDA, CA
Most Recent Revision:	1981
East Map:	33117-H6 PRADO DAM, CA
Most Recent Revision:	1981

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from:	2009, 2010
Source:	USDA

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL..... National Priority List

EXECUTIVE SUMMARY

Proposed NPL..... Proposed National Priority List Sites
NPL LIENS..... Federal Superfund Liens

Federal Delisted NPL site list

Delisted NPL..... National Priority List Deletions

Federal CERCLIS list

CERCLIS..... Comprehensive Environmental Response, Compensation, and Liability Information System
FEDERAL FACILITY..... Federal Facility Site Information listing

Federal CERCLIS NFRAP site List

CERC-NFRAP..... CERCLIS No Further Remedial Action Planned

Federal RCRA CORRACTS facilities list

CORRACTS..... Corrective Action Report

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF..... RCRA - Treatment, Storage and Disposal

Federal RCRA generators list

RCRA-LQG..... RCRA - Large Quantity Generators
RCRA-SQG..... RCRA - Small Quantity Generators
RCRA-CESQG..... RCRA - Conditionally Exempt Small Quantity Generator

Federal institutional controls / engineering controls registries

US ENG CONTROLS..... Engineering Controls Sites List
US INST CONTROL..... Sites with Institutional Controls

Federal ERNS list

ERNS..... Emergency Response Notification System

State- and tribal - equivalent NPL

RESPONSE..... State Response Sites

State- and tribal - equivalent CERCLIS

ENVIROSTOR..... EnviroStor Database

State and tribal landfill and/or solid waste disposal site lists

SWF/LF..... Solid Waste Information System

State and tribal leaking storage tank lists

SLIC..... Statewide SLIC Cases
INDIAN LUST..... Leaking Underground Storage Tanks on Indian Land

EXECUTIVE SUMMARY

State and tribal registered storage tank lists

UST..... Active UST Facilities
AST..... Aboveground Petroleum Storage Tank Facilities
INDIAN UST..... Underground Storage Tanks on Indian Land
FEMA UST..... Underground Storage Tank Listing

State and tribal voluntary cleanup sites

VCP..... Voluntary Cleanup Program Properties
INDIAN VCP..... Voluntary Cleanup Priority Listing

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS..... A Listing of Brownfields Sites

Local Lists of Landfill / Solid Waste Disposal Sites

DEBRIS REGION 9..... Torres Martinez Reservation Illegal Dump Site Locations
ODI..... Open Dump Inventory
WMUDS/SWAT..... Waste Management Unit Database
SWRCY..... Recycler Database
HAULERS..... Registered Waste Tire Haulers Listing
INDIAN ODI..... Report on the Status of Open Dumps on Indian Lands

Local Lists of Hazardous waste / Contaminated Sites

US CDL..... Clandestine Drug Labs
HIST Cal-Sites..... Historical Calsites Database
SCH..... School Property Evaluation Program
Toxic Pits..... Toxic Pits Cleanup Act Sites
CDL..... Clandestine Drug Labs
US HIST CDL..... National Clandestine Laboratory Register

Local Lists of Registered Storage Tanks

CA FID UST..... Facility Inventory Database
HIST UST..... Hazardous Substance Storage Container Database
SWEEPS UST..... SWEEPS UST Listing

Local Land Records

LIENS 2..... CERCLA Lien Information
LUCIS..... Land Use Control Information System
LIENS..... Environmental Liens Listing
DEED..... Deed Restriction Listing

Records of Emergency Release Reports

HMIRS..... Hazardous Materials Information Reporting System
CHMIRS..... California Hazardous Material Incident Report System

EXECUTIVE SUMMARY

LDS.....	Land Disposal Sites Listing
MCS.....	Military Cleanup Sites Listing
Orange Co. Industrial Site.....	List of Industrial Site Cleanups

Other Ascertainable Records

RCRA-NonGen.....	RCRA - Non Generators
DOT OPS.....	Incident and Accident Data
DOD.....	Department of Defense Sites
FUDS.....	Formerly Used Defense Sites
CONSENT.....	Superfund (CERCLA) Consent Decrees
ROD.....	Records Of Decision
UMTRA.....	Uranium Mill Tailings Sites
MINES.....	Mines Master Index File
TRIS.....	Toxic Chemical Release Inventory System
TSCA.....	Toxic Substances Control Act
FTTS.....	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
HIST FTTS.....	FIFRA/TSCA Tracking System Administrative Case Listing
SSTS.....	Section 7 Tracking Systems
ICIS.....	Integrated Compliance Information System
PADS.....	PCB Activity Database System
MLTS.....	Material Licensing Tracking System
RADINFO.....	Radiation Information Database
FINDS.....	Facility Index System/Facility Registry System
RAATS.....	RCRA Administrative Action Tracking System
CA BOND EXP. PLAN.....	Bond Expenditure Plan
UIC.....	UIC Listing
NPDES.....	NPDES Permits Listing
WDS.....	Waste Discharge System
Cortese.....	"Cortese" Hazardous Waste & Substances Sites List
Notify 65.....	Proposition 65 Records
DRYCLEANERS.....	Cleaner Facilities
WIP.....	Well Investigation Program Case List
ENF.....	Enforcement Action Listing
HAZNET.....	Facility and Manifest Data
EML.....	Emissions Inventory Data
INDIAN RESERV.....	Indian Reservations
SCRD DRYCLEANERS.....	State Coalition for Remediation of Drycleaners Listing
COAL ASH EPA.....	Coal Combustion Residues Surface Impoundments List
PROC.....	Certified Processors Database
HWT.....	Registered Hazardous Waste Transporter Database
HWP.....	EnviroStor Permitted Facilities Listing
COAL ASH DOE.....	Steam-Electric Plan Operation Data
PCB TRANSFORMER.....	PCB Transformer Registration Database
FINANCIAL ASSURANCE.....	Financial Assurance Information Listing
MWMP.....	Medical Waste Management Program Listing

EDR PROPRIETARY RECORDS

EDR Proprietary Records

Manufactured Gas Plants.....	EDR Proprietary Manufactured Gas Plants
EDR Historical Auto Stations..	EDR Proprietary Historic Gas Stations

EXECUTIVE SUMMARY

EDR Historical Cleaners..... EDR Proprietary Historic Dry Cleaners

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property. Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

STANDARD ENVIRONMENTAL RECORDS

State and tribal leaking storage tank lists

LUST: The Leaking Underground Storage Tank Incident Reports contain an inventory of reported leaking underground storage tank incidents. The data come from the State Water Resources Control Board Leaking Underground Storage Tank Information System.

A review of the LUST list, as provided by EDR, and dated 03/19/2012 has revealed that there is 1 LUST site within approximately 0.5 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<i>ORANGE COUNTY FIRE STATIO</i> Status: Completed - Case Closed	<i>20990 YORBA LINDA</i>	<i>SW 1/4 - 1/2 (0.466 mi.)</i>	<i>1</i>	<i>8</i>

ADDITIONAL ENVIRONMENTAL RECORDS

Other Ascertainable Records

HIST CORTESE: The sites for the list are designated by the State Water Resource Control Board [LUST], the Integrated Waste Board [SWF/LS], and the Department of Toxic Substances Control [CALSTITES]. This listing is no longer updated by the state agency.

A review of the HIST CORTESE list, as provided by EDR, and dated 04/01/2001 has revealed that there is 1 HIST CORTESE site within approximately 0.5 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<i>ORANGE COUNTY FIRE STATIO</i>	<i>20990 YORBA LINDA</i>	<i>SW 1/4 - 1/2 (0.466 mi.)</i>	<i>1</i>	<i>8</i>

EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 1 records.

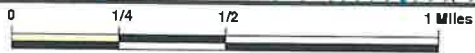
Site Name

SHEA/UDC HOMES PROPERTY

Database(s)

Orange Co. Industrial Site

OVERVIEW MAP - 3321162.2s



- Target Property
- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Manufactured Gas Plants
- National Priority List Sites
- Dept. Defense Sites
- Indian Reservations BIA
- County Boundary
- Power transmission lines
- Oil & Gas pipelines from USGS
- 100-year flood zone
- 500-year flood zone
- National Wetland inventory
- Areas of Concern

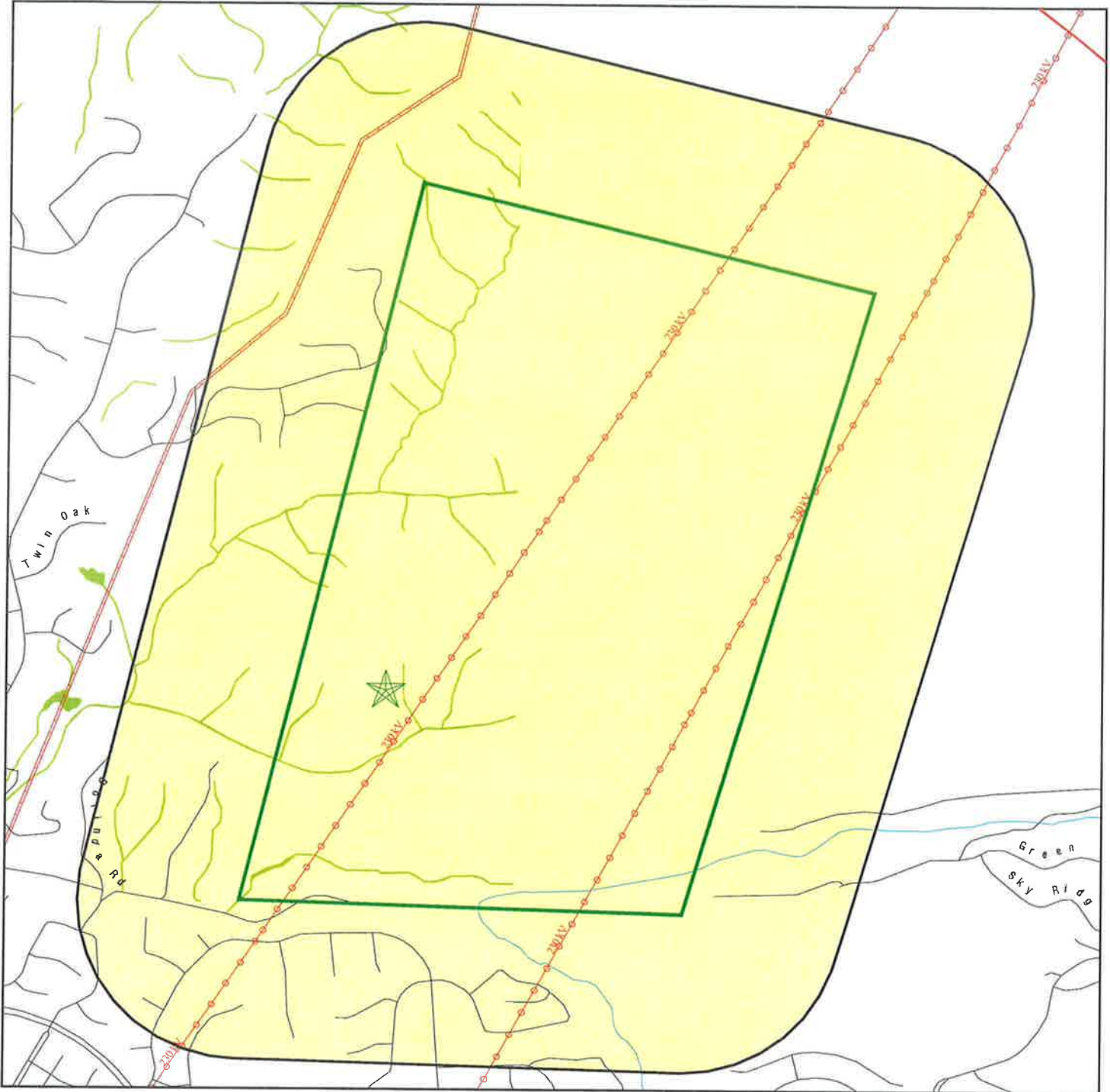

















This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Murdock Property
ADDRESS: Stonehaven Drive
 Yorba Linda CA 92886
LAT/LONG: 33.8985 / 117.7544

CLIENT: American Geotechnical
CONTACT: Cathrene Glick
INQUIRY #: 3321162.2s
DATE: May 11, 2012 2:41 pm

DETAIL MAP - 3321162.2s



-  Target Property
-  Sites at elevations higher than or equal to the target property
-  Sites at elevations lower than the target property
-  Manufactured Gas Plants
-  Sensitive Receptors
-  National Priority List Sites
-  Dept. Defense Sites
-  Indian Reservations BIA
-  County Boundary
-  Power transmission lines
-  Oil & Gas pipelines from USGS
-  100-year flood zone
-  500-year flood zone
-  National Wetland Inventory
-  Areas of Concern



This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Murdock Property
ADDRESS: Stonehaven Drive
 Yorba Linda CA 92886
LAT/LONG: 33.8985 / 117.7544

CLIENT: American Geotechnical
CONTACT: Cathrene Glick
INQUIRY #: 3321162.2s
DATE: May 11, 2012 2:43 pm

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
<u>STANDARD ENVIRONMENTAL RECORDS</u>								
<i>Federal NPL site list</i>								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	TP		NR	NR	NR	NR	NR	0
<i>Federal Delisted NPL site list</i>								
Delisted NPL	1.000		0	0	0	0	NR	0
<i>Federal CERCLIS list</i>								
CERCLIS	0.500		0	0	0	NR	NR	0
FEDERAL FACILITY	1.000		0	0	0	0	NR	0
<i>Federal CERCLIS NFRAP site List</i>								
CERC-NFRAP	0.500		0	0	0	NR	NR	0
<i>Federal RCRA CORRACTS facilities list</i>								
CORRACTS	1.000		0	0	0	0	NR	0
<i>Federal RCRA non-CORRACTS TSD facilities list</i>								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
<i>Federal RCRA generators list</i>								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-CESQG	0.250		0	0	NR	NR	NR	0
<i>Federal institutional controls / engineering controls registries</i>								
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROL	0.500		0	0	0	NR	NR	0
<i>Federal ERNS list</i>								
ERNS	TP		NR	NR	NR	NR	NR	0
<i>State- and tribal - equivalent NPL</i>								
RESPONSE	1.000		0	0	0	0	NR	0
<i>State- and tribal - equivalent CERCLIS</i>								
ENVIROSTOR	1.000		0	0	0	0	NR	0
<i>State and tribal landfill and/or solid waste disposal site lists</i>								
SWF/LF	0.500		0	0	0	NR	NR	0
<i>State and tribal leaking storage tank lists</i>								
LUST	0.500		0	0	1	NR	NR	1
SLIC	0.500		0	0	0	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
INDIAN LUST	0.500		0	0	0	NR	NR	0
State and tribal registered storage tank lists								
UST	0.250		0	0	NR	NR	NR	0
AST	0.250		0	0	NR	NR	NR	0
INDIAN UST	0.250		0	0	NR	NR	NR	0
FEMA UST	0.250		0	0	NR	NR	NR	0
State and tribal voluntary cleanup sites								
VCP	0.500		0	0	0	NR	NR	0
INDIAN VCP	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONMENTAL RECORDS								
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / Solid Waste Disposal Sites								
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
WMUDS/SWAT	0.500		0	0	0	NR	NR	0
SWRCY	0.500		0	0	0	NR	NR	0
HAULERS	TP		NR	NR	NR	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
Local Lists of Hazardous waste / Contaminated Sites								
US CDL	TP		NR	NR	NR	NR	NR	0
HIST Cal-Sites	1.000		0	0	0	0	NR	0
SCH	0.250		0	0	NR	NR	NR	0
Toxic Pits	1.000		0	0	0	0	NR	0
CDL	TP		NR	NR	NR	NR	NR	0
US HIST CDL	TP		NR	NR	NR	NR	NR	0
Local Lists of Registered Storage Tanks								
CA FID UST	0.250		0	0	NR	NR	NR	0
HIST UST	0.250		0	0	NR	NR	NR	0
SWEEPS UST	0.250		0	0	NR	NR	NR	0
Local Land Records								
LIENS 2	TP		NR	NR	NR	NR	NR	0
LUCIS	0.500		0	0	0	NR	NR	0
LIENS	TP		NR	NR	NR	NR	NR	0
DEED	0.500		0	0	0	NR	NR	0
Records of Emergency Release Reports								
HMIRS	TP		NR	NR	NR	NR	NR	0
CHMIRS	TP		NR	NR	NR	NR	NR	0
LDS	TP		NR	NR	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
MCS	TP		NR	NR	NR	NR	NR	0
Orange Co. Industrial Site	TP		NR	NR	NR	NR	NR	0
Other Ascertainable Records								
RCRA-NonGen	0.250		0	0	NR	NR	NR	0
DOT OPS	TP		NR	NR	NR	NR	NR	0
DOD	1.000		0	0	0	0	NR	0
FUDS	1.000		0	0	0	0	NR	0
CONSENT	1.000		0	0	0	0	NR	0
ROD	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
MINES	0.250		0	0	NR	NR	NR	0
TRIS	TP		NR	NR	NR	NR	NR	0
TSCA	TP		NR	NR	NR	NR	NR	0
FTTS	TP		NR	NR	NR	NR	NR	0
HIST FTTS	TP		NR	NR	NR	NR	NR	0
SSTS	TP		NR	NR	NR	NR	NR	0
ICIS	TP		NR	NR	NR	NR	NR	0
PADS	TP		NR	NR	NR	NR	NR	0
MLTS	TP		NR	NR	NR	NR	NR	0
RADINFO	TP		NR	NR	NR	NR	NR	0
FINDS	TP		NR	NR	NR	NR	NR	0
RAATS	TP		NR	NR	NR	NR	NR	0
CA BOND EXP. PLAN	1.000		0	0	0	0	NR	0
UIC	TP		NR	NR	NR	NR	NR	0
NPDES	TP		NR	NR	NR	NR	NR	0
WDS	TP		NR	NR	NR	NR	NR	0
Cortese	0.500		0	0	0	NR	NR	0
HIST CORTESE	0.500		0	0	1	NR	NR	1
Notify 65	1.000		0	0	0	0	NR	0
DRYCLEANERS	0.250		0	0	NR	NR	NR	0
WIP	0.250		0	0	NR	NR	NR	0
ENF	TP		NR	NR	NR	NR	NR	0
HAZNET	TP		NR	NR	NR	NR	NR	0
EMI	TP		NR	NR	NR	NR	NR	0
INDIAN RESERV	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PROC	0.500		0	0	0	NR	NR	0
HWT	0.250		0	0	NR	NR	NR	0
HWP	1.000		0	0	0	0	NR	0
COAL ASH DOE	TP		NR	NR	NR	NR	NR	0
PCB TRANSFORMER	TP		NR	NR	NR	NR	NR	0
FINANCIAL ASSURANCE	TP		NR	NR	NR	NR	NR	0
MWMP	0.250		0	0	NR	NR	NR	0
EDR PROPRIETARY RECORDS								
EDR Proprietary Records								
Manufactured Gas Plants	1.000		0	0	0	0	NR	0

MAP FINDINGS SUMMARY

<u>Database</u>	<u>Search Distance (Miles)</u>	<u>Target Property</u>	<u>< 1/8</u>	<u>1/8 - 1/4</u>	<u>1/4 - 1/2</u>	<u>1/2 - 1</u>	<u>> 1</u>	<u>Total Plotted</u>
EDR Historical Auto Stations	0.250		0	0	NR	NR	NR	0
EDR Historical Cleaners	0.250		0	0	NR	NR	NR	0

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

1
SW
1/4-1/2
0.466 mi.
2458 ft.

ORANGE COUNTY FIRE STATIO
20990 YORBA LINDA
YORBA LINDA, CA 92686

HIST CORTESE
LUST
HAZNET

S103641172
N/A

Relative:
Lower

CORTESE:
Region: CORTESE
Facility County Code: 30
Reg By: LTNKA
Reg Id: 083002399T

Actual:
501 ft.

LUST:
Region: STATE
Global Id: T0605901720
Latitude: 33.890679
Longitude: -117.765806
Case Type: LUST Cleanup Site
Status: Completed - Case Closed
Status Date: 03/17/1994
Lead Agency: ORANGE COUNTY LOP
Case Worker: JW
Local Agency: ORANGE COUNTY LOP
RB Case Number: 083002399T
LOC Case Number: 93UT065
File Location: Local Agency
Potential Media Affect: Soil
Potential Contaminants of Concern: Diesel, Gasoline
Site History: Not reported

[Click here to access the California GeoTracker records for this facility:](#)

LUST:

Global Id: T0605901720
Contact Type: Local Agency Caseworker
Contact Name: JULIE WOZENCRAFT
Organization Name: ORANGE COUNTY LOP
Address: 1241 EAST DYER ROAD SUITE 120
City: SANTA ANA
Email: jwozencraft@ochca.com
Phone Number: 7144336252

Global Id: T0605901720
Contact Type: Regional Board Caseworker
Contact Name: NANCY OLSON-MARTIN
Organization Name: SANTA ANA RWQCB (REGION 8)
Address: 3737 MAIN STREET, SUITE 500
City: RIVERSIDE
Email: nolson-martin@waterboards.ca.gov
Phone Number: Not reported

LUST:

Global Id: T0605901720
Action Type: ENFORCEMENT
Date: 02/24/1994
Action: Clean Up Fund - Case Closure Summary

Global Id: T0605901720
Action Type: Other

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

ORANGE COUNTY FIRE STATIO (Continued)

S103641172

Date: 01/01/1950
Action: Leak Reported

Global Id: T0605901720
Action Type: Other
Date: 01/01/1950
Action: Leak Discovery

ORANGE CO. LUST:

Region: ORANGE
Facility Id: 93UT065
Current Status: Certification (Case Closed)
Released Substance: Diesel fuel oil and additives, Nos.1-D, 2-D, 2-4
Date Closed: 03/17/1994
Case Type: Soil Only
Record ID: RO0002554

Region: ORANGE
Facility Id: 93UT065
Current Status: Not reported
Released Substance: Gasoline-Automotive (motor gasoline and additives), leaded & unleaded
Date Closed: 03/17/1994
Case Type: Not reported
Record ID: RO0002554

LUST REG 8:

Region: 8
County: Orange
Regional Board: Santa Ana Region
Facility Status: Case Closed
Case Number: 083002399T
Local Case Num: 93UT065
Case Type: Soil only
Substance: 12034,800661
Qty Leaked: 0
Abate Method: Not reported
Cross Street: Not reported
Enf Type: Not reported
Funding: Not reported
How Discovered: Tank Closure
How Stopped: Close Tank
Leak Cause: Unknown
Leak Source: Unknown
Global ID: T0605901720
How Stopped Date: 9/9/9999
Enter Date: Not reported
Review Date: Not reported
Prelim Assess: Not reported
Discover Date: 7/19/1993
Enforcement Date: Not reported
Close Date: 3/17/1994
Workplan: Not reported
Pollution Char: Not reported
Remed Plan: Not reported
Remed Action: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

ORANGE COUNTY FIRE STATIO (Continued)

S103641172

Monitoring: Not reported
Enter Date: Not reported
GW Qualifies: Not reported
Soil Qualifies: Not reported
Operator: Not reported
Facility Contact: Not reported
Interim: Not reported
Oversite Program: LUST
Latitude: 33.891236
Longitude: -117.7671608
MTBE Date: Not reported
Max MTBE GW: Not reported
MTBE Concentration: 0
Max MTBE Soil: Not reported
MTBE Fuel: 0
MTBE Tested: Not Required to be Tested.
MTBE Class: *
Staff: NOM
Staff Initials: AD
Lead Agency: Local Agency
Local Agency: 30000L
Hydr Basin #: Not reported
Beneficial: MUN
Priority: Not reported
Cleanup Fund Id: Not reported
Work Suspended: Not reported
Summary: Not reported

HAZNET:

Year: 1997
Gepaid: CAC001371496
Contact: ORANGE COUNTY
Telephone: 7142897860
Mailing Name: Not reported
Mailing Address: 180 S WATER ST
Mailing City,St,Zip: ORANGE, CA 928660000
Gen County: Orange
TSD EPA ID: CAD050806850
TSD County: Los Angeles
Waste Category: Oil/water separation sludge
Disposal Method: H01
Tons: 5.0040
Facility County: Orange

Count: 1 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
YORBA LINDA	S106116133	SHEA/UDC HOMES PROPERTY	UNK N LAKEVIEW & PIPER	92886	Orange Co. Industrial Site

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Number of Days to Update: Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL: National Priority List

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 09/07/2011	Source: EPA
Date Data Arrived at EDR: 10/12/2011	Telephone: N/A
Date Made Active in Reports: 03/01/2012	Last EDR Contact: 05/10/2012
Number of Days to Update: 141	Next Scheduled EDR Contact: 07/23/2012
	Data Release Frequency: Quarterly

NPL Site Boundaries

Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)
Telephone: 202-564-7333

EPA Region 1
Telephone 617-918-1143

EPA Region 6
Telephone: 214-655-6659

EPA Region 3
Telephone 215-814-5418

EPA Region 7
Telephone: 913-551-7247

EPA Region 4
Telephone 404-562-8033

EPA Region 8
Telephone: 303-312-6774

EPA Region 5
Telephone 312-886-6686

EPA Region 9
Telephone: 415-947-4246

EPA Region 10
Telephone 206-553-8665

Proposed NPL: Proposed National Priority List Sites

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 09/07/2011	Source: EPA
Date Data Arrived at EDR: 10/12/2011	Telephone: N/A
Date Made Active in Reports: 03/01/2012	Last EDR Contact: 04/05/2012
Number of Days to Update: 141	Next Scheduled EDR Contact: 07/23/2012
	Data Release Frequency: Quarterly

NPL LIENS: Federal Superfund Liens

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

Date of Government Version: 10/15/1991	Source: EPA
Date Data Arrived at EDR: 02/02/1994	Telephone: 202-564-4267
Date Made Active in Reports: 03/30/1994	Last EDR Contact: 08/15/2011
Number of Days to Update: 56	Next Scheduled EDR Contact: 11/28/2011
	Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Federal Delisted NPL site list

DELISTED NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 09/07/2011	Source: EPA
Date Data Arrived at EDR: 10/12/2011	Telephone: N/A
Date Made Active in Reports: 03/01/2012	Last EDR Contact: 04/05/2012
Number of Days to Update: 141	Next Scheduled EDR Contact: 07/23/2012
	Data Release Frequency: Quarterly

Federal CERCLIS list

CERCLIS: Comprehensive Environmental Response, Compensation, and Liability Information System

CERCLIS contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). CERCLIS contains sites which are either proposed to or on the National Priorities List (NPL) and sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 12/27/2011	Source: EPA
Date Data Arrived at EDR: 02/27/2012	Telephone: 703-412-9810
Date Made Active in Reports: 03/12/2012	Last EDR Contact: 04/05/2012
Number of Days to Update: 14	Next Scheduled EDR Contact: 06/11/2012
	Data Release Frequency: Quarterly

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 12/10/2010	Source: Environmental Protection Agency
Date Data Arrived at EDR: 01/11/2011	Telephone: 703-603-8704
Date Made Active in Reports: 02/16/2011	Last EDR Contact: 04/12/2012
Number of Days to Update: 36	Next Scheduled EDR Contact: 07/23/2012
	Data Release Frequency: Varies

Federal CERCLIS NFRAP site List

CERCLIS-NFRAP: CERCLIS No Further Remedial Action Planned

Archived sites are sites that have been removed and archived from the inventory of CERCLIS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

Date of Government Version: 12/28/2011	Source: EPA
Date Data Arrived at EDR: 02/27/2012	Telephone: 703-412-9810
Date Made Active in Reports: 03/12/2012	Last EDR Contact: 04/05/2012
Number of Days to Update: 14	Next Scheduled EDR Contact: 06/11/2012
	Data Release Frequency: Quarterly

Federal RCRA CORRACTS facilities list

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 08/19/2011
Date Data Arrived at EDR: 08/31/2011
Date Made Active in Reports: 01/10/2012
Number of Days to Update: 132

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 02/13/2012
Next Scheduled EDR Contact: 05/28/2012
Data Release Frequency: Quarterly

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF: RCRA - Treatment, Storage and Disposal

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 11/10/2011
Date Data Arrived at EDR: 01/05/2012
Date Made Active in Reports: 03/12/2012
Number of Days to Update: 67

Source: Environmental Protection Agency
Telephone: (415) 495-8895
Last EDR Contact: 04/04/2012
Next Scheduled EDR Contact: 07/16/2012
Data Release Frequency: Quarterly

Federal RCRA generators list

RCRA-LQG: RCRA - Large Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 11/10/2011
Date Data Arrived at EDR: 01/05/2012
Date Made Active in Reports: 03/12/2012
Number of Days to Update: 67

Source: Environmental Protection Agency
Telephone: (415) 495-8895
Last EDR Contact: 04/04/2012
Next Scheduled EDR Contact: 07/16/2012
Data Release Frequency: Quarterly

RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 11/10/2011
Date Data Arrived at EDR: 01/05/2012
Date Made Active in Reports: 03/12/2012
Number of Days to Update: 67

Source: Environmental Protection Agency
Telephone: (415) 495-8895
Last EDR Contact: 04/04/2012
Next Scheduled EDR Contact: 07/16/2012
Data Release Frequency: Quarterly

RCRA-CESQG: RCRA - Conditionally Exempt Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Conditionally exempt small quantity generators (CESQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 11/10/2011
Date Data Arrived at EDR: 01/05/2012
Date Made Active in Reports: 03/12/2012
Number of Days to Update: 67

Source: Environmental Protection Agency
Telephone: (415) 495-8895
Last EDR Contact: 04/04/2012
Next Scheduled EDR Contact: 07/16/2012
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Federal institutional controls / engineering controls registries

US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 12/30/2011	Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/30/2011	Telephone: 703-603-0695
Date Made Active in Reports: 01/10/2012	Last EDR Contact: 03/12/2012
Number of Days to Update: 11	Next Scheduled EDR Contact: 06/25/2012
	Data Release Frequency: Varies

US INST CONTROL: Sites with Institutional Controls

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 12/30/2011	Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/30/2011	Telephone: 703-603-0695
Date Made Active in Reports: 01/10/2012	Last EDR Contact: 03/12/2012
Number of Days to Update: 11	Next Scheduled EDR Contact: 06/25/2012
	Data Release Frequency: Varies

Federal ERNS list

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 10/03/2011	Source: National Response Center, United States Coast Guard
Date Data Arrived at EDR: 10/04/2011	Telephone: 202-267-2180
Date Made Active in Reports: 11/11/2011	Last EDR Contact: 04/03/2012
Number of Days to Update: 38	Next Scheduled EDR Contact: 07/16/2012
	Data Release Frequency: Annually

State- and tribal - equivalent NPL

RESPONSE: State Response Sites

Identifies confirmed release sites where DTSC is involved in remediation, either in a lead or oversight capacity. These confirmed release sites are generally high-priority and high potential risk.

Date of Government Version: 03/14/2012	Source: Department of Toxic Substances Control
Date Data Arrived at EDR: 03/15/2012	Telephone: 916-323-3400
Date Made Active in Reports: 04/02/2012	Last EDR Contact: 05/08/2012
Number of Days to Update: 18	Next Scheduled EDR Contact: 08/20/2012
	Data Release Frequency: Quarterly

State- and tribal - equivalent CERCLIS

ENVIROSTOR: EnviroStor Database

The Department of Toxic Substances Control's (DTSC's) Site Mitigation and Brownfields Reuse Program's (SMBRP's) EnviroStor database identifies sites that have known contamination or sites for which there may be reasons to investigate further. The database includes the following site types: Federal Superfund sites (National Priorities List (NPL)); State Response, including Military Facilities and State Superfund; Voluntary Cleanup; and School sites. EnviroStor provides similar information to the information that was available in CalSites, and provides additional site information, including, but not limited to, identification of formerly-contaminated properties that have been released for reuse, properties where environmental deed restrictions have been recorded to prevent inappropriate land uses, and risk characterization information that is used to assess potential impacts to public health and the environment at contaminated sites.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 03/14/2012
Date Data Arrived at EDR: 03/15/2012
Date Made Active in Reports: 04/02/2012
Number of Days to Update: 18

Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 05/08/2012
Next Scheduled EDR Contact: 08/20/2012
Data Release Frequency: Quarterly

State and tribal landfill and/or solid waste disposal site lists

SWF/LF (SWIS): Solid Waste Information System

Active, Closed and Inactive Landfills. SWF/LF records typically contain an inventory of solid waste disposal facilities or landfills. These may be active or inactive facilities or open dumps that failed to meet RCRA Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 02/20/2012
Date Data Arrived at EDR: 02/20/2012
Date Made Active in Reports: 03/29/2012
Number of Days to Update: 38

Source: Department of Resources Recycling and Recovery
Telephone: 916-341-6320
Last EDR Contact: 02/20/2012
Next Scheduled EDR Contact: 06/04/2012
Data Release Frequency: Quarterly

State and tribal leaking storage tank lists

LUST REG 7: Leaking Underground Storage Tank Case Listing

Leaking Underground Storage Tank locations. Imperial, Riverside, San Diego, Santa Barbara counties.

Date of Government Version: 02/26/2004
Date Data Arrived at EDR: 02/26/2004
Date Made Active in Reports: 03/24/2004
Number of Days to Update: 27

Source: California Regional Water Quality Control Board Colorado River Basin Region (7)
Telephone: 760-776-8943
Last EDR Contact: 08/01/2011
Next Scheduled EDR Contact: 11/14/2011
Data Release Frequency: No Update Planned

LUST REG 5: Leaking Underground Storage Tank Database

Leaking Underground Storage Tank locations. Alameda, Alpine, Amador, Butte, Colusa, Contra Costa, Calveras, El Dorado, Fresno, Glenn, Kern, Kings, Lake, Lassen, Madera, Mariposa, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Solano, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, Yolo, Yuba counties.

Date of Government Version: 07/01/2008
Date Data Arrived at EDR: 07/22/2008
Date Made Active in Reports: 07/31/2008
Number of Days to Update: 9

Source: California Regional Water Quality Control Board Central Valley Region (5)
Telephone: 916-464-4834
Last EDR Contact: 07/01/2011
Next Scheduled EDR Contact: 10/17/2011
Data Release Frequency: Quarterly

LUST REG 8: Leaking Underground Storage Tanks

California Regional Water Quality Control Board Santa Ana Region (8). For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 02/14/2005
Date Data Arrived at EDR: 02/15/2005
Date Made Active in Reports: 03/28/2005
Number of Days to Update: 41

Source: California Regional Water Quality Control Board Santa Ana Region (8)
Telephone: 909-782-4496
Last EDR Contact: 08/15/2011
Next Scheduled EDR Contact: 11/28/2011
Data Release Frequency: Varies

LUST REG 4: Underground Storage Tank Leak List

Los Angeles, Ventura counties. For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 09/07/2004
Date Data Arrived at EDR: 09/07/2004
Date Made Active in Reports: 10/12/2004
Number of Days to Update: 35

Source: California Regional Water Quality Control Board Los Angeles Region (4)
Telephone: 213-576-6710
Last EDR Contact: 09/06/2011
Next Scheduled EDR Contact: 12/19/2011
Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

LUST REG 1: Active Toxic Site Investigation

Del Norte, Humboldt, Lake, Mendocino, Modoc, Siskiyou, Sonoma, Trinity counties. For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 02/01/2001	Source: California Regional Water Quality Control Board North Coast (1)
Date Data Arrived at EDR: 02/28/2001	Telephone: 707-570-3769
Date Made Active in Reports: 03/29/2001	Last EDR Contact: 08/01/2011
Number of Days to Update: 29	Next Scheduled EDR Contact: 11/14/2011
	Data Release Frequency: No Update Planned

LUST REG 6V: Leaking Underground Storage Tank Case Listing

Leaking Underground Storage Tank locations. Inyo, Kern, Los Angeles, Mono, San Bernardino counties.

Date of Government Version: 06/07/2005	Source: California Regional Water Quality Control Board Victorville Branch Office (6)
Date Data Arrived at EDR: 06/07/2005	Telephone: 760-241-7365
Date Made Active in Reports: 06/29/2005	Last EDR Contact: 09/12/2011
Number of Days to Update: 22	Next Scheduled EDR Contact: 12/26/2011
	Data Release Frequency: No Update Planned

LUST REG 2: Fuel Leak List

Leaking Underground Storage Tank locations. Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, Sonoma counties.

Date of Government Version: 09/30/2004	Source: California Regional Water Quality Control Board San Francisco Bay Region (2)
Date Data Arrived at EDR: 10/20/2004	Telephone: 510-622-2433
Date Made Active in Reports: 11/19/2004	Last EDR Contact: 09/19/2011
Number of Days to Update: 30	Next Scheduled EDR Contact: 01/02/2012
	Data Release Frequency: Quarterly

LUST REG 6L: Leaking Underground Storage Tank Case Listing

For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 09/09/2003	Source: California Regional Water Quality Control Board Lahontan Region (6)
Date Data Arrived at EDR: 09/10/2003	Telephone: 530-542-5572
Date Made Active in Reports: 10/07/2003	Last EDR Contact: 09/12/2011
Number of Days to Update: 27	Next Scheduled EDR Contact: 12/26/2011
	Data Release Frequency: No Update Planned

LUST: Geotracker's Leaking Underground Fuel Tank Report

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state. For more information on a particular leaking underground storage tank sites, please contact the appropriate regulatory agency.

Date of Government Version: 03/19/2012	Source: State Water Resources Control Board
Date Data Arrived at EDR: 03/21/2012	Telephone: see region list
Date Made Active in Reports: 05/08/2012	Last EDR Contact: 05/10/2012
Number of Days to Update: 48	Next Scheduled EDR Contact: 07/02/2012
	Data Release Frequency: Quarterly

LUST REG 9: Leaking Underground Storage Tank Report

Orange, Riverside, San Diego counties. For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 03/01/2001	Source: California Regional Water Quality Control Board San Diego Region (9)
Date Data Arrived at EDR: 04/23/2001	Telephone: 858-637-5595
Date Made Active in Reports: 05/21/2001	Last EDR Contact: 09/26/2011
Number of Days to Update: 28	Next Scheduled EDR Contact: 01/09/2012
	Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

LUST REG 3: Leaking Underground Storage Tank Database

Leaking Underground Storage Tank locations, Monterey, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz counties.

Date of Government Version: 05/19/2003
Date Data Arrived at EDR: 05/19/2003
Date Made Active in Reports: 06/02/2003
Number of Days to Update: 14

Source: California Regional Water Quality Control Board Central Coast Region (3)
Telephone: 805-542-4786
Last EDR Contact: 07/18/2011
Next Scheduled EDR Contact: 10/31/2011
Data Release Frequency: No Update Planned

SLIC: Statewide SLIC Cases

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 03/19/2012
Date Data Arrived at EDR: 03/21/2012
Date Made Active in Reports: 05/08/2012
Number of Days to Update: 48

Source: State Water Resources Control Board
Telephone: 866-480-1028
Last EDR Contact: 05/10/2012
Next Scheduled EDR Contact: 07/02/2012
Data Release Frequency: Varies

SLIC REG 1: Active Toxic Site Investigations

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 04/03/2003
Date Data Arrived at EDR: 04/07/2003
Date Made Active in Reports: 04/25/2003
Number of Days to Update: 18

Source: California Regional Water Quality Control Board, North Coast Region (1)
Telephone: 707-576-2220
Last EDR Contact: 08/01/2011
Next Scheduled EDR Contact: 11/14/2011
Data Release Frequency: No Update Planned

SLIC REG 2: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 09/30/2004
Date Data Arrived at EDR: 10/20/2004
Date Made Active in Reports: 11/19/2004
Number of Days to Update: 30

Source: Regional Water Quality Control Board San Francisco Bay Region (2)
Telephone: 510-286-0457
Last EDR Contact: 09/19/2011
Next Scheduled EDR Contact: 01/02/2012
Data Release Frequency: Quarterly

SLIC REG 3: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 05/18/2006
Date Data Arrived at EDR: 05/18/2006
Date Made Active in Reports: 06/15/2006
Number of Days to Update: 28

Source: California Regional Water Quality Control Board Central Coast Region (3)
Telephone: 805-549-3147
Last EDR Contact: 07/18/2011
Next Scheduled EDR Contact: 10/31/2011
Data Release Frequency: Semi-Annually

SLIC REG 4: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 11/17/2004
Date Data Arrived at EDR: 11/18/2004
Date Made Active in Reports: 01/04/2005
Number of Days to Update: 47

Source: Region Water Quality Control Board Los Angeles Region (4)
Telephone: 213-576-6600
Last EDR Contact: 07/01/2011
Next Scheduled EDR Contact: 10/17/2011
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

SLIC REG 5: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 04/01/2005

Date Data Arrived at EDR: 04/05/2005

Date Made Active in Reports: 04/21/2005

Number of Days to Update: 16

Source: Regional Water Quality Control Board Central Valley Region (5)

Telephone: 916-464-3291

Last EDR Contact: 09/12/2011

Next Scheduled EDR Contact: 12/26/2011

Data Release Frequency: Semi-Annually

SLIC REG 6V: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 05/24/2005

Date Data Arrived at EDR: 05/25/2005

Date Made Active in Reports: 06/16/2005

Number of Days to Update: 22

Source: Regional Water Quality Control Board, Victorville Branch

Telephone: 619-241-6583

Last EDR Contact: 08/15/2011

Next Scheduled EDR Contact: 11/28/2011

Data Release Frequency: Semi-Annually

SLIC REG 6L: SLIC Sites

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 09/07/2004

Date Data Arrived at EDR: 09/07/2004

Date Made Active in Reports: 10/12/2004

Number of Days to Update: 35

Source: California Regional Water Quality Control Board, Lahontan Region

Telephone: 530-542-5574

Last EDR Contact: 08/15/2011

Next Scheduled EDR Contact: 11/28/2011

Data Release Frequency: No Update Planned

SLIC REG 7: SLIC List

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 11/24/2004

Date Data Arrived at EDR: 11/29/2004

Date Made Active in Reports: 01/04/2005

Number of Days to Update: 36

Source: California Regional Quality Control Board, Colorado River Basin Region

Telephone: 760-346-7491

Last EDR Contact: 08/01/2011

Next Scheduled EDR Contact: 11/14/2011

Data Release Frequency: No Update Planned

SLIC REG 8: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 04/03/2008

Date Data Arrived at EDR: 04/03/2008

Date Made Active in Reports: 04/14/2008

Number of Days to Update: 11

Source: California Region Water Quality Control Board Santa Ana Region (8)

Telephone: 951-782-3298

Last EDR Contact: 09/12/2011

Next Scheduled EDR Contact: 12/26/2011

Data Release Frequency: Semi-Annually

SLIC REG 9: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing

The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 09/10/2007

Date Data Arrived at EDR: 09/11/2007

Date Made Active in Reports: 09/28/2007

Number of Days to Update: 17

Source: California Regional Water Quality Control Board San Diego Region (9)

Telephone: 858-467-2980

Last EDR Contact: 08/08/2011

Next Scheduled EDR Contact: 11/21/2011

Data Release Frequency: Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 09/12/2011	Source: EPA Region 6
Date Data Arrived at EDR: 09/13/2011	Telephone: 214-665-6597
Date Made Active in Reports: 11/11/2011	Last EDR Contact: 04/23/2012
Number of Days to Update: 59	Next Scheduled EDR Contact: 08/13/2012
	Data Release Frequency: Varies

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 12/14/2011	Source: EPA Region 4
Date Data Arrived at EDR: 12/15/2011	Telephone: 404-562-8677
Date Made Active in Reports: 01/10/2012	Last EDR Contact: 04/30/2012
Number of Days to Update: 26	Next Scheduled EDR Contact: 08/13/2012
	Data Release Frequency: Semi-Annually

INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 12/05/2011	Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/07/2011	Telephone: 415-972-3372
Date Made Active in Reports: 01/10/2012	Last EDR Contact: 04/30/2012
Number of Days to Update: 34	Next Scheduled EDR Contact: 08/13/2012
	Data Release Frequency: Quarterly

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land
A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 10/01/2011	Source: EPA Region 1
Date Data Arrived at EDR: 11/01/2011	Telephone: 617-918-1313
Date Made Active in Reports: 11/11/2011	Last EDR Contact: 05/01/2012
Number of Days to Update: 10	Next Scheduled EDR Contact: 08/13/2012
	Data Release Frequency: Varies

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 11/01/2011	Source: EPA Region 7
Date Data Arrived at EDR: 11/21/2011	Telephone: 913-551-7003
Date Made Active in Reports: 01/10/2012	Last EDR Contact: 04/30/2012
Number of Days to Update: 50	Next Scheduled EDR Contact: 08/13/2012
	Data Release Frequency: Varies

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 11/02/2011	Source: EPA Region 10
Date Data Arrived at EDR: 11/04/2011	Telephone: 206-553-2857
Date Made Active in Reports: 11/11/2011	Last EDR Contact: 04/30/2012
Number of Days to Update: 7	Next Scheduled EDR Contact: 08/13/2012
	Data Release Frequency: Quarterly

INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 08/18/2011	Source: EPA Region 8
Date Data Arrived at EDR: 08/19/2011	Telephone: 303-312-6271
Date Made Active in Reports: 09/13/2011	Last EDR Contact: 04/30/2012
Number of Days to Update: 25	Next Scheduled EDR Contact: 08/13/2012
	Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

State and tribal registered storage tank lists

UST: Active UST Facilities

Active UST facilities gathered from the local regulatory agencies

Date of Government Version: 03/19/2012	Source: SWRCB
Date Data Arrived at EDR: 03/21/2012	Telephone: 916-341-5851
Date Made Active in Reports: 05/08/2012	Last EDR Contact: 05/10/2012
Number of Days to Update: 48	Next Scheduled EDR Contact: 07/02/2012
	Data Release Frequency: Semi-Annually

AST: Aboveground Petroleum Storage Tank Facilities

Registered Aboveground Storage Tanks.

Date of Government Version: 08/01/2009	Source: State Water Resources Control Board
Date Data Arrived at EDR: 09/10/2009	Telephone: 916-327-5092
Date Made Active in Reports: 10/01/2009	Last EDR Contact: 01/23/2012
Number of Days to Update: 21	Next Scheduled EDR Contact: 04/23/2012
	Data Release Frequency: Quarterly

INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 05/10/2011	Source: EPA Region 6
Date Data Arrived at EDR: 05/11/2011	Telephone: 214-665-7591
Date Made Active in Reports: 06/14/2011	Last EDR Contact: 04/23/2012
Number of Days to Update: 34	Next Scheduled EDR Contact: 08/13/2012
	Data Release Frequency: Semi-Annually

INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 07/01/2011	Source: EPA Region 5
Date Data Arrived at EDR: 08/26/2011	Telephone: 312-886-6136
Date Made Active in Reports: 09/13/2011	Last EDR Contact: 04/30/2012
Number of Days to Update: 18	Next Scheduled EDR Contact: 08/13/2012
	Data Release Frequency: Varies

INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 12/14/2011	Source: EPA Region 4
Date Data Arrived at EDR: 12/15/2011	Telephone: 404-562-9424
Date Made Active in Reports: 01/10/2012	Last EDR Contact: 04/30/2012
Number of Days to Update: 26	Next Scheduled EDR Contact: 08/13/2012
	Data Release Frequency: Semi-Annually

INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 11/28/2011	Source: EPA Region 9
Date Data Arrived at EDR: 11/29/2011	Telephone: 415-972-3368
Date Made Active in Reports: 01/10/2012	Last EDR Contact: 04/30/2012
Number of Days to Update: 42	Next Scheduled EDR Contact: 08/13/2012
	Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN UST R8: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 08/18/2011	Source: EPA Region 8
Date Data Arrived at EDR: 08/19/2011	Telephone: 303-312-6137
Date Made Active in Reports: 09/13/2011	Last EDR Contact: 04/30/2012
Number of Days to Update: 25	Next Scheduled EDR Contact: 08/13/2012
	Data Release Frequency: Quarterly

INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 11/02/2011	Source: EPA Region 10
Date Data Arrived at EDR: 11/04/2011	Telephone: 206-553-2857
Date Made Active in Reports: 11/11/2011	Last EDR Contact: 04/30/2012
Number of Days to Update: 7	Next Scheduled EDR Contact: 08/13/2012
	Data Release Frequency: Quarterly

INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 10/01/2011	Source: EPA, Region 1
Date Data Arrived at EDR: 11/01/2011	Telephone: 617-918-1313
Date Made Active in Reports: 11/11/2011	Last EDR Contact: 05/01/2012
Number of Days to Update: 10	Next Scheduled EDR Contact: 08/13/2012
	Data Release Frequency: Varies

INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 11/01/2011	Source: EPA Region 7
Date Data Arrived at EDR: 11/21/2011	Telephone: 913-551-7003
Date Made Active in Reports: 01/10/2012	Last EDR Contact: 04/30/2012
Number of Days to Update: 50	Next Scheduled EDR Contact: 08/13/2012
	Data Release Frequency: Varies

FEMA UST: Underground Storage Tank Listing

A listing of all FEMA owned underground storage tanks.

Date of Government Version: 01/01/2010	Source: FEMA
Date Data Arrived at EDR: 02/16/2010	Telephone: 202-646-5797
Date Made Active in Reports: 04/12/2010	Last EDR Contact: 04/10/2012
Number of Days to Update: 55	Next Scheduled EDR Contact: 07/30/2012
	Data Release Frequency: Varies

State and tribal voluntary cleanup sites

INDIAN VCP R1: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 08/04/2011	Source: EPA, Region 1
Date Data Arrived at EDR: 10/04/2011	Telephone: 617-918-1102
Date Made Active in Reports: 11/11/2011	Last EDR Contact: 04/03/2012
Number of Days to Update: 38	Next Scheduled EDR Contact: 07/16/2012
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN VCP R7: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008

Source: EPA, Region 7

Date Data Arrived at EDR: 04/22/2008

Telephone: 913-551-7365

Date Made Active in Reports: 05/19/2008

Last EDR Contact: 04/20/2009

Number of Days to Update: 27

Next Scheduled EDR Contact: 07/20/2009

Data Release Frequency: Varies

VCP: Voluntary Cleanup Program Properties

Contains low threat level properties with either confirmed or unconfirmed releases and the project proponents have request that DTSC oversee investigation and/or cleanup activities and have agreed to provide coverage for DTSC's costs.

Date of Government Version: 03/14/2012

Source: Department of Toxic Substances Control

Date Data Arrived at EDR: 03/15/2012

Telephone: 916-323-3400

Date Made Active in Reports: 04/02/2012

Last EDR Contact: 05/08/2012

Number of Days to Update: 18

Next Scheduled EDR Contact: 08/20/2012

Data Release Frequency: Quarterly

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS: A Listing of Brownfields Sites

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 06/27/2011

Source: Environmental Protection Agency

Date Data Arrived at EDR: 06/27/2011

Telephone: 202-566-2777

Date Made Active in Reports: 09/13/2011

Last EDR Contact: 04/03/2012

Number of Days to Update: 78

Next Scheduled EDR Contact: 07/09/2012

Data Release Frequency: Semi-Annually

Local Lists of Landfill / Solid Waste Disposal Sites

DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations

A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009

Source: EPA, Region 9

Date Data Arrived at EDR: 05/07/2009

Telephone: 415-947-4219

Date Made Active in Reports: 09/21/2009

Last EDR Contact: 03/26/2012

Number of Days to Update: 137

Next Scheduled EDR Contact: 07/09/2012

Data Release Frequency: No Update Planned

ODI: Open Dump Inventory

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985

Source: Environmental Protection Agency

Date Data Arrived at EDR: 08/09/2004

Telephone: 800-424-9346

Date Made Active in Reports: 09/17/2004

Last EDR Contact: 06/09/2004

Number of Days to Update: 39

Next Scheduled EDR Contact: N/A

Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

WMUDS/SWAT: Waste Management Unit Database

Waste Management Unit Database System. WMUDS is used by the State Water Resources Control Board staff and the Regional Water Quality Control Boards for program tracking and inventory of waste management units. WMUDS is composed of the following databases: Facility Information, Scheduled Inspections Information, Waste Management Unit Information, SWAT Program Information, SWAT Report Summary Information, SWAT Report Summary Data, Chapter 15 (formerly Subchapter 15) Information, Chapter 15 Monitoring Parameters, TPCA Program Information, RCRA Program Information, Closure Information, and Interested Parties Information.

Date of Government Version: 04/01/2000
Date Data Arrived at EDR: 04/10/2000
Date Made Active in Reports: 05/10/2000
Number of Days to Update: 30

Source: State Water Resources Control Board
Telephone: 916-227-4448
Last EDR Contact: 02/13/2012
Next Scheduled EDR Contact: 05/28/2012
Data Release Frequency: No Update Planned

SWRCY: Recycler Database

A listing of recycling facilities in California.

Date of Government Version: 03/12/2012
Date Data Arrived at EDR: 03/21/2012
Date Made Active in Reports: 05/08/2012
Number of Days to Update: 48

Source: Department of Conservation
Telephone: 916-323-3836
Last EDR Contact: 03/21/2012
Next Scheduled EDR Contact: 07/02/2012
Data Release Frequency: Quarterly

HAULERS: Registered Waste Tire Haulers Listing

A listing of registered waste tire haulers.

Date of Government Version: 01/20/2012
Date Data Arrived at EDR: 01/24/2012
Date Made Active in Reports: 02/21/2012
Number of Days to Update: 28

Source: Integrated Waste Management Board
Telephone: 916-341-6422
Last EDR Contact: 04/02/2012
Next Scheduled EDR Contact: 06/04/2012
Data Release Frequency: Varies

INDIAN ODI: Report on the Status of Open Dumps on Indian Lands

Location of open dumps on Indian land.

Date of Government Version: 12/31/1998
Date Data Arrived at EDR: 12/03/2007
Date Made Active in Reports: 01/24/2008
Number of Days to Update: 52

Source: Environmental Protection Agency
Telephone: 703-308-8245
Last EDR Contact: 05/07/2012
Next Scheduled EDR Contact: 08/20/2012
Data Release Frequency: Varies

Local Lists of Hazardous waste / Contaminated Sites

US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 10/07/2011
Date Data Arrived at EDR: 12/09/2011
Date Made Active in Reports: 01/10/2012
Number of Days to Update: 32

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 03/06/2012
Next Scheduled EDR Contact: 06/18/2012
Data Release Frequency: Quarterly

HIST CAL-SITES: Calsites Database

The Calsites database contains potential or confirmed hazardous substance release properties. In 1996, California EPA reevaluated and significantly reduced the number of sites in the Calsites database. No longer updated by the state agency. It has been replaced by ENVIROSTOR.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 08/08/2005
Date Data Arrived at EDR: 08/03/2006
Date Made Active in Reports: 08/24/2006
Number of Days to Update: 21

Source: Department of Toxic Substance Control
Telephone: 916-323-3400
Last EDR Contact: 02/23/2009
Next Scheduled EDR Contact: 05/25/2009
Data Release Frequency: No Update Planned

SCH: School Property Evaluation Program

This category contains proposed and existing school sites that are being evaluated by DTSC for possible hazardous materials contamination. In some cases, these properties may be listed in the CalSites category depending on the level of threat to public health and safety or the environment they pose.

Date of Government Version: 03/14/2012
Date Data Arrived at EDR: 03/15/2012
Date Made Active in Reports: 04/02/2012
Number of Days to Update: 18

Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 05/08/2012
Next Scheduled EDR Contact: 08/20/2012
Data Release Frequency: Quarterly

TOXIC PITS: Toxic Pits Cleanup Act Sites

Toxic PITS Cleanup Act Sites. TOXIC PITS identifies sites suspected of containing hazardous substances where cleanup has not yet been completed.

Date of Government Version: 07/01/1995
Date Data Arrived at EDR: 08/30/1995
Date Made Active in Reports: 09/26/1995
Number of Days to Update: 27

Source: State Water Resources Control Board
Telephone: 916-227-4364
Last EDR Contact: 01/26/2009
Next Scheduled EDR Contact: 04/27/2009
Data Release Frequency: No Update Planned

CDL: Clandestine Drug Labs

A listing of drug lab locations. Listing of a location in this database does not indicate that any illegal drug lab materials were or were not present there, and does not constitute a determination that the location either requires or does not require additional cleanup work.

Date of Government Version: 12/31/2011
Date Data Arrived at EDR: 02/14/2012
Date Made Active in Reports: 02/21/2012
Number of Days to Update: 7

Source: Department of Toxic Substances Control
Telephone: 916-255-6504
Last EDR Contact: 04/02/2012
Next Scheduled EDR Contact: 07/16/2012
Data Release Frequency: Varies

US HIST CDL: National Clandestine Laboratory Register

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 09/01/2007
Date Data Arrived at EDR: 11/19/2008
Date Made Active in Reports: 03/30/2009
Number of Days to Update: 131

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 03/23/2009
Next Scheduled EDR Contact: 06/22/2009
Data Release Frequency: No Update Planned

Local Lists of Registered Storage Tanks

CA FID UST: Facility Inventory Database

The Facility Inventory Database (FID) contains a historical listing of active and inactive underground storage tank locations from the State Water Resource Control Board. Refer to local/county source for current data.

Date of Government Version: 10/31/1994
Date Data Arrived at EDR: 09/05/1995
Date Made Active in Reports: 09/29/1995
Number of Days to Update: 24

Source: California Environmental Protection Agency
Telephone: 916-341-5851
Last EDR Contact: 12/28/1998
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

UST MENDOCINO: Mendocino County UST Database

A listing of underground storage tank locations in Mendocino County.

Date of Government Version: 09/23/2009	Source: Department of Public Health
Date Data Arrived at EDR: 09/23/2009	Telephone: 707-463-4466
Date Made Active in Reports: 10/01/2009	Last EDR Contact: 12/05/2012
Number of Days to Update: 8	Next Scheduled EDR Contact: 06/18/2012
	Data Release Frequency: Annually

HIST UST: Hazardous Substance Storage Container Database

The Hazardous Substance Storage Container Database is a historical listing of UST sites. Refer to local/county source for current data.

Date of Government Version: 10/15/1990	Source: State Water Resources Control Board
Date Data Arrived at EDR: 01/25/1991	Telephone: 916-341-5851
Date Made Active in Reports: 02/12/1991	Last EDR Contact: 07/26/2001
Number of Days to Update: 18	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

SWEEPS UST: SWEEPS UST Listing

Statewide Environmental Evaluation and Planning System. This underground storage tank listing was updated and maintained by a company contacted by the SWRCB in the early 1990's. The listing is no longer updated or maintained. The local agency is the contact for more information on a site on the SWEEPS list.

Date of Government Version: 06/01/1994	Source: State Water Resources Control Board
Date Data Arrived at EDR: 07/07/2005	Telephone: N/A
Date Made Active in Reports: 08/11/2005	Last EDR Contact: 06/03/2005
Number of Days to Update: 35	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

Local Land Records

LIENS 2: CERCLA Lien Information

A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 09/09/2011	Source: Environmental Protection Agency
Date Data Arrived at EDR: 09/16/2011	Telephone: 202-564-6023
Date Made Active in Reports: 09/29/2011	Last EDR Contact: 04/30/2012
Number of Days to Update: 13	Next Scheduled EDR Contact: 08/13/2012
	Data Release Frequency: Varies

LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 12/09/2005	Source: Department of the Navy
Date Data Arrived at EDR: 12/11/2006	Telephone: 843-820-7326
Date Made Active in Reports: 01/11/2007	Last EDR Contact: 04/03/2012
Number of Days to Update: 31	Next Scheduled EDR Contact: 06/04/2012
	Data Release Frequency: Varies

LIENS: Environmental Liens Listing

A listing of property locations with environmental liens for California where DTSC is a lien holder.

Date of Government Version: 03/12/2012	Source: Department of Toxic Substances Control
Date Data Arrived at EDR: 03/13/2012	Telephone: 916-323-3400
Date Made Active in Reports: 04/02/2012	Last EDR Contact: 03/12/2012
Number of Days to Update: 20	Next Scheduled EDR Contact: 06/25/2012
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

DEED: Deed Restriction Listing

Site Mitigation and Brownfields Reuse Program Facility Sites with Deed Restrictions & Hazardous Waste Management Program Facility Sites with Deed / Land Use Restriction. The DTSC Site Mitigation and Brownfields Reuse Program (SMBRP) list includes sites cleaned up under the program's oversight and generally does not include current or former hazardous waste facilities that required a hazardous waste facility permit. The list represents deed restrictions that are active. Some sites have multiple deed restrictions. The DTSC Hazardous Waste Management Program (HWMP) has developed a list of current or former hazardous waste facilities that have a recorded land use restriction at the local county recorder's office. The land use restrictions on this list were required by the DTSC HWMP as a result of the presence of hazardous substances that remain on site after the facility (or part of the facility) has been closed or cleaned up. The types of land use restriction include deed notice, deed restriction, or a land use restriction that binds current and future owners.

Date of Government Version: 03/12/2012
Date Data Arrived at EDR: 03/13/2012
Date Made Active in Reports: 04/02/2012
Number of Days to Update: 20

Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 03/13/2012
Next Scheduled EDR Contact: 06/25/2012
Data Release Frequency: Semi-Annually

Records of Emergency Release Reports

HMIRS: Hazardous Materials Information Reporting System

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 10/04/2011
Date Data Arrived at EDR: 10/04/2011
Date Made Active in Reports: 11/11/2011
Number of Days to Update: 38

Source: U.S. Department of Transportation
Telephone: 202-366-4555
Last EDR Contact: 04/03/2012
Next Scheduled EDR Contact: 07/16/2012
Data Release Frequency: Annually

CHMIRS: California Hazardous Material Incident Report System

California Hazardous Material Incident Reporting System. CHMIRS contains information on reported hazardous material incidents (accidental releases or spills).

Date of Government Version: 12/31/2010
Date Data Arrived at EDR: 05/03/2011
Date Made Active in Reports: 06/15/2011
Number of Days to Update: 43

Source: Office of Emergency Services
Telephone: 916-845-8400
Last EDR Contact: 05/01/2012
Next Scheduled EDR Contact: 08/13/2012
Data Release Frequency: Varies

LDS: Land Disposal Sites Listing

The Land Disposal program regulates of waste discharge to land for treatment, storage and disposal in waste management units.

Date of Government Version: 03/19/2012
Date Data Arrived at EDR: 03/21/2012
Date Made Active in Reports: 05/08/2012
Number of Days to Update: 48

Source: State Water Quality Control Board
Telephone: 866-480-1028
Last EDR Contact: 05/10/2012
Next Scheduled EDR Contact: 07/02/2012
Data Release Frequency: Quarterly

MCS: Military Cleanup Sites Listing

The State Water Resources Control Board and nine Regional Water Quality Control Boards partner with the Department of Defense (DoD) through the Defense and State Memorandum of Agreement (DSMOA) to oversee the investigation and remediation of water quality issues at military facilities.

Date of Government Version: 03/19/2012
Date Data Arrived at EDR: 03/21/2012
Date Made Active in Reports: 05/08/2012
Number of Days to Update: 48

Source: State Water Resources Control Board
Telephone: 866-480-1028
Last EDR Contact: 05/10/2012
Next Scheduled EDR Contact: 07/02/2012
Data Release Frequency: Quarterly

Other Ascertainable Records

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

RCRA-NonGen: RCRA - Non Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 11/10/2011	Source: Environmental Protection Agency
Date Data Arrived at EDR: 01/05/2012	Telephone: (415) 495-8895
Date Made Active in Reports: 03/12/2012	Last EDR Contact: 04/04/2012
Number of Days to Update: 67	Next Scheduled EDR Contact: 07/16/2012
	Data Release Frequency: Varies

DOT OPS: Incident and Accident Data

Department of Transportation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 07/29/2011	Source: Department of Transportation, Office of Pipeline Safety
Date Data Arrived at EDR: 08/09/2011	Telephone: 202-366-4595
Date Made Active in Reports: 11/11/2011	Last EDR Contact: 05/08/2012
Number of Days to Update: 94	Next Scheduled EDR Contact: 08/20/2012
	Data Release Frequency: Varies

DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 12/31/2005	Source: USGS
Date Data Arrived at EDR: 11/10/2006	Telephone: 888-275-8747
Date Made Active in Reports: 01/11/2007	Last EDR Contact: 04/16/2012
Number of Days to Update: 62	Next Scheduled EDR Contact: 07/30/2012
	Data Release Frequency: Semi-Annually

FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 12/31/2009	Source: U.S. Army Corps of Engineers
Date Data Arrived at EDR: 08/12/2010	Telephone: 202-528-4285
Date Made Active in Reports: 12/02/2010	Last EDR Contact: 03/12/2012
Number of Days to Update: 112	Next Scheduled EDR Contact: 06/25/2012
	Data Release Frequency: Varies

CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 12/01/2011	Source: Department of Justice, Consent Decree Library
Date Data Arrived at EDR: 01/25/2012	Telephone: Varies
Date Made Active in Reports: 03/01/2012	Last EDR Contact: 04/02/2012
Number of Days to Update: 36	Next Scheduled EDR Contact: 07/16/2012
	Data Release Frequency: Varies

ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 09/28/2011	Source: EPA
Date Data Arrived at EDR: 12/14/2011	Telephone: 703-416-0223
Date Made Active in Reports: 01/10/2012	Last EDR Contact: 03/14/2012
Number of Days to Update: 27	Next Scheduled EDR Contact: 06/25/2012
	Data Release Frequency: Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 09/14/2010	Source: Department of Energy
Date Data Arrived at EDR: 10/07/2011	Telephone: 505-845-0011
Date Made Active in Reports: 03/01/2012	Last EDR Contact: 02/28/2012
Number of Days to Update: 146	Next Scheduled EDR Contact: 06/11/2012
	Data Release Frequency: Varies

MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 08/18/2011	Source: Department of Labor, Mine Safety and Health Administration
Date Data Arrived at EDR: 09/08/2011	Telephone: 303-231-5959
Date Made Active in Reports: 09/29/2011	Last EDR Contact: 03/07/2012
Number of Days to Update: 21	Next Scheduled EDR Contact: 06/18/2012
	Data Release Frequency: Semi-Annually

TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2009	Source: EPA
Date Data Arrived at EDR: 09/01/2011	Telephone: 202-566-0250
Date Made Active in Reports: 01/10/2012	Last EDR Contact: 02/28/2012
Number of Days to Update: 131	Next Scheduled EDR Contact: 06/11/2012
	Data Release Frequency: Annually

TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2006	Source: EPA
Date Data Arrived at EDR: 09/29/2010	Telephone: 202-260-5521
Date Made Active in Reports: 12/02/2010	Last EDR Contact: 03/28/2012
Number of Days to Update: 64	Next Scheduled EDR Contact: 07/09/2012
	Data Release Frequency: Every 4 Years

FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009	Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Date Data Arrived at EDR: 04/16/2009	Telephone: 202-566-1667
Date Made Active in Reports: 05/11/2009	Last EDR Contact: 02/27/2012
Number of Days to Update: 25	Next Scheduled EDR Contact: 06/11/2012
	Data Release Frequency: Quarterly

FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act) A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009	Source: EPA
Date Data Arrived at EDR: 04/16/2009	Telephone: 202-566-1667
Date Made Active in Reports: 05/11/2009	Last EDR Contact: 02/27/2012
Number of Days to Update: 25	Next Scheduled EDR Contact: 06/11/2012
	Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing

A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/01/2007	Telephone: 202-564-2501
Date Made Active in Reports: 04/10/2007	Last EDR Contact: 12/17/2007
Number of Days to Update: 40	Next Scheduled EDR Contact: 03/17/2008
	Data Release Frequency: No Update Planned

HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing

A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/01/2007	Telephone: 202-564-2501
Date Made Active in Reports: 04/10/2007	Last EDR Contact: 12/17/2008
Number of Days to Update: 40	Next Scheduled EDR Contact: 03/17/2008
	Data Release Frequency: No Update Planned

SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 12/31/2009	Source: EPA
Date Data Arrived at EDR: 12/10/2010	Telephone: 202-564-4203
Date Made Active in Reports: 02/25/2011	Last EDR Contact: 04/30/2012
Number of Days to Update: 77	Next Scheduled EDR Contact: 08/13/2012
	Data Release Frequency: Annually

ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 07/20/2011	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/10/2011	Telephone: 202-564-5088
Date Made Active in Reports: 01/10/2012	Last EDR Contact: 03/26/2012
Number of Days to Update: 61	Next Scheduled EDR Contact: 07/09/2012
	Data Release Frequency: Quarterly

PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 11/01/2010	Source: EPA
Date Data Arrived at EDR: 11/10/2010	Telephone: 202-566-0500
Date Made Active in Reports: 02/16/2011	Last EDR Contact: 04/17/2012
Number of Days to Update: 98	Next Scheduled EDR Contact: 07/30/2012
	Data Release Frequency: Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

MLTS: Material Licensing Tracking System

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 06/21/2011	Source: Nuclear Regulatory Commission
Date Data Arrived at EDR: 07/15/2011	Telephone: 301-415-7169
Date Made Active in Reports: 09/13/2011	Last EDR Contact: 03/12/2012
Number of Days to Update: 60	Next Scheduled EDR Contact: 06/25/2012
	Data Release Frequency: Quarterly

RADINFO: Radiation Information Database

The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

Date of Government Version: 01/10/2012	Source: Environmental Protection Agency
Date Data Arrived at EDR: 01/12/2012	Telephone: 202-343-9775
Date Made Active in Reports: 03/01/2012	Last EDR Contact: 04/10/2012
Number of Days to Update: 49	Next Scheduled EDR Contact: 07/23/2012
	Data Release Frequency: Quarterly

FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 10/23/2011	Source: EPA
Date Data Arrived at EDR: 12/13/2011	Telephone: (415) 947-8000
Date Made Active in Reports: 03/01/2012	Last EDR Contact: 03/13/2012
Number of Days to Update: 79	Next Scheduled EDR Contact: 06/25/2012
	Data Release Frequency: Quarterly

RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995	Source: EPA
Date Data Arrived at EDR: 07/03/1995	Telephone: 202-564-4104
Date Made Active in Reports: 08/07/1995	Last EDR Contact: 06/02/2008
Number of Days to Update: 35	Next Scheduled EDR Contact: 09/01/2008
	Data Release Frequency: No Update Planned

BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2009	Source: EPA/NTIS
Date Data Arrived at EDR: 03/01/2011	Telephone: 800-424-9346
Date Made Active in Reports: 05/02/2011	Last EDR Contact: 02/27/2012
Number of Days to Update: 62	Next Scheduled EDR Contact: 06/11/2012
	Data Release Frequency: Biennially

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

CA BOND EXP. PLAN: Bond Expenditure Plan

Department of Health Services developed a site-specific expenditure plan as the basis for an appropriation of Hazardous Substance Cleanup Bond Act funds. It is not updated.

Date of Government Version: 01/01/1989	Source: Department of Health Services
Date Data Arrived at EDR: 07/27/1994	Telephone: 916-255-2118
Date Made Active in Reports: 08/02/1994	Last EDR Contact: 05/31/1994
Number of Days to Update: 6	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

NPDES: NPDES Permits Listing

A listing of NPDES permits, including stormwater.

Date of Government Version: 02/20/2012	Source: State Water Resources Control Board
Date Data Arrived at EDR: 02/20/2012	Telephone: 916-445-9379
Date Made Active in Reports: 03/29/2012	Last EDR Contact: 02/20/2012
Number of Days to Update: 38	Next Scheduled EDR Contact: 06/04/2012
	Data Release Frequency: Quarterly

UIC: UIC Listing

A listing of underground control injection wells.

Date of Government Version: 12/09/2011	Source: Department of Conservation
Date Data Arrived at EDR: 02/29/2012	Telephone: 916-445-2408
Date Made Active in Reports: 04/04/2012	Last EDR Contact: 03/23/2012
Number of Days to Update: 35	Next Scheduled EDR Contact: 07/02/2012
	Data Release Frequency: Varies

WDS: Waste Discharge System

Sites which have been issued waste discharge requirements.

Date of Government Version: 06/19/2007	Source: State Water Resources Control Board
Date Data Arrived at EDR: 06/20/2007	Telephone: 916-341-5227
Date Made Active in Reports: 06/29/2007	Last EDR Contact: 02/27/2012
Number of Days to Update: 9	Next Scheduled EDR Contact: 06/11/2012
	Data Release Frequency: Quarterly

CORTESE: "Cortese" Hazardous Waste & Substances Sites List

The sites for the list are designated by the State Water Resource Control Board (LUST), the Integrated Waste Board (SWF/LS), and the Department of Toxic Substances Control (Cal-Sites).

Date of Government Version: 01/03/2012	Source: CAL EPA/Office of Emergency Information
Date Data Arrived at EDR: 01/03/2012	Telephone: 916-323-3400
Date Made Active in Reports: 01/19/2012	Last EDR Contact: 04/03/2012
Number of Days to Update: 16	Next Scheduled EDR Contact: 07/16/2012
	Data Release Frequency: Quarterly

HIST CORTESE: Hazardous Waste & Substance Site List

The sites for the list are designated by the State Water Resource Control Board [LUST], the Integrated Waste Board [SWF/LS], and the Department of Toxic Substances Control [CALSITES]. This listing is no longer updated by the state agency.

Date of Government Version: 04/01/2001	Source: Department of Toxic Substances Control
Date Data Arrived at EDR: 01/22/2009	Telephone: 916-323-3400
Date Made Active in Reports: 04/08/2009	Last EDR Contact: 01/22/2009
Number of Days to Update: 76	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

NOTIFY 65: Proposition 65 Records

Listings of all Proposition 65 incidents reported to counties by the State Water Resources Control Board and the Regional Water Quality Control Board. This database is no longer updated by the reporting agency.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/21/1993
Date Data Arrived at EDR: 11/01/1993
Date Made Active in Reports: 11/19/1993
Number of Days to Update: 18

Source: State Water Resources Control Board
Telephone: 916-445-3846
Last EDR Contact: 03/26/2012
Next Scheduled EDR Contact: 07/09/2012
Data Release Frequency: No Update Planned

DRYCLEANERS: Cleaner Facilities

A list of drycleaner related facilities that have EPA ID numbers. These are facilities with certain SIC codes: power laundries, family and commercial; garment pressing and cleaner's agents; linen supply; coin-operated laundries and cleaning; drycleaning plants, except rugs; carpet and upholster cleaning; industrial laundriers; laundry and garment services.

Date of Government Version: 01/19/2012
Date Data Arrived at EDR: 01/19/2012
Date Made Active in Reports: 02/21/2012
Number of Days to Update: 33

Source: Department of Toxic Substance Control
Telephone: 916-327-4498
Last EDR Contact: 03/12/2012
Next Scheduled EDR Contact: 06/25/2012
Data Release Frequency: Annually

WIP: Well Investigation Program Case List

Well Investigation Program case in the San Gabriel and San Fernando Valley area.

Date of Government Version: 07/03/2009
Date Data Arrived at EDR: 07/21/2009
Date Made Active in Reports: 08/03/2009
Number of Days to Update: 13

Source: Los Angeles Water Quality Control Board
Telephone: 213-576-6726
Last EDR Contact: 04/02/2012
Next Scheduled EDR Contact: 07/16/2012
Data Release Frequency: Varies

ENF: Enforcement Action Listing

A listing of Water Board Enforcement Actions. Formal is everything except Oral/Verbal Communication, Notice of Violation, Expedited Payment Letter, and Staff Enforcement Letter.

Date of Government Version: 08/15/2011
Date Data Arrived at EDR: 08/23/2011
Date Made Active in Reports: 10/03/2011
Number of Days to Update: 41

Source: State Water Resources Control Board
Telephone: 916-445-9379
Last EDR Contact: 04/30/2012
Next Scheduled EDR Contact: 08/13/2012
Data Release Frequency: Varies

HAZNET: Facility and Manifest Data

Facility and Manifest Data. The data is extracted from the copies of hazardous waste manifests received each year by the DTSC. The annual volume of manifests is typically 700,000 - 1,000,000 annually, representing approximately 350,000 - 500,000 shipments. Data are from the manifests submitted without correction, and therefore many contain some invalid values for data elements such as generator ID, TSD ID, waste category, and disposal method.

Date of Government Version: 12/31/2010
Date Data Arrived at EDR: 07/19/2011
Date Made Active in Reports: 08/16/2011
Number of Days to Update: 28

Source: California Environmental Protection Agency
Telephone: 916-255-1136
Last EDR Contact: 04/17/2012
Next Scheduled EDR Contact: 07/30/2012
Data Release Frequency: Annually

EMI: Emissions Inventory Data

Toxics and criteria pollutant emissions data collected by the ARB and local air pollution agencies.

Date of Government Version: 12/31/2008
Date Data Arrived at EDR: 09/29/2010
Date Made Active in Reports: 10/18/2010
Number of Days to Update: 19

Source: California Air Resources Board
Telephone: 916-322-2990
Last EDR Contact: 03/30/2012
Next Scheduled EDR Contact: 07/09/2012
Data Release Frequency: Varies

INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/31/2005	Source: USGS
Date Data Arrived at EDR: 12/08/2006	Telephone: 202-208-3710
Date Made Active in Reports: 01/11/2007	Last EDR Contact: 04/16/2012
Number of Days to Update: 34	Next Scheduled EDR Contact: 07/30/2012
	Data Release Frequency: Semi-Annually

SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 03/07/2011	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/09/2011	Telephone: 615-532-8599
Date Made Active in Reports: 05/02/2011	Last EDR Contact: 04/23/2012
Number of Days to Update: 54	Next Scheduled EDR Contact: 08/06/2012
	Data Release Frequency: Varies

FINANCIAL ASSURANCE 1: Financial Assurance Information Listing

Financial Assurance information

Date of Government Version: 03/01/2007	Source: Department of Toxic Substances Control
Date Data Arrived at EDR: 06/01/2007	Telephone: 916-255-3628
Date Made Active in Reports: 06/29/2007	Last EDR Contact: 05/04/2012
Number of Days to Update: 28	Next Scheduled EDR Contact: 08/13/2012
	Data Release Frequency: Varies

COAL ASH DOE: Sleam-Electric Plan Operation Data

A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2005	Source: Department of Energy
Date Data Arrived at EDR: 08/07/2009	Telephone: 202-586-8719
Date Made Active in Reports: 10/22/2009	Last EDR Contact: 04/16/2012
Number of Days to Update: 76	Next Scheduled EDR Contact: 07/30/2012
	Data Release Frequency: Varies

FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 12/31/2005	Source: U.S. Geological Survey
Date Data Arrived at EDR: 02/06/2006	Telephone: 888-275-8747
Date Made Active in Reports: 01/11/2007	Last EDR Contact: 04/16/2012
Number of Days to Update: 339	Next Scheduled EDR Contact: 07/30/2012
	Data Release Frequency: N/A

FINANCIAL ASSURANCE 2: Financial Assurance Information Listing

A listing of financial assurance information for solid waste facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 02/22/2012	Source: California Integrated Waste Management Board
Date Data Arrived at EDR: 02/24/2012	Telephone: 916-341-6066
Date Made Active in Reports: 04/04/2012	Last EDR Contact: 02/20/2012
Number of Days to Update: 40	Next Scheduled EDR Contact: 06/04/2012
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

HWP: EnviroStor Permitted Facilities Listing

Detailed information on permitted hazardous waste facilities and corrective action ("cleanups") tracked in EnviroStor.

Date of Government Version: 08/09/2010	Source: Department of Toxic Substances Control
Date Data Arrived at EDR: 08/11/2010	Telephone: 916-323-3400
Date Made Active in Reports: 08/20/2010	Last EDR Contact: 12/02/2011
Number of Days to Update: 9	Next Scheduled EDR Contact: 03/12/2012
	Data Release Frequency: Quarterly

HWT: Registered Hazardous Waste Transporter Database

A listing of hazardous waste transporters. In California, unless specifically exempted, it is unlawful for any person to transport hazardous wastes unless the person holds a valid registration issued by DTSC. A hazardous waste transporter registration is valid for one year and is assigned a unique registration number.

Date of Government Version: 04/11/2012	Source: Department of Toxic Substances Control
Date Data Arrived at EDR: 04/12/2012	Telephone: 916-440-7145
Date Made Active in Reports: 05/08/2012	Last EDR Contact: 04/12/2012
Number of Days to Update: 26	Next Scheduled EDR Contact: 07/30/2012
	Data Release Frequency: Quarterly

PCB TRANSFORMER: PCB Transformer Registration Database

The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 02/01/2011	Source: Environmental Protection Agency
Date Data Arrived at EDR: 10/19/2011	Telephone: 202-566-0517
Date Made Active in Reports: 01/10/2012	Last EDR Contact: 05/04/2012
Number of Days to Update: 83	Next Scheduled EDR Contact: 08/13/2012
	Data Release Frequency: Varies

PROC: Certified Processors Database

A listing of certified processors.

Date of Government Version: 03/12/2012	Source: Department of Conservation
Date Data Arrived at EDR: 03/21/2012	Telephone: 916-323-3836
Date Made Active in Reports: 05/08/2012	Last EDR Contact: 03/21/2012
Number of Days to Update: 48	Next Scheduled EDR Contact: 07/02/2012
	Data Release Frequency: Quarterly

COAL ASH EPA: Coal Combustion Residues Surface Impoundments List

A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 08/17/2010	Source: Environmental Protection Agency
Date Data Arrived at EDR: 01/03/2011	Telephone: N/A
Date Made Active in Reports: 03/21/2011	Last EDR Contact: 03/16/2012
Number of Days to Update: 77	Next Scheduled EDR Contact: 06/25/2012
	Data Release Frequency: Varies

MWMP: Medical Waste Management Program Listing

The Medical Waste Management Program (MWMP) ensures the proper handling and disposal of medical waste by permitting and inspecting medical waste Offsite Treatment Facilities (PDF) and Transfer Stations (PDF) throughout the state. MWMP also oversees all Medical Waste Transporters.

Date of Government Version: 02/24/2012	Source: Department of Public Health
Date Data Arrived at EDR: 03/13/2012	Telephone: 916-558-1784
Date Made Active in Reports: 04/02/2012	Last EDR Contact: 03/12/2012
Number of Days to Update: 20	Next Scheduled EDR Contact: 06/25/2012
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

EDR PROPRIETARY RECORDS

EDR Proprietary Records

Manufactured Gas Plants: EDR Proprietary Manufactured Gas Plants

The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A	Source: EDR, Inc.
Date Data Arrived at EDR: N/A	Telephone: N/A
Date Made Active in Reports: N/A	Last EDR Contact: N/A
Number of Days to Update: N/A	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

EDR Historical Auto Stations: EDR Proprietary Historic Gas Stations

EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc.

Date of Government Version: N/A	Source: EDR, Inc.
Date Data Arrived at EDR: N/A	Telephone: N/A
Date Made Active in Reports: N/A	Last EDR Contact: N/A
Number of Days to Update: N/A	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

EDR Historical Cleaners: EDR Proprietary Historic Dry Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc.

Date of Government Version: N/A	Source: EDR, Inc.
Date Data Arrived at EDR: N/A	Telephone: N/A
Date Made Active in Reports: N/A	Last EDR Contact: N/A
Number of Days to Update: N/A	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

COUNTY RECORDS

ALAMEDA COUNTY:

Contaminated Sites

A listing of contaminated sites overseen by the Toxic Release Program (oil and groundwater contamination from chemical releases and spills) and the Leaking Underground Storage Tank Program (soil and ground water contamination from leaking petroleum USTs).

Date of Government Version: 04/03/2012	Source: Alameda County Environmental Health Services
Date Data Arrived at EDR: 04/04/2012	Telephone: 510-567-6700
Date Made Active in Reports: 05/08/2012	Last EDR Contact: 04/02/2012
Number of Days to Update: 34	Next Scheduled EDR Contact: 07/16/2012
	Data Release Frequency: Semi-Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Underground Tanks

Underground storage tank sites located in Alameda county.

Date of Government Version: 04/03/2012

Date Data Arrived at EDR: 04/04/2012

Date Made Active in Reports: 05/08/2012

Number of Days to Update: 34

Source: Alameda County Environmental Health Services

Telephone: 510-567-6700

Last EDR Contact: 04/02/2012

Next Scheduled EDR Contact: 07/16/2012

Data Release Frequency: Semi-Annually

CONTRA COSTA COUNTY:

Site List

List includes sites from the underground tank, hazardous waste generator and business plan/2185 programs.

Date of Government Version: 03/26/2012

Date Data Arrived at EDR: 03/28/2012

Date Made Active in Reports: 05/08/2012

Number of Days to Update: 41

Source: Contra Costa Health Services Department

Telephone: 925-646-2286

Last EDR Contact: 05/07/2012

Next Scheduled EDR Contact: 08/20/2012

Data Release Frequency: Semi-Annually

KERN COUNTY:

Underground Storage Tank Sites & Tank Listing

Kern County Sites and Tanks Listing.

Date of Government Version: 08/31/2010

Date Data Arrived at EDR: 09/01/2010

Date Made Active in Reports: 09/30/2010

Number of Days to Update: 29

Source: Kern County Environment Health Services Department

Telephone: 661-862-8700

Last EDR Contact: 03/16/2012

Next Scheduled EDR Contact: 05/28/2012

Data Release Frequency: Quarterly

LOS ANGELES COUNTY:

San Gabriel Valley Areas of Concern

San Gabriel Valley areas where VOC contamination is at or above the MCL as designated by region 9 EPA office.

Date of Government Version: 03/30/2009

Date Data Arrived at EDR: 03/31/2009

Date Made Active in Reports: 10/23/2009

Number of Days to Update: 206

Source: EPA Region 9

Telephone: 415-972-3178

Last EDR Contact: 03/26/2012

Next Scheduled EDR Contact: 07/09/2012

Data Release Frequency: No Update Planned

HMS: Street Number List

Industrial Waste and Underground Storage Tank Sites.

Date of Government Version: 09/29/2011

Date Data Arrived at EDR: 12/15/2011

Date Made Active in Reports: 01/19/2012

Number of Days to Update: 35

Source: Department of Public Works

Telephone: 626-458-3517

Last EDR Contact: 04/10/2012

Next Scheduled EDR Contact: 07/30/2012

Data Release Frequency: Semi-Annually

List of Solid Waste Facilities

Solid Waste Facilities in Los Angeles County.

Date of Government Version: 01/23/2012

Date Data Arrived at EDR: 01/24/2012

Date Made Active in Reports: 02/21/2012

Number of Days to Update: 28

Source: La County Department of Public Works

Telephone: 818-458-5185

Last EDR Contact: 04/24/2012

Next Scheduled EDR Contact: 08/06/2012

Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

City of Los Angeles Landfills

Landfills owned and maintained by the City of Los Angeles.

Date of Government Version: 03/05/2009

Date Data Arrived at EDR: 03/10/2009

Date Made Active in Reports: 04/08/2009

Number of Days to Update: 29

Source: Engineering & Construction Division

Telephone: 213-473-7869

Last EDR Contact: 11/17/2011

Next Scheduled EDR Contact: 03/05/2012

Data Release Frequency: Varies

Site Mitigation List

Industrial sites that have had some sort of spill or complaint.

Date of Government Version: 12/29/2011

Date Data Arrived at EDR: 02/02/2012

Date Made Active in Reports: 02/21/2012

Number of Days to Update: 19

Source: Community Health Services

Telephone: 323-890-7806

Last EDR Contact: 04/16/2012

Next Scheduled EDR Contact: 08/06/2012

Data Release Frequency: Annually

City of El Segundo Underground Storage Tank

Underground storage tank sites located in El Segundo city.

Date of Government Version: 01/23/2012

Date Data Arrived at EDR: 01/25/2012

Date Made Active in Reports: 02/22/2012

Number of Days to Update: 28

Source: City of El Segundo Fire Department

Telephone: 310-524-2236

Last EDR Contact: 04/17/2012

Next Scheduled EDR Contact: 08/06/2012

Data Release Frequency: Semi-Annually

City of Long Beach Underground Storage Tank

Underground storage tank sites located in the city of Long Beach.

Date of Government Version: 03/28/2003

Date Data Arrived at EDR: 10/23/2003

Date Made Active in Reports: 11/26/2003

Number of Days to Update: 34

Source: City of Long Beach Fire Department

Telephone: 562-570-2563

Last EDR Contact: 04/30/2012

Next Scheduled EDR Contact: 08/13/2012

Data Release Frequency: Annually

City of Torrance Underground Storage Tank

Underground storage tank sites located in the city of Torrance.

Date of Government Version: 03/16/2012

Date Data Arrived at EDR: 04/16/2012

Date Made Active in Reports: 05/08/2012

Number of Days to Update: 22

Source: City of Torrance Fire Department

Telephone: 310-618-2973

Last EDR Contact: 04/10/2012

Next Scheduled EDR Contact: 07/30/2012

Data Release Frequency: Semi-Annually

MARIN COUNTY:

Underground Storage Tank Sites

Currently permitted USTs in Marin County.

Date of Government Version: 01/13/2012

Date Data Arrived at EDR: 01/24/2012

Date Made Active in Reports: 02/22/2012

Number of Days to Update: 29

Source: Public Works Department Waste Management

Telephone: 415-499-6647

Last EDR Contact: 05/08/2012

Next Scheduled EDR Contact: 07/23/2012

Data Release Frequency: Semi-Annually

NAPA COUNTY:

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Sites With Reported Contamination

A listing of leaking underground storage tank sites located in Napa county.

Date of Government Version: 12/05/2011

Date Data Arrived at EDR: 12/06/2011

Date Made Active in Reports: 02/07/2012

Number of Days to Update: 63

Source: Napa County Department of Environmental Management

Telephone: 707-253-4269

Last EDR Contact: 03/05/2012

Next Scheduled EDR Contact: 06/18/2012

Data Release Frequency: No Update Planned

Closed and Operating Underground Storage Tank Sites

Underground storage tank sites located in Napa county.

Date of Government Version: 01/15/2008

Date Data Arrived at EDR: 01/16/2008

Date Made Active in Reports: 02/08/2008

Number of Days to Update: 33

Source: Napa County Department of Environmental Management

Telephone: 707-253-4269

Last EDR Contact: 12/05/2012

Next Scheduled EDR Contact: 06/18/2012

Data Release Frequency: No Update Planned

ORANGE COUNTY:

List of Industrial Site Cleanups

Petroleum and non-petroleum spills.

Date of Government Version: 02/01/2012

Date Data Arrived at EDR: 02/17/2012

Date Made Active in Reports: 02/21/2012

Number of Days to Update: 4

Source: Health Care Agency

Telephone: 714-834-3446

Last EDR Contact: 02/13/2012

Next Scheduled EDR Contact: 05/28/2012

Data Release Frequency: Annually

List of Underground Storage Tank Cleanups

Orange County Underground Storage Tank Cleanups (LUST).

Date of Government Version: 02/01/2012

Date Data Arrived at EDR: 02/17/2012

Date Made Active in Reports: 02/21/2012

Number of Days to Update: 4

Source: Health Care Agency

Telephone: 714-834-3446

Last EDR Contact: 02/13/2012

Next Scheduled EDR Contact: 05/28/2012

Data Release Frequency: Quarterly

List of Underground Storage Tank Facilities

Orange County Underground Storage Tank Facilities (UST).

Date of Government Version: 02/01/2012

Date Data Arrived at EDR: 02/17/2012

Date Made Active in Reports: 04/03/2012

Number of Days to Update: 46

Source: Health Care Agency

Telephone: 714-834-3446

Last EDR Contact: 02/13/2012

Next Scheduled EDR Contact: 05/28/2012

Data Release Frequency: Quarterly

PLACER COUNTY:

Master List of Facilities

List includes aboveground tanks, underground tanks and cleanup sites.

Date of Government Version: 03/19/2012

Date Data Arrived at EDR: 03/19/2012

Date Made Active in Reports: 04/04/2012

Number of Days to Update: 16

Source: Placer County Health and Human Services

Telephone: 530-889-7312

Last EDR Contact: 03/12/2012

Next Scheduled EDR Contact: 06/25/2012

Data Release Frequency: Semi-Annually

RIVERSIDE COUNTY:

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Listing of Underground Tank Cleanup Sites

Riverside County Underground Storage Tank Cleanup Sites (LUST).

Date of Government Version: 01/18/2012	Source: Department of Environmental Health
Date Data Arrived at EDR: 01/26/2012	Telephone: 951-358-5055
Date Made Active in Reports: 02/21/2012	Last EDR Contact: 12/21/2011
Number of Days to Update: 26	Next Scheduled EDR Contact: 04/09/2012
	Data Release Frequency: Quarterly

Underground Storage Tank Tank List

Underground storage tank sites located in Riverside county.

Date of Government Version: 01/18/2012	Source: Department of Environmental Health
Date Data Arrived at EDR: 01/26/2012	Telephone: 951-358-5055
Date Made Active in Reports: 02/24/2012	Last EDR Contact: 12/21/2011
Number of Days to Update: 29	Next Scheduled EDR Contact: 04/26/2012
	Data Release Frequency: Quarterly

SACRAMENTO COUNTY:

Toxic Site Clean-Up List

List of sites where unauthorized releases of potentially hazardous materials have occurred.

Date of Government Version: 02/07/2012	Source: Sacramento County Environmental Management
Date Data Arrived at EDR: 04/16/2012	Telephone: 916-875-8406
Date Made Active in Reports: 05/08/2012	Last EDR Contact: 04/09/2012
Number of Days to Update: 22	Next Scheduled EDR Contact: 07/23/2012
	Data Release Frequency: Quarterly

Master Hazardous Materials Facility List

Any business that has hazardous materials on site - hazardous material storage sites, underground storage tanks, waste generators.

Date of Government Version: 02/02/2012	Source: Sacramento County Environmental Management
Date Data Arrived at EDR: 04/17/2012	Telephone: 916-875-8406
Date Made Active in Reports: 05/08/2012	Last EDR Contact: 04/09/2012
Number of Days to Update: 21	Next Scheduled EDR Contact: 07/23/2012
	Data Release Frequency: Quarterly

SAN BERNARDINO COUNTY:

Hazardous Material Permits

This listing includes underground storage tanks, medical waste handlers/generators, hazardous materials handlers, hazardous waste generators, and waste oil generators/handlers.

Date of Government Version: 03/01/2012	Source: San Bernardino County Fire Department Hazardous Materials Division
Date Data Arrived at EDR: 03/01/2012	Telephone: 909-387-3041
Date Made Active in Reports: 03/27/2012	Last EDR Contact: 02/13/2012
Number of Days to Update: 26	Next Scheduled EDR Contact: 05/28/2012
	Data Release Frequency: Quarterly

SAN DIEGO COUNTY:

Hazardous Materials Management Division Database

The database includes: HE58 - This report contains the business name, site address, business phone number, establishment 'H' permit number, type of permit, and the business status. HE17 - In addition to providing the same information provided in the HE58 listing, HE17 provides inspection dates, violations received by the establishment, hazardous waste generated, the quantity, method of storage, treatment/disposal of waste and the hauler, and information on underground storage tanks. Unauthorized Release List - Includes a summary of environmental contamination cases in San Diego County (underground tank cases, non-tank cases, groundwater contamination, and soil contamination are included.)

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 09/09/2010
Date Data Arrived at EDR: 09/15/2010
Date Made Active in Reports: 09/29/2010
Number of Days to Update: 14

Source: Hazardous Materials Management Division
Telephone: 619-338-2268
Last EDR Contact: 03/16/2012
Next Scheduled EDR Contact: 06/25/2012
Data Release Frequency: Quarterly

Solid Waste Facilities

San Diego County Solid Waste Facilities.

Date of Government Version: 10/31/2011
Date Data Arrived at EDR: 11/04/2011
Date Made Active in Reports: 12/13/2011
Number of Days to Update: 39

Source: Department of Health Services
Telephone: 619-338-2209
Last EDR Contact: 04/30/2012
Next Scheduled EDR Contact: 08/13/2012
Data Release Frequency: Varies

Environmental Case Listing

The listing contains all underground tank release cases and projects pertaining to properties contaminated with hazardous substances that are actively under review by the Site Assessment and Mitigation Program.

Date of Government Version: 03/23/2010
Date Data Arrived at EDR: 06/15/2010
Date Made Active in Reports: 07/09/2010
Number of Days to Update: 24

Source: San Diego County Department of Environmental Health
Telephone: 619-338-2371
Last EDR Contact: 03/12/2012
Next Scheduled EDR Contact: 06/25/2012
Data Release Frequency: No Update Planned

SAN FRANCISCO COUNTY:

Local Oversight Facilities

A listing of leaking underground storage tank sites located in San Francisco county.

Date of Government Version: 09/19/2008
Date Data Arrived at EDR: 09/19/2008
Date Made Active in Reports: 09/29/2008
Number of Days to Update: 10

Source: Department Of Public Health San Francisco County
Telephone: 415-252-3920
Last EDR Contact: 02/13/2012
Next Scheduled EDR Contact: 05/28/2012
Data Release Frequency: Quarterly

Underground Storage Tank Information

Underground storage tank sites located in San Francisco county.

Date of Government Version: 11/29/2010
Date Data Arrived at EDR: 03/10/2011
Date Made Active in Reports: 03/15/2011
Number of Days to Update: 5

Source: Department of Public Health
Telephone: 415-252-3920
Last EDR Contact: 02/13/2012
Next Scheduled EDR Contact: 05/28/2012
Data Release Frequency: Quarterly

SAN JOAQUIN COUNTY:

San Joaquin Co. UST

A listing of underground storage tank locations in San Joaquin county.

Date of Government Version: 03/29/2012
Date Data Arrived at EDR: 03/30/2012
Date Made Active in Reports: 05/08/2012
Number of Days to Update: 39

Source: Environmental Health Department
Telephone: N/A
Last EDR Contact: 03/26/2012
Next Scheduled EDR Contact: 07/09/2012
Data Release Frequency: Semi-Annually

SAN MATEO COUNTY:

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Business Inventory

List includes Hazardous Materials Business Plan, hazardous waste generators, and underground storage tanks.

Date of Government Version: 04/09/2012	Source: San Mateo County Environmental Health Services Division
Date Data Arrived at EDR: 04/09/2012	Telephone: 650-363-1921
Date Made Active in Reports: 05/08/2012	Last EDR Contact: 03/19/2012
Number of Days to Update: 29	Next Scheduled EDR Contact: 07/02/2012
	Data Release Frequency: Annually

Fuel Leak List

A listing of leaking underground storage tank sites located in San Mateo county.

Date of Government Version: 03/26/2012	Source: San Mateo County Environmental Health Services Division
Date Data Arrived at EDR: 03/26/2012	Telephone: 650-363-1921
Date Made Active in Reports: 05/08/2012	Last EDR Contact: 03/19/2012
Number of Days to Update: 43	Next Scheduled EDR Contact: 07/02/2012
	Data Release Frequency: Semi-Annually

SANTA CLARA COUNTY:

HIST LUST - Fuel Leak Site Activity Report

A listing of open and closed leaking underground storage tanks. This listing is no longer updated by the county. Leaking underground storage tanks are now handled by the Department of Environmental Health.

Date of Government Version: 03/29/2005	Source: Santa Clara Valley Water District
Date Data Arrived at EDR: 03/30/2005	Telephone: 408-265-2600
Date Made Active in Reports: 04/21/2005	Last EDR Contact: 03/23/2009
Number of Days to Update: 22	Next Scheduled EDR Contact: 06/22/2009
	Data Release Frequency: No Update Planned

LOP Listing

A listing of leaking underground storage tanks located in Santa Clara county.

Date of Government Version: 03/05/2012	Source: Department of Environmental Health
Date Data Arrived at EDR: 03/07/2012	Telephone: 408-918-3417
Date Made Active in Reports: 03/27/2012	Last EDR Contact: 03/05/2012
Number of Days to Update: 20	Next Scheduled EDR Contact: 06/18/2012
	Data Release Frequency: Annually

Hazardous Material Facilities

Hazardous material facilities, including underground storage tank sites.

Date of Government Version: 02/16/2012	Source: City of San Jose Fire Department
Date Data Arrived at EDR: 02/17/2012	Telephone: 408-535-7694
Date Made Active in Reports: 02/21/2012	Last EDR Contact: 02/13/2012
Number of Days to Update: 4	Next Scheduled EDR Contact: 05/28/2012
	Data Release Frequency: Annually

SOLANO COUNTY:

Leaking Underground Storage Tanks

A listing of leaking underground storage tank sites located in Solano county.

Date of Government Version: 03/19/2012	Source: Solano County Department of Environmental Management
Date Data Arrived at EDR: 03/21/2012	Telephone: 707-784-6770
Date Made Active in Reports: 05/08/2012	Last EDR Contact: 03/19/2012
Number of Days to Update: 48	Next Scheduled EDR Contact: 07/02/2012
	Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Underground Storage Tanks

Underground storage tank sites located in Solano county.

Date of Government Version: 03/19/2012
Date Data Arrived at EDR: 03/22/2012
Date Made Active in Reports: 05/08/2012
Number of Days to Update: 47

Source: Solano County Department of Environmental Management
Telephone: 707-784-6770
Last EDR Contact: 03/19/2012
Next Scheduled EDR Contact: 07/02/2012
Data Release Frequency: Quarterly

SONOMA COUNTY:

Leaking Underground Storage Tank Sites

A listing of leaking underground storage tank sites located in Sonoma county.

Date of Government Version: 04/05/2011
Date Data Arrived at EDR: 04/06/2011
Date Made Active in Reports: 05/12/2011
Number of Days to Update: 36

Source: Department of Health Services
Telephone: 707-565-6565
Last EDR Contact: 04/02/2012
Next Scheduled EDR Contact: 07/16/2012
Data Release Frequency: Quarterly

SUTTER COUNTY:

Underground Storage Tanks

Underground storage tank sites located in Sutter county.

Date of Government Version: 03/12/2012
Date Data Arrived at EDR: 03/13/2012
Date Made Active in Reports: 04/03/2012
Number of Days to Update: 21

Source: Sutter County Department of Agriculture
Telephone: 530-822-7500
Last EDR Contact: 03/12/2012
Next Scheduled EDR Contact: 06/25/2012
Data Release Frequency: Semi-Annually

VENTURA COUNTY:

Business Plan, Hazardous Waste Producers, and Operating Underground Tanks

The BWT list indicates by site address whether the Environmental Health Division has Business Plan (B), Waste Producer (W), and/or Underground Tank (T) information.

Date of Government Version: 02/03/2012
Date Data Arrived at EDR: 02/22/2012
Date Made Active in Reports: 03/29/2012
Number of Days to Update: 36

Source: Ventura County Environmental Health Division
Telephone: 805-654-2813
Last EDR Contact: 02/20/2012
Next Scheduled EDR Contact: 06/04/2012
Data Release Frequency: Quarterly

Inventory of Illegal Abandoned and Inactive Sites

Ventura County Inventory of Closed, Illegal Abandoned, and Inactive Sites.

Date of Government Version: 12/01/2011
Date Data Arrived at EDR: 12/01/2011
Date Made Active in Reports: 01/19/2012
Number of Days to Update: 49

Source: Environmental Health Division
Telephone: 805-654-2813
Last EDR Contact: 04/09/2012
Next Scheduled EDR Contact: 07/23/2012
Data Release Frequency: Annually

Listing of Underground Tank Cleanup Sites

Ventura County Underground Storage Tank Cleanup Sites (LUST).

Date of Government Version: 05/29/2008
Date Data Arrived at EDR: 06/24/2008
Date Made Active in Reports: 07/31/2008
Number of Days to Update: 37

Source: Environmental Health Division
Telephone: 805-654-2813
Last EDR Contact: 02/20/2012
Next Scheduled EDR Contact: 06/04/2012
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Medical Waste Program List

To protect public health and safety and the environment from potential exposure to disease causing agents, the Environmental Health Division Medical Waste Program regulates the generation, handling, storage, treatment and disposal of medical waste throughout the County.

Date of Government Version: 12/27/2011	Source: Ventura County Resource Management Agency
Date Data Arrived at EDR: 02/03/2012	Telephone: 805-654-2813
Date Made Active in Reports: 02/21/2012	Last EDR Contact: 04/30/2012
Number of Days to Update: 18	Next Scheduled EDR Contact: 08/13/2012
	Data Release Frequency: Quarterly

Underground Tank Closed Sites List

Ventura County Operating Underground Storage Tank Sites (UST)/Underground Tank Closed Sites List.

Date of Government Version: 02/27/2012	Source: Environmental Health Division
Date Data Arrived at EDR: 03/21/2012	Telephone: 805-654-2813
Date Made Active in Reports: 05/08/2012	Last EDR Contact: 03/21/2012
Number of Days to Update: 48	Next Scheduled EDR Contact: 07/02/2012
	Data Release Frequency: Quarterly

YOLO COUNTY:

Underground Storage Tank Comprehensive Facility Report

Underground storage tank sites located in Yolo county.

Date of Government Version: 03/26/2012	Source: Yolo County Department of Health
Date Data Arrived at EDR: 03/30/2012	Telephone: 530-666-8646
Date Made Active in Reports: 05/08/2012	Last EDR Contact: 03/26/2012
Number of Days to Update: 39	Next Scheduled EDR Contact: 07/09/2012
	Data Release Frequency: Annually

OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

CT MANIFEST: Hazardous Waste Manifest Data

Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

Date of Government Version: 02/20/2012	Source: Department of Energy & Environmental Protection
Date Data Arrived at EDR: 02/20/2012	Telephone: 860-424-3375
Date Made Active in Reports: 03/15/2012	Last EDR Contact: 02/20/2012
Number of Days to Update: 24	Next Scheduled EDR Contact: 06/04/2012
	Data Release Frequency: Annually

NJ MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2010	Source: Department of Environmental Protection
Date Data Arrived at EDR: 07/20/2011	Telephone: N/A
Date Made Active in Reports: 08/11/2011	Last EDR Contact: 04/17/2012
Number of Days to Update: 22	Next Scheduled EDR Contact: 07/30/2012
	Data Release Frequency: Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

NY MANIFEST: Facility and Manifest Data

Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 01/10/2012
Date Data Arrived at EDR: 02/09/2012
Date Made Active in Reports: 03/09/2012
Number of Days to Update: 29

Source: Department of Environmental Conservation
Telephone: 518-402-8651
Last EDR Contact: 05/09/2012
Next Scheduled EDR Contact: 08/20/2012
Data Release Frequency: Annually

PA MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2009
Date Data Arrived at EDR: 01/26/2012
Date Made Active in Reports: 03/06/2012
Number of Days to Update: 40

Source: Department of Environmental Protection
Telephone: 717-783-8990
Last EDR Contact: 04/23/2012
Next Scheduled EDR Contact: 08/06/2012
Data Release Frequency: Annually

RI MANIFEST: Manifest information

Hazardous waste manifest information

Date of Government Version: 12/31/2010
Date Data Arrived at EDR: 06/24/2011
Date Made Active in Reports: 06/30/2011
Number of Days to Update: 6

Source: Department of Environmental Management
Telephone: 401-222-2797
Last EDR Contact: 02/27/2012
Next Scheduled EDR Contact: 06/11/2012
Data Release Frequency: Annually

WI MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2010
Date Data Arrived at EDR: 08/19/2011
Date Made Active in Reports: 09/15/2011
Number of Days to Update: 27

Source: Department of Natural Resources
Telephone: N/A
Last EDR Contact: 03/19/2012
Next Scheduled EDR Contact: 07/02/2012
Data Release Frequency: Annually

Oil/Gas Pipelines: This data was obtained by EDR from the USGS in 1994. It is referred to by USGS as GeoData Digital Line Graphs from 1:100,000-Scale Maps. It was extracted from the transportation category including some oil, but primarily gas pipelines.

Electric Power Transmission Line Data

Source: Rextag Strategies Corp.
Telephone: (281) 769-2247

U.S. Electric Transmission and Power Plants Systems Digital GIS Data

Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

AHA Hospitals:

Source: American Hospital Association, Inc.
Telephone: 312-280-5991

The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

Medical Centers: Provider of Services Listing

Source: Centers for Medicare & Medicaid Services
Telephone: 410-786-3000

A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

Nursing Homes

Source: National Institutes of Health
Telephone: 301-594-6248

Information on Medicare and Medicaid certified nursing homes in the United States.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Public Schools

Source: National Center for Education Statistics

Telephone: 202-502-7300

The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

Private Schools

Source: National Center for Education Statistics

Telephone: 202-502-7300

The National Center for Education Statistics' primary database on private school locations in the United States.

Daycare Centers: Licensed Facilities

Source: Department of Social Services

Telephone: 916-657-4041

Flood Zone Data: This data, available in select counties across the country, was obtained by EDR in 2003 & 2011 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002 and 2005 from the U.S. Fish and Wildlife Service.

Scanned Digital USGS 7.5' Topographic Map (DRG)

Source: United States Geologic Survey

A digital raster graphic (DRG) is a scanned image of a U.S. Geological Survey topographic map. The map images are made by scanning published paper maps on high-resolution scanners. The raster image is georeferenced and fit to the Universal Transverse Mercator (UTM) projection.

STREET AND ADDRESS INFORMATION

© 2010 Tele Atlas North America, Inc. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned by or licensed to Tele Atlas North America, Inc. The use of this material is subject to the terms of a license agreement. You will be held liable for any unauthorized copying or disclosure of this material.

GEOCHECK® - PHYSICAL SETTING SOURCE ADDENDUM

TARGET PROPERTY ADDRESS

MURDOCK PROPERTY
STONEHAVEN DRIVE
YORBA LINDA, CA 92886

TARGET PROPERTY COORDINATES

Latitude (North):	33.8985 - 33° 53' 54.60"
Longitude (West):	117.7544 - 117° 45' 15.84"
Universal Transverse Mercator:	Zone 11
UTM X (Meters):	430247.7
UTM Y (Meters):	3750964.0
Elevation:	922 ft. above sea level

USGS TOPOGRAPHIC MAP

Target Property Map:	33117-H7 YORBA LINDA, CA
Most Recent Revision:	1981
East Map:	33117-H6 PRADO DAM, CA
Most Recent Revision:	1981

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principal investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

GEOCHECK[®] - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

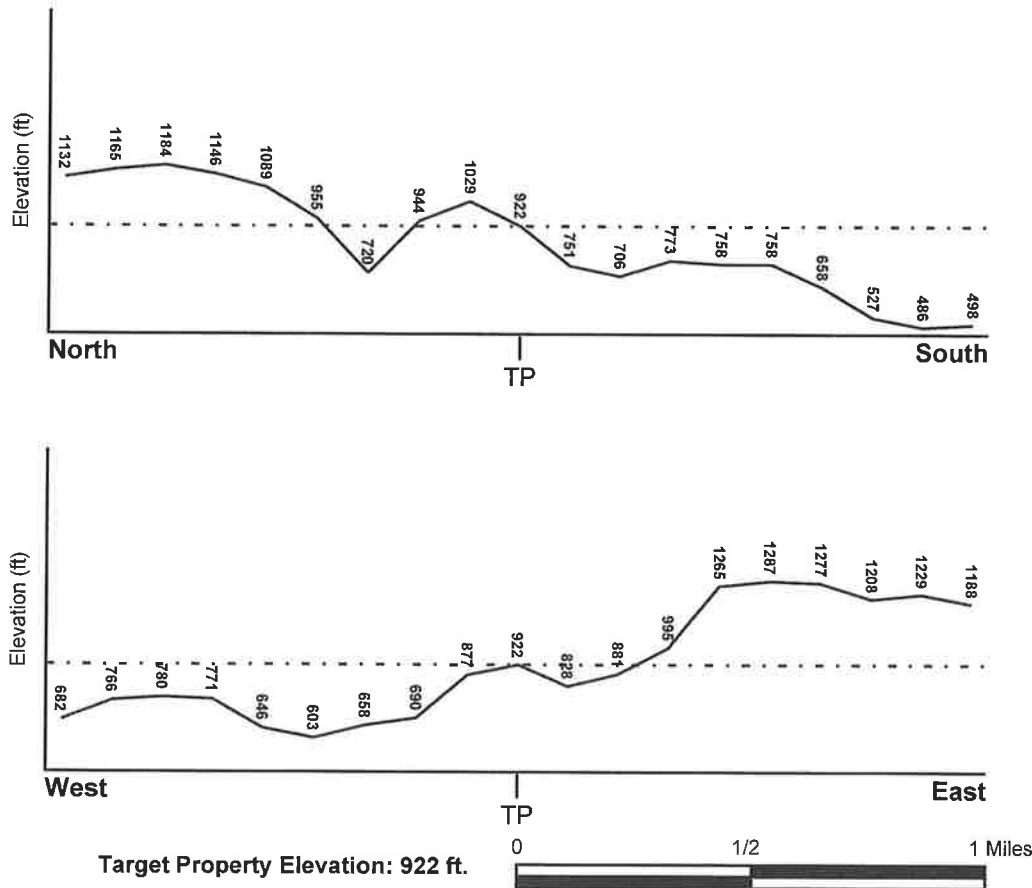
TOPOGRAPHIC INFORMATION

Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General SW

SURROUNDING TOPOGRAPHY: ELEVATION PROFILES



Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

FEMA FLOOD ZONE

<u>Target Property County</u> ORANGE, CA	<u>FEMA Flood Electronic Data</u> YES - refer to the Overview Map and Detail Map
Flood Plain Panel at Target Property:	06059C - FEMA DFIRM Flood data
Additional Panels in search area:	Not Reported

NATIONAL WETLAND INVENTORY

<u>NWI Quad at Target Property</u> YORBA LINDA	<u>NWI Electronic Data Coverage</u> YES - refer to the Overview Map and Detail Map
---	---

HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Site-Specific Hydrogeological Data*:

Search Radius:	1.25 miles
Status:	Not found

AQUIFLOW®

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

<u>MAP ID</u>	<u>LOCATION FROM TP</u>	<u>GENERAL DIRECTION GROUNDWATER FLOW</u>
Not Reported		

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

ROCK STRATIGRAPHIC UNIT

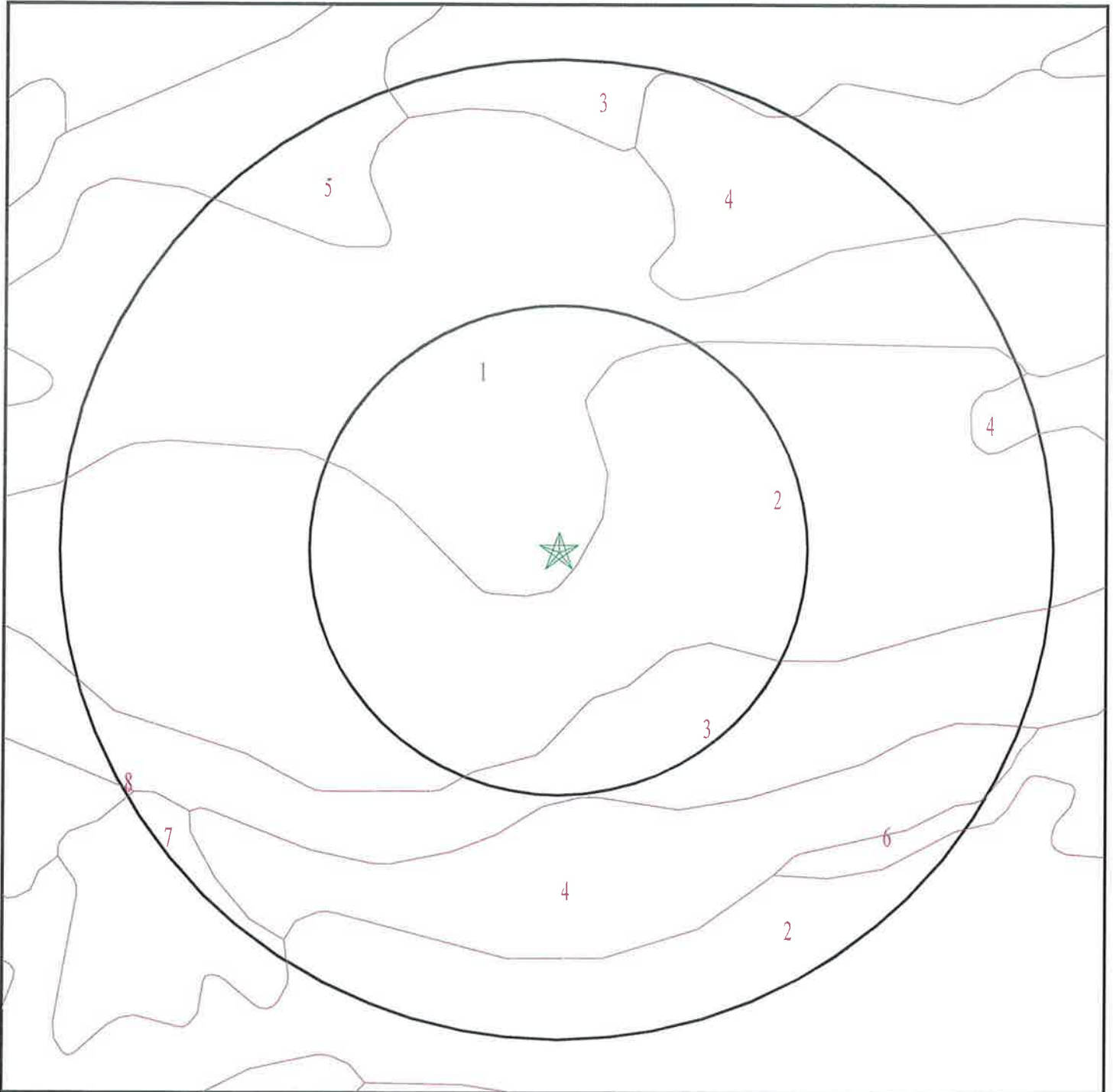
Era:	Cenozoic
System:	Tertiary
Series:	Miocene
Code:	Tm (decoded above as Era, System & Series)

GEOLOGIC AGE IDENTIFICATION

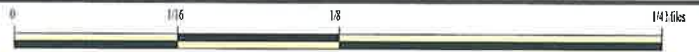
Category: Stratified Sequence

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

SSURGO SOIL MAP - 3321162.2s



- ★ Target Property
- ∩ SSURGO Soil
- ∩ Water



SITE NAME: Murdock Property
ADDRESS: Stonehaven Drive
Yorba Linda CA 92886
LAT/LONG: 33.8985 / 117.7544

CLIENT: American Geotechnical
CONTACT: Cathrene Glick
INQUIRY #: 3321162.2s
DATE: May 11, 2012 2:43 pm

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. The following information is based on Soil Conservation Service SSURGO data.

Soil Map ID: 1

Soil Component Name: ALO

Soil Surface Texture: clay

Hydrologic Group: Class D - Very slow infiltration rates. Soils are clayey, have a high water table, or are shallow to an impervious layer.

Soil Drainage Class: Well drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	25 inches	clay	Not reported	Not reported	Max: Min:	Max: Min:
2	25 inches	29 inches	weathered bedrock	Not reported	Not reported	Max: Min:	Max: Min:

Soil Map ID: 2

Soil Component Name: CALLEGUAS

Soil Surface Texture: clay loam

Hydrologic Group: Class D - Very slow infiltration rates. Soils are clayey, have a high water table, or are shallow to an impervious layer.

Soil Drainage Class: Well drained

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	14 inches	clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	Not reported	Max: 1.4 Min: 0	Max: Min:
2	14 inches	18 inches	weathered bedrock	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	Not reported	Max: 1.4 Min: 0	Max: Min:

Soil Map ID: 3

Soil Component Name: ANAHEIM

Soil Surface Texture: clay loam

Hydrologic Group: Class C - Slow infiltration rates. Soils with layers impeding downward movement of water, or soils with moderately fine or fine textures.

Soil Drainage Class: Well drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	20 inches	clay loam	Not reported	Not reported	Max: Min:	Max: Min:
2	20 inches	25 inches	weathered bedrock	Not reported	Not reported	Max: Min:	Max: Min:

Soil Map ID: 4

Soil Component Name: ANAHEIM

Soil Surface Texture: clay loam

Hydrologic Group: Class C - Slow infiltration rates. Soils with layers impeding downward movement of water, or soils with moderately fine or fine textures.

Soil Drainage Class: Well drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	25 inches	clay loam	Not reported	Not reported	Max: Min:	Max: Min:
2	25 inches	29 inches	weathered bedrock	Not reported	Not reported	Max: Min:	Max: Min:

Soil Map ID: 5

Soil Component Name: ALO

Soil Surface Texture: clay

Hydrologic Group: Class D - Very slow infiltration rates. Soils are clayey, have a high water table, or are shallow to an impervious layer.

Soil Drainage Class: Well drained

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	14 inches	22 inches	clay	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit 50% or more), Fat Clay.	Max: 1.4 Min: 0.42	Max: 8.4 Min: 6.1
2	22 inches	25 inches	weathered bedrock	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit 50% or more), Fat Clay.	Max: 1.4 Min: 0.42	Max: 8.4 Min: 6.1
3	0 inches	14 inches	clay	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit 50% or more), Fat Clay.	Max: 1.4 Min: 0.42	Max: 8.4 Min: 6.1

Soil Map ID: 6

Soil Component Name: NACIMIENTO

Soil Surface Texture: clay loam

Hydrologic Group: Class C - Slow infiltration rates. Soils with layers impeding downward movement of water, or soils with moderately fine or fine textures.

Soil Drainage Class: Well drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	27 inches	clay loam	Not reported	Not reported	Max: Min:	Max: Min:
2	27 inches	31 inches	weathered bedrock	Not reported	Not reported	Max: Min:	Max: Min:

Soil Map ID: 7

Soil Component Name: MYFORD

Soil Surface Texture: sandy loam

Hydrologic Group: Class D - Very slow infiltration rates. Soils are clayey, have a high water table, or are shallow to an impervious layer.

Soil Drainage Class: Moderately well drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	11 inches	sandy loam	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay. FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 14 Min: 4	Max: 6.5 Min: 6.1
2	11 inches	18 inches	sandy clay	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay. FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 14 Min: 4	Max: 6.5 Min: 6.1

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
3	18 inches	27 inches	sandy clay loam	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay. FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 14 Min: 4	Max: 6.5 Min: 6.1
4	27 inches	70 inches	sandy clay loam	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay. FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 14 Min: 4	Max: 6.5 Min: 6.1
5	70 inches	79 inches	sandy loam	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay. FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 14 Min: 4	Max: 6.5 Min: 6.1

Soil Map ID: 8

Soil Component Name: ALO VARIANT

Soil Surface Texture: clay

Hydrologic Group: Class D - Very slow infiltration rates. Soils are clayey, have a high water table, or are shallow to an impervious layer.

Soil Drainage Class: Well drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	25 inches	clay	Not reported	Not reported	Max: Min:	Max: Min:
2	25 inches	38 inches	clay	Not reported	Not reported	Max: Min:	Max: Min:
3	38 inches	42 inches	weathered bedrock	Not reported	Not reported	Max: Min:	Max: Min:

LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

WELL SEARCH DISTANCE INFORMATION

<u>DATABASE</u>	<u>SEARCH DISTANCE (miles)</u>
Federal USGS	1.000
Federal FRDS PWS	Nearest PWS within 1 mile
State Database	1.000

FEDERAL USGS WELL INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
No Wells Found		

FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
No PWS System Found		

Note: PWS System location is not always the same as well location.

STATE DATABASE WELL INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
No Wells Found		

OTHER STATE DATABASE INFORMATION

STATE OIL/GAS WELL INFORMATION

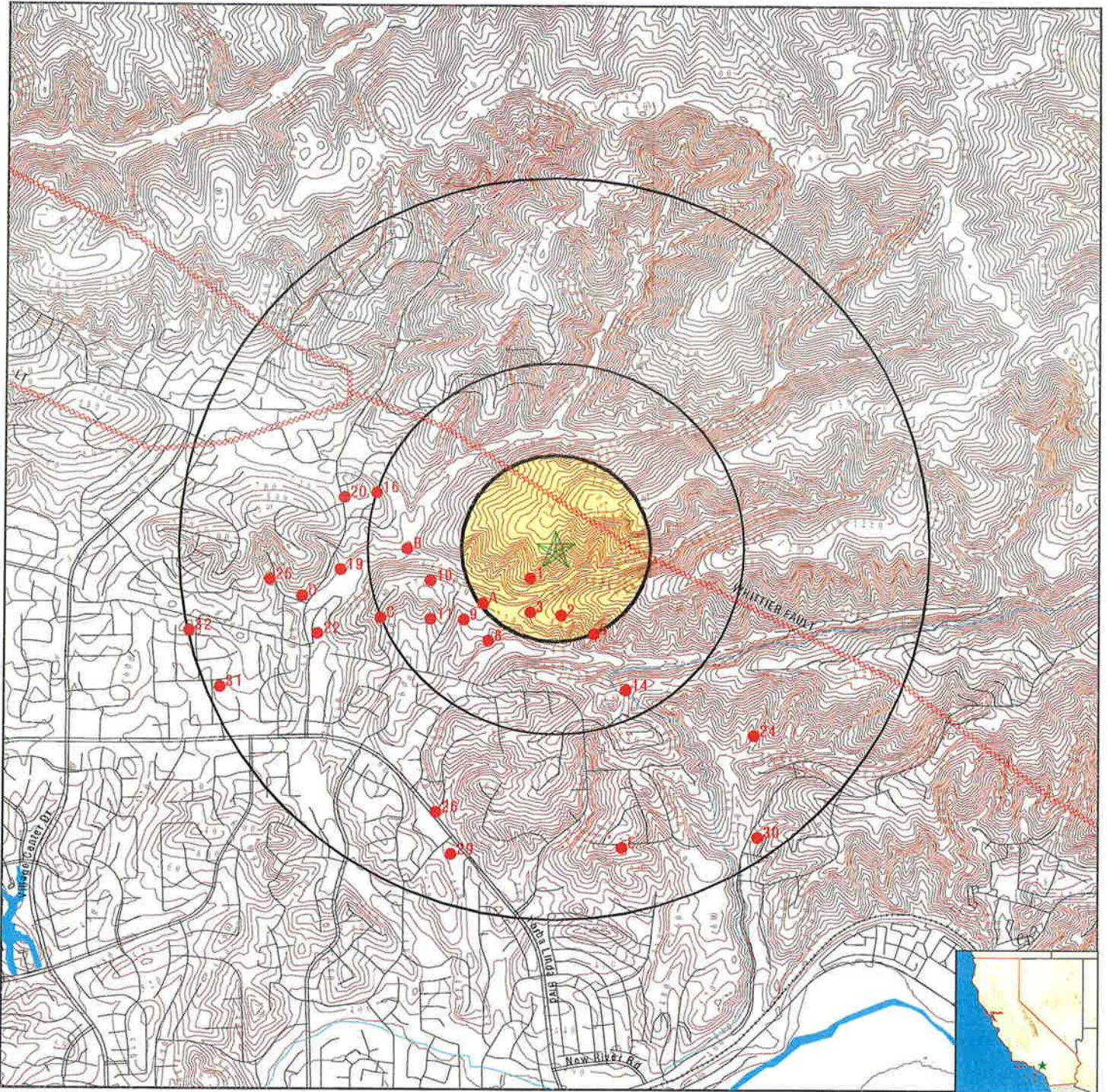
<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
1	CAOG80000023208	0 - 1/8 Mile SW

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

STATE OIL/GAS WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
2	CAOG80000023047	1/8 - 1/4 Mile South
3	CAOG80000023056	1/8 - 1/4 Mile SSW
A4	CAOG80000023133	1/8 - 1/4 Mile SW
5	CAOG80000022995	1/4 - 1/2 Mile SSE
A6	CAOG80000023155	1/4 - 1/2 Mile WSW
A7	CAOG80000023031	1/4 - 1/2 Mile SW
8	CAOG80000022981	1/4 - 1/2 Mile SW
9	CAOG80000023041	1/4 - 1/2 Mile SW
10	CAOG80000023195	1/4 - 1/2 Mile WSW
11	CAOG80000023042	1/4 - 1/2 Mile WSW
B12	CAOG80000023360	1/4 - 1/2 Mile West
B13	CAOG80000023338	1/4 - 1/2 Mile West
14	CAOG80000022917	1/4 - 1/2 Mile SSE
C15	CAOG80000023066	1/4 - 1/2 Mile WSW
16	CAOG80000023687	1/4 - 1/2 Mile WNW
C17	CAOG80000023052	1/2 - 1 Mile WSW
C18	CAOG80000023014	1/2 - 1 Mile WSW
19	CAOG80000023241	1/2 - 1 Mile West
20	CAOG80000023661	1/2 - 1 Mile WNW
D21	CAOG80000023102	1/2 - 1 Mile WSW
22	CAOG80000022996	1/2 - 1 Mile WSW
D23	CAOG80000023156	1/2 - 1 Mile West
24	CAOG80000022887	1/2 - 1 Mile SE
25	CAOG80000023203	1/2 - 1 Mile West
26	CAOG80000022855	1/2 - 1 Mile SSW
E27	CAOG80000022843	1/2 - 1 Mile SSE
E28	CAOG80000022830	1/2 - 1 Mile SSE
29	CAOG80000022834	1/2 - 1 Mile SSW
30	CAOG80000022842	1/2 - 1 Mile SE
31	CAOG80000022921	1/2 - 1 Mile WSW
32	CAOG80000023004	1/2 - 1 Mile WSW

PHYSICAL SETTING SOURCE MAP - 3321162.2s



- County Boundary
- Major Roads
- Contour Lines
- Earthquake Fault Lines
- Earthquake epicenter, Richter 5 or greater
- Water Wells
- Public Water Supply Wells
- Cluster of Multiple Icons

- Groundwater Flow Direction
- Indeterminate Groundwater Flow at Location
- Groundwater Flow Varies at Location
- Closest Hydrogeological Data
- Oil, gas or related wells



SITE NAME: Murdock Property
 ADDRESS: Stonehaven Drive
 Yorba Linda CA 92886
 LAT/LONG: 33.8985 / 117.7544

CLIENT: American Geotechnical
 CONTACT: Cathrene Glick
 INQUIRY #: 3321162.2s
 DATE: May 11, 2012 2:43 pm

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance

Database EDR ID Number

1

SW

0 - 1/8 Mile

OIL_GAS

CAOG80000023208

Districtnu:	1	Apinumber:	05905527
Activewell:	N	Well type:	OG
Wellsymbol:	AB	Confidenti:	Not Reported
Operatorna:	Terra Resources, Inc.		
Wellnumber:	2	Leasename:	Westpet-Texas A.U.W.C.
Blmwell:	N	Countyname:	Orange
Fieldname:	Esperanza		
Areaname:	Any Area		
Section :	19	Township:	03S
Range:	08W	Basemeridi:	SB
Elevation:	Not Reported		
Locationde:	Not Reported		
Latitude83:	33.897325		
Longitude8:	-117.755544		
Gissourcec:	hud		
Comments:	Not Reported		
Operatorco:	T1300	Cacountyco:	059
Fieldcode:	240	Areacode:	00
Td:	0		
Site id:	CAOG80000023208		

2

South

1/8 - 1/4 Mile

OIL_GAS

CAOG80000023047

Districtnu:	1	Apinumber:	05900069
Activewell:	N	Well type:	OG
Wellsymbol:	AB	Confidenti:	Not Reported
Operatorna:	Petrominerals Corp.		
Wellnumber:	2	Leasename:	Anaheim Union Water Co.
Blmwell:	N	Countyname:	Orange
Fieldname:	Esperanza		
Areaname:	Any Area		
Section :	19	Township:	03S
Range:	08W	Basemeridi:	SB
Elevation:	Not Reported		
Locationde:	Not Reported		
Latitude83:	33.895874		
Longitude8:	-117.754099		
Gissourcec:	hud		
Comments:	Not Reported		
Operatorco:	P2900	Cacountyco:	059
Fieldcode:	240	Areacode:	00
Td:	0		
Site id:	CAOG80000023047		

3

SSW

1/8 - 1/4 Mile

OIL_GAS

CAOG80000023056

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Districtnu:	1	Apinumber:	05905526
Activewell:	Y	Well type:	OG
Wellsymbol:	AP	Confidenti:	Not Reported
Operatorna:	Gary A. Darnell, Trust		
Wellnumber:	1	Leasename:	CRA Texas A.U.W.C.
Blmwell:	N	Countyname:	Orange
Fieldname:	Esperanza		
Areaname:	Any Area		
Section :	19	Township:	03S
Range:	08W	Basemeridi:	SB
Elevation:	750.544		
Locationde:	Not Reported		
Latitude83:	33.89599065		
Longitude8:	-117.755536654		
Gissourcec:	gps		
Comments:	24001219.ssf		
Operatorco:	D0580	Cacountyco:	059
Fieldcode:	240	Areacode:	00
Td:	0		
Site id:	CAOG80000023056		

**A4
SW**

1/8 - 1/4 Mile

OIL_GAS

CAOG80000023133

Districtnu:	1	Apinumber:	05905532
Activewell:	Y	Well type:	OG
Wellsymbol:	AP	Confidenti:	Not Reported
Operatorna:	Santa Ana Canyon Dev. Corp.		
Wellnumber:	2	Leasename:	Reeves
Blmwell:	N	Countyname:	Orange
Fieldname:	Esperanza		
Areaname:	Any Area		
Section :	19	Township:	03S
Range:	08W	Basemeridi:	SB
Elevation:	749.453		
Locationde:	Not Reported		
Latitude83:	33.896618582		
Longitude8:	-117.757383611		
Gissourcec:	gps		
Comments:	24001219.ssf		
Operatorco:	S1000	Cacountyco:	059
Fieldcode:	240	Areacode:	00
Td:	0		
Site id:	CAOG80000023133		

5

SSE

1/4 - 1/2 Mile

OIL_GAS

CAOG80000022995

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Districtnu:	1	Apinumber:	05905530
Activewell:	N	Well type:	OG
Wellsymbol:	AB	Confidenti:	Not Reported
Operatorna:	Petrominerals Corp.		
Wellnumber:	3	Leasename:	Anaheim Union Water Co.
Blmwell:	N	Countyname:	Orange
Fieldname:	Esperanza		
Areaname:	Any Area		
Section :	19	Township:	03S
Range:	08W	Basemeridi:	SB
Elevation:	Not Reported		
Locationde:	Not Reported		
Latitude83:	33.895146		
Longitude8:	-117.752581		
Gissourcec:	hud		
Comments:	Not Reported		
Operatorco:	P2900	Cacountyco:	059
Fieldcode:	240	Areacode:	00
Td:	0		
Site id:	CAOG80000022995		

**A6
WSW**

1/4 - 1/2 Mile

OIL_GAS

CAOG80000023155

Districtnu:	1	Apinumber:	05905528
Activewell:	Y	Well type:	OG
Wellsymbol:	AP	Confidenti:	Not Reported
Operatorna:	Santa Ana Canyon Dev. Corp.		
Wellnumber:	1	Leasename:	Amos-Travis
Blmwell:	N	Countyname:	Orange
Fieldname:	Esperanza		
Areaname:	Any Area		
Section :	19	Township:	03S
Range:	08W	Basemeridi:	SB
Elevation:	767.549		
Locationde:	Not Reported		
Latitude83:	33.896920258		
Longitude8:	-117.75849494		
Gissourcec:	gps		
Comments:	24001219.ssf		
Operatorco:	S1000	Cacountyco:	059
Fieldcode:	240	Areacode:	00
Td:	0		
Site id:	CAOG80000023155		

**A7
SW**

1/4 - 1/2 Mile

OIL_GAS

CAOG80000023031

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Districtnu:	1	Apinumber:	05920333
Activewell:	Y	Well type:	OG
Wellsymbol:	AP	Confidenti:	Not Reported
Operatorna:	Santa Ana Canyon Dev. Corp.		
Wellnumber:	3	Leasename:	Reeves
Blmwell:	N	Countyname:	Orange
Fieldname:	Esperanza		
Areaname:	Any Area		
Section :	19	Township:	03S
Range:	08W	Basemeridi:	SB
Elevation:	700.589		
Locationde:	Not Reported		
Latitude83:	33.89547795		
Longitude8:	-117.75734225		
Gissourcec:	gps		
Comments:	24001219.ssf		
Operatorco:	S1000	Cacountyco:	059
Fieldcode:	240	Areacode:	00
Td:	0		
Site id:	CAOG80000023031		

**8
SW**

1/4 - 1/2 Mile

OIL_GAS

CAOG80000022981

Districtnu:	1	Apinumber:	05905531
Activewell:	Y	Well type:	OG
Wellsymbol:	AP	Confidenti:	Not Reported
Operatorna:	Santa Ana Canyon Dev. Corp.		
Wellnumber:	1	Leasename:	Reeves
Blmwell:	N	Countyname:	Orange
Fieldname:	Esperanza		
Areaname:	Any Area		
Section :	19	Township:	03S
Range:	08W	Basemeridi:	SB
Elevation:	672.746		
Locationde:	Not Reported		
Latitude83:	33.894883256		
Longitude8:	-117.75747496		
Gissourcec:	gps		
Comments:	24001219.ssf		
Operatorco:	S1000	Cacountyco:	059
Fieldcode:	240	Areacode:	00
Td:	0		
Site id:	CAOG80000022981		

**9
SW**

1/4 - 1/2 Mile

OIL_GAS

CAOG80000023041

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Districtnu:	1	Apinumber:	05920334
Activewell:	N	Well type:	OG
Wellsymbol:	AB	Confidenti:	Not Reported
Operatorna:	Santa Ana Canyon Dev. Corp.		
Wellnumber:	4	Leasename:	Amos-Travis
Blmwell:	N	Countyname:	Orange
Fieldname:	Esperanza		
Areaname:	Any Area		
Section :	19	Township:	03S
Range:	08W	Basemeridi:	SB
Elevation:	Not Reported		
Locationde:	Not Reported		
Latitude83:	33.8957		
Longitude8:	-117.758623		
Gissourcec:	hud		
Comments:	Not Reported		
Operatorco:	S1000	Cacountyco:	059
Fieldcode:	240	Areacode:	00
Td:	0		
Site id:	CAOG80000023041		

10
WSW
1/4 - 1/2 Mile

OIL_GAS CAOG80000023195

Districtnu:	1	Apinumber:	05905529
Activewell:	Y	Well type:	OG
Wellsymbol:	AP	Confidenti:	Not Reported
Operatorna:	Santa Ana Canyon Dev. Corp.		
Wellnumber:	2	Leasename:	Amos-Travis
Blmwell:	N	Countyname:	Orange
Fieldname:	Esperanza		
Areaname:	Any Area		
Section :	19	Township:	03S
Range:	08W	Basemeridi:	SB
Elevation:	764.594		
Locationde:	Not Reported		
Latitude83:	33.897230293		
Longitude8:	-117.760185555		
Gissourcec:	gps		
Comments:	24001219.ssf		
Operatorco:	S1000	Cacountyco:	059
Fieldcode:	240	Areacode:	00
Td:	0		
Site id:	CAOG80000023195		

11
WSW
1/4 - 1/2 Mile

OIL_GAS CAOG80000023042

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Districtnu:	1	Apinumber:	05920318
Activewell:	Y	Well type:	OG
Wellsymbol:	AP	Confidenti:	Not Reported
Operatorna:	Santa Ana Canyon Dev. Corp.		
Wellnumber:	3	Leasename:	Amos-Travis
Blmwell:	N	Countyname:	Orange
Fieldname:	Esperanza		
Areaname:	Any Area		
Section :	19	Township:	03S
Range:	08W	Basemeridi:	SB
Elevation:	694.83		
Locationde:	Not Reported		
Latitude83:	33.895730546		
Longitude8:	-117.760177731		
Gissourcec:	gps		
Comments:	24001219.ssf		
Operatorco:	S1000	Cacountyco:	059
Fieldcode:	240	Areacode:	00
Td:	0		
Site id:	CAOG80000023042		

B12
West
1/4 - 1/2 Mile

OIL_GAS CAOG80000023360

Districtnu:	1	Apinumber:	05921114
Activewell:	Y	Well type:	OG
Wellsymbol:	AP	Confidenti:	Not Reported
Operatorna:	Columbine Associates		
Wellnumber:	7	Leasename:	Dometal
Blmwell:	N	Countyname:	Orange
Fieldname:	Esperanza		
Areaname:	Any Area		
Section :	19	Township:	03S
Range:	08W	Basemeridi:	SB
Elevation:	615.163		
Locationde:	Not Reported		
Latitude83:	33.898567581		
Longitude8:	-117.761200369		
Gissourcec:	gps		
Comments:	24001219.ssf		
Operatorco:	C7075	Cacountyco:	059
Fieldcode:	240	Areacode:	00
Td:	0		
Site id:	CAOG80000023360		

B13
West
1/4 - 1/2 Mile

OIL_GAS CAOG80000023338

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Districtnu:	1	Apinumber:	05920931
Activewell:	Y	Well type:	OG
Wellsymbol:	AP	Confidenti:	Not Reported
Operatorna:	Columbine Associates		
Wellnumber:	6	Leasename:	Dometal
Blmwell:	N	Countyname:	Orange
Fieldname:	Esperanza		
Areaname:	Any Area		
Section :	19	Township:	03S
Range:	08W	Basemeridi:	SB
Elevation:	607.828		
Locationde:	Not Reported		
Latitude83:	33.898376998		
Longitude8:	-117.761339027		
Gissourcec:	gps		
Comments:	24001219.ssf		
Operatorco:	C7075	Cacountyco:	059
Fieldcode:	240	Areacode:	00
Td:	0		
Site id:	CAOG80000023338		

**14
SSE
1/4 - 1/2 Mile**

OIL_GAS CAOG80000022917

Districtnu:	1	Apinumber:	05900883
Activewell:	N	Well type:	OG
Wellsymbol:	DH	Confidenti:	Not Reported
Operatorna:	Petrominerals Corp.		
Wellnumber:	1	Leasename:	Anaheim Union Water Co.
Blmwell:	N	Countyname:	Orange
Fieldname:	Any Field		
Areaname:	Any Area		
Section :	19	Township:	03S
Range:	08W	Basemeridi:	SB
Elevation:	Not Reported		
Locationde:	Not Reported		
Latitude83:	33.892957		
Longitude8:	-117.751106		
Gissourcec:	hud		
Comments:	Not Reported		
Operatorco:	P2900	Cacountyco:	059
Fieldcode:	000	Areacode:	00
Td:	0		
Site id:	CAOG80000022917		

**C15
WSW
1/4 - 1/2 Mile**

OIL_GAS CAOG80000023066

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Districtnu:	1	Apinumber:	05921324
Activewell:	Y	Well type:	OG
Wellsymbol:	AP	Confidenti:	Not Reported
Operatorna:	Columbine Associates		
Wellnumber:	8	Leasename:	Dometal
Bimwell:	N	Countyname:	Orange
Fieldname:	Esperanza		
Areaname:	Any Area		
Section :	19	Township:	03S
Range:	08W	Basemeridi:	SB
Elevation:	689.094		
Locationde:	Not Reported		
Latitude83:	33.896065161		
Longitude8:	-117.762465252		
Gissourcec:	gps		
Comments:	24001219.ssf		
Operatorco:	C7075	Cacountyco:	059
Fieldcode:	240	Areacode:	00
Td:	0		
Site id:	CAOG80000023066		

**16
WNW
1/4 - 1/2 Mile**

OIL_GAS

CAOG80000023687

Districtnu:	1	Apinumber:	05905536
Activewell:	N	Well type:	OG
Wellsymbol:	AB	Confidenti:	Not Reported
Operatorna:	Columbine Associates		
Wellnumber:	3	Leasename:	Dometal
Bimwell:	N	Countyname:	Orange
Fieldname:	Esperanza		
Areaname:	Any Area		
Section :	19	Township:	03S
Range:	08W	Basemeridi:	SB
Elevation:	Not Reported		
Locationde:	Not Reported		
Latitude83:	33.900668		
Longitude8:	-117.762691		
Gissourcec:	hud		
Comments:	Not Reported		
Operatorco:	C7075	Cacountyco:	059
Fieldcode:	240	Areacode:	00
Td:	0		
Site id:	CAOG80000023687		

**C17
WSW
1/2 - 1 Mile**

OIL_GAS

CAOG80000023052

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Districtnu:	1	Apinumber:	05905535
Activewell:	Y	Well type:	OG
Wellsymbol:	AP	Confidenti:	Not Reported
Operatorna:	Columbine Associates		
Wellnumber:	2	Leasename:	Dometal
Blmwell:	N	Countyname:	Orange
Fieldname:	Esperanza		
Areaname:	Any Area		
Section :	19	Township:	03S
Range:	08W	Basemeridi:	SB
Elevation:	692.843		
Locationde:	Not Reported		
Latitude83:	33.895919332		
Longitude8:	-117.762568877		
Gissourcec:	gps		
Comments:	24001219.ssf		
Operatorco:	C7075	Cacountyco:	059
Fieldcode:	240	Areacode:	00
Td:	0		
Site id:	CAOG80000023052		

C18
WSW
1/2 - 1 Mile

OIL_GAS CAOG80000023014

Districtnu:	1	Apinumber:	05905533
Activewell:	N	Well type:	OG
Wellsymbol:	AB	Confidenti:	Not Reported
Operatoma:	Lyle E. Kesselman		
Wellnumber:	1	Leasename:	Kesselman-Dominguez
Blmwell:	N	Countyname:	Orange
Fieldname:	Esperanza		
Areaname:	Any Area		
Section :	19	Township:	03S
Range:	08W	Basemeridi:	SB
Elevation:	Not Reported		
Locationde:	Not Reported		
Latitude83:	33.895328		
Longitude8:	-117.762369		
Gissourcec:	hud		
Comments:	Not Reported		
Operatorco:	05496	Cacountyco:	059
Fieldcode:	240	Areacode:	00
Td:	0		
Site id:	CAOG80000023014		

19
West
1/2 - 1 Mile

OIL_GAS CAOG80000023241

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Districtnu:	1	Apinumber:	05905534
Activewell:	N	Well type:	OG
Wellsymbol:	AB	Confidenti:	Not Reported
Operatorna:	Columbine Associates		
Wellnumber:	1	Leasename:	Dometal
Blmwell:	N	Countyname:	Orange
Fieldname:	Esperanza		
Areaname:	Any Area		
Section :	19	Township:	03S
Range:	08W	Basemeridi:	SB
Elevation:	Not Reported		
Locationde:	Not Reported		
Latitude83:	33.897655		
Longitude8:	-117.764349		
Gissourcec:	hud		
Comments:	Not Reported		
Operatorco:	C7075	Cacountyco:	059
Fieldcode:	240	Areacode:	00
Td:	0		
Site id:	CAOG80000023241		

**20
WNW
1/2 - 1 Mile**

OIL_GAS

CAOG80000023661

Districtnu:	1	Apinumber:	05905537
Activewell:	Y	Well type:	OG
Wellsymbol:	AP	Confidenti:	Not Reported
Operatorna:	Columbine Associates		
Wellnumber:	4	Leasename:	Dometal
Blmwell:	N	Countyname:	Orange
Fieldname:	Esperanza		
Areaname:	Any Area		
Section :	19	Township:	03S
Range:	08W	Basemeridi:	SB
Elevation:	740,229		
Locationde:	Not Reported		
Latitude83:	33.900483459		
Longitude8:	-117.764183233		
Gissourcec:	gps		
Comments:	24001219.ssf		
Operatorco:	C7075	Cacountyco:	059
Fieldcode:	240	Areacode:	00
Td:	0		
Site id:	CAOG80000023661		

**D21
WSW
1/2 - 1 Mile**

OIL_GAS

CAOG80000023102

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Districtnu:	1	Apinumber:	05905538
Activewell:	N	Well type:	OG
Wellsymbol:	AB	Confidenti:	Not Reported
Operatorna:	Columbine Associates		
Wellnumber:	5	Leasename:	Dometal
Blmwell:	N	Countyname:	Orange
Fieldname:	Esperanza		
Areaname:	Any Area		
Section :	19	Township:	03S
Range:	08W	Basemeridi:	SB
Elevation:	Not Reported		
Locationde:	Not Reported		
Latitude83:	33.89631		
Longitude8:	-117.765672		
Gissourcec:	hud		
Comments:	Not Reported		
Operatorco:	C7075	Cacountyco:	059
Fieldcode:	240	Areacode:	00
Td:	0		
Site id:	CAOG80000023102		

22
WSW
1/2 - 1 Mile

OIL_GAS

CAOG80000022996

Districtnu:	1	Apinumber:	05905541
Activewell:	N	Well type:	OG
Wellsymbol:	AB	Confidenti:	Not Reported
Operatorna:	Chevron U.S.A. Inc.		
Wellnumber:	1	Leasename:	Dominguez
Blmwell:	N	Countyname:	Orange
Fieldname:	Esperanza		
Areaname:	Any Area		
Section :	19	Township:	03S
Range:	08W	Basemeridi:	SB
Elevation:	Not Reported		
Locationde:	Not Reported		
Latitude83:	33.895149		
Longitude8:	-117.765384		
Gissourcec:	gps		
Comments:	Not Reported		
Operatorco:	C5640	Cacountyco:	059
Fieldcode:	240	Areacode:	00
Td:	0		
Site id:	CAOG80000022996		

D23
West
1/2 - 1 Mile

OIL_GAS

CAOG80000023156

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Districtnu:	1	Apinumber:	05905539
Activewell:	N	Well type:	OG
Wellsymbol:	AB	Confidenti:	Not Reported
Operatorna:	Columbine Associates		
Wellnumber:	1	Leasename:	Yorba
Blmwell:	N	Countyname:	Orange
Fieldname:	Esperanza		
Areaname:	Any Area		
Section :	24	Township:	03S
Range:	09W	Basemeridi:	SB
Elevation:	Not Reported		
Locationde:	Not Reported		
Latitude83:	33.896932		
Longitude8:	-117.766518		
Gissourcec:	hud		
Comments:	Not Reported		
Operatorco:	C7075	Cacountyco:	059
Fieldcode:	240	Areacode:	00
Td:	0		
Site id:	CAOG80000023156		

24
SE
1/2 - 1 Mile

OIL_GAS

CAOG80000022887

Districtnu:	1	Apinumber:	05901251
Activewell:	N	Well type:	OG
Wellsymbol:	DH	Confidenti:	Not Reported
Operatorna:	Wm. A. Thornbury, Inc.		
Wellnumber:	3	Leasename:	A. U. W. C.
Blmwell:	N	Countyname:	Orange
Fieldname:	Any Field		
Areaname:	Any Area		
Section :	20	Township:	03S
Range:	08W	Basemeridi:	SB
Elevation:	Not Reported		
Locationde:	Not Reported		
Latitude83:	33.891206		
Longitude8:	-117.745175		
Gissourcec:	hud		
Comments:	Not Reported		
Operatorco:	09315	Cacountyco:	059
Fieldcode:	000	Areacode:	00
Td:	0		
Site id:	CAOG80000022887		

25
West
1/2 - 1 Mile

OIL_GAS

CAOG80000023203

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Districtnu:	1	Apinumber:	05905540
Activewell:	N	Well type:	OG
Wellsymbol:	AB	Confidenti:	Not Reported
Operatorna:	York Petroleum Co.		
Wellnumber:	2	Leasename:	Yorba
Blmwell:	N	Countyname:	Orange
Fieldname:	Esperanza		
Areaname:	Any Area		
Section :	24	Township:	03S
Range:	09W	Basemeridi:	SB
Elevation:	Not Reported		
Locationde:	Not Reported		
Latitude83:	33.89727		
Longitude8:	-117.76757		
Gissourcec:	hud		
Comments:	Not Reported		
Operatorco:	Y0100	Cacountyco:	059
Fieldcode:	240	Areacode:	00
Td:	0		
Site id:	CAOG80000023203		

26
SSW
1/2 - 1 Mile

OIL_GAS CAOG80000022855

Districtnu:	1	Apinumber:	05905140
Activewell:	N	Well type:	OG
Wellsymbol:	AB	Confidenti:	Not Reported
Operatorna:	Exxon Mobil Corporation		
Wellnumber:	1	Leasename:	Dominguez
Blmwell:	N	Countyname:	Orange
Fieldname:	Kraemer, Northeast (ABD)		
Areaname:	Any Area		
Section :	30	Township:	03S
Range:	08W	Basemeridi:	SB
Elevation:	Not Reported		
Locationde:	Not Reported		
Latitude83:	33.888198		
Longitude8:	-117.759871		
Gissourcec:	hud		
Comments:	Not Reported		
Operatorco:	E3700	Cacountyco:	059
Fieldcode:	362	Areacode:	00
Td:	0		
Site id:	CAOG80000022855		

E27
SSE
1/2 - 1 Mile

OIL_GAS CAOG80000022843

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Districtnu:	1	Apinumber:	05901083
Activewell:	N	Well type:	OG
Wellsymbol:	DH	Confidenti:	Not Reported
Operatorna:	Neaves Petroleum Developments		
Wellnumber:	1	Leasename:	Neaves-Esperanza
Blmwell:	N	Countyname:	Orange
Fieldname:	Any Field		
Areaname:	Any Area		
Section :	30	Township:	03S
Range:	08W	Basemeridi:	SB
Elevation:	Not Reported		
Locationde:	Not Reported		
Latitude83:	33.887291		
Longitude8:	-117.751072		
Gissourcec:	hud		
Comments:	Not Reported		
Operatorco:	N0825	Cacountyco:	059
Fieldcode:	000	Areacode:	00
Td:	0		
Site id:	CAOG80000022843		

E28
SSE
1/2 - 1 Mile

OIL_GAS CAOG80000022830

Districtnu:	1	Apinumber:	05901058
Activewell:	N	Well type:	OG
Wellsymbol:	DH	Confidenti:	Not Reported
Operatorna:	Metric Exploration		
Wellnumber:	1	Leasename:	Gibson-A.U.W.
Blmwell:	N	Countyname:	Orange
Fieldname:	Any Field		
Areaname:	Any Area		
Section :	30	Township:	03S
Range:	08W	Basemeridi:	SB
Elevation:	Not Reported		
Locationde:	Not Reported		
Latitude83:	33.886331		
Longitude8:	-117.751402		
Gissourcec:	hud		
Comments:	Not Reported		
Operatorco:	05883	Cacountyco:	059
Fieldcode:	000	Areacode:	00
Td:	0		
Site id:	CAOG80000022830		

29
SSW
1/2 - 1 Mile

OIL_GAS CAOG80000022834

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Districtnu:	1	Apinumber:	05905142
Activewell:	N	Well type:	OG
Wellsymbol:	AB	Confidenti:	Not Reported
Operatorna:	Chevron U.S.A. Inc.		
Wellnumber:	1	Leasename:	Travis
Blmwell:	N	Countyname:	Orange
Fieldname:	Kraemer, Northeast (ABD)		
Areaname:	Any Area		
Section :	30	Township:	03S
Range:	08W	Basemeridi:	SB
Elevation:	Not Reported		
Locationde:	Not Reported		
Latitude83:	33.88655		
Longitude8:	-117.759142		
Gissourcec:	hud		
Comments:	Not Reported		
Operatorco:	C5640	Cacountyco:	059
Fieldcode:	362	Areacode:	00
Td:	0		
Site id:	CAOG80000022834		

30
SE
1/2 - 1 Mile

OIL_GAS

CAOG80000022842

Districtnu:	1	Apinumber:	05900873
Activewell:	N	Well type:	OG
Wellsymbol:	DH	Confidenti:	Not Reported
Operatorna:	Wm. A. Bartholomae		
Wellnumber:	7	Leasename:	Bryant Ranch
Blmwell:	N	Countyname:	Orange
Fieldname:	Any Field		
Areaname:	Any Area		
Section :	29	Township:	03S
Range:	08W	Basemeridi:	SB
Elevation:	Not Reported		
Locationde:	Not Reported		
Latitude83:	33.887233		
Longitude8:	-117.744982		
Gissourcec:	hud		
Comments:	Not Reported		
Operatorco:	09312	Cacountyco:	059
Fieldcode:	000	Areacode:	00
Td:	0		
Site id:	CAOG80000022842		

31
WSW
1/2 - 1 Mile

OIL_GAS

CAOG80000022921

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Districtnu:	1	Apinumber:	05901121
Activewell:	N	Well type:	OG
Wellsymbol:	DH	Confidenti:	Not Reported
Operatorna:	Scoggin & Long		
Wellnumber:	T-1	Leasename:	Scoggins & Long
Blmwell:	N	Countyname:	Orange
Fieldname:	Any Field		
Areaname:	Any Area		
Section :	24	Township:	03S
Range:	09W	Basemeridi:	SB
Elevation:	Not Reported		
Locationde:	Not Reported		
Latitude83:	33.893061		
Longitude8:	-117.769846		
Gissourcec:	hud		
Comments:	Not Reported		
Operatorco:	07719	Cacountyco:	059
Fieldcode:	000	Areacode:	00
Td:	0		
Site id:	CAOG80000022921		

32
WSW
1/2 - 1 Mile

OIL_GAS

CAOG80000023004

Districtnu:	1	Apinumber:	05901059
Activewell:	N	Well type:	OG
Wellsymbol:	DH	Confidenti:	Not Reported
Operatorna:	Mid Cal Petro. Co.		
Wellnumber:	K-1	Leasename:	Mid Cal Petroleum Co.
Blmwell:	N	Countyname:	Orange
Fieldname:	Any Field		
Areaname:	Any Area		
Section :	24	Township:	03S
Range:	09W	Basemeridi:	SB
Elevation:	Not Reported		
Locationde:	Not Reported		
Latitude83:	33.895261		
Longitude8:	-117.771291		
Gissourcec:	hud		
Comments:	Not Reported		
Operatorco:	05897	Cacountyco:	059
Fieldcode:	000	Areacode:	00
Td:	0		
Site id:	CAOG80000023004		

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS RADON

AREA RADON INFORMATION

State Database: CA Radon

Radon Test Results

Zipcode	Num Tests	> 4 pCi/L
92886	76	7

Federal EPA Radon Zone for ORANGE County: 3

- Note: Zone 1 indoor average level > 4 pCi/L.
 : Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.
 : Zone 3 indoor average level < 2 pCi/L.

Federal Area Radon Information for ORANGE COUNTY, CA

Number of sites tested: 30

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	% >20 pCi/L
Living Area - 1st Floor	0.763 pCi/L	100%	0%	0%
Living Area - 2nd Floor	Not Reported	Not Reported	Not Reported	Not Reported
Basement	Not Reported	Not Reported	Not Reported	Not Reported

PHYSICAL SETTING SOURCE RECORDS SEARCHED

TOPOGRAPHIC INFORMATION

USGS 7.5' Digital Elevation Model (DEM)

Source: United States Geologic Survey

EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

Scanned Digital USGS 7.5' Topographic Map (DRG)

Source: United States Geologic Survey

A digital raster graphic (DRG) is a scanned image of a U.S. Geological Survey topographic map. The map images are made by scanning published paper maps on high-resolution scanners. The raster image is georeferenced and fit to the Universal Transverse Mercator (UTM) projection.

HYDROLOGIC INFORMATION

Flood Zone Data: This data, available in select counties across the country, was obtained by EDR in 2003 & 2011 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002 and 2005 from the U.S. Fish and Wildlife Service.

HYDROGEOLOGIC INFORMATION

AQUIFLOW^R Information System

Source: EDR proprietary database of groundwater flow information

EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

GEOLOGIC INFORMATION

Geologic Age and Rock Stratigraphic Unit

Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

STATSGO: State Soil Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Services

The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

SSURGO: Soil Survey Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Services (NRCS)

Telephone: 800-672-5559

SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Services, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

LOCAL / REGIONAL WATER AGENCY RECORDS

FEDERAL WATER WELLS

PWS: Public Water Systems

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

PWS ENF: Public Water Systems Violation and Enforcement Data

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

USGS Water Wells: USGS National Water Inventory System (NWIS)

This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

STATE RECORDS

Water Well Database

Source: Department of Water Resources

Telephone: 916-651-9648

California Drinking Water Quality Database

Source: Department of Health Services

Telephone: 916-324-2319

The database includes all drinking water compliance and special studies monitoring for the state of California since 1984. It consists of over 3,200,000 individual analyses along with well and water system information.

OTHER STATE DATABASE INFORMATION

California Oil and Gas Well Locations

Source: Department of Conservation

Telephone: 916-323-1779

Oil and Gas well locations in the state.

RADON

State Database: CA Radon

Source: Department of Health Services

Telephone: 916-324-2208

Radon Database for California

Area Radon Information

Source: USGS

Telephone: 703-356-4020

The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

EPA Radon Zones

Source: EPA

Telephone: 703-356-4020

Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

OTHER

Airport Landing Facilities: Private and public use landing facilities
Source: Federal Aviation Administration, 800-457-6656

Epicenters: World earthquake epicenters, Richter 5 or greater
Source: Department of Commerce, National Oceanic and Atmospheric Administration

California Earthquake Fault Lines: The fault lines displayed on EDR's Topographic map are digitized quaternary fault lines, prepared in 1975 by the United State Geological Survey. Additional information (also from 1975) regarding activity at specific fault lines comes from California's Preliminary Fault Activity Map prepared by the California Division of Mines and Geology.

STREET AND ADDRESS INFORMATION

© 2010 Tele Atlas North America, Inc. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned by or licensed to Tele Atlas North America, Inc. The use of this material is subject to the terms of a license agreement. You will be held liable for any unauthorized copying or disclosure of this material.



Murdock Property

Stonehaven Drive

Yorba Linda, CA 92886

Inquiry Number: 3321162.4

May 11, 2012

EDR Historical Topographic Map Report

EDR Historical Topographic Map Report

Environmental Data Resources, Inc.'s (EDR) Historical Topographic Map Report is designed to assist professionals in evaluating potential liability on a target property resulting from past activities. EDR's Historical Topographic Map Report includes a search of a collection of public and private color historical topographic maps, dating back to the early 1900s.

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

Disclaimer - Copyright and Trademark Notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. **NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT.** Purchaser accepts this Report AS IS. Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

Copyright 2012 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

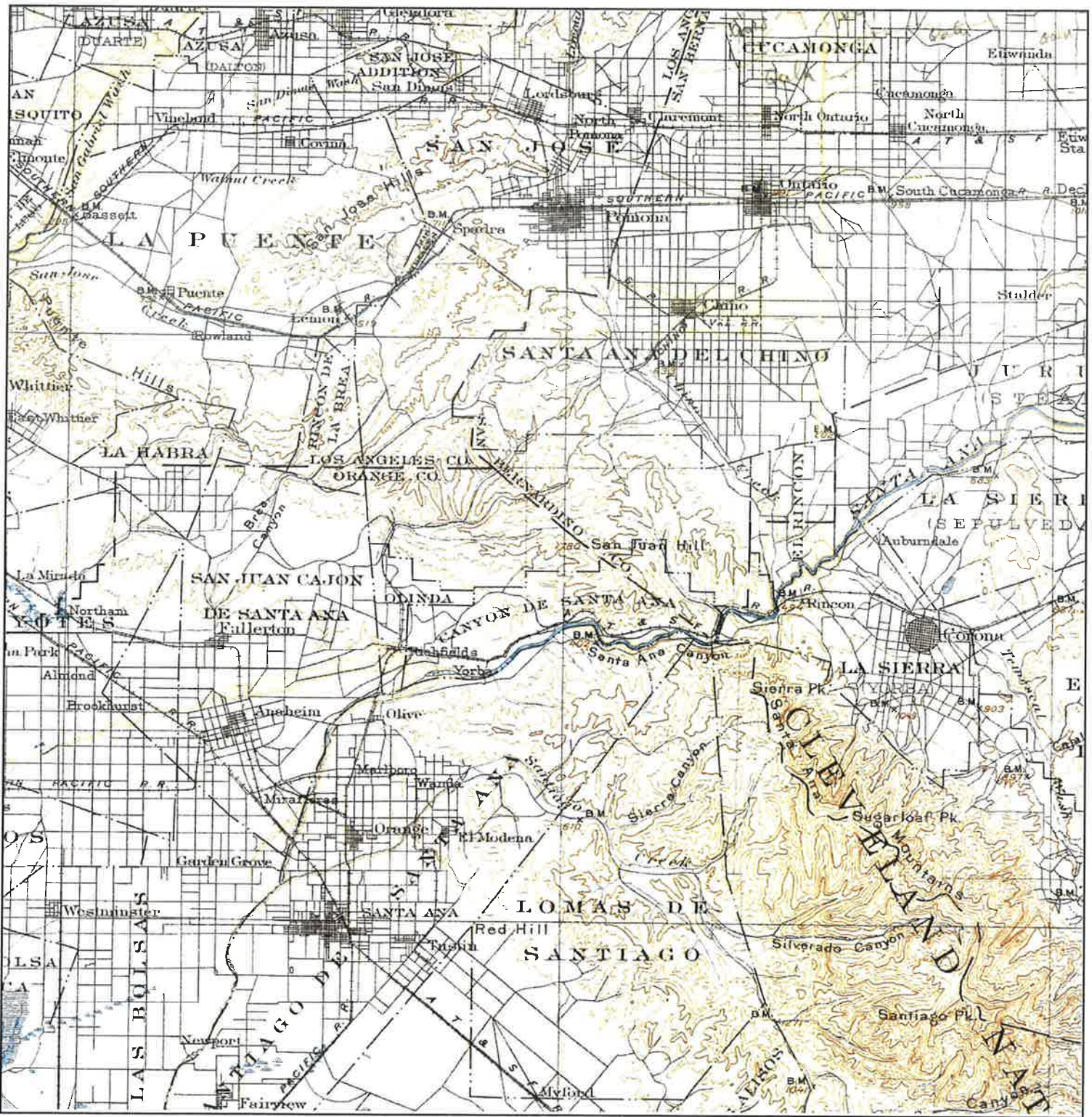
EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.


Historical Topographic Map



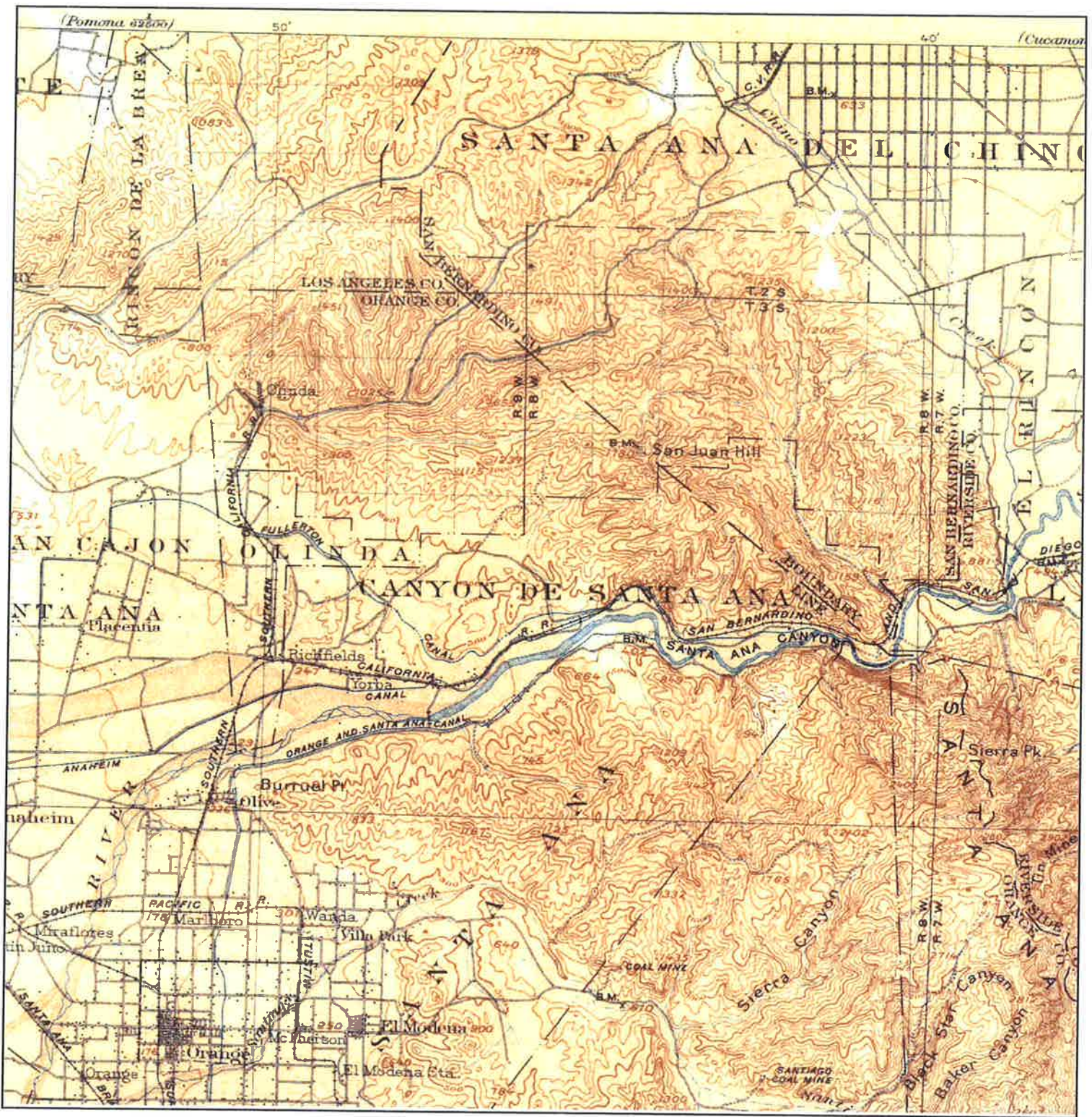
N 	TARGET QUAD NAME: ANAHEIM MAP YEAR: 1898	SITE NAME: Murdock Property ADDRESS: Stonehaven Drive Yorba Linda, CA 92886 LAT/LONG: 33.8985 / -117.7544	CLIENT: American Geotechnical CONTACT: Cathrene Glick INQUIRY#: 3321162.4 RESEARCH DATE: 05/11/2012
	SERIES: 15 SCALE: 1:62500		

Historical Topographic Map



N 	TARGET QUAD NAME: SOUTHERN CA SHEET 1 MAP YEAR: 1901	SITE NAME: Murdock Property ADDRESS: Stonehaven Drive Yorba Linda, CA 92886 LAT/LONG: 33.8985 / -117.7544	CLIENT: American Geotechnical CONTACT: Cathrene Glick INQUIRY#: 3321162.4 RESEARCH DATE: 05/11/2012
	SERIES: 60 SCALE: 1:250000		


Historical Topographic Map



<p>N ↑</p>	<p>TARGET QUAD NAME: CORONA MAP YEAR: 1902</p>	<p>SITE NAME: Murdock Property ADDRESS: Stonehaven Drive Yorba Linda, CA 92886 LAT/LONG: 33.8985 / -117.7544</p>	<p>CLIENT: American Geotechnical CONTACT: Cathrene Glick INQUIRY#: 3321162.4 RESEARCH DATE: 05/11/2012</p>
	<p>SERIES: 30 SCALE: 1:125000</p>		

Historical Topographic Map



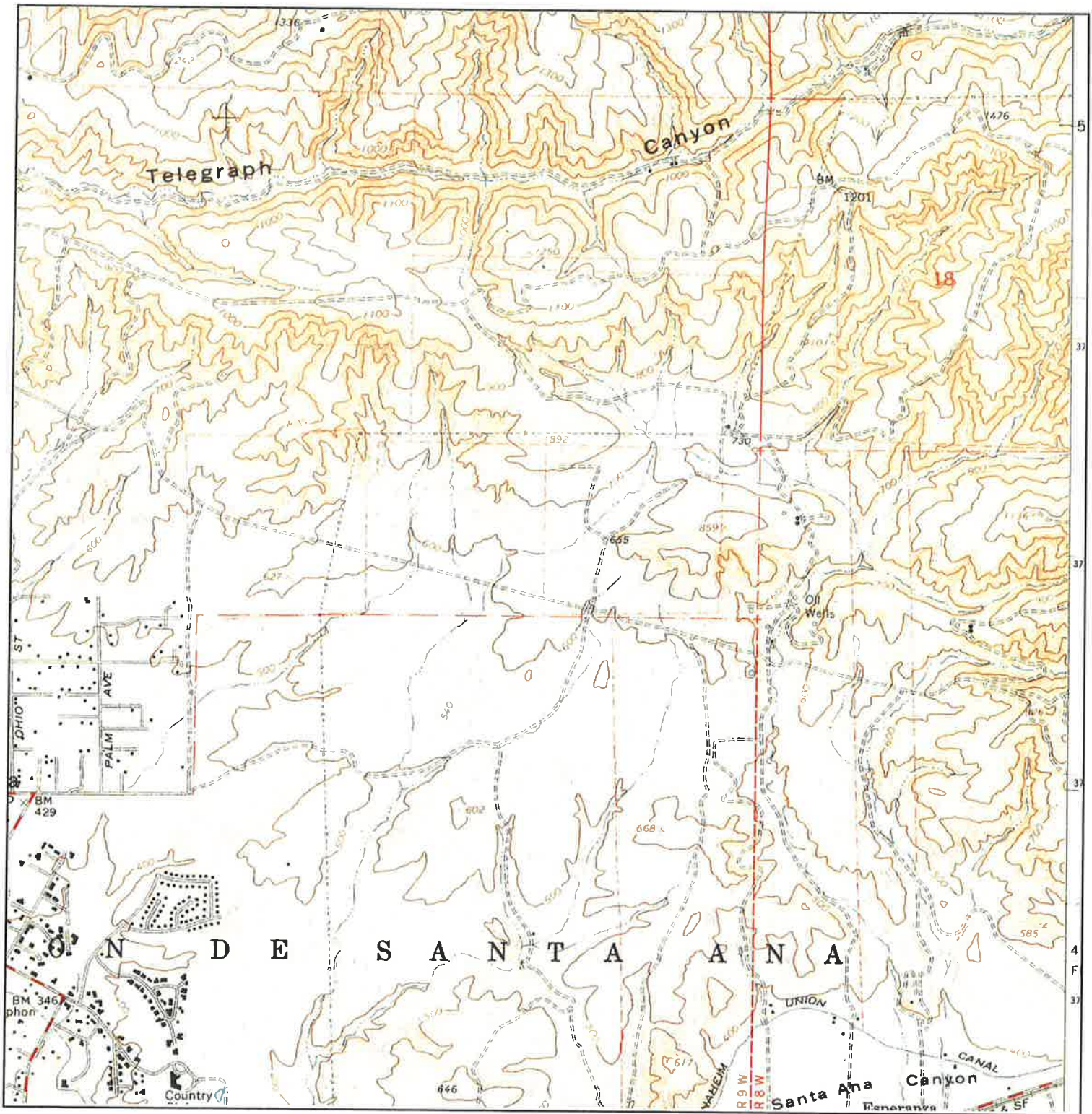
N 	TARGET QUAD NAME: ANAHEIM MAP YEAR: 1942	SITE NAME: Murdock Property ADDRESS: Stonehaven Drive Yorba Linda, CA 92886 LAT/LONG: 33.8985 / -117.7544	CLIENT: American Geotechnical CONTACT: Cathrene Glick INQUIRY#: 3321162.4 RESEARCH DATE: 05/11/2012
	SERIES: 15 SCALE: 1:50000		

Historical Topographic Map



N ↑	TARGET QUAD NAME: YORBA LINDA MAP YEAR: 1949	SITE NAME: Murdock Property ADDRESS: Stonehaven Drive Yorba Linda, CA 92886 LAT/LONG: 33.8985 / -117.7544	CLIENT: American Geotechnical CONTACT: Cathrene Glick INQUIRY#: 3321162.4 RESEARCH DATE: 05/11/2012
	SERIES: 7.5 SCALE: 1:24000		

Historical Topographic Map



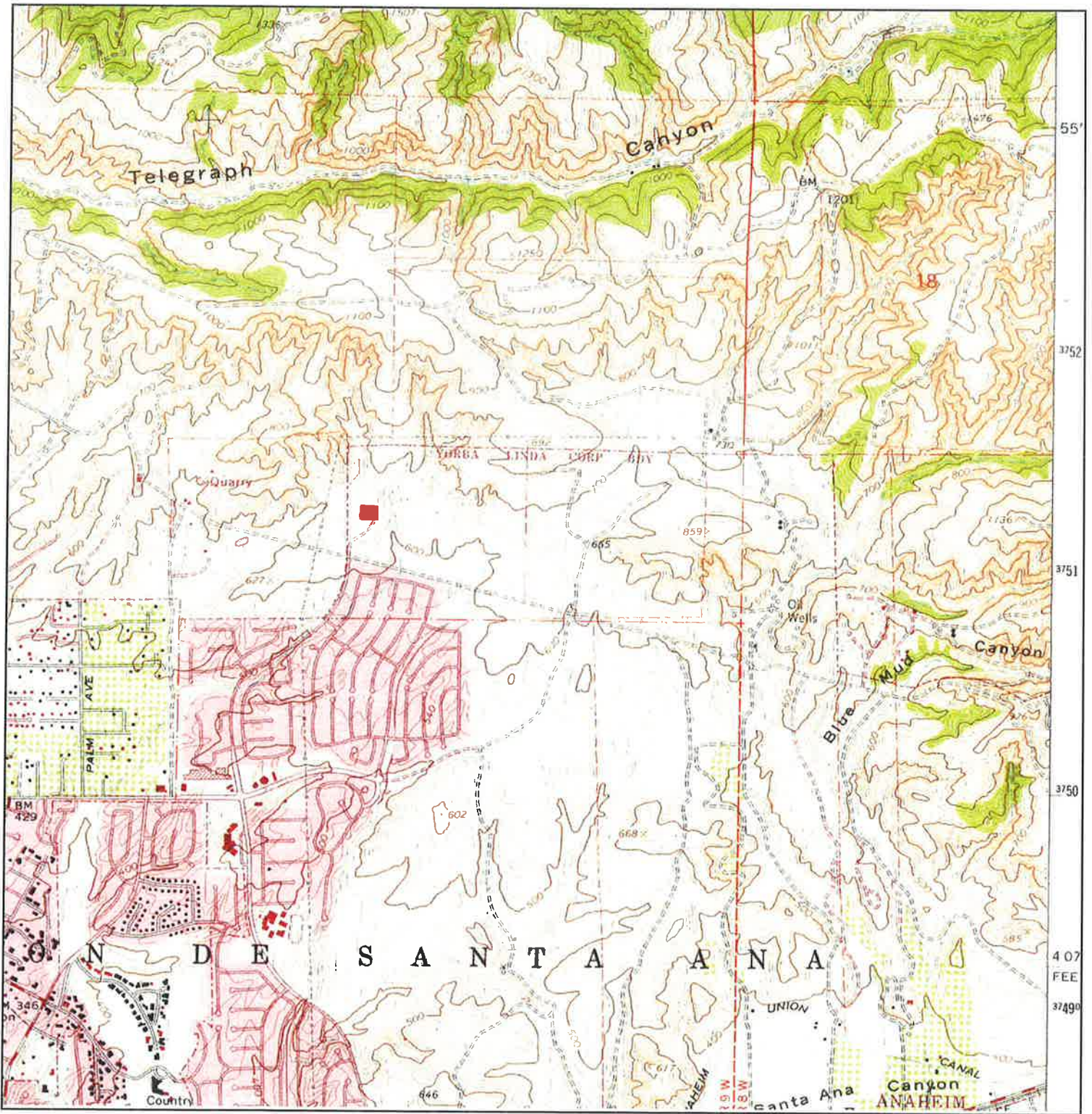
	TARGET QUAD NAME: YORBA LINDA MAP YEAR: 1964	SITE NAME: Murdock Property ADDRESS: Stonehaven Drive Yorba Linda, CA 92886 LAT/LONG: 33.8985 / -117.7544	CLIENT: American Geotechnical CONTACT: Cathrene Glick INQUIRY#: 3321162.4 RESEARCH DATE: 05/11/2012
	SERIES: 7.5 SCALE: 1:24000		

Historical Topographic Map



<p>N ↑</p>	<p>TARGET QUAD NAME: YORBA LINDA MAP YEAR: 1972 PHOTOREVISED FROM :1964 SERIES: 7.5 SCALE: 1:24000</p>	<p>SITE NAME: Murdock Property ADDRESS: Stonehaven Drive Yorba Linda, CA 92886 LAT/LONG: 33.8985 / -117.7544</p>	<p>CLIENT: American Geotechnical CONTACT: Cathrene Glick INQUIRY#: 3321162.4 RESEARCH DATE: 05/11/2012</p>

Historical Topographic Map



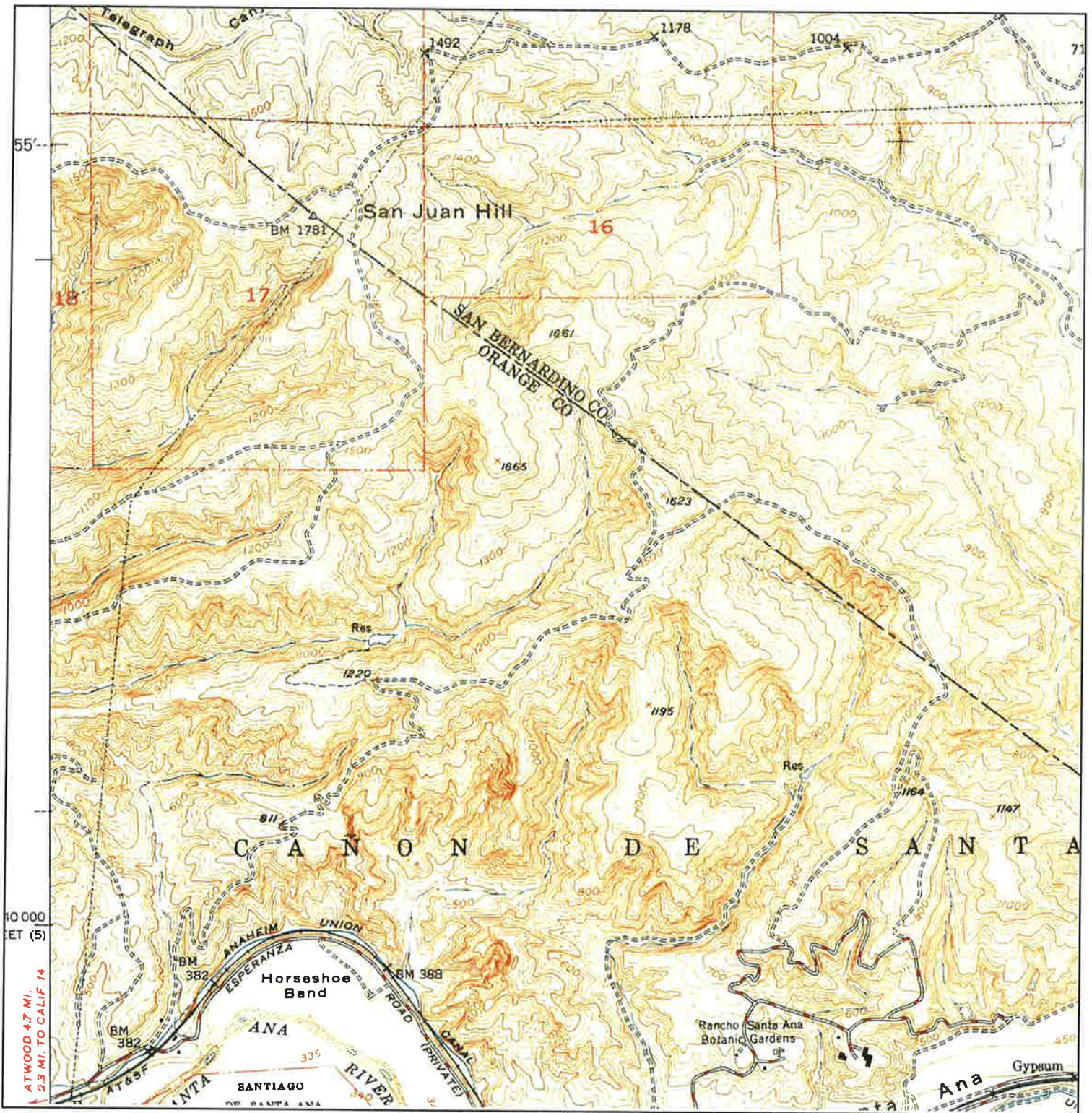
<p>N ↑</p>	TARGET QUAD	SITE NAME:	Murdock Property	CLIENT:	American Geotechnical
	NAME: YORBA LINDA	ADDRESS:	Stonehaven Drive	CONTACT:	Cathrene Glick
	MAP YEAR: 1981		Yorba Linda, CA 92886	INQUIRY#:	3321162.4
	PHOTOREVISED FROM :1964	LAT/LONG:	33.8985 / -117.7544	RESEARCH DATE:	05/11/2012
	SERIES: 7.5				
	SCALE: 1:24000				


Historical Topographic Map



N 	ADJOINING QUAD	SITE NAME:	CLIENT:
	NAME: CORONA	Murdock Property	American Geotechnical
	MAP YEAR: 1947	ADDRESS:	CONTACT: Cathrene Glick
	SERIES: 15	Yorba Linda, CA 92886	INQUIRY#: 3321162.4
SCALE: 1:50000	LAT/LONG: 33.8985 / -117.7544	RESEARCH DATE: 05/11/2012	


Historical Topographic Map



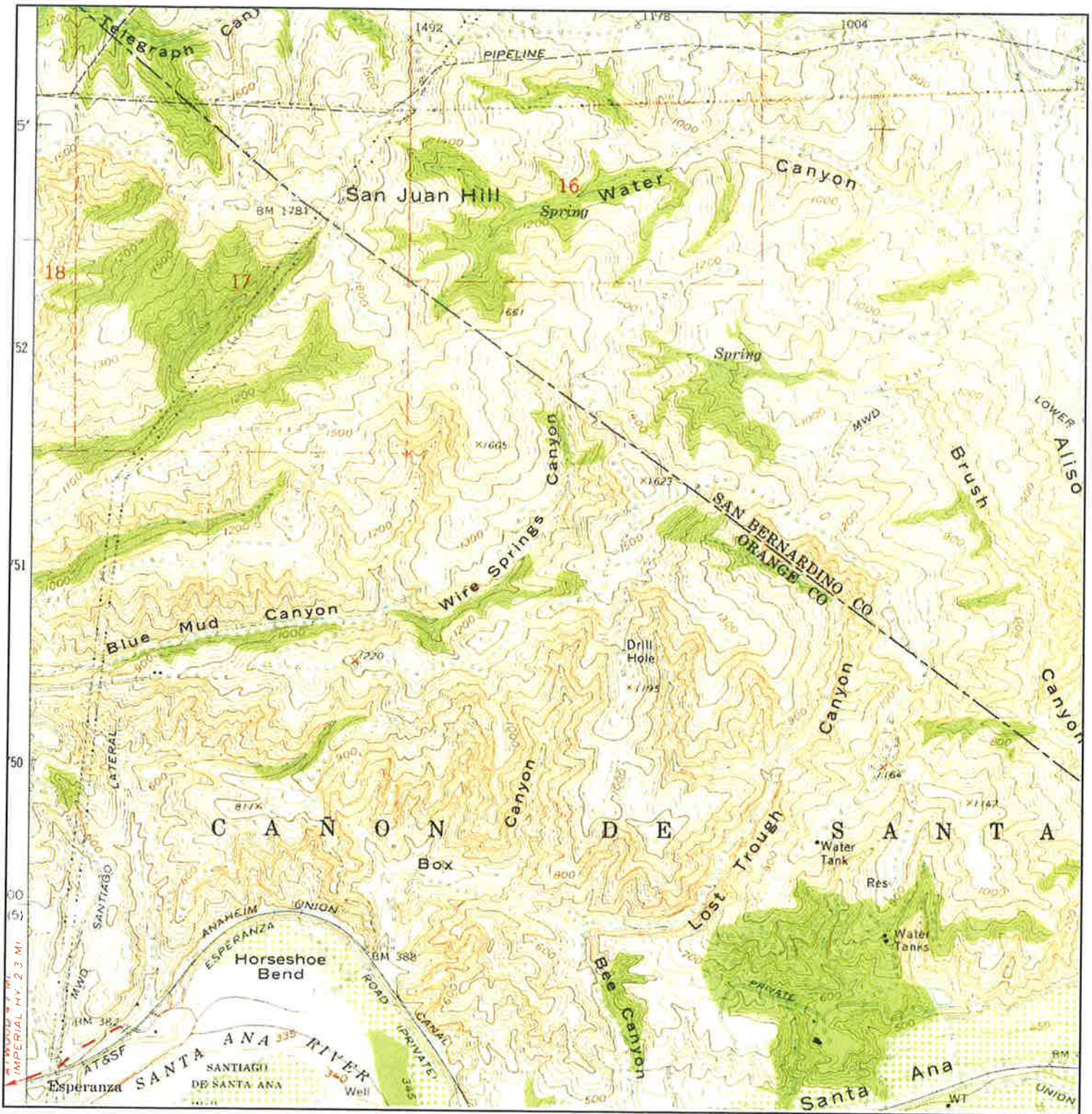
N 	ADJOINING QUAD	SITE NAME:	CLIENT:
	NAME: PRADO DAM	Murdock Property	American Geotechnical
	MAP YEAR: 1950	ADDRESS: Stonehaven Drive	CONTACT: Cathrene Glick
	SERIES: 7.5	Yorba Linda, CA 92886	INQUIRY#: 3321162.4
	SCALE: 1:24000	LAT/LONG: 33.8985 / -117.7544	RESEARCH DATE: 05/11/2012

Historical Topographic Map



N 	ADJOINING QUAD	SITE NAME:	CLIENT:
	NAME: PRADO DAM	ADDRESS: Stonehaven Drive	CONTACT: Cathrene Glick
	MAP YEAR: 1967	Yorba Linda, CA 92886	INQUIRY#: 3321162.4
	SERIES: 7.5	LAT/LONG: 33.8985 / -117.7544	RESEARCH DATE: 05/11/2012
SCALE: 1:24000			

Historical Topographic Map



N 	ADJOINING QUAD	SITE NAME:	CLIENT:
	NAME: PRADO DAM	ADDRESS: Murdock Property	CONTACT: American Geotechnical
	MAP YEAR: 1973	ADDRESS: Stonehaven Drive	CONTACT: Cathrene Glick
	PHOTOREVISED FROM :1967	ADDRESS: Yorba Linda, CA 92886	INQUIRY#: 3321162.4
	SERIES: 7.5	LAT/LONG: 33.8985 / -117.7544	RESEARCH DATE: 05/11/2012
	SCALE: 1:24000		

Historical Topographic Map



	ADJOINING QUAD	SITE NAME:	CLIENT:
	NAME: PRADO DAM	Murdock Property	American Geotechnical
	MAP YEAR: 1981	ADDRESS: Stonehaven Drive	CONTACT: Cathrene Glick
	PHOTOREVISED FROM :1967	Yorba Linda, CA 92886	INQUIRY#: 3321162.4
	SERIES: 7.5	LAT/LONG: 33.8985 / -117.7544	RESEARCH DATE: 05/11/2012
	SCALE: 1:24000		



Murdock Property

Stonehaven Drive

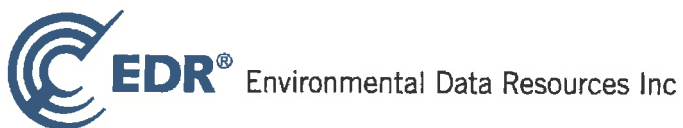
Yorba Linda, CA 92886

Inquiry Number: 3321162.5

May 15, 2012



The EDR Aerial Photo Decade Package



440 Wheelers Farms Road
Milford, CT 06461
800.352.0050
www.edrnet.com

EDR Aerial Photo Decade Package

Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

When delivered electronically by EDR, the aerial photo images included with this report are for ONE TIME USE ONLY. Further reproduction of these aerial photo images is prohibited without permission from EDR. For more information contact your EDR Account Executive.

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

Disclaimer - Copyright and Trademark Notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. **NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT.** Purchaser accepts this Report AS IS. Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

Copyright 2012 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.

Date EDR Searched Historical Sources:

Aerial Photography May 15, 2012

Target Property:

Stonehaven Drive

Yorba Linda, CA 92886

<u>Year</u>	<u>Scale</u>	<u>Details</u>	<u>Source</u>
1938	Aerial Photograph. Scale: 1"=666'	Flight Year: 1938	Laval
1938	Aerial Photograph. Scale: 1"=666'	Flight Year: 1938	Laval
1947	Aerial Photograph. Scale: 1"=666'	Flight Year: 1947	Fairchild
1952	Aerial Photograph. Scale: 1"=666'	Flight Year: 1952	Pacific Air
1968	Aerial Photograph. Scale: 1"=666'	Flight Year: 1968	Teledyne
1977	Aerial Photograph. Scale: 1"=666'	Flight Year: 1977	Teledyne
1977	Aerial Photograph. Scale: 1"=666'	Flight Year: 1977	Teledyne
1990	Aerial Photograph. Scale: 1"=666'	Flight Year: 1990	USGS
1994	Aerial Photograph. Scale: 1"=500'	/Composite DOQQ - acquisition dates: 1994	EDR
2005	Aerial Photograph. Scale: 1"=500'	Flight Year: 2005	EDR



INQUIRY #: 3321162.5

YEAR: 1938

| = 666'





INQUIRY #: 3321162.5

YEAR: 1938

| = 666'





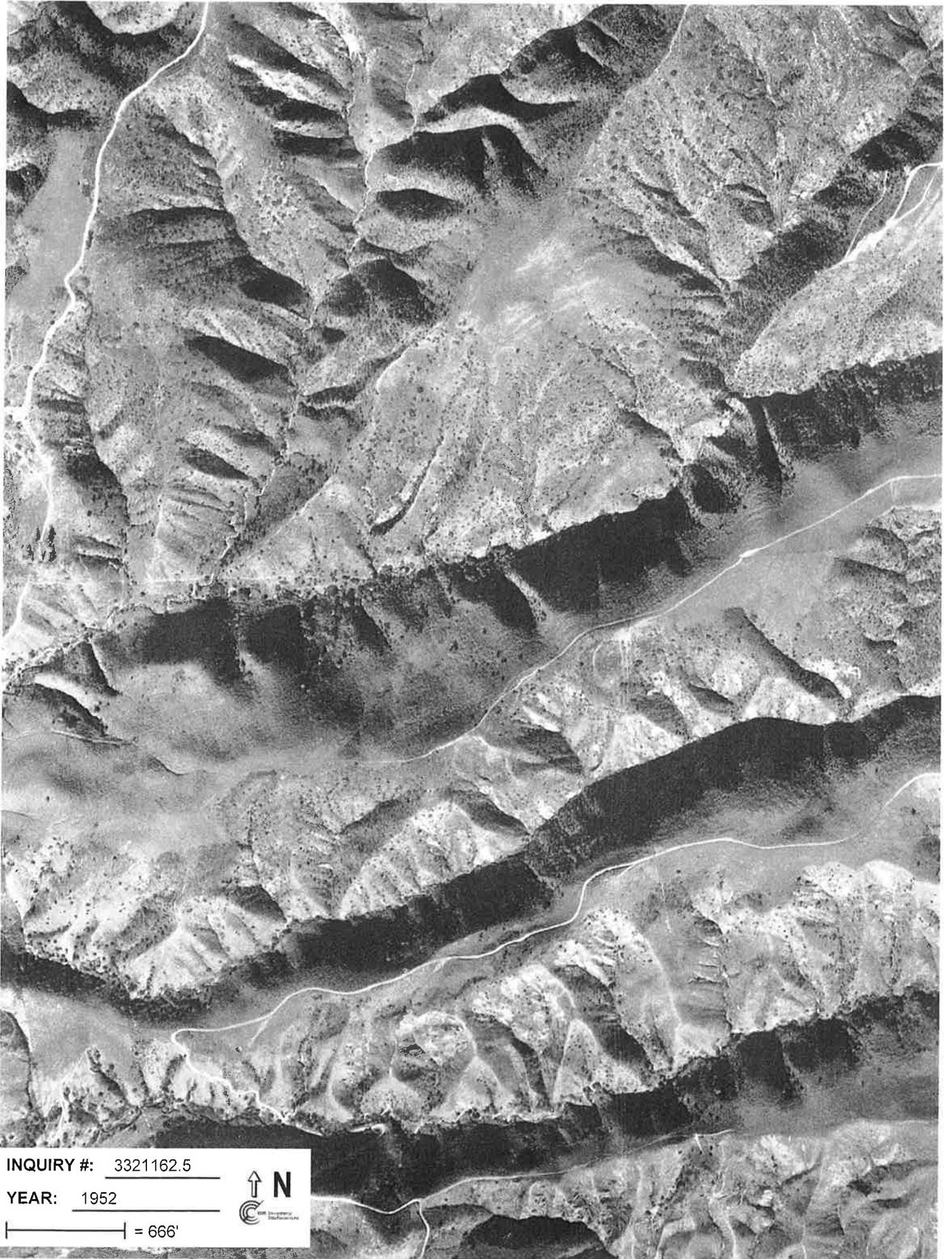
INQUIRY #: 3321162.5

YEAR: 1947

| = 666'



USGS
Earth Resources Information System

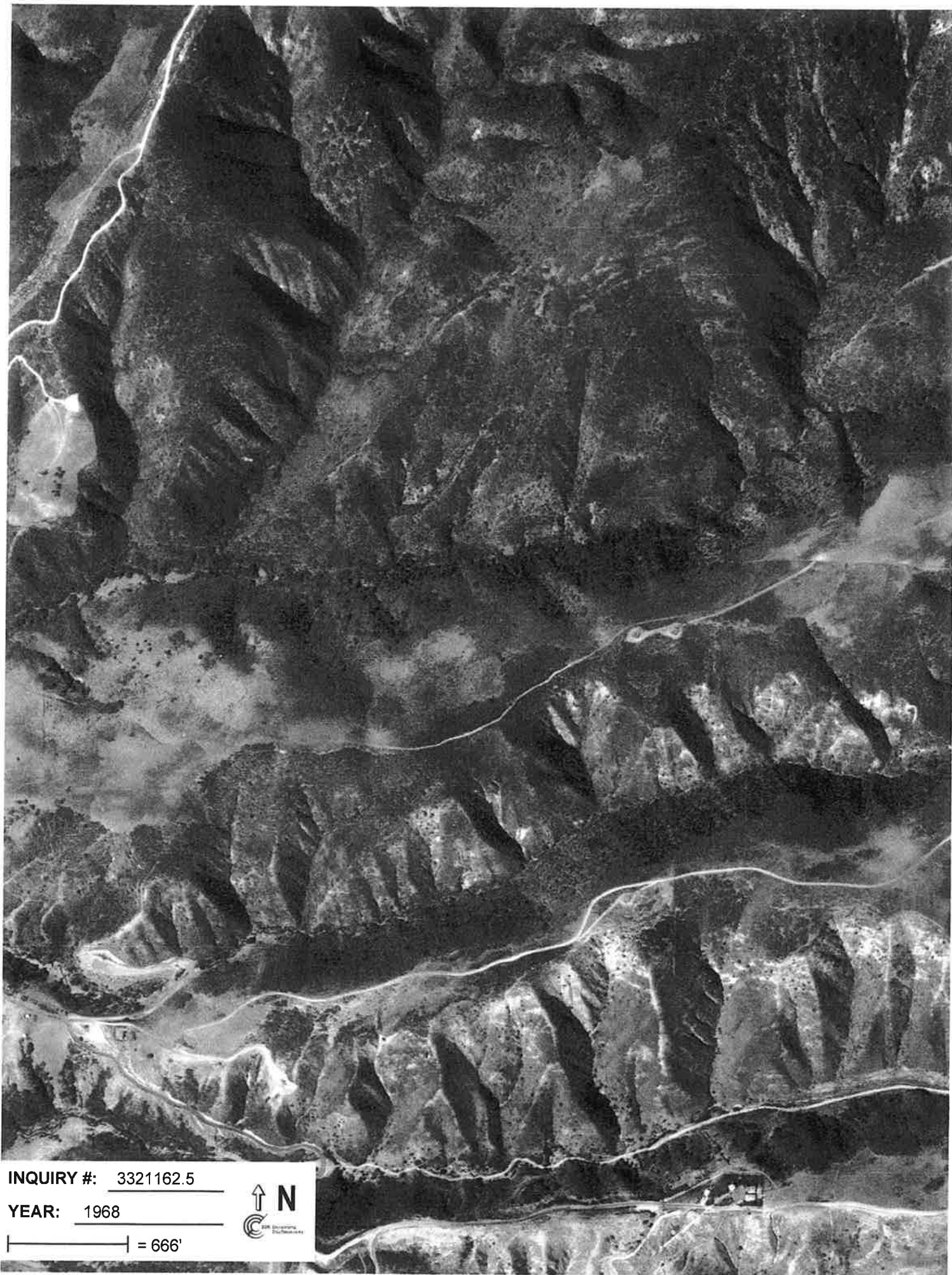


INQUIRY #: 3321162.5

YEAR: 1952

| = 666'





INQUIRY #: 3321162.5

YEAR: 1968

| = 666'





INQUIRY #: 3321162.5

YEAR: 1977

| = 666'





INQUIRY #: 3321162.5

YEAR: 1994

| = 500'





INQUIRY #: 3321162.5

YEAR: 1990

| = 666'





INQUIRY #: 3321162.5

YEAR: 1977

| = 666'



National Geographic Society



INQUIRY #: 3321162.5

YEAR: 2005

| = 500'



Murdock Property

Stonehaven Drive
Yorba Linda, CA 92886

Inquiry Number: 3321162.6
May 21, 2012

The EDR-City Directory Image Report

TABLE OF CONTENTS

SECTION

Executive Summary

Findings

City Directory Images

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

Disclaimer - Copyright and Trademark Notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. **NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT.** Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

Copyright 2012 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc. or its affiliates is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.

EXECUTIVE SUMMARY

DESCRIPTION

Environmental Data Resources, Inc.'s (EDR) City Directory Report is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's City Directory Report includes a search of available city directory data at 5 year intervals.

RESEARCH SUMMARY

The following research sources were consulted in the preparation of this report. A check mark indicates where information was identified in the source and provided in this report.

<u>Year</u>	<u>Target Street</u>	<u>Cross Street</u>	<u>Source</u>
2002	<input type="checkbox"/>	<input type="checkbox"/>	Haines Criss-Cross Directory
1995	<input type="checkbox"/>	<input type="checkbox"/>	Haines Criss-Cross Directory
1989	<input type="checkbox"/>	<input type="checkbox"/>	Haines Criss-Cross Directory

RECORD SOURCES

EDR is licensed to reproduce certain City Directory works by the copyright holders of those works. The purchaser of this EDR City Directory Report may include it in report(s) delivered to a customer. Reproduction of City Directories without permission of the publisher or licensed vendor may be a violation of copyright.

FINDINGS

TARGET PROPERTY STREET

Stonehaven Drive
Yorba Linda, CA 92886

<u>Year</u>	<u>CD Image</u>	<u>Source</u>	
<u>Stonehaven Drive</u>			
2002	-	Haines Criss-Cross Directory	Street not listed in Source
1995	-	Haines Criss-Cross Directory	Street not listed in Source
1989	-	Haines Criss-Cross Directory	Street not listed in Source

FINDINGS

CROSS STREETS

No Cross Streets Identified

APPENDIX B

ENVIRONMENTAL DATA RESOURCE (EDR) REPORT



Chicago Title Company

11870 Pierce Street #100
Riverside, CA 92505
(951) 710-5800

Title Department:

Chicago Title Company
Attn: Kelly McDole
Email: McDoleK@CTT.com
Phone: (909) 381-6751
Fax: (909) 384-7981
Order No.: 117400771-K26

Escrow Department:

PRELIMINARY REPORT

Property Address: Orange County, California

Dated as of: August 26, 2011 at 7:30 am

In response to the application for a policy of title insurance referenced herein, Chicago Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said Policy forms.

The printed Exceptions and Exclusion from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

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

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY

SCHEDULE A

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

A Fee

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

Castle & Cooke Yorba Linda, LLC, a California limited liability company

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

END OF SCHEDULE A

RECORDING REQUESTED BY

Castle & Cooke Yorba Linda, LLC

**AND WHEN RECORDED MAIL THIS DEED
AND UNLESS OTHERWISE SHOWN BELOW,
MAIL TAX STATEMENT TO:**

Castle & Cooke Yorba Linda, LLC
10900 Wilshire Blvd., Ste. 1600
Los Angeles, CA 90024
Attn: Mary J. Garnett, Esq.

Recorded In Official Records, Orange County

Tom Daly, Clerk-Recorder



15.00

2008000210448 08:00am 05/05/08

108 49 G02 4

0.00 0.00 0.00 0.00 9.00 0.00 0.00 0.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES

Documentary Transfer Tax is None - "The grantors and the grantees in this conveyance are comprised of the same parties who continue to hold the same proportionate interest in the property, R&T 11925(d)."

City of Yorba Linda - Parcel Nos. 351-031-06, 351-751-01, 351-791-14, 351-783-04 and 351-772-02.

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

**David H. Murdock, as Trustee
of the David H. Murdock Living Trust
dated May 28, 1986, as amended**

hereby grants to

**Castle & Cooke Yorba Linda, LLC,
a California limited liability company,**

the real property located in the County of Orange, State of California, as described on Exhibit A attached hereto and incorporated herein by reference.

Dated: May 1, 2008

David H. Murdock, as Trustee of the David H. Murdock
Living Trust dated May 28, 1986, as amended

ACCOMMODATION ONLY
OC 15138-X 67

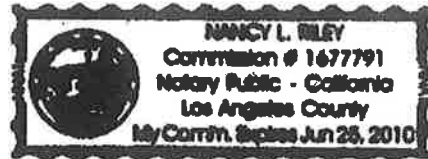
STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 1st day of May, 2008 before me, Nancy L. Riley, a notary public in and for said county and state, personally appeared David H. Murdock 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 Nancy L. Riley



[Seal]

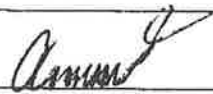
GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the Notary Seal on the document to which this Statement is attached reads as follows:

NAME OF THE NOTARY: Nancy L. Riley
DATE COMMISSION EXPIRES: 6-25-10
COUNTY WHERE BOND IS FILED: L.A.
COMMISSION NUMBER: 1677791 VENDOR#: NWA7

I certify under penalty of perjury and the laws of the State of California that the illegible portion of this document to which this statement is attached reads as follows:

PLACE OF EXECUTION: LOS ANGELES DATE: 5-5-08

SIGNATURE: 

* Personally know to me (or proved to me on the basis of satisfactory evidence) to be the person(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 entity upon behalf of which the person(s) acted, executed the instrument.

EXHIBIT A

THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

Parcel A:

Those portions of the second class land allotted to P. Yorba and to W. McKee and that portion of the second and third class lands allotted to Jesus Wilson De Shorb and that portion of the second and third class lands allotted to R. G. De La Riva by Decree of Partition rendered February 3, 1874 in the District Court of the State of California in and for the County of Los Angeles, in Case No. 1978 and shown on a map filed in said case, a certified copy of which was recorded February 6, 1874 in Book 28, Page 158 of Deeds, Records of said Los Angeles County, California, together with those portions of Sections 17 and 18 in Township 3 South, Range 8 West, San Bernardino Meridian, in the County of Orange, State of California, bounded as follows:

Northerly by that certain boundary line described in Boundary Line Agreements recorded October 19, 1973 in Book 10953, Page 171; November 16, 1973 in Book 10993, Page 390; November 30, 1973 in Book 11009, Page 596; December 5, 1973 in Book 11014, Page 700; and January 17, 1974 in Book 11059, Page 228, Official Records of Orange County, California, Easterly by that certain line described in a Boundary Line Agreement between Anaheim Union Water Company and Samuel Dakin and others recorded February 14, 1974 in Book 11076, Page 405 of said Official Records, Westerly by that certain line described in an agreement recorded July 15, 1957 in Book 3973, Page 485 of said Official Records, and Southerly by the Northerly line of Parcel 2 as shown on a map filed in Book 121, Pages 16 and 17 of Parcel Maps, in the Office of the County Recorder of said County, California.

Parcel B:

Parcel 2, in the County of Orange, State of California, as shown on a map filed in Book 121, Pages 16 and 17 of Parcel Maps, in the Office of the County Recorder of said County, California.

LEGAL DESCRIPTION

PARCEL 1:

THOSE PORTIONS OF THE SECOND CLASS LAND ALLOTTED TO P. YORBA AND TO W. MC KEE AND THAT PORTION OF THE SECOND AND THIRD CLASS LANDS ALLOTTED TO JESUS WILSON DE SHORB AND THAT PORTION OF THE SECOND AND THIRD CLASS LANDS ALLOTTED TO R. G. DE LA RIVA BY DECREE OF PARTITION RENDERED FEBRUARY 3, 1874 IN THE DISTRICT COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF LOS ANGELES, IN CASE NO 1978 AND SHOWN ON A MAP FILED IN SAID CASE, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 6, 1874 IN [BOOK 28, PAGE 158](#) OF DEEDS, RECORDS OF SAID LOS ANGELES COUNTY, CALIFORNIA, TOGETHER WITH THOSE PORTIONS OF SECTIONS 17 AND 18 IN TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, BOUNDED AS FOLLOWS:

NORTHERLY BY THAT CERTAIN BOUNDARY LINE DESCRIBED IN BOUNDARY LINE AGREEMENTS, RECORDED OCTOBER 19, 1973 IN [BOOK 10953, PAGE 171](#); NOVEMBER 16, 1973 IN [BOOK 10993, PAGE 390](#); NOVEMBER 30, 1973 IN [BOOK 11009, PAGE 596](#); DECEMBER 5, 1973 IN [BOOK 11014, PAGE 700](#) AND JANUARY 17, 1974 IN [BOOK 11059, PAGE 228](#), OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, EASTERLY BY THAT CERTAIN LINE DESCRIBED IN A BOUNDARY LINE AGREEMENT BETWEEN ANAHEIM UNION WATER COMPANY AND SAMUEL DAKIN AND OTHERS RECORDED FEBRUARY 14, 1974 IN [BOOK 11076, PAGE 405](#) OF SAID OFFICIAL RECORDS, WESTERLY BY THAT CERTAIN LINE DESCRIBED IN AN AGREEMENT RECORDED JULY 15, 1957 IN [BOOK 3973, PAGE 485](#) OF SAID OFFICIAL RECORDS, AND SOUTHERLY BY THE NORTHERLY LINE OF PARCEL 2 AS SHOWN ON A MAP FILED IN [BOOK 121, PAGES 16 AND 17](#) OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, CALIFORNIA.

EXCEPT THEREFROM, ALL OIL, OIL RIGHTS, NATURAL GAS RIGHTS, MINERAL RIGHTS AND OTHER HYDROCARBON SUBSTANCES BY WHATEVER NAME KNOWN, TOGETHER WITH APPURTENANT RIGHTS THERETO, WITHOUT, HOWEVER, ANY RIGHTS TO ENTER UPON THE SURFACE OF SAID LAND NOR ANY PORTION OF THE SUBSURFACE LYING ABOVE A DEPTH OF 500 FEET, AS EXCEPTED OR RESERVED IN INSTRUMENTS OF RECORD.

PARCEL 2:

PARCEL 2, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN [BOOK 121 PAGES 16 AND 17](#) OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM, ALL OIL, OIL RIGHTS, NATURAL GAS RIGHTS, MINERAL RIGHTS AND OTHER HYDROCARBON SUBSTANCES BY WHATEVER NAME KNOWN, TOGETHER WITH APPURTENANT RIGHTS THERETO, WITHOUT, HOWEVER, ANY RIGHTS TO ENTER UPON THE SURFACE OF SAID LAND NOR ANY PORTION OF THE SUBSURFACE LYING ABOVE A DEPTH OF 500 FEET, AS EXCEPTED OR RESERVED IN INSTRUMENTS OF RECORD.

END OF LEGAL DESCRIPTION

The subject of the present of land awarded in the
interlocutory decree, set belonging to Antonio de la
Quinta Bernardo Verbal and Juan Verbal and that
said referent made partition thereof as directed by
said decree between the parties entitled to it, and the
said league of land so located by said referees, is
particularly described as follows: Commencing at a
point 4 chains E of Rancho corner N 44 thence N 44
chains to rancho, corner N 44 thence N 40 chains, thence
N 40 chains, thence N 80 chains, thence N 80 chains,
thence S 40 chains, thence N 80 chains, thence S 40 chains,
thence N 4 chains, thence S 160.25 chains, thence S 69
E 23 chains, thence S 45° E 41 chains, thence N 73° E
20 chains, thence N 83.3° E 4.23 chains, thence N 68.3° E
1' 8 chains, thence N 77.75° E 10.60 chains, thence S 83.3°
E 3.00 chains, thence S 53.74° E 10 chains, thence N 87.72° E
5.00 chains, thence N 75.71° E 2.25 chains, thence N 60° E 3.
96 chains, thence N 70.32° E 10.44 chains, thence N 78.74° E
24.75 chains, thence N 73.71° E 13.73 chains, thence S 45.75° E
10.75 chains, thence S 69.71° E 17.00 chains, thence N 73° E
3.00 chains, thence S 65° E 18.50 chains, thence N 113.00 chains
to the place of Beginning;

Juan Verbal It is now ordered, adjudged and decreed that of this
league of land so segregated the following piece or
parcel of land be, and is, set off to Bernardo Verbal
and Juan Verbal jointly, their heirs and assigns for
ever, free clear and discharged of all claims
or title therein, of the other parties herein, or their
legal representatives, as their portion of said league,
and described as follows, to wit: Commencing at a
point 4.00 chains E of Rancho corner N 44, thence N

... 4000 chains, thence to 4000 to 4000 chains, then
to 4000 to 4000 chains, thence to 4000 to 4000 chains, then
to 4000 to 4000 chains, thence to 4000 to 4000 chains, then
to 4000 to 4000 chains, thence to 4000 to 4000 chains,
to the place of beginning. Containing about 10000 acres marked
on the map herein referred to by filed 'B. J. Verba'

It is further ordered, adjudged and decreed, that the
plaintiff Andrés de Davila, wife of Pedro Quintana
as her separate and individuals property, free and clear
of all title, of her said husband therein, do henceforward
and forever have and hold in severally, and be
free plus and discharged of all claims, title, interest,
or ownership therein of the other parties herein,
or of either of them, or of the successors and representa-
tives of them, and as her separate share of said
league, hereinbefore described, all of said league
remaining, after deducting therefrom, the part, allotted
and set off to said Bernardo y Javier Verba as
hereinbefore described, said part, so allotted and set
off to Andrés de Davila contains 2117 1/2 acres and
is marked on the map herein filed 'A. Davila' to
which reference is made. It is further ordered, ad-

Judicial
Verba

judged and decreed, that the Defendant, Prudencio Verba
his heirs and assigns, do henceforward forever have
and hold in severally, and be free, clear and discharged
of all claims, title, interest, or ownership therein, of
the other parties herein or any of them, or of the suc-
cessors or representatives of them, or of either of them,
the following described tracts of land, as situated
and located by the said referees mentioned in
said interlocutory decree, as belonging to
Verba, as follows, to wit: The tract of

...ing South by East, bearing from the pole corner of the dwelling house of Prudencio Urbal thence N 70° W 10.70 chains, thence East N 1.30 chains, thence N 64° W 9.50 chains, thence S 19° W 8.00 chains, thence S 96° to 97° chains, thence S 20° W 20 links, thence S 48° to 12.25 chains, thence N 3° E 6.60 chains, to place of beginning containing 16 ³/₄ acres, as shown on Diagram B herein filed. The lot, and dwelling house thereon, now in possession and used as a dwelling house by Prudencio Urbal, commencing at the S E corner of said dwelling house, thence N 36° E 1.50 chains, thence in a North westerly course following the line of said inclosure 0.33 chains, thence in a Northwesterly course along the line of said inclosure 0.30 chains, thence in a Northwesterly course along the line of the inclosure 0.30 chains, to the N E corner of the inclosure, thence S 33° W 1.70 chains, thence S 51° E 1.25 chains to the place of beginning, all of which more fully appears by Diagram B herein returned and filed with the reports of said Referees, 3 The mill site on said rancho as ascertained and located by said referees and described as follows, commencing at Station No 3 of D Urbal's tract of 3^d class land as appears by Map herein filed, thence N 66° E 3.63 chains to as above, the place of beginning, thence S 27° E 2.38 chains, thence N 61 1/2° E 4.53 chains, thence N 40 1/2° W 4.20 chains, thence S 33° W 2.90 chains, thence S 37° E 0.63 chains to place of beginning, Together with the right to use a certain fluted ditch across said rancho for said mill use, heretofore used and established by said referees...

tract of land to wit, the lot, as described, in the
a house thereon, now used by said Allegria de Jesus
Verba de Espallos as a dwelling house described
as follows to wit, commencing at a point S 40° W
120 chains from station No 1 of the tract, marked
Scully, in the Map Survey filed since by said
chase. Thence S 13° W 150 chains, thence
thence N 13° W 150 chains to the point of beginning,
2. The lot, fenced & improved as a vineyard as
described in said interlocutory decree, and according
to the boundaries ascertained & established by said
referees, as follows to wit, commencing at S.W. corner
of Diego Verba tract - Station 2 of this tract (Table
on Map) thence South 3.45 chains, thence S 86 1/4° W
5.90 chains to N.W. corner of this tract, point of beginning,
thence S 5° N 3.45 chains, thence S 79° E 10.50 chains, thence
N 4 1/2° E 3.10 chains, thence N 60° N 3.30 chains, thence
N 30° N 3.30 chains, thence N 30° E 6.20 chains to place
of beginning, containing 7 1/2 acres, all of which more
fully appears by Diagram A returned & filed
with this report, by said referees, to which refer-
ence is made. It is further ordered, adjudged &
determined, that a certain field in said Rancho men-
tioned in said interlocutory decree, be, and is set
off to Marcos Verba his heirs & assigns forever,
according to the boundaries ascertained & established
by said Referees, and described, as follows, com-
mencing at a point S 85° E 10 chains from station 11
of M Verba tract, of 1st class land, the said point of
beginning being station 5 of M Verba tract, of 1st class land,
thence N 13° E 11.25 chains, thence S 69 1/2° E 12.20 chains, thence
S 9° N 9.20 chains, thence N 79° W 12.00 chains, to the place

and established the boundaries of the certain parcel
set off from said tract as the property of Andres
E de Davila & Wolf Kalisher & Henry Warrenting
follows to wit: Commencing at a point, 220 chains
North of the Sycamore Tree, mentioned in said
interlocutory decree, thence due N 24.05 chains, thence S
74.00 W 11.00 chains, thence S 20.00 E 23.00 chains, thence to
the line extending North from said Sycamore Tree.

Andres E de Davila It is now ordered, adjudged and decreed that of this
tract of land so segregated the following piece or par-
cel of land be, and is set off to Andres E de Davila
as his separate individual property, free, clear and
discharged of all claims, title interest, or ownership
therein, of the other parties herein, or of the succes-
sors or representatives of them or either of them des-
cribed as follows to wit: Beginning at the point
above mentioned, 0.20 chains N of said Sycamore
Tree, thence N 15.05 chains, thence S 74.00 W 8.15 chains
thence S 20.00 E 14.50 chains, thence due East to the line
extending North from said Sycamore Tree.

Andres E de Davila It is further ordered, adjudged and decreed that all of
the remaining part of land so segregated and set off
as hereinbefore described be, and is set off to
Wolf Kalisher & Henry Warrenting their heirs and
assigns forever, but without division among them-
selves, and free, clear and discharged of all
claims, title or interest, whatever therein, of the other
parties herein, or any of them, or of the successors
representatives of them or either of them. It appears
to me to the Court that the said request is
granted.

as the Stadel Wall Vineyard is follows, beginning
at the Stadel Wall of the enclosure of said
Stadel, the Stadel Wall Station W 20 of N 1/2
30 Pass South, thence S 69° W to 4.50 chains thence N 44°
W to 12.48 chains thence W 69° E to 4.50 chains thence S 44°
E to 12.48 chains to the point of beginning, and that of
this Vineyard, so segregated the said referees in obe-
dience to said interlocutory decree, did divide and
allot the same to the several owners as adjudged in
said decree; Now therefore it is ordered, adjudged and
decreed that the said Vineyard, as hereinbefore des-
cribed, be, and is set off in specific and separate tracts
in the proportions, quantities and boundaries hereinafter
described, to the following named defendants, their
heirs and assigns forever, hereinafter, to have and
hold the same in severalty, 1 To Prudencia Verba a
strip of land extending across said Vineyard 0.76 chains
wide from the South boundary of said Vineyard, 2
To Maria de Jesus Verba de Scully in his own sep-
arate right, a strip extending across said Vineyard
0.76 chains North and adjoining the part allotted and
set off to Prudencia Verba as above stated, 3 To
Wolf Kalisher and Henric Hartenberg jointly without
division among themselves, a strip extending across
said Vineyard 0.76 chains wide North and adjoining
the part allotted and set off to Maria de Jesus
Verba de Scully as above stated, 4 To Bernard
Verba a strip extending across said Vineyard 0.76
chains North and adjoining the part allotted and
set off to Kalisher and Hartenberg as above stated,
5 To Gavri Verba a strip of land extending across
said Vineyard 0.76 chains wide North and adjoining
the part allotted and set off to Bernard Verba

Verba
Scully

Verba
Scully

Hartenberg

Verba

Verba

of land within said Vineyard, etc. chains
wide North and adjoining that part, allotted and set
off to Juanes Verba last above stated, 7 To Leon
Verba de Roseland a strip of land extending across
said Vineyard 0.76 chains wide North and adjoining
the part, allotted and set off to Leon Verba
as above stated, 8 To Ynez Verba de Cota in the
non separate right a strip of land extending across
said Vineyard 0.76 chains wide North and adjoining
the part, allotted and set off to Leon Verba de
Roseland, as above stated, 9 To Prudencio Verba
a strip of land extending across said Vineyard
2.28 chains in width North and adjoining that
part, allotted and set off to Ynez Verba de Cota,
as above stated, 10 To Felipe Verba a strip of
land across said Vineyard 0.76 chains in width
and adjoining that part, allotted and set off to Prudencio
Verba, as above stated, 11 To Trinidad
Verba a strip across said Vineyard 1.26 chains in
width North and adjoining that part, allotted and
set off to Felipe Verba, as above stated, 12 To
Teodoro Verba a strip across said Vineyard 1.26
chains in width ^{North} and adjoining that part, allotted
and set off to Trinidad Verba as above stated,
13 To Thomas Verba a strip across said Vineyard
1.26 chains North and adjoining that part, allotted
and set off to Teodoro Verba as above stated, Refer-
ence being made to Diagram B herein filed
for a particular description of said Vineyard
and its said subdivisions, It appearing to the Court
that the said Referees in obedience to the inter-
locutory decrees have ascertained and found the
boundaries of the

An dwelling house of Bernardo Cortes deceased, containing about fifteen acres as follows, beginning at the South West corner of said Vineyard, the same being Station No 12 of the 1st class land allotted to Galister and Hartenberg as appears on the map of said rancho thence North thence N 79° E 1490 chains, thence N 61° E 1027 chains to Station No 3 of Tomas Cortes 2d class land as shown by map of rancho, thence N 33° E 527 chains thence S 72° E 1990 chains, thence S 73° E 736 chains thence S 50° E 870 chains, thence S 41° E 320 chains, thence S 33° E 320 chains to the point of beginning, containing 15 1/2 acres, and that of said Vineyard so segregated from the divisible lands of said rancho, the said report decided and allotted the same to the several owners, in separate specific tracts as adjudged in said decree. It is ordered, adjudged and decreed that, the said Vineyard be, and is, set off to the parties hereinafter named, their heirs and assigns in the proportions hereinafter described, henceforward to have and to hold in severable parts their respective shares and specific tracts, forever free, clear and discharged of all claim, title or interest, of any of the parties herein, or their successors and representatives or any of them, as follows to wit: 1. To Wolf Galister and Henry Hartenberg Lot No 1, the same being a strip 169 chains wide off from the West end and extending across said Vineyard from North to South. 2. To Bernardo Cortes Lot No 2 the same being a strip extending across said Vineyard from North to South 117 chains wide, East and adjoining the lot allotted to said Galister and Hartenberg above mentioned. 3. To Garcia Cortes Lot No 3, the same being a strip extending across said Vineyard from North to South and

of said

Monte

part

...the part of said vineyard
 hereinafter allotted to Trinidad Verba, Lot No 12, the same being a strip extending across
 said Vineyard from North to South 0.9 chains wide,
 East and adjoining the lot heretofore allotted to Marcos
Verba, excepting that part of said Vineyard hereinafter
 allotted to Trinidad Verba, Lot No 13, the same being a strip extending across said
 Vineyard from North to South 0.9 chains wide on the
 North line East and adjoining the lot heretofore allotted
 to Helipe Verba, excepting that part of said Vineyard
 hereinafter allotted to Trinidad Verba, Lot No 14, the same being the least
 part of said Vineyard and described as follows:

Trinidad

Commencing at the S.E. corner of said Vineyard at Sta-
 tion No 3 of Tomás Verba 3rd class lands, thence S-
 20° W. 3.47 chains, thence S 42° 3' W 3.05 chains, thence
 S 20° E 4.66 chains, thence S 35° W 4.37 chains, thence
 N 67° E 11.75 chains, to the place of beginning, all of
 which is set forth by reference to Diagram Ex filed
 herein by said Referees, It is further ordered adjudged

dwelling
house

and decreed that the lot with the dwelling house thereon,
 used and occupied by Bernardo Verba deceased, at the time
 of his death, in accordance with the boundaries ascertained
 and established by said referees, as follows to wit: Commenc-
 ing at a point 55 links South of the S.E. corner of said
 dwelling house, where the intended line of the eastern
 wall of said house intersects the street in front of said
 house, thence N 22° W 169 links, thence S 67° W 27 1/2
 links, thence S 20° E 173 links, thence S 67° W 268 links
 to place of beginning, as appears from the report of said
referees, and is set off to the parties hereinafter named,
 that said lot and dwelling house be divided as follows:

allotted to said house, which being situated on
Lot No. 1, the same being a strip
intending across said house lot, 29 1/2 links
in width on the west side of said house lot, to
To Tomas Verbal Lot No. 2 the same being a strip
intending across said house lot, 29 1/2 links in width
East and adjoining said lot, No. 1, 3. To Severo Verbal
del Rosendo lot, No. 3. the same being a strip in-
tending across said house lot, 29 1/2 links in width
East and adjoining said house lot, No. 2, 4. To Tadeo
Verbal Lot No. 4. it being a strip intending across
said house lot, 29 1/2 links in width, East and adjoining
lot No. 3, 5. To Trinidad Verbal Lots Nos. 5, 6, 7, 8,
all intending across said house lot, lots 5, 6, 7, 8,
being each 29 1/2 links in width, 6. Lot No. 9 being 25
links front, 4 3/4 links in the rear, 7. To Bernardo
Verbal Lot No. 9 the same being 63 links front
and 6 links in the rear, intending across said house
lot, the division line between 7 and 8 being a line
running along the eastern edge of an adobe building
to the main dwelling house, thence Westwardly about 4
links to the middle of an adobe wall, thence along
the middle of said wall to the front of the house,
and extended to the front of the house lot, as hereinafter
first described, all of which appears by Diagram C
to which reference is made. It appearing to the Court
that the said referees in obedience to the interlocutory
decrees, have ascertained and established the bound-
aries of the several lots and tracts of land, included
in the Deed from Bernardo Verbal and Ursula his wife
to Tadeo Amat, Bishop of the Diocese of Monterey, as
follows, to wit: that the lot

Verbal

Verbal

Verbal

Verbal

Verbal

Verbal

Verbal

Chapel by the South of the said Chapel, as follows: 1 Beginning at the N.W. corner of the said Chapel, the same being S 65° W 110 chains thence the S.E. corner of Station No 11 of the total tract as appears by the Map of said Rancho herein filed, thence in a South West course along the North Wall of said Chapel, 133 chains to a point, thence in a South East course in a line parallel to the Western wall of said Chapel 0.71 chains, thence in an Easterly course in a line parallel with the North wall of said Chapel, 183 chains to a point, thence in a North West course in a line parallel to the Eastern end of said Chapel, 0.71 chains to the place of beginning. 2 The tract mentioned in said interlocutory decree, as a tract, and bounded feet square, on a hill or a North West of the house of Bernardo Yorta deceased, as follows: Commencing at a point N 43° W 11.80 chains from the S.E. point of the above mentioned Chapel, thence North 131 chains thence East 131 chains thence South 131 chains, thence West, 137 chains to the point, the said tract, being ~~one~~ portion the inclosure now used as a gravel yard. 3 The lot of land fifty feet square mentioned in said interlocutory decree, as being, on the out side and towards the Western corner of the Vineyard of Bernardo Yorta as follows: to wit: Commencing at the Station No 11 at the S.E. corner of the total tract, as hereinbefore mentioned, thence S 50° W 4.00 chains, thence S 41° W 2.40 chains to a point, the same being the N.W. corner of the aforesaid tract, fifty feet square, thence S 32° E 50 feet, thence S 67° W 50 feet, thence N 32° E 50 feet, thence N 67° E 50 feet, reference being made for further description to said Decree and to Diagram of herein filed

said land, and the same to hold and enjoy in
said third, and the said Director of Montevideo,
his successors, assigns, heirs, executors, and
discharged from all claim, title, interest, or de-
mand whatsoever, of any or all persons named
as parties to this action, or their legal representatives,
if appearing to the Court from the report of said
referees, that said referees after setting off from
said Rancho Canon de Santa Ana, all of the
pieces, parcels and tracts of land therein before
mentioned and adjudged, found remaining in said
Rancho of divisible lands the following: First class
land 467,700 acres - Second class land 66,600 acres
and of third class land 16,700 acres, which the
said referees partitioned and allotted to the several
parties entitled thereto, plaintiffs as well as de-
fendants, describing the properties divided and the
shares allotted to each party, with a particular
description of each share; It is ordered, adjudged
and decreed, that such partition be effectual forever,
and that said divisible lands be, and are set off
to the parties hereinafter named, their heirs and as-
signs, in the proportions, specific tracts and shares
hereinafter described, henceforward to have and to hold
in severally, each their respective tracts, free, clear
and discharged of all claim, title or interest, of any
or all persons named as parties to this action, or
their legal representatives, and all other persons
claiming from such parties or persons, or either of
them, as follows, to wit, Trinidad Verbal defend-
ant, herein, a tract of land, particularly described
as follows to wit, commencing at station 10
and ending at station 11, and

Trinidad
Verbal

thence N 75° E 2000 chains to station No 1, the
 same being the North West corner of said Rancho
 thence N 82 1/2° E 2000 to station 5, thence N 45° E
 1000 chains to station 6, thence N 35° E 500 chains
 to station 4, thence N 21.00 chains to station 8, the
 same being upon line dividing 1st, 2d, 3d class
 lands, thence N 10° W 15.80 chains to station 9, thence
 S 33 1/2° E 14.00 chains to station 10, thence S 57° E
 5.00 chains to station 11, thence N 80 3/4° E 5.00 chains
 to station 12, thence N 76 1/2° E 32.00 chains to station
 13, thence N 77° E 8.60 chains to station 14, thence
 N 90 chains to station 1 thence N 89.00 chains to
 place of beginning, containing 62 3/4 acres of 1st
 class land, 83 1/2 acres of 2d class land, and
 17 1/2 acres of 3d class land, total 163 1/2 acres,
Also house lot as appears by Diagram (D), returned
 by said referees, particularly described as follows,
 commencing at a point N 50° E 4.70 chains from the
 corner of Leola Tract, station No 11 of same as ap-
 pears by maps returned, thence N 73 1/4° E 9.40 chains
 thence N 32 1/2° W 3.93 chains, thence N 10.20 chains, thence
 S 23 1/2° E 5.70 chains to point of beginning, containing
 3 1/2 acres including therefrom the house and house lot,
 hereinbefore mentioned and described as the house
 lot of Bernardo Vtba, deceased, and heretofore se-
 gregated from said Rancho, in accordance to said
 interlocutory decree, Do defendant Teodosio
Vtba, his heirs and assigns forever, is hereby
 set off a tract of land particularly described as
 follows: commencing at station 2, the
 same being the North West corner of the tract heretofore
 described as the land of Bernardo Vtba, thence

Teodosio
 Vtba

thence $S 70^{\circ} E$ 15.00 chains to station 2, thence $S 40^{\circ} E$ 20.00 chains to station 3, thence North $10^{\circ} E$ 30.00 chains to station 4, thence West, 45.00 chains to point of beginning, containing 430.75 acres of second class land, also a tract of 15th & 3rd class land described as follows, to wit, commencing at station 1 the same being station No 13 of Trinidad Yurba tract, as heretofore described, thence $S 50^{\circ} W$ 5.00 chains to station 2, thence $S 45^{\circ} W$ 5.00 chains to station 3, thence $N 33^{\circ} 15' W$ 11.00 chains to station 4, thence $S 10^{\circ} E$ 15.50 chains to station 5, the same being on the line dividing 1st & 3rd class lands, thence $S 81.00$ chains to station 6, the same being on Southern boundary of Rancho Encarnada $E 18.00$ to station 7, the same being identical with station of rancho between courses, $N 20^{\circ} W$ 21, thence North 74.00 chains to station 8 on line between 1st & 3rd class lands, thence $S 82^{\circ} E$ 3.00 chains to station 9, thence $N 5^{\circ} 15' W$ 13.50 chains to station 1, point of beginning, containing 31.75 acres of first class land, and 94.75 acres of third class land. S. G. the defendant Marcos Yurba his heirs and assigns, a tract of land particularly described as follows, to wit, commencing at station No 1 at N.E. corner of tract of second class land heretofore allotted to Diego Yurba the same being station 4 of Marcos Yurba tract, thence $S 114.50$ chains to station 2, thence $S 144^{\circ} E$ 8.00 chains to station 3, thence $S 24^{\circ} 15' E$ 13.48 chains to station 4, the same being station 8 on corner of adobe wall (vineyard), and N.W. corner of Prudencio Yurba house lot, hereinafter described, thence $E 57.00$ chains to station 5, thence North $10^{\circ} E$ 30.00 chains to station 1, the same being station No 13 of Trinidad Yurba tract, as heretofore described.

Marcos
Yurba

1st class land, to wit, of beginning, and containing
 200th acres of second class land, also a tract of
 1st & 3^d class land described as follows, beginning
 at a point S 46^o 14' W 10.00 chains from station 13 of Triunfo
 Vidal second class land, the same being station
 3, thence S 4^o 14' E 33.43 to station 3, the same being on
 a line between 1st & 3^d class lands, thence N 49^o 14' W
 6.50 chains to station 4, thence S 61^o 00 chains to station
 5, thence S 32^o E 11^o 13 chains to station 6, thence N 67^o 11'
 E 8.00 chains to station 7, thence N 74^o E 2.00 chains
 to station 8, thence N 60^o 00 chains, to station 9, no divi-
 sion line between 1st & 3^d class lands, thence N 10^o W
 14.00 chains to station 10, thence N 87^o E 5.30 to station
 11, thence N 10^o 34' W 15.00 chains to station 1, thence S 76^o
 W 16.00 chains to station 2, the point of beginning,
 containing 30th acres of first class land, and 90th
 acres of third class land. 4 To the defendant
Felipe Vidal his heirs assigns, the tract of land
 described as follows, to wit, Beginning at the N. E.
 corner of the tract of 3^d class land, allotted to
 Marcos Vidal hereinbefore described, the same
 being station 3 of the Felipe Vidal tract, thence
 South 7^o 13.33 chains, to station 3 the same being W. W.
 corner of house lot, hereinafter allotted to M^r J. V.
 de Scully, thence E 10.00 chains, to station 4, thence
 S 9^o 00 chains, to station 5, thence S 77^o 11' E 14.00 chains
 to station 6, thence N 133.50 chains to station 1, thence
 N 33.50 chains to point of beginning, containing 420th
 acres of second class land, also of 1st & 3^d class
 land, a tract described as follows, to wit, Beginning
 at N. E. corner of Donoso Vidal's tract, of 1st & 3^d class
 land, the same being station 13 of Triunfo Vidal
 tract, thence S 46^o 14' W 10.00 chains to station 1,

Felipe
 Vidal.

then land. thence N 65° W. 500 chains to Station 1, thence South 75° West to Station 2, thence West 1900 chains to Station 3, thence N 61° W chains to Station 4, thence S 79 1/2° E last course to Station 5, thence N 71 1/2° W 22,431 chains to Station 1, thence S 76 1/2° W 1100 chains to point of beginning, containing 59 1/2 acres of first class land & 24 1/2 acres of third class land. To Ynez Urbabida señor in her own separate right, the tract of land described as follows, to wit, commencing at Station No 1 of Felipe Urbabida tract, the same being the N E corner of said tract, at Station No 9 of the following described tract, thence South 183.20 chains to Station 3, thence S 71 1/2° E 8.00 chains to Station 4, thence N 74 3/4° E 3.35 chains to Station 5 thence ^{of station 7, then 272} N 74° W 2,400 chains to station 6, thence N 73° E 2,350 chains to Station 3, thence N 74 3/4° E 500 chains to Station 9, thence N 41° E 2,400 chains to Station 10, thence N 30° E 400 chains to Station 11, thence North 183.20 chains to Station 1, thence West 22.00 chains to point of beginning, containing 429 1/2 acres of second class land. Also a tract of 1 1/2 ^{1/2} ^{1/2} 3^d class land, described as follows, commencing at the N.W. corner of the house lot ^{1/2} ^{1/2} vineyard of Prudencio Urbabida as hereinafter described, at Station No 5 of the same, thence N 69 3/4° W. 1,900 chains to Station 3, thence S 41° W 19 chains to Station 3, on the line dividing 1st ^{1/2} ^{1/2} 3^d class lands, thence South 146.00 chains to Station 4, thence S 33 1/2° E 4,00 chains to Station 5, thence N 59° E 13.00 chains to Station 6, thence N 53 1/2° E 600 chains to Station 7, thence N 73 1/2° E 600 to Station 8, thence N 33 1/2° W to Station 9, thence N 78° W 400 to Station 10, on the line dividing 1st ^{1/2} ^{1/2} 3^d class land, thence N 27 1/2° E 1400 chains to Station 11.

Ynez Urbabida
señor

of the land, as shown in the survey, bearing 25°
 N 71° 30' E 100 chains, thence N 71° 30' E
 chains, to Station 3 of James Herbert's tract, of 25th
 class land, thence South 25° E chains to point, of begin-
 ning, the same being the lot set off for the house known
 as Julian Harrington's house and including the same
 heretofore mentioned and described as appears by
 Diagram D herein filed, which is referred to for
 more particular description. And the defendant,
 William McKeel, his heirs, assigns, the tract of
 land described as follows: (1) Commencing, at the
 East corner of Prudence Herbert's tract, of second class
 land, at Station 1 of the same, being Station 3
 of the tract, first described, thence North 155.00 chains
 to Station 3, thence N 63° E 15.20 chains, to Station 4,
 thence N 75.00 chains, to Station 1, thence West 13.00
 chains to point of beginning, ^{the} containing, 234 ¹/₄ acres
 of second class land, ^{and} 21 ³/₄ acres of third class land.
 (2) Also Commencing, at South East corner of the
 tract of 10 ¹/₄ acres of land heretofore described and
 actually described and segregated from said Ranchos,
 belonging to Marcos Herbert, thence N 49° W 9.00 chains
 to Station 2, thence S 51° W 18.50 chains to Station 3,
 the same being on the line dividing the 1st ^{and} 3rd
 class lands, thence S 42.00 chains to Station 4, thence
 N 80° E 9.00 chains to Station 5, thence S 34° E 2.00
 chains to Station 6, thence N 42.00 chains to Station
 7, thence N 51° E 14.00 chains to the point, of begin-
 ning, the same being Stations 1 ^{the} containing
 acres of first class land, ^{and} 21 ³/₄ acres of
 class land. And the defendant, Herbert

... place ...
... Station 2 of the tract, thence described thence South
1700 chains to Station 3, thence West 800 chains to
to Station 4, thence North 1000 chains to Station 1, thence
at 1300 chains to point of beginning, containing 2000
acres of second class land, 1300 acres of third
class land. (2) Also, commencing at Southeast
corner of Marcos's tract, of 1000 acres, herebefore
partially described, thence S 35° W 1700 chains to
Station 3, the same being at the line dividing the
1st & 2^d class lands, thence S 45° W 400 chains to Station
4, thence S 35° E 900 chains to Station 5, thence S
55° E 400 chains to Station 6, thence North 1000 chains
to Station 7, thence N 4° E 1900 chains to Station 1,
thence N 10° W 1000 chains to point of beginning, with
containing 1800 acres of first class land, 1400
acres of third class land. II To the defendant,
G. de la Riva, his heirs and assigns forever,
the tract of land described as follows to wit, (1)
commencing at the North East corner of the tract, here-
before described and allotted to Jesus Wilson de
Soto, at Station 1 of said tract, 400 Stations 2 of
the tract, here described, thence S 168° W 1000 chains to
Station 3, thence N 63° E 1100 chains to Station 4,
thence N 15° E 1100 chains to Station 5, thence N 30° E
1000 chains to Station 6, thence S 84° E 1000 chains to
Station 7, thence North 1100 chains to Station 1,
thence West 1000 chains to point of beginning, contain-
ing 1300 acres of 2^d class land, 1300 acres of

class (2) Also, Commencing at North East corner of above wall Vineyard as herebefore
described, thence N 44° chains to Station 2 thence S.

19215

\$5.00

BOUNDARY LINE AGREEMENT

RECORDED AT REQUEST OF
FIRST AMER. TITLE INS. CO.
IN OFFICIAL RECORDS DEPT.
ORANGE COUNTY, CALIF.
8:01 AM OCT 19 1973
J. WYLIE CARLYLE, County Recorder

109531 171

THIS AGREEMENT made and entered into this 15th day of August, 1973, by and between Anaheim Union Water Company, a Delaware Corporation, hereinafter called "the Company", and Albert A. Bledsoe and Madeline B. Bledsoe, hereinafter collectively called "Bledsoe".

WHEREAS, the Company owns that certain real property known as the R. Rivas and M. J. W. DeShorb allotments and a portion of the W. McKee and Prudencio Yorba allotments in the Rancho Canon de Santa Ana, as recorded in Book 28, Page 158 of Deeds, Records of Los Angeles County, California, and

WHEREAS, the Bledsoes own that certain real property described as The South 11 acres of the West 21¹/₂ acres of Lot 7 in Section 18, Township 3 South, Range 8 West, S. B. B. & M. and

WHEREAS, said lands are adjacent and have a common boundary line namely a portion of the northerly line of the Company's property and the southerly line of the Bledsoes' property and in order to clear up the uncertainty as to the location of the line dividing said adjacent lands; the parties are desirous of agreeing to a common boundary line.

NOW, THEREFORE, in consideration of mutual covenants and conditions herein contained, the parties agree as follows:

1. The parties mutually agree to the following described line as the line dividing their respective land: and the Company does hereby remise, release and forever quitclaim to Bledsoe, their successors and assigns, all lands adjoining and northerly of said line within the parcel owned by Bledsoes above described and Bledsoe does hereby remise, release and forever quitclaim to the Company, its successors and assigns, all lands adjoining and southerly

137 207143-271

of said line within the land owned by the Company above described.

Said line is described as follows:

That portion of the Lands described in Decree of Partition rendered February 3, 1874 in the District Court of the State of California, in and for the County of Los Angeles in Case No. 1978 and shown on a Map thereof filed in said Case, a certified copy of said decree was recorded February 8, 1874 in Book 28, Page 158 of Deeds, records of said Los Angeles County, California and of Sections 17 and 18 Township 3 South, Range 8 West S.B.B. & M.

Beginning at a point distant North 87° 11' 57" East 2569.50 feet from a 5 inch iron pipe marking the Southwest corner of said Section 18, as shown on a Map thereof filed in Book 37, Page 33 of Record of Surveys of said County; thence along that certain boundary line described in an agreement recorded July 15, 1957 in Book 3973, Page 485 of Official Records of said Orange County, South 6° 40' 31.3" East 55.19 feet to the true point of beginning; thence South 89° 15' 00" East 3543.19 feet to the intersection thereof with the Easterly line (or Northerly prolongation thereof) of the R. Rivas Tract as shown on a Map thereof filed in Book 34, Page 29 of Record of Surveys in the Office of the Recorder of said Orange County, California.

2. Each party hereby agrees to execute any and all documents necessary to affectuate the purpose of this agreement, including but not limited to, separate quitclaim deeds.

3. This Agreement inures to the benefit of the heirs, assigns, successors, and legal representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ANAHEIM UNION WATER COMPANY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

On October 2, 1973, before me
Owanda S. Mauch, a Notary Public in
and for said County and State, per-
sonally appeared ALBERT A. BLEDSOE
and MADELINE B. BLEDSOE, known to me
to be the persons whose names are
subscribed to the within instrument
and acknowledged that they executed
the same.

By: James H. McCarthy
James H. McCarthy, President
By: Albert A. Bledsoe
The Company Ass't. Secty.

Albert A. Bledsoe
Albert A. Bledsoe

Madeline B. Bledsoe
Madeline B. Bledsoe

WITNESS my hand and official seal.
Owanda S. Mauch

STATE OF CALIFORNIA

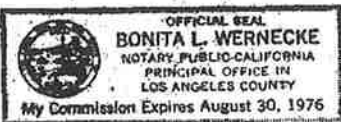
COUNTY OF Los Angeles

109531 173

ON October 16, 1976
before me, the undersigned, a Notary Public in and for the said State, personally appeared
James H. McCarthy, known to me to be the
President, and Nancie E. Cook, known to me
to be the Assistant Secretary of Anaheim Union Water Company

the Corporation that executed the within instrument, known to me to be the persons who
executed the within instrument, on behalf of the Corporation herein named, and acknowledged
to me that such Corporation executed the within instrument pursuant to its by-laws or a
resolution of its board of directors.

WITNESS my hand and official seal.



Bonita L. Wernecke
Notary Public in and for said State.

Said line is described as follows:

#109937

That portion of the Lands described in Decree of Partition rendered February 3, 1874 in the District Court of the State of California, in and for the County of Los Angeles in Case No. 1978 and shown on a Map thereof filed in said Case, a certified copy of said decree was recorded February 8, 1874 in Book 28, Page 158 of Deeds, records of said Los Angeles County, California and of Sections 17 and 18 Township 3 South, Range 8 West S.B.B. & M.

Beginning at a point distant North 87° 11' 57" East 2569.50 feet from a 5 inch iron pipe marking the Southwest corner of said Section 18, as shown on a Map thereof filed in Book 37, Page 33 of Record of Surveys of said County; thence along that certain boundary line described in an agreement recorded July 15, 1957 in Book 3973, Page 485 of Official Records of said Orange County, South 6° 40' 31.3" East 55.19 feet to the true point of beginning; thence South 89° 15' 00" East 3543.19 feet to the intersection thereof with the Easterly line (or Northerly prolongation thereof) of the R. Rivas Tract as shown on a Map thereof filed in Book 34, Page 29 of Record of Surveys in the Office of the Recorder of said Orange County, California.

2. Each party hereby agrees to execute any and all documents necessary to affectuate the purpose of this agreement, including but not limited to, separate quitclaim deeds.

3. This Agreement inures to the benefit of the heirs, assigns, successors, and legal representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ANAHEIM UNION WATER COMPANY

By: Nancie E. Cook
Nancie E. Cook, ASST. Secy.

By: James H. McCarthy
James H. McCarthy, President

"The Company"

Lorena Friend
Lorena Friend

R. A. Friend
R. A. Friend

Mary Friend
Mary Friend

W. A. Friend
W. A. Friend

Wanda Friend
Wanda Friend

5287

INDIVIDUAL ACKNOWLEDGMENT

State of California
County of Orange

§ 5.

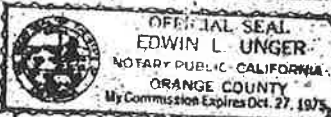
DA 1099316 392

On this 23rd day of October, 1973, before me,
Edwin L. Unger, a Notary Public in and for said Orange County,

(SEAL)

personally appeared Lorena Friend, R.A. Friend, Mary Friend, W.A. Friend,
and Wanda Friend

known to me to be the persons whose names are subscribed to the within
instrument, and acknowledged that he executed the same.



WITNESS my hand and official seal.

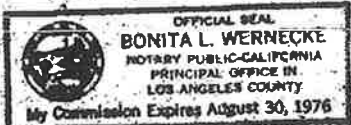
Edwin L. Unger
Notary Public in and for said Orange County and State

My commission expires July 17, 1975

STATE OF CALIFORNIA
COUNTY OF Los Angeles

ON July 30, 1973

before me, the undersigned, a Notary Public in and for the said State, personally appeared
James H. McCarthy known to me to be the
President, and Nance E. Cook known to me
to be the Assistant Secretary of Anaheim Union Water Company



the Corporation that executed the within instrument, known to me to be the persons who
executed the within instrument, on behalf of the Corporation herein named, and acknowledged
to me that such Corporation executed the within instrument pursuant to its by-laws or a
resolution of its board of directors.

WITNESS my hand and official seal.

Bonita L. Wernecke
Notary Public in and for said State.

210014

\$5.00
C.A.

RECORDED AT REQUEST OF
FIRST AMERICAN TITLE INS. CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.
4:25 PM NOV 30 1973
J. WYLIE CARLYLE, County Recorder

111009N 595

BOUNDARY LINE AGREEMENT

THIS AGREEMENT made and entered into this 15th day of July, 1973, by and between Anaheim Union Water Company, a Delaware Corporation, hereinafter called "the Company", and Raymond F. Vincent and Charlotte R. Vincent, hereinafter collectively called "Vincent".

WHEREAS, the Company owns that certain real property known as the R. Rivas and M. J. W. DeShorb allotments and a portion of the W. McKee and Prudencio Yorba allotments in the Rancho Canon de Santa Ana as recorded in Book 28, Page 158 of Deeds, Records of Los Angeles County, California, and

WHEREAS, the Vincents own that certain real property described as that certain 10-acre tract of land lying West of the Easterly 20 acres of Lot 7 in Section 18, Township 3 South, Range 8 West, S. B. B. & M,

WHEREAS, said lands are adjacent and have a common boundary line namely a portion of the northerly line of the Company's property and the southerly line of the Vincent property and in order to clear up the uncertainty as to the location of the line dividing said adjacent land, the parties are desirous of agreeing to a common boundary line.

NOW, THEREFORE, in consideration of mutual covenants and conditions herein contained, the parties agree as follows:

1. The parties mutually agree to the following described line as the line dividing their respective lands and the Company does hereby remise, release and forever quitclaim to Vincents, their successors and assigns, all lands adjoining and northerly of said line within the parcel owned by Vincents above described and Vincent does hereby remise, release and forever quitclaim to the Company, its successors and assigns, all lands adjoining and southerly of said line within the land owned by the Company as above described.

109155 R. C. J. A.
1314735 M

Said line is described as follows:

That portion of the Lands described in Decree of Partition rendered February 3, 1874 in the District Court of the State of California, in and for the County of Los Angeles in Case No. 1978 and shown on a Map thereof filed in said Case, a certified copy of said decree was recorded February 8, 1874 in Book 28, Page 158 of Deeds, records of said Los Angeles County, California and of Sections 17 and 18 Township 3 South, Range 8 West S.B.B. & M.

Beginning at a point distant North 87° 11' 57" East 2569.50 feet from a 5 inch iron pipe marking the Southwest corner of said Section 18, as shown on a Map thereof filed in Book 37, Page 33 of Record of Surveys of said County; thence along that certain boundary line described in an agreement recorded July 15, 1957 in Book 3973, Page 485 of Official Records of said Orange County, South 6° 40' 31.3" East 55.19 feet to the true point of beginning; thence South 89° 15' 09" East 3543.19 feet to the intersection thereof with the Easterly line (or Northerly prolongation thereof) of the R. Rivas Tract as shown on a Map thereof filed in Book 34, Page 29 of Record of Surveys in the Office of the Recorder of said Orange County, California.

2. Each party hereby agrees to execute any and all documents necessary to affectuate the purpose of this agreement, including, but not limited to, separate quitclaim deeds.

3. This Agreement inures to the benefit of the heirs, assigns, successors, and legal representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ANAHEIM UNION WATER COMPANY

By: James H. McCarthy, President
By: Naurie S. Cook, The Company Asslt. Secty.

Raymond F. Vincent
Raymond F. Vincent

Charlotte R. Vincent
Charlotte R. Vincent

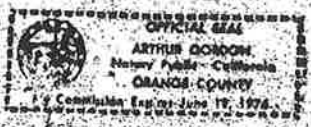
"Vincent"

The undersigned, the holders of a part purchase deed of trust on said property hereby approve of the boundary line established by said Agreement and agree to be bound by this Agreement in the event of foreclosure.

Clifford L. Gray Agnes M. Gray
Clifford L. Gray Agnes M. Gray
Clifford L. Gray Agnes M. Gray

STATE OF California
COUNTY OF Orange

DI 10096 598



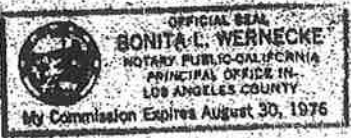
ON November 21, 1973
before me, the undersigned, a Notary Public in and for said State, personally appeared
Raymond P. Vincent and Charlotte R. Vincent
known to me
to be the person s whose name s are subscribed to the within instrument,
and acknowledged to me that she executed the same.

WITNESS my hand and official seal.

Arthur Gordon
ARTHUR GORDON
NAME (TYPED OR PRINTED)
Notary Public in and for said State

ACKNOWLEDGMENT - General - Notary Public (SI) - Rev. 3-64

STATE OF CALIFORNIA
COUNTY OF Los Angeles



ON October 10, 1973
before me, the undersigned, a Notary Public in and for the said State, personally appeared
James H. McCarthy known to me to be the
President, and Nancy E. Cook known to me
to be the Assistant Secretary of Anaheim Union Water Company
the Corporation that executed the within instrument, known to me to be the persons who
executed the within instrument, on behalf of the Corporation herein named, and acknowledged
to me that such Corporation executed the within instrument pursuant to its by-laws or a
resolution of its board of directors.

WITNESS my hand and official seal.

Bonita C. Wernecke
Bonita C. Wernecke
Notary Public in and for said State

ACKNOWLEDGMENT - Corp. - Pres. & Sec. - Notary Public (SI) - Rev. 3-64

1200
08

CHIEF CLERK
DEC 5 1973
S. B. B. & M.

BOUNDARY LINE AGREEMENT

THIS AGREEMENT made and entered into this 15th day of July, 1973, by and between Anaheim Union Water Company, Delaware Corporation, hereinafter called "the Company", and Clifford L. Gray and Agnes M. Gray, hereinafter collectively called "Gray".

WHEREAS, the Company owns that certain real property known as the R. Rivas and M. J. W. DeShorb allotments and a portion of the W. McKee and Prudencio Yorba allotments in the Rancho Canon de Santa Ana as recorded in Book 28, Page 188 of Deeds, Records of Los Angeles County, California, and

WHEREAS, the Grays own that certain real property described as the Easterly 10 acres of Lot 7 in Section 18, Township 3 South, Range 8 West, S. B. B. & M., and

WHEREAS, said lands are adjacent and have a common boundary line namely a portion of the northerly line of the Company's property and the southerly line of the Gray's property and in order to clear up the uncertainty as to the location of the line dividing said adjacent lands, the parties are desirous of agreeing to a common boundary line.

NOW, THEREFORE, in consideration of mutual covenants and conditions herein contained, the parties agree as follows:

1. The parties mutually agree to the following described line as the line dividing their respective land; and the Company does hereby remise, release and forever quitclaim to Gray, their successors and assigns, all lands adjoining and northerly of said line within the parcel owned by Grays above described and Gray does hereby remise, release and forever quitclaim to the Company, its successors and assigns, all lands adjoining and southerly of said line within the land owned by the Company above described.

1091859-6581801

111-101

Said line is described as follows:

That portion of the Lands described in Decree of Partition rendered February 3, 1874 in the District Court of the State of California, in and for the County of Los Angeles in Case No. 1978 and shown on a Map thereof filed in said Case, a certified copy of said decree was recorded February 8, 1874 in Book 28, Page 158 of Books, records of said Los Angeles County, California and of Sections 17 and 18 Township 3 South, Range 8 West S.E.M. & N.

Beginning at a point distant North 87° 11' 57" East 2549.50 feet from a 3 inch iron pipe marking the South-west corner of said Section 18, as shown on a Map thereof filed in Book 37, Page 33 of Record of Surveys of said County; thence along that certain boundary line described in an agreement recorded July 15, 1937 in Book 3973, Page 485 of Official Records of said Orange County, South 6° 40' 31.3" East 55.19 feet to the true point of beginning; thence South 89° 15' 08" East 2549.13 feet to the intersection thereof with the westerly line, (or northerly prolongation thereof) of the R. River Tract as shown on a Map thereof filed in Book 34, Page 29 of Record of Surveys in the Office of the Recorder of said Orange County, California.

2. Each party hereby agrees to execute any and all documents necessary to effectuate the purpose of this Agreement, including, but not limited to, separate quitclaim deeds.

3. This Agreement inures to the benefit of the heirs, assigns, successors, and legal representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

AGREED AND DONE WITH CONSENT
By [Signature]
James H. [Name], President
By [Signature]
Clifford L. Gray
Surviving joint tenant
Clifford L. Gray
Agnes M. Gray
Agnes M. Gray

"Gray"

State of California

County of Alameda

11101477 702

On Nov. 27,

before me, the undersigned, a Notary Public, in and for said County of Alameda, State of California, there appeared the above named Land in Alameda



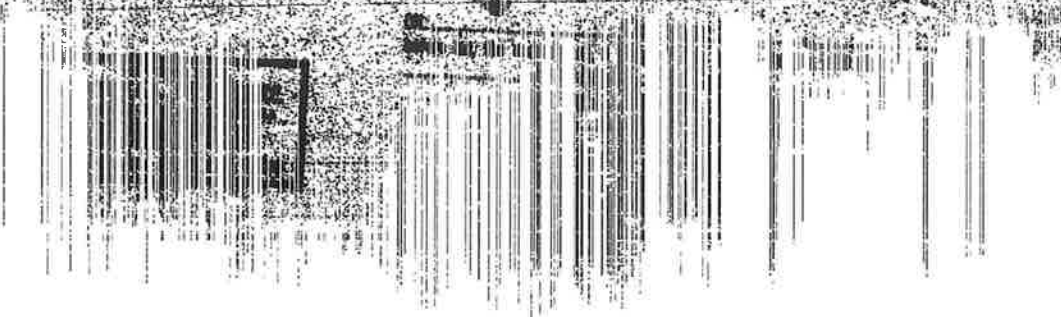
to be the grantee, who was 22 years of age, single, of legal mind and sound memory at the time he executed the said instrument.

Witness my hand and official seal.

Don E. Colombo

Don E. Colombo
Notary Public
My Comm. Ex. No. 1000

State of California
County of Alameda



12092

\$5.00
CI

RECORDED & INDEXED BY
FIRST AMERICAN TITLE INS. CO.
RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY CALIFORNIA
6 Min. 6 P.M. JAN 17 1974
J. W. H. CARROLL, County Recorder

BOUNDARY LINE AGREEMENT

THIS AGREEMENT made and entered into this 7th day of
Dec., 1973, by and between Anaheim Union Water Company, a Delaware
Corporation, hereinafter called "the Company", and Barbara Jane Cook
and Harry J. Pophan, hereinafter collectively called "Cook-Pophan",

110591 228

WHEREAS, the Company owns that certain real property known as
the R. Rivas and M. J. W. DeShorb allotments and a portion of the W.
Meeker and Prudencio Yorba allotments in the Rancho Canon de Santa
Ana as recorded in Book 28, Page 153 of Deeds, Records of Los Angeles
County, California, and

WHEREAS, Cook-Pophan own that certain real property described
as the West 10 acres of the East 20 acres of Government Lot 7 of Section
18, Township 3 South, Range 8 West, S. B. B. & M.

WHEREAS, said lands are adjacent and have a common boundary
line namely a portion of the northerly line of the Company's property
and the southerly line of the Cook-Pophan property and in order to clear
up the uncertainty as to the location of the line dividing said adjacent lands,
the parties are desirous of agreeing to a common boundary line.

NOW, THEREFORE, in consideration of mutual covenants and
conditions herein contained, the parties agree as follows:

1. The parties mutually agree to the following described line as
the line dividing their respective lands and the Company does hereby
remitse, release and forever quitclaim to Cook-Pophan, their successors
and assigns, all lands adjoining and northerly of said line within the parcel
owned by Cook-Pophan above described and Cook-Pophan do hereby remitse,
release and forever quitclaim to the Company, its successors and assigns,
all lands adjoining and southerly of said line within the land owned by the
Company as above described.

PAGE 228

110591 BOOK 44/111

110591 228

Said line is described as follows:

That portion of the Lands described in Decree of Partition rendered February 3, 1874 in the District Court of the State of California, in and for the County of Los Angeles in Case No. 1978 and shown on a Map thereof filed in said Case, a certified copy of said decree was recorded February 8, 1874 in Book 28, Page 158 of Deeds, records of said Los Angeles County, California and of Sections 17 and 18 Township 3 South, Range 8 West S.B.B. & M.

Beginning at a point distant North 87° 11' 57" East 2569.50 feet from a 5 inch iron pipe marking the Southwest corner of said Section 18, as shown on a Map thereof filed in Book 37, Page 33 of Record of Surveys of said County; thence along that certain boundary line described in an agreement recorded July 15, 1957 in Book 3973, Page 485 of Official Records of said Orange County, South 6° 40' 31.3" East 55.19 feet to the true point of beginning; thence South 89° 15' 00" East 3543.19 feet to the intersection thereof with the Easterly line (or Northerly prolongation thereof) of the R. Rivas Tract as shown on a Map thereof filed in Book 34, Page 29 of Record of Surveys in the Office of the Recorder of said Orange County, California.

2. Each party hereby agrees to execute any and all documents necessary to affectuate the purpose of this Agreement, including, but not limited to, separate quitclaim deeds.

3. This Agreement inures to the benefit of the heirs, assigns, successors, and legal representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ANAHEIM UNION WATER COMPANY

By: James H. McCarthy
James H. McCarthy, President
By: The Company
"The Company" Ass't. Sec'y.

Barbara Jane Cook
Barbara Jane Cook

Harry J. Pophan
Harry J. Pophan

"Cook-Pophan"

W110596 229

... is described as follows:

That portion of the Lands described in Decree of Partition rendered February 3, 1874 in the District Court of the State of California, in and for the County of Los Angeles in Case No. 1874 and shown on ...

W110596 230

ON January 7 1974

before me the undersigned a Notary Public in and for said State, personally appeared

Barbara Jane Cook

known to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same

WITNESS my hand and official seal

Betty J. Pravecek

Betty J. Pravecek

Notary Public in and for the State



ACKNOWLEDGMENT General—Repeals Form 231 Rev. 3-64

2. Each party hereby agrees to execute any and all

STATE OF CALIFORNIA

COUNTY OF ORANGE

ON January 9 1974

before me the undersigned a Notary Public in and for said State, personally appeared

Harry J. Parker

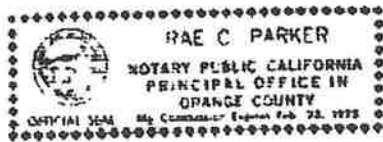
known to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same

WITNESS my hand and official seal

Rae C. Parker

Rae C. Parker

Notary Public in and for the State



ACKNOWLEDGMENT General—Repeals Form 231 Rev. 3-64

STATE OF CALIFORNIA

COUNTY OF Los Angeles

ON

October 16 1973

before me the undersigned a Notary Public in and for the said State, personally appeared

James H. McCarthy

President and Nancie B. Cook

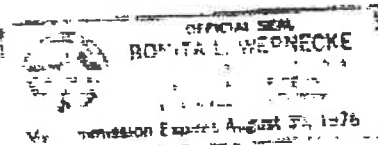
known to me to be the Assistant Secretary of Anaheim Union Water Company

The Corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

South L. ...

Notary Public in and for said State



ACKNOWLEDGMENT General—Repeals Form 231 Rev. 3-64

When recorded:

Return to:

RYAN & TUCKER
P. O. Box 1976
Santa Ana, CA. 92702
ATTN: H. Rodger Howell, Esq.

10433

\$7.00
C9

W 10764 405

OFFICIAL RECORDS OF

FEB 14 3 11 PM '74

BOUNDARY LINE AGREEMENT

J. W.
COUNTY RECORDER

THIS AGREEMENT made and entered into this 12th day of DECEMBER, 1973, by and between ANAHEIM UNION WATER COMPANY, a Delaware corporation, hereinafter called "the Company", and SAMUEL DANA DAKIN, SUSANNA DAKIN ARP, HENRY SALTONSTALL DAKIN, MARY BRYANT DAKIN, and ERNEST A. BRYANT, JR. and ERNEST A. BRYANT, III, as Trustees under the Will of Susanna Dixie Bryant, hereinafter collectively called "Rancho Santa Ana",

WHEREAS, the Company and Rancho Santa Ana each own property in the Rancho Sanon de Santa Ana, Orange County, California that is adjacent and has a common boundary line, namely the easterly line of the Company's property and the westerly line of the Rancho Santa Ana property, and in order to clear up any possible uncertainty in the location of the line dividing said adjacent lands the parties are desirous of agreeing to said common boundary line.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. The parties mutually agree that the following described line is the line dividing their respective lands; and the Company does hereby remise, release and forever quitclaim to Rancho Santa Ana, its successors and assigns, all lands adjoining and easterly of said line, and Rancho Santa Ana does hereby remise, release and forever quitclaim to the Company, its successors and assigns, all lands adjoining and westerly of said line.

Said line is described as follows:

The easterly line of the R. Rivas Tract as shown on the Record of Survey of the R. Rivas and M. J. W. De Shorb Allotments and the Rancho Cañon de Santa Ana as recorded in Book 28, Page 158, of Deeds, records of Los Angeles County, California,

prepared by D. D. Hillyard, licensed Surveyor, dated July, 1956, filed in Book 14, Page 24 of the official records of Orange County, California.

The parties hereto acknowledge that the boundary line described herein is the boundary line that the parties have accepted, relied upon and fenced for over ten (10) years. It is the intention of this agreement to confirm and implement the Hillyard Record of Survey of 1949, Book 21, Page 21, recorded in Official Records of Orange County, California showing the southerly portion of said line.

3. Each party agrees to execute any and all additional documents necessary to effectuate the purpose of this Agreement, including, but not limited to, separate quitclaim deeds.

4. This Agreement inures to the benefit of the heirs, assigns, successors and legal representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have
this Agreement the day and year first above written.

ANAHEIM UNION WATER COMPANY

By James H. McGarthy
James H. McGarthy, President
"the Company"

Samuel Dana Dakin
by Henry S. Saltonstall

SAMUEL DANA DAKIN
his Attorney in
fact

Henry S. Saltonstall
HENRY S. SALTONSTALL

MARY BRYANT DAKIN

By Henry S. Saltonstall
Henry Saltonstall
her Attorney in fact

Ernest A. Bryant, Jr.
ERNEST A. BRYANT, JR.

Ernest A. Bryant, II
ERNEST A. BRYANT, II

under the will of S. D. Bryant

"Rancho Sant

DN 11076PG 4

State of CALIFORNIA

On this the 31 day of JANUARY 19 74, before

County of SAN FRANCISCO

the undersigned Notary Public, personally appeared HENRY SALTONSTALL DAKIN, as himself, and as ATTORNEY IN FACT FOR SAMUEL DANA DAKIN, AND AS ATTORNEY IN FACT FOR MARY BRYANT DAKIN,

known to me to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained

IN WITNESS WHEREOF, I have hereunto set my hand and official seal

ROBERT T. MOHRN
Robert T. Mohrn



STATE OF CALIFORNIA
COUNTY OF Orange

December 12, 19

before me, the undersigned, a Notary Public in and for said State, personally Ernest A. Bryant, Jr. and Ernest A. Bryant, III as Trustees

known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same

IN WITNESS my hand and official seal

Mildred D. Donley

Mildred D. Donley
Notary Public in and for said State

ACKNOWLEDGMENT - General, Notarials Form 233 - Rev. 6/64

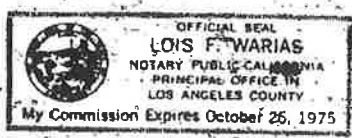
STATE OF CALIFORNIA
COUNTY OF Los Angeles

December 19, 19

before me, the undersigned, a Notary Public in and for the said State, personally James H. McCarthy known to me to be the Assistant Secretary of Anaheim Union Water Corporation, and Nancie E. Cook

known to me to be the Corporation that executed the within instrument, known to me to be the executed the within instrument, on behalf of the Corporation herein named, and to me that such Corporation executed the within instrument pursuant to its resolution of its board of directors

IN WITNESS my hand and official seal



Lois F. Warias
Notary Public in and for said State

ACKNOWLEDGMENT - Corp - Pres & Sec - Notarials Form 228 - Rev. 3/64

Form 301 - (Rev. 1-1-64) (Use for Affidavits, etc.)

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
I, _____, do hereby certify that
_____ is/are _____

BU 11076PG 409

Witness my hand and official seal
this _____ day of _____, 19____
at _____, California

Notary Public in and for the State of California
My Commission Expires April 18, 1974

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF CALIFORNIA
My Commission Expires April 18, 1974

329608

92474

BOUNDARY LINE AGREEMENT
RECIPROCAL QUITCLAIM DEEDS

JUL 15 1957

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

THIS AGREEMENT AND RECIPROCAL QUITCLAIM DEEDS made April 8th, 1957, between ESPERANZA F. CARRILLO, EUTIMIO F. CARRILLO, ELLEN ROSE REEVES, EUGENE HOMER PATE, LAURA CAREY, ROSE PATE CURTIS, formerly Rose Pate Kunze, LEONARD PATE, LUCILLE SNYDER, IRENE ROBERTSON, and ESPERANZA F. CARRILLO, as Guardian of the Estate of James Homer Pate, a minor, herein designated First Parties, and ANAHEIM UNION WATER COMPANY, a California corporation, herein designated Second Party,

W I T N E S S E T H:

In order to clear up the uncertainty in the location of the line dividing the adjoining lands of the respective parties hereto in the Rancho Canon de Santa Ana, Orange County, California, the parties hereto now mutually agree that the following described line is the line dividing their respective lands, and First Parties do hereby remise, release and forever quitclaim to Second Party, its successors and assigns, all lands adjoining and Easterly of said line, and Second Party does hereby remise, release and forever quitclaim to Eugene Homer Pate a life estate for his life in an undivided one-fourth interest in all oil and oil rights, and to Laura Carey, Rose Pate Curtis, Leonard Pate, Lucille Snyder, Irene Robertson and James Homer Pate, in equal shares, the remainder interest in said one-fourth interest in said oil and oil rights, in, on and appurtenant to all lands adjoining and Westerly of said line, and Second Party does hereby remise, release and forever quitclaim to Esperanza F. Carrillo, Eutimio F. Carrillo and Ellen Rose Reeves, in equal shares, all the lands adjoining and Westerly of said line, subject to said one-fourth interest in said oil and oil rights.

Said line is described as follows:

ant
Boundary
line

Pt allots

26 + 27 *72474*

BOOK 3973 PAGE 486

1-7
Por. Canon de S.A.

M JUL 15 1957

34/9

red

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

Beginning at a point distant North 87° 11' 57" East 2569.50 feet from the 5 inch iron pipe marking the "Southwest corner of Section 18, Township 3 South, Range 8 West, S.B.M.", noted as a 4 inch iron pipe on a map filed in Book 33, at page 19 of Record of Surveys. in the office of the County Recorder of said Orange County; thence South 6° 40' 31.3" East to the Southern line of said Rancho.

Old Pro - 186
125

This boundary line is to be prolonged or shortened to terminate on the true Northerly line of said Rancho.

Bearings given herein are based on those given on said Record of Survey Map.

The above described boundary line is shown on a Record of Survey map filed in Book _____, page _____ of Records of Survey in the Office of the County Recorder of Orange County, California.

This instrument is made subject to the following:

1. Rights of record of Atchison, Topeka & Santa Fe Railway.
2. Rights of record of Pacific Light & Power Corporation.
3. Rights of record of Orange County for road purposes.
4. Rights of record of Southern California Edison Company.
5. Rights of record of Shell Oil Company.

Anaheim Union Water Company hereby reserves its easement for a canal, known as its Cajon Canal, having a carrying capacity of not less than 50 cubic feet per second of water, traversing in an Easterly and Westerly direction all of the said lands of the First Parties, for the purpose of conducting therein water from the Santa Ana River, together with a right to use, manage, operate, repair and maintain said canal, and the reasonable right to enter upon and across said lands of First Parties for said purposes.

There is now a fence located approximately along the above described boundary line, and it is hereby agreed between Anaheim Union Water Company, on the one hand, and Esperanza P. Carrillo, Eutimio P. Carrillo and Ellen Rose Reeves, on the other hand, that either of said parties may rebuild said fence or any part thereof along said above described boundary line, and

92474
1-7

JUL 15 1957

1 that in such event the party not so rebuilding said fence or
 2 any part thereof agrees to pay to the party building such fence
 3 or any part thereof one-half of the actual cost thereof. This
 4 obligation to pay said one-half of said cost shall exist even
 5 though one of the parties chooses to let it or their lands lie
 6 without fencing. The party so building all or any part of said
 7 fence shall upon completion thereof notify in writing the other
 8 party of the exact cost and the one-half of said cost to be paid
 9 by said other party shall then be due. In the event of any
 10 partition of the lands of said individuals so that all three do
 11 not own land adjoining all of the existing fence, then the
 12 obligation above mentioned of those three individuals shall be
 13 segregated among them so that said obligation shall relate only
 14 to that part of the fence rebuilt that adjoins the respective
 15 owner.

16 With respect to this fence obligation, the parties involved
 17 hereby waive all rights under all statutes of limitations.

18 This instrument is executed by Esperanza F. Carrillo as
 19 Guardian of the Estate of James Homer Pate, a minor, pursuant
 20 to authority granted by the Superior Court of Orange County in
 21 the Matter of the Estate of James Homer Pate, a minor, Case
 22 No. A-15561 of the records of said Court.

23 WITNESS the signatures of the parties hereto, the corporate
 24 name and seal of the Anaheim Union Water Company being subscribed
 25 and affixed by its president and secretary under authority of
 26 resolution of its Board of Directors.

27 ANAHEIM UNION WATER COMPANY
 28 By W. M. McLaughlin Pres.
 29 By A. A. Peterson Sec.
 30 Rose Pate Curtis
 31 Leonard Pate
 32 James H. Robertson
Lucille M. Anderson

Esperanza F. Carrillo
Ellen Rose Pate
Eustonia T. Carrillo
James Pate
James Pate
Esperanza F. Carrillo
 As Guardian of the Estate of
 James Homer Pate, a minor.

JUL 15 1957

1 STATE OF CALIFORNIA)
2 COUNTY OF ORANGE) ss.

3 On this 8 day of April, 1957, before me, the under-
4 signed, a Notary Public in and for said County and State,
5 personally appeared ESPERANZA F. CARRILLO and ELLEN ROSE REEVES,
6 known to me to be the persons whose names are subscribed to the
7 foregoing instrument and acknowledged to me that they executed
8 the same.

9 WITNESS my hand and official seal.
10 *[Signature]*
11 Notary Public in and for said County
12 and State.

11 STATE OF CALIFORNIA)
12 COUNTY OF ORANGE) ss.

13 On this 10 day of April, 1957, before me the under-
14 signed, a Notary Public in and for said County and State,
15 personally appeared EUTIMIO F. CARRILLO, known to me to be the
16 person whose name is subscribed to the foregoing instrument and
17 acknowledged to me that he executed the same.

18 WITNESS my hand and official seal.
19 *[Signature]*
20 Notary Public in and for said County
21 and State.

21 STATE OF CALIFORNIA)
22 COUNTY OF ORANGE) ss.

23 On this 26 day of April, 1957, before me the under-
24 signed, a Notary Public in and for said County and State,
25 personally appeared ROSE PATE CURTIS, known to me to be the
26 person whose name is subscribed to the foregoing instrument and
27 acknowledged to me that she executed the same.

28 WITNESS my hand and official seal.
29 *[Signature]*
30 Notary Public in and for said County
31 and State.

5272

803833 40449

80383973 PAGE 489

JUL 15 1957

1 STATE OF CALIFORNIA)
2 COUNTY OF ORANGE) ss.

3 On this 10 day of June, 1957, before me, the
4 undersigned, a Notary Public in and for said County and State,
5 personally appeared ESPERANZA P. CARBILLO, as Guardian of the Estate of
6 James Homer Pate, a minor, known to me to be the person
7 described in and whose name is subscribed to the within instru-
8 ment, and she acknowledged to me that she executed the same
9 as such Guardian.

10 WITNESS my hand and official seal.

11 *W. P. ...*
12 Notary Public in and for said County
13 and State.

14 STATE OF CALIFORNIA)
15 COUNTY OF RIVERSIDE) ss.

16 On this 24th day of April, 1957, before me, the under-
17 signed, a Notary Public in and for said County and State,
18 personally appeared EUGENE HOMER PATE, known to me to be the
19 person whose name is subscribed to the within instrument and
20 acknowledged to me that he executed the same.

21 WITNESS my hand and official seal.

22 *Eugene Homer Pate*
23 Notary Public in and for said County
24 Riverside and State.

25 STATE OF CALIFORNIA)
26 COUNTY OF LOS ANGELES) ss.

27 On this 15th day of April, 1957, before me, the under-
28 signed, a Notary Public in and for said County and State,
29 personally appeared LAURA CAREY, known to me to be the person
30 whose name is subscribed to the within instrument and acknow-
31 ledged to me that she executed the same.

32 WITNESS my hand and official seal.

33 *Laura Carey*
34 Notary Public in and for said County
35 Los Angeles and State.

My Commission Expires Dec. 8, 1958.

72474
1-7

BOOK 3973 PAGE 430

JUL 15 1957

1 STATE OF CALIFORNIA }
2 COUNTY OF LOS ANGELES } ss.

3 On this 17 day of ^{May} ~~April~~, 1957, before me, the under-
4 signed, a Notary Public in and for said County and State,
5 personally appeared LEONARD PATE, known to me to be the person
6 whose name is subscribed to the within instrument and acknow-
7 ledged to me that he executed the same.

8 WITNESS my hand and official seal.

9
10
11 Frances R. Brown
12 Notary Public in and for said County
13 and State.

11 STATE OF CALIFORNIA }
12 COUNTY OF LOS ANGELES } ss.

13 On this 17 day of ^{May} ~~April~~, 1957, before me, the under-
14 signed, a Notary Public in and for said County and State,
15 personally appeared IRENE ROBERTSON, known to me to be the person
16 whose name is subscribed to the within instrument and acknow-
17 ledged to me that she executed the same.

18 WITNESS my hand and official seal.

19
20 Genevieve M. Cannata
21 Notary Public in and for said County
22 and State.
23
24
25
26
27
28
29
30
31
32

22 STATE OF CALIFORNIA }
23 COUNTY OF LOS ANGELES } ss.

24 On this 5 day of ^{June} ~~April~~, 1957, before me, the under-
25 signed, a Notary Public in and for said County and State,
26 personally appeared LUCILLE SNYDER, known to me to be the person
27 whose name is subscribed to the within instrument and acknow-
28 ledged to me that she executed the same.

29 WITNESS my hand and official seal.

30
31
32
Genevieve M. Cannata
Notary Public in and for said County
and State.
Notary Public in and for said County
and State.

3 | COMMISSIONER OF TOP MINISTERS } ss.
1 | OFFICE OF NOTARY PUBLIC }
6643823 491491
72474
1-7

BOOK 3973 PAGE 491

1 | State of California }
2 | County of Orange } ss.

3 | On this 17th day of June 1957,
4 | before me, Wm G. Walker, a Notary Public in and for said County
5 | and State, personally appeared G. M. M. Peterson
6 | known to me to be the _____ President and I. A Peterson, the
7 | Secretary of the Anaheim Union Water Company, a California
8 | corporation, the Corporation that executed the within Instrument,
9 | known to me to be the person who executed the within Instrument,
10 | on behalf of the Corporation, therein named, and acknowledged
11 | to me that such Corporation executed the within Instrument
12 | pursuant to its by-laws or a resolution of its board of directors.

13 | IN WITNESS WHEREOF, I have hereunto set my hand and affixed
14 | my official seal the day and year in this certificate first above
15 | written.

16 | Wm G. Walker
17 | Notary Public in and for said
18 | County and State

JUL 15 1957

19
20
21
22
23
24
25
26
27
28
29
30
31
32

RECORDED AT REQUEST OF
G. M. M. Peterson
BOOK 3973 PAGE 491
JUL 15 1957
AT _____ MIN. POST. _____
OFFICIAL RECORDS OF
ORANGE COUNTY CALIFORNIA
G. M. M. Peterson
COUNTY RECORDER

SHEET 1 OF 2 SHEETS
2 PARCELS
644,870 ACRES
OWNER
PACIFIC AMERICAN PROPERTIES, INC.
4 Delaware Ct., Los Angeles

R.S.T. 9160
T.P.M. 78/57

PARCEL MAP

IN UNINCORPORATED TERRITORY OF THE
COUNTY OF ORANGE, STATE OF CALIFORNIA. AUG. 6 1978

SCALE: 1" = 400' JULY, 1978 JEFFREY H. MILLET
"L.S. 2988"

24 20



NOTE:
See sheet 3 for monument notes
and base of bearings

DESCRIPTION:
A portion of the second class lands alloted to it
together with a portion of second and third class
lands alloted to Juan Wilson De Shott
together with a portion of second and third class
lands alloted to Rio De La Riva by decree of
partition of the Banco Californico and to
the County of Orange, State of California, entered
February 3, 1974, in the District Court of the
State of California, in and for the County of Los
Angeles in Case No. 1878, and shown on map
filed in said case, a certified copy of which
decree was recorded February 6, 1974 in Book 24
Page 158 of deeds, records of Los Angeles County,
California.

SURVEYOR'S CERTIFICATE:
This map was prepared by me or under my
direction and is based upon a field survey in
conformance with the requirements of the
Subdivision Map Act of the State of California.
I hereby state that the several maps, documents, and
local agency have been consulted with and that
this map conforms to the original
conclusive map and the conditions of judicial
order which were required to be fulfilled prior
to the filing of this parcel map.

Jeffrey H. Millet
JEFFREY H. MILLET
"L.S. 2988"
DATE OF SURVEY JULY, 1978

COUNTY SURVEYOR'S CERTIFICATE:
This map conforms with the requirements of the
Subdivision Map Act and local ordinance.
Dated this 16th day of August, 1978.

C.R. NELSON
County Surveyor
By: *Harold H. Spitzer*
Deputy

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY
IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT
COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

Monument is a 4"x4"x24"
concrete post with a standard
cross tablet with punch
for station.
Monument is a 4"x4"x24"
concrete post with a chiseled
top for station.
B means Metropolitan
District Field Book.

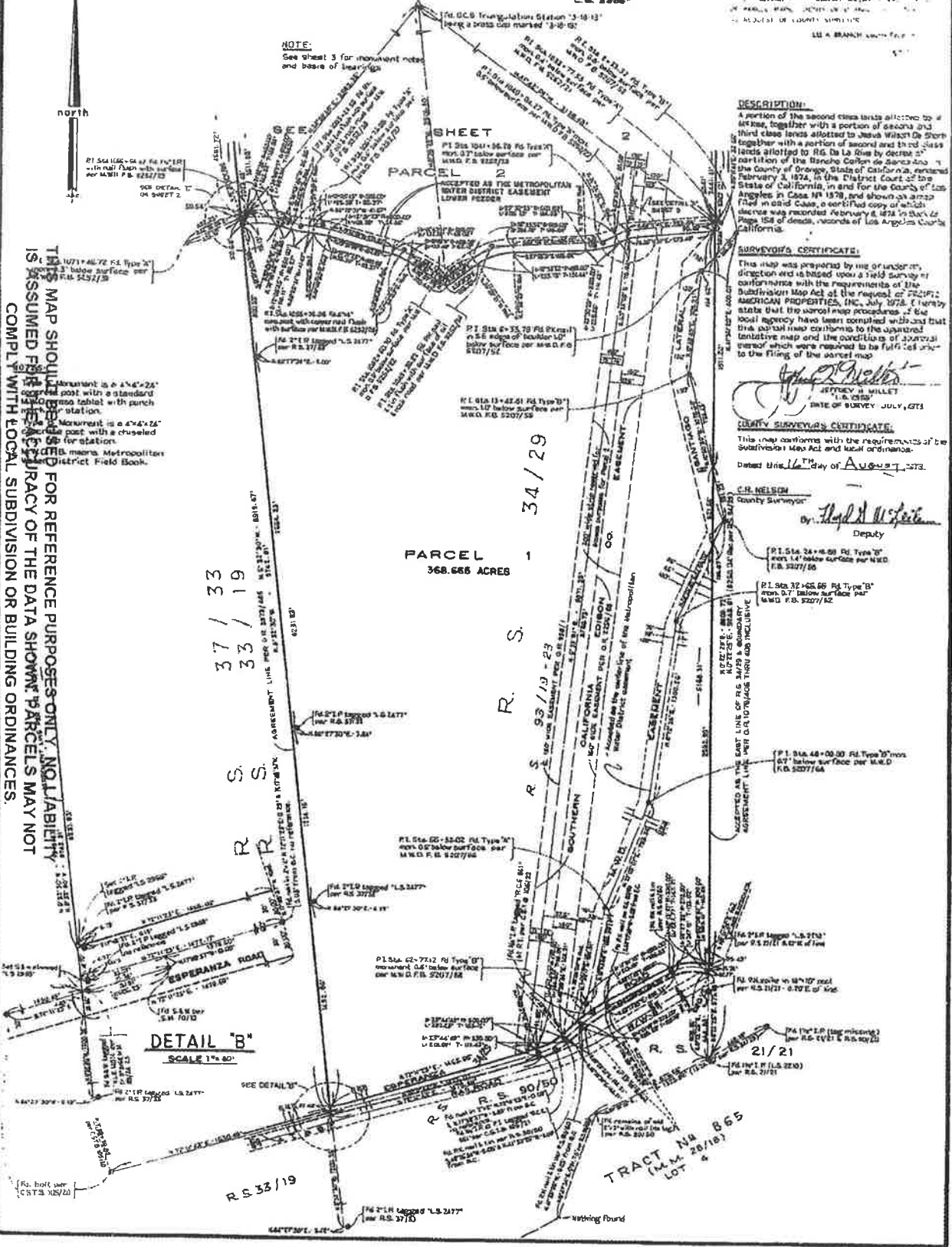
37 / 33
33 / 19

34 / 29

PARCEL 1
368.666 ACRES

DETAIL 'B'
SCALE 1" = 40'

TRACT No. 865
(M.M. 28/18)
Lot 4



R.S.T. 3160
 12/11/78
 2,103
 12/11/78

PARCEL MAP
 IN UNINCORPORATED TERRITORY OF THE
 COUNTY OF ORANGE, STATE OF CALIFORNIA.

JULY, 1978 JEFFREY H. MILLET
 S.L. 88887

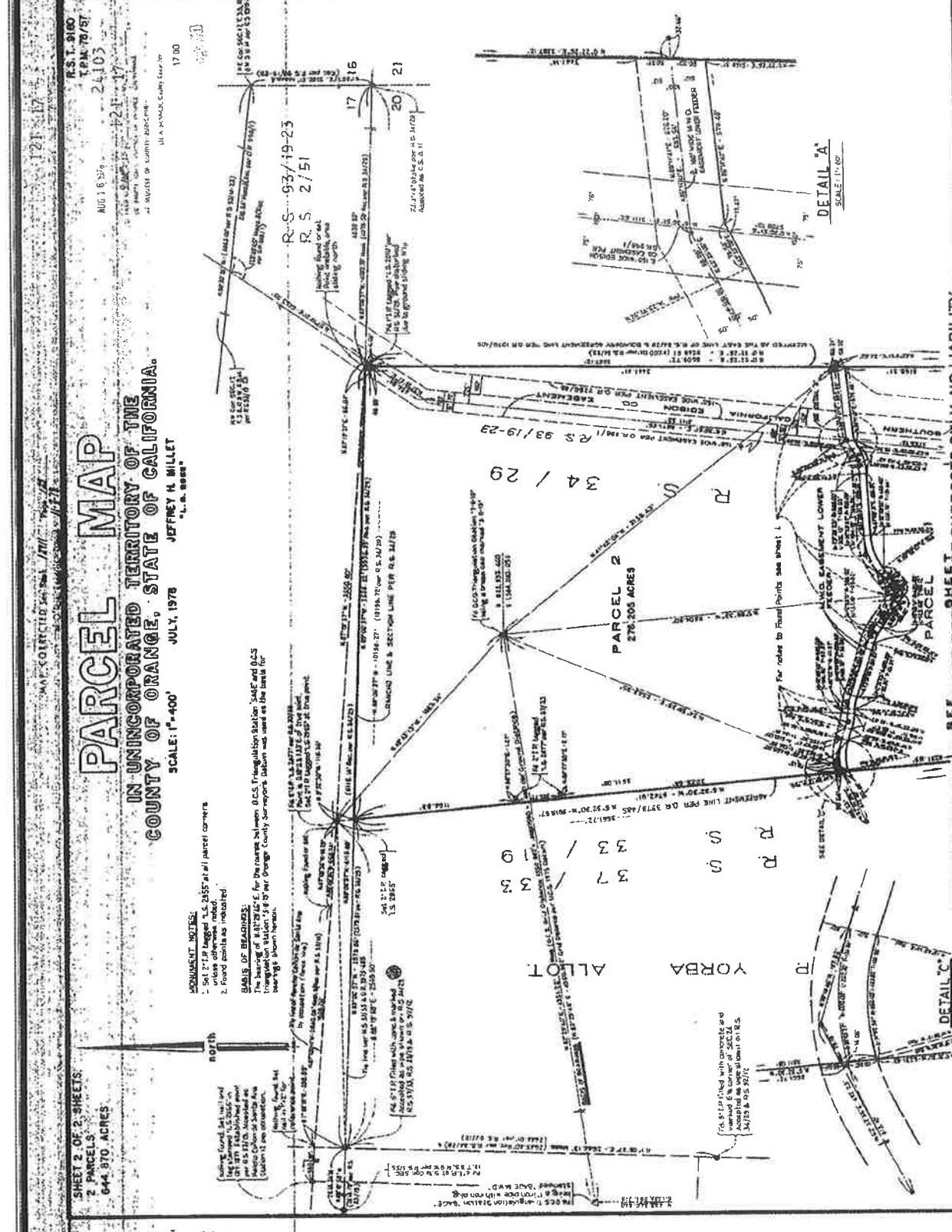
SCALE: 1" = 400'

SHEET 2 OF 2 SHEETS
 2 PARCELS
 644.870 ACRES

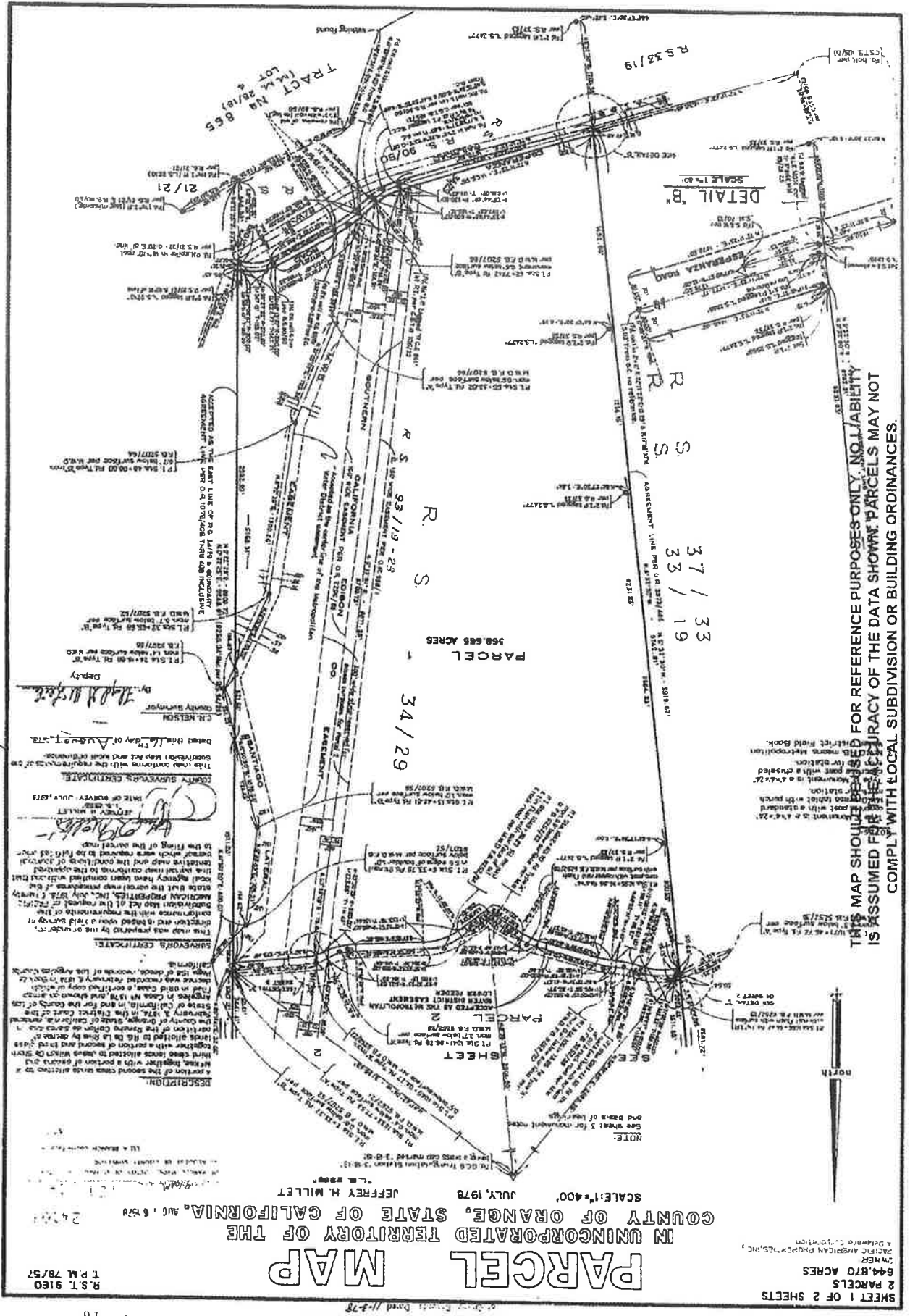
- MONUMENT NOTES:**
1. See 712 P. found 1/5, 1955 at all parcel corners unless otherwise noted.
 2. Found points as indicated.

BASIS OF BEASINGS:
 The bearings of all bearings shown on this map were obtained from the County Surveyor's Office and used as the basis for bearings shown hereon.

NOTES:
 1. The 712 P. found 1/5, 1955 at all parcel corners unless otherwise noted.
 2. Found points as indicated.



THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SUPERVISOR'S CERTIFICATE
 This map was prepared by the undersigned
 and is based upon a field survey of
 the land shown thereon. I am a duly
 licensed and qualified surveyor in the
 State of California and I hereby
 certify that the survey was conducted
 in accordance with the laws and
 regulations of the State of California
 and that the map is a true and
 correct representation of the
 land shown thereon.

JEFFREY H. MILLET
 Surveyor

DEPARTMENT OF PUBLIC WORKS
 COUNTY OF ORANGE, CALIFORNIA

SHEET 1 OF 2 SHEETS
 2 PARCELS
 644,870 ACRES
 PACIFIC AMERICAN PROPERTIES, INC.
 A Delaware Corporation

SCALE: 1" = 400'
 JULY, 1978
 JEFFREY H. MILLET

R. S. T. 9150
 T. P. M. 78/57

MAP CONTROLLED BY THE STATE OF CALIFORNIA

PARCEL MAP

IN UNINCORPORATED TERRITORY OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA.

JEFFREY H. MILLET
L.S. 8088

JULY, 1978

17 00

R.S. 1-3160
E.P.A. 79/37
24-103
AUG 16 1978
421-17

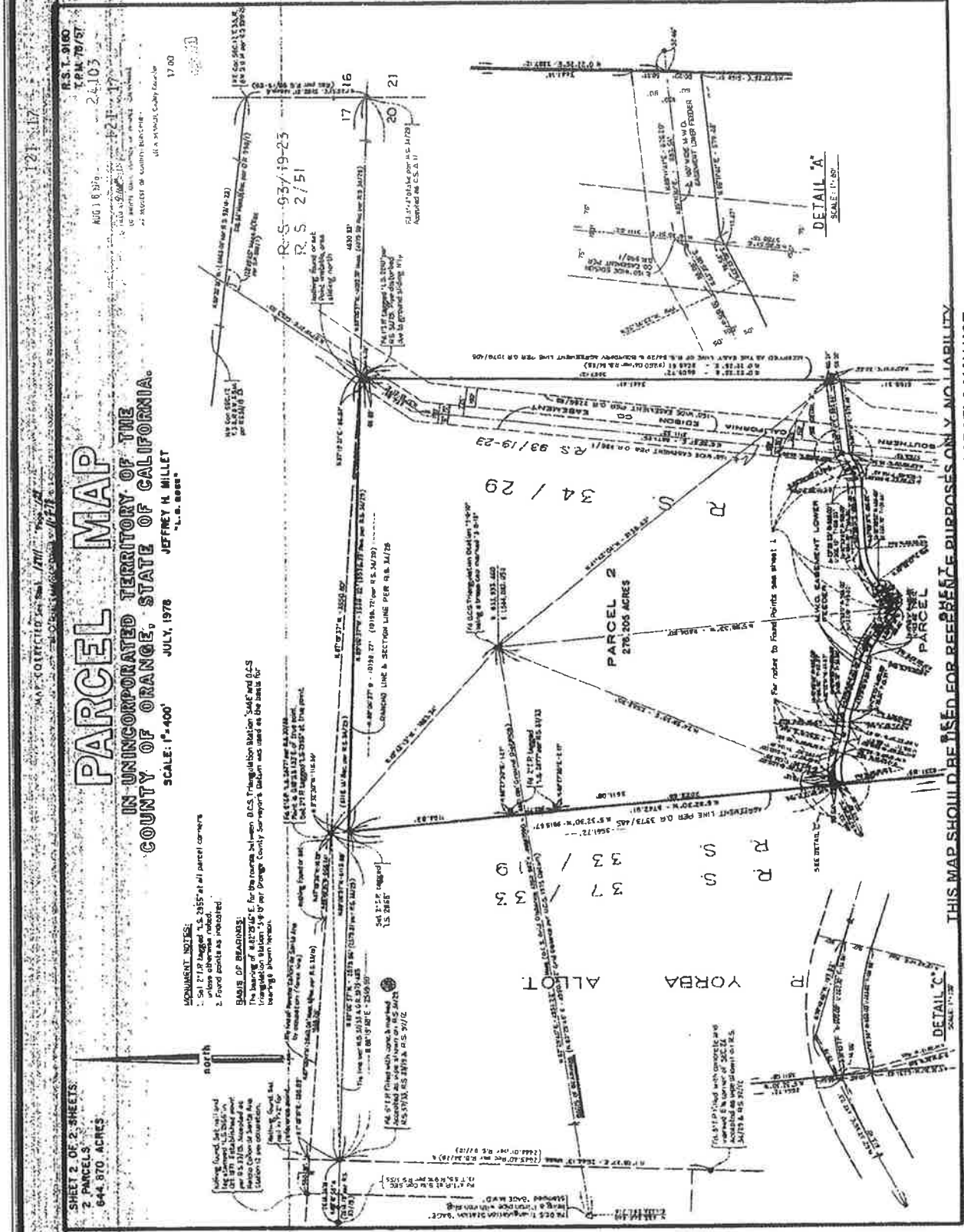
TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF ORANGE, CALIFORNIA, AT THE REQUEST OF THE COUNTY CLERK.

BY A SPECIAL CUBY EXAMINER

SHEET 2 OF 2 SHEETS
2 PARCELS
644.870 ACRES

- MONUMENT NOTES:**
1. All monuments are 3/4" x 3/4" x 3/4" unless otherwise noted.
 2. Found points as indicated.

BOUNDARY BEARINGS:
The bearings of all bearings are true bearings between U.S. Triangulation Station 5445 and U.S. Triangulation Station 5446. The bearings of all bearings are true bearings between U.S. Triangulation Station 5445 and U.S. Triangulation Station 5446. The bearings of all bearings are true bearings between U.S. Triangulation Station 5445 and U.S. Triangulation Station 5446.



THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SCHEDULE B

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

A. Property taxes, including any assessments collected with taxes, for the fiscal year 2011 - 2012 that are a lien not yet due.

B. Property taxes, for the fiscal year 2010 - 2011 are paid. For proration purposes the amounts are:

1 st Installment:	\$5,386.92 Paid
2 nd Installment:	\$5,386.92 Paid
Code Area:	80011

Assessors Parcel Number: 351-031-06

Affects: Parcel 1 and a portion of Parcel 2

C. Property taxes, for the fiscal year 2010 - 2011 are paid. For proration purposes the amounts are:

1 st Installment:	\$5.04 Paid
2 nd Installment:	\$5.04 Paid
Code Area:	80011

Assessors Parcel Number: 351-772-02

Affects: a portion of Parcel 2

D. Property taxes, for the fiscal year 2010 - 2011 are paid. For proration purposes the amounts are:

1 st Installment:	\$5.04 Paid
2 nd Installment:	\$5.04 Paid
Code Area:	80011

Assessors Parcel Number: 351-783-04

Affects: a portion of Parcel 2

SCHEDULE B

(continued)

E. Property taxes, for the fiscal year 2010 - 2011 are paid. For proration purposes the amounts are:

1 st Installment:	\$5.04 Paid
2 nd Installment:	\$5.04 Paid
Code Area:	80011

Assessors Parcel Number: 351-791-14

Affects: a portion of Parcel 2

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

1. Water rights, claims or title to water, whether or not disclosed by the public records.

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

Purpose: Public utilities
 Recorded: May 5, 1939 in Book 998 Page 1 of Official Records
 Affects: That portion of said land as described in the document attached hereto.

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

Purpose: Public utilities
 Recorded: March 3, 1952 in Book 2296 Page 88 of Official Records
 Affects: That portion of said land as described in the document attached hereto.

4. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any as set forth therein.

Lessor: Anaheim Union Water Company, a corporation
 Lessee: The Texas Company, a Delaware corporation
 Recorded: May 23, 1952 in Book 2333 Page 500, of Official Records

Reference is hereby made to said document for full particulars.

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

SCHEDULE B
(continued)

- 5. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
 Purpose: Public utilities
 Recorded: June 9, 1955 in [Book 3096 Page 508](#) of Official Records
 Affects: That portion of said land as described in the document attached hereto.
- 6. The rights, reservations and covenants as contained in a boundary line agreement dated April 8, 1957 between Esperanza P. Carrillo and others, designated as first parties, and Anaheim Union Water Company, a California corporation, recorded July 15, 1957 in [Book 3973 Page 485](#), Official Records.
 Reference is hereby made to said document for full particulars.
- 7. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
 Purpose: Public utilities
 Recorded: January 21, 1958 in [Book 4170 Page 220](#) of Official Records
 Affects: That portion of said land as described in the document attached hereto.
- 8. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
 Purpose: Public utilities
 Recorded: January 12, 1960 in [Book 5049 Page 309](#) of Official Records
 Affects: That portion of said land as described in the document attached hereto.
- 9. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
 Purpose: Pole lines and conduits
 Recorded: In [Book 9140 Page 234](#) of Official Records
 Affects: That portion of said land as described in the document attached hereto.
- 10. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
 Purpose: Public utilities
 Recorded: December 20, 1979 in [Book 13440 Page 695](#) of Official Records
 Affects: That portion of said land as described in the document attached hereto.

SCHEDULE B
(continued)

11. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
 Purpose: Public utilities
 Recorded: November 25, 1987 as Instrument No. [87-662425](#) of Official Records
 Affects: That portion of said land as described in the document attached hereto.
 12. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby
 Amount: \$None shown
 Dated: June 22, 2009
 Trustor: Castle & Cooke Yorba Linda, LLC, a California limited liability company
 Trustee: Chicago Title Company, a California corporation
 Beneficiary: Deutsche Bank Trust Company Americas, as administrative agent and collateral agent
 Loan No.: Not shown
 Recorded: June 23, 2009 as Instrument [No. 2009-0328239](#) of Official Records.
 An agreement to modify the terms and provisions of said deed of trust as therein provided.
 Recorded: August 25, 2010 as Instrument [No. 2010-0413100](#), of Official Records
 13. An assignment of all the moneys due, or to become due, as rental, as additional security for the obligations secured by deed of trust referred to therein.
 Assignee: Deutsche Bank Trust Company Americas, as administrative agent and collateral agent
 Recorded: June 23, 2009 as Instrument [No. 2009-0328240](#), of Official Records
 14. A financing statement filed with the office of the county recorder, showing
 Debtor: Castle & Cooke Yorba Linda, LLC
 Secured Party: Deutsche Bank Trust Company Americas, as administrative agent and collateral agent
 Recorded: June 23, 2009 as Instrument [No. 2009-0328241](#), of Official Records
 Reference is hereby made to said document for full particulars.

SCHEDULE B

(continued)

15. A financing statement filed with the office of the county recorder, showing

Debtor: Castle & Cooke Yorba Linda, LLC
Secured Party: Deutsche Bank Trust Company Americas, as administrative agent and collateral agent
Recorded: June 24, 2009 as Instrument No. 2009-0332616, of Official Records

Reference is hereby made to said document for full particulars.

16. The fact that the public record does not disclose that the ownership of said land includes rights of access to or from any public street. Notwithstanding the insuring clauses of the policy, the Company does not insure against loss or damage by reason of a lack of a right of access to and from the land.

17. Any facts, rights, interests or claims which may exist or arise by reason of the following matters disclosed by an inspection or survey:

Easements for ingress and egress over said land which may be established by usage.

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

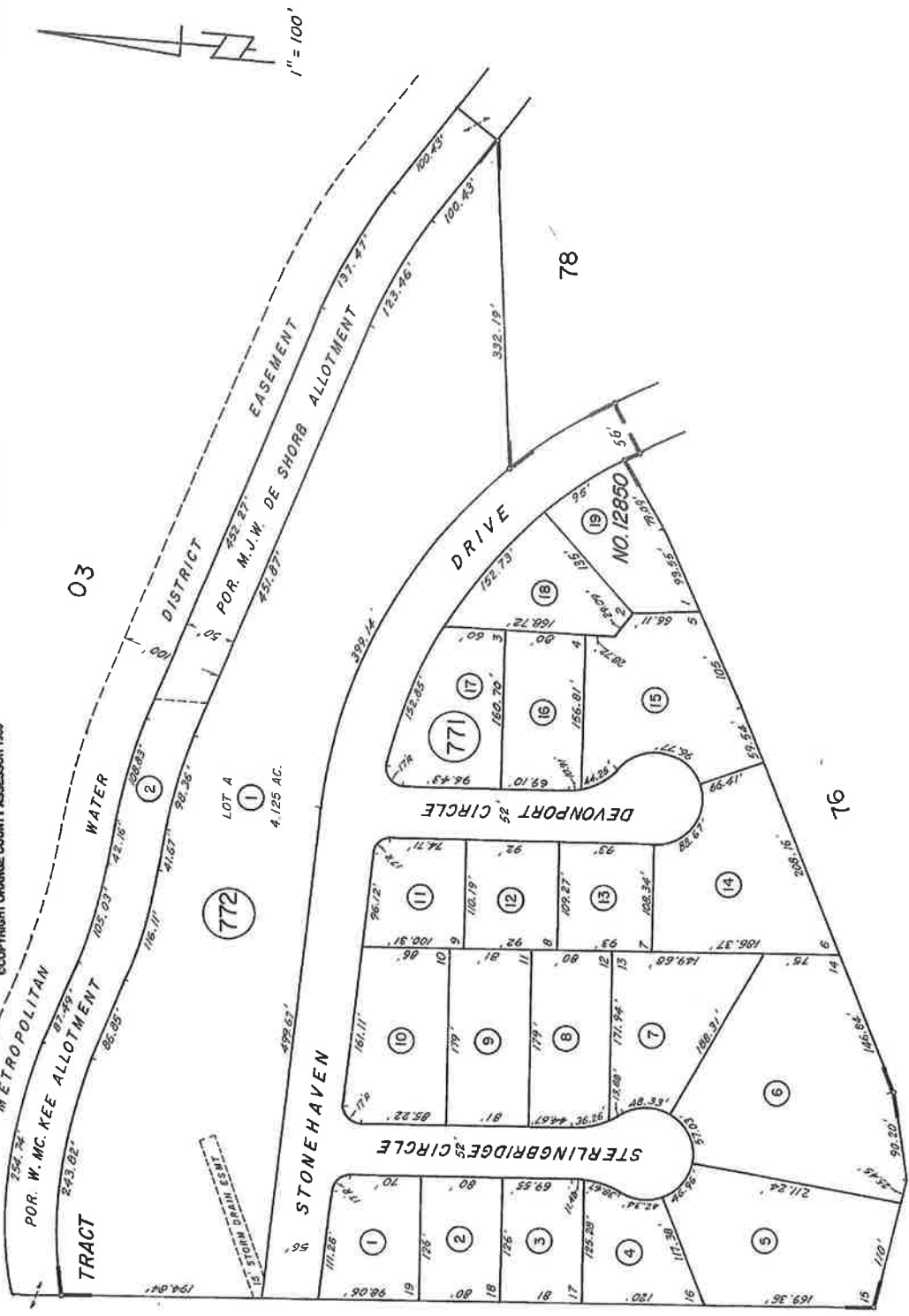
This office must be notified at least 7 business days prior to the scheduled closing in order to arrange for an inspection of the land; upon completion of this inspection you will be notified of the removal of specific coverage exceptions and/or additional exceptions to coverage.

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

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

END OF SCHEDULE B

THIS MAP SHOULD BE USED FOR THE ACCURATE LOCATION OF PARCELS ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE PARCELS SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



ASSESSOR'S MAP
BOOK 351 PAGE 77
COUNTY OF ORANGE

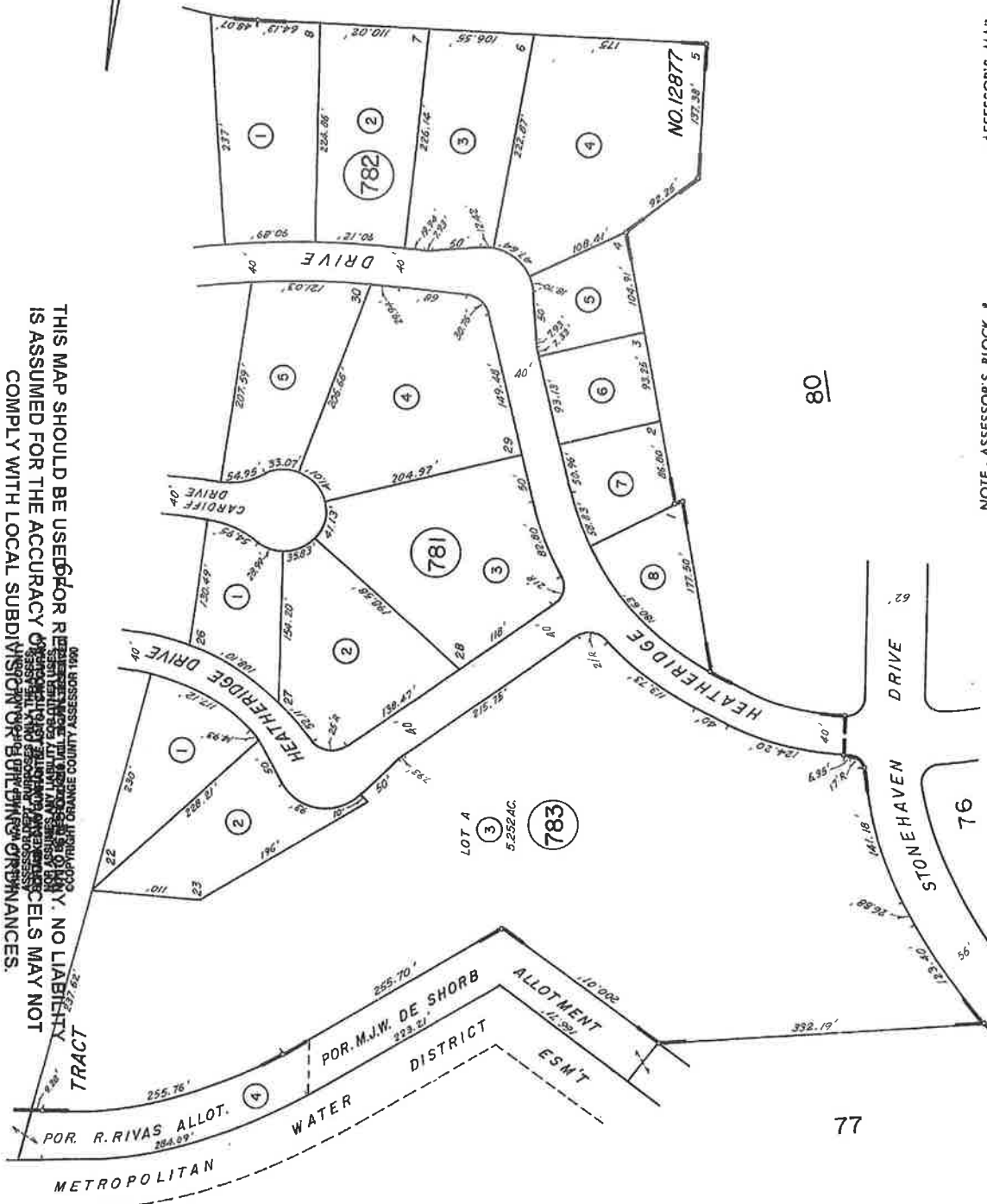
NOTE - ASSESSOR'S BLOCK &
PARCEL NUMBERS
SHOWN IN CIRCLES

POR. OF PARTITION, 1874 COURT CASE MAP
TRACT NO. 12850 M.M. 579 - 46, 47

MARCH 1988

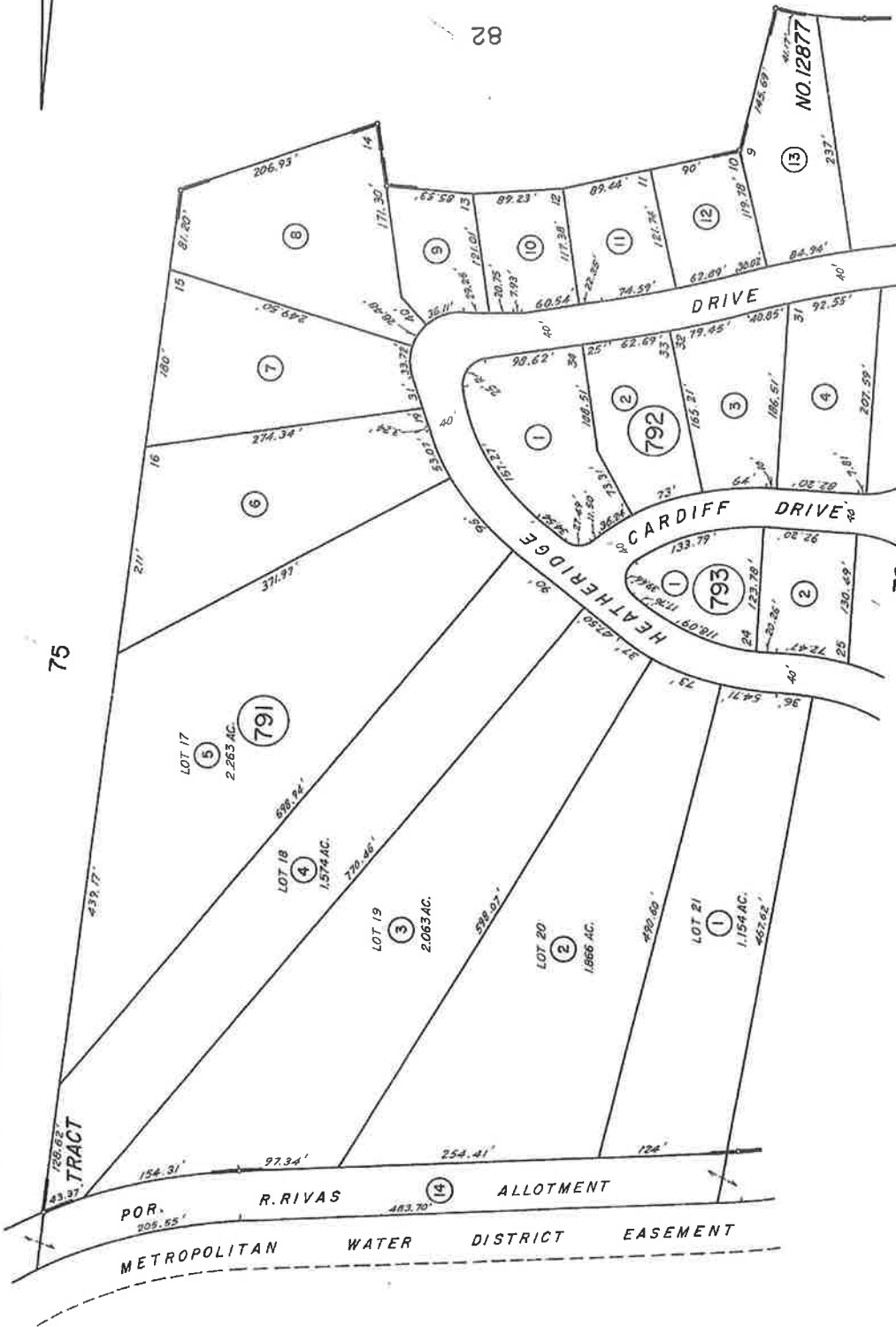


82





THIS MAP WAS PREPARED FOR COUNTY OF ORANGE, FLORIDA, BY THE COUNTY ASSESSOR'S DEPT. FOR PURPOSES ONLY. THE ASSESSOR'S DEPT. MAKES NO GUARANTEE AS TO THE ACCURACY OF THE DATA SHOWN. PARCEL NUMBERS SHOWN IN CIRCLES ARE NOT TO BE REPRODUCED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE COUNTY ASSESSOR'S DEPT. COPYRIGHT ORANGE COUNTY, FLORIDA, 1988



82

75

78

03

ASSESSOR'S MAP
BOOK 351 PAGE 79
COUNTY OF ORANGE

NOTE - ASSESSOR'S BLOCK &
PARCEL NUMBERS
SHOWN IN CIRCLES

POR. OF PARTITION, 1874 COURT CASE MAP
TRACT NO. 12877 M.M. 580-21 TO 26 INC.

MARCH 1988

311 998 R67

may be provided by the members of the State Railroad Commission, or other governmental body having jurisdiction thereof, or as may be provided for the construction, maintenance and operation of said transmission lines.

The grantor, his heirs, assigns or assigns, shall have the right to maintain the least grade the right of way over the line and all other which may be given hereto, without compensation with the right herein provided for the grantor, the amendment or extension, provided that said grantor, his heirs, assigns or assigns, to the use of said land, shall not be bound to allow any discontinuance of operation on any other material within the said right of way strip or to alter the same as to construction, to the extent of the grantor, his heirs or assigns, or because of danger to said transmission lines. In case the grantor, his heirs or assigns, shall give back to the other side within the limits of said right of way strip, the land, not giving the same to within a height in excess of twenty feet above the surface of the ground, and if, then, any other person shall give taller than such height, then the grantor, his heirs or assigns, shall have the right to take the same to within to maintain said height as a minimum.

It is further understood and agreed that the other side of said right of way strip shall be located on, under or over said strip of land by the grantor or assigns, after consultation with the previous official owners of said property.

Grantor shall have the right to use whatever marks and like such additional marks, on the lands of the grantor, as shall be convenient and necessary to the grantor's use of said right of way.

WITNESSETH, that I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original of the within and signed by me.

TO HAVE AND TO HOLD the above mentioned premises and covenants unto the said Southern California Edison Company Ltd., its successors and assigns forever.

In WITNESS WHEREOF, said Southern California Edison Company Ltd. caused its corporate seal to be hereunto subscribed and attested by its president or secretary this 10th day of May, 1939.

:(Signature Blank)

ARMITH UNDER THESE HANDS
S. H. Hale, Pres.
L. J. Stinson, Sec'y.

STATE OF CALIFORNIA,)
County of Orange,)

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original of the within and signed by me. I, the undersigned, being to be in the handwriting of the applicant described in and that I executed the within instrument, and being to be to the persons who executed the within instrument as shown in the corporation therein stated, and acknowledged to me that such persons acted as stated for me.

WITNESSETH, I have personally seen and attested by my hand and seal, the day and date first above written.

Both Flippin, County of Orange
to and for said County and State.

1939, recorded at District of Orange at 3:00 P.M. May 3, 1939, in Book 208, Page 1, of the Public Records of said County of Orange, California, J. F. Blackstone, County Recorder.
Notary Public, 2082500, Kelly Lee

1939

NOTARY PUBLIC, Orange and Vista, California
J. F. Blackstone

THE STATE OF CALIFORNIA,)
County of Orange,)
I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original of the within and signed by me. I, the undersigned, being to be in the handwriting of the applicant described in and that I executed the within instrument, and being to be to the persons who executed the within instrument as shown in the corporation therein stated, and acknowledged to me that such persons acted as stated for me.

Grantee shall have the right to use existing roads and make such additions thereto, on the lands of the Grantor, as shall be convenient and necessary to the Grantee's use of said right of way strip, and the right to use all necessary and convenient means of ingress and egress to and from said above described right of way strip, for the uses and purposes and the exercising of the rights herein granted. Said right of entry may be exercised by trucks, automobiles or other vehicles or by foot, as may suit the convenience of Grantee.

The Grantor reserves the right for water pipe lines and roads under and across the land described in this easement provided the exercise of such rights do not interfere with or endanger the operation and maintenance of the electric transmission line of the Grantee.

Grantee shall have the right to install and to use gates in any fences which are now or may be hereafter constructed on said lands of the Grantor, for the purpose of permitting convenient entry in said right of way strip. Any gates which are installed by Grantee on said lands shall be locked with Grantee's locks and also if the Grantor so desires, may be locked with the Grantor's locks, in such a manner that either can lock or unlock the gates. Any gates which are installed and locked by the Grantor and used by the Grantee shall be locked also by the Grantee's locks so that either can lock or unlock the gates.

Grantor shall have the right to make such surface cuts within said right of way strip as may be necessary to maintain the clearance between the wires or cables and the surface of the ground that may be required by the orders of the Public Utilities Commission of the State of California, or other governmental body having jurisdiction thereof, or that may be necessary to the economical construction, maintenance or operation of said electric transmission line. Grantor, his heirs, successors or assigns, shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on said right of way strip, or so near thereto as to constitute, in the opinion of the Grantee, its successors or assigns, a menace or danger to said electric transmission line.

Grantor, his heirs, successors or assigns, shall have the right to cultivate the land within the right of way strip for any and all crops which may be grown thereon, provided such use shall not interfere with the rights herein granted to the Grantee, his successors or assigns. In case the Grantor, his heirs, successors or assigns, shall grow orchard or other trees within the limits of said right of way strip in or they shall not permit the same to attain a height in excess of 25 feet above the surface of the ground, and in case any such trees shall grow taller than said height, then the Grantee, its successors or assigns, shall have the right to trim the same in order to maintain said height as a maximum.

The Grantor grants to the Grantee, its successors and assigns, the right to trim or top and to keep trimmed or topped any and all trees on the lands of the Grantor adjacent to said right of way strip for a distance of 75 feet from the exterior lines of the right of way strip, to such heights as in the judgment of the Grantee, its successors or assigns, shall be reasonably necessary for the proper construction, operation and maintenance of said electric transmission line, but at no point outside the right of way strip to a height less than 50 feet.

It is understood and agreed that the grant of this Easement does not convey to the Grantee any right, title or interest in any oil, gas, petroleum or other mineral or hydrocarbon substances within the limits of the said right of way strip or otherwise, but that the Grantee, his heirs, successors and assigns, in prospecting for or developing oil, gas, petroleum or other mineral or hydrocarbon substances, will do so from adjacent land and in such a manner as not to endanger or interfere with the structures erected by the Grantee or with the operation of the electric transmission line of the Grantee, and will not construct, place or maintain, or permit to be constructed, placed or maintained, any oil or mud pump, derrick, drilling rig, oil storage tank or other structure of any kind whatsoever, on any portion of said above described strip of land, and will not construct, place or maintain, or permit to be constructed, placed or maintained within one hundred (100) feet of the Easterly and Westerly boundary line(s) of said above described strip of land, or on any other land owned by the Grantor, his heirs, successors or assigns, within one hundred (100) feet of the exterior boundary line of said above described strip of land, any oil or mud pump, derrick, drilling rig, oil storage tank or other structure for use in connection with the prospecting for, developing, extracting and/or refining of oil, gas, petroleum and/or other mineral or hydrocarbon substances.

It is further understood and agreed that the grant of this Easement shall not constitute a release of the Grantor from any and all obligations, liabilities or duties which may be incurred by the Grantor in connection with the operation and maintenance of the electric transmission line of the Grantee.

TO HAVE AND TO HOLD the above mentioned easements and rights unto said SOUTHERN CALIFORNIA EDISON COMPANY, its successors and assigns, forever.

IN WITNESS WHEREOF, this instrument has been executed this 17th day of December, 1952.

WITNESS:

Attest: COMPANY

J. H. Beatty, President
L. J. Sheridan, Secretary

INDIVIDUAL ACKNOWLEDGMENT

STATE OF California } ss.
COUNTY OF Orange

On this 17th day of December, 1952, before me, J. H. Beatty, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared J. H. Beatty & L. J. Sheridan

known to me to be the persons whose names subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

Notary Public in and for said County and State

STATE OF CALIFORNIA } ss.
COUNTY OF ORANGE

On February 6, 1952

before me the undersigned, a Notary Public in and for said County and State, personally appeared J. H. Beatty

known to me to be the President, and L. J. Sheridan

Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

Witness my hand and official seal

J. H. Beatty

Notary Public in and for said County and State.

SPACE BELOW FOR RECORDER'S USE ONLY

RECORDED AT REQUEST OF

ORANGE CO. TITLE CO.

FEB 8 1952 9:00 A.M.

BOOK 2296 PAGE 88

RECORDS
Orange County, California

Hubert M. ...
County Recorder

The Commission on the Organization of the Court in 1969-1970, in its report, "The Organization of the Court," recommended that the Court be reorganized to consist of nine members, including the Chief Justice and eight Associate Justices. This report was based on the premise that the Court should be able to handle the increasing number of cases that are filed with it each year.

The Commission also recommended that the Court be reorganized to consist of nine members, including the Chief Justice and eight Associate Justices. This report was based on the premise that the Court should be able to handle the increasing number of cases that are filed with it each year.

The Commission further recommended that the Court be reorganized to consist of nine members, including the Chief Justice and eight Associate Justices. This report was based on the premise that the Court should be able to handle the increasing number of cases that are filed with it each year.

The Commission also recommended that the Court be reorganized to consist of nine members, including the Chief Justice and eight Associate Justices. This report was based on the premise that the Court should be able to handle the increasing number of cases that are filed with it each year.

The Commission further recommended that the Court be reorganized to consist of nine members, including the Chief Justice and eight Associate Justices. This report was based on the premise that the Court should be able to handle the increasing number of cases that are filed with it each year.

The Commission also recommended that the Court be reorganized to consist of nine members, including the Chief Justice and eight Associate Justices. This report was based on the premise that the Court should be able to handle the increasing number of cases that are filed with it each year.

The Commission further recommended that the Court be reorganized to consist of nine members, including the Chief Justice and eight Associate Justices. This report was based on the premise that the Court should be able to handle the increasing number of cases that are filed with it each year.

The Commission also recommended that the Court be reorganized to consist of nine members, including the Chief Justice and eight Associate Justices. This report was based on the premise that the Court should be able to handle the increasing number of cases that are filed with it each year.

The Commission further recommended that the Court be reorganized to consist of nine members, including the Chief Justice and eight Associate Justices. This report was based on the premise that the Court should be able to handle the increasing number of cases that are filed with it each year.

The Commission also recommended that the Court be reorganized to consist of nine members, including the Chief Justice and eight Associate Justices. This report was based on the premise that the Court should be able to handle the increasing number of cases that are filed with it each year.

The Commission further recommended that the Court be reorganized to consist of nine members, including the Chief Justice and eight Associate Justices. This report was based on the premise that the Court should be able to handle the increasing number of cases that are filed with it each year.

Section 10. The Board of Directors, consisting of 10 members.

The Board of Directors shall have the authority to manage the business of the corporation and to exercise all the powers and authority vested in the corporation by the laws of the State of New York.

10.1 The Board of Directors shall have the authority to borrow money for the corporation and to issue bonds, notes, debentures, or other securities of the corporation.

10.2 The Board of Directors shall have the authority to lease, purchase, sell, convey, or otherwise dispose of all or any part of the real or personal property of the corporation, and to execute any instrument necessary to carry out any of the purposes of this section.

10.3 The Board of Directors shall have the authority to make, alter, amend, or repeal the bylaws of the corporation.

10.4 The Board of Directors shall have the authority to make, alter, amend, or repeal the articles of incorporation of the corporation.

10.5 The Board of Directors shall have the authority to make, alter, amend, or repeal the certificate of incorporation of the corporation.

10.6 The Board of Directors shall have the authority to make, alter, amend, or repeal the charter of the corporation.

10.7 The Board of Directors shall have the authority to make, alter, amend, or repeal the rules and regulations of the corporation.

10.8 The Board of Directors shall have the authority to make, alter, amend, or repeal the articles of association of the corporation.

10.9 The Board of Directors shall have the authority to make, alter, amend, or repeal the articles of partnership of the corporation.

10.10 The Board of Directors shall have the authority to make, alter, amend, or repeal the articles of joint venture of the corporation.

10.11 The Board of Directors shall have the authority to make, alter, amend, or repeal the articles of copartnership of the corporation.

10.12 The Board of Directors shall have the authority to make, alter, amend, or repeal the articles of co-partnership of the corporation.

10.13 The Board of Directors shall have the authority to make, alter, amend, or repeal the articles of association of the corporation.

10.14 The Board of Directors shall have the authority to make, alter, amend, or repeal the articles of partnership of the corporation.

10.15 The Board of Directors shall have the authority to make, alter, amend, or repeal the articles of joint venture of the corporation.

10.16 The Board of Directors shall have the authority to make, alter, amend, or repeal the articles of copartnership of the corporation.

20. If, at any time after ten (10) years from the date hereof and after the leased land is fully drilled, Lessor receives a bona fide offer from a third party to drill to a zone deeper than any zone which has been penetrated, Lessor may serve a notice on Lessee to commence drilling operations to such deeper zone within three (3) months from the date of receipt of said notice. If Lessee does not commence drilling operations to such deeper zone within said three (3) months' period, then Lessor, or the heirs, executors, administrators, Lessees, successors or assigns of Lessor, shall have the right to conduct drilling, reworking and producing operations to such deeper zone and to produce oil, gas and other hydrocarbon substances from such deeper zone for a period (hereinafter referred to as "said period") of nine (9) months (commencing immediately upon the expiration of said three (3) months' period) and so long thereafter as Lessor, or the heirs, executors, administrators, Lessees, successors or assigns of Lessor, conducts drilling, reworking or producing operations in connection with such deeper zone, or oil, gas or other hydrocarbon substances, or any of them, is produced from such deeper zone in paying quantities. For the purpose of this paragraph drilling, reworking or producing operations shall be deemed to have been conducted (a) during the period which, under the provisions of this lease, may intervene between the completion or abandonment of a well and the commencement of operations for the next well; (b) during such period as drilling, reworking or producing operations as may, under the express terms of this lease, be suspended; and (c) during the period of three (3) months from the date of cessation of production.

Upon the expiration of said period all rights of Lessor and the heirs, executors, administrators, Lessees, successors and assigns of Lessor, under the provisions of this paragraph shall terminate and revert in Lessee.

For the purpose of this paragraph a "zone" is defined to be a sand or a series of sands of sufficient thickness and "productivity" of oil or gas to form an economical source of supply and which is segregated from other sands or series of sands by natural boundaries or boundaries to such an extent as to make its separate development either economically or mechanically desirable.

All drilling, reworking and producing operations under the provisions of this paragraph are to be conducted in a manner that will not interfere with Lessor's rights under this lease.

With respect to any and all wells drilled under the provisions of this paragraph, Lessee's representatives shall have full and free access thereto and all operations in connection therewith; Lessee shall be furnished with all information it desires in connection with such wells, including a true copy of the driller's logs and well histories and electrical logs of said wells and any survey or surveys of same; and Lessee's representatives shall be permitted, without compensation, to inspect and sample all cores and cuttings from said wells and to witness the preparation and execution of all tests.

It is agreed by the parties hereto that Lessee shall have no right in or to any water in, on or under the leased premises, said water being reserved unto the Lessor.

JHB
James
James

Portions of the Rancho Canon de Santa Ana in Orange County divided as allotments 5 and 6 in said Rancho and described as follows:

PARCEL I:

Commencing at the Northeast corner of the tract of second class land allotted to William Naves by final decree in the partition of said Rancho Canon de Santa Ana, being Station 1 of said tract and Station 1 of the tract herein described; and running thence South 17 $\frac{1}{2}$ chains to Station 3; thence North 63 $^{\circ}$ East, 15.40 chains to Station 4; thence North 16 $^{\circ}$ chains to Station 1; thence West 13.60 chains to the point of beginning;

EXCEPTING that part conveyed to the Atchison, Topeka and Santa Fe Railroad by deed recorded July 23, 1910 in Book 193, page 111 of deeds.

PARCEL II:

Commencing at the Northeast corner of the tract heretofore described and allotted to Jesus Wilson de Short said corner being Station 1 of said tract and Station 2 of the tract herein described; thence South 16 $^{\circ}$ chains to Station 3; thence North 63 $^{\circ}$ East, 11.40 chains to Station 4; thence North 18 $^{\circ}$ East 12 chains to Station 5; thence North 70 $^{\circ}$ East, 20.00 chains to Station 6; thence South 54 $^{\circ}$ East, 1.00 chain to Station 7; thence North 14 $\frac{1}{2}$ chains to Station 1; thence West 20.00 chains to the point of beginning;

EXCEPTING therefrom that portion conveyed to the Atchison, Topeka and Santa Fe Railway by deed recorded July 28, 1910, in Book 193, page 111 of deeds, records of said county;

ALSO EXCEPTING therefrom that portion conveyed to Riverside, Orange and Los Angeles Railway by deed recorded July 9, 1906 in Book 107, page 611 of deeds, records of Los Angeles County.

EXCEPTING FROM Parcels I and II the portions by 100 chains thereof, said North 100 chains being measured so that the South line thereof is parallel to the North line of said Parcels I and II;

PARCELS I and II containing, after said exceptions, 267.64 acres, more or less.

WNB
John

RECORDED AT REQUEST OF

WALTER C. BYLES CO.

MAY 21 1952 9:00 A.M.

BOOK 2333 PAGE 500

OFFICIAL RECORDS
Orange County California

Walter C. Byles
County Recorder

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ON THIS 10th day of May 1914

before me, MARYLIN M. WYSE, a Notary Public in and for the County of Los Angeles, State of California, duly commissioned and sworn, personally appeared E. G. WOODRUFF, known to me to be the person who executed the within instrument, on behalf of THE UREAS COMPANY, a Delaware corporation the corporation herein named and whose name is subscribed to the within instrument, or his attorney-in-fact or his agent, and acknowledged to me that he subscribed the same of said corporation and that he was present, and in the name of attorney-in-fact, and acknowledged to me that such corporation executed the same.

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

Marylin M. Wyse
Notary Public in and for the County of Los Angeles

My Commission Expires April 8, 1915

STATE OF CALIFORNIA
COUNTY OF Orange

83

On this 7th day of April, A.D., 1914, before me,

a Notary Public in and for said County of Orange, State of California, personally appeared J. H. Beach, known to me to be the President, and E. J. Davidson, known to me to be the Secretary of

California Union Water Company, the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by laws or a resolution of its Board of Directors.

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

M. J. [Signature]
Notary Public in and for said County and State

My Commission Expires: October 1st, A.D. 1914

STATE OF CALIFORNIA
County of _____

On this _____ day of _____, in the year nineteen hundred and _____

before me, _____, a Notary Public in and for the County of _____, State of California, residing therein, duly commissioned and sworn,

personally appeared _____, known to me to be the person who executed the within instrument, or his attorney-in-fact or his agent, and acknowledged to me that he subscribed the same of said corporation and that he was present, and in the name of attorney-in-fact, and acknowledged to me that such corporation executed the same.

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

Notary Public in and for the County of _____ State of California.

My Commission Expires _____

3096
508

3096/508

PERMANENT EASEMENT
68930

1001-1-3

EL
1000
Dmt

ANAHEIM UNION WATER COMPANY, a corporation,

of the County of Orange, State of California, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), lawful money of the United States, to it in hand paid by THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA,
—a public corporation of the State of California,

its successors and assigns, a non-exclusive Permanent Easement and Right of Way, including the right to remove any improvements, trees, shrubs and other growth thereon, unless otherwise herein provided, and at any time and from time to time, to locate, relocate, construct, reconstruct, maintain, operate, renew, enlarge, remove and replace a line or lines of pipe, together with manholes, service connections, distribution systems and other facilities including all necessary appendages, structures and equipment necessary for the transportation and distribution of water for the uses and purposes of Grantee and its assigns, in, under, over, upon and across, the land situate in the County of Orange, State of California, and more particularly described as follows, to-wit:

Esmt

The following described parcels of land hereinafter designated Parcel A and Parcel B, being portions of that certain parcel of second and third class land allotted to R. Rivas as shown on map attached to and made a part of the Decree of Partition of the Rancho Canon de Santa Ana rendered in Case No. 1978 of the Seventeenth Judicial District Court in and for the County of Los Angeles, California, a certified copy of which is recorded in Book 28, page 158 of Deeds, in the office of the Recorder of said County; said land being located in the County of Orange, State of California; said portions of that certain parcel being more particularly described as follows:

add Rec 1321

PARCEL A - Beginning at a point in the easterly line of said certain parcel of land allotted to R. Rivas, said easterly line being also the westerly boundary line of that real property situated in the Rancho Canon de Santa Ana in the County of Orange, comprising 3528.20 acres, more or less, as described in the order settling final account and supplemental final account and for distribution, under the terms and provisions of the last will and testament of Susanna Bixby Bryant, deceased, a certified copy of said order being recorded in Book 1790, page 538, of Official Records, in the office of the Recorder of the County of Orange, said point being distant on said westerly boundary line N 0°25'56" W 3561.34 feet from the southerly terminus of said westerly boundary line in that certain course having a bearing of S 60°56'00" W in the northerly line of Tract No. 865 as shown on Map recorded in Book 28, page 18, of Miscellaneous Maps in the office of said Recorder of the County of Orange; thence N 13°39'02" W 1295.36 feet; thence N 5°46'28" E 772.54 feet; thence N 40°59'50" E 321.40 feet, to an intersection with said easterly line; thence S 0°25'56" E 2270.01 feet along said easterly line to the point of beginning.

ORIGINAL

Page 6 of 8

PARCEL B - A strip of land 100 feet wide, the westerly line of said 100-foot wide strip of land being parallel to and 100 feet westerly, measured at right angles, from the following described easterly line of said 100-foot wide strip of land:

Beginning at a point in said easterly line of said certain parcel of land allotted to R. Rivas, said easterly line being also the westerly boundary line of said real property comprising 3528.20 acres, more or less, distant on said westerly boundary line N 0°25'56" W 3514.99 feet from the southerly terminus of said westerly boundary line in that certain course having a bearing of S 60°56'00" W in the northerly line of Tract No. 865 as shown on map recorded in Book 28, page 18, of Miscellaneous Maps, in the office of said Recorder of the County of Orange; thence S 23°40'08" W 505.56 feet; thence S 7°25'28" W 1282.12 feet; thence S 20°20'36" W 793.73 feet; thence S 10°05'52" W 680.61 feet; thence S 7°02'40" W 437.24 feet, more or less, to the point of ending in the southeasterly line of the right of way of The Atchison, Topeka and Santa Fe Railway Company, a Kansas corporation, as said southeasterly line is described in easement from the Anaheim Union Water Company, a California corporation, to said Railway Company, recorded in Book 1283, page 447, of Official Records, in the office of the Recorder of the County of Orange, from which point of ending said southerly terminus of said westerly boundary line bears N 85°24'41" E 846.74 feet.

The westerly line of the above-described 100-foot wide strip of land shall be prolonged so as to terminate northeasterly in that particular course described in said Parcel A as having a bearing of N 13°39'02" W and a distance of 1295.36 feet, and to terminate southerly in said southeasterly line of the right of way of said Railway Company.

EXCEPTING therefrom that portion thereof lying within the easement for road purposes, 60 feet wide, commonly known as Esperanza Road, as granted to the County of Orange by deed recorded January 24, 1934, in Book 656, page 50, of Official Records in the office of the Recorder of said County.

ALSO EXCEPTING therefrom that portion thereof conveyed to the Riverside, Santa Ana and Los Angeles Railway Company by deed recorded July 9, 1886, in Book 164, page 611 of Deeds, in the office of the Recorder of the County of Los Angeles, and that portion thereof conveyed to The Atchison, Topeka and Santa Fe Railway Company by deed recorded December 29, 1944, in Book 1283, page 447 of Official Records, in the office of the Recorder of the County of Orange.

Parcel A and Parcel B containing in the aggregate 17.51 acres, more or less.

The use of the above described Permanent Easement areas shall include the right to install thereon and to operate and maintain a permanent line or lines of poles and wires, together with the necessary fittings and appurtenances for the transmission of electric power, and to provide telephone communication for Grantee's uses and purposes.

It is agreed by Grantor, its successors and assigns, that at no point on, along, or across said easement shall there be permitted any fill greater than five (5) feet in depth over the surface of the ground as it existed upon completion of construction work within the easement area; and it is further agreed that the grade of any street

ORIGINAL

6 Pages

Page

or alley along or across Grantee's conduit or conduits shall not be less than four (4) feet above the pipe directly under or adjacent to such street or alley.

EXCEPTING AND RESERVING unto the Grantor only such rights, as will not interfere with or prohibit the free and complete use and enjoyment by Grantee, its successors and assigns, of the rights or easements hereby granted; provided, however, that no buildings or other structures of whatever nature or kind shall be placed, erected, or maintained upon any portion of the above described real property by Grantor, its successors or assigns. Grantor expressly reserves the right to grant and convey to other persons easements of any kind that will not unreasonably interfere with Grantee's easement herein provided, including, without being limited to roadways, electric power lines, telephone lines, and other public utilities.

Grantor reserves the right to maintain, operate, use and repair its underground Cajon Canal, with the Right of entry thereto for such purposes.

Grantor further reserves the right to the use of the Permanent Easement areas for agriculture, and for construction and maintenance of roadways, pipe lines and ditches, subject to Grantee's right of entry for necessary operation, maintenance and repairs of Grantee's pipe lines.

Grantee shall have the right to construct manhole, air-valve, blowoff, pumping well, stand pipe, and service connection structures appurtenant to Grantee's pipe line and spillway discharge pipe line, which structures may extend above the surface of the ground.

Grantee shall have the right during its initial construction work to use all existing private roads within the property of Grantor for ingress and egress to and from its works, and upon completion of construction of said pipe lines shall have the right to construct, operate and maintain a permanent access road over and upon the permanent easements herein granted. Provided, however, that grantor, its nominees, agents and employees and its successors in ownership of the fee title shall have the right at all times to use such road, or roads, constructed by Grantee.

Grantee shall have the right to spread excess excavated material resulting from pipe line construction, over the permanent easement areas to a depth of not more than 1.0 foot above the natural surface of the ground, provided, that all natural draws shall be left open and that the surface drainage within Grantor's property shall not be impaired.

Grantee also shall have the right to spread excess excavated material in natural draws within said Permanent Easement areas, and at such locations within Grantor's property outside of said Permanent Easement areas, as shall be designated by Grantor, provided that surface drainage shall not be impaired.

Grantee shall not be required to backfill more than five (5) feet above the pipe at places where cuts are made through hills within the property of Grantor.

TO HAVE AND TO HOLD, the property hereinby these presents granted and conveyed with all and every said Easement and Right of

6-9-55
A
ORIGINAL

Page 6

Page

18731

6-9-55

A

ORIGINAL

Page 6

Page

Way unto THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA,
its successors and assigns, forever.

IN WITNESS WHEREOF, said Corporation has caused this in-
strument to be executed this 13 day of April, 1955.

ANAHEIM UNION WATER COMPANY

By C. M. Malloch Vice President

By L. P. Peterson Secretary

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss

On this 13 day of April, 1955, before me,
W. G. Walker, a Notary Public in and for said County and
State, personally appeared C. M. Malloch, known
to me to be the Vice President, and L. P. Peterson
known to me to be the Secretary of the corporation that
executed the within instrument, and known to me to be the persons
who executed the within instrument on behalf of the corporation there-
in named, and acknowledged to me that such corporation executed the
same.

WITNESS my hand and official seal the day and year in
this certificate first above written.

W. G. Walker
Notary Public in and for said County
and State.

CONSENT

1001-1-3 EL

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) to it in hand paid, receipt of which is hereby acknowledged THE TEXAS COMPANY, a corporation, holder of an oil and gas lease executed by ANAHEIM UNION WATER COMPANY, a corporation, and recorded May 23, 1952, in Book 2333, page 500, and an Agreement recorded August 23, 1952, in Book 2333, page 507, both of Official Records of Orange County, California, covering the land described in the Permanent Easement to which this Consent is attached, does hereby approve of and join in and consent to the grant of said Easement and does hereby agree that its said rights shall remain subject to said Easement, SUBJECT, however, to the right of THE TEXAS COMPANY, its successors and assigns, to locate, relocate, construct, reconstruct, maintain, operate and remove pipe lines for the transportation of oil, gas or water, in, under, and across said easement hereby consented to, such pipe lines to interfere as little as practicable with the rights of Grantee under said deed.

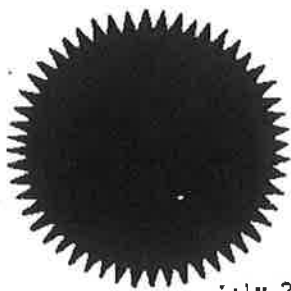
DATED THIS 17th day of June, 1955.

THE TEXAS COMPANY,

By H. O. Woodruff
Its Attorney-in-Fact

By E. B. Liles
Asst. Secretary

STATE OF CALIFORNIA,
County of Los Angeles



ON THIS 17th day of June, 1955 before me,
CHARLOTTE M. GALLAND, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

H. O. Woodruff
known to me to be the person who executed the within instrument on behalf of THE TEXAS COMPANY, a Delaware corporation, the corporation therein named, and whose name is subscribed to the within instrument as the attorney-in-fact of said corporation, and acknowledged to me that he subscribed the name of said corporation thereto as principal, and his own name as attorney-in-fact, and acknowledged to me that such corporation executed 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.

Charlotte M. Galland
Notary Public in and for said County and State.

My Commission expires: July 25, 1956

Notary Public in and for said County and State

6-9-55

A

ORIGINAL

Page 6 of 6

RESOLUTION NO. 4594

RESOLVED, that deed executed by _____

ANAHEIM UNION WATER COMPANY, a corporation

of date April 13, 1955 conveying to THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, for a consideration of Ten and No/100 Dollars (\$10.00), certain real property situate in the County of Orange State of California, designated by the District as Parcel No. 1001-1-3, more particularly described in said deed, be, and the same hereby is, accepted.

I HEREBY CERTIFY, that the foregoing is a full, true and correct copy of a Resolution adopted by the Board of Directors of THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, at its meeting held April 25, 1955.

A. P. Gram
Executive Secretary of
The Metropolitan Water District
of Southern California

(Seal)

RECORDED AT REQUEST OF

TITLE INSURANCE & TRUST CO.

JUN 9 1955 9:00 A.M.

OFFICIAL RECORDS
Orange County California

Clay M. Farnham
County Recorder

1955

5-9-55

A

ORIGINAL

Page 6 Pages

Page

1001-1-3

6-9-55

TRACT NO, Est 1791 "0"
74/ 13 & 14

68931

DESC: BEING a subdivision of a portion of the solidad Peralta Tract, as shown on a map of the lands of Messrs. Glassell and Chapman, recorded in Bk 1 page 23 & 24 of 124 records of Orange County, Calif

OWNER: WALTER H. LEIHERT CO
ORANGE COUNTY TITLE CO, TRUSTEE

LOTS: 1 thru 110

tab B

6-9-55

[O]

ORIGINAL

Pl lot 9

-1791

P-12

*TX serv.
6-14-55
[Signature]*

Index

68932

6-9-55

S TRACT NO. 1537 "0"
73/26

~~68332~~

DESC: A subdivision of a portion of the Teodocio
Yorba Allotment in the Rancho Santiago
De Santa Ana in the City of Tustin, Calif.

OWNER: QUALITY DEVELOPMENT CO., INC
ORANGE COUNTY TITLE CO.

LOTS: 1 thru 15

-1837 ~~A~~

ORIGINAL

X X
Pt # 14 + 16

~~g-2~~

em 1-13

TX Sew.
-17-55
[Signature]

[Signature]

339142

162724

AGREEMENT

1001-1-3

M 200 6 1000

THIS AGREEMENT made and entered into this 15th day of October, 1956, by and between ANAHEIM UNION WATER COMPANY, a corporation, (hereinafter referred to as "First Party"), and THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public corporation of the State of California, (Hereinafter referred to as "Second Party"),

W I T N E S S E T H: That

WHEREAS, by Permanent Easement dated April 13, 1955, and recorded June 9, 1955, in Book 3096, page 508, Official Records of Orange County, California, First Party conveyed unto Second Party a Permanent Easement and Right of Way, in, under, over, upon and across two parcels of land containing in the aggregate 17.51 acres, more or less, located in said Orange County, being portions of that certain parcel of second and third class land allotted to R. Rivas as shown on map attached to and made a part of the Decree of Partition of the Rancho Canon de Santa Ana rendered in Case No. 1978 of the Seventeenth Judicial District Court in and for the County of Los Angeles, California, a certified copy of which is recorded in Book 28, page 158, of Deeds, in the office of the Recorder of said County of Los Angeles; and



M DEC 6 1956

WHEREAS, by said Permanent Easement First Party conveyed to Second Party the right, during its initial pipe line construction work, to use all existing private roads within the property of First Party for ingress and egress to and from Second Party's works and, upon completion of construction of its pipe lines, the right to construct, operate and maintain a permanent access road over and upon said permanent easement area; and

WHEREAS, Second Party has now completed its initial construction work and finds it impossible to construct, operate and maintain a permanent access road, adequate for ordinary automobile travel, over a portion of said permanent easement area, due to the rough terrain; and

WHEREAS, Second Party represents to First Party that Second Party desires to continue the use of the existing private roads used during Second Party's construction period for access into its structures and works:

NOW, THEREFORE, subject to the paramount right of First Party its agents and assigns to use its private roads, First Party hereby grants to Second Party the right to use such private roads and such other private roads as may from time to time exist, to the extent reasonably necessary to provide ingress to and egress from Second Party's works; provided, however that First Party may designate the road, or roads, so to be used by Second Party; and provided further, that Second

162924

1013735 1175

M DEC 6 1966

Party shall repair, improve, and maintain such road, or roads, so used by it.

The easements and rights herein granted are personal to Second Party and shall not be assigned to or used or enjoyed by any person, partnership or corporation other than Second Party, its agents and employees.

Second Party shall install and maintain gates at all entry points to said R. Rivas allotment across said roads and Second Party shall keep said gates closed and locked at all times with locks and keys provided by First Party.

First Party reserves the right to wholly revoke this deed in the event it sells, subdivides or otherwise improves the lands traversed by said roads, or in the event any of said roads interferes with the development by First Party of said lands or any part thereof. It is agreed that determination of whether or not said roads interfere with such development shall be in the sole discretion of First Party. Recordation in the office of the County Recorder of Orange County, California, of an instrument executed solely by First Party revoking this deed shall be conclusive evidence of the revocation of this deed. EXCEPT, however, First Party agrees to notify Second Party of its intent to revoke this deed 60 days before recordation is made.

First Party further reserves the right to be exercised from time to time to relocate or abandon any of said roads.

AR 735 176

M DEC 6 1936

In consideration of this agreement, Second Party does hereby agree to indemnify and hold harmless the First Party, and each of them, of and from all damages and claims for damage to person or to property including all expenses and attorneys fees incurred in connection therewith, resulting in any way out of the exercise of any of the rights hereby given.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ANAHEIM UNION WATER COMPANY

By [Signature]
President

By [Signature]
Secretary
First Party.

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Et
Dist.
[Signature]

By [Signature]
General Manager and Chief Engineer

Second Party

ATTEST:

[Signature]
Executive Secretary

162774

RESOLUTION NO. 4910

M DEC 6 1956

WHEREAS, by Permanent Easement acquired from Anaheim Union Water Company for construction of the Santiago Lateral, the District secured the right during the initial pipe line construction work to use all existing private roads within Anaheim Union Water Company property, with the further provision that, upon completion of construction of its pipe line, the District would have the right to construct, operate and maintain a permanent access road over and upon the permanent easement area; and

WHEREAS, upon completion of its initial construction work the District found it impossible to construct an access road adequate for ordinary automobile travel over a portion of the easement area due to the rough terrain; and

WHEREAS, the District now has reached an agreement with Anaheim Union Water Company for the use of presently existing private roads, and such other private roads as may be available from time to time, to provide ingress to and from the District's works, with the provision that Anaheim Union Water Company may revoke this permission by giving 60 days notice in event it sells, subdivides or otherwise improves the lands crossed by the roads, and with the further provision that the District agrees to indemnify and save harmless Anaheim Union Water Company from damages and claims for damages resulting in any way from the use of the roads by the District; and

WHEREAS, the Agreement has been executed by Anaheim Union Water Company and has been approved as to form by the General Council;

NOW, THEREFORE, BE IT RESOLVED, that the General Manager and Chief Engineer be authorized to execute the Agreement on behalf of the District, and that the Executive Secretary be directed to attest the signature of the General Manager and Chief Engineer thereon, and to affix the corporate seal of the District thereto.

I HEREBY CERTIFY, that the foregoing is a full, true and correct copy of a Resolution adopted by the Board of Directors of THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, at its meeting held November 27, 1956.

J. L. Green
Executive Secretary of
The Metropolitan Water District
of Southern California

NOV 13 1956

162724

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

AGREEMENT

BETWEEN

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

and

ANAHAIM UNION WATER COMPANY

Dated October 15, 1956

329608

92474

BOUNDARY LINE AGREEMENT
RECIPROCAL QUITCLAIM DEEDS

JUL 15 1957

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

THIS AGREEMENT AND RECIPROCAL QUITCLAIM DEEDS made April 8th, 1957, between ⁽²⁾ESPERANZA F. CARRILLO, EUTIMIO F. CARRILLO, ELLEN ROSE REEVES, EUGENE HOMER PATE, LAURA CAREY, ROSE PATE CURTIS, formerly Rose Pate Kunze, LEONARD PATE, LUCILLE SNYDER, IRENE ROBERTSON, and ESPERANZA F. CARRILLO, as Guardian of the Estate of James Homer Pate, a minor, herein designated First Parties, and ⁽²⁾ANAHEIM UNION WATER COMPANY, a California corporation, herein designated Second Party,

W I T N E S S E T H:

In order to clear up the uncertainty in the location of the line dividing the adjoining lands of the respective parties hereto in the Rancho Cañon de Santa Ana, Orange County, California, the parties hereto now mutually agree that the following described line is the line dividing their respective lands, and First Parties do hereby remise, release and forever quitclaim to Second Party, its successors and assigns, all lands adjoining and Easterly of said line, and Second Party does hereby remise, release and forever quitclaim to Eugene Homer Pate a life estate for his life in an undivided one-fourth interest in all oil and oil rights, and to Laura Carey, Rose Pate Curtis, Leonard Pate, Lucille Snyder, Irene Robertson and James Homer Pate, in equal shares, the remainder interest in said one-fourth interest in said oil and oil rights, in, on and appurtenant to all lands adjoining and Westerly of said line, and Second Party does hereby remise, release and forever quitclaim to Esperanza F. Carrillo, Eutimio F. Carrillo and Ellen Rose Reeves, in equal shares, all the lands adjoining and Westerly of said line, subject to said one-fourth interest in said oil and oil rights.

Said line is described as follows:

cont Boundary line

Ballots

26 + 27

72474

BOOK 3973 PAGE 486

Pos. Canon de S.A.

JUL 15 1957

34/29

red

*Old Pos - 186
125*

1 Beginning at a point distant North 87° 11' 57" East
2 2569.50 feet from the 5 inch iron pipe marking the
3 "Southwest corner of Section 18, Township 3 South,
4 Range 8 West, S.B.M.", noted as a 4 inch iron pipe
5 on a map filed in Book 33, at page 19 of Record of
6 Surveys. in the office of the County Recorder of said
7 Orange County; thence South 6° 40' 31.3" East to the
8 Southern line of said Rancho.

9 This boundary line is to be prolonged or shortened to
10 terminate on the true Northerly line of said Rancho.

11 Bearings given herein are based on those given on said
12 Record of Survey Map.

13 The above described boundary line is shown on a Record
14 of Survey map filed in Book _____, page _____,
15 of Records of Survey in the Office of the County Re-
16 corder of Orange County, California.

17 This instrument is made subject to the following:

- 18 1. Rights of record of Atchison, Topeka & Santa Fe
19 Railway.
- 20 2. Rights of record of Pacific Light & Power
21 Corporation.
- 22 3. Rights of record of Orange County for road purposes.
- 23 4. Rights of record of Southern California Edison Company.
- 24 5. Rights of record of Shell Oil Company.

25 Anaheim Union Water Company hereby reserves its easement
26 for a canal, known as its Cajon Canal, having a carrying
27 capacity of not less than 50 cubic feet per second of water,
28 traversing in an Easterly and Westerly direction all of the
29 said lands of the First Parties, for the purpose of conducting
30 therein water from the Santa Ana River, together with a right
31 to use, manage, operate, repair and maintain said canal, and
32 the reasonable right to enter upon and across said lands of
First Parties for said purposes.

There is now a fence located approximately along the
above described boundary line, and it is hereby agreed between
Anaheim Union Water Company, on the one hand, and Esperanza P.
Carrillo, Eutimio F. Carrillo and Ellen Rose Reeves, on the other
hand, that either of said parties may rebuild said fence or
any part thereof along said above described boundary line, and

92474
1-7

JUL 15 1957

1 that in such event the party not so rebuilding said fence or
 2 any part thereof agrees to pay to the party building such fence
 3 or any part thereof one-half of the actual cost thereof. This
 4 obligation to pay said one-half of said cost shall exist even
 5 though one of the parties chooses to let it or their land lie
 6 without fencing. The party so building all or any part of said
 7 fence shall upon completion thereof notify in writing the other
 8 party of the exact cost and the one-half of said cost to be paid
 9 by said other party shall then be due. In the event of any
 10 partition of the lands of said individuals so that all three do
 11 not own land adjoining all of the existing fence, then the
 12 obligation above mentioned of those three individuals shall be
 13 segregated among them so that said obligation shall relate only
 14 to that part of the fence rebuilt that adjoins the respective
 15 owner.

16 With respect to this fence obligation, the parties involved
 17 hereby waive all rights under all statutes of limitations.

18 This instrument is executed by Esperanza F. Carrillo as
 19 Guardian of the Estate of James Homer Pate, a minor, pursuant
 20 to authority granted by the Superior Court of Orange County in
 21 the Matter of the Estate of James Homer Pate, a minor, Case
 22 No. A-15561 of the records of said Court.

23 WITNESS the signatures of the parties hereto, the corporate
 24 name and seal of the Anaheim Union Water Company being subscribed
 25 and affixed by its president and secretary under authority of
 26 resolution of its Board of Directors.

27 ANAHEIM UNION WATER COMPANY
 28 By W. M. McCallow Pres.
 29 By J. A. Cotton Sec.
 30 Rose Pate Curtis
 31 Leonard Pate
 32 James H. Pate
Lucille M. Snyder

Esperanza F. Carrillo
Ellen Rose Pate
Esther L. Luville
James Pate
Esperanza F. Carrillo
 As Guardian of the Estate of
 James Homer Pate, a minor.

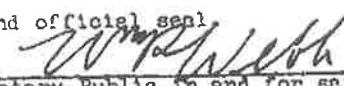
92474
1-7

BOOK 3973 PAGE 488

JUL 15 1957

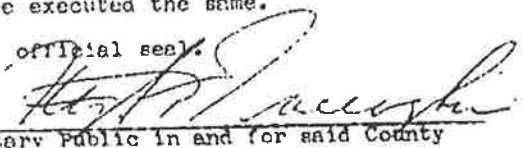
1 STATE OF CALIFORNIA)
2 COUNTY OF ORANGE) ss.

3 On this 9 day of April, 1957, before me, the under-
4 signed, a Notary Public in and for said County and State,
5 personally appeared ESPERANZA F. CARRILLO and ELLEN ROSE REEVES,
6 known to me to be the persons whose names are subscribed to the
7 foregoing instrument and acknowledged to me that they executed
8 the same.

9 WITNESS my hand and official seal
10 
11 Notary Public in and for said County
12 and State.

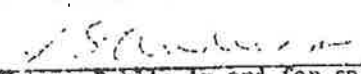
11 STATE OF CALIFORNIA)
12 COUNTY OF ORANGE) ss.

13 On this 10 day of April, 1957, before me the under-
14 signed, a Notary Public in and for said County and State,
15 personally appeared EUTIMIO F. CARRILLO, known to me to be the
16 person whose name is subscribed to the foregoing instrument and
17 acknowledged to me that he executed the same.

18 WITNESS my hand and official seal.
19 
20 Notary Public in and for said County
21 and State.

21 STATE OF CALIFORNIA)
22 COUNTY OF ORANGE) ss.

23 On this 26 day of April, 1957, before me the under-
24 signed, a Notary Public in and for said County and State,
25 personally appeared ROSE PATE CURTIS, known to me to be the
26 person whose name is subscribed to the foregoing instrument and
27 acknowledged to me that she executed the same.

28 WITNESS my hand and official seal.
29 
30 Notary Public in and for said County
31 and State.

803883 489449

92474
1-7

BOOK 3973 PAGE 489

JUL 15 1957

1 STATE OF CALIFORNIA)
2 COUNTY OF ORANGE) ss.

3 On this 10 day of June, 1957, before me, the
4 undersigned, a Notary Public in and for said County and State,
5 residing therein, duly commissioned and sworn, personally
6 appeared ESPERANZA P. CARRILLO, as Guardian of the Estate of
7 James Homer Pate, a minor, known to me to be the person
8 described in and whose name is subscribed to the within instru-
9 ment, and she acknowledged to me that she executed the same
10 as such Guardian.

11 WITNESS my hand and official seal.

12 *W. P. Hild*
13 Notary Public in and for said County
14 and State.

15 STATE OF CALIFORNIA)
16 COUNTY OF RIVERSIDE) ss.

17 On this 24th day of April, 1957, before me, the under-
18 signed, a Notary Public in and for said County and State,
19 personally appeared EUGENE HOMER PATE, known to me to be the
20 person whose name is subscribed to the within instrument and
21 acknowledged to me that he executed the same.

22 WITNESS my hand and official seal.

23 *Eugene Homer Pate*
24 Notary Public in and for said County
25 of Riverside and State.

26 STATE OF CALIFORNIA)
27 COUNTY OF LOS ANGELES) ss.

28 On this 15th day of April, 1957, before me, the under-
29 signed, a Notary Public in and for said County and State,
30 personally appeared LAURA CAREY, known to me to be the person
31 whose name is subscribed to the within instrument and acknow-
32 ledged to me that she executed the same.

33 WITNESS my hand and official seal.

34 *Laura Carey*
35 Notary Public in and for said County
36 of Los Angeles.

My Commission Expires Dec. 8, 1958.

Wells & Lee
227 California Bank
Building
Anaheim, Calif.
Phone CA 2-2117

92474
1-7

BOOK 3973 PAGE 490

JUL 15 1957

1 STATE OF CALIFORNIA)
2 COUNTY OF LOS ANGELES) ss.

3 On this 17 day of ^{May}~~April~~, 1957, before me, the under-
4 signed, a Notary Public in and for said County and State,
5 whose name is subscribed to the within instrument and acknow-
6 ledged to me that he executed the same.

6 WITNESS my hand and official seal.

7 Frances R. Brown
8 Notary Public in and for said County
9 and State.

11 STATE OF CALIFORNIA)
12 COUNTY OF LOS ANGELES) ss.

13 On this 11 day of ^{May}~~April~~, 1957, before me, the under-
14 signed, a Notary Public in and for said County and State,
15 whose name is subscribed to the within instrument and acknow-
16 ledged to me that she executed the same.

16 WITNESS my hand and official seal.

17
18 Genevieve M. Cannata
19 Notary Public in and for said County
20 and State.

Notary Public since September 11, 1956
GENE VIEVE M. CANNATA

22 STATE OF CALIFORNIA)
23 COUNTY OF LOS ANGELES) ss.

24 On this 5 day of ^{June}~~April~~, 1957, before me, the under-
25 signed, a Notary Public in and for said County and State,
26 whose name is subscribed to the within instrument and acknow-
27 ledged to me that she executed the same.

27 WITNESS my hand and official seal.

28
29 ~~Notary Public in and for said County~~
30 ~~and State.~~
31
32 Notary Public in and for said County
and State.

Webb & Lar
427 California Bank
Building
Anaheim, Calif
99 Prospect 4 2617

Notary Public since September 11, 1956

BOOK 3973 PAGE 491

JUL 15 1957

1 State of California }
2 County of Orange } ss.

3 On this 17th day of June 1957,

4 before me, Wm G. Walker, a Notary Public in and for said County
5 and State, personally appeared Wm. A. Peterson
6 known to me to be the President and I. A Peterson, the
7 Secretary of the Anaheim Union Water Company, a California
8 corporation, the Corporation that executed the within Instrument,
9 known to me to be the person who executed the within Instrument,
10 on behalf of the Corporation, therein named, and acknowledged
11 to me that such Corporation executed the within Instrument
12 pursuant to its by-laws or a resolution of its board of directors.

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

Wm. G. Walker
Notary Public in and for said
County and State

16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

RECORDED AT REQUEST OF
Wm. G. Walker
BOOK 3973 PAGE 491
JUL 15 1957
AT 11:11 AM, EAST 121st St.
OFFICIAL RECORDS OF
ORANGE COUNTY, CALIFORNIA
Wm. G. Walker
COUNTY RECORDER

7892
10/6

1170-220

7892

PERMANENT EASEMENT

1002-1-1

EL
11

ANAHEIM UNION WATER COMPANY, a corporation,

of the County of Orange, State of California, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), lawful money of the United States, to it in hand paid by THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA,
a public corporation of the State of California,

its successors and assigns, a non-exclusive Permanent Easement and Right of Way, including the right to remove any improvements, trees, shrubs and other growth thereon, unless otherwise herein provided, and at any time and from time to time, to locate, relocate, construct, reconstruct, maintain, operate, renew, enlarge, remove and replace a line or lines of pipe, together with manholes, service connections, distribution systems and other facilities including all necessary appendages, structures and equipment necessary for the transportation and distribution of water for the uses and purposes of Grantee and its assigns, in, under, over, upon and across the land situate in the County of Orange, State of California, and more particularly described as follows, to-wit:

A strip of land 100 feet wide in that certain parcel of second and third class land allotted to M.J.W. DeShorb and in that certain parcel of second and third class land allotted to R. Rivas as shown on map attached to and made a part of the Decree of Partition of the Rancho Canon de Santa Ana rendered in Case No. 1978 of the Seventeenth Judicial District Court of Los Angeles County, California, a certified copy of which is recorded in Book 28, page 158, of Deeds, in the office of the Recorder of said County of Los Angeles, said certain parcels of land being located in the County of Orange, State of California, and described as follows: 1st. M.J.W. De Shorb Allotment - Beginning at the northeast corner of the second class lands allotted to William McKee as shown on said map, being Station 1 of said McKee land and Station 2 of said Shorb land herein described; thence South 175.00 chains to Station 3; thence N 63° E 15.40 chains to Station 4; thence North 168.00 chains to Station 1; thence West 13.60 chains to the point of beginning. EXCEPT that portion thereof lying southerly of the northerly line of the land conveyed to the Atchison, Topeka and Santa Fe Railway Company by deed recorded July 28, 1910, in Book 193, page 114, of Deeds, in the office of the Recorder of said County of Orange; and 2nd. R. Rivas Allotment - Beginning at the northeast corner of the second class lands allotted to M.J.W. De Shorb, being Station 1 of said Shorb land and Station 2 of said Rivas land herein described; thence South 168.00 chains to Station 3; thence N 63° E 11.40 chains to Station 4; thence N 18° E. 12.00 chains to Station 5; thence N 50°E 20.00 chains to Station 6; thence S 84° E 1.00 chain to Station 7; thence N 142.00 chains to Station 1; thence West 28.00 chains to the point of beginning. EXCEPT that portion thereof lying southerly of the northerly lines of the combined lands conveyed to Atchison, Topeka and Santa Fe Railway Company by deed recorded July 28, 1910, in Book 193, page 114, of Deeds, in the office of the Recorder of said County of Orange, and the land conveyed to the Riverside, Santa Ana and Los Angeles Railway Company by deed recorded July 9, 1886, in Book 164, page 611, of Deeds, in the office of the Recorder of the County of Los Angeles;

JAN 21 1950

TI 239998

11/10

X

X

7882
0086

004170 1:221

said strip of land 100 feet wide, lying 50 feet, measured at right angles or radially, on each side of the following described center line:

In the following center line description all curves are tangent to the straight lines which they join:

Beginning at a point in the easterly line of said certain parcel of second and third class land allotted to R. Rivas, said easterly line being also the westerly boundary line of that real property situated in the Rancho Canon de Santa Ana, in said County of Orange, comprising 3528.20 acres, more or less, as described in the order settling final account and supplemental final account and for distribution, under the terms and provisions of the last will and testament of Susanna Bixby Bryant, deceased, a certified copy of said order being recorded in Book 1790, page 538, of Official Records, in the office of the Recorder of said County of Orange, said point being distant on said westerly boundary line N 0°25'56" W 5863.96 feet from the southerly terminus of said westerly boundary line in that certain course having a bearing of S 60°56'00" W in the northerly line of Tract No. 865 as shown on map recorded in Book 28, page 18, of Miscellaneous Maps, in the office of said Recorder of the County of Orange, said point being also on a curve concave to the north, having a radius of 500 feet, a radial line of said curve to said point having a bearing of S 13°42'14" E; thence westerly along said curve 70.80 feet; thence S 84°24'33" W 522.37 feet; thence S 62°46'18" W 87.76 feet to the beginning of a curve concave to the north and having a radius of 500 feet; thence westerly along said last mentioned curve 205.55 feet; thence S 36°19'34" W 403.70 feet to the beginning of a curve concave to the south and having a radius of 500 feet; thence westerly along said last mentioned curve 284.09 feet; thence S 53°46'18" W 223.21 feet; thence N 58°54'42" W 267.11 feet to the beginning of a curve concave to the southwest and having a radius of 500 feet; thence northwesterly along said last mentioned curve 137.47 feet; thence N 74°39'54" W 452.27 feet to the beginning of a curve concave to the south and having a radius of 500 feet; thence westerly along said last mentioned curve 108.83 feet; thence N 87°08'09" W 42.16 feet to the beginning of a curve concave to the north and having a radius of 500 feet; thence westerly along said last mentioned curve 105.03 feet; thence N 75°06'01" W 87.49 feet to the beginning of a curve concave to the south and having a radius of 500 feet; thence westerly along said last mentioned curve 376.44 feet; thence S 61°45'47" W 114.56 feet to the beginning of a curve concave to the north and having a radius of 500 feet; thence southwestwesterly along said last mentioned curve 345.74 feet; thence N 78°37'07" W 1439.65 feet; thence N 80°02'44" W 731.28 feet to the beginning of a curve concave to the north and having a radius of 500 feet; thence westerly along said last mentioned curve 110.31 feet; thence N 67°24'17" W 349.13 feet; thence N 75°56'03" W 5217.64 feet, more or less, to a point in the southerly prolongation of the east line of Section 14, T. 3 S., R. 9 W., S.B.B. & M., as said Section 14 is shown on map recorded in Book 3, page 55, of Record of Surveys, in the office of said Recorder of the County of Orange, said last mentioned point being distant S 0°41'01" W along said southerly prolongation 1827.07 feet from the southeast corner of said Section 14.

The side lines of the above-described 100-foot wide strip

004170 1:221

7892
10/6

0170 222

of land shall be prolonged or shortened so as to terminate east-
only in the easterly line of said certain parcel of land allotted
to R. Rivas and to terminate westerly in the westerly line of
said certain parcel of land allotted to M.J.W. De Shorb.

Containing 6.69 acres, more or less.

The use of the above described Permanent Easement area
shall include the right to install thereon and to operate and
maintain a permanent line or lines of poles and wires, together with
the necessary fittings and appurtenances for the transmission of
electric power, and to provide telephone communication for Grantee's
uses and purposes.

It is agreed by Grantor, its successors and assigns, that
at no point on, along or across said easement shall there be per-
mitted any fill greater than five (5) feet in depth over the sur-
face of the ground as it existed upon completion of construction
work within the easement area; and it is further agreed that the
grade of any street, lot or alley along or across Grantee's conduit
or conduits shall not be less than four (4) feet above the pipe
directly under or adjacent to such street, lot or alley.

EXCEPTING AND RESERVING unto the Grantor only such rights
as will not interfere with or prohibit the free and complete use
and enjoyment by Grantee, its successors and assigns, of the rights
or easements hereby granted; provided, however, that no buildings
or other structures of whatever nature or kind shall be placed,
erected, or maintained upon any portion of the above described
real property by Grantor, its successors or assigns. Grantor ex-
pressly reserves the right to grant and convey to other persons
easements of any kind that will not unreasonably interfere with
Grantee's easement herein provided, including, without being limited
to roadways, electric power lines, telephone lines, and other
public utilities.

Grantor further reserves the right to the use of the Per-
manent easement area for agriculture, and for construction and
maintenance of roadways, pipe lines and ditches, subject to
Grantee's right of entry for necessary operation, maintenance
and repairs of Grantee's pipe line.

Grantee shall have the right to construct manhole, air-
valve, blowoff, pumping well, stand pipe, and service connection
structures appurtenant to Grantee's pipe line, which structures
may extend above the surface of the ground.

Grantee shall have the right to use all existing private
roads within the property of Grantor for ingress and egress to
and from its works, and upon completion of construction of said
pipe lines shall have the right to construct, operate and maintain
a permanent access road over and upon the permanent easement here-
in granted. Provided, however, that Grantor, its nominees, agents
and employees and its successors in ownership of the fee title
shall have the right at all times to use such road, or roads, con-
structed by Grantee.

Grantee shall have the right to spread excess excavated
material resulting from pipe line construction, over the Permanent
Easement area to a depth of not more than one (1) foot above the
natural surface of the ground, provided, that all natural draws
shall be left open and that the surface drainage within Grantor's
property shall not be impaired.

JAN 21 1953

7892
10/6

BOOK 4170 PAGE 223

JAN 21 1958

Grantee shall also have the right to spread excess excavated material in natural draws within said Permanent Easement area, and at such locations within Grantor's property outside of said Permanent Easement area, as shall be designated by Grantor, provided that natural surface drainage shall not be impaired.

Grantee shall not be required to backfill more than five (5) feet above the pipe at places where cuts are made through hills within the property of Grantor.

TO HAVE AND TO HOLD, the property herein by these presents granted and conveyed with all and every said Easement and Right of Way unto THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, its successors and assigns, forever.

IN WITNESS WHEREOF, said Corporation has caused this instrument to be executed this 28 day of October, 1957.

APPROVED AS TO FORM
BY THE COMMISSION
FOR THE STATE OF CALIFORNIA
GENERAL COUNSEL
Donald H. Smith
ASST. GENERAL COUNSEL

ANAHEIM UNION WATER COMPANY,
BY E. M. W. Collesch President
BY A. A. Peterson Secretary

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss

On this 28 day of October, 1957, before me, William G. Waase, a Notary Public in and for said County and State, personally appeared E. M. W. Collesch, known to me to be the _____ President, and A. A. Peterson, known to me to be the _____ Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

W. G. Walker
Notary Public in and for said
County and State

G. 2

7892
10/6

RESOLUTION NO. 5099

COPIES 12

RESOLVED, that deed executed by ANAHIM UNION WATER
COMPANY
of date October 7, 1957, conveying to THE
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, for a
consideration of Ten and No/100 Dollars (\$10.00), certain
real property situate in the County of Orange,
State of California, designated by the District as Parcel
No. 1000-1-1, more particularly described in said
deed, be, and the same hereby is, accepted.

I HEREBY CERTIFY, that the foregoing is a full,
true and correct copy of a Resolution adopted by the Board
of Directors of THE METROPOLITAN WATER DISTRICT OF SOUTHERN
CALIFORNIA, at its meeting held November 12, 1957

J. L. Gram
Executive Secretary of
The Metropolitan Water District
of Southern California

(Seal)

7892
10/6

BOOK 4170 PAGE 225

CONSENT

1002-1-1 EL

JAN 21 1958

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) to it in hand paid, receipt of which is hereby acknowledged THE TEXAS COMPANY, a corporation, holder of an oil and gas lease executed by ANAHEIM UNION WATER COMPANY, a corporation and recorded May 23, 1952, in Book 2333, page 500, and an Agreement recorded August 23, 1952, in Book 2333, page 507, Official Records of Orange County California, covering the land described in the Permanent Easement to which this CONSENT is attached, does hereby approve of an join in and consent to the grant of said Easement and does hereby agree that its said rights shall remain subject to said Easement, SUBJECT, however, to the right of THE TEXAS COMPANY, its successors and assigns, to locate, relocate, construct, reconstruct, maintain, operate and remove pipe lines, for the transportation of oil, gas or water, in, under and across said Easement hereby consented to, such pipe lines to interfere as little as practicable with the rights of Grantee under said deed.

DATED this 20th day of December, 1957.

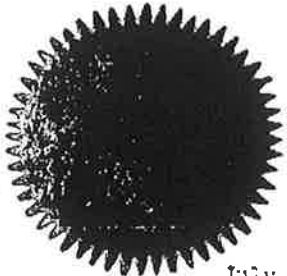
THE TEXAS COMPANY

By G. R. Couper
G. R. COUPER

By P. G. Cooke
P. G. COOKE

Done at 7/10

BOOK 4170 PAGE 226
STATE OF CALIFORNIA
County of Los Angeles



ON THIS 20th day of December, 1957 before me,
CHARLOTTE M. GALLANT, a Notary Public in and for
said County and State, residing therein, duly commissioned and sworn, personally appeared
G. R. COUPER

known to me to be the person who executed the within instrument on behalf of THE TEXAS COMPANY, a Delaware corporation, the corporation therein named, and whose name is subscribed to the within instrument as the attorney-in-fact of said corporation, and acknowledged to me that he subscribed the name of said corporation therein as principal, and his own name as attorney-in-fact, and acknowledged to me that such corporation executed the same.

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

Charlotte M. Gallant
Notary Public in and for said County and State.

July 25, 1960

My Commission Expires: _____

4181
107

5049 309

Deed
4181

PERMANENT EASEMENT 1002-1-2

JAN 12 1960

1 ANAHEIM UNION WATER COMPANY, a corporation, hereinafter referred to as Grantor,

of the County of Orange, State of California, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), lawful money of the United States, to it in hand paid by THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto

2 THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public corporation of the State of California,

its successors and assigns, a non-exclusive Permanent Easement and Right of Way, including the right to remove any improvements, trees, shrubs and other growth thereon, unless otherwise herein provided, and at any time and from time to time, to locate, relocate, construct, reconstruct, maintain, operate, renew, enlarge, remove and replace a line or lines of pipe, together with manholes, service connections, distribution systems and other facilities including all necessary appendages, structures and equipment necessary for the transportation and distribution of water for the uses and purposes of Grantee and its assigns, in, under, over, upon and across the land situate in the County of Orange, State of California, and more particularly described as follows, to-wit:

71-340310-D.H.

East West 27
A strip of land 100 feet wide in that certain portion, hereinafter described, of the second class lands allotted to Wm. McKee and Prudencio Yorba by Decree of Partition of the Rancho Canon de Santa Ana, in the County of Orange, State of California, rendered in Case No. 1978 of the Seventeenth Judicial District Court of Los Angeles County, California, a certified copy of which is recorded in Book 28, page 158, of Deeds in the office of the Recorder of said County of Los Angeles; said certain portion of said second class lands being described as follows:

Beginning at the northeast corner of said second class land allotted to Wm. McKee; thence southerly 11,550.00 feet along the easterly boundary line of said allotment to the southerly boundary of said Rancho; thence South 63° West 1231.00 feet along said southerly boundary; thence North 1°45' West 12,074.20 feet to the northerly boundary of said Rancho; thence South 88°30' East 400.00 feet along said northerly boundary to the point of beginning. EXCEPT that portion thereof lying southerly of a line which bears due East from a point in said Rancho, which point is West 142.50 feet and South 1°45' East 2640.00 feet from Station 13 of said Rancho. ALSO EXCEPT that portion lying westerly of a line described as follows: Beginning at a point North 87°11'57" East 2569.50 feet from the 5-inch iron pipe marking the southwest corner of Section 18, Township 3 South, Range 8 West, San Bernardino Meridian, as shown on a map filed in Book 37, page 33, of Record of Surveys in the office

Old Res 126

4181
107

1960 00 303

JAN 12 1960

5049 PAGE 310

of the Recorder of the County of Orange; thence South 6°40'31.3" East to the southerly line of said Rancho Canon de Santa Ana. Said line is to be lengthened or shortened to terminate northerly in the northerly line of said Rancho.

Said strip of land 100 feet wide lying 50 feet, measured at right angles or radially, on each side of the following described center line:

In the following center line description all curves are tangent to the straight lines which they join:

Beginning at a point in the easterly line of that certain parcel of second and third class land allotted to R. Rivas, as shown on map attached to and made a part of said Decree of Partition of the Rancho Canon de Santa Ana, said easterly line being also the westerly boundary line of that real property situated in the Rancho Canon de Santa Ana, in said County of Orange, comprising 3528.20 acres, more or less, as described in the order settling final account and supplemental final account and for distribution, under the terms and provisions of the last will and testament of Susanna Bixby Bryant, deceased, a certified copy of said order being recorded in Book 1790, page 538, of Official Records, in the office of the Recorder of said County of Orange, said point being distant on said westerly boundary line N 0°25'56" W 5863.96 feet from the southerly terminus of said westerly boundary line in that certain course having a bearing of S 60°56'00" W in the northerly line of Tract No. 865 as shown on map recorded in Book 28, page 18, of Miscellaneous Maps, in the office of said Recorder of the County of Orange, said point being also on a curve concave to the north, having a radius of 500 feet, a radial line of said curve to said point having a bearing of S 13°42'14" E; thence westerly along said curve 70.80 feet; thence S 84°24'33" W 522.37 feet; thence S 62°46'18" W 87.76 feet to the beginning of a curve concave to the north and having a radius of 500 feet; thence westerly along said last mentioned curve 205.55 feet; thence S 86°19'34" W 483.70 feet to the beginning of a curve concave to the south and having a radius of 500 feet; thence westerly along said last mentioned curve 284.09 feet; thence S 53°46'18" W 223.21 feet; thence N 58°54'42" W 267.11 feet to the beginning of a curve concave to the southwest and having a radius of 500 feet; thence northwesterly along said last mentioned curve 137.47 feet; thence N 74°39'54" W 452.27 feet to the beginning of a curve concave to the south and having a radius of 500 feet; thence westerly along said last mentioned curve 108.83 feet; thence N 87°08'09" W 42.16 feet to the beginning of a curve concave to the north and having a radius of 500 feet; thence westerly along said last mentioned curve 105.03 feet; thence N 75°06'01" W 87.49 feet to the beginning of a curve concave to the south and having a radius of 500 feet; thence

4181
107

T JAN 12 1900

BOOK 3049 PAGE 311

westerly along said last mentioned curve 376.44 feet; thence S 61°45'47" W 114.56 feet to the beginning of a curve concave to the north and having a radius of 500 feet; thence southwesterly along said last mentioned curve 345.74 feet; thence N 78°37'07" W 1439.65 feet; thence N 80°02'44" W 781.28 feet to the beginning of a curve concave to the north and having a radius of 500 feet; thence westerly along said last mentioned curve 110.31 feet; thence N 67°24'17" W 349.13 feet; thence N 75°56'03" W 5217.64 feet, more or less, to a point in the southerly prolongation of the east line of Section 14, T. 3 S., R. 9 W., S.B.B. & M., as said Section 14 is shown on map recorded in Book 3, page 55, of Record of Surveys, in the office of said Recorder of the County of Orange, said last mentioned point being distant S 0°41'01" W along said southerly prolongation 1827.07 feet from the southeast corner of said Section 14.

The side lines of the above-described 100-foot wide strip of land shall be prolonged or shortened so as to terminate easterly and westerly in the easterly and westerly lines, respectively, of said certain portion, described above, of the second class lands allotted to Wm. McKee and Prudencio Yorba.

The use of the above described Permanent Easement area shall include the right to install thereon and to operate and maintain a permanent line or lines of poles and wires, together with the necessary fittings and appurtenances for the transmission of electric power, and to provide telephone communication for Grantee's uses and purposes.

It is agreed by Grantor, its successors and assigns, that at no point on, along or across said easement shall there be permitted any fill greater than five (5) feet in depth over the surface of the ground as it existed upon completion of construction work within the easement area; and it is further agreed that the grade of any street, lot or alley along or across Grantee's conduit or conduits shall not be less than four (4) feet above the pipe directly under or adjacent to such street, lot or alley.

EXCEPTING AND RESERVING unto the Grantor only such rights as will not interfere with or prohibit the free and complete use and enjoyment by Grantee, its successors and assigns, of the rights or easements hereby granted; provided, however, that no buildings or other structures of whatever nature or kind shall be placed, erected, or maintained upon any portion of the above described real property by Grantor, its successors or assigns. Grantor expressly reserves the right to grant and convey to other persons easements of any kind that will not unreasonably interfere with Grantee's easement herein provided, including, without being limited to roadways, electric power lines, telephone lines, and other public utilities.

Grantor further reserves the right to the use of the Permanent easement area for agriculture, and for construction and maintenance of roadways; pipe lines and ditches,

4181
107

2040 24 311

JAN 12 1960

5049 PAGE 312

subject to Grantee's right of entry for necessary operation, maintenance and repairs of Grantee's pipe line.

Grantee shall have the right to construct manhole, air-valve, blowoff, pumping well, stand pipe, and service connection structures appurtenant to Grantee's pipe line, which structures may extend above the surface of the ground.

Grantee shall have the right to use all existing private roads within the property of Grantor for ingress and egress to and from its works, and upon completion of construction of said pipe lines shall have the right to construct, operate and maintain a permanent access road over and upon the permanent easement herein granted. Provided, however, that Grantor, its nominees, agents and employees and its successors in ownership of the fee title shall have the right at all times to use such road, or roads, constructed by Grantee.

Grantee shall have the right to spread excess excavated material resulting from pipe line construction, over the Permanent Easement area to a depth of not more than one (1) foot above the natural surface of the ground, provided, that all natural draws shall be left open and that the surface drainage within Grantor's property shall not be impaired.

Grantee shall also have the right to spread excess excavated material in natural draws within said Permanent Easement area, and at such locations within Grantor's property outside of said Permanent Easement area, as shall be designated by Grantor, provided that natural surface drainage shall not be impaired.

Grantee shall not be required to backfill more than five (5) feet above the pipe at places where cuts are made through hills within the property of Grantor.

TO HAVE AND TO HOLD, the property herein by these presents granted and conveyed with all and every said Easement and Right of Way unto THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, its successors and assigns, forever.

IN WITNESS WHEREOF, said Corporation has caused this instrument to be executed this 16th day of November, 1959.

ANAHEIM UNION WATER COMPANY

By G.M. McCallum President

By J. Peterson Secretary

20

4181
107

NOTARY PUBLIC

BOOK 5049 PAGE 313

JAN 12 1960

STATE OF CALIFORNIA)
COUNTY OF ORANGE) 59

On this 16th day of November, 1959,
before me, Lloyd M. Archer, a Notary Public
in and for said County and State, personally appeared
C. M. McCallister, known to me to be the
President, and L. A. Perceval,
known to me to be the Secretary of the corporation
that executed the within instrument, and known to me to be
the persons who executed the within instrument on behalf of
the corporation therein named, and acknowledged to me that
such corporation executed the same.

WITNESS my hand and official seal the day and
year in this certificate first above written.

My Commission Expires July 13, 1962

Lloyd M. Archer

Notary Public in and for said
County and State

4181
107

2010 03 21 3

JAN 12 1960

5049 **FORM 314**
Form 31-12 (Rev.)

RESOLUTION NO. 5611

RESOLVED, that deed executed by _____
AMARIN UNION WATER COMPANY
of date November 16, 1959, conveying to THE
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, for a
consideration of Ten and No/100 Dollars (\$10.00), certain
real property situate in the County of Orange,
State of California, designated by the District as Parcel
No. 1002-1-2, more particularly described in
said deed, be, and the same hereby is, accepted.

I HEREBY CERTIFY, that the foregoing is a full,
true and correct copy of a Resolution adopted by the Board
of Directors of THE METROPOLITAN WATER DISTRICT OF SOUTHERN
CALIFORNIA, at its meeting held December 8, 1959.

A. L. Gram
Executive Secretary of
The Metropolitan Water District
of Southern California.

(Seal)

4181
107

JAN 12 1960

5049 REC 315

CONSENT

1002-1-2

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), to it in hand paid, receipt of which is hereby acknowledged WESTERN PETROLEUM COMPANY, a corporation, holder of oil and gas lease executed by ANAHEIM UNION WATER COMPANY, a corporation, and recorded December 26, 1958, in Book 4528, page 389, and in Book 4529, page 450, Official Records of Orange County, California, covering the land described in the Permanent Easement to which this Consent is attached, does hereby approve of and join in and consent to the grant of said Easement and does hereby agree that its said rights shall remain subject to said Easement, SUBJECT, however, to the right of the WESTERN PETROLEUM COMPANY, its successors and assigns, to locate, relocate, construct, reconstruct, maintain, operate and remove pipe lines, for the transportation of oil, gas or water, in, under and across said Easement hereby consented to, such pipe lines to interfere as little as practicable with the rights of Grantee under said deed.

DATED this 8th day of December, 1959.

WESTERN PETROLEUM COMPANY

By Thomas F. Pauson PRESIDENT

By A. M. Smith SECRETARY

STATE OF CALIFORNIA,
City & County of San Francisco

On this 8th day of December in the year one thousand nine hundred and fifty-nine before me, Grace Kase, a Notary Public in and for the City & County of San Francisco

State of California, duly commissioned and sworn, personally appeared THOMAS F. PAUSON and A. M. SMITH known to me to be the President and Secretary of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City & County of San Francisco the day and year in this certificate first above written

Grace Kase
Notary Public in and for the City & County of San Francisco State of California
My Commission Expires March 29, 1960

Notary's Form No. 2B - (Acknowledgment - Corporation)
(C.C. Secs. 1190-1190.1) 6402

5049 REC 309

RECORDED AT REQUEST OF
TITLE INS. & TRUST CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.

9 AM JAN 12 1960

RUGY McFARLAND, County Recorder

FREE

W

RECORDING REQUESTED BY

9841

9140 PG 234

SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY

P.O. BOX 331
LOS ANGELES, CALIF. 90011

\$4.40

RECORDED IN OFFICE OF
RECORDER OF DEEDS OF
ORANGE COUNTY CALIF.
ON NOV 18 1969
J. W. L. COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PROPERTY NUMBER 1047350
CALCULATED ON FULL VALUE IF PROPERTY IMPROVED
BY OWNER OR ON FULL VALUE LESS DEED AND
RECORDING FEES DEDUCTIBLE AT TIME OF SALE
GRANT OF EASEMENT

GRANT OF EASEMENT

Location: unincorporated
area

ANAHEIM UNION WATER COMPANY, a corporation, organized under the laws of the State of California, hereinafter called "Grantor", hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter called "Grantee", an easement and right of way to construct, use, maintain, alter, add to, enlarge, repair, replace, inspect, and/or remove, at any time and from time to time, electric lines, consisting of wood and/or metal poles, guy wires and anchors, cross-arms, wires and other fixtures and appliances, and communication circuits with necessary appurtenances, both overhead and underground, for conveying electric energy to be used for light, heat, power, telephone and/or other purposes, in, under, on, over, along and across that certain real property in the County of Orange, State of California, described as follows:

PARCEL A:

That portion of the Rancho Canon de Santa Ana, lying within a portion of second and third class lands allotted to R. G. de la Riva by Decree of Partition rendered February 3, 1874, in the District Court of the State of California, in and for the County of Los Angeles, in Case No. 1978, and shown on a map filed in said Case, a certified copy of which Decree was recorded February 6, 1874, in Book 28, page 158 of Deeds, records of Los Angeles County, described as follows:

Beginning at the intersection of the Easterly line of that certain right of way granted by the Anaheim Union Water Company to Southern California Edison Company, recorded March 3, 1952 in Book 2296, page 88 of Official Records, in the office of the County Recorder of said County, with the Northwest-erly line of Esperanza Road 60.00 feet wide, as said road was granted to the County of Orange, by that certain deed recorded January 24, 1934 in Book 656, page 30 of said Official Records; thence Northerly along the Easterly line of said Southern California Edison Company right of way referred to above a distance of 84.00 feet; thence, Easterly, at right angles to said Easterly line, 25.00 feet to a point in a line that is parallel with and 25.00 feet Easterly, measured at right angles, from said Easterly line; thence Southerly, along said parallel line,

DOCUMENTARY TAX = 00.55
NOV 18 1969
ORANGE COUNTY

BK 9140 PG 234

1047350 (1047350)

Grant of Easement
Ansheim Union Water Company, a corp., to
Southern California Edison Company, a corp.
Serial No. 39736A

209140 1235

52.00 feet to a point in said Northwesterly line of Esperanza Road; thence Southwesterly, along said Northwesterly line, to the point of beginning.

The Grantor also grants to the Grantee, its successors or assigns, the right to construct, use, maintain, alter, add to, repair, replace, inspect, and/or remove, guy wires and anchors, together with the necessary appurtenances connected therewith, in, on and over and across a strip of land, 2.00 feet wide, described as follows:

PARCEL B:

Beginning at the intersection of the Easterly line of that certain right of way granted by the Ansheim Union Water Company to Southern California Edison Company, recorded March 3, 1957 in Book 2296, page 88 of Official Records, in the office of the County Recorder of said County, with the Northwesterly line of Esperanza Road 60.00 feet wide as said road was granted to the County of Orange, by that certain deed recorded January 24, 1934 in Book 656, page 50 of said Official Records; thence Northeast-erly along the Northwesterly line of said Esperanza Road as hereinabove referred to, a distance of 82.00 feet; thence Northwesterly, at right angles to said Northwesterly line, 2.00 feet to a point in a line that is parallel with and 2.00 feet Northwesterly, measured at right angles, from said Northwesterly line; thence Southwesterly, along said parallel line, to a point in said Easterly line of the right of way of Southern California Edison Company; thence South-erly, along said Easterly line, to the point of begin-ning.

EXCEPTING THEREFROM that portion of said strip of land, 2.00 feet wide, lying within the herein-
above described PARCEL A.

The Grantee agrees, by the acceptance of this instrument, that in the event said electric lines, guy wires or anchors, shall interfere with any future building or structure which may be erected on the real property of the Grantor, then the Grantee will, at its own expense, one time and one time only, within sixty (60) days after the receipt from the Grantors of a written notice so to do, relocate said electric lines, guy wires or anchors, or a portion thereof, in a feasible location on the real property of the Grant-ors, and so on to conform to the proposed development of such prop-erty, in a manner consistent with the location of said electric lines, guy wires or anchors, on the adjoining lands, provided said Grantors shall first furnish the Grantee with a good and sufficient permanent Grant of Easement in form satisfactory to the Grantee, for such electric lines, guy wires or anchors, in such new location, it being understood and agreed that such electric lines, guy wires or anchors shall not thereafter be subject to any further relocation.

Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents and employees, the right of free access to said electric lines, guy wires or anchors and every part thereof, at all times, for the purpose of exercising the rights herein granted, and the right to clear and to keep clear all of the above described real property, free from explosives,

Grant of Easement
Anaheim Union Water Company, a corp., to
Southern California Edison Company, a corp.
Serial No. 39736A

9140 236

buildings, equipment, brush, combustible material and any and all other obstructions of any kind, and the right to trim or remove any tree or shrub which, in the opinion of Grantee, may endanger said electric lines, guy wires or anchors, or any part thereof, or interfere with the exercise of the rights herein granted.

Dated April 15, 1969

ANAHEIM UNION WATER COMPANY

By Clarence W. McCallister
V.P. President

By A. D. Peterson
Secretary

STATE OF CALIFORNIA

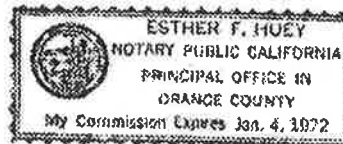
COUNTY OF ORANGE

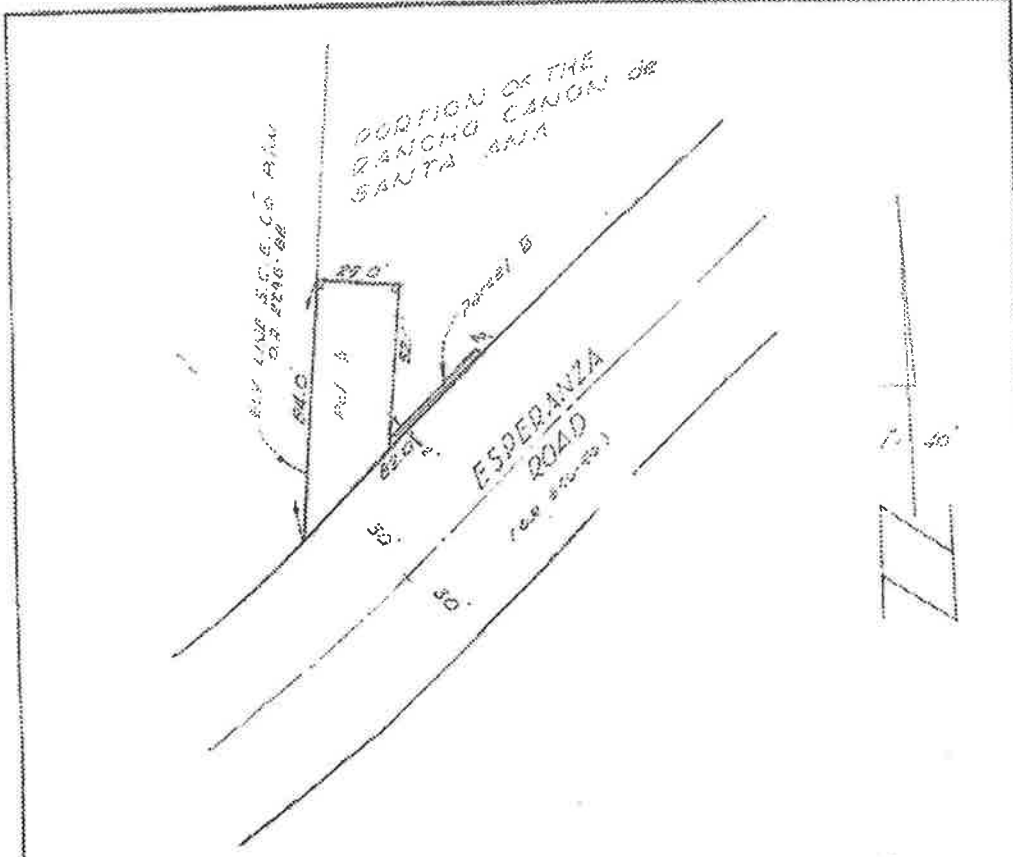
ss.



On this 15th day of April, 1969, before me, a Notary Public in and for said State, personally appeared Clarence W. McCallister, known to me to be the V.P. President, and A. D. Peterson, known to me to be the Secretary of Anaheim Union Water Company, the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the said corporation and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Esther F. Huey





-  Property of Anaheim Union Water Company
-  Location of S.C.E. Co. Easement

10 2984 M 2 23-94
 Villa Park-Torba Linda Canyon 66 K
 Map showing location of proposed
 S.C.E. Co. Easement over lands of
 Anaheim Union Water Company
 SOUTHERN CALIFORNIA EDISON CO.

BER. 59756 A

... to said Easterly line, 25.00 feet to a point
 in a line that is parallel with and 25.00 feet East-
 erly, measured at right angles, from said Easterly
 line; thence Southerly, along said parallel line,

RECORDING REQUESTED BY

BK 13440 PG 695

Southern California Edison Company

26311

RECORDED AT REQUEST OF
FIRST AMER. TITLE INS. CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIFORNIA
8:00 AM DEC 20 1979
LEE A. BRANCH, County Recorder

WHEN RECORDED MAIL TO

Southern California Edison Company

P.O. BOX 310
LONG BEACH, CA 90801

ATTN: RW & LAND DEPT. - ESCROW

HN# 351-041-02

SPACE ABOVE THIS LINE FOR COUNTY RECORDER'S USE

GRANT OF EASEMENT
(CORPORATION)

DOCUMENTARY TRANSFER TAX \$ 11.55
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED.
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE.
SIGNATURE OF GRANTEE OR AGENT DETERMINING TAX: ED M. NAME
SO. CALIF. EDISON CO.

LOCATION: unincorporated Area

PACIFIC AMERICAN PROPERTIES, INC., a corporation.

MT 12485-77-7 JV
4-4-79
VHS 259 2A
IN BAY
RING 2440

hereinafter called "Grantor" for a valuable consideration, paid by SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys unto said SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter called "Grantee", all those certain permanent and exclusive easements and rights of way to construct, operate, use, maintain, inspect, repair, renew, replace, reconstruct, enlarge, alter, add to, improve, relocate and remove, at any time and from time to time, electric lines, consisting of one or more lines of metal towers, poles and other structures, wires, cables, including ground wires and communication circuits, both overhead and underground, with necessary and convenient foundations, conduits, pullboxes, run wires and anchors, insulators and crossarms placed on said structures, and other fixtures, appliances and appurtenances connected therewith, necessary or convenient for the construction, operation, regulation, control, grounding and maintenance of electric lines and communication circuits, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication, and other purposes, together with the easement and right of way for roads, ingress, egress and other convenient purposes needed or desired at any time and from time to time by Grantee; and the right to clear and to keep clear said easements and rights of way and the real property affected thereby, free from explosives, buildings, structures, equipment, trees, vines, brush, combustible materials and any and all other obstructions of any kind, including, but not in any way in limitation of the generality of the foregoing, swimming pools and appurtenances, fences (other than farm, grazing or pasture fences), and the parking of automobiles, trucks or other mechanical equipment, for protection from fire and other hazards and from interference with ingress and egress and with the unobstructed use of said easements and rights of way and every part thereof, and for any and all purposes herein mentioned, in, under, on, over, along and across a strip of land, hereinafter described and referred to as right of way strip, lying within that certain real property of the Grantor, situated in the County of Orange, State of California; described as follows:

Parcel 2 of Parcel Map filed in Book 121, pages 16 and 17 of Parcel Maps, in the office of the County Recorder of said County.

Said right of way strip is described as follows:

A strip of land, thirty (30) feet wide, lying within said Parcel 2, the Westerly line of said strip of land, thirty (30) feet wide, is coincident with the Easterly line of that certain real property described in that certain right of way easement granted to Southern California Edison Company, a corporation, dated December 17, 1951 and recorded March 3, 1952 in Book 1236, page 88 of Official Records in said office of the County Recorder.

The Easterly side line of said strip of land, thirty (30) feet wide, shall be shortened so as to terminate in the Easterly and Southerly boundary lines of said Parcel 2.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantee shall have the right to construct roads, use existing roads and make such additions thereto, on lands of Grantor within and adjoining said right of way strip as shall be necessary or convenient to Grantee's access to and use of said right of way strip, or any extension of said right of way strip, on the lands of others, and the right to use all necessary and convenient means of ingress to and egress from said right of way strip, or said extension thereof, from the public highway most convenient thereto, for the uses and purposes and the exercising of the rights herein granted. In the event alternate public roads are constructed which, in the opinion of Grantee, will provide Grantee with access to said right of way strip, or said extension thereof, as convenient and adequate as that which Grantee may then be using, Grantee agrees to quit-claim any such portion or portions of the access roads no longer required hereunder as may be determined by Grantee.

Grantor reserves for Grantor and Grantor's successors and assigns, across (but not longitudinally along) said right of way strip, rights for (1) underground water pipelines, (2) farm, grazing or pasture fences, and (3) roads, provided, however, that the exercise of such rights does not interfere with or endanger, in the opinion of Grantee, the operation or maintenance of the electric lines and communication circuits of Grantee, or Grantee's ready access to its said electric lines and communication circuits, or the exercise of any of the rights herein granted to Grantee. In addition to said reserved rights for water pipelines, farm fences and roads, Grantor and Grantor's heirs and assigns shall have only the additional right to cultivate the land within said right of way strip for any and all field or orchard crops which may be grown thereon or to use such land for grazing and pasturage, provided such uses shall not interfere with the rights herein granted to Grantee, its successors and assigns. Grantor expressly agrees that Grantee, its successors, assigns and agents, shall not be liable for damage to, or removal of trees and vines, including loss of production, both present and future, where such damage, removal and loss occurs as a result of the exercise of the rights granted herein. Grantor expressly agrees for Grantor and Grantor's heirs and assigns, that said right of way strip will never be used for cemetery purposes.

Where said right of way strip is under cultivation, said underground cables, wires and conduits shall be laid so that the tops thereof shall be at least 36 inches below the surface of the ground.

Grantee shall have the right to install and use gates in any and all fences which are now or may hereafter be constructed on said lands of Grantor, for the purpose of permitting at all times convenient entry to and along said right of way strip. Any gates which are installed by Grantee on said lands, shall be locked with Grantee's locks, and also, if Grantor so desires, may be locked with Grantor's locks, in such a manner that either can lock or unlock the gates. Any gates which are installed and locked by Grantor and used by Grantee shall be locked also by Grantee's locks so that either can lock or unlock the gates.

Grantee shall have the right to make such surface cuts within said right of way strip as may be necessary to maintain the clearance between the wires and cables and the surface of the ground that may be required by the orders of the Public Utilities Commission of the State of California, or other governmental body having jurisdiction thereof, or that may be necessary for the economical construction, maintenance or operation of said electric lines, communication circuits and appurtenances.

In addition to the right of the Grantee to remove trees from said right of way strip, the Grantee shall also have the right to trim or top and to keep trimmed or topped any and all trees on the lands of Grantor within said right of way strip, and any and all trees on the lands of the Grantor adjacent to said right of way strip for a distance of 25 feet from the exterior lines of said right of way strip, to such heights as in the judgment of Grantee, its successors or assigns, shall be reasonably necessary for the proper construction, operation and maintenance of said electric lines and communication circuits, but at no point outside of said right of way strip to a height of less than 50 feet.

Grantor or Grantor's heirs or assigns, shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on said right of way strip or so near thereto as to constitute, in the opinion of Grantee, its successors or assigns, a menace or danger to said electric lines and communication circuits or which may in the opinion of Grantee, interfere with Grantee's ready access to said electric lines and communication circuits.

It is understood and agreed that the grant of this easement does not convey to Grantee any right, title or interest in or to any oil, gas, petroleum or other mineral or hydrocarbon substances within the limits of the said right of way strip or otherwise, but that Grantor and Grantor's heirs and assigns, in prospecting for or developing oil, gas, petroleum or other mineral or hydrocarbon substances will do so from adjacent land and in such a manner as will not endanger or interfere with the structures and facilities erected and installed by Grantee, or with the operation or maintenance of the electric lines and communication circuits of Grantee, and will not construct, place or maintain, or permit to be constructed, placed or maintained, any oil or mud sump, derrick, drilling rig, oil storage tank or other structure of any kind whatsoever, on any portion of said right of way strip.

understand and agreed that no other easement or easements shall be granted on, under or over said right of way strip by Grantor to any person, firm or corporation without the previous written consent of Grantee.

The terms, covenants and conditions of this Grant or Easement shall bind and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee.

EXECUTED this 6th day of November, 1979

PACIFIC AMERICAN PROPERTIES, INC.

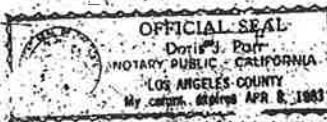
By [Signature] President

By [Signature] Secretary

STATE OF CALIFORNIA
COUNTY OF Los Angeles

On November 6, 1979 before me, a Notary Public in and for said State, personally appeared Bernard C. Booth known to me to be President, and W. E. Vinsky known to me to be Secretary, of Pacific American Properties, Inc., the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.

[Signature]



RECORDING REQUESTED BY
AND MAIL TO:
YORBA LINDA WATER DISTRICT
P. O. BOX 309, YORBA LINDA, CA 92686

87-662425

J-8636

EXEMPT
CS

This is to certify that this DEED OF EASEMENT
is a record for recording under the provisions
of Gov. Code Sec. 6103 by the Yorba Linda
Water District in performance of an official
service thereon.

William P. Newman
Secretary

DEED OF EASEMENT.

DAVID H. MURDOCK, individually, doing business as Murdock Investment Company, Owner of the hereinafter described strip of land in Orange County, California, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant to YORBA LINDA WATER DISTRICT, a public corporation, and its successors, a perpetual non-exclusive easement in, on, over and across said strip of land to install, construct, inspect, maintain, repair, improve, remove, replace and reconstruct a water main system consisting of an underground twelve-inch (12") diameter pipeline with incidental appurtenances and connections in and on said land and to use said water main system for distribution of water for purposes of irrigation and domestic use; together with reasonable rights of entry to said strip of land for the exercise of the rights herein granted.

Said strip of land is described as follows:

THAT PORTION OF PARCEL 2 IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 121, PAGES 16 and 17 OF PARCEL MAPS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY AND ALSO LYING WITHIN AN EASEMENT TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA AS RECORDED IN BOOK 4170, PAGE 220 AND IN BOOK 5049, PAGES 309 THROUGH 315 INCLUSIVE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 15.00 FEET IN WIDTH LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL 2; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL 2 NORTH 05°32'30" WEST 20.28 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 470.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 14°54'12" WEST, SAID CURVE BEING CONCENTRIC WITH AND 20.00 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID PARCEL 2, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY LINE, EASTERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 30°37'26" AN ARC DISTANCE OF 251.21 FEET; THENCE CONTINUING EASTERLY ALONG A LINE PARALLEL TO, AND 20.00 FEET NORTHERLY OF, MEASURED AT RIGHT ANGLES, SAID SOUTHERLY LINE SOUTH 74°16'46" EAST, 86.85 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 530.00 FEET, SAID CURVE BEING CONCENTRIC WITH, AND 20.00 FEET NORTHERLY OF, SAID SOUTHERLY LINE; THENCE CONTINUING EASTERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 02°16'14" AN ARC DISTANCE OF 21.00 FEET; THENCE DEPARTING SAID LAST MENTIONED CONCENTRIC CURVE SOUTH 31°38'26" EAST, 27.83 FEET TO A POINT ON SAID SOUTHERLY LINE OF PARCEL 2, SAID POINT BEING ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 550.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 11°23'47" WEST.

THE SIDELINES OF SAID STRIP OF LAND 15.00 FEET IN WIDTH SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE WESTERLY IN SAID WESTERLY LINE OF SAID PARCEL 2, AND TO TERMINATE SOUTHEASTERLY IN SAID SOUTHERLY LINE OF SAID PARCEL 2.

AS MORE PARTICULARLY SHOWN ON A MAP DESIGNATED AS EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

This Easement is subject and subordinate to the prior and paramount rights of Metropolitan Water District of Southern California, a public corporation of the State of California, as granted by that certain non-exclusive permanent easement and right of way dated October 7, 1957, and recorded in Book 4170, Page 220 in the Office of the County Recorder of Orange County, California and any supplements thereto.

87-662425

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY CALIFORNIA
-4 00 PM NOV 25 '87
Sheila Branch COUNTY RECORDER

WITNESS (my) four hands the following our signatures below: (If a corporation, the corporate seal shall be affixed near the signatures of the duly authorized officers) (ALL SIGNATURES SHALL BE NOTARIZED)

By [Signature]

Date September 29, 1987

By _____

Date _____

GENERAL ACKNOWLEDGMENT

NO. 201

State of CALIFORNIA }
County of LOS ANGELES } ss.

On this the 29th day of SEPTEMBER, 1987, before me,

CHERYL L. SMITH

the undersigned Notary Public, personally appeared

DAVID H. MURDOCK

personally known to me

proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the

within instrument, and acknowledged that HE executed it.

WITNESS my hand and official seal.



Cheryl L. Smith
Notary's Signature

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, CA 91364

7110 122

By _____ Date _____
By _____ Date _____
By _____ Date _____
By _____ Date _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Deed or Grant, dated SEPT. 29, 1987, from

DAVID H. MURDOCK to Yorba Linda Water District, a public corporation

and/or governmental agency is hereby accepted by order of the Board of Directors on SEPT 25, 1987 and the grantee consents to recordation thereof by its duly authorized officer.

DATED 11/20/87

BY William P. Northman
GENERAL MANAGER

EXHIBIT "A"

87-662425

PARCEL 2 (P.M. 121/16-17)

C.L. METROPOLITAN WATER DISTRICT EASEMENT PER BK. 5049/P6S. 309-3015, O.R.

SOUTHWEST CORNER OF PARCEL 2 OF P.M. 121/1-17

N 14° 54' 12" W (R)

R.S.

37/33

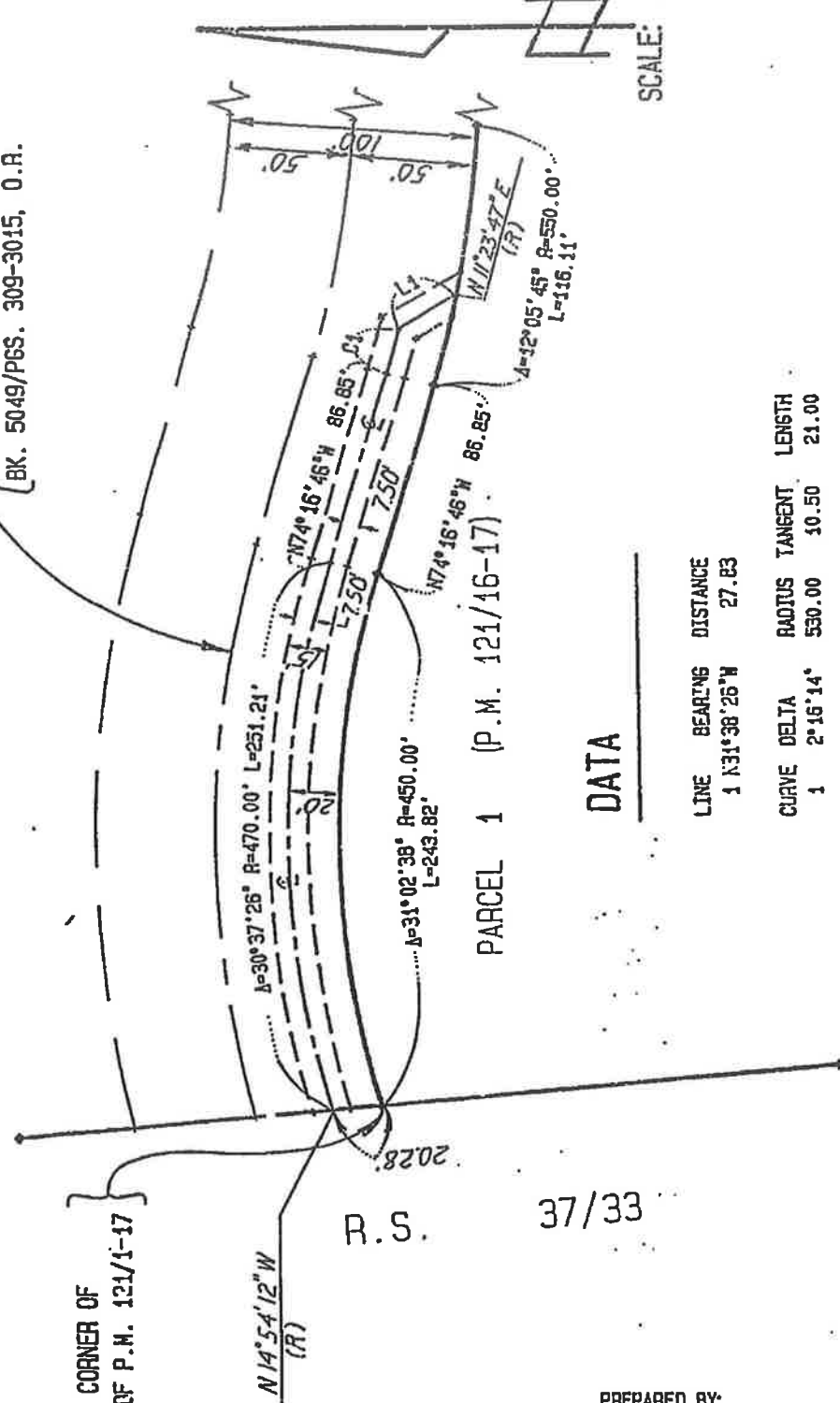
PARCEL 1 (P.M. 121/16-17)

DATA

LINE BEARING DISTANCE
1 N 31° 38' 26" W 27.83

CURVE DELTA RADIUS TANGENT LENGTH
1 2° 15' 14" 530.00 10.50 21.00

SCALE: 1" = 60'



PREPARED BY:
THE MC INTIRE GROUP
1-9-86.
SHEET 1 OF 1

1/3

41

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Lëila Rachlin, Esq.
White & Case LLP
1155 Avenue of the Americas
New York, New York 10036
1111788-0111

Recorded in Official Records, Orange County

Tom Daly, Clerk-Recorder



147.00

2009000328239 08:00am 06/23/09

120 49 D11 A34 A36 U08 41

0.00 0.00 0.00 0.00 120.00 0.00 0.00 0.00

INSTRUCTIONS TO COUNTY RECORDER:

- Index this document as
- (1) a deed of trust and
- (2) a fixture filing

Assessor's Parcel Nos.:

351-031-06	351-783-04
351-751-01	351-791-14
351-772-02	

Space Above This Line For Recorder's Use Only

CASTLE & COOKE YORBA LINDA, LLC,
a California limited liability company,
Trustor

in favor of

CHICAGO TITLE COMPANY,
a California Corporation,
Trustee

for the benefit of

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as administrative agent and collateral agent,
Beneficiary
DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING

Dated as of June 22, 2009

This instrument affects
certain real and personal property
located in Orange County
the State of California

910075727-859

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I. COVENANTS AND AGREEMENTS OF TRUSTOR	5
SECTION 1.1 Payment, Performance of, and Compliance with Obligations	5
SECTION 1.2 Title to Collateral, etc.	5
SECTION 1.3 Title Insurance.	6
Section 1.3.1 <u>Title Insurance Policy</u>	6
Section 1.3.2 <u>Title Insurance Proceeds</u>	6
SECTION 1.4 Recordation	6
SECTION 1.5 Payment of Impositions, etc.	6
SECTION 1.6 Insurance Requirements	7
SECTION 1.7 Security Interests, etc.	7
SECTION 1.8 Permitted Contests	7
SECTION 1.9 Leases	8
SECTION 1.10 Compliance with Instruments	8
SECTION 1.11 Maintenance and Repair, etc.	8
SECTION 1.12 Alterations, Additions, etc.	9
SECTION 1.13 Acquired Property Subject to Lien	9
SECTION 1.14 Assignment of Leases, Proceeds, etc.	9
SECTION 1.15 No Claims Against Beneficiary	10
SECTION 1.16 Indemnification	10
SECTION 1.17 No Credit for Payment of Taxes	11
SECTION 1.18 Environmental Matters	12
SECTION 1.19 No Transfer of the Property	12
SECTION 1.20 Representations and Warranties of Trustor	12
Section 1.20.1 <u>Utilities and Public Access</u>	12
Section 1.20.2 <u>Separate Lots</u>	12
Section 1.20.3 <u>Assessments</u>	12
Section 1.20.4 <u>Use of Property; Licenses</u>	12
Section 1.20.5 <u>Flood Zone</u>	13
Section 1.20.6 <u>Physical Condition</u>	13
Section 1.20.7 <u>Encroachments</u>	13
Section 1.20.8 <u>Filing and Recording Taxes</u>	13
Section 1.20.9 <u>Legal Requirements</u>	13
ARTICLE II. INSURANCE	14
SECTION 2.1 Insurance.	14
Section 2.1.1 <u>Risks to be Insured</u>	14
Section 2.1.2 <u>Policy Provisions</u>	15
Section 2.1.3 <u>Delivery of Policies, etc.</u>	16
Section 2.1.4 <u>Separate Insurance</u>	16
Section 2.1.5 <u>Blanket Policies</u>	17
ARTICLE III. EVENTS OF DEFAULT; REMEDIES, ETC.	17
SECTION 3.1 Events of Default; Acceleration	17

SECTION 3.2	Legal Proceedings; Foreclosure	17
SECTION 3.3	Power of Sale	18
SECTION 3.4	Uniform Commercial Code Remedies	18
SECTION 3.5	Foreclosure By Power of Sale.....	18
Section 3.5.1.	.....	18
Section 3.5.2	.....	18
Section 3.5.3	.....	18
Section 3.5.4	.....	19
SECTION 3.6	Purchase of Collateral by Beneficiary	19
SECTION 3.7	Receipt a Sufficient Discharge to Purchaser.....	19
SECTION 3.8	Waiver of Appraisalment, Valuation, Marshaling, etc.	19
SECTION 3.9	Sale a Bar Against Trustor	19
SECTION 3.10	Performance of the Obligations Due on Sale.....	19
SECTION 3.11	Application of Proceeds of Sale and Other Moneys	19
SECTION 3.12	Appointment of Receiver	20
SECTION 3.13	Possession, Management and Income.....	20
SECTION 3.14	Right of Beneficiary to Perform Trustor's Covenants, etc.	20
SECTION 3.15	Subrogation	21
SECTION 3.16	Remedies, etc., Cumulative	21
SECTION 3.17	Provisions Subject to Applicable Law	21
SECTION 3.18	No Waiver, etc	21
SECTION 3.19	Compromise of Actions, etc.	22
ARTICLE IV. DEFINITIONS.....		22
SECTION 4.1	General.....	22
SECTION 4.2	Specific Defined Terms	22
SECTION 4.3	Use of Defined Terms	23
ARTICLE V. MISCELLANEOUS		23
SECTION 5.1	Further Assurances; Financing Statements.....	23
Section 5.1.1	Further Assurances	23
Section 5.1.2	Financing Statements	24
SECTION 5.2	Additional Security	24
SECTION 5.3	Reconveyance by Trustee	24
SECTION 5.4	Notices, etc.....	24
SECTION 5.5	Waivers, Amendments, etc.	24
SECTION 5.6	Headings	25
SECTION 5.7	Section References; Other Conventions	25
SECTION 5.8	Currency	25
SECTION 5.9	Governing Law	25
SECTION 5.10	Successors and Assigns, etc.....	25
SECTION 5.11	Waiver of Jury Trial; Submission to Jurisdiction.	25
SECTION 5.12	Severability	26
SECTION 5.13	Loan Document.....	26
SECTION 5.14	Usury Savings Clause	26
SECTION 5.15	Conflict with Other Loan Documents.....	26
SECTION 5.16	Beneficiary's Agreement.....	27
SECTION 5.17	Multi-site Real Estate Transaction.....	27

SECTION 5.18	Trust Irrevocable; No Offset.....	27
SECTION 5.19	Appointment of Successor Trustee.	27
SECTION 5.20	Execution of Instruments by Trustee	28
SECTION 5.21	Acceptance by Trustee.....	28
ARTICLE VI. STATE-SPECIFIC PROVISIONS.....		28
SECTION 6.1	Beneficiary Statements.	28
SECTION 6.2	Fixture Filing	28
SECTION 6.3	Applicability of Certain Environmental Statutes.....	28
ARTICLE VII. RELEASE PARCEL.		29
SECTION 7.1	Release.	29
Section 7.1.1	.....	29
Section 7.1.2	.....	30
Section 7.1.3	.....	31
Section 7.1.4	.....	31
Section 7.1.5	.....	31
SECTION 7.2	Applicability of Article	32

EXHIBITS

Exhibit A – Legal Description

DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FINANCING STATEMENT

NOTICE: THE OBLIGATIONS SECURED HEREBY PROVIDE FOR PERIODIC INCREASES AND/OR DECREASES IN THE APPLICABLE INTEREST RATE AND ACCRUAL OF INTEREST WHICH MAY RESULT IN INCREASES IN THE PRINCIPAL BALANCE ABOVE THE FACE AMOUNT OF THE APPLICABLE NOTE(S).

This DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated as of June 22, 2009 (this "Deed of Trust"), made by CASTLE & COOKE YORBA LINDA, LLC, a California limited liability company ("Trustor"), having an address at c/o Castle & Cooke, Inc., 10900 Wilshire Boulevard, 16th floor, Los Angeles, California 90024, (facsimile number: 310.824.7770), in favor of CHICAGO TITLE COMPANY, a California corporation, as trustee ("Trustee"), having an address at 700 South Flower Street, Suite 800, Los Angeles, California 90017, (facsimile number: 213.488.4385), for the benefit of DEUTSCHE BANK TRUST COMPANY AMERICAS, having an address at 60 Wall Street, Tenth Floor, New York, New York 10005, (facsimile number: 212.797.4496), as administrative agent and collateral agent for the Lenders (as such term is hereinafter defined) under the Credit Agreement referred to below (together with its successors and assigns from time to time acting as administrative agent under such Credit Agreement, "Beneficiary").

W I T N E S S E T H T H A T:

WHEREAS, Trustor is on the date of delivery hereof the owner of the fee title to the parcel or parcels of land described in Exhibit A attached hereto (the "Land") and the Improvements (such term and other capitalized terms used in this Deed of Trust having the respective meanings specified or referred to in Article IV hereof);

WHEREAS, MURDOCK REALTY, LLC, a Delaware limited liability company (the "Borrower"), the lenders party thereto and Deutsche Bank Trust Company Americas, as Agent (the "Agent") previously entered into the Amended and Restated Credit Agreement, dated as of August 22, 2007 (as amended, supplemented or otherwise modified prior to the date hereof, the "Original Agreement");

WHEREAS, the Original Agreement has been further amended by the Amendment to Amended and Restated Credit Agreement, dated as of the date hereof, among the Borrower, the lenders party thereto (the "Lenders") and the Agent (the "Amendment"; the Original Agreement, as amended by the Amendment is referred to herein as the "Credit Agreement");

WHEREAS, in connection with the Amendment, the Borrower has executed and delivered Notes to the Lenders in order to evidence (a) all Term Loans existing immediately prior to the effective date of the Amendment and (b) the conversion on such effective date of all Revolving Credit Loans outstanding on such date to Term Loans;

WHEREAS, Trustor is a Subsidiary of Borrower, and has entered into an Amended and Restated Subsidiary Guaranty (as reaffirmed by Trustor pursuant to a Reaffirmation Agreement, dated as of the date hereof, and as amended, amended and restated, supplemented or modified

from time to time, the "Guaranty"), whereby the Trustor guaranteed the Obligations (as defined in the Guaranty) of the Borrower under or with respect to the Credit Agreement and the other Loan Documents; and

WHEREAS, Trustor has duly authorized the execution, delivery and performance of this Deed of Trust.

GRANT:

NOW, THEREFORE, for and in consideration of the premises, and of the mutual covenants herein contained, Trustor hereby irrevocably grants, bargains, sells, mortgages, warrants, aliens, demises, releases, hypothecates, pledges, assigns, transfers and conveys to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary and its successors and assigns, under and subject to the terms and conditions hereinafter set forth, all of its right, title and interest in the following property and interests therein, now or hereafter owned by Trustor (collectively, the "Collateral");

a. Real Estate. All of the Land (including but not limited to all underground and other parking facilities located in or on the Land) and all additional lands and estates therein now owned or hereafter acquired by Trustor for use or development with the Land or any portion thereof, together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages, appurtenances, option rights and purchase contracts now or hereafter belonging or in anywise pertaining to the Land and such additional lands and estates therein (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all development rights, air rights, riparian rights, water, water rights, water stock, all rights in, to and with respect to any and all oil, gas, coal, minerals and other substances of any kind or character underlying or relating to the Land and such additional lands and estates therein and any interest therein; all estate, claim, demand, right, title or interest of Trustor in and to any street, road, highway, or alley, vacated or other, adjoining the Land or any part thereof and such additional lands and estates therein; all strips and gores belonging, adjacent or pertaining to the Land or such additional lands and estates; and any after-acquired title to any of the foregoing (herein collectively called the "Real Estate");

b. Improvements. All buildings, structures and other improvements, and any additions and alterations thereto or replacement thereof, now or hereafter built, constructed or located upon the Real Estate; and all furnishings, fixtures, fittings, appliances, apparatus, equipment, manufacturing equipment, machinery, building and construction materials and other articles of every kind and nature whatsoever and all replacements thereof, now or hereafter affixed or attached to, placed upon or used in any way in connection with the complete and comfortable use, enjoyment, occupation, operation, development and/or maintenance of the Real Estate or such buildings, structures and other improvements, in each case, to the extent constituting fixtures under applicable law, including, but not limited to, partitions, furnaces, boilers, oil burners, radiators and piping, plumbing and bathroom fixtures, refrigeration, heating, ventilating, air conditioning and sprinkler systems, other fire prevention and extinguishing apparatus and materials, vacuum cleaning systems, gas and electric fixtures, incinerators, compactors, elevators, engines, motors, generators and all other articles of property which are considered fixtures under applicable law (such buildings, structures and other improvements and

such other property are herein collectively referred to as the "Improvements"; the Real Estate and the Improvements are herein collectively referred to as the "Property") (each parcel or parcels of Land and related Improvements and other Collateral which constitute a separate economic project or site are herein referred to as a "Project");

c. Goods. Except for Leased Equipment (as defined below), all equipment, building materials, goods, construction materials, appliances (including, without limitation, stoves, ranges, ovens, disposals, refrigerators, water fountains and coolers, fans, heaters, dishwashers, clothes washers and dryers, water heaters, hood and fan combinations, kitchen equipment, laundry equipment, kitchen cabinets and other similar equipment), stocks, supplies, blinds, window shades, drapes, carpets, floor coverings, manufacturing equipment, processing equipment and machinery, office equipment, growing plants and shrubbery, control devices, equipment (including window cleaning, building cleaning, recreational, monitoring, garbage, pest control and other equipment), motor vehicles, tools, furnishings, furniture, lighting, non-structural additions to the Property and all other tangible property of any kind or character, together with all replacements thereof, now or hereafter located on or in or used or useful in connection with the complete and comfortable use, enjoyment, occupation, operation, development and/or maintenance of the Property, whether or not affixed to the Property and whether or not located on or in the Property or located elsewhere for purposes of storage, fabrication or otherwise (herein collectively referred to as the "Goods");

d. Intangibles. To the extent the same may be encumbered or assigned pursuant to the terms thereof and to the extent permitted by law, all goodwill, trademarks, trade names, option rights, purchase contracts, books and records and general intangibles of Trustor relating to the Property and all accounts, contract rights, instruments, chattel paper and other rights of Trustor for the payment of money for property sold or lent, for services rendered, for money lent, or for advances or deposits made, and any other intangible property of Trustor relating to the Property (herein collectively referred to as the "Intangibles");

e. Leases. Subject to the terms of the separate Assignment of Leases and Rents (as defined in the Credit Agreement) relating to the Property, to the extent the same may be encumbered or assigned pursuant to the terms thereof and to the extent permitted by law, all rights of Trustor in, to and under all leases, licenses, occupancy agreements, concessions and other arrangements, oral or written, now existing or hereafter entered into, whereby any Person agrees to pay money or any other consideration for the use, possession or occupancy of, or any estate in, the Property or any portion thereof or interest therein (herein collectively referred to as the "Leases"), and the right, upon the occurrence and during the continuance of any Event of Default hereunder, after notice to Trustor, to receive and collect the Rents (as hereinafter defined) paid or payable thereunder;

f. Plans. All rights of Trustor in and to all plans and specifications, designs, drawings and other information, materials and matters heretofore or hereafter prepared relating to the Improvements or any construction on the Real Estate (herein collectively referred to as the "Plans");

g. Permits. To the extent the same may be encumbered or assigned pursuant to the terms thereof and to the extent permitted by law, all rights of Trustor in, to and under all permits,

franchises, licenses, approvals and other authorizations respecting the construction, use, occupation and operation of the Property and every part thereof and respecting any business or other activity conducted on or from the Property, and any product or proceed thereof or therefrom, including, without limitation, all building permits, certificates of occupancy and other licenses, permits and approvals issued by governmental authorities having jurisdiction (herein collectively called the "Permits");

h. Leases of Furniture, Furnishings and Equipment. To the extent the same may be encumbered or assigned pursuant to the terms thereof and to the extent permitted by law, all right, title and interest of Trustor as lessee in, to and under any leases of furniture, furnishings and equipment now or hereafter installed in or at any time used in connection with the Property (herein collectively referred to as "Leased Equipment");

i. Rents. Subject to the terms of the separate Assignment of Leases and Rents relating to the Property, all rents, issues, profits, royalties, avails, income and other benefits derived or owned, directly or indirectly, by Trustor from the Property, including, without limitation, all proceeds derived from the operation of the Property, including, without limitation, all proceeds and/or rents and other consideration payable by tenants, claims against guarantors, and any cash or other securities deposited to secure performance by tenants, under the Leases (herein collectively referred to as "Rents");

j. Proceeds. All proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including, without limitation, casualty proceeds, condemnation proceeds and insurance proceeds (other than general liability insurance proceeds) (herein collectively referred to as "Proceeds"); and

k. Other Property. All other property and rights of Trustor of every kind and character relating to the Property, and all proceeds and products of any of the foregoing;

AND, without limiting any of the other provisions of this Deed of Trust, Trustor expressly grants to Beneficiary, as secured party, a security interest in all of those portions of the Collateral which are or may be subject to the State Uniform Commercial Code provisions applicable to secured transactions;

TO HAVE AND TO HOLD the Collateral unto Trustee and Beneficiary (as the case may be) and their respective successors and assigns;

IN ORDER to secure the full, timely and proper payment of, performance of and compliance with each and every one of the obligations of the Trustor under the Guaranty, which include the obligation of the Trustor to pay the Obligations (as defined in the Guaranty), as reaffirmed pursuant to the Reaffirmation Agreement, in the event of the Borrower's failure to pay the same, but subject to the limitations on recourse contained in the Guaranty, including all modifications, amendments, extensions and renewals, however evidenced, of the foregoing; provided, however, that notwithstanding any provision in this Deed of Trust or in any Loan Document to the contrary, the obligations secured under this Deed of Trust shall not include any obligation or liability of Trustor, Borrower or any other Person arising under Section 11.11(b) of the Credit Agreement relating to Hazardous Materials (as defined therein) and/or under any

separate agreement relating to Hazardous Materials which states that it is not secured by real property.

FURTHER to secure the full, timely and proper payment of, performance of and compliance with the obligations of the Trustor under the Guaranty, which include the obligation of the Trustor to pay the Obligations (as defined in the Guaranty), as reaffirmed pursuant to the Reaffirmation Agreement, in the event of the Borrower's failure to pay the same, and to secure the Trustor's obligations under this Deed of Trust, Trustor hereby covenants and agrees with and warrants to Beneficiary as follows:

ARTICLE I.

COVENANTS AND AGREEMENTS OF TRUSTOR

SECTION 1.1 Payment, Performance of, and Compliance with Obligations.
Trustor agrees that:

(a) it will duly and punctually pay, perform and comply with each of the obligations of the Trustor under the Guaranty (to the extent required thereunder) in accordance with its respective terms; and

(b) when and as due and payable from time to time in accordance with the terms hereof, it will pay, comply with and perform, or cause payment of, compliance with and performance of, all duties and obligations hereunder.

SECTION 1.2 Title to Collateral, etc. Trustor represents and warrants to and covenants with Beneficiary that:

(a) as of the date hereof and at all times hereafter while this Deed of Trust is outstanding, Trustor (1) is and shall be the owner of the legal and beneficial title to the Property and all other property included in the Collateral, and (2) has and shall have good and marketable title in fee simple absolute to the Land and Improvements [leasehold title to the Land and Improvements], subject in each case only to this Deed of Trust, any encumbrances expressly permitted under the Credit Agreement or the other Loan Documents, and the encumbrances set forth in Schedule B to the Title Commitments issued by Chicago Title Insurance Company in connection with this Deed of Trust, as marked up and amended, for the benefit of Beneficiary (collectively, the "Permitted Encumbrances");

(b) Trustor has good and lawful right, power and authority to execute this Deed of Trust and to convey, transfer, assign, mortgage and grant a security interest in the Collateral, all as provided herein;

(c) this Deed of Trust has been duly executed, acknowledged and delivered on behalf of Trustor, all consents and other actions required to be taken by the officers, directors, shareholders, members, managing members, and managers as the case may be, of Trustor have been duly and fully given and performed and this Deed of Trust constitutes the legal, valid and binding obligation of Trustor, enforceable against Trustor in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and

other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing; and

(d) Trustor, at its expense, will warrant and defend Beneficiary and any purchaser under the power of sale herein or at any foreclosure sale such title to the Collateral and the first mortgage lien and first priority perfected security interest of this Deed of Trust thereon and therein against all claims and demands of any Person whatsoever, except those having rights under the Permitted Encumbrances, and will maintain, preserve and protect such lien and security interest and will keep this Deed of Trust a valid, direct first mortgage lien of record on and a first priority perfected security interest in the Collateral, subject only to the Permitted Encumbrances.

SECTION 1.3 Title Insurance.

Section 1.3.1 Title Insurance Policy. Concurrently with the execution and delivery of this Deed of Trust, Trustor, at its expense, has obtained and delivered to Beneficiary a loan policy or policies of title insurance (the "Title Policies") in an amount or amounts satisfactory to Beneficiary naming Beneficiary as the insured, insuring the title to and the first mortgage lien of this Deed of Trust on each Project with endorsements reasonably requested by Beneficiary. Trustor has duly paid in full all premiums and other charges due in connection with the issuance of the Title Policies.

Section 1.3.2 Title Insurance Proceeds. All proceeds received by and payable to Beneficiary for any loss under the Title Policies, or under any policy or policies of title insurance delivered to Beneficiary in substitution therefor or replacement thereof, shall be the property of Beneficiary.

SECTION 1.4 Recordation. Trustor, at its expense, will at all times cause this Deed of Trust and any instruments amendatory hereof or supplemental hereto and any instruments of assignment hereof or thereof (and any appropriate financing statements or other instruments and continuations thereof), and each other instrument delivered in connection with the Credit Agreement or any Loan Document and intended thereunder to be recorded, registered and filed, to be kept recorded, registered and filed, in such manner and in such places, and will pay all such recording, registration and filing fees, taxes and other charges, and will comply with all such statutes and regulation as may be required by law in order to establish, preserve, perfect and protect the lien and security interest of this Deed of Trust as a valid, first mortgage lien and first priority perfected security interest in the Collateral, subject only to the Permitted Encumbrances. Subject to Trustor's right to contest pursuant to the provisions of Section 1.8, Trustor will pay or cause to be paid, and will indemnify Beneficiary in respect of, all taxes (including interest and penalties) at any time payable in connection with the filing and recording of this Deed of Trust and any and all supplements and amendments hereto.

SECTION 1.5 Payment of Impositions, etc. Subject to Section 1.8 (relating to permitted contests), to the extent required by the Credit Agreement, Trustor will pay or cause to be paid before the same would become delinquent and before any fine, penalty, interest or cost may be added for non-payment, all taxes, assessments, water and sewer rates, charges, license

fees, inspection fees and other governmental levies or payments, of every kind and nature whatsoever, general and special, ordinary and extraordinary, unforeseen as well as foreseen, which at any time may be assessed, levied, confirmed, imposed or which may become a lien upon the Collateral, or any portion thereof, or which are payable with respect thereto, or upon the rents, issues, income or profits thereof, or on the occupancy, operation, use, possession or activities thereof, whether any or all of the same be levied directly or indirectly or as excise taxes or as income taxes, and all taxes, assessments or charges which may be levied on the Obligations, or the interest thereon (collectively, the "Impositions"). Trustor will deliver to Beneficiary, upon request, such request not to occur more frequently than once in any twelve month period except if an Event of Default shall occur and be continuing, copies of official receipts or other satisfactory proof evidencing such payments.

SECTION 1.6 Insurance Requirements. Subject to Section 1.8 (relating to permitted contests), Trustor, at its expense, will comply, or cause compliance, in all material respects with all provisions of any insurance policy covering or applicable to the Collateral or any part thereof, all requirements of the issuer of any such policy, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting the Collateral or any part thereof or any use or condition of the Collateral or any part thereof (collectively, the "Insurance Requirements") whether or not compliance therewith shall require structural changes in or interference with the use and enjoyment of the Collateral or any part thereof.

SECTION 1.7 Security Interests, etc. Except as expressly permitted by the Credit Agreement and in Section 1.8, Trustor will not directly or indirectly create or permit or suffer to be created or to remain and will promptly discharge or cause to be discharged, any deed of trust, mortgage, encumbrance or charge on, pledge of, security interest in or conditional sale or other title retention agreement with respect to any other lien on or in the Collateral or any part thereof or the interest of Trustor or Beneficiary therein, or any Proceeds thereof or Rents or other sums arising therefrom, other than: (a) Permitted Encumbrances; (b) liens of mechanics, materialmen, suppliers or vendors or rights thereto incurred in the ordinary course of the business of Trustor for sums not yet due or any such liens or rights thereto which are at the time being contested as permitted by Section 1.8 and (c) as expressly provided in the Assignment of Leases and Rents relating to the Property.

SECTION 1.8 Permitted Contests. Trustor may, at its expense, contest, or cause to be contested, by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any Imposition, Legal Requirement or Insurance Requirement or lien of a mechanic, materialman, supplier or vendor, provided that: (a) in the case of an unpaid Imposition, lien, encumbrance or charge, such proceedings shall suspend the collection thereof from Trustor, Beneficiary, and the Collateral (including any rent or other income therefrom) and shall not interfere with the payment of any such rent or income; (b) neither the Collateral nor any rent or other income therefrom nor any material part thereof or material interest therein would be in any danger of being sold, forfeited, lost, impaired or interfered with; (c) in the case of a Legal Requirement, neither Trustor nor Beneficiary would be in danger of any civil or criminal liability for failure to comply therewith (other than non-material interest, fines or monetary penalties that will not result in any criminal liability); (d) Trustor shall have furnished such security, if any, as may be required in the proceedings or as

may be reasonably requested by Beneficiary; (e) the non-payment of the whole or any part of any Imposition will not result in the delivery of a tax deed to the Collateral or any part thereof because of such non-payment; (f) the payment of any sums required to be paid with respect to the Loans or under this Deed of Trust (other than any unpaid Imposition, lien, encumbrance or charge at the time being contested in accordance with this Section 1.8) shall not be interfered with or otherwise affected; (g) in the case of any Insurance Requirement, the failure of Trustor to comply therewith shall not affect the validity of any insurance required to be maintained by Trustor under Section 2.1; and (h) adequate reserves, determined in accordance with GAAP, shall have been set aside on Trustor's books.

SECTION 1.9 Leases. Except as set forth in the rent roll for the Property previously provided to Beneficiary, Trustor hereby represents and warrants to Beneficiary that, as of the date hereof, there are no written or oral leases or other material agreements of any kind or nature relating to the occupancy of any portion of the Property by any Person other than Trustor. Trustor will not enter into any such written or oral lease or other agreement with respect to any portion of the Property, except as permitted under the Credit Agreement, without first obtaining the written consent of Beneficiary, which consent shall not be unreasonably withheld or delayed. Any such lease or other agreement in violation of this Section 1.9 shall be deemed null and void. Within thirty (30) business days after written request is received from Beneficiary to Trustor, but in no event more frequently than one (1) time per calendar year (unless an Event of Default has occurred and is continuing), Trustor shall use commercially reasonable efforts to obtain executed subordination, non-disturbance and attornment agreements and tenant estoppel certificates in form and substance reasonably satisfactory to Beneficiary for any tenant under a lease or other occupancy agreement for 10% or more of the gross annual rents at the Property, or at any Project, as the case may be, or such greater percentage as may be designated by Beneficiary.

SECTION 1.10 Compliance with Instruments. Trustor at its expense will promptly comply in all material respects with all material rights of way or use, privileges, franchises, servitudes, licenses, easements, tenements, hereditaments and appurtenances forming a part of the Property and all instruments creating or evidencing the same, in each case, to the extent compliance therewith is required of Trustor under the terms thereof. Trustor will not take any action which may result in a forfeiture or termination of the material rights afforded to Trustor under any such instruments, without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld or delayed and will not, without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld or delayed, amend any of such instruments, in each case, except in respect of such rights, instruments or amendments as may be terminated on less than thirty (30) days notice or amended in the ordinary course of business and which do not, alone or in the aggregate, have a material adverse effect on the value or use of the Property.

SECTION 1.11 Maintenance and Repair, etc. Subject to the provisions of Section 1.12, Trustor will keep or cause to be kept all presently and subsequently erected or acquired Improvements and the sidewalks, curbs, vaults and vault space, if any, located on or adjoining the same (with respect to such streets and the ways adjoining the same, to the extent such streets and ways are private and are the obligation of Trustor to maintain or as otherwise required by law or other agreement) in each case excluding immaterial assets, and the streets and

the ways adjoining the same, in good order and repair and in such a fashion that the value and utility of the Collateral will not be diminished, ordinary wear and tear excepted, and, at its sole cost and expense, will promptly make or cause to be made all reasonably necessary and proper repairs, replacements and renewals thereof, whether interior or exterior, structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen, so that its business carried on in connection therewith may be properly conducted at all times. Trustor at its expense will do or cause to be done all shoring of foundations and walls of any building or other Improvements on the Property and (to the extent permitted by law) of the ground adjacent thereto, and every other act reasonably necessary or appropriate for the preservation and safety of the Property by reason of or in connection with any excavation or other building operation upon the Property and upon any adjoining property, whether or not Trustor shall, by any Legal Requirement, be required to take such action or be liable for failure to do so. The Goods and the Leased Equipment that (separately or in the aggregate) are material to the use and/or operation of any Project shall not be sold, removed, demolished or materially altered (except for normal replacement of same), without the consent of Beneficiary, which consent shall not be unreasonably withheld or delayed provided (i) that no Event of Default shall have occurred, and (ii) that the same is no longer necessary to the operation of the Property, or that the same is replaced by Trustor with an article of comparable or better suitability, in either case free and clear of any lien or security interest other than (a) the lien of this Deed of Trust and the other Loan Documents, (b) the Permitted Encumbrances, or (c) other liens and security interests approved by Beneficiary.

SECTION 1.12 Alterations, Additions, etc. Unless an Event of Default shall have occurred and be continuing and Beneficiary shall have given notice to Trustor, Trustor shall have the right at any time and from time to time to make or cause to be made reasonable alterations of and additions to the Property or any part thereof, provided that any alteration or addition: (a) is effected with due diligence, in a good and workmanlike manner and in compliance with all Legal Requirements and Insurance Requirements; (b) is fully paid for, or caused to be paid for when due, by Trustor; (c) is made, in case the estimated cost of such alteration or addition exceeds the Alteration Threshold Amount, under the supervision of a qualified architect or engineer, selected by Trustor and approved by Beneficiary, such approval not to be unreasonably withheld or delayed.

SECTION 1.13 Acquired Property Subject to Lien. All property at any time acquired by Trustor and provided or required by this Deed of Trust to be or become subject to the lien and security interest hereof, whether such property is acquired by exchange, purchase, construction or otherwise, shall forthwith become subject to the lien and security interest of this Deed of Trust without further action on the part of Trustor or Beneficiary. Trustor, at its expense, will execute and deliver to Beneficiary (and will record and file as provided in Section 1.4) an instrument supplemental to this Deed of Trust reasonably satisfactory in substance and form to Beneficiary, whenever such an instrument is necessary under applicable law to subject to the lien and security interest of this Deed of Trust all right, title and interest of Trustor in and to all property provided or required by this Deed of Trust to be subject to the lien and security interest hereof.

SECTION 1.14 Assignment of Leases, Proceeds, etc. Subject to the terms and provisions of that certain Assignment of Leases and Rents dated as of the date hereof and recorded concurrently herewith, as incorporated herein by reference and made a part of this Deed

of Trust, covering the Property (if any), Trustor assigns, grants and conveys the Leases, Rents, Proceeds and other rents, income, proceeds and benefits of the Collateral contained in the Granting Clause of this Deed of Trust to Beneficiary. Such assignment, grant and conveyance shall constitute an absolute, present and irrevocable assignment, grant and conveyance, provided that permission is hereby given to Trustor, unless an Event of Default has occurred and is continuing and Beneficiary has given notice to Trustor, to collect, receive and apply such Rents, Proceeds and other rents, income, proceeds and benefits as they become due and payable, but not in advance thereof, and in accordance with all of the other terms, conditions and provisions hereof and of the Leases, contracts, agreements and other instruments with respect to which such payments are made or such other benefits are conferred. Upon the occurrence of and during the continuance of an Event of Default, such permission shall terminate immediately upon notice from Beneficiary, and once so terminated shall not be reinstated upon a cure of such Event of Default without the express written consent of Beneficiary. Such assignment shall be fully effective without any further action on the part of Trustor or Beneficiary and Beneficiary shall be entitled, at its option, upon the occurrence of and during the continuance of an Event of Default hereunder, upon notice to Trustor, to collect, receive and apply all Rents, Proceeds and all other rents, income, proceeds and benefits from the Collateral, including all right, title and interest of Trustor in any escrowed sums or deposits or any portion thereof or interest therein, whether or not Beneficiary takes possession of the Collateral or any part thereof. Trustor further grants to Beneficiary the right, at Beneficiary's option upon the occurrence of and during the continuance of an Event of Default hereunder, upon notice to Trustor, to:

- (a) enter upon and take possession of the Property for the purpose of collecting Rents, Proceeds and said rents, income, proceeds and other benefits;
 - (b) dispossess by the customary summary proceedings any tenant, purchaser or other Person defaulting in the payment of any amount when and as due and payable, or in the performance of any other obligation, under the Lease, contract or other instrument to which said Rents, Proceeds or other rents, income, proceeds or benefits relate;
 - (c) let or convey the Collateral or any portion thereof or any interest therein;
- and
- (d) apply Rents, Proceeds and such rents, income, proceeds and other benefits, after the payment of all reasonably necessary fees, charges and expenses, on account of the Obligations in accordance with Section 3.11.

SECTION 1.15 No Claims Against Beneficiary. Nothing contained in this Deed of Trust shall constitute any consent or request by Beneficiary, express or implied, for the performance of any labor or the furnishing of any materials or other property in respect of the Property or any part thereof, or be construed to permit the making of any claim against Beneficiary in respect of labor or services or the furnishing of any materials or other property or any claim that any lien based on the performance of such labor or the furnishing of any such materials or other property is prior to the lien and security interest of this Deed of Trust.

SECTION 1.16 Indemnification. Except as otherwise expressly provided in the other Loan Documents, Trustor will protect, indemnify, save harmless and defend Trustee,

Beneficiary and the Lenders, and each of their respective officers, directors, shareholders, employees, representatives and agents (collectively, the "Indemnified Parties" and individually, an "Indemnified Party"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against any Indemnified Party by reason of: (a) ownership of an interest in this Deed of Trust, any other Loan Document, or the Property; (b) any accident, injury to or death of persons or loss of or damage to or loss of the use of property occurring on or about the Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault spaces, if any, streets, alleys or ways; (c) any use, non-use or condition of the Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault spaces, if any, streets, alleys or ways; (d) any failure on the part of Trustor to perform or comply with any of the terms of this Deed of Trust; (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Collateral or any part thereof made or suffered to be made by or on behalf of Trustor; (f) any negligence or tortious act on the part of Trustor or any of its agents, contractors, lessees, licensees or invitees, with respect to the Property; or (g) any work in connection with any alterations, changes, new construction or demolition of or additions to the Property, regardless of whether caused by, or within the control of, Trustor, except to the extent the same results from the gross negligence or willful misconduct of an Indemnified Party until such time as an event of foreclosure of this Deed of Trust or other transfer of title or assignment of the Collateral in extinguishment of the Obligations. If any action or proceeding be commenced, to which action or proceeding any Indemnified Party is made a party by reason of the execution of this Deed of Trust or any other Loan Document, or in which it becomes necessary to defend or uphold the lien of this Deed of Trust, all sums paid by the Indemnified Parties, for the expense of any litigation to prosecute or defend the rights and lien created hereby or otherwise, shall be paid by Trustor to such Indemnified Parties, as the case may be, as hereinafter provided. Except as otherwise expressly provided in the other Loan Documents, Trustor will pay and save the Indemnified Parties harmless against any and all liability with respect to any intangible personal property tax, documentary stamp tax or similar imposition of the State or any subdivision or authority thereof now or hereafter in effect, to the extent that the same may be payable by the Indemnified Parties in respect of this Deed of Trust, any Loan Document or any of the Obligations until such time as an event of foreclosure of this Deed of Trust or other transfer of title or assignment of the Collateral in extinguishment of the Obligations. All amounts payable to the Indemnified Parties under this Section 1.16 shall be deemed indebtedness secured by this Deed of Trust and any such amounts which are not paid within fifteen (15) days after written demand therefor by any Indemnified Party shall bear interest at the Reference Rate from the date of such demand. In case any action, suit or proceeding is brought against any Indemnified Party by reason of any such occurrence, Trustor, upon request of such Indemnified Party, will, at Trustor's expense, resist and defend such action, suit or proceeding or cause the same to be resisted or defended by counsel designated by Trustor and approved by such Indemnified Party. The obligations of Trustor under this Section 1.16 shall survive any discharge or reconveyance of this Deed of Trust and discharge or termination of the Obligations, including, without limitation, the release of a Release Parcel as described in Article VII below.

SECTION 1.17 No Credit for Payment of Taxes. Trustor shall not be entitled to any credit against the Obligations by reason of the payment of any tax on the Property or any part thereof or by reason of the payment of any other Imposition, and shall not apply for or claim

any deduction from the taxable value of the Property or any part thereof by reason of this Deed of Trust .

SECTION 1.18 Environmental Matters.

(a) Trustor hereby represents and warrants to Beneficiary those representations and warranties as set forth in Section 6.16 of the Credit Agreement to the extent applicable to it.

(b) Trustor covenants that it will perform the obligations as set forth in Section 7.9 of the Credit Agreement to the extent applicable to it.

(c) Trustor acknowledges that the delivery to Trustor by Beneficiary of an execution copy of this Deed of Trust constitutes a "written request for information" by Beneficiary pursuant to California Code of Civil Procedure Section 726.5(d)(2).

SECTION 1.19 No Transfer of the Property. Except as permitted by the Credit Agreement or this Deed of Trust, without the prior written consent of Beneficiary, which consent may be granted or withheld in the sole and absolute discretion of Beneficiary, Trustor shall not (a) sell, convey, assign or otherwise transfer the Property or any portion of Trustor's interest therein or (b) further encumber Property or the Rents or permit the Property to become encumbered by any lien, claim, security interest or other indebtedness of any kind or nature other than the Permitted Encumbrances, except to the extent expressly permitted hereunder. For purposes of this Section 1.19, any transfer of any stock of (or other beneficial interest in) Trustor shall be deemed to constitute a transfer of the Property within the meaning of this Section 1.19.

SECTION 1.20 Representations and Warranties of Trustor. Trustor hereby represents, warrants and covenants to Beneficiary as follows (which representations, warranties and covenants shall survive the execution and delivery of the Credit Agreement and the other Loan Documents, regardless of any investigation made by Beneficiary or on its behalf):

Section 1.20.1 Utilities and Public Access. The Property has rights of access to public ways and is served by water, sewer, sanitary sewer and storm drain facilities adequate to service it for its current uses; if the intended use is other than the current use, to Trustor's actual knowledge, there is no impediment to each and all of the foregoing.

Section 1.20.2 Separate Lots. Each Project comprising the Property is a separate tax lot or lots and is not a portion of any other tax lot that is not a part of such Project.

Section 1.20.3 Assessments. There are no pending or proposed special or other assessments for public improvements or otherwise affecting the Property, or any contemplated improvements to the Property that may result in such special or other assessments except as may be set forth in any declaration heretofore filed by Trustor or as would not have a Material Adverse Effect.

Section 1.20.4 Use of Property; Licenses. All material certifications, permits, licenses and approvals, including certificates of completion and occupancy permits for the legal use, occupancy and operation of the Property (collectively, the "Licenses"), have been

obtained and are in full force and effect or shall be duly obtained in the ordinary course and, in any event, when legally required. The use (if any) being made of each Project is in conformity with the certificate of occupancy (if any) issued for such Project.

Section 1.20.5 Flood Zone. None of the Improvements is or will be located in an area as identified by the Federal Emergency Management Agency as an area having special flood hazards, except as may have been disclosed to Beneficiary in a specific writing.

Section 1.20.6 Physical Condition. The Property is in good condition, order and repair in all material respects; Trustor has no actual knowledge of any structural or other material defect or damage to the Property, whether latent or otherwise, except where such defect or damage is being diligently repaired. Trustor has not received notice from any insurance company or bonding company of any defect or inadequacy in the Property, or any part thereof, which would adversely affect its insurability or cause the imposition of extraordinary premiums or charges thereon or any termination of any policy of insurance or bond.

Section 1.20.7 Encroachments. The Improvements (if any) existing on the date hereof on each Project lie wholly within the boundaries and building restriction lines of the applicable Project, and no improvement on an adjoining property encroaches upon such Project, and no easement or other encumbrance upon any Project encroaches or will encroach upon any of the Improvements, so as to affect the value or marketability of such Project, except those insured against by the Title Policy.

Section 1.20.8 Filing and Recording Taxes. All transfer taxes, deed stamps, intangible taxes or other amounts in the nature of transfer taxes required to be paid by any Person under applicable Legal Requirements in connection with the transfer of the Property to Trustor have been paid. All mortgage, mortgage recording, stamp, intangible or other similar taxes required to be paid by any Person under applicable Legal Requirements in connection with the execution, delivery, recordation, filing, registration, perfection or enforcement of any of the Loan Documents have been paid or shall be timely paid when due.

Section 1.20.9 Legal Requirements. To Trustor's actual knowledge, the Property, all Improvements thereon and the operation thereof presently complies, and at all times will comply, in all material respects, with all Legal Requirements including, without limitation, all Legal Requirements of the Americans with Disabilities Act, Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Emergency Planning and Community Right-to-Know Act of 1986, the Hazardous Substances Transportation Act, the Solid Waste Disposal Act, the Clean Water Act, the Clean Air Act, the Toxic Substance Control Act, the Safe Drinking Water Act, and the Occupational Safety and Health Act.

ARTICLE II.

INSURANCE

SECTION 2.1 Insurance.

Section 2.1.1 Risks to be Insured. Trustor, at its sole cost, for the mutual benefit of Trustor and Beneficiary, shall obtain and maintain all insurance policies required to be maintained pursuant to the Credit Agreement and the following policies of insurance until the Obligations have been satisfied in full:

(a) Property insurance with respect to each Project insuring against loss or damage by standard, "all-risk" perils, which shall (i) be in an amount equal to the greatest of (A) the then full replacement cost of such Project without deduction for physical depreciation, and (B) such amount as is necessary so that the insurer would not deem Trustor a co-insurer under such policies, (ii) have deductibles no greater than the applicable amount set forth on Schedule 6.20 to the Credit Agreement per occurrence, (iii) contain a "Replacement Cost Endorsement" with a waiver of depreciation, and (iv) shall include an agreed amount endorsement.

(b) Flood insurance if any part of any Project is located in an area identified by the Federal Emergency Management Agency as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Program, in an amount at least equal to the amount set forth in Section 2.1.1(a)(i) above or the maximum limit of coverage available with respect to the Project under such program, whichever is less.

(c) Commercial general public liability insurance with respect to each Project, including broad form property damage, blanket contractual and personal injuries (including death resulting therefrom) coverages and containing minimum limits per occurrence of \$1,000,000.00 and \$2,000,000.00 in the aggregate for any policy year; together with at least \$50,000,000.00 excess and/or umbrella liability insurance for any and all claims, including all legal liability imposed upon Trustor and all court costs and attorneys' fees incurred in connection with the ownership, operation and maintenance of the applicable Project. The commercial general public liability insurance shall also provide for product liability/completed operations, hired car and non-owned vehicles insurance coverage.

(d) Rental loss and/or business interruption insurance with respect to each Project in an amount equal to the greater of (i) the estimated Rents generated by such Project for the next succeeding 18-month period or (ii) the projected operating expenses for such Project and debt service on the Obligations for such period (each as reasonably determined by Beneficiary) and such insurance shall contain 180 days of Extended Period of Recovery/Indemnity coverage for Projects valued at five million dollars (\$5,000,000) or more and an agreed amount endorsement. The amount of such insurance shall be increased from time to time during the term of the Loans as and when the estimated or actual Rents generated by such Project increase.

(e) Insurance against loss or damage from (i) leakage of sprinkler systems and (ii) explosion of steam boilers, air conditioning equipment, high pressure piping, machinery and

equipment, pressure vessels or similar apparatus now or hereafter installed in any of the improvements (without exclusion for explosions), in an amount at least equal to five million dollars (\$5,000,000).

(f) Worker's compensation insurance (or self-insurance if approved by appropriate governmental authorities) with respect to any employees of Trustor, as required by any Legal Requirement.

(g) During any period of repair or restoration with respect to any Project, builder's "all-risk" insurance in an amount equal to not less than the full insurable value of the Improvements situated on any such Project at time of completion and 100% of the soft cost (including 18 months of expected profit and continuing expenses and including 180 days of extended period of recovery/indemnity for Projects valued at five million dollars (\$5,000,000) or more) against such risks (including fire and extended coverage and collapse of such Improvements to agreed limits) as Beneficiary may request, in form and substance acceptable to Beneficiary.

(h) During any period of repair or restoration with respect to any Project, cost to compensate for loss of the undamaged portion of the applicable Improvements; demolition of the undamaged portion of the applicable Improvements and the increased cost of construction in an amount satisfactory to Beneficiary.

(i) Such other insurance (including products liability insurance, environmental insurance, terrorism insurance, earthquake insurance and hurricane insurance) in form and substance as may from time to time be reasonably required by Beneficiary in order to protect Beneficiary's interests taking into account local industry practice and provided that such insurance shall be available to Trustor at rates that are reasonable given the risks to be covered by such insurance.

(j) Insurance for building ordinance and law coverage acceptable to Beneficiary, including, without limitation, coverage for loss to the undamaged portion of the building, demolition cost coverage and increased cost of construction coverage.

Section 2.1.2 Policy Provisions. All policies of insurance (the "Policies") required pursuant to Section 2.1.1 shall (i) be issued by companies approved by Beneficiary and licensed to do business in the State, (and other than with respect to earthquake and flood coverage) with a claims paying ability rating of a minimum of both an "A-" by Standard & Poor's Ratings Group and an "A:VIII" rating by A.M. Best rating guide unless otherwise expressly agreed to in writing by Beneficiary; (ii) name Beneficiary and its successors and/or assigns as their interest may appear as Beneficiary (in the case of property insurance) or as an additional insured (in the case of liability insurance); (iii) contain (in the case of property insurance) a Non-Contributory Standard Lender Clause and a Lender's Loss Payable Endorsement, or their equivalents, naming Beneficiary as the person to which all payments made by such insurance company shall be paid; (iv) contain a waiver of subrogation against Beneficiary; (v) provide that (except for worker's compensation and public liability insurance) the proceeds for any losses shall be adjusted by Trustor subject to the approval of Beneficiary if an Event of Default shall have occurred and be continuing; (vi) provide that any notice under

such policies shall be simultaneously delivered to Beneficiary; (vii) provide that no cancellation, reduction in amount or material change in coverage thereof or any portion thereof shall be effective until at least thirty (30) days after receipt by the Beneficiary of written notice thereof; (viii) contain such provisions as Beneficiary deems reasonably necessary or desirable to protect its interest, including endorsements providing that neither Trustor, Beneficiary nor any other party shall be a co-insurer under the Policies and that Beneficiary shall receive at least 30 days' prior written notice of any modification, reduction or cancellation of any of the Policies; and (ix) be satisfactory in form and substance to Beneficiary and approved by Beneficiary as to amounts, form, risk coverage, deductibles, loss payees and insureds. Trustor shall pay the premiums for such Policies (the "Insurance Premiums") as the same become due and payable and furnish to Beneficiary evidence of the renewal of each of the Policies together with receipts for or other evidence of the payment of the Insurance Premiums reasonably satisfactory to Beneficiary. If Trustor does not furnish such evidence and receipts at least 30 days prior to the expiration of any expiring Policy, then Beneficiary may, but shall not be obligated to, procure such insurance and pay the Insurance Premiums therefor, and Trustor agrees to reimburse Beneficiary for the cost of such Insurance Premiums promptly on demand. Trustor shall deliver to Beneficiary a certified copy of each Policy (or certificates of insurance acceptable to Beneficiary for each policy) within 30 days after its effective date. Within 30 days after request by Beneficiary, Trustor shall obtain such increases in the amounts of coverage required hereunder as may be reasonably requested by Beneficiary, taking into consideration changes in the value of money over time, changes in liability laws, changes in prudent customs and practices, and the like. Trustor shall deliver to Beneficiary annually, simultaneously with the renewal of the insurance policies required hereunder, a certificate, executed by an officer of Trustor, stating that the insurance policies required to be delivered to Beneficiary pursuant to this Section 2.1.2 are maintained with insurers who comply with the this Section 2.1.2, setting forth a Schedule describing all premiums required to be paid by Trustor to maintain the policies of insurance required hereunder, and stating that Trustor has paid such premiums to the extent due and payable.

Section 2.1.3 Delivery of Policies, etc. Trustor will deliver to Beneficiary, promptly upon reasonable request: (a) the originals of all policies evidencing all insurance required to be maintained under Section 2.1.1; and (b) evidence as to the payment of all premiums due thereon (with respect to public liability insurance policies, all installments for the current year due thereon to such date), provided that Beneficiary shall not be deemed by reason of its custody of such policies to have knowledge of the contents thereof. Trustor will also upon Beneficiary's request, deliver to Beneficiary not later than thirty (30) days prior to the expiration of any policy a binder or certificate of the insurer evidencing the replacement thereof and not later than fifteen (15) days prior to the expiration of such policy an original copy of the new policy. In the event Trustor shall fail to effect or maintain any insurance required to be effected or maintained pursuant to the provisions of this Section 2.1, Trustor will indemnify Beneficiary against damage, loss or liability resulting from all risks for which such insurance should have been effected or maintained.

Section 2.1.4 Separate Insurance. Trustor will not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained pursuant to this Section 2.1.

Section 2.1.5 Blanket Policies. The insurance coverage required hereunder may be effected under a blanket policy or policies, as reasonably obtainable, covering the Collateral and other properties and assets not constituting a part of the Collateral; provided that any such blanket policy shall specify, except in the case of public liability insurance, the portion of the total coverage of such policy that is allocated to the Collateral, and any sub-limits in such blanket policy applicable to the Collateral, which amounts shall not be less than the amounts required pursuant to Section 2.1.1 and which shall in any case comply in all other respects with the requirements of this Deed of Trust . Upon Beneficiary's request, Trustor shall deliver to Beneficiary an officer's certificate setting forth (i) the number of properties covered by such policy, (ii) the location by city (if available, otherwise, county) and State of the covered properties, (iii) the average square footage of the properties (or the aggregate square footage), (iv) a brief description of the typical construction type included in the blanket policy and (v) such other information as Beneficiary may reasonably request.

ARTICLE III.

EVENTS OF DEFAULT; REMEDIES, ETC.

SECTION 3.1 Events of Default; Acceleration. If an "Event of Default" under and as defined in the Credit Agreement shall have occurred (herein called an "Event of Default") then and in such event Beneficiary may, at any time thereafter during the continuance of the Event of Default, declare, by written notice to Trustor and Borrower, the Loans and the Obligations, and the Trustor's obligations to pay the same pursuant to the Guaranty, to be due and payable immediately or on a date specified in such notice, and on such date the same shall be and become due and payable, together with interest accrued thereon, without presentment, demand, protest or notice, all of which Trustor hereby waives. Trustor will pay on demand all Attorney Costs, incurred by or on behalf of Beneficiary in enforcing this Deed of Trust, the Credit Agreement, or any other Loan Document, or occasioned by any default hereunder or thereunder. Furthermore, in any suit to foreclose the lien hereof there shall be allowed and Trustor shall pay on demand all expenditures and expenses which may be paid or incurred by or on behalf of Beneficiary and/or Trustee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as the items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches and examination, title policies, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Beneficiary and/or Trustee may deem to be reasonably necessary either to prosecute any foreclosure action or to evidence to the bidder at any sale pursuant thereto the true condition of the title to or the value of the Collateral.

SECTION 3.2 Legal Proceedings; Foreclosure. If an Event of Default shall have occurred and be continuing, Beneficiary at any time may, at its election, proceed at law or in equity or otherwise to enforce the rights of Beneficiary hereunder (i) by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any terms hereof, or in aid of the exercise of any power granted hereby or by law, or (ii) by the judicial foreclosure of this Deed of Trust.

SECTION 3.3 Power of Sale. At Beneficiary's option, Beneficiary may deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Collateral to be sold in accordance with law.

SECTION 3.4 Uniform Commercial Code Remedies. If an Event of Default shall have occurred and be continuing, Beneficiary may exercise from time to time and at any time any rights and remedies available to it under applicable law upon default in the payment of indebtedness, including, without limitation, any right or remedy available to it as a secured party under the Uniform Commercial Code of the State. Trustor shall, promptly upon request by Beneficiary, assemble the Collateral constituting movable personal property, or any portion thereof generally described in such request, and make it available to Beneficiary at such place or places designated by Beneficiary and reasonably convenient to Beneficiary. If Beneficiary elects to proceed under the Uniform Commercial Code of the State to dispose of portions of the Collateral, Beneficiary, at its option, may give Trustor notice of the time and place of any public sale of any such property, or of the date after which any private sale or other disposition thereof is to be made, by sending notice by registered or certified first class mail, postage prepaid, to Trustor at least ten (10) Business Days before the time of the sale or other disposition. If any notice of any proposed sale, assignment or transfer by Beneficiary of any portion of the Collateral or any interest therein is required by law, Trustor conclusively agrees that ten (10) Business Days' notice to Trustor of the date, time and place (and, in the case of a private sale, the tenors) thereof is reasonable.

SECTION 3.5 Foreclosure By Power of Sale. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Guaranty, and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

Section 3.5.2 Upon receipt of notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Election to Sell as is then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Collateral at the time and place of sale fixed by it in said Notice of Sale, either as a whole, or in separate lots or parcels or items and in such order as Beneficiary may direct Trustee so to do, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matter or fact shall be conclusive proof of the truthfulness thereof. Trustee or Beneficiary, may purchase at such sale, and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

Section 3.5.3 Trustee may postpone sale of all or any portion of the Collateral by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement or subsequently noticed sale, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

Section 3.5.4 A sale of less than the whole of the Collateral or any defective or irregular sale made hereunder shall not exhaust the power of sale provided for herein; and subsequent sales may be made hereunder until all obligations secured hereby have been satisfied, or the entire Collateral sold, without defect or irregularity.

SECTION 3.6 Purchase of Collateral by Beneficiary. Beneficiary may be a purchaser of the Collateral or of any part thereof or of any interest therein at any sale thereof, whether pursuant to power of sale, foreclosure or otherwise, and Beneficiary may apply upon the purchase price thereof the indebtedness secured hereby owing to Beneficiary. Such purchaser shall, upon any such purchase, acquire good title to the properties so purchased, free of the security interest and lien of this Deed of Trust and free of all rights of redemption in Trustor.

SECTION 3.7 Receipt a Sufficient Discharge to Purchaser. Upon any sale of the Collateral or any part thereof or any interest therein, whether pursuant to power of sale, foreclosure or otherwise, the receipt of Trustee or the officer making the sale under judicial proceedings shall be a sufficient discharge to the purchaser for the purchase money, and such purchaser shall not be obliged to see to the application thereof.

SECTION 3.8 Waiver of Appraisal, Valuation, Marshaling, etc. Trustor hereby waives, to the fullest extent it may lawfully do so, the benefit of all appraisal, valuation, stay, extension and redemption laws now or hereafter in force and all rights of marshaling in the event of any sale of the Collateral or any part thereof or any interest therein. In the event of any sale made under or by virtue of this instrument, the whole of the Collateral may be sold in one parcel as an entirety or in separate lots or parcels at the same or different times, as Beneficiary may determine.

SECTION 3.9 Sale a Bar Against Trustor. Any sale of the Collateral or any part thereof or any interest therein under or by virtue of this Deed of Trust, whether pursuant to power of sale, foreclosure or otherwise, shall forever be a bar against Trustor.

SECTION 3.10 Performance of the Obligations Due on Sale. Upon any sale of the Collateral or any portion thereof or interest therein by virtue of the exercise of any remedy by Beneficiary under or by virtue of this Deed of Trust, whether pursuant to power of sale, foreclosure or otherwise in accordance with this Deed of Trust or by virtue of any other remedy available at law or in equity or by statute or otherwise, at the option of Beneficiary, any sums or monies due and payable pursuant to the Credit Agreement and/or the Guaranty, and in connection with the Loans and/or the Obligations shall, if declared due and payable under the Credit Agreement, immediately become due and payable, together with interest accrued thereon, at the Reference Rate, and all other indebtedness which this Deed of Trust by its terms secures.

SECTION 3.11 Application of Proceeds of Sale and Other Moneys. The proceeds of any sale of the Collateral or any part thereof or any interest therein under or by virtue of this Deed of Trust, whether pursuant to power of sale, foreclosure, or otherwise, and all other moneys at any time held by Beneficiary as part of the Collateral, shall be applied, unless applicable law otherwise requires, as follows:

(a) first, to the payment of the reasonable costs and expenses of such sale (including, without limitation, the cost of evidence of title and the costs and expenses, if any, of taking possession of, retaining custody over, repairing, managing, operating, maintaining and preserving the Collateral or any part thereof prior to such sale), all reasonable costs and expenses incurred by Trustee, Beneficiary or any other Person in obtaining or collecting any insurance proceeds, condemnation awards or other amounts received by Beneficiary, all reasonable costs and expenses of any receiver of the Collateral or any part thereof, and any Impositions or other charges or expenses prior to the security interest or lien of this Deed of Trust, which Beneficiary may consider it necessary or desirable to pay;

(b) second, to the payment of any sums or monies due and owing under the Credit Agreement and/or the Guaranty, or otherwise in connection with the Obligations and/or the Loans;

(c) third, to pay all then-existing obligations under this Deed of Trust (whether or not such obligations arose out of an Event of Default) as Beneficiary may, in its reasonable discretion, determine;

(d) fourth, the balance if, any, held by Beneficiary after payment in full of all amounts referred to in Sections 3.11 (a), (b) and (c) above, shall, unless a court of competent jurisdiction may otherwise direct by final order not subject to appeal, be paid to Trustor or its designee.

SECTION 3.12 Appointment of Receiver. If an Event of Default shall have occurred and be continuing, Beneficiary shall, as a matter of right, without notice, and without regard to the adequacy of any security for the indebtedness secured hereby or the solvency of Trustor, be entitled to the appointment of a receiver for all or any part of the Collateral, whether such receivership be incidental to a proposed sale of the Collateral or otherwise, and Trustor hereby consents to the appointment of such a receiver and will not oppose any such appointment.

SECTION 3.13 Possession, Management and Income. If an Event of Default shall have occurred and be continuing, in addition to, and not in limitation of, the rights and remedies provided in Section 1.14, Beneficiary, upon five (5) Business Days' notice to Trustor, may, subject to Section 3.17 below, enter upon and take possession of the Collateral or any part thereof by force, summary proceeding, ejectment or otherwise and may remove Trustor and all other Persons and any and all property therefrom and may hold, operate, maintain, repair, preserve and manage the same and receive all earnings, income, Rents, issues and Proceeds accruing with respect thereto or any part thereof. Beneficiary shall be under no liability for or by reason of any such taking of possession, entry, removal or holding, operation or management, except that any amounts so received by Beneficiary shall be applied to pay all costs and expenses of so entering upon, taking possession of, holding, operating, maintaining, repairing, preserving and managing the Collateral or any part thereof, and any Impositions or other charges prior to the lien and security interest of this Deed of Trust which Beneficiary may consider it necessary or desirable to pay, and any balance of such amounts shall be applied as provided in Section 3.11.

SECTION 3.14 Right of Beneficiary to Perform Trustor's Covenants, etc. If Trustor shall fail to make any payment or perform any act required to be made or performed

hereunder, Beneficiary, upon thirty days' notice to Trustor, without waiving or releasing any obligation or Default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Trustor, and may enter upon the Collateral for such purpose and take all such action thereon as, in Beneficiary's reasonable opinion, may be necessary or appropriate therefor. No such entry and no such action shall be deemed an eviction of any lessee of the Property or any part thereof. All sums so paid by Beneficiary and all reasonable costs and expenses (including, without limitation, attorneys' fees and expenses) so incurred together with interest thereon at the Reference Rate from the date of payment or incurring, shall constitute additional indebtedness secured by this Deed of Trust and shall be paid by Trustor to Beneficiary on demand.

SECTION 3.15 Subrogation. To the extent that Beneficiary, on or after the date hereof, pays any sum due under any provision of any Legal Requirement or any instrument creating any lien prior or superior to the lien of this Deed of Trust, Beneficiary shall have and be entitled to a lien on the Collateral equal in priority to the lien discharged, and Beneficiary shall be subrogated to, and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of such lien, which shall remain in existence and benefit Beneficiary in securing the Trustor's Guaranty of the Obligations.

SECTION 3.16 Remedies, etc., Cumulative. Each right, power and remedy of Beneficiary provided for in this Deed of Trust, the Credit Agreement, or any other Loan Document, or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Deed of Trust, the Credit Agreement or any other Loan Document, or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Beneficiary of any one or more of the rights, powers or remedies provided for in this Deed of Trust, the Credit Agreement, or any other Loan Document, or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Beneficiary of any or all such other rights, powers or remedies. Without limiting the foregoing, the foreclosure of all or any part of the Collateral shall not prohibit Beneficiary from obtaining a deficiency judgment against Trustor.

SECTION 3.17 Provisions Subject to Applicable Law. All rights, powers and remedies provided in this Deed of Trust may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Deed of Trust invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Deed of Trust or any application thereof shall be invalid or unenforceable, the remainder of this Deed of Trust and any other application of such term shall not be affected thereby.

SECTION 3.18 No Waiver, etc. No failure by Beneficiary to insist upon the strict performance of any term hereof or of the Credit Agreement, or of any other Loan Document, or to exercise any right, power or remedy consequent upon a breach hereof or thereof, shall constitute a waiver of any such term or of any such breach. No waiver of any breach shall affect or alter this Deed of Trust, which shall continue in full force and effect with respect to any other then existing or subsequent breach. By accepting payment or performance of any amount or

other obligations secured hereby before or after its due date, Beneficiary shall not be deemed to have waived its right either to require prompt payment or performance when due of all other amounts payable or obligations due hereunder or to declare a default for failure to effect such prompt payment.

SECTION 3.19 Compromise of Actions, etc.. Any action, suit or proceeding brought by Beneficiary pursuant to any of the terms of this Deed of Trust, the Credit Agreement, any Loan Document or otherwise, and any claim made by Beneficiary hereunder or thereunder, may be compromised, withdrawn or otherwise dealt with by Beneficiary without any notice to or approval of Trustor, except as otherwise provided herein.

ARTICLE IV.

DEFINITIONS

SECTION 4.1 General. Capitalized terms that are used herein but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

SECTION 4.2 Specific Defined Terms. As used herein, the following terms shall have the following meanings:

"Alteration Threshold Amount" shall mean One Million Dollars (\$1,000,000).

"Assignment of Leases and Rents" shall have the meaning ascribed thereto in the Credit Agreement.

"Default" shall mean any Event of Default or any condition or event which, after notice or lapse of time, or both, would constitute an Event of Default.

"Environmental Law" shall have the meaning ascribed thereto in the Credit Agreement.

"Exempt Transfers" shall have the meaning ascribed thereto in the Credit Agreement.

"Guaranty" shall have the meaning ascribed thereto in the Credit Agreement.

"Hazardous Material" shall have the meaning ascribed thereto in the Credit Agreement.

"Home Building Asset" shall have the meaning ascribed thereto in the Credit Agreement.

"herein", "hereof", "hereto", and "hereunder" and similar terms refer to this Deed of Trust and not to any particular Section, paragraph or provision of this Deed of Trust .

"Legal Requirements" shall mean all applicable laws, statutes, ordinances, rulings, regulations, codes, decrees, orders, judgments, conditions, restrictions and requirements of any governmental authority (including those relating to fire, health, safety, sanitation, historical preservation, zoning, environmental protection, toxic wastes or building requirements).

"Non-Affiliate Exempt Transfer" shall mean any Exempt Transfer other than a transfer within the scope of subsection (i) of the definition of same (as set forth in Section 1.1 of the Credit Agreement).

"Obligations" shall have the meaning ascribed thereto in the Guaranty.

"Person" shall mean a corporation, an association, a partnership, an organization, a business, an individual, a government or political subdivision thereof or a governmental agency or officer.

"Release" shall have the meaning ascribed thereto in the Credit Agreement.

"Release Parcel" shall mean those subdivision parcels of the Land which are to be sold on a retail basis (i.e., not in bulk sales). Any Release Parcel shall be situated wholly on a tax lot separate from the Remaining Parcel.

"State" shall mean the State of California.

SECTION 4.3 Use of Defined Terms. Terms for which meanings are provided in this Deed of Trust shall, unless otherwise defined or the context otherwise requires, have such meanings when used in any certificate and any opinion, notice or other communication delivered from time to time in connection with this Deed of Trust or pursuant thereto.

ARTICLE V.

MISCELLANEOUS

SECTION 5.1 Further Assurances; Financing Statements.

Section 5.1.1 Further Assurances. Trustor, at its expense, will execute, acknowledge and deliver all such instruments and take all such other action as Beneficiary from time to time may reasonably request:

(a) to better subject to the lien and security interest of this Deed of Trust all or any portion of the Collateral,

(b) to perfect, publish notice or protect the validity of the lien and security interest of this Deed of Trust,

(c) to preserve and defend the title to the Collateral and the rights of Beneficiary therein against the claims of all Persons as long as this Deed of Trust shall remain undischarged,

(d) to better subject to the lien and security interest of this Deed of Trust or to maintain or preserve the lien and security interest of this Deed of Trust with respect to any replacement or substitution for any Improvements or any other after-acquired property, or

(e) in order to further effectuate the purposes of this Deed of Trust and to carry out the terms hereof and to better assure and confirm to Trustee and Beneficiary their respective rights, powers and remedies hereunder.

Section 5.1.2 Financing Statements. Notwithstanding any other provision of this Deed of Trust, Trustor hereby agrees that, without notice to or the consent of Trustor, Beneficiary may file with the appropriate public officials such financing statements, continuation statements, amendments and similar documents as are or may become necessary to perfect, preserve or protect the security interest granted by this Deed of Trust. Beneficiary shall promptly thereafter deliver copies of such statements to Trustor.

SECTION 5.2 Additional Security. Without notice to or consent of Trustor, and without impairment of the security interest and lien and rights created by this Deed of Trust, Beneficiary may accept from Trustor or any other Person additional security for the Loans, the Guaranty and/or the Obligations. Neither the giving of this Deed of Trust nor the acceptance of any such additional security shall prevent Beneficiary from resorting first to such additional security, or first to the security created by this Deed of Trust, or concurrently to both, in any case without affecting Beneficiary's lien and rights under this Deed of Trust.

SECTION 5.3 Reconveyance by Trustee. Upon written request of Beneficiary stating that all Obligations have been paid and fully performed, and upon surrender by Beneficiary of this Deed of Trust and the Guaranty to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees and the costs and expenses of executing and recording any requested reconveyance, Trustee shall reconvey to Trustor, or to the person or persons legally entitled thereto, without warranty, any portion of the Collateral then held hereunder. The recitals in any such reconveyance of any matter or fact shall be conclusive proof of the truthfulness thereof. The grantee in any such reconveyance may be described as "the person or persons legally entitled thereto."

SECTION 5.4 Notices, etc. All notices and other communications provided to Trustee, Trustor or Beneficiary under this Deed of Trust shall be in writing or by facsimile and addressed, delivered or transmitted to the parties at its address or facsimile number as set forth in the first paragraph of this Deed of Trust or at such other address or facsimile number as may be designated by any party in a notice to the other parties. Unless otherwise provided herein, all notices, requests, demands, directions or other communications herein required or permitted to be given shall be in writing and may be personally served, telecopied, telexed or sent by mail and shall be deemed to have been given when delivered in person, upon receipt of telecopy or telex against receipt of answer back, four Business Days after depositing it in the mail, registered or certified, with postage prepaid and properly addressed or, if given by FedEx or other nationally recognized overnight courier providing evidence of delivery, on the earlier of receipt or one (1) business day after the date sent; provided that, in all cases, notices shall not be effective until received.

SECTION 5.5 Waivers, Amendments, etc. The provisions of this Deed of Trust may be amended, discharged or terminated and the observance or performance of any provision of this Deed of Trust may be waived, either generally or in a particular instance and either

retroactively or prospectively, only by an instrument in writing executed by Trustor and Beneficiary.

SECTION 5.6 Headings. The various headings of this Deed of Trust and of each instrument executed pursuant hereto are inserted for convenience only and shall not affect the meaning or interpretation of this Deed of Trust or any provisions hereof or thereof.

SECTION 5.7 Section References; Other Conventions. Unless specified otherwise, all references herein to particular Articles, Sections or paragraphs are references to Articles, Sections or paragraphs of this Deed of Trust. The term "including" shall be deemed to mean "including, without limitation." All schedules and exhibits attached hereto are incorporated herein and made a part of this Deed of Trust by reference.

SECTION 5.8 Currency. Unless otherwise expressly stated, all references to any currency or money, or any dollar amount, or amounts denominated in "Dollars" herein will be deemed to refer to the lawful currency of the United States.

SECTION 5.9 Governing Law. THIS DEED OF TRUST SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK; PROVIDED, HOWEVER, THAT THE PERFECTION, VALIDITY AND ENFORCEMENT OF THIS DEED OF TRUST, TO THE EXTENT THE SAME INVOLVES THE CREATION, PERFECTION, VALIDITY AND ENFORCEMENT OF THE LIEN AND/OR THE SECURITY INTERESTS AGAINST PROPERTY LOCATED IN THE STATE, ARE INTENDED TO BE GOVERNED BY THE LAWS OF THE STATE.

SECTION 5.10 Successors and Assigns, etc. This Deed of Trust shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 5.11 Waiver of Jury Trial; Submission to Jurisdiction.

(a) EACH OF TRUSTOR AND BENEFICIARY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS DEED OF TRUST, THE CREDIT AGREEMENT, ANY LOAN DOCUMENT OR ANY OTHER RELATED INSTRUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF TRUSTOR OR BENEFICIARY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR BENEFICIARY TO ENTER INTO THIS DEED OF TRUST.

(b) FOR THE PURPOSE OF ANY ACTION OR PROCEEDING INVOLVING THIS DEED OF TRUST, THE CREDIT AGREEMENT, OR ANY OTHER LOAN DOCUMENT, TRUSTOR HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ALL FEDERAL AND STATE COURTS LOCATED IN THE STATE AND CONSENTS THAT IT MAY BE SERVED WITH ANY PROCESS OR PAPER BY REGISTERED MAIL OR BY PERSONAL SERVICE WITHIN OR

WITHOUT THE STATE IN ACCORDANCE WITH APPLICABLE LAW, PROVIDED A REASONABLE TIME FOR APPEARANCE IS ALLOWED. TRUSTOR EXPRESSLY WAIVES, TO THE EXTENT IT MAY LAWFULLY DO SO, ANY OBJECTION, CLAIM OR DEFENSE WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF THIS DEED OF TRUST, THE CREDIT AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY SUCH COURT, IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM AND FURTHER IRREVOCABLY WAIVES THE RIGHT TO OBJECT, WITH RESPECT TO ANY SUCH CLAIM, SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER THE PERSON OF TRUSTOR.

SECTION 5.12 Severability. Any provision of this Deed of Trust, the Credit Agreement, or any other Loan Document, which is prohibited or unenforceable in any jurisdiction shall, as to such provision and such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Deed of Trust, the Credit Agreement, or such Loan Document or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 5.13 Loan Document. This Deed of Trust is a Loan Document executed pursuant to the Credit Agreement and, unless otherwise expressly indicated herein, shall be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 5.14 Usury Savings Clause. It is the intention of Trustor and Beneficiary to conform strictly to the usury laws governing the Loan Documents, and any interest payable under the Loan Documents shall be subject to reduction to the amount not in excess of the maximum non-usurious amount allowed under such laws, as construed by the courts having jurisdiction over such matters. In the event the maturity of the Obligations is accelerated by reason of any provision of the Loan Documents, or by reason of an election by Beneficiary resulting from an Event of Default, then earned interest may never include more than the maximum amount permitted by law, computed from the dates of each advance of loan proceeds under the Credit Agreement until payment, and any interest in excess of the maximum amount permitted by law shall be canceled automatically or, if theretofore paid, at the option of Beneficiary, shall be rebated to Trustor, or shall be credited on the principal amount of the Obligations or, if all principal has been repaid, then the excess shall be rebated to Trustor. If any interest is canceled, credited against principal or rebated to Trustor in accordance with the foregoing sentence and, if thereafter the interest payable hereunder is less than the maximum amount permitted by applicable law, the rate hereunder shall automatically be increased to the maximum extent possible to permit repayment to Beneficiary as soon as possible of any interest in excess of the maximum amount permitted by law which was earlier canceled, credited against principal or rebated to Beneficiary pursuant to the provisions of the foregoing sentence.

SECTION 5.15 Conflict with Other Loan Documents. In the event of any conflict between (i) the provisions of the Credit Agreement or the Guaranty and the provisions of this Deed of Trust, the applicable provisions of the Credit Agreement or the Guaranty shall govern and control to the extent of such conflict or (ii) the provisions of the Assignment of Leases and

Rents relating to the Property and the provisions of this Deed of Trust, the applicable provisions of the Assignment of Leases and Rents shall govern and control to the extent of such conflict.

SECTION 5.16 Beneficiary's Agreement. Beneficiary, by its acceptance of the execution, delivery and benefits of this Deed of Trust and the covenants, representations and agreements on the part of Trustor herein contained, agrees to perform and observe all obligations on the part of Beneficiary to be performed or observed hereunder.

SECTION 5.17 Multi-site Real Estate Transaction. Trustor acknowledges that this Deed of Trust is one of a number of other Deeds of Trust and Security Documents (collectively, the "Other Deeds of Trust") that secure the Guaranty and/or the Obligations. Trustor agrees that the lien of this Deed of Trust shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Beneficiary and without limiting the generality of the foregoing, the lien hereof shall not be impaired by any acceptance by the Beneficiary of any security for the Guaranty or for the Obligations or of any guarantees of any of the Obligations, or by any failure, neglect or omission on the part of Beneficiary to realize upon or protect any Obligation or the Guaranty or any collateral security therefor (including the Other Deeds of Trust). The lien hereof shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or disposition of any of the Obligations or of any of the collateral security therefor or for the Guaranty, including the Other Deeds of Trust or of any guarantee thereof, and Beneficiary may at its discretion foreclose, exercise any power of sale, or exercise any other remedy available to it under any or all of the Other Deeds of Trust, without first exercising or enforcing any of its rights and remedies hereunder. Such exercise of Beneficiary's rights and remedies under any or all of the Other Deeds of Trust shall not in any manner impair the Obligations, the Guaranty or the lien of this Deed of Trust and any exercise of the rights or remedies of Beneficiary hereunder shall not impair the lien of any of the Other Deeds of Trust or any of Beneficiary's rights and/or remedies thereunder. Trustor specifically consents and agrees that Beneficiary may exercise its rights and remedies hereunder and under the Other Deeds of Trust separately or concurrently and in any order that it may deem appropriate and waives any rights of subrogation.

SECTION 5.18 Trust Irrevocable; No Offset. The trust created hereby is irrevocable by Trustor. No offset or claim that Trustor now or may in the future have against Beneficiary shall relieve Trustor from its obligations under the Guaranty or performing any obligation contained herein or secured hereby.

SECTION 5.19 Appointment of Successor Trustee. Trustee or any successor acting hereunder may resign and thereupon be discharged of the trusts hereunder upon thirty (30) days' written notice to Beneficiary. Regardless of whether such resignation occurs, Beneficiary may, from time to time, substitute a successor or successors to any Trustee named herein or acting hereunder in accordance with any statutory procedure for such substitution; or if Beneficiary, in its sole discretion, so elects, Beneficiary may substitute such successor or successors by recording in the office of the recorder of the county or counties where the Property is situated, an instrument executed by Beneficiary, and containing the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee, which instrument shall be conclusive

proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the predecessor Trustee, succeed to all its title, estate, rights, powers and duties hereunder.

SECTION 5.20 Execution of Instruments by Trustee. At any time, and from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Guaranty for endorsement, and without affecting the personal liability of any person for payment of the Guaranty or the performance of any obligation secured hereby or the effect of this Deed of Trust upon the remainder of said Collateral, Trustee may (i) reconvey any part of said Collateral, (ii) consent in writing to the making of any map or plat thereof, (iii) join in granting any easement thereon, or (iv) join in any extension agreement, agreement subordinating the lien or charge hereof, or other agreement or instrument relating hereto or to the Collateral or any portion thereof.

SECTION 5.21 Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

ARTICLE VI.

STATE-SPECIFIC PROVISIONS

SECTION 6.1 Beneficiary Statements. For any statement or accounting requested by Trustor or any other entitled person pursuant to Section 2943 or Section 2954 of the California Civil Code or any other provision of applicable law, or for any other document furnished to Trustor by Beneficiary, Beneficiary may charge the maximum amount then permitted by law or, if there is no such maximum, then in accordance with Beneficiary's reasonable and customary charges therefor or the actual cost reasonably incurred by Beneficiary, whichever is greater.

SECTION 6.2 Fixture Filing. This Deed of Trust covers certain property which is or is to become fixtures relating to the Land and constitutes a "fixture filing" with respect to such property and has been executed by Trustor (as "debtor") in favor of Beneficiary (as "secured party"). Trustor's organizational number is 200812010207. Trustor is the record owner of the land.

SECTION 6.3 Applicability of Certain Environmental Statutes. Trustor hereby acknowledges and agrees that, to the extent that any of the statutory provisions (the "Incorporated Provisions") described below (each of which is applicable to the trustor under a deed of trust which secures obligations of such trustor) would otherwise be inapplicable to this Deed of Trust as a result of the fact that this Deed of Trust from time to time secures obligations of persons or entities other than Trustor, each such Incorporated Provision shall be deemed incorporated herein by this reference, and each such Incorporated Provision shall therefore apply to Trustor and this Deed of Trust:

(a) All rights of a secured lender under Section 2929.5 of the California Civil Code and under Sections 564(c) and 564(d) of the California Code of Civil Procedure.

(b) All rights and remedies of a secured lender under Section 726.5 of the California Code of Civil Procedure.

(c) All rights and remedies of a secured lender under Section 736 of the California Code of Civil Procedure with respect to any "environmental provisions" (as defined in that Section) made by Trustor or any other person or entity in this Deed of Trust or any other Loan Document. Subparagraph (a) of such Section 736 provides, among other things, that an action by a secured lender for the breach of such an "environmental provision" in accordance with such Section 736 shall not constitute an "action" for purposes of Section 726(a) of the California Code of Civil Procedure, and shall also not constitute a money judgment for a deficiency or a deficiency judgment within the meaning of Section 580a, 580b, 580d or 726(b) of the California Code of Civil Procedure, and, without limiting the generality of the first sentence of this paragraph, Trustor specifically agrees that the foregoing limitations with respect to the applicability of such Sections 726(a), 580a, 580b, 580d and 726(b) shall apply to this Deed of Trust (pursuant to the Incorporated Provisions) in connection with the enforcement by Beneficiary of such an "environmental provision" made by Trustor or any other person in connection with the Secured Obligations, to the same extent that such limitations would apply in connection with (i) the enforcement of an "environmental provision" made by the applicable Borrower and (ii) a deed of trust executed by such Borrower rather than by Trustor.

(d) Beneficiary acknowledges that the intent of this Section is to make any otherwise inapplicable Incorporated Provision applicable to Trustor, but only to the extent that the reason that such provision would otherwise be inapplicable is solely (A) that Trustor is not the "Borrower" under the Credit Agreement and/or the Obligations, and/or (B) that the "environmental provision" being enforced by Beneficiary in accordance with Section 736 of the California Code of Civil Procedure, although made in connection with the Credit Agreement and/or the Obligations, either (1) was not made by the "Borrower" with respect to the Credit Agreement and/or one or more of the Obligations or (2) was not made by Trustor.

ARTICLE VII.

RELEASE PARCEL.

SECTION 7.1 Release.

Section 7.1.1 At any time, Trustor may cause any Release Parcel to be released from the lien of this Deed of Trust, but only upon the satisfaction of all of the following conditions prior to the date requested for such release (the "Release Date"):

(a) No Event of Default shall have occurred and be continuing as of the Release Date;

(b) Trustor requests that Beneficiary or Trustor's attorney release a Release Parcel ("Trustor's Request"). Such Trustor's Request shall be deemed Trustor's representation that (i) the Release Parcel has been formally designated as a distinct tax lot separate and legally subdivided from the remainder of the Land and the Improvements and that the portion of the Property remaining after giving effect to the release (the "Remaining Parcel"), including the

location, existence, use, occupancy and operation thereof, is in compliance with the terms of this Deed of Trust and all applicable Legal Requirements, (ii) the sale of the Release Parcel will not adversely affect the marketability of the Remaining Parcel and (iii) after giving effect to the sale of the Release Parcel, Trustor shall be in compliance with all of the terms and provisions of the Credit Agreement (including Article VIII therein) and the other Loan Documents. In addition, Beneficiary may require an Officer's Certificate in respect to the matters described in subdivisions (i), (ii) and (iii) above. Beneficiary agrees that it shall, within ten (10) Business Days of a request therefor, consent to an appropriate subdivision of the Property in order to create a separate tax lot for the Release Parcel;

(c) The Release Parcel shall be designated by an adequate legal description;

(d) The release shall occur contemporaneously with the transfer of fee title to the Release Parcel, as part of an arm's-length sale to a Person who is not Trustor or an Affiliate of Trustor or as part of a Non-Affiliate Exempt Transfer; and

(e) Trustor or its attorney shall, at Trustor's sole cost and expense, prepare any agreements or instruments reasonably requested by Trustor to release and terminate the lien of this Deed of Trust (including termination of all UCC financing statements and assignments of leases and rents associated with this Deed of Trust) (the "Release Documents") with respect to one or more Release Parcels, the form of which shall be subject to the approval of Beneficiary (and provided that any such release and termination shall be without recourse to Beneficiary and made without any representation or warranty), and Trustor shall pay all costs reasonably incurred by Beneficiary (including Attorney Costs) in connection with the review, execution and delivery of such Release Documents.

Section 7.1.2 Upon at least ten (10) Business Days prior notice thereof from Trustor, Beneficiary will execute and deliver to Trustor's attorney (whose identity shall be subject to Beneficiary's reasonable approval) ("Trustor's Attorney"), for delivery to Trustor, or its designee, pursuant to this Article VII, the Release Documents as to a Release Parcel or Release Parcels identified by Trustor. Without limiting the general applicability of the foregoing, provided that all other requirements and conditions set forth herein and in the Credit Agreement have been met (including, without limitation, the conditions set forth in Section 7.1.1 above), it is understood and agreed that (1) Home Building Assets may constitute Release Parcel(s) in respect of which Trustor may send Beneficiary such notice for Release Documents and (2) if requested, Release Documents shall be so executed and delivered in escrow in respect of all lots within an applicable subdivision, tract or phase thereof, with unavailable information left blank for completion by Trustor's Attorney prior to release. Notwithstanding any provision to the contrary in this Deed of Trust, the following provisions shall apply so long as Trustor's Attorney does not have actual notice in writing by Beneficiary or Beneficiary's attorney to cease this practice: Trustor's Attorney, on behalf of the Beneficiary, may execute and deliver the Release Documents as to a Release Parcel or Release Parcels identified by Trustor; Trustor's Attorney is designated as Beneficiary's agent and authorized signatory with respect to the execution and delivery of the Release Documents only; the authority to deliver Release Documents includes the authority to record Release Documents; and such execution and delivery shall have the same force and effect as if such Release Documents had been executed by Beneficiary and each grantee who acquires a Release Parcel shall be entitled to rely on any Release Document so executed without inquiring

as to whether the conditions of such Release Documents have been met. Trustor's Attorney shall have no liability with respect to anyone relating to or arising out of the execution or delivery of any Release Document or failure to execute or deliver any Release Documents so long as Trustor's Attorney receives Trustor's Request. Beneficiary may terminate, in its sole discretion, Trustor's Attorney's authorization to execute, deliver and record Release Documents on behalf of Beneficiary upon written notice to Trustor and Trustor's Attorney. Each of Trustor and Beneficiary at all times releases and shall defend and indemnify Trustor's Attorney from any and all claims, losses and liability, by whomsoever asserted or sustained, arising out of Trustor's Attorney's execution or delivery of any Release Documents, or failure to execute or deliver any Release Documents. Notwithstanding the fact that Trustor's Attorney shall be entitled to execute Release Documents using the title of "Agent" of Beneficiary, Trustor's Attorney shall have no fiduciary or contractual duties, nor duties of care, loyalty, or otherwise, to Beneficiary. Trustor's Attorney shall be entitled to rely upon the terms of this paragraph as a third party beneficiary.

Section 7.1.3 Beneficiary may direct Trustor's Attorney (and Trustor shall cause Trustor's Attorney to comply) to destroy any Release Documents then held by Trustor's Attorney if Beneficiary reasonably believes that: (a) an Event of Default has occurred and is then continuing, (b) a Potential Event of Default has occurred and is then continuing or (c) the conditions set forth in Section 7.1.1 above have not and will not occur with respect to the subject of such Release Documents. In the event of either (a), (b) or (c) of the immediately preceding sentence, Beneficiary shall have the right to revoke Trustor's Attorney's authorization to execute and deliver Release Documents by actually delivering to Trustor's Attorney written notice of such revocation. Such revocation shall not be effective until such Trustor's Attorney has actually received and has actual knowledge of the written revocation. Trustor's Attorney shall have no duty to retrieve any Release Documents already delivered or en route to escrow or others; however, Beneficiary may instruct escrow not to record or deliver any Release Document if an Event of Default shall occur and be continuing.

Section 7.1.4 The direction of Trustor shall be deemed the representation of Trustor that the conditions set forth in Section 7.1.1. (a) - (e) shall be applicable to such Release Parcel and Trustor's Attorney is hereby authorized, at the direction of Trustor, to then deliver the Release Documents to Trustor or its designee (e.g., an escrow agent, title company or party acquiring the Release Parcel) and to record and/or file the Release Documents in the applicable public land records. Upon the release and termination of Beneficiary's security interests and liens under this Deed of Trust and the other Security Documents relating to a Release Parcel, all references in this Deed of Trust and the other Security Documents relating to such Release Parcel shall be deemed deleted, except as otherwise provided herein with respect to indemnities or except as otherwise provided in any of the other Security Documents, but in no event shall Beneficiary be deemed to have any continuing interest or lien in the Release Parcel. Nothing in this Article VII shall be deemed to relieve Trustor from liability to Beneficiary for improperly directing Trustor's Attorney to execute or deliver Release Documents.

Section 7.1.5 Beneficiary or Trustor's Attorney, at the request of Trustor, shall release, from time to time, from the lien of this Deed of Trust, Home Building Assets comprised of one (1) or more phases of a subdivision or subdivisions otherwise subject to one or more Mortgages as defined under the Credit Agreement so long as the aggregate number of Release

Parcels so released, but not yet conveyed by Trustor, shall not exceed one hundred (100) at any particular time.

SECTION 7.2 Applicability of Article. This Article VII shall be applicable only to Projects which are Home Building Assets (as defined in the Credit Agreement). Notwithstanding the foregoing, Beneficiary agrees that it shall cooperate to cause the prompt release of any Property (other than Home Building Assets) that is disposed of by Trustor in the manner required by, and in accordance with, Section 10.12 and other applicable provisions of the Credit Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

STATE OF California)
COUNTY OF Los Angeles) ss.

On June 15, 2009 before me, Darlene L. Beckles, a notary public, personally appeared Henry N. Millner, who proved to me on the basis of satisfactory evidence to be the persons whose names is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

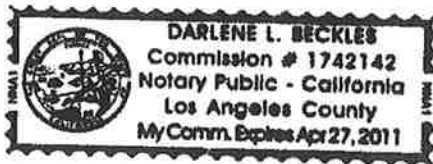
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Darlene L. Beckles (Seal)

Print/Type Name: Darlene L. Beckles
Notary Public, State of CA

My Commission expires: 4/27/2011

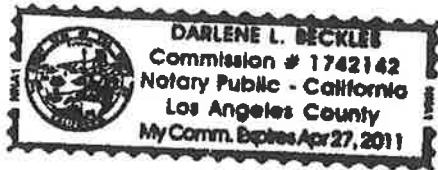


STATE OF California,
COUNTY OF Los Angeles) ss.

On June 15, 2009 before me, Darlene L. Beckler, a notary public, personally appeared Mary J. Cornett, who proved to me on the basis of satisfactory evidence to be the persons whose names is subscribed to the within instrument and acknowledged to me that ~~he~~/she executed the same in ~~his~~/her authorized capacity, and that by ~~his~~/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



Darlene L. Beckler (Seal)

Print/Type Name: Darlene L. Beckler
Notary Public, State of CA

My Commission expires: 4/27/2011

EXHIBIT A

Legal Description of the Land

PARCEL 1:

THOSE PORTIONS OF THE SECOND CLASS LAND ALLOTTED TO P. YORBA AND TO W. MC KEE AND THAT PORTION OF THE SECOND AND THIRD CLASS LANDS ALLOTTED TO JESUS WILSON DE SHORB AND THAT PORTION OF THE SECOND AND THIRD CLASS LANDS ALLOTTED TO R. G. DE LA RIVA BY DECREE OF PARTITION RENDERED FEBRUARY 3, 1874 IN THE DISTRICT COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF LOS ANGELES, IN CASE NO 1978 AND SHOWN ON A MAP FILED IN SAID CASE, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 6, 1874 IN BOOK 28, PAGE 158 OF DEEDS, RECORDS OF SAID LOS ANGELES COUNTY, CALIFORNIA, TOGETHER WITH THOSE PORTIONS OF SECTIONS 17 AND 18 IN TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, BOUNDED AS FOLLOWS:

NORTHERLY BY THAT CERTAIN BOUNDARY LINE DESCRIBED IN BOUNDARY LINE AGREEMENTS, RECORDED OCTOBER 19, 1973 IN BOOK 10953, PAGE 171; NOVEMBER 16, 1973 IN BOOK 10993, PAGE 390; NOVEMBER 30, 1973 IN BOOK 11009, PAGE 596; DECEMBER 5, 1973 IN BOOK 11014, PAGE 700 AND JANUARY 17, 1974 IN BOOK 11059, PAGE 228, OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, EASTERLY BY THAT CERTAIN LINE DESCRIBED IN A BOUNDARY LINE AGREEMENT BETWEEN ANAHEIM UNION WATER COMPANY AND SAMUEL DAKIN AND OTHERS RECORDED FEBRUARY 14, 1974 IN BOOK 11076, PAGE 405 OF SAID OFFICIAL RECORDS, WESTERLY BY THAT CERTAIN LINE DESCRIBED IN AN AGREEMENT RECORDED JULY 15, 1957 IN BOOK 3973, PAGE 485 OF SAID OFFICIAL RECORDS, AND SOUTHERLY BY THE NORTHERLY LINE OF PARCEL 2 AS SHOWN ON A MAP FILED IN BOOK 121, PAGES 16 AND 17 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, CALIFORNIA.

EXCEPT THEREFROM, ALL OIL, OIL RIGHTS, NATURAL GAS RIGHTS, MINERAL RIGHTS AND OTHER HYDROCARBON SUBSTANCES BY WHATEVER NAME KNOWN, TOGETHER WITH APPURTENANT RIGHTS THERETO, WITHOUT, HOWEVER, ANY RIGHTS TO ENTER UPON THE SURFACE OF SAID LAND NOR ANY PORTION OF THE SUBSURFACE LYING ABOVE A DEPTH OF 500 FEET, AS EXCEPTED OR RESERVED IN INSTRUMENTS OF RECORD.

PARCEL 2:

PARCEL 2, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 121 PAGES 16 AND 17 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM, ALL OIL, OIL RIGHTS, NATURAL GAS RIGHTS, MINERAL RIGHTS AND OTHER HYDROCARBON SUBSTANCES BY WHATEVER NAME KNOWN, TOGETHER WITH APPURTENANT RIGHTS THERETO, WITHOUT, HOWEVER, ANY RIGHTS TO ENTER UPON THE SURFACE OF SAID LAND NOR ANY PORTION OF THE SUBSURFACE LYING ABOVE A DEPTH OF 500 FEET, AS EXCEPTED OR RESERVED IN INSTRUMENTS OF RECORD.

Assessors Parcel Numbers:

351-031-06

351-751-01

351-772-02

351-783-04

351-791-14

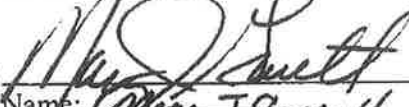
C&C Yorba Linda
Orange County, CA

IN WITNESS WHEREOF, Trustor has caused this Deed of Trust to be duly executed as of the day and year first above written.

TRUSTOR:

CASTLE & COOKE YORBA LINDA, LLC,
a California limited liability company

By:  Henry W. Millner
Name: ~~Henry W. Millner~~
Title: VP & Treasurer

By:  Mary J. Garnett
Name: Mary J. Garnett
Title: VP & Asst. Secretary

CHICAGO TITLE COMPANY

Recorded in Official Records, Orange County

Tom Daly, Clerk-Recorder



30.00

2010000413100 08:00am 08/25/10

65 404 A17 9

0.00 0.00 0.00 0.00 24.00 0.00 0.00 0.00

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Leila Rachlin, Esq.
White & Case LLP
1155 Avenue of the Americas
New York, New York 10036
1111788-0111

Space Above This Line For Recorder's Use Only

FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FINANCING STATEMENT AND TO ASSIGNMENT OF
LEASES AND RENTS

THIS FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT AND TO ASSIGNMENT OF LEASES AND RENTS (this "Amendment"), is made as of August 24, 2010, by and between CASTLE & COOKE YORBA LINDA, LLC, a California limited liability company, having an address at c/o Castle & Cooke, Inc., 10900 Wilshire Boulevard, 16th floor, Los Angeles, California 90024, as the Trustor (the "Trustor"), and DEUTSCHE BANK TRUST COMPANY AMERICAS, having an address at 60 Wall Street, Tenth Floor, New York, New York 10005, as administrative agent and collateral agent for the Lenders (as such term is hereinafter defined) under the Credit Agreement referred to below (together with its successors and assigns from time to time acting as administrative agent and collateral agent under such Credit Agreement, "Beneficiary"). Except as otherwise defined herein, terms used herein and defined in the Credit Agreement referred to below shall be used herein as so defined.

WITNESSETH:

WHEREAS, MURDOCK REALTY, LLC, a Delaware limited liability company (the "Borrower"), the lenders party thereto and Deutsche Bank Trust Company Americas, as Agent (the "Agent") previously entered into the Amended and Restated Credit Agreement, dated as of August 22, 2007 (as amended, supplemented or otherwise modified prior to the date hereof, the "Existing Agreement");

WHEREAS, the Existing Agreement has been amended and restated in its entirety pursuant to the Second Amended and Restated Credit Agreement, dated as of the date hereof, among the Borrower, the lenders party thereto (the "Lenders") and the Agent (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered Notes to the Lenders in order to evidence (a) the conversion of \$25,000,000 of the

910075727-x59

aggregate principal amount of the Existing Loans to Revolving Credit Loans in the same aggregate principal amount, (b) the continuation of \$182,205,693.42 of the aggregate principal amount of the Existing Loans as Term Loans and (c) the establishment of a \$5,000,000 Swing Line Advance facility;

WHEREAS, Trustor is a Subsidiary of Borrower, and has entered into an Amended and Restated Subsidiary Guaranty (as reaffirmed by Trustor pursuant to a Reaffirmation Agreement, dated as of the date hereof, and as amended, amended and restated, supplemented or modified from time to time, the "Guaranty"), whereby the Trustor guaranteed the Obligations (as defined in the Guaranty) of the Borrower under or with respect to the Credit Agreement and the other Loan Documents; WHEREAS, the Trustor is the owner of fee simple title to the Property (as hereinafter defined);

WHEREAS, in connection with the Guaranty, the Trustor executed (i) a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement, dated as of June 22, 2009 for the benefit of Beneficiary, as administrative agent and collateral agent for the Lenders, and recorded on June 23, 2009, as document number 2009000328239, in the Office of the County Clerk of Orange County, California (the "Clerk's Office") (as amended, amended and restated, modified or supplemented from time to time, the "Deed of Trust") encumbering certain real property (the "Property") more particularly described on Exhibit A annexed hereto, and (ii) an Assignment of Leases and Rents, dated as of June 22, 2009, made by the Trustor, as Assignor for the benefit of the Beneficiary, as administrative agent and collateral agent for the Lenders, as Assignee, and recorded on June 23, 2009, as document number 2009000328240 in the Clerk's Office (as amended, amended and restated, modified or supplemented from time to time, the "Assignment"); and

WHEREAS, the Trustor desires to execute this Amendment pursuant to Section 5.1(a)(vii) of the Credit Agreement to confirm that each of the Deed of Trust and the Assignment remains in full force and effect and the liens and security interests and the priority of such liens and security interests granted pursuant thereto continue (without interruption) thereunder.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trustor hereby makes the following representations and warranties and hereby covenants and agrees with the Beneficiary as follows:

1. The fourth recital to each of the Deed of Trust and the Assignment is hereby deleted in its entirety and the following recital is inserted in each of the Deed of Trust and the Assignment in lieu thereof:

"WHEREAS, the Borrower's obligations under the Credit Agreement include, without limitation, (i) the payment of all amounts owing under certain Revolving Credit Notes, Term Loan Notes and Swing Line Note (as defined in the Credit Agreement) in the aggregate principal amount of up to \$207,205,693.42 and interest thereon, (ii) the payment of all amounts due with respect to Letters of Credit (as defined in the Credit Agreement), including, without limitation, unreimbursed drawings and obligations to furnish cash collateral as provided in the Credit Agreement, (iii) the payment of all Hedging Obligations (as defined in the Credit Agreement), and

(iv) the payment of all fees, costs, charges and other amounts, and the performance of all other obligations, under all of the Loan Documents.”

2. Page 1 of the Deed of Trust is hereby amended by inserting the following notice immediately below the header: “NOTICE: THE OBLIGATIONS SECURED HEREBY INCLUDE REVOLVING CREDIT OBLIGATIONS WHICH PERMIT BORROWING, REPAYMENT AND REBORROWING”.

3. Each reference in each of the Deed of Trust and the Assignment to (i) the “Credit Agreement” shall mean and be a reference to the Credit Agreement, (ii) the “Deed of Trust” shall be deemed to mean the Deed of Trust as amended hereby and (iii) the “Assignment” shall be deemed to mean the Assignment as amended hereby.

4. The Trustor hereby reaffirms each of the representations, warranties, covenants and agreements of the Trustor set forth in each of the Deed of Trust and the Assignment with the same force and effect as if each were separately stated herein and made as of the date hereof.

5. The liens, security interests, assignments and other rights evidenced by each of the Deed of Trust and the Assignment are hereby renewed, extended and modified to secure the Obligations (as defined in the Guaranty), as reaffirmed pursuant to the Reaffirmation Agreement, in accordance with this Amendment.

6. This Amendment is limited as specified and other than the specific amendments contained herein shall not constitute an amendment, modification or waiver of, or otherwise affect, in any way, any other provisions of the Deed of Trust or the Assignment. As amended hereby, the Deed of Trust and Assignment are ratified and confirmed in all respects.

7. This Amendment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

8. This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

9. THIS AMENDMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK; PROVIDED, HOWEVER, THAT THE PERFECTION, VALIDITY AND ENFORCEMENT OF THIS AMENDMENT TO THE EXTENT THE SAME INVOLVES THE CREATION, PERFECTION, VALIDITY AND ENFORCEMENT OF THE LIEN AND SECURITY INTERESTS AGAINST PROPERTY LOCATED IN THE STATE, ARE INTENDED TO BE GOVERNED BY THE LAWS OF THE STATE.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

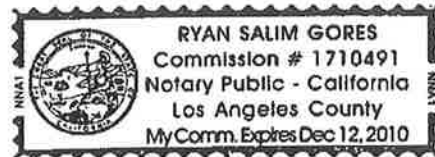
STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 18th day of August, 2010 before me, Ryan Salim Gores, a notary public in and for said county and state, personally appeared Rick H. Kline and Christine Dzwonczyk, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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 *Ryan Salim Gores*



[Seal]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first above written.

Trustor:

CASTLE & COOKE YORBA LINDA, LLC,
a California limited liability company

By: _____

Name:

Title:

By: _____

Name:

Title:

Beneficiary:

DEUTSCHE BANK TRUST COMPANY AMERICAS, as
Agent

By: _____

Name:  GEORGE R. REYNOLDS

Title: DIRECTOR

By: _____

Name:  JAMES ROLISON

Title: MANAGING DIRECTOR

Beneficiary:

ACKNOWLEDGMENT

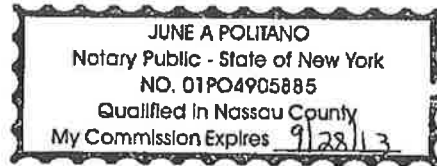
State of New York
County of New York

On August 18, 2010, before me, June A. Politano, Notary Public, personally appeared Gerie R. Reynolds and James Rolison, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ^{New York} ~~California~~ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

June A. Politano
Notary Public



(seal)

EXHIBIT A
Legal Description

PARCEL 1:

THOSE PORTIONS OF THE SECOND CLASS LAND ALLOTTED TO P. YORBA AND TO W. MC KEE AND THAT PORTION OF THE SECOND AND THIRD CLASS LANDS ALLOTTED TO JESUS WILSON DE SHORB AND THAT PORTION OF THE SECOND AND THIRD CLASS LANDS ALLOTTED TO R. G. DE LA RIVA BY DECREE OF PARTITION RENDERED FEBRUARY 3, 1874 IN THE DISTRICT COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF LOS ANGELES, IN CASE NO 1978 AND SHOWN ON A MAP FILED IN SAID CASE, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 6, 1874 IN BOOK 28, PAGE 158 OF DEEDS, RECORDS OF SAID LOS ANGELES COUNTY, CALIFORNIA, TOGETHER WITH THOSE PORTIONS OF SECTIONS 17 AND 18 IN TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, BOUNDED AS FOLLOWS:

NORTHERLY BY THAT CERTAIN BOUNDARY LINE DESCRIBED IN BOUNDARY LINE AGREEMENTS, RECORDED OCTOBER 19, 1973 IN BOOK 10953, PAGE 171; NOVEMBER 16, 1973 IN BOOK 10993, PAGE 390; NOVEMBER 30, 1973 IN BOOK 11009, PAGE 596; DECEMBER 5, 1973 IN BOOK 11014, PAGE 700 AND JANUARY 17, 1974 IN BOOK 11059, PAGE 228, OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, EASTERLY BY THAT CERTAIN LINE DESCRIBED IN A BOUNDARY LINE AGREEMENT BETWEEN ANAHEIM UNION WATER COMPANY AND SAMUEL DAKIN AND OTHERS RECORDED FEBRUARY 14, 1974 IN BOOK 11076, PAGE 405 OF SAID OFFICIAL RECORDS, WESTERLY BY THAT CERTAIN LINE DESCRIBED IN AN AGREEMENT RECORDED JULY 15, 1957 IN BOOK 3973, PAGE 485 OF SAID OFFICIAL RECORDS, AND SOUTHERLY BY THE NORTHERLY LINE OF PARCEL 2 AS SHOWN ON A MAP FILED IN BOOK 121, PAGES 16 AND 17 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, CALIFORNIA.

EXCEPT THEREFROM, ALL OIL, OIL RIGHTS, NATURAL GAS RIGHTS, MINERAL RIGHTS AND OTHER HYDROCARBON SUBSTANCES BY WHATEVER NAME KNOWN, TOGETHER WITH APPURTENANT RIGHTS THERETO, WITHOUT, HOWEVER, ANY RIGHTS TO ENTER UPON THE SURFACE OF SAID LAND NOR ANY PORTION OF THE SUBSURFACE LYING ABOVE A DEPTH OF 500 FEET, AS EXCEPTED OR RESERVED IN INSTRUMENTS OF RECORD.

PARCEL 2:

PARCEL 2, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 121 PAGES 16 AND 17 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM, ALL OIL, OIL RIGHTS, NATURAL GAS RIGHTS, MINERAL RIGHTS AND OTHER HYDROCARBON SUBSTANCES BY WHATEVER NAME KNOWN, TOGETHER WITH APPURTENANT RIGHTS THERETO, WITHOUT, HOWEVER, ANY RIGHTS TO ENTER UPON THE SURFACE OF SAID LAND NOR ANY PORTION OF THE SUBSURFACE LYING ABOVE A DEPTH OF 500 FEET, AS EXCEPTED OR RESERVED IN INSTRUMENTS OF RECORD.

Assessors Parcel Numbers:

351-031-06
351-751-01
351-772-02
351-783-04
351-791-14

C&C Yorba Linda
Orange County, CA

2/17

16

[EXECUTION VERSION]

Recording Requested by and
when Recorded Mail to:

Leila Rachlin, Esq.
White & Case LLP
1155 Avenue of the Americas
New York, New York 10036
1111788-0111

Recorded In Official Records, Orange County
Tom Daly, Clerk-Recorder

57.00

2009000328240 08:00am 06/23/09

120 49 A34 A36 16
0.00 0.00 0.00 0.00 45.00 0.00 0.00 0.00

Assessor's Parcel Nos:
351-031-06
351-751-01
351-772-02
351-783-04
351-791-14

ASSIGNMENT OF LEASES AND RENTS

Unrecorded lease

Dated and Effective as of June 22 2009

between

CASTLE & COOKE YORBA LINDA, LLC,
a California limited liability company

as Assignor,

for the benefit of

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as administrative agent and collateral agent,

as Assignee

910075727 - X59

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") made as of the 22 day of June, 2009, by and between CASTLE & COOKE YORBA LINDA, LLC, a California limited liability company, having an address at c/o Castle & Cooke, Inc., 10900 Wilshire Boulevard, 16th floor, Los Angeles, California 90024 (facsimile number: 310.824.7770) (together with its successors and assigns, "Assignor"), and DEUTSCHE BANK TRUST COMPANY AMERICAS, having an address at c/o Deutsche Bank Securities Inc., 200 Crescent Court, Suite 550, Dallas, Texas 75210, (facsimile number: 214.740.7910), as administrative agent and collateral agent for the Lenders (as such term is hereinafter defined) under the Credit Agreement referred to below (herein, together with its successors and assigns from time to time acting as administrative agent and collateral agent under the Credit Agreement, "Assignee"). Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Mortgage (as defined below).

WITNESSETH:

WHEREAS, Assignor is on the date of delivery hereof the owner of the fee title to, or the leasehold covering (as the case may be), the parcel or parcels of land described in Exhibit A attached hereto (the "Land") and the Improvements (the Land and the Improvements, collectively, the "Premises") (each parcel and parcels of Land and related Improvements and other Collateral, as defined in the Mortgage, which constitute a separate economic project or site are herein referred to as a "Project");

WHEREAS, MURDOCK REALTY, LLC, a Delaware limited liability company (the "Borrower"), the lenders party thereto and Deutsche Bank Trust Company Americas, as Agent (the "Agent") previously entered into the Amended and Restated Credit Agreement, dated as of August 22, 2007 (as amended, supplemented or otherwise modified prior to the date hereof, the "Original Agreement");

WHEREAS, the Original Agreement has been further amended by the Amendment to Amended and Restated Credit Agreement, dated as of the date hereof, among the Borrower, the lenders party thereto (the "Lenders") and the Agent (the "Amendment"; the Original Agreement, as amended by the Amendment is referred to herein as the "Credit Agreement");

WHEREAS, in connection with the Amendment, the Borrower has executed and delivered Notes to the Lenders in order to evidence (a) all Term Loans existing immediately prior to the effective date of the Amendment and (b) the conversion on such effective date of all Revolving Credit Loans outstanding on such date to Term Loans;

WHEREAS, Assignor is a Subsidiary of Borrower, and has entered into an Amended and Restated Subsidiary Guaranty (as reaffirmed by Trustor pursuant to a Reaffirmation Agreement, dated as of the date hereof, and as amended, amended and restated, supplemented or modified from time to time, the "Guaranty"), whereby the Trustor guaranteed the Obligations (as defined in the Guaranty) of the Borrower under or with respect to the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement);

WHEREAS, Assignor and Assignee are parties to a certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "Mortgage") which grants to Assignee a first priority lien on all of Assignor's right, title and interest in and to the Premises; and

WHEREAS, Assignor has duly authorized the execution, delivery and performance of this Assignment.

NOW, THEREFORE, Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby unconditionally, absolutely and presently, and not merely as the passing of a security interest, grants, transfers and assigns to Assignee the entire lessor's interest in and to all Leases (as defined below) covering or affecting all or any part of the Premises;

TOGETHER WITH all other leases, subleases and other rental or occupancy agreements now or hereafter made covering the Premises or any portion thereof, together with any extension or renewal of the same, this Assignment of other present and future leases and present and future rental agreements being automatically effective, without further or supplemental assignment, upon the execution of each such lease or other rental agreement;

TOGETHER WITH all rents, income, profits and Proceeds arising from the Leases and renewals thereof and together with all rents, income and profits for the use, enjoyment and occupation of the Premises (hereinafter collectively referred to as "Rents");

TOGETHER WITH Assignor's right to change, amend, cancel, terminate or otherwise modify the terms of any Leases, or to renew the same; and

TOGETHER WITH all advances or security deposits or other security for the Leases.

The leases, subleases and other rental or occupancy agreements described above, together with all other present and future leases, subleases and present and future rental or occupancy agreements, and any extension or renewal of the same, are hereinafter referred to as a "Lease" or collectively referred to as the "Leases".

THIS ASSIGNMENT is made for the purposes of securing the full, timely and proper performance of and compliance with each and every one of the obligations of the Trustor under the Guaranty, which include the obligations of the Trustor to pay the Obligations (as defined in the Guaranty), as reaffirmed pursuant to the Reaffirmation Agreement, in the event of Borrower's failure to pay the same, but subject to the limitations on recourse contained in the Guaranty, including all modifications, amendments, extensions and renewals, however evidenced, of the foregoing (collectively, the "Secured Obligations"); provided, however, that notwithstanding any provision in this Assignment or in any Loan Document to the contrary, the Secured Obligations shall not include any obligation or liability of Assignor, Borrower or any other Person arising under Section 11.11(b) of the Credit Agreement relating to Hazardous Materials (as defined therein) and/or under any separate agreement relating to Hazardous Materials which states that it is not secured by real property.

ASSIGNOR REPRESENTS AND WARRANTS to the Assignee that, except as specifically provided in the Leases: (a) no Rents have been paid by any Person in possession of any portion of the Premises for more than three (3) months in advance (except prepayments in the nature of security for the performance by such Person of its obligations under its Lease or estimated payments of annual operating costs and real estate taxes) and (b) the Assignor has not performed any acts, and has not executed any instruments that could reasonably be expected to prevent the Assignee from exercising its rights under this Assignment. As between the Assignor and the Assignee, the Assignor waives any rights to set-off disputed amounts due from any Person in possession of any portion of the Premises against sums due to the Assignee (but the Assignor shall not be deemed hereunder to have waived any rights or remedies against such Person).

ASSIGNOR COVENANTS with Assignee that Assignor (a) shall observe and perform in all material respects all the obligations imposed upon the lessor under the Leases and shall not do or permit to be done anything to impair the security thereof; (b) shall not collect any of the Rents more than three (3) months in advance; (c) shall not execute any other assignment of lessor's interest in the Leases or the Rents except in favor of Assignee; (d) shall not convey or transfer or suffer or permit a conveyance or transfer of the Premises or of any interest therein so as to effect a merger of the estates and rights of, or a termination or diminution of the obligations of, lessees thereunder; (e) shall not alter, modify or change the terms of any Lease or any guaranty of any Lease in any material respect or cancel or terminate such Lease or guaranty of Lease without the prior written consent of Assignee, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Assignee's consent shall not be required in connection with a Lease so long as either (1) the applicable Lease is demising less than one third (1/3) of the net rentable area of such Project or (2) the annual rent payable under the applicable Lease is less than two hundred fifty thousand dollars (\$250,000); (f) shall not consent to any assignment of or subletting under any Lease not in accordance with its terms without the prior written consent of Assignee, which consent shall not be unreasonably withheld or delayed; provided, however, that Assignee's consent shall not be required in connection with a Lease so long as either (1) the applicable Lease is demising less than one third (1/3) of the net rentable area of such Project or (2) the annual rent payable under the applicable Lease is less than two hundred fifty thousand dollars (\$250,000); (g) shall not waive, release, reduce, discount or otherwise discharge or compromise the payment of Rents accruing in respect of any portion of the Premises, except as may be approved in writing by the Assignee (which approval shall not be unreasonably withheld, conditioned or delayed) or as expressly provided in the existing Leases or as otherwise permitted pursuant to the terms of the Credit Agreement; provided, however, that Assignee's approval shall not be required in connection with a Lease so long as either (1) the applicable Lease is demising less than one third (1/3) of the net rentable area of such Project or (2) the annual rent payable under the applicable Lease is less than two hundred fifty thousand dollars (\$250,000); and (h) at Assignor's expense, shall execute and deliver, at the request of Assignee, all such further assurances, confirmations and assignments in connection with the Leases as Assignee shall from time to time require. With respect to each Lease, Assignor shall enforce all of the terms, covenants and conditions contained in the Lease upon the part of the lessee thereunder to be observed or performed, short of termination thereof.

THIS ASSIGNMENT is made on the foregoing and the following terms, covenants and conditions:

A. Assignee has the right to enter any or all of the Projects for the purpose of enforcing its rights under this Assignment. Nevertheless, subject to the terms of this Assignment hereinafter set forth, Assignee waives the right to enter the Projects for the purpose of collecting the Rents and grants Assignor the right to collect the Rents. Assignor shall comply with all provisions of the Mortgage requiring Assignor to hold the Rents in trust or to deliver all or portions of the Rents to Assignee. The right of Assignor to collect the Rents may be revoked by Assignee upon the occurrence and during the continuance of any Event of Default.

B. Upon or at any time after such an Event of Default has occurred and is continuing, Assignee may, at its option, without waiving such Event of Default, without notice and without regard to the adequacy of the security for the Secured Obligations, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of any or all of the Projects and have, hold, manage, lease and operate same on such terms and for such period of time as Assignee may deem proper, and either with or without taking possession of any or all of the Projects in its own name, demand, sue for or otherwise collect and receive all Rents, including, without limitation, all past due and unpaid Rents, and to make, from time to time, all alterations, renovations, repairs or replacements to the Premises as may seem proper to Assignee, and may apply the Rents to the payment of the following, in such order and proportion as Assignee in its sole discretion may determine, any custom or use to the contrary notwithstanding: (a) all reasonable expenses of managing and securing the Premises, including, without limitation, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Assignee may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Premises; and (b) the Secured Obligations, together with all costs and reasonable attorneys' fees and disbursements. In addition to the rights which Assignee may have herein, upon an acceleration of the Loans as a result of the occurrence of an Event of Default, Assignee, at its option, may require Assignor to pay monthly in advance to Assignee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Premises as may be occupied by Assignor and may require Assignor to vacate and surrender possession of the Premises to Assignee or to such receiver and, in default thereof, Assignor may be evicted by summary proceedings or otherwise. For purposes of this Paragraph B, Assignor grants to Assignee its irrevocable power of attorney, coupled with an interest, to take any and all of the aforementioned actions and any or all other actions designated by Assignee for the proper management and preservation of the Premises. In taking any such action, Assignee may pay necessary and reasonable out-of-pocket costs and expenses, employ counsel and incur and pay reasonable attorneys' fees. Assignor shall pay within fifteen (15) days after demand all sums expended by Assignee under the authority hereof, together with interest at the same rate for such costs set forth in the Credit Agreement and the Mortgage, and the same shall be added to the indebtedness secured by the Mortgage. The exercise by Assignee of the option granted it in this Paragraph B and the collection of the Rents and the application thereof as herein provided shall not (a) be considered a cure or waiver of any Event of Default by Assignor under the Credit Agreement, the Mortgage, the Leases, this Assignment or any other Loan Document or (b) waive, modify or affect any notice of default given thereunder or invalidate any act done pursuant to such notice.

C. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises after an Event of Default or from any other act or omission

of Assignee in managing the Premises after an Event of Default unless such loss is caused by the willful misconduct, gross negligence or bad faith of Assignee. Prior to foreclosure or acceptance by Assignee of a deed in lieu of foreclosure with respect to any Project, Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Leases covering all or part of any such Project or under or by reason of this Agreement, except for obligations, duties or liabilities arising from Assignee's willful misconduct, gross negligence or bad faith subsequent to the date Assignee took possession of such Project. Assignor shall, and hereby agrees, to indemnify Assignee for, and to hold Assignee harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever, including, without limitation, the defense of any such claims or demands which may be asserted against Assignee by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases, except for obligations, duties or liabilities arising from Assignee's willful misconduct, gross negligence or bad faith subsequent to the date Assignee took possession of any Project and while Assignee so held possession of such Project until such time as Assignee forecloses or accepts a deed in lieu thereof with respect thereto. Should Assignee incur any such liability, the amount thereof, including, without limitation, costs, expenses and reasonable attorneys' fees and disbursements, shall be secured hereby and by the Mortgage and the other Loan Documents and Assignor shall reimburse Assignee therefor within fifteen (15) days after demand and upon the failure of Assignor to do so Assignee may, at its option, declare all sums secured hereby and by the Mortgage and the other Loan Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Premises upon Assignee, except for obligations, duties or liabilities arising from Assignee's willful misconduct, gross negligence or bad faith subsequent to the date Assignee took possession of any Project and while Assignee so held possession of such Project, nor for the carrying out of any of the terms and conditions of the Leases. This Assignment shall not operate to make Assignee responsible or liable for any waste committed on the Premises by the tenants or any other parties, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

D. Upon payment in full of the Secured Obligations, this Assignment shall become and be void and of no effect, but the affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee showing any part of the Secured Obligations as remaining unpaid shall, absent manifest error, be conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon. Assignor hereby authorizes and directs the lessees named in the Leases or any other or future lessees or occupants of the Premises, upon receipt from Assignee of written notice to the effect that Assignee is then the holder of the Mortgage and that an Event of Default exists thereunder or under this Assignment, the Credit Agreement or any other Loan Document, to pay over to Assignee all Rents and to continue to do so until otherwise notified by Assignee.

E. Assignee may take or release other security for the payment of the Secured Obligations, may release any party primarily or secondarily liable therefor and may apply any other security interest held by it to the reduction or satisfaction of the Secured Obligations without prejudice to any of its rights under this Assignment.

F. This Assignment constitutes a present and continuing assignment of the Leases and Rents and not merely a conditional agreement or grant of a security interest. Notwithstanding the foregoing, unless and until an Event of Default shall occur and be continuing, Assignor is hereby granted the exclusive right and license, subject to the terms of the Loan Documents, to receive, retain, use and enjoy all Rents and to exercise all rights of a landlord or developer under the Leases.

G. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the power and rights granted to Assignee hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Credit Agreement, the Mortgage or any other Loan Document and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of Assignee to collect the Secured Obligations and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

H. Nothing herein contained shall be construed as constituting Assignee a mortgagee in possession in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions herein contained. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor (except as otherwise expressly herein provided).

I. In case of any conflict between the terms of this Assignment and the terms of the Mortgage, the terms of this Assignment shall control to the extent of such conflict. In case of any conflict between the terms of this Assignment and the terms of the Credit Agreement, the terms of the Credit Agreement shall control to the extent of such conflict.

J. This Assignment may not be modified, amended, changed, discharged or terminated orally, but only in writing signed by the person against whom the enforcement of the modification, amendment, change, discharge or termination is sought.

K. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment shall be used interchangeably in singular or plural form. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

L. The failure of Assignee to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Assignor shall not be relieved of Assignor's obligations hereunder by reason of (a) failure of Assignee to comply with any request of Assignor or any other party to take any action to enforce any of the provisions hereof or of the Mortgage, the Credit Agreement or any other Loan Document, (b) the release, regardless of consideration, of the whole or any part of the Premises, or (c) any agreement or stipulation by Assignee extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Credit Agreement, the Mortgage or any other Loan Documents. Assignee may resort for the payment of the Secured Obligations to any other security interest held by Assignee in such order and manner as Assignee, in its discretion, may elect. Assignee may take any action to recover the Secured Obligations, or any portion thereof, or to enforce any covenant

hereof without prejudice to the right of Assignee thereafter to enforce its rights under this Assignment. The rights of Assignee under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Assignee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

M. THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK; PROVIDED, HOWEVER, THAT THE LAWS OF THE STATE IN WHICH THE PREMISES ARE SITUATED SHALL GOVERN THE CREATION AND PERFECTION OF THE LIENS AND THE EXERCISE OF THE REMEDIES WITH RESPECT TO THE PREMISES.

N. THE ASSIGNEE SHALL NOT BE OBLIGATED TO PERFORM OR DISCHARGE ANY OBLIGATION, DUTY OR LIABILITY OF THE ASSIGNOR UNDER ANY OF THE LEASES BY REASON OF THIS ASSIGNMENT, AND THE ASSIGNOR HEREBY INDEMNIFIES THE ASSIGNEE AND HOLDS THE ASSIGNEE HARMLESS FROM AND AGAINST, ANY AND ALL CLAIMS, LIABILITY, EXPENSES, LOSSES OR DAMAGES WHICH MAY OR MIGHT BE ASSERTED AGAINST OR INCURRED BY THE ASSIGNEE SOLELY BY REASON OF THE ASSIGNEE'S STATUS AS AN ASSIGNEE HEREUNDER EXCEPT, IN EACH CASE, TO THE EXTENT INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE ASSIGNEE. SHOULD THE ASSIGNEE INCUR ANY SUCH LIABILITY, THE AMOUNT THEREOF, INCLUDING COSTS, EXPENSES AND ATTORNEYS' FEES AND DISBURSEMENTS, SHALL BE SECURED HEREBY AND BY THE MORTGAGE AND THE ASSIGNOR SHALL REIMBURSE THE ASSIGNEE THEREFOR WITHIN FIFTEEN (15) DAYS AFTER DEMAND.

O. All notices and other communications provided to Assignor or Assignee under this Assignment shall be in writing or by facsimile and addressed, delivered or transmitted to Assignor or Assignee at its address or facsimile number as set forth in the first paragraph hereof or at such other address or facsimile number as may be designated by Assignor or Assignee in a notice to the other party. If any notice or other communication is given by mail it will be effective on the earlier of receipt or the third calendar day after deposit in the United States mails with first class or airmail postage prepaid; if given by FedEx or other nationally recognized overnight courier providing evidence of delivery, it will be effective on the earlier of receipt or one (1) Business Day after the date sent; if given by personal delivery, it will be effective when delivered; or if given by facsimile, it will be effective when receipt is confirmed by the recipient.


P. In case any one or more of the provisions contained in this Assignment should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision hereof in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

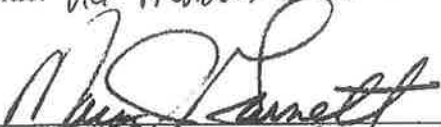
Q. This Assignment, together with the covenants and warranties therein contained, shall inure to the benefit of Assignee and any subsequent holder of the Mortgage, and shall be binding upon Assignor, its successors, and assigns and any subsequent owner of any of the Projects.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have executed this instrument as of the day and year first above written.

CASTLE & COOKE YORBA LINDA, LLC,
a California limited liability company

By: 
Name: Henry N. Millner
Title: Vice President & Treasurer

By: 
Name: Mark J. Garnett
Title: VP + Asst. Secretary

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as administrative agent and collateral
agent

By: **EXECUTED IN COUNTERPART**

Name:
Title:

By: **EXECUTED IN COUNTERPART**

Name:
Title:

Assignor:

STATE OF California)
) ss.
COUNTY OF Los Angeles)

On June 5, 2009 before me, Darlene L. Beckles, a notary public, personally appeared Niel N. Millner, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

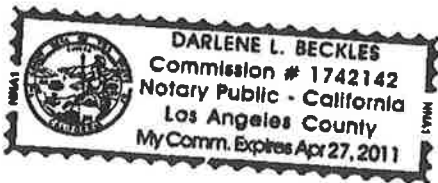
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Darlene L. Beckles (Seal)

Print/Type Name: Darlene L. Beckles
Notary Public, State of CA

My Commission expires: 4/27/2011



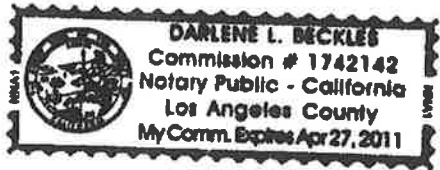
Assignor:

STATE OF California)
) ss.
COUNTY OF Los Angeles)

On June 15, 2009 before me, Darlene L. Beckles, a notary public, personally appeared Mary J. Gannett, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~/she executed the same in ~~his~~/her authorized capacity, and that by ~~his~~/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



Darlene L. Beckles (Seal)
Print/Type Name: Darlene L. Beckles
Notary Public, State of CA
My Commission expires: 4/27/2011

IN WITNESS WHEREOF, Assignor and Assignee have executed this instrument as of the day and year first above written.

CASTLE & COOKE YORBA LINDA, LLC,
a California limited liability company

EXECUTED IN COUNTERPART

By: _____

Name:

Title:

EXECUTED IN COUNTERPART

By: _____

Name:

Title:

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as administrative agent and collateral
agent

By: _____

Name: JAMES COLLETT
Title: MANAGING DIRECTOR

By: _____

Name:
Title: Robert W. Pettinato
Managing Director

Assignee:

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On June 15, 2009 before me, Angela Carrington a notary public, personally appeared Jame Rolison and Robert W. Pettinato, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons 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.

Angela Carrington (SEAL)

Print/Type Name: _____

Notary Public, State of _____

My Commission expires: _____



EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THOSE PORTIONS OF THE SECOND CLASS LAND ALLOTTED TO P. YORBA AND TO W. MC KEE AND THAT PORTION OF THE SECOND AND THIRD CLASS LANDS ALLOTTED TO JESUS WILSON DE SHORB AND THAT PORTION OF THE SECOND AND THIRD CLASS LANDS ALLOTTED TO R. G. DE LA RIVA BY DECREE OF PARTITION RENDERED FEBRUARY 3, 1874 IN THE DISTRICT COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF LOS ANGELES, IN CASE NO 1978 AND SHOWN ON A MAP FILED IN SAID CASE, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 6, 1874 IN BOOK 28, PAGE 158 OF DEEDS, RECORDS OF SAID LOS ANGELES COUNTY, CALIFORNIA, TOGETHER WITH THOSE PORTIONS OF SECTIONS 17 AND 18 IN TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, BOUNDED AS FOLLOWS:

NORTHERLY BY THAT CERTAIN BOUNDARY LINE DESCRIBED IN BOUNDARY LINE AGREEMENTS, RECORDED OCTOBER 19, 1973 IN BOOK 10953, PAGE 171; NOVEMBER 16, 1973 IN BOOK 10993, PAGE 390; NOVEMBER 30, 1973 IN BOOK 11009, PAGE 596; DECEMBER 5, 1973 IN BOOK 11014, PAGE 700 AND JANUARY 17, 1974 IN BOOK 11059, PAGE 228, OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, EASTERLY BY THAT CERTAIN LINE DESCRIBED IN A BOUNDARY LINE AGREEMENT BETWEEN ANAHEIM UNION WATER COMPANY AND SAMUEL DAKIN AND OTHERS RECORDED FEBRUARY 14, 1974 IN BOOK 11076, PAGE 405 OF SAID OFFICIAL RECORDS, WESTERLY BY THAT CERTAIN LINE DESCRIBED IN AN AGREEMENT RECORDED JULY 15, 1957 IN BOOK 3973, PAGE 485 OF SAID OFFICIAL RECORDS, AND SOUTHERLY BY THE NORTHERLY LINE OF PARCEL 2 AS SHOWN ON A MAP FILED IN BOOK 121, PAGES 16 AND 17 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, CALIFORNIA.

EXCEPT THEREFROM, ALL OIL, OIL RIGHTS, NATURAL GAS RIGHTS, MINERAL RIGHTS AND OTHER HYDROCARBON SUBSTANCES BY WHATEVER NAME KNOWN, TOGETHER WITH APPURTENANT RIGHTS THERETO, WITHOUT, HOWEVER, ANY RIGHTS TO ENTER UPON THE SURFACE OF SAID LAND NOR ANY PORTION OF THE SUBSURFACE LYING ABOVE A DEPTH OF 500 FEET, AS EXCEPTED OR RESERVED IN INSTRUMENTS OF RECORD.

PARCEL 2:

PARCEL 2, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 121 PAGES 16 AND 17 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM, ALL OIL, OIL RIGHTS, NATURAL GAS RIGHTS, MINERAL RIGHTS AND OTHER HYDROCARBON SUBSTANCES BY WHATEVER NAME KNOWN, TOGETHER WITH APPURTENANT RIGHTS THERETO, WITHOUT, HOWEVER, ANY RIGHTS TO ENTER UPON THE SURFACE OF SAID LAND NOR ANY PORTION OF THE SUBSURFACE LYING ABOVE A DEPTH OF 500 FEET, AS EXCEPTED OR RESERVED IN INSTRUMENTS OF RECORD.

Assessors Parcel Numbers:

351-031-06

351-751-01

351-772-02

351-783-04

351-791-14

C&C Yorba Linda
Orange County, CA

2/3

Recorded in Official Records, Orange County

Tom Daly, Clerk-Recorder



24.00

2009000328241 08:00am 06/23/09

120 49 U08 7

0.00 0.00 0.00 0.00 18.00 0.00 0.00 0.00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Leila Rachlin, Esq.
 White & Case LLP
 1155 Avenue of the Americas
 New York, NY 10036
 1111788-0111

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a ORGANIZATION'S NAME
Castle & Cooke Yorba Linda, LLC

OR 1b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c MAILING ADDRESS **c/o Castle & Cooke, Inc.** CITY **Los Angeles** STATE **CA** POSTAL CODE **90024** COUNTRY **USA**
10900 Wilshire Boulevard, 16th Floor

1d SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e TYPE OF ORGANIZATION **LLC** 1f JURISDICTION OF ORGANIZATION **California** 1g ORGANIZATIONAL ID #, if any **CA-200812010207** NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a ORGANIZATION'S NAME

OR 2b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e TYPE OF ORGANIZATION 2f JURISDICTION OF ORGANIZATION 2g ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S)) - insert only one secured party name (3a or 3b)

3a ORGANIZATION'S NAME
Deutsche Bank Trust Company Americas, as administrative agent and as collateral agent

OR 3b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c MAILING ADDRESS **60 Wall Street** CITY **New York** STATE **NY** POSTAL CODE **10005** COUNTRY **USA**

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A attached hereto and made a part hereof for the description of collateral.

This is a fixture filing to be filed in the real property records of Orange County, CA.

5. ALTERNATIVE DESIGNATION [if applicable] LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (for recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
 File with: **Orange County, CA** **1111788-0111** **(C&C Yorba Linda - Fixture Filing)**

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

910075727-155

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME Castle & Cooke Yorba Linda, LLC			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS

**File with: Orange County, CA
1111788-0111**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID#, if any	<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing

14. Description of real estate

See Exhibit A attached hereto for legal description.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

16. Additional collateral description

17. Check only if applicable and check only one box

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY

Filed in connection with a Manufactured-Home Transaction — effective 30 years

Filed in connection with a Public-Finance Transaction — effective 30 years

SCHEDULE A
TO UCC-1 FINANCING STATEMENT

Castle & Cooke Yorba Linda, LLC,
as Debtor (the "Debtor")

and

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as administrative agent and collateral agent,
as Secured Party (the "Secured Party")

This Financing Statement covers the following types of collateral in which a security interest was granted to the Secured Party by the Debtor pursuant to that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of June __, 2009, as the same may be amended, supplemented and/or modified from time to time (the "Deed of Trust"), made by the Debtor, as trustor, to Chicago Title Company, as trustee, for the benefit of the Secured Party:

All capitalized terms used but not otherwise defined herein shall have the same meanings ascribed to such terms in the Amended and Restated Credit Agreement, dated as of August 22, 2007, among Murdock Realty, LLC, as borrower, Secured Party and the lenders from time to time party thereto (as amended by the Amendment to Amended and Restated Credit Agreement, dated as of June __, 2009, among Borrower, Secured Party and the lenders party thereto, and as amended, restated, amended and restated or modified from time to time, the "Credit Agreement");

All of Debtor's right, title and interest in the following property and interest therein, now or hereafter owned by Debtor (collectively, the "Collateral");

a. Real Estate. All of the Land described in Exhibit A hereto (the "Land") (including but not limited to all underground and other parking facilities located in or on the Land) and all additional lands and estates therein now owned or hereafter acquired by Debtor for use or development with the Land or any portion thereof, together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages, appurtenances, option rights and purchase contracts now or hereafter belonging or in anywise pertaining to the Land and such additional lands and estates therein (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all development rights, air rights, riparian rights, water, water rights, water stock, all rights in, to and with respect to any and all oil, gas, coal, minerals and other substances of any kind or character underlying or relating to the Land and such additional lands and estates therein and any interest therein; all estate, claim, demand, right, title or interest of Debtor in and to any street, road, highway, or alley, vacated or other, adjoining the Land or any part thereof and such additional lands and estates therein; all strips and gores belonging, adjacent or pertaining to the Land or such additional lands and estates; and any after-acquired title to any of the foregoing (herein collectively called the "Real Estate");

b. Improvements. All buildings, structures and other improvements, and any additions and alterations thereto or replacement thereof, now or hereafter built, constructed or located upon the Real Estate; and all furnishings, fixtures, fittings, appliances, apparatus, equipment, manufacturing equipment, machinery, building and construction materials and other articles of every kind and nature whatsoever and all replacements thereof, now or hereafter affixed or attached to, placed upon or used in any way in connection with the complete and comfortable use, enjoyment, occupation, operation, development and/or maintenance of the Real Estate or such buildings, structures and other improvements, in each case, to the extent constituting fixtures under applicable law, including, but not limited to, partitions, furnaces, boilers, oil burners, radiators and piping, plumbing and bathroom fixtures, refrigeration, heating, ventilating, air conditioning and sprinkler systems, other fire prevention and extinguishing apparatus and materials, vacuum cleaning systems, gas and electric fixtures, incinerators, compactors, elevators, engines, motors, generators and all other articles of property which are considered fixtures under applicable law (such buildings, structures and other improvements and such other property are herein collectively referred to as the "Improvements"; the Real Estate and the Improvements are herein collectively referred to as the "Property");

c. Goods. Except for Leased Equipment (as defined below), all equipment, building materials, goods, construction materials, appliances (including, without limitation, stoves, ranges, ovens, disposals, refrigerators, water fountains and coolers, fans, heaters, dishwashers, clothes washers and dryers, water heaters, hood and fan combinations, kitchen equipment, laundry equipment, kitchen cabinets and other similar equipment), stocks, supplies, blinds, window shades, drapes, carpets, floor coverings, manufacturing equipment, processing equipment and machinery, office equipment, growing plants and shrubbery, control devices, equipment (including window cleaning, building cleaning, recreational, monitoring, garbage, pest control and other equipment), motor vehicles, tools, furnishings, furniture, lighting, non-structural additions to the Property and all other tangible property of any kind or character, together with all replacements thereof, now or hereafter located on or in or used or useful in connection with the complete and comfortable use, enjoyment, occupation, operation, development and/or maintenance of the Property, whether or not affixed to the Property and whether or not located on or in the Property or located elsewhere for purposes of storage, fabrication or otherwise (herein collectively referred to as the "Goods");

d. Intangibles. To the extent the same may be encumbered or assigned pursuant to the terms thereof and to the extent permitted by law, all goodwill, trademarks, trade names, option rights, purchase contracts, books and records and general intangibles of Debtor relating to the Property and all accounts, warehousing agreements, contract rights, instruments, chattel paper and other rights of Debtor for the payment of money for property sold or lent, for services rendered, for money lent, or for advances or deposits made, and any other intangible property of Debtor relating to the Property (herein collectively referred to as the "Intangibles");

e. Leases. Subject to the terms of the separate Assignment of Leases and Rents (as defined in the Credit Agreement) relating to the Property, to the extent the same may be encumbered or assigned pursuant to the terms thereof and to the extent permitted by law, all rights of Debtor in, to and under all leases, licenses, occupancy agreements, concessions and other arrangements, oral or written, now existing or hereafter entered into, whereby any Person agrees to pay money or any other consideration for the use, possession or occupancy of, or any

estate in, the Property or any portion thereof or interest therein (herein collectively referred to as the "Leases"), and the right, upon the occurrence and during the continuance of any Event of Default under the Deed of Trust, after notice to Debtor, to receive and collect the Rents (as hereinafter defined) paid or payable thereunder;

f. Plans. All rights of Debtor in and to all plans and specifications, designs, drawings and other information, materials and matters heretofore or hereafter prepared relating to the Improvements or any construction on the Real Estate (herein collectively referred to as the "Plans");

g. Permits. To the extent the same may be encumbered or assigned pursuant to the terms thereof and to the extent permitted by law, all rights of Debtor in, to and under all permits, franchises, licenses, approvals and other authorizations respecting the construction, use, occupation and operation of the Property and every part thereof and respecting any business or other activity conducted on or from the Property, and any product or proceed thereof or therefrom, including, without limitation, all building permits, certificates of occupancy and other licenses, permits and approvals issued by governmental authorities having jurisdiction (herein collectively called the "Permits");

h. Leases of Furniture, Furnishings and Equipment. To the extent the same may be encumbered or assigned pursuant to the terms thereof and to the extent permitted by law, all right, title and interest of Debtor as lessee in, to and under any leases of furniture, furnishings and equipment now or hereafter installed in or at any time used in connection with the Property (herein collectively referred to as "Leased Equipment");

i. Rents. Subject to the terms of the separate Assignment of Leases and Rents relating to the Property, all rents, issues, profits, royalties, avails, income and other benefits derived or owned, directly or indirectly, by Debtor from the Property, including, without limitation, all proceeds derived from the operation of the Property, including, without limitation, all proceeds and/or rents and other consideration payable by tenants, claims against guarantors, and any cash or other securities deposited to secure performance by tenants, under the Leases (herein collectively referred to as "Rents");

j. Proceeds. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, casualty proceeds, condemnation proceeds and insurance proceeds (other than general liability insurance proceeds) (herein collectively referred to as "Proceeds"); and

k. Other Property. All other property and rights of Debtor of every kind and character relating to the Property, and all proceeds and products of any of the foregoing.

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THOSE PORTIONS OF THE SECOND CLASS LAND ALLOTTED TO P. YORBA AND TO W. MC KEE AND THAT PORTION OF THE SECOND AND THIRD CLASS LANDS ALLOTTED TO JESUS WILSON DE SHORB AND THAT PORTION OF THE SECOND AND THIRD CLASS LANDS ALLOTTED TO R. G. DE LA RIVA BY DECREE OF PARTITION RENDERED FEBRUARY 3, 1874 IN THE DISTRICT COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF LOS ANGELES, IN CASE NO 1978 AND SHOWN ON A MAP FILED IN SAID CASE, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 6, 1874 IN BOOK 28, PAGE 158 OF DEEDS, RECORDS OF SAID LOS ANGELES COUNTY, CALIFORNIA, TOGETHER WITH THOSE PORTIONS OF SECTIONS 17 AND 18 IN TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, BOUNDED AS FOLLOWS:

NORTHERLY BY THAT CERTAIN BOUNDARY LINE DESCRIBED IN BOUNDARY LINE AGREEMENTS, RECORDED OCTOBER 19, 1973 IN BOOK 10953, PAGE 171; NOVEMBER 16, 1973 IN BOOK 10993, PAGE 390; NOVEMBER 30, 1973 IN BOOK 11009, PAGE 596; DECEMBER 5, 1973 IN BOOK 11014, PAGE 700 AND JANUARY 17, 1974 IN BOOK 11059, PAGE 228, OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, EASTERLY BY THAT CERTAIN LINE DESCRIBED IN A BOUNDARY LINE AGREEMENT BETWEEN ANAHEIM UNION WATER COMPANY AND SAMUEL DAKIN AND OTHERS RECORDED FEBRUARY 14, 1974 IN BOOK 11076, PAGE 405 OF SAID OFFICIAL RECORDS, WESTERLY BY THAT CERTAIN LINE DESCRIBED IN AN AGREEMENT RECORDED JULY 15, 1957 IN BOOK 3973, PAGE 485 OF SAID OFFICIAL RECORDS, AND SOUTHERLY BY THE NORTHERLY LINE OF PARCEL 2 AS SHOWN ON A MAP FILED IN BOOK 121, PAGES 16 AND 17 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, CALIFORNIA.

EXCEPT THEREFROM, ALL OIL, OIL RIGHTS, NATURAL GAS RIGHTS, MINERAL RIGHTS AND OTHER HYDROCARBON SUBSTANCES BY WHATEVER NAME KNOWN, TOGETHER WITH APPURTENANT RIGHTS THERETO, WITHOUT, HOWEVER, ANY RIGHTS TO ENTER UPON THE SURFACE OF SAID LAND NOR ANY PORTION OF THE SUBSURFACE LYING ABOVE A DEPTH OF 500 FEET, AS EXCEPTED OR RESERVED IN INSTRUMENTS OF RECORD.

PARCEL 2:

PARCEL 2, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 121 PAGES 16 AND 17 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM, ALL OIL, OIL RIGHTS, NATURAL GAS RIGHTS, MINERAL RIGHTS AND OTHER HYDROCARBON SUBSTANCES BY WHATEVER NAME KNOWN, TOGETHER WITH APPURTENANT RIGHTS THERETO, WITHOUT, HOWEVER, ANY RIGHTS TO ENTER UPON THE SURFACE OF SAID LAND NOR ANY PORTION OF THE SUBSURFACE LYING ABOVE A DEPTH OF 500 FEET, AS EXCEPTED OR RESERVED IN INSTRUMENTS OF RECORD.

Assessors Parcel Numbers:

351-031-06
351-751-01
351-772-02
351-783-04
351-791-14

C&C Yorba Linda
Orange County, CA

150



Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

2009000332616 12:19pm 06/24/09

115 45 U04 7
0.00 0.00 0.00 0.00 18.00 0.00 0.00 0.00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Leila Rachlin, Esq.
White & Case LLP
1155 Avenue of the Americas
New York, NY 10036
1111788-0111

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

TP
CF

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a ORGANIZATION'S NAME Castle & Cooke Yorba Linda, LLC					
OR	1b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c MAILING ADDRESS c/o Castle & Cooke, Inc. 10900 Wilshire Boulevard, 16th Floor		CITY Los Angeles	STATE CA	POSTAL CODE 90024	COUNTRY USA
1d SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e TYPE OF ORGANIZATION LLC	1f JURISDICTION OF ORGANIZATION California	1g ORGANIZATIONAL ID #, if any CA-200812010207 <input type="checkbox"/> NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a ORGANIZATION'S NAME					
OR	2b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e TYPE OF ORGANIZATION	2f JURISDICTION OF ORGANIZATION	2g ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a ORGANIZATION'S NAME Deutsche Bank Trust Company Americas, as administrative agent and as collateral agent					
OR	3b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c MAILING ADDRESS 60 Wall Street		CITY New York	STATE NY	POSTAL CODE 10005	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A attached hereto and made a part hereof for the description of collateral.

This is a fixture filing to be filed in the real property records of Orange County, CA.

5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						
File with: Orange County, CA			1111788-0111		(C&C Yorba Linda - Fixture Filing)	

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a ORGANIZATION'S NAME Castle & Cooke Yorba Linda, LLC			
OR	9b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

**File with: Orange County, CA
111788-0111**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a ORGANIZATION'S NAME						
OR	11b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
11c MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
11d SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e TYPE OF ORGANIZATION	11f JURISDICTION OF ORGANIZATION	11g ORGANIZATIONAL ID #, if any		
				<input type="checkbox"/> NONE		

12. ADDITIONAL SECURED PARTY'S OR ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a ORGANIZATION'S NAME						
OR	12b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
12c MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral or is filed as a fixture filing.

14. Description of real estate

See Exhibit A attached hereto for legal description.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

16. Additional collateral description.

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY

Filed in connection with a Manufactured-Home Transaction — effective 30 years

Filed in connection with a Public-Finance Transaction — effective 30 years

SCHEDULE A
TO UCC-1 FINANCING STATEMENT

Castle & Cooke Yorba Linda, LLC,
as Debtor (the "Debtor")

and

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as administrative agent and collateral agent,
as Secured Party (the "Secured Party")

This Financing Statement covers the following types of collateral in which a security interest was granted to the Secured Party by the Debtor pursuant to that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of June __, 2009, as the same may be amended, supplemented and/or modified from time to time (the "Deed of Trust"), made by the Debtor, as trustor, to Chicago Title Company, as trustee, for the benefit of the Secured Party:

All capitalized terms used but not otherwise defined herein shall have the same meanings ascribed to such terms in the Amended and Restated Credit Agreement, dated as of August 22, 2007, among Murdock Realty, LLC, as borrower, Secured Party and the lenders from time to time party thereto (as amended by the Amendment to Amended and Restated Credit Agreement, dated as of June __, 2009, among Borrower, Secured Party and the lenders party thereto, and as amended, restated, amended and restated or modified from time to time, the "Credit Agreement"):

All of Debtor's right, title and interest in the following property and interest therein, now or hereafter owned by Debtor (collectively, the "Collateral"):

a. Real Estate. All of the Land described in Exhibit A hereto (the "Land") (including but not limited to all underground and other parking facilities located in or on the Land) and all additional lands and estates therein now owned or hereafter acquired by Debtor for use or development with the Land or any portion thereof, together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages, appurtenances, option rights and purchase contracts now or hereafter belonging or in anywise pertaining to the Land and such additional lands and estates therein (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all development rights, air rights, riparian rights, water, water rights, water stock, all rights in, to and with respect to any and all oil, gas, coal, minerals and other substances of any kind or character underlying or relating to the Land and such additional lands and estates therein and any interest therein; all estate, claim, demand, right, title or interest of Debtor in and to any street, road, highway, or alley, vacated or other, adjoining the Land or any part thereof and such additional lands and estates therein; all strips and gores belonging, adjacent or pertaining to the Land or such additional lands and estates; and any after-acquired title to any of the foregoing (herein collectively called the "Real Estate");

b. Improvements. All buildings, structures and other improvements, and any additions and alterations thereto or replacement thereof, now or hereafter built, constructed or located upon the Real Estate; and all furnishings, fixtures, fittings, appliances, apparatus, equipment, manufacturing equipment, machinery, building and construction materials and other articles of every kind and nature whatsoever and all replacements thereof, now or hereafter affixed or attached to, placed upon or used in any way in connection with the complete and comfortable use, enjoyment, occupation, operation, development and/or maintenance of the Real Estate or such buildings, structures and other improvements, in each case, to the extent constituting fixtures under applicable law, including, but not limited to, partitions, furnaces, boilers, oil burners, radiators and piping, plumbing and bathroom fixtures, refrigeration, heating, ventilating, air conditioning and sprinkler systems, other fire prevention and extinguishing apparatus and materials, vacuum cleaning systems, gas and electric fixtures, incinerators, compactors, elevators, engines, motors, generators and all other articles of property which are considered fixtures under applicable law (such buildings, structures and other improvements and such other property are herein collectively referred to as the "Improvements"; the Real Estate and the Improvements are herein collectively referred to as the "Property");

c. Goods. Except for Leased Equipment (as defined below), all equipment, building materials, goods, construction materials, appliances (including, without limitation, stoves, ranges, ovens, disposals, refrigerators, water fountains and coolers, fans, heaters, dishwashers, clothes washers and dryers, water heaters, hood and fan combinations, kitchen equipment, laundry equipment, kitchen cabinets and other similar equipment), stocks, supplies, blinds, window shades, drapes, carpets, floor coverings, manufacturing equipment, processing equipment and machinery, office equipment, growing plants and shrubbery, control devices, equipment (including window cleaning, building cleaning, recreational, monitoring, garbage, pest control and other equipment), motor vehicles, tools, furnishings, furniture, lighting, non-structural additions to the Property and all other tangible property of any kind or character, together with all replacements thereof, now or hereafter located on or in or used or useful in connection with the complete and comfortable use, enjoyment, occupation, operation, development and/or maintenance of the Property, whether or not affixed to the Property and whether or not located on or in the Property or located elsewhere for purposes of storage, fabrication or otherwise (herein collectively referred to as the "Goods");

d. Intangibles. To the extent the same may be encumbered or assigned pursuant to the terms thereof and to the extent permitted by law, all goodwill, trademarks, trade names, option rights, purchase contracts, books and records and general intangibles of Debtor relating to the Property and all accounts, warehousing agreements, contract rights, instruments, chattel paper and other rights of Debtor for the payment of money for property sold or lent, for services rendered, for money lent, or for advances or deposits made, and any other intangible property of Debtor relating to the Property (herein collectively referred to as the "Intangibles");

e. Leases. Subject to the terms of the separate Assignment of Leases and Rents (as defined in the Credit Agreement) relating to the Property, to the extent the same may be encumbered or assigned pursuant to the terms thereof and to the extent permitted by law, all rights of Debtor in, to and under all leases, licenses, occupancy agreements, concessions and other arrangements, oral or written, now existing or hereafter entered into, whereby any Person agrees to pay money or any other consideration for the use, possession or occupancy of, or any

estate in, the Property or any portion thereof or interest therein (herein collectively referred to as the "Leases"), and the right, upon the occurrence and during the continuance of any Event of Default under the Deed of Trust, after notice to Debtor, to receive and collect the Rents (as hereinafter defined) paid or payable thereunder;

f. Plans. All rights of Debtor in and to all plans and specifications, designs, drawings and other information, materials and matters heretofore or hereafter prepared relating to the Improvements or any construction on the Real Estate (herein collectively referred to as the "Plans");

g. Permits. To the extent the same may be encumbered or assigned pursuant to the terms thereof and to the extent permitted by law, all rights of Debtor in, to and under all permits, franchises, licenses, approvals and other authorizations respecting the construction, use, occupation and operation of the Property and every part thereof and respecting any business or other activity conducted on or from the Property, and any product or proceed thereof or therefrom, including, without limitation, all building permits, certificates of occupancy and other licenses, permits and approvals issued by governmental authorities having jurisdiction (herein collectively called the "Permits");

h. Leases of Furniture, Furnishings and Equipment. To the extent the same may be encumbered or assigned pursuant to the terms thereof and to the extent permitted by law, all right, title and interest of Debtor as lessee in, to and under any leases of furniture, furnishings and equipment now or hereafter installed in or at any time used in connection with the Property (herein collectively referred to as "Leased Equipment");

i. Rents. Subject to the terms of the separate Assignment of Leases and Rents relating to the Property, all rents, issues, profits, royalties, avails, income and other benefits derived or owned, directly or indirectly, by Debtor from the Property, including, without limitation, all proceeds derived from the operation of the Property, including, without limitation, all proceeds and/or rents and other consideration payable by tenants, claims against guarantors, and any cash or other securities deposited to secure performance by tenants, under the Leases (herein collectively referred to as "Rents");

j. Proceeds. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, casualty proceeds, condemnation proceeds and insurance proceeds (other than general liability insurance proceeds) (herein collectively referred to as "Proceeds"); and

k. Other Property. All other property and rights of Debtor of every kind and character relating to the Property, and all proceeds and products of any of the foregoing.

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THOSE PORTIONS OF THE SECOND CLASS LAND ALLOTTED TO P. YORBA AND TO W. MC KEE AND THAT PORTION OF THE SECOND AND THIRD CLASS LANDS ALLOTTED TO JESUS WILSON DE SHORB AND THAT PORTION OF THE SECOND AND THIRD CLASS LANDS ALLOTTED TO R. G. DE LA RIVA BY DECREE OF PARTITION RENDERED FEBRUARY 3, 1874 IN THE DISTRICT COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF LOS ANGELES, IN CASE NO 1978 AND SHOWN ON A MAP FILED IN SAID CASE, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 6, 1874 IN BOOK 28, PAGE 158 OF DEEDS, RECORDS OF SAID LOS ANGELES COUNTY, CALIFORNIA, TOGETHER WITH THOSE PORTIONS OF SECTIONS 17 AND 18 IN TOWNSHIP 3 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, BOUNDED AS FOLLOWS:

NORTHERLY BY THAT CERTAIN BOUNDARY LINE DESCRIBED IN BOUNDARY LINE AGREEMENTS, RECORDED OCTOBER 19, 1973 IN BOOK 10953, PAGE 171; NOVEMBER 16, 1973 IN BOOK 10993, PAGE 390; NOVEMBER 30, 1973 IN BOOK 11009, PAGE 596; DECEMBER 5, 1973 IN BOOK 11014, PAGE 700 AND JANUARY 17, 1974 IN BOOK 11059, PAGE 228, OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, EASTERLY BY THAT CERTAIN LINE DESCRIBED IN A BOUNDARY LINE AGREEMENT BETWEEN ANAHEIM UNION WATER COMPANY AND SAMUEL DAKIN AND OTHERS RECORDED FEBRUARY 14, 1974 IN BOOK 11076, PAGE 405 OF SAID OFFICIAL RECORDS, WESTERLY BY THAT CERTAIN LINE DESCRIBED IN AN AGREEMENT RECORDED JULY 15, 1957 IN BOOK 3973, PAGE 485 OF SAID OFFICIAL RECORDS, AND SOUTHERLY BY THE NORTHERLY LINE OF PARCEL 2 AS SHOWN ON A MAP FILED IN BOOK 121, PAGES 16 AND 17 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, CALIFORNIA.

EXCEPT THEREFROM, ALL OIL, OIL RIGHTS, NATURAL GAS RIGHTS, MINERAL RIGHTS AND OTHER HYDROCARBON SUBSTANCES BY WHATEVER NAME KNOWN, TOGETHER WITH APPURTENANT RIGHTS THERETO, WITHOUT, HOWEVER, ANY RIGHTS TO ENTER UPON THE SURFACE OF SAID LAND NOR ANY PORTION OF THE SUBSURFACE LYING ABOVE A DEPTH OF 500 FEET, AS EXCEPTED OR RESERVED IN INSTRUMENTS OF RECORD.

PARCEL 2:

PARCEL 2, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 121 PAGES 16 AND 17 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM, ALL OIL, OIL RIGHTS, NATURAL GAS RIGHTS, MINERAL RIGHTS AND OTHER HYDROCARBON SUBSTANCES BY WHATEVER NAME KNOWN, TOGETHER WITH APPURTENANT RIGHTS THERETO, WITHOUT, HOWEVER, ANY RIGHTS TO ENTER UPON THE SURFACE OF SAID LAND NOR ANY PORTION OF THE SUBSURFACE LYING ABOVE A DEPTH OF 500 FEET, AS EXCEPTED OR RESERVED IN INSTRUMENTS OF RECORD.

Assessors Parcel Numbers:

351-031-06

351-751-01

351-772-02

351-783-04

351-791-14

C&C Yorba Linda
Orange County, CA

INFORMATIONAL NOTES

Note No. 1: Section 12413.1, California Insurance Code became effective January 1, 1990. This legislation regulates the disbursement of funds deposited with any title entity acting in an escrow or sub-escrow capacity. The law requires that all funds be deposited and collected by the title entity's escrow and/or sub-escrow account prior to disbursement of any funds. Some methods of funding may be subject to a holding period, which must expire before any funds may be disbursed. In order to avoid any such delays, all funding should be done via wire transfer. Funds deposited with the Company via wire transfer may be disbursed upon receipt. Funds deposited by cashiers checks, certified checks, and teller's checks is one business day after the day deposited. Other checks may require hold periods from two to five business days after the day deposited, and may delay your closing. The Company may receive benefits from such banks based upon the balances in such accounts. Such benefits will be retained by the Company as part of its compensation for handling such funds.

Note No. 2: The charge where an order is cancelled after the issuance of the report of title, will be that amount which in the opinion of the Company is proper compensation for the services rendered or the purpose for which the report is used, but in no event shall said charge be less than the minimum amount required under Section 12404.1 of the Insurance Code of the State of California. If the report cannot be cancelled "no fee" pursuant to the provisions of said Insurance Code, then the minimum cancellation fee shall be that permitted by law.

Note No. 3: California Revenue and Taxation Code Section 18668, effective January 1, 1991, requires that the buyer in all sales of California Real Estate, withhold 3-1/3% of the total sales price as California State Income Tax, subject to the various provisions of the law as therein contained, and as amended.

Note No. 4: Wire Transfers

In the event your transaction is being escrowed by a Chicago Title office, contact should be made with the office to obtain correct wiring instructions. Failure to do so could result in a delay in the receipt of funds and subsequent closing of your transaction.

Chicago Title will disburse by wire-out only collected funds or funds received by confirmed wire-in.

The Company's wire-in instructions are:

Bank:	Union Bank 2001 Michelson Drive. Irvine, CA 92714
Bank ABA No.:	122000496
Account Name:	Chicago Title Company, C&I/Subdivision-Inland
Account No.:	9120052850
For Credit To:	Chicago Title Company 560 East Hospitality Lane San Bernardino, CA 92408
Order No.:	117400771-K26

INFORMATIONAL NOTES

(continued)

LENDER NOTE: On the DATE you fund the Loan and WIRE Funds to Chicago Title and reference the above Order Number, you **must** send written NOTICE to the Title Officer's Unit by messenger or E-Mail that you sent the Funds.

Chicago Title will send an E-Mail acknowledging receipt of the funds as soon as practicable.

Chicago Title will **NOT** be responsible for any delay in Closing and Recording the transaction, nor will Chicago Title be liable for any claim of lost Interest unless such written Notice is sent the day of Funding and Chicago Title has acknowledged receipt of funds.

Note No. 5: Your application for title insurance was placed by reference to a street address or assessor's parcel number. Based upon our records, we believe that the description in this report covers the parcel that you requested.

To prevent errors, we require written confirmation that the legal description contained herein covers the parcel that you requested.

Note No. 6: The plat, (map), which is attached to this report, is to assist you in locating land with reference to streets and other parcels. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon.

Note No. 7: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

Note No. 8: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

INFORMATIONAL NOTES

(continued)

Note No. 9: This Company will require for review the following documents from the following Limited Liability Company: **Castle & Cooke Yorba Linda, LLC**

- A. A copy of its Operating Agreement and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager.
- B. Confirmation that its Articles of Organization (LLC-1), and Certificate of Amendment (LLC-2), any restated Articles of Organization (LLC-10) and/or any Certificate of Correction (LLC-11) have been filed with the Secretary of State.
- C. If the Limited Liability Company is member-managed a full and complete list of members certified by the appropriate manager.
- D. If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.
- E. If the Limited Liability Company was formed in a foreign jurisdiction, evidence satisfactory to the Company, that it has complied with California "doing business" laws, if applicable.

INFORMATIONAL NOTES
(continued)

[ATTACHMENT ONE](#)

[PRIVACY STATEMENT](#)

IMPORTANT INFORMATION:

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

ATTACHMENT ONE

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

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

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

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

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date – unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A
- OR

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

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

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

1. Any right, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.

4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:

- (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;

- (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

- (c) resulting in no loss or damage to the insured claimant;

- (d) attaching or created subsequent to Date of Policy; or

- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

SCHEDULE B, PART I EXCEPTIONS FROM COVERAGE

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

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

**ATTACHMENT ONE
(CONTINUED)**

**AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT-FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or

to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or

- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine or equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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

EXCEPTIONS FROM COVERAGE

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

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

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

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

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

**ATTACHMENT ONE
(CONTINUED)**

- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

EXCEPTIONS FROM COVERAGE

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;
 - (b) Proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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

EXCEPTIONS FROM COVERAGE

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

EXCEPTIONS FROM COVERAGE

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

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

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. Land use
 - d. improvements on the Land
 - e. Land division
 - f. environmental protection
 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
 3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
 4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
 5. Failure to pay value for Your Title.
 6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
- This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

**ATTACHMENT ONE
(CONTINUED)**

LIMITATIONS ON COVERED RISKS

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

- For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

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

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
- (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of Interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

INFORMATIONAL NOTES
(continued)

NOTICE

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

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

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

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

File No.33366-01
July 25, 2012

APPENDIX C

**SUMMARY OF DOGGR WEBSITE DATABASE
OIL WELLS IN THE VICINITY OF THE SITE**

STATE OF CALIFORNIA, DEPARTMENT OF CONSERVATION, DIVISION OF OIL, GAS AND GEOTHERMAL RESOURCES DATABASE RECORDS FOR PROJECT SITE VICINITY

<u>Site Reference Number</u>	<u>API Number</u>	<u>Active Well</u>	<u>Well Type</u>	<u>Well Symbol</u>	<u>Operator Name</u>	<u>Well Number</u>	<u>Lease Name</u>	<u>County Name</u>	<u>Field Name</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>Elevation</u>	<u>Latitude 83</u>	<u>Longitude 83</u>	<u>GIS SourceC</u>
1	05905526	Y	OG	AP	Gary A. Darnell, Trust	1	CRA Texas A.U.W.C.	Orange	Esperanza	19	03S	08W	750.544	33.89599065	-117.755536654	gps
2	05905528	Y	OG	AP	Santa Ana Canyon Dev. Corp.	1	Amos-Travis	Orange	Esperanza	19	03S	08W	767.549	33.896920258	-117.75849494	gps
3	05905529	Y	OG	AP	Santa Ana Canyon Dev. Corp.	2	Amos-Travis	Orange	Esperanza	19	03S	08W	764.594	33.897230293	-117.760185555	gps
4	05905531	Y	OG	AP	Santa Ana Canyon Dev. Corp.	1	Reeves	Orange	Esperanza	19	03S	08W	672.746	33.894883256	-117.75747496	gps
5	05905532	Y	OG	AP	Santa Ana Canyon Dev. Corp.	2	Reeves	Orange	Esperanza	19	03S	08W	749.453	33.896618582	-117.757383611	gps
6	05905535	Y	OG	AP	Columbine Associates	2	Dometal	Orange	Esperanza	19	03S	08W	692.843	33.895919332	-117.762568877	gps
7	05905537	Y	OG	AP	Columbine Associates	4	Dometal	Orange	Esperanza	19	03S	08W	740.229	33.900483459	-117.764183233	gps
8	05920318	Y	OG	AP	Santa Ana Canyon Dev. Corp.	3	Amos-Travis	Orange	Esperanza	19	03S	08W	694.83	33.895730546	-117.760177731	gps
9	05920333	Y	OG	AP	Santa Ana Canyon Dev. Corp.	3	Reeves	Orange	Esperanza	19	03S	08W	700.589	33.89547795	-117.75734225	gps
10	05920931	Y	OG	AP	Columbine Associates	6	Dometal	Orange	Esperanza	19	03S	08W	607.828	33.898376998	-117.761339027	gps
11	05921114	Y	OG	AP	Columbine Associates	7	Dometal	Orange	Esperanza	19	03S	08W	615.163	33.898567581	-117.761200369	gps
12	05921324	Y	OG	AP	Columbine Associates	8	Dometal	Orange	Esperanza	19	03S	08W	689.094	33.896065161	-117.762465252	gps
13	05900069	N	OG	AB	Petrominerals Corp.	2	Anaheim Union Water Co.	Orange	Esperanza	19	03S	08W		33.895874	-117.754099	hud
14	05905527	N	OG	AB	Terra Resources, Inc.	2	Westpet-Texas A.U.W.C.	Orange	Esperanza	19	03S	08W		33.897325	-117.755544	hud
15	05905530	N	OG	AB	Petrominerals Corp.	3	Anaheim Union Water Co.	Orange	Esperanza	19	03S	08W		33.895146	-117.752581	hud
16	05905533	N	OG	AB	Lyle E. Kesselman	1	Kesselman-Dominguez	Orange	Esperanza	19	03S	08W		33.895328	-117.762369	hud
17	05905534	N	OG	AB	Columbine Associates	1	Dometal	Orange	Esperanza	19	03S	08W		33.897655	-117.764349	hud
18	05905536	N	OG	AB	Columbine Associates	3	Dometal	Orange	Esperanza	19	03S	08W		33.900668	-117.762691	hud
19	05905538	N	OG	AB	Columbine Associates	5	Dometal	Orange	Esperanza	19	03S	08W		33.89631	-117.765672	hud
20	05905539	N	OG	AB	Columbine Associates	1	Yorba	Orange	Esperanza	24	03S	09W		33.896932	-117.766518	hud
21	05905540	N	OG	AB	York Petroleum Co.	2	Yorba	Orange	Esperanza	24	03S	09W		33.89727	-117.76757	hud
22	05905541	N	OG	AB	Chevron U.S.A. Inc.	1	Dominguez	Orange	Esperanza	19	03S	08W		33.895149	-117.765384	gps
23	05920334	N	OG	AB	Santa Ana Canyon Dev. Corp.	4	Amos-Travis	Orange	Esperanza	19	03S	08W		33.8957	-117.758623	hud
24	05900883	N	OG	DH	Petrominerals Corp.	1	Anaheim Union Water Co.	Orange	Any Field	19	03S	08W		33.892957	-117.751106	hud
25	05901251	N	OG	DH	Wm. A. Thornbury, Inc.	3	A. U. W. C.	Orange	Any Field	20	03S	08W		33.891206	-117.745175	hud
26	05901146	N	OG	DH	CalResources LLC	73-18	Wright	Orange	Any Field	18	03S	08W		33.91305	-117.751588	hud
27	05901253	N	OG	DH	Chevron U.S.A. Inc.	1	Bryant Ranch	Orange	Any Field	21	03S	08W		33.893936	-117.721932	hud
28	05900871	N	OG	DH	Wm. A. Bartholomae	4	Bryant	Orange	Any Field	21	03S	08W		33.899968	-117.727574	hud
29	05900872	N	OG	DH	Wm. A. Bartholomae	5	Bryant Ranch	Orange	Any Field	21	03S	08W		33.894925	-117.721295	hud