



LARRY WALKER
Auditor/Controller - Recorder

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WHEN RECORDED RETURN TO:

City Clerk
City of Redlands
P.O. Box 3005
Redlands, California 92373

Doc#: **2005-0503686**

Titles: **1** Pages: **33**



Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

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**FEES NOT REQUIRED
PER GOVERNMENT CODE
SECTION 6103**

DEVELOPMENT AGREEMENT

**ESRI CAMPUS
REDLANDS, CALIFORNIA**

July 5, 2005

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into this 5th day of July 2005, by and between (i) the CITY OF REDLANDS, a municipal corporation organized and existing under the laws of the State of California (the "**City**"), and (ii) NYS, LLC, a California limited liability company, NYS/NEW, LLC, a California limited liability company, PROPERTY ONE, LLC, a California limited liability company, and ZANJA CORPORATION, a California corporation (collectively or individually as the context requires, the "**Property Owner**"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code. The City and the Property Owner may be referred to herein individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

- A. Environmental Systems Research Institute, Inc. ("**ESRI**") is recognized as one of the City's most important businesses and major employers. The Property Owner owns and provides the land commonly known as the ESRI campus for ESRI. The Property Owner may develop and expand the ESRI campus as its business warrants in response to various technological, demographic, economic and other changes. The City and the Property Owner mutually recognize that this represents an opportunity to work cooperatively in assisting ESRI by providing certainty regarding applicable general plan designations, zoning and other development plans and standards so that ESRI can continue as a major business and employer in the City and so that the Property Owner can make the long-term commitments involved in developing and expanding the ESRI campus in the City. To that end, the Parties now desire to agree upon the applicable land use regulations for the ESRI campus and its development and expansion.
- B. Further development of the ESRI campus is expected to contribute to additional employment opportunities for both current and future residents of the City and is expected to add to the beauty and reputation of the City. Consequently, entering into this Agreement is acknowledged to be to the mutual benefit of the Parties.
- C. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864 *et seq.* of the California Government Code which authorizes the City to enter into a development agreement with any person or entity having a legal or equitable interest in real property, providing for the development of such property and establishing certain reciprocal rights and obligations related to such development.
- D. To implement the above-described state laws, the City adopted Chapter 18.220 of the Redlands Municipal Code to establish procedures and requirements for considering and approving development agreements.
- E. The Property Owner (each as to their respective ownership interests) has a legal and/or equitable interest in the real property situated in the City that is the subject of this Agreement, and therefore satisfies the statutory requirements to enter into this

Agreement. This real property is more particularly described in Exhibit "A" attached hereto (the "**Property**").

- F. The City, on October 17, 1995, adopted Resolution No. 5521, approving the City of Redlands General Plan which, subsequent thereto, has been further amended prior to the date of this Agreement (the "**General Plan**").
- G. The City, on April 19, 2005, adopted Resolution No. 6391 approving General Plan Amendment No. 2005-2-B and Ordinance No. 2600 approving Zone Change No. 401. The City, on June 21, 2005, adopted Resolution No. 6380, approving Street Vacation No. 127, subject to related conditions of approval as stated therein (collectively, the "**GPA**").
- H. In conjunction with approval of the GPA and City Council Resolution No. 6380 the City approved a Mitigated Negative Declaration (the "**Negative Declaration**"), including certain, specified mitigation measures as set forth therein. In doing so, the City Council satisfied the requirements of the California Environmental Quality Act ("**CEQA**," California Public Resources Code Section 21000 *et seq.*), the CEQA Guidelines (Title 14, California Code of Regulations, Section 15000 *et seq.*) and applicable ordinances and regulations of the City.
- I. The GPA, Street Vacation No. 127 and the Negative Declaration, which collectively comprise the current "**Project Approvals**," are incorporated herein by this reference. The Property Owner desires to provide for the development of the Property in accordance with the Project Approvals and this Agreement. Such development of the Property, as permissible under the Project Approvals and subject to any amendments to this Agreement agreed upon by the Parties, is referred to herein as the "**Project**."
- J. The Planning Commission, on April 26, 2005, conducted hearings and adopted findings relating to this Agreement, as required by Chapter 18.220 of the Redlands Municipal Code, and recommended that the City Council approve this Agreement.
- K. The City Council, on July 5, 2005, by Ordinance No. 2613 made all findings and determinations relating to this Agreement which are required by Chapter 18.220 of the Redlands Municipal Code, and approved this Agreement by its adoption of Ordinance No. 2613. In doing so, the City Council determined that this Agreement is consistent with the General Plan and will implement the Project Approvals.
- L. The City Council finds that execution of this Agreement and the performance of and compliance with the terms and conditions set forth herein by the Parties: (i) is in the best interests of the City; (ii) will promote the public convenience, general welfare and good land use practices in the City; (iii) will promote preservation and enhancement of land values in the City; (iv) will encourage the development of the Project by providing a reasonable level of certainty to the Property Owner; and (v) will provide for orderly growth and development in a manner consistent with the General Plan and other plans and regulations of the City.

NOW, THEREFORE, in consideration of the above Recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and obligations of the Parties set forth herein, the Parties agree as follows:

1. Project Development Requirements.

a. Standard of Development. The Property and Project shall be developed in accordance with the Project Approvals, the Applicable Regulations (as defined below), and this Agreement. During the term of this Agreement, the permitted uses for the Property and within the Project, the density and intensity of use, maximum height and size of buildings, other zoning standards, the requirements for reservation or dedication of land for public purposes, the mitigation requirements and all other terms and conditions of development of the Project and the Property shall be those set forth in the Project Approvals and the Applicable Regulations as defined below.

b. Rules and Regulations. Pursuant to Government Code Section 65866, and except as otherwise provided in this Agreement, the regulations, rules and official policies of the City governing (i) permitted uses for the Property and within the Project, (ii) density and intensity of use, (iii) design, improvement and construction standards and specifications, and (iv) all other terms and conditions of development of the Property and the Project shall be those regulations, rules and official policies which are in effect on the effective date of the ordinance approving this Agreement (the "**Applicable Regulations**").

c. Exceptions to Applicable Regulations. Notwithstanding any other provision of this Agreement, the Applicable Regulations shall not include any generally applicable laws, regulations, rules or policies relating to fees, charges or monetary exactions (whether processing, impact or otherwise) that may be levied or imposed on the Project or Property if also generally applicable to other similar properties or projects in the City on a non-discriminatory basis; the conduct of businesses, professions and occupations, generally applicable; taxes and assessments, generally applicable; the general control and abatement of nuisances; encroachment and other ministerial permits, generally applicable; or to uniform building, fire, housing and safety codes adopted by the City by reference.

d. Processing of Applications; Final Action. The Parties recognize that there will be additional approvals required by the Property Owner from the City in connection with carrying out the Project, including, without limitation, planning commission review and approvals, zone changes, grading permits, easements, rights of way, vacations, improvement plans, utility relocations, building permits and occupancy permits. During the term of this Agreement, the Property Owner shall have a legally recognized vested right to have such additional approvals reviewed, considered and determined in accordance with the Project Approvals and the Applicable Regulations and to carry out the Project in accordance with Project Approvals and the Applicable Regulations. The City recognizes the importance to the Project of achieving and maintaining the efficient processing of Project-related applications and related documents. Accordingly, the City shall diligently and in good faith process any such applications and take final action thereon as quickly as reasonably possible and, in any event, in accordance with time periods set forth in applicable state laws and local ordinances or regulations. The foregoing requirements are subject to the Property Owner's applications for such additional approvals being in proper form for submittal and processing, including all required documents,

information and fees, based on the City's generally applicable standards in effect at the time of submittal.

e. Municipal Services. Following satisfaction by the Property Owner of the requirements to obtain the necessary permits to carry out each phase of the Project, in accordance with the Project Approvals, the City shall provide to the Project all municipal services required to serve the Project (including but not limited to facilities toward which the Property Owner has paid fees) which are provided by the City to other property owners either citywide or in the vicinity of the Project, at a cost no higher on a pro rated basis than is charged to such other property owners, provided that the Property Owner complies with all requirements of the Project Approvals and Applicable Regulations pertaining to construction and/or financing of improvements related to such services, and further provided that there are no physical impediments which make it impossible for the City to provide any particular service to the Project.

f. Municipal Utility Relocation. The Property Owner recognizes that it may be required to enter into an agreement with the City for any relocation of water and sewer mains and appurtenances, and that under the terms of such agreement the total costs of any such relocation shall be borne by the Property Owner.

2. Project Approvals.

a. Term of Approvals. The Project Approvals shall remain valid and in effect for the entire term of this Agreement, and the City shall take no action to rescind, revise or otherwise modify the Project Approvals, except at the request of, or with the consent of, the Property Owner.

b. Consistency of Land Use Designations. The Parties recognize the importance of maintaining the protections afforded by this Agreement to the greatest extent feasible. Accordingly, the City shall not modify any land use designation within the Project boundaries in such a way as to preclude or interfere with all or any part of the Project or the vested rights applicable to the Property and the Project as provided under this Agreement.

3. Term of Agreement. The term of this Agreement shall commence on the effective date of the ordinance approving this Agreement and shall continue for a period of thirty (30) years thereafter unless this term is modified, extended or terminated pursuant to the provisions of this Agreement.

4. Binding Effect of Agreement.

a. Covenant. This Agreement shall bind, and inure to the benefit of, the respective Parties and their successors in interest, including their heirs, representatives, assigns, affiliates and all other persons and entities acquiring any rights or interests in the Property or any portion thereof, whether by operation of law or in any other manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land.

b. No Property Interest. Nothing herein shall be construed as a dedication or transfer of any right or interest in, or as creating a lien with respect to, title to the Property.

5. Assignment. Each of the Property Owners shall have the right to sell, assign or transfer the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410 et seq.) to any person, partnership, joint venture, limited liability company, firm or corporation at any time during the term of this Agreement. Any such sale, assignment or transfer may include the assignment of those rights, duties and obligations arising under or from this Agreement which are applicable to the Property or part thereof being assigned, transferred or sold. No sale, transfer, or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer, or assignment of all or a part of the Property. The express written assumption of any or all of the obligations of Property Owner under this Agreement by such assignee, transferee or purchaser shall relieve Property Owner of its legal duty to perform such obligations under this Agreement. Any purchaser, assignee or transferee of Property Owner shall have all of the rights, duties and obligations of Property Owner under this Agreement insofar as such rights, duties and obligations are applicable to the Property or part thereof purchased, assigned or transferred.

6. Notices.

a. Form of Notice. All notices between the City and either the Property Owner or any Assignee, given pursuant to the provisions of this Agreement, shall be in writing and shall be given by personal delivery, facsimile or mail. Notice by personal delivery or facsimile shall be deemed effective upon the delivery of such notice to the Party for whom it is intended at the address set forth below. Notice by mail shall be deemed effective two (2) business days after depositing such notice, addressed as set forth below, properly sealed, postage prepaid, registered or certified, return receipt requested, with the United States Postal Service, regardless of when the notice is actually received. The addresses to be used for purposes of notice shall be:

If to the City: City of Redlands
 35 Cajon Street, Suite 200
 P.O. Box 3005 (mailing)
 Redlands, California 92373
 Fax: (909) 798-7510
 Attention: City Manager

With a copy to: City of Redlands
35 Cajon Street, Suite 200
P.O. Box 3005 (mailing)
Redlands, California 92373
Fax: (909) 798-7595
Attention: City Attorney

If to Property Owner: NYS, LLC
NYS/NEW, LLC
Property One, LLC
Zanja Corporation
380 New York Street
Redlands, CA 92373
Fax: (909) 792-6234
Attention: Jack Dangermond

With a copy to: McPeters McAlearney Shimoff & Hatt, APC
4 W. Redlands Blvd, 2nd Floor
P.O. Box 2084
Redlands, CA 92373
Fax: (909) 792-6234
Attention: James R. Harper, Esq.

b. Change of Address. Any Party may change the address to which notices are to be sent (and/or the person to whose attention notices are to be directed) at any time by giving written notice of such change in the manner provided above.

7. Amendment of Agreement. This Agreement, including the term hereof, may be amended from time to time by mutual consent of the Parties, in accordance with the provisions of Government Code Section 65868 and Chapter 18.220 of the Redlands Municipal Code. In the event any Property Owner (or any successor, assign or affiliate of any Property Owner and/or the owner(s) thereof) from time to time obtains a legal or equitable interest in real property that such owner reasonably believes contributes to, or serves as an expansion for, the ESRI campus, then such owner may from time to time file applications with the City to amend this Agreement to make such additional property and/or such owner subject to the terms and conditions of this Agreement and the City agrees to diligently and in good faith process and take final action on such application(s) as quickly as reasonably possible and, in any event, in accordance with time periods set forth in applicable state laws and local ordinances or regulations. Any and all further City authorizations and approvals in connection with the further development and expansion of the ESRI campus shall become part of the Project Approvals.

8. Interpretation and Enforcement of Agreement.

a. Complete Agreement. This Agreement represents the complete understanding between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements, discussions and negotiations in connection therewith. No amendment,

modification or cancellation of this Agreement shall be valid unless in writing and executed by the Parties, other than a cancellation pursuant to Section 11 below.

b. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and shall remain in full force and effect, unless such invalidation renders any remaining provisions impossible or impractical to enforce.

c. Conflict With State or Federal Laws. In the event that any state or federal laws or regulations, enacted after the effective date of this Agreement, prevent or preclude compliance by either Party with any provisions hereof, such provisions shall be modified or suspended to the extent necessary to comply with such state or federal laws or regulations.

d. Applicable Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of California and any applicable laws of the United States of America.

e. Prevailing Party. In the event of any action or proceeding brought by either Party against the other to enforce the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable costs and expenses, including attorneys' fees, incurred in connection therewith.

f. Authority of Signatories. All the Parties represent and warrant that the persons signing this Agreement on their behalves have full authority to bind the respective Parties, and that each and every term of this Agreement is fully enforceable in all respects at the time this Agreement is executed and shall remain fully enforceable at all times during which the Agreement is in effect and, where indicated, beyond the term of this Agreement. Such enforceability shall pertain to both the substantive provisions of this Agreement and any remedies available for violation of the Agreement by either Party, including but not limited to awards of damages.

g. Indemnification. If any claim, action, or proceeding is filed against the City or its agents, officers or employees to attach, set aside, void or annul, the approval by the City of this Agreement, Property Owner shall defend (with attorneys selected and directed by Property Owner), indemnify and hold harmless City and its agents, officers and employees. City shall promptly notify Property Owner of any such claim, action or proceeding, and shall cooperate fully in the defense. If City fails to promptly notify Property Owner of such claim, action or proceeding or if City fails to cooperate fully in the defense, Property Owner shall not thereafter be responsible to defend, indemnify or hold harmless City. Nothing contained in this Section prohibits City from participating in the defense of any such claim, action or proceeding provided the City bears its own attorneys' fees and costs and defends in good faith. Property Owner shall not be required to pay or perform any settlement of any such claim, action or proceeding unless the settlement is approved by Property Owner.

h. Waiver and Delays. Failure by either Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or failure by either Party to exercise its rights upon a default by the other Party, shall not constitute a waiver of any right to demand strict performance by such other Party in the future.

i. Force Majeure. Neither Party shall be deemed to be in default for failure or delay in performance of any of its obligations under this Agreement if caused by floods, earthquakes, other acts of God, fires, wars, riots or similar hostilities, strikes or other labor difficulties, government agencies and their regulations, or other causes beyond the reasonable control of the Party claiming the force majeure. If any such event shall occur, the term of this Agreement and the time for performance by the Property Owner of any of its obligations hereunder shall be extended by the period of time that such events prevent it from proceeding with development of the Project.

9. Estoppel Certificate. Any Party may, at any time and from time to time, deliver written notice to another Party requesting certification in writing that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended, or, if so amended, identifying the amendments; and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or, if in default, describing the nature and extent of any such default. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. The City Manager of the City shall have the authority to execute any such certificate requested by the Property Owner. The City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees.

10. Periodic Review of Compliance With Agreement.

a. Annual Review. This Agreement shall be subject to annual review, pursuant to California Government Code Section 65865.1. Within thirty (30) days following each anniversary of the date of recording of this Agreement, the Property Owner shall submit to the Planning Official of the City written documentation demonstrating good-faith compliance with the terms of this Agreement ("**Annual Report**"), to the extent that the Property Owner has taken or is required to take any action pursuant to this Agreement. Failure by the Property Owner to submit the Annual Report in a timely manner shall not itself constitute a breach of this Agreement, unless the City has first given the Property Owner a minimum of thirty (30) days notice thereof and the Property Owner fails to submit the Annual Report within thirty (30) days after receipt of such notice. Property Owner shall pay to the City the cost for City review within the thirty (30) day period referenced above in accordance with Section 18.220.180 of the Redlands Municipal Code.

b. Contents of Report. The Annual Report and any supporting documents shall describe (i) any permits or other approvals which have been issued or for which application has been made and (ii) any development or construction activity which has commenced or has been completed since the date hereof or since the preceding annual

review. The City shall review all the information contained in such report in determining the Property Owner's good faith compliance with this Agreement.

c. Waiver. The City does not waive any claim of defect in performance by the Property Owner if, at the time of an annual review, the City does not propose immediately to exercise its remedies hereunder. However, in the event that the City, following receipt of the Annual Report for any year, fails to review the information contained therein and/or to determine the Property Owner's good faith compliance with this Agreement, the Property Owner shall be deemed to be in good faith compliance with regard to the period covered by that Annual Report.

11. Violations.

a. Violation by Property Owner.

(1) The Property Owner shall be deemed in violation of the terms of this Agreement if a finding and determination is made by the City, upon the basis of substantial evidence that the Property Owner has not complied in good faith with one or more of the material terms or conditions of this Agreement. A default on the part of an assignee pursuant to Section 5 above shall not under any circumstances constitute a violation of this Agreement by the Property Owner.

(2) If the City believes the Property Owner to be in violation of this Agreement, the City shall give the Property Owner thirty (30) days written notice specifying the nature of the alleged violation and, when appropriate, the manner in which the violation may be satisfactorily cured. Failure or delay in giving notice of a violation shall not constitute a waiver of such violation.

(3) The Property Owner may appeal the allegation of violation by filing a notice of appeal with the City Clerk, within the thirty (30) day cure period described in the preceding paragraph. The Property Owner's appeal shall be placed on the agenda of the next regularly scheduled meeting of the City Council, which shall be an open meeting but not a public hearing. If the City Council finds that a violation has occurred and is continuing, the Property Owner shall be given another sixty (60) days within which to cure such violation; provided that such time period shall be extended automatically so long as the Property Owner is engaged in making good faith efforts to cure the violation. At the next City Council meeting following expiration of the sixty (60) day period allowed for curing the violation, or any extension thereof, the City Council shall set forth by motion or resolution its determination as to (i) the continuation of the violation and (ii) any action to be taken, which action may include amendment or termination of this Agreement. Any action to terminate shall be in the form of a resolution and shall be supported by written findings.

(4) After proper notice and expiration of the cure period without appeal, cure or commencement of substantial effort toward a cure by the Property Owner, the City may take unilateral action to terminate or amend this Agreement.

b. Violation by City.

(1) The City shall be deemed in violation of the terms of this Agreement upon failure of the City to carry out any of its obligations hereunder.

(2) If the Property Owner believes the City to be in violation of this Agreement, the Property Owner promptly shall notify the City, through its City Manager, to that effect, setting forth the grounds upon which a violation is claimed, facts in support of such grounds, and the means through which such violation may be cured. The City shall have thirty (30) days following the date of receipt of the notice within which to take action to deny the claim, cure the violation or undertake substantial action toward the cure.

(3) If the action of the City is unsatisfactory to the Property Owner, the Property Owner may make an appeal to the City Council, provided that, within ten (10) days following the date of receipt of the notice of denial of the claim, or within ten (10) days following the date of expiration of the cure period described in the preceding paragraph, whichever occurs first, the Property Owner files with the City Clerk a notice of appeal to the City Council. The City Council thereafter shall consider this matter on the agenda of its next regularly scheduled meeting, which shall be an open meeting but not a public hearing, at which the Property Owner may present information regarding the alleged violation. Based upon the information presented by the Property Owner, the City Council shall make a determination as to whether the City is in violation of this Agreement, as alleged by the Property Owner.

c. Legal Enforcement. Subject to the prior exhaustion of all administrative remedies set forth above (except to the extent that such acts would be futile), in addition to any other rights or remedies, either Party may institute legal action (i) to cure, correct or remedy any violation, (ii) to enforce any covenants or agreements herein, (iii) to enjoin any threatened or attempted violation hereof, (iv) to recover damages for any default or (v) to obtain any other remedies consistent with the purposes of this Agreement. In addition to any other remedies available herein, (i) either Party may have liability under this Agreement for contractual damages, (ii) each Party shall be entitled to specific performance by the other Party of its obligations under this Agreement and (iii) each Party shall be subject to liability for violation of a statutory or constitutional right of the other Party which exists independent of this Agreement. Any such legal action shall be brought in the Superior Court of San Bernardino County, State of California, or in an appropriate federal court.

12. Relationship of Parties. In performing its obligations hereunder, the Property Owner is acting under this Agreement as an independent contractor and not as an agent or employee of the City. Further, nothing in this Agreement shall be construed as creating between the Property Owner and the City a partnership or joint venture for any purpose.

13. Exhibits. All exhibits referred to in, and attached to, this Agreement are incorporated herein by such reference.

14. Adoption of Agreement. Adoption of this Agreement by the City shall be by ordinance.

15. City Owned Parcels and Property Owner Reversionary Rights. This Agreement shall not apply to the parcels of real property currently owned in fee title by the City which are included in Exhibit A hereto and listed as APN: 0171-021-09 and 12, unless and until Property Owner obtains fee title thereto pursuant to Property Owner's existing reversionary interests in any such parcel.

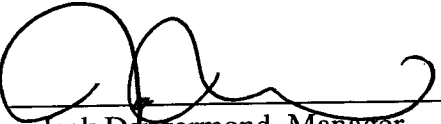
16. Recording of Agreement. Within ten (10) days following the adoption by the City of the ordinance approving this Agreement, or any subsequent amendment hereof, the City Clerk shall record a fully executed copy hereof with the County Recorder of San Bernardino County, State of California.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties have executed this Agreement, to be effective as of the date set forth in the first paragraph hereof.


“PROPERTY OWNER”

NYS, LLC,
a California limited liability company

By: 
Jack Dangermond, Manager


By: 
Laura Dangermond, Manager

NYS/NEW, LLC
a California limited liability company

By: 
Jack Dangermond, Manager

By: 
Laura Dangermond, Manager

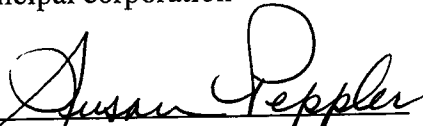
PROPERTY ONE, LLC
a California limited liability company

By: 
Jack Dangermond, Manager

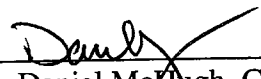
By: 
Laura Dangermond, Manager

“CITY”

CITY OF REDLANDS,
a municipal corporation

By: 
Susan Pepler, Mayor

APPROVED AS TO LEGAL FORM.


Daniel McHugh, City Attorney

ATTEST:


Lorrie Poyzer, City Clerk

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ZANJA CORPORATION
a California corporation

By: *Logan Hardison*
Logan Hardison
President

By: ~~*[Signature]*~~
John D. McAlearney, Jr.
Secretary

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) SS
CITY OF REDLANDS)

By the authority granted under Chapter 4, Article 3, Section 1181, of the California Civil Code, and Chapter 2, Division 3, Section 40814, of the California Government Code, on June 21, 2005, before me, Beatrice Sanchez, Deputy City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Susan Pepler, Lorrie Poyzer and Dan McHugh { X} personally known to me - or - { } 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.



WITNESS my hand and official seal.

LORRIE POYZER, CITY CLERK

By: *Beatrice Sanchez*
Beatrice Sanchez, Deputy City Clerk
(909)798-7531

~~~~~  
**CAPACITY CLAIMED BY SIGNER(S)**

{ } **Individual(s) signing for oneself/themselves**

{ } **Corporate Officer(s)**

Title(s) \_\_\_\_\_

Company \_\_\_\_\_

{ } **Partner(s)**

Partnership \_\_\_\_\_

{ } **Attorney-In-Fact**

Principal(s) \_\_\_\_\_

{ } **Trustee(s)**

Trust \_\_\_\_\_

{ x } **Other**

Title(s): Mayor, City Clerk and City Attorney

Entity Represented: City of Redlands, a municipal corporation

~~~~~  
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title or Type of Document: Development Agreement

Date of Document: July 5, 2005

Signer(s) Other Than Named Above: Jack Dangermond, Laura Dangermond, Logan Hardison and John McAlearney, Jr.

Title or Type of Document: Development Agreement with _____, a

Date of Document: _____, 20__

Signor(s) Other Than Named Above: _____

STATE OF CALIFORNIA)
 : ss.
COUNTY OF SAN BERNARDINO)

On June 21, 2005, before me, Karen J. Sykes, notary public, personally appeared Jack Dangermond, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Karen J Sykes

STATE OF CALIFORNIA)
 : ss.
COUNTY OF SAN BERNARDINO)

On June 21, 2005, before me, Karen J. Sykes, notary public, personally appeared Laura Dangermond, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Karen J Sykes

STATE OF CALIFORNIA)
 : ss.
COUNTY OF SAN BERNARDINO)

On June 21, 2005, before me, Karen J. Sykes, notary public, personally appeared Logan Hardison, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Karen J Sykes

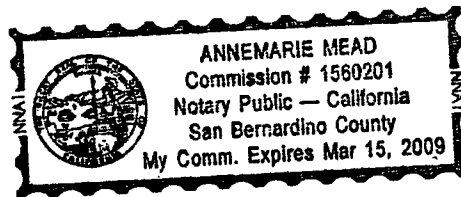


STATE OF CALIFORNIA)
 : ss.
COUNTY OF SAN BERNARDINO)

On JUNE 21, 2005, before me, ANNEMARIE MEAD, notary public, personally appeared John D. McAlearney, Jr., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Annemarie Mead



Parcels 0171-021-09, 12

PARCEL 1:

THAT PORTION OF BLOCK 29, BARTON RANCH, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE 19, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF NEW YORK STREET AND THE SOUTH LINE OF THE NORTH 1/2 OF SAID BLOCK 29, PRODUCED WESTERLY;
THENCE NORTH 0° 43' 15" WEST ALONG THE CENTERLINE OF SAID NEW YORK STREET, 320.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 89° 54' 32" EAST PARALLEL WITH THE AFORESAID SOUTH LINE OF THE NORTH 1/2 OF BLOCK 29, 616.00 FEET;
THENCE NORTH 0° 43' 15" WEST PARALLEL WITH THE CENTERLINE OF SAID NEW YORK STREET, 80.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 400 FEET OF SAID NORTH 1/2 OF BLOCK 29 OF THE BARTON RANCH;
THENCE SOUTH 89° 54' 32" WEST ALONG THE NORTH LINE OF THE SOUTH 400 FEET OF SAID NORTH 1/2 OF BLOCK 29, 616.00 FEET TO A POINT ON THE CENTERLINE OF SAID NEW YORK STREET;
THENCE SOUTH 0° 43' 15" EAST ALONG THE CENTERLINE OF NEW YORK STREET, 80.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WESTERLY 40 FEET LYING WITHIN NEW YORK STREET.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF REDLANDS BY DEED RECORDED DECEMBER 23, 1935 IN BOOK 1108, PAGE 367 OFFICIAL RECORDS OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF NEW YORK STREET, SAID POINT BEING THE NORTHWEST CORNER OF THE SOUTH 400 FEET OF THE WEST 853.30 FEET OF THE NORTH 1/2 OF SAID BLOCK 29;
THENCE ALONG THE NORTH LINE OF THE AFORESAID SOUTH 400 FEET, EAST 50 FEET;
THENCE SOUTHWESTERLY 54.60 FEET TO A POINT ON THE EAST LINE OF NEW YORK STREET;
THENCE ALONG THE EAST LINE OF NEW YORK STREET NORTH 22 FEET TO THE POINT OF BEGINNING;

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Parcels 0171-021-09, 12

PARCEL 2:

THAT PORTION OF BLOCK 29, BARTON RANCH, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE 19, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF NEW YORK STREET AND THE SOUTH LINE OF THE NORTH 1/2 OF SAID BLOCK 29, PRODUCED WESTERLY;
THENCE NORTH 89° 54' 32" EAST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF BLOCK 29, 616.00 FEET;
THENCE CONTINUING ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF SAID BLOCK 29, 275.71 FEET TO A POINT 386.8 FEET WEST OF THE WEST LINE OF TEXAS STREET AS SHOWN ON SAID MAP;
THENCE NORTH 0° 42' 12" WEST PARALLEL WITH THE WEST LINE OF SAID TEXAS STREET, 290.70 FEET TO THE SOUTH RIGHT OF WAY LINE OF REDLANDS BOULEVARD, FORMERLY KNOWN AS CENTRAL AVENUE AND FORMERLY KNOWN AS HIGHWAY 99;
THENCE NORTH 58° 15' 45" WEST ALONG SAID RIGHT OF WAY LINE, 23.24 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF REDLANDS BY DEED RECORDED SEPTEMBER 28, 1934 IN BOOK 996, PAGE 195 OFFICIAL RECORDS OF SAID COUNTY, SAID CORNER ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE SOUTH 89° 54' 32" WEST ALONG THE SOUTH LINE OF THE AFORESAID PARCEL CONVEYED TO THE CITY OF REDLANDS, 56.85 FEET TO AN ANGLE POINT THEREIN;
THENCE NORTH 58° 15' 45" WEST ALONG THE SOUTHWESTERLY LINE OF THE AFORESAID PARCEL CONVEYED TO THE CITY OF REDLANDS, 183.41 FEET TO THE MOST WESTERLY CORNER OF THE AFORESAID PARCEL CONVEYED TO THE CITY OF REDLANDS;
THENCE SOUTH 89° 54' 32" WEST PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF SAID BLOCK 29, 44.15 FEET;
THENCE SOUTH 0° 43' 15" EAST 56.50 FEET;
THENCE NORTH 67° 41' 38" EAST 62.93 FEET;
THENCE SOUTH 58° 15' 45" EAST 227.35 FEET;
THENCE NORTH 0° 42' 12" WEST 47.35 FEET;
THENCE NORTH 31° 44' 15" EAST 10.04 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT A-1 pg 2

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Parcel 0171-021-013

PARCEL 1:

THAT PORTION OF BLOCK 29, BARTON RANCH, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE 19, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF NEW YORK STREET AND THE SOUTH LINE OF THE NORTH 1/2 OF SAID BLOCK 29, PRODUCED WESTERLY;
THENCE NORTH 89° 54' 32" EAST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF BLOCK 29, 616.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF SAID BLOCK 29, 272.71 FEET TO A POINT 386.8 FEET WEST OF THE WEST LINE OF TEXAS STREET, AS SHOWN ON SAID MAP;
THENCE NORTH 0° 42' 12" WEST, PARALLEL WITH THE WEST LINE OF SAID TEXAS STREET, 290.70 FEET TO THE SOUTH RIGHT OF WAY LINE OF REDLANDS BOULEVARD, FORMERLY KNOWN AS CENTRAL AVENUE AND FORMERLY KNOWN AS HIGHWAY 99;
THENCE NORTH 58° 15' 45" WEST ALONG SAID RIGHT OF WAY LINE, 23.24 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF REDLANDS BY DEED RECORDED SEPTEMBER 28, 1934, IN BOOK 996, PAGE 195 OFFICIAL RECORDS OF SAID COUNTY;
THENCE SOUTH 89° 54' 32" WEST ALONG THE SOUTH LINE OF THE AFORESAID PARCEL CONVEYED TO THE CITY OF REDLANDS, 56.85 FEET TO AN ANGLE POINT THEREIN;
THENCE NORTH 58° 15' 45" WEST ALONG THE SOUTHWESTERLY LINE OF THE AFORESAID PARCEL CONVEYED TO THE CITY OF REDLANDS, 183.41 FEET TO THE MOST WESTERLY CORNER OF THE AFORESAID PARCEL CONVEYED TO THE CITY OF REDLANDS;
THENCE SOUTH 89° 54' 32" WEST, PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF SAID BLOCK 29, 44.15 FEET TO A POINT WHICH IS NORTH 0° 43' 15" WEST, 400.00 FEET FROM THE POINT OF BEGINNING;
THENCE SOUTH 0° 43' 15" EAST, PARALLEL WITH THE CENTER LINE OF SAID NEW YORK STREET, 400.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF REDLANDS, A MUNICIPAL CORPORATION, BY DEED RECORDED DECEMBER 3, 1991 AS INSTRUMENT NO. 91-455502 OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

THAT PORTION OF BLOCK 29, BARTON RANCH, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE 19, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF NEW YORK STREET AND THE SOUTH LINE OF THE NORTH 1/2 OF SAID BLOCK 29, PRODUCED WESTERLY;
THENCE NORTH 89° 54' 32" EAST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF BLOCK 29, 616.00 FEET;
THENCE CONTINUING ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF SAID BLOCK 29, 275.71 FEET TO A POINT 386.8 FEET WEST OF THE WEST LINE OF TEXAS STREET, AS SHOWN ON SAID MAP;
THENCE NORTH 0° 42' 12" WEST, PARALLEL WITH THE WEST LINE OF SAID TEXAS STREET, 290.70 FEET TO THE SOUTH RIGHT OF WAY LINE OF REDLANDS BOULEVARD, FORMERLY KNOWN AS CENTRAL AVENUE AND FORMERLY KNOWN AS HIGHWAY 99;
THENCE NORTH 58° 15' 45" WEST ALONG SAID RIGHT OF WAY LINE, 23.24 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF REDLANDS BY DEED RECORDED SEPTEMBER 28, 1934 IN BOOK 996 PAGE 195 OFFICIAL RECORDS OF SAID COUNTY, SAID CORNER ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE SOUTH 89° 54' 32" WEST ALONG THE SOUTH LINE OF THE AFORESAID PARCEL CONVEYED TO THE CITY OF REDLANDS, 56.85 FEET TO AN ANGLE POINT THEREIN;

EXHIBIT A-2₀₁

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THENCE NORTH 58° 15' 45" WEST ALONG THE SOUTHWESTERLY LINE OF THE AFORESAID PARCEL CONVEYED TO THE CITY OF REDLANDS, 183.41 FEET TO THE MOST WESTERLY CORNER OF THE AFORESAID PARCEL CONVEYED TO THE CITY OF REDLANDS;
THENCE SOUTH 89° 54' 32" WEST, PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF SAID BLOCK 29, 44.15 FEET;
THENCE SOUTH 0° 43' 15" EAST, 56.50 FEET;
THENCE NORTH 67° 41' 38" EAST, 62.93 FEET;
THENCE SOUTH 58° 15' 45" EAST, 227.35 FEET;
THENCE NORTH 0° 42' 12" WEST, 47.35 FEET;
THENCE NORTH 31° 44' 15" EAST, 10.04 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

A PERPETUAL AND NON-EXCLUSIVE EASEMENT OVER AND ACROSS THE SERVIENT TENEMENT FOR THE FOLLOWING PURPOSES: (I) INGRESS AND EGRESS FROM THE DOMINANT TENEMENT TO NEW YORK STREET; (II) USE OF THE IMPROVED PARKING AREAS (WHICH EXPRESSION AS USED THEREIN INCLUDES ENTRANCES, EXITS, DRIVEWAYS AND WALKS) FOR THE PARKING OF VEHICLES MONDAY THROUGH FRIDAY DURING NORMAL BUSINESS HOURS; AND (III) CONSTRUCTION OF THE PARKING IMPROVEMENTS AND TRAIL IMPROVEMENTS DESCRIBED IN SECTION 3 HEREOF, AND THE TEMPORARY PLACEMENT OF EQUIPMENT AND MATERIALS NECESSARY IN CONNECTION WITH SUCH CONSTRUCTION.

SAID SERVIENT TENEMENT IS DESCRIBED AS FOLLOWS:

PARCEL "A" THAT PORTION OF BLOCK 29, BARTON RANCH, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE 19, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF NEW YORK STREET AND THE SOUTH LINE OF THE NORTH 1/2 OF SAID BLOCK 29, PRODUCED WESTERLY;
THENCE NORTH 0° 43' 15" WEST ALONG THE CENTER LINE OF SAID NEW YORK STREET, 320.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 89° 54' 32" EAST, PARALLEL WITH THE AFORESAID SOUTH LINE OF THE NORTH 1/2 OF BLOCK 29, 616.00 FEET;
THENCE NORTH 0° 43' 15" PARALLEL WITH THE CENTER LINE OF SAID NEW YORK STREET, 80.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 400 FEET OF SAID NORTH 1/2 OF BLOCK 29 OF THE BARTON RANCH;
THENCE SOUTH 89° 54' 32" WEST ALONG THE NORTH LINE OF THE SOUTH 400 FEET OF SAID NORTH 1/2 OF BLOCK 29, 616.00 FEET TO A POINT ON THE CENTER LINE OF SAID NEW YORK STREET;
THENCE SOUTH 0° 43' 15" EAST ALONG THE CENTER LINE OF NEW YORK STREET, 80.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WESTERLY 40 FEET LYING WITHIN NEW YORK STREET.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF REDLANDS BY DEED RECORDED DECEMBER 23, 1935 IN BOOK 1108 PAGE 367 OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF NEW YORK STREET, SAID POINT BEING THE NORTHWEST CORNER OF THE SOUTH 400 FEET OF THE WEST 853.30 FEET OF THE NORTH 1/2 OF SAID BLOCK 29;
THENCE ALONG THE NORTH LINE OF THE AFORESAID SOUTH 400 FEET, EAST 50 FEET;
THENCE SOUTHWESTERLY 54.60 FEET TO A POINT ON THE EAST LINE OF NEW YORK STREET;
THENCE ALONG THE EAST LINE OF NEW YORK STREET, NORTH 22 FEET TO THE POINT OF

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BEGINNING.

PARCEL "B":

THAT PORTION OF BLOCK 29, BARTON RANCH, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE 19, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF NEW YORK STREET AND THE SOUTH LINE OF THE NORTH 1/2 OF SAID BLOCK 29, PRODUCED WESTERLY;
THENCE NORTH 89° 54' 32" EAST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF BLOCK 29, 161.00 FEET;
THENCE CONTINUING ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF SAID BLOCK 29, 275.71 FEET TO A POINT 386.8 FEET WEST OF THE WEST LINE OF TEXAS STREET, AS SHOWN ON SAID MAP;
THENCE NORTH 0° 41' 12" WEST, PARALLEL WITH THE WEST LINE OF SAID TEXAS STREET, 290.70 FEET TO THE SOUTH RIGHT OF WAY LINE OF REDLANDS BOULEVARD, FORMERLY KNOWN AS CENTRAL AVENUE AND FORMERLY KNOWN AS HIGHWAY 99;
THENCE NORTH 58° 15' 45" WEST ALONG SAID RIGHT OF WAY LINE, 23.24 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF REDLANDS, BY DEED RECORDED SEPTEMBER 28, 1934 IN BOOK 996 PAGE 195 OFFICIAL RECORDS OF SAID COUNTY, SAID CORNER ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE SOUTH 89° 54' 32" WEST ALONG THE SOUTH LINE OF THE AFORESAID PARCEL CONVEYED TO THE CITY OF REDLANDS, 56.85 FEET TO AN ANGLE POINT THEREIN;
THENCE NORTH 58° 15' 45" WEST ALONG THE SOUTHWESTERLY LINE OF THE AFORESAID PARCEL CONVEYED TO THE CITY OF REDLANDS, 183.41 FEET TO THE MOST WESTERLY CORNER OF THE AFORESAID PARCEL CONVEYED TO THE CITY OF REDLANDS;
THENCE SOUTH 89° 54' 32" WEST, PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF SAID BLOCK 29, 44.15 FEET;
THENCE SOUTH 0° 43' 15" EAST, 56.50 FEET;
THENCE NORTH 67° 41' 38" EAST, 69.93 FEET;
THENCE SOUTH 58° 15' 45" EAST, 227.35 FEET;
THENCE NORTH 0° 42' 12" WEST, 47.35 FEET;
THENCE NORTH 31° 44' 15" EAST, 10.04 FEET TO THE TRUE POINT OF BEGINNING.

SAID EASEMENT WAS CREATED BY AND IS PURSUANT TO THE GRANT OF EASEMENTS AND DECLARATION OF COVENANTS RECORDED AUGUST 2, 1990 AS INSTRUMENT NO. 90-306509 OFFICIAL RECORDS.

PARCEL 3:

A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES UPON, OVER, UNDER AND ACROSS THAT PORTION OF BLOCK 29, BARTON RANCH, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE 19, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF NEW YORK STREET AND THE SOUTH LINE OF THE NORTH 1/2 OF SAID BLOCK 29, PRODUCED WESTERLY;
THENCE NORTH 89° 54' 32" EAST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF BLOCK 29, 616 FEET;
THENCE CONTINUING ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF SAID BLOCK 29, 275.71 FEET TO A POINT 386.8 FEET WEST OF THE WEST LINE OF TEXAS STREET, AS SHOWN ON SAID MAP;
THENCE NORTH 0° 42' 12" WEST, PARALLEL WITH THE WEST LINE OF SAID TEXAS STREET, 290.70 FEET TO THE SOUTH RIGHT OF WAY LINE OF REDLANDS BOULEVARD, FORMERLY KNOWN AS CENTRAL AVENUE AND FORMERLY KNOWN AS HIGHWAY 99, THIS POINT ALSO BEING THE

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TRUE POINT OF BEGINNING;
THENCE SOUTH 58° 15' 45" EAST ALONG SAID RIGHT OF WAY LINE, 35.00 FEET;
THENCE SOUTH 31° 44' 15" WEST AT RIGHT ANGLES TO SAID RIGHT OF WAY LINE, 55.06 FEET;
THENCE NORTH 0° 42' 12" WEST, 65.25 FEET TO THE TRUE POINT OF BEGINNING.

SAID EASEMENT WAS CREATED BY AND IS PURSUANT TO THE GRANT OF MUTUAL EASEMENTS AND LICENSE RECORDED MAY 30, 1990 AS INSTRUMENT NO. 90-210422 OFFICIAL RECORDS.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT OVER, UNDER AND ACROSS THE SOUTH 20 FEET OF THE SERVIENT TENEMENT FOR THE PURPOSE OF INSTALLING, CAUSING TO BE INSTALLED, MAINTAINING OR CAUSING TO BE MAINTAINED, LINES FOR THE TRANSMISSION OF SEWAGE, WATER, GAS, ELECTRICITY, TELEPHONE, CABLE TELEVISION AND OTHER SIMILAR SERVICE PROVIDED, OR TO BE PROVIDED IN THE FUTURE, BY ANY PRIVATE OR PUBLIC UTILITY (COLLECTIVELY "UTILITIES") TO SERVE IN THE DOMINANT TENEMENT.

SAID SERVIENT TENEMENT IS DESCRIBED AS FOLLOWS:

THAT PORTION OF BLOCK 29, BARTON RANCH, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE 19, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF NEW YORK STREET AND THE SOUTH LINE OF THE NORTH 1/2 OF SAID BLOCK 29, PRODUCED WESTERLY;
THENCE NORTH 0° 43' 15" WEST ALONG THE CENTER LINE OF SAID NEW YORK STREET, 320.00 FEET;
THENCE NORTH 89° 54' 32" EAST ALONG A LINE PARALLEL WITH THE AFORESAID SOUTH LINE OF THE NORTH 1/2 OF SAID BLOCK 29, A DISTANCE OF 616.00 FEET;
THENCE SOUTH 0° 43' 15" EAST, PARALLEL WITH THE CENTER LINE OF SAID NEW YORK STREET, 320.00 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID NORTH 1/2 OF BLOCK 29;
THENCE SOUTH 89° 54' 32" WEST ALONG THE AFORESAID SOUTH LINE OF THE NORTH 1/2 OF BLOCK 29, 161.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WESTERLY 40 FEET LYING WITHIN NEW YORK STREET.

SAID EASEMENT WAS CREATED BY AND IS PURSUANT TO A GRANT OF EASEMENT AND DECLARATION OF COVENANTS RECORDED OCTOBER 27, 1986 AS INSTRUMENT NO. 86-314664 OFFICIAL RECORDS.

PARCEL 5:

A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UNDER AND ACROSS THE NORTH 10 FEET OF THE SOUTH 30 FEET OF THE SERVIENT TENEMENT FOR THE PURPOSE OF INSTALLING, CAUSING TO BE INSTALLED, MAINTAINING, OR CAUSING TO BE MAINTAINED, LINES FOR THE TRANSMISSION OF SEWAGE, WATER, GAS, ELECTRICITY, TELEPHONE, CABLE TELEVISION AND ANY OTHER SIMILAR SERVICE PROVIDED, OR TO BE PROVIDED IN THE FUTURE BY ANY PRIVATE OR PUBLIC UTILITY (COLLECTIVELY "UTILITIES") TO SERVE THE DOMINANT TENEMENT.

SAID SERVIENT TENEMENT IS DESCRIBED AS FOLLOWS:

THAT PORTION OF BLOCK 29, BARTON RANCH, IN THE CITY OF REDLANDS, COUNTY OF SAN

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BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE 19, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF NEW YORK STREET AND THE SOUTH LINE OF THE NORTH 1/2 OF SAID BLOCK 29, PRODUCED WESTERLY;
THENCE NORTH 0° 43' 15" WEST ALONG THE CENTER LINE OF SAID NEW YORK STREET, 320.00 FEET;
THENCE NORTH 89° 54' 32" EAST ALONG A LINE PARALLEL WITH THE AFORESAID SOUTH LINE OF THE NORTH 1/2 OF SAID BLOCK 29, A DISTANCE OF 616.00 FEET;
THENCE SOUTH 0° 43' 15" EAST, PARALLEL WITH THE CENTER LINE OF SAID NEW YORK STREET, 320.00 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID NORTH 1/2 OF BLOCK 29;
THENCE SOUTH 89° 54' 32" WEST ALONG THE AFORESAID SOUTH LINE OF THE NORTH 1/2 OF BLOCK 29, 616.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WESTERLY 40 FEET LYING WITHIN NEW YORK STREET.

SAID EASEMENT WAS CREATED BY AND IS PURSUANT TO A GRANT OF EASEMENT AND DECLARATION OF COVENANTS RECORDED APRIL 21, 1988 AS INSTRUMENT NO. 88-117055 OFFICIAL RECORDS.

PARCEL 6:

A PERPETUAL AND NON-EXCLUSIVE EASEMENT ("USE EASEMENT") OVER AND ACROSS THE SERVICENT TENEMENT FOR THE BENEFIT OF THE DOMINANT TENEMENT FOR THE FOLLOWING PURPOSES: (i) INGRESS AND EGRESS FROM THE DOMINANT TENEMENT TO NEW YORK STREET; (ii) USE OF IMPROVED PARKING AREAS (WHICH EXPRESSION AS USED HEREIN INCLUDES ENTRANCES, EXITS, DRIVEWAYS AND WALKS) FOR THE PARKING OF VEHICLES MONDAY THROUGH FRIDAY DURING NORMAL BUSINESS HOURS; AND (iii) CONSTRUCTION OF THE PARKING IMPROVEMENTS AND BIKE PATH IMPROVEMENTS DESCRIBED IN SECTION 3 HEREOF AND THE TEMPORARY PLACEMENT OF EQUIPMENT AND MATERIAL NECESSARY IN CONNECTION WITH SUCH CONSTRUCTION.

SAID SERVICENT TENEMENT IS DESCRIBED AS FOLLOWS:

PARCEL "A"

THAT PORTION OF BLOCK 29, BARTON RANCH, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE 19, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF NEW YORK STREET AND THE SOUTH LINE OF THE NORTH 1/2 OF SAID BLOCK 29, PRODUCED WESTERLY;
THENCE NORTH 0° 43' 15" WEST ALONG THE CENTER LINE OF SAID NEW YORK STREET, 320.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 89° 54' 32" EAST, PARALLEL WITH THE AFORESAID SOUTH LINE OF THE NORTH 1/2 OF BLOCK 29, 616.00 FEET;
THENCE NORTH 0° 43' 15" WEST, PARALLEL WITH THE CENTER LINE OF SAID NEW YORK STREET, 80.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 400 FEET OF SAID NORTH 1/2 OF BLOCK 29 OF THE BARTON RANCH;
THENCE SOUTH 89° 54' 32" WEST ALONG THE NORTH LINE OF THE SOUTH 400 FEET OF SAID NORTH 1/2 OF BLOCK 29, 616.00 FEET TO A POINT ON THE CENTER LINE OF SAID NEW YORK STREET;
THENCE SOUTH 0° 43' 15" EAST ALONG THE CENTER LINE OF NEW YORK STREET, 80.00 FEET TO THE POINT OF BEGINNING.

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EXCEPTING THEREFROM THE WESTERLY 40 FEET LYING WITHIN NEW YORK STREET.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF REDLANDS BY DEED RECORDED DECEMBER 23, 1935 IN BOOK 1108 PAGE 367 OFFICIAL RECORDS OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF NEW YORK STREET, SAID POINT BEING THE NORTHWEST CORNER OF THE SOUTH 400 FEET OF THE WEST 853.30 FEET OF THE NORTH 1/2 OF SAID BLOCK 29;
THENCE ALONG THE NORTH LINE OF THE AFORESAID SOUTH 400 FEET, EAST 50 FEET;
THENCE SOUTHWESTERLY 54.60 FEET TO A POINT ON THE EAST LINE OF NEW YORK STREET;
THENCE ALONG THE EAST LINE OF NEW YORK STREET, NORTH 22 FEET TO THE POINT OF BEGINNING.

PARCEL "B":

THAT PORTION OF BLOCK 29, BARTON RANCH, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 6 OF MAPS PAGE 19, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF NEW YORK STREET AND THE SOUTH LINE OF THE NORTH 1/2 OF SAID BLOCK 29, PRODUCED WESTERLY;
THENCE NORTH 89° 54' 32" EAST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF BLOCK 29, 616.00 FEET;
THENCE CONTINUING ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF SAID BLOCK 29, 275.71 FEET TO A POINT 386.8 FEET WEST OF THE WEST LINE OF TEXAS STREET AS SHOWN ON SAID TEXAS STREET, 290.70 FEET TO THE SOUTH RIGHT OF WAY LINE OF REDLANDS BOULEVARD, FORMERLY KNOWN AS CENTRAL AVENUE AND FORMERLY KNOWN AS HIGHWAY 99;
THENCE NORTH 58° 15' 45" WEST ALONG SAID RIGHT OF WAY LINE, 23.24 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF REDLANDS BY DEED RECORDED SEPTEMBER 28, 1934 IN BOOK 995, PAGE 195 OFFICIAL RECORDS OF SAID COUNTY, SAID CORNER ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE SOUTH 89° 54' 32" WEST ALONG THE SOUTH LINE OF THE AFORESAID PARCEL CONVEYED TO THE CITY OF REDLANDS, 56.85 FEET TO AN ANGLE POINT THEREIN;
THENCE NORTH 58° 15' 45" WEST ALONG THE SOUTHWESTERLY LINE OF THE AFORESAID PARCEL CONVEYED TO THE CITY OF REDLANDS, 183.41 FEET TO THE MOST WESTERLY CORNER OF THE AFORESAID PARCEL CONVEYED TO THE CITY OF REDLANDS;
THENCE SOUTH 89° 54' 32" WEST, PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF SAID BLOCK 29, 44.15 FEET;
THENCE SOUTH 0° 43' 15" EAST, 56.50 FEET;
THENCE NORTH 67° 41' 38" EAST, 62.93 FEET;
THENCE SOUTH 58° 15' 45" EAST, 227.35 FEET;
THENCE NORTH 0° 42' 12" WEST, 47.35 FEET;
THENCE NORTH 31° 41' 15" EAST, 10.04 FEET TO THE TRUE POINT OF BEGINNING.

SAID EASEMENTS WERE CREATED BY AND ARE PURSUANT TO A GRANT OF EASEMENTS AND DECLARATION OF COVENANTS RECORDED SEPTEMBER 18, 1991 AS INSTRUMENT NO. 91-356553 OFFICIAL RECORDS.

EXHIBIT A-2 p. 6

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Parcels 0171-161-14, 15

PARCELS 1 AND 2 OF PARCEL MAP NO. 14573, IN THE CITY OF REDLANDS, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 174, PAGES 20 AND 21 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT A-3

P-1* owned by NYS/NEW, LLC
Parcels #2 + #3 owned by NYS, LLC

Parcels 0171-171-18, 24 and 171-011-55

PARCEL 1:

A PORTION OF THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF LOT OR BLOCK 26, BARTON RANCH, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6 OF MAPS, PAGE 19, RECORDS OF SAID COUNTY, DESCRIBED IN DEED RECORDED SEPTEMBER 25, 1963 IN BOOK 5995, PAGE 148, OFFICIAL RECORDS OF SAID COUNTY, SAID PORTION BEING ALL OF SAID PART LYING SOUTHERLY FROM THE SOUTHERLY LINE OF A 100 FOOT WIDE STRIP OF LAND, BEING 50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF CITRUS AVENUE (80 FEET WIDE) WITH THE CENTERLINE OF TENNESSEE STREET (80 FEET WIDE);
THENCE NORTH 6° 35' 32" WEST ALONG THE CENTERLINE OF SAID TENNESSEE STREET, A DISTANCE OF 652.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 89° 24' 28" EAST, 140.56 FEET;
THENCE NORTHEASTERLY 335.69 FEET ALONG A TANGENT CURVE, CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF 19° 14' 01";
THENCE NORTH 70° 10' 27" EAST, 720.60 FEET;
THENCE NORTHEASTERLY, 92.39 FEET ALONG A TANGENT CURVE, CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF 5° 27' 36";
THENCE NORTH 64° 52' 51" EAST, 93.77 FEET TO THE POINT OF TERMINATION IN THE CENTERLINE OF NEW YORK STREET (80 FEET WIDE), SAID POINT BEING DISTANT ALONG THE CENTERLINE OF SAID NEW YORK STREET, NORTH 0° 34' 19" WEST, 1032.49 FEET FROM THE INTERSECTION OF THE CENTERLINE OF SAID NEW YORK STREET WITH THE CENTERLINE OF SAID CITRUS AVENUE.

PARCEL 2:

THAT PORTION LYING NORTH OF THE SOUTHER PACIFIC RAILROAD COMPANIES RIGHT OF WAY OF THE FOLLOWING DESCRIBED PROPERTY, DESCRIBED AS FOLLOWS:

THAT PORTION OF BLOCK 29 OF THE BARTON RANCH, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE 19, RECORDS OF SAID COUNTY, LYING SOUTH OF A LINE RUNNING THROUGH SAID BLOCK FROM EAST TO WEST, WHICH LINE, WHEN EXTENDED WEST, WOULD DIVIDE BLOCK 26 OF SAID BARTON RANCH, INTO TWO EQUAL PARTS, AND WHICH EXTENDED LINE WOULD BE THE SOUTH BOUNDARY LINE OF THE NORTH 1/2 OF SAID BLOCK 26 AND NORTH BOUNDARY LINE OF THE SOUTH 1/2 OF SAID BLOCK 26.

SAVING AND EXCEPTING THEREFROM THAT PORTION OF BLOCK 29 OF THE BARTON RANCH, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE 19, RECORDS OF SAID COUNTY, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING ON TH CENTER LINE OF NEW YORK STREET 47.2 FEET NORTH OF THE INTERSECTION OF THE CENTER LINES OF NEW YORK STREET AND CITRUS AVENUE;
THENCE NORTHERLY ALONG SAID CENTER LINE OF NEW YORK STREET 428.6 FEET;
THENCE EASTERLY PARALLEL WITH SAID CITRUS AVENUE, A DISTANCE OF 702.8 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD;
THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF SAID RIGHT OF WAY TO THE PLACE OF BEGINNING.

SAVING AND EXCEPTING THEREFROM THAT PORTION OF BLOCK 29 OF THE BARTON RANCH, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE 19, RECORDS OF SAID COUNTY,

EXHIBIT A-4 *pg 1*

Parcel #1 owned by NYS/NEW, LLC
Parcels #2 and #3 owned by NYS, LLC

Parcels 0171-171-18, 24 and 171-011-55

PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER LINE INTERSECTION OF WEST STATE STREET AND TEXAS STREET;
THENCE ALONG THE CENTER LINE OF WEST STATE STREET NORTH 73° 07' WEST 55.82 FEET (NORTH 73° 08' WEST 55.8 FEET RECORDED) TO AN ANGLE POINT THEREIN;
THENCE NORTH 84° 52' 15" WEST 275.87 FEET (NORTH 84° 54' WEST 276 FEET RECORDED) TO AN ANGLE POINT THEREIN;
THENCE CONTINUING NORTH 84° 52' 15" WEST 12.38 FEET TO A POINT ON A LINE WHICH IS 300 FEET WEST OF THE WEST LINE OF 80 FOOT WIDE TEXAS STREET;
THENCE ALONG SAID LINE NORTH 0° 40' WEST 87.3 FEET TO POINT ON A LINE RUNNING THROUGH SAID BLOCK 29 FROM EAST TO WEST, WHICH LINE WHEN EXTENDED WEST WOULD DIVIDE BLOCK 29, AS SHOWN ON THE MAP OF SAID BARTON RANCH INTO TWO EQUAL PARTS, AND WHICH EXTENDED LINE WOULD BE THE SOUTH LINE OF THE NORTH 1/2 AND THE NORTH LINE OF THE SOUTH 1/2 OF SAID BLOCK 29;
THENCE ALONG SAID LINE SOUTH 89° 54' 30" WEST 86.38 FEET TO THE TRUE POINT OF BEGINNING;
THENCE FROM THE TRUE POINT OF BEGINNING, SOUTH 0° 40' EAST 29 FEET, MORE OR LESS, TO A POINT ON A CURVE IN THE NORTHWESTERLY LINE OF 80 FOOT WIDE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY;
THENCE NORTHEASTERLY ALONG SAID CURVE 59 FEET, MORE OR LESS, TO A POINT ON THE AFORESAID LINE RUNNING THROUGH BLOCK 29 FROM EAST TO WEST;
THENCE ALONG SAID LINE SOUTH 89° 54' 30" WEST 51 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

A PARCEL OF LAND SITUATED IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING THAT PORTION OF THE 80 FOOT WIDE STRIP OF LAND AS DESCRIBED IN DEED DATED SEPTEMBER 15, 1887, FROM THE BARTON LAND AND WATER COMPANY TO OSCAR NEWBERG, ET AL., RECORDED SEPTEMBER 27, 1887 IN BOOK 62 PAGE 625 OF DEEDS, RECORDS OF SAID COUNTY, INCLUDED WITHIN BLOCK 29, AS SAID BLOCK IS DELINEATED ON THAT CERTAIN MAP "MAP OF THE BARTON RANCH", RECORDED DECEMBER 5, 1887 IN BOOK 6 OF MAPS, PAGE 19, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION LYING NORTHERLY OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF THAT CERTAIN PROPERTY CONVEYED TO PAUL J. DANGERMOND ET US., BY DEED RECORDED AUGUST 1, 1978 IN BOOK 9486, PAGE 1533 OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THAT CERTAIN PROPERTY CONVEYED TO SOUTHERN PACIFIC RAILROAD COMPANY AS DESCRIBED IN THE DEED RECORDED NOVEMBER 27, 1891 IN BOOK 142 PAGE 239 OF DEEDS.

Is owned by NYS, LLC

Parcels 0171-171-19, 22 and 23

PARCEL A:

PARCEL 1 OF PARCEL MAP NO. 5350, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 50 OF PARCEL MAPS, PAGE 45, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B:

PARCEL NO. 2 OF PARCEL MAP NO. 5350, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 50 OF PARCEL MAPS, PAGE 45, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF NEW YORK STREET AND STATE STREET (FORMERLY CITRUS AVENUE);
THENCE NORTHERLY ALONG SAID CENTERLINE OF NEW YORK STREET NORTH 0° 43' 15" WEST A DISTANCE OF 36.02 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 0° 43' 15" WEST ALONG THE CENTERLINE OF NEW YORK STREET A DISTANCE OF 135.50 FEET TO THE SOUTHWEST CORNER OF AFORESAID PARCEL 2;
THENCE NORTH 0° 43' 15" WEST ALONG THE CENTERLINE OF NEW YORK STREET A DISTANCE OF 3.59 FEET;
THENCE NORTH 89° 51' 15" EAST A DISTANCE OF 188.69 FEET;
THENCE SOUTH 0° 00' 12" EAST A DISTANCE OF 50.00 FEET;
THENCE SOUTH 61° 46' 11" WEST A DISTANCE OF 166.93 FEET;
THENCE SOUTH 75° 06' 34" WEST A DISTANCE OF 41.25 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT A-5 291

Parcel owned by NYS, LLC

Parcels 0171-171-19, 22 and 23

PARCEL C:

ALL THAT PORTION OF BLOCK 29 OF THE BARTON RANCH IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE 19, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER LINE INTERSECTION OF WEST STATE STREET AND TEXAS STREET;
THENCE ALONG THE CENTER LINE OF WEST STATE STREET NORTH 73° 07' WEST 55.82 FEET (NORTH 73° 08' WEST 55.8 FEET RECORDED) TO AN ANGLE POINT THEREIN;
THENCE NORTH 84° 52' 15" WEST 275.87 FEET (NORTH 84° 54' WEST 276 FEET RECORDED) TO AN ANGLE POINT THEREIN;
THENCE CONTINUING NORTH 84° 52' 15" WEST 12.38 FEET TO A POINT ON A LINE WHICH IS 300 FEET WEST OF THE WEST LINE OF 80 FOOT WIDE TEXAS STREET;
THENCE ALONG SAID LINE NORTH 0° 40' WEST 87.3 FEET TO POINT ON A LINE RUNNING THROUGH SAID BLOCK 29 FROM EAST TO WEST, WHICH LINE WHEN EXTENDED WEST WOULD DIVIDE BLOCK 29, AS SHOWN ON THE MAP OF SAID BARTON RANCH INTO TWO EQUAL PARTS, AND WHICH EXTENDED LINE WOULD BE THE SOUTH LINE OF THE NORTH 1/2 AND THE NORTH LINE OF THE SOUTH 1/2 OF SAID BLOCK 29;
THENCE ALONG SAID LINE SOUTH 89° 54' 30" WEST 86.38 FEET TO THE TRUE POINT OF BEGINNING;
THENCE FROM THE TRUE POINT OF BEGINNING, SOUTH 0° 40' EAST 29 FEET, MORE OR LESS, TO A POINT ON A CURVE IN THE NORTHWESTERLY LINE OF 80 FOOT WIDE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY;
THENCE NORTHEASTERLY ALONG SAID CURVE 59 FEET, MORE OR LESS, TO A POINT ON THE AFORESAID LINE RUNNING THROUGH BLOCK 29 FROM EAST TO WEST;
THENCE ALONG SAID LINE SOUTH 89° 54' 30" WEST 51 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXHIBIT A-5 pg 2

Parcels owned by Property

Parcels 0171-171-27, 28

THAT PORTION OF BLOCK 29 OF BARTON RANCH, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 19 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS THAT PORTION OF THE LAND DESCRIBED IN THE DEED TO T.E. LANGLEY AND J.E. COOK, RECORDED JUNE 11, 1889, IN BOOK 101, PAGE 1 OF DEEDS, IN SAID OFFICE OF THE COUNTY RECORDER, LYING WITHIN THE LINES OF A STRIP OF LAND, 50 FEET IN WIDTH, AS DESCRIBED IN THE DEED TO THE SOUTHERN PACIFIC RAILROAD COMPANY, RECORDED NOVEMBER 27, 1891 IN BOOK 142, PAGE 239 OF SAID DEEDS.

EXCEPTING THEREFROM ALL MINERALS AND MINERAL RIGHTS, INTERESTS AND ROYALTIES, INCLUDING WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, LYING BELOW A PLANE 500 FEET BELOW THE SURFACE OF THE PROPERTY; HOWEVER, GRANTOR OR ITS SUCCESSORS AND ASSIGNS, SHALL NOT HAVE THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF THE PROPERTY IN CONNECTION THEREWITH, AS RESERVED IN THE DEED RECORDED AUGUST 19, 1992, AS INSTRUMENT NO. 92-345614, OFFICIAL RECORDS.

EXHIBIT A-6

Parcels owned by
Property one, LLC

Parcels 0171-161-06, 0171-171-13, 26

PARCEL A:

THE NORTH 200.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF BLOCK 26 OF THE BARTON RANCH, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6 PAGE 19 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT BY DEED RECORDED APRIL 16, 1965 IN BOOK 6371 PAGE 364 OFFICIAL RECORDS.

PARCEL B:

ALL THAT PORTION OF BLOCK 29 OF THE BARTON RANCH IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 19, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING IN THE CENTER LINE OF NEW YORK STREET 47.2 FEET NORTH OF THE INTERSECTION OF THE CENTER LINES OF NEW YORK STREET AND CITRUS AVENUE; THENCE NORTHERLY ALONG SAID CENTER LINE OF NEW YORK STREET, NORTH 0° 43' 45" WEST 124.33 FEET; THENCE PARALLEL WITH CITRUS AVENUE, NORTH 89° 51' 15" EAST, 249.00 FEET, MORE OR LESS, TO A POINT ON THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE OF SAID RIGHT OF WAY, 280.00 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPT THE WESTERLY 32.00 FEET THEREOF LYING WITHIN NEW YORK STREET.

PARCEL C:

THAT PORTION OF BLOCK 29 OF BARTON RANCH, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 19 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS THAT PORTION OF THE LAND DESCRIBED IN THE DEED TO T.E. LANGLEY AND J.E. COOK, RECORDED JUNE 11, 1889, IN BOOK 101 PAGE 1 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER, LYING WITHIN THE LINES OF A STRIP OF LAND, 50 FEET IN WIDTH, AS DESCRIBED IN THE DEED TO THE SOUTHERN PACIFIC RAILROAD COMPANY, RECORDED NOVEMBER 27, 1891 IN BOOK 142 PAGE 239 OF SAID DEEDS.

EXCEPTING THEREFROM ALL MINERALS AND MINERAL RIGHTS, INTEREST AND ROYALTIES, INCLUDING WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, LYING BELOW A PLANE 500 FEET BELOW THE SURFACE OF THE PROPERTY; HOWEVER, GRANTOR OR ITS SUCCESSORS AND ASSIGNS, SHALL NOT HAVE THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF THE PROPERTY IN CONNECTION THEREWITH, AS RESERVED IN THE DEED RECORDED AUGUST 19, 1992 AS INSTRUMENT NO. 92-345614 OFFICIAL RECORDS.

EVLIRIT A-7

Parcel owned by
Property One, LLC

Parcel 0171-171-08

ALL THAT PORTION OF BLOCK 29, BARTON RANCH, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6 OF MAPS, PAGE 19, AND ALL THAT PORTION OF LOT 2, BLOCK XXVII, ADDITION NO. 4 TO SECOND PRELIMINARY MAP OF REDLANDS, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 5 OF MAPS, PAGE 6, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID BLOCK 29, OF SAID BARTON RANCH, WITH THE SOUTHERLY BOUNDARY OF THE 50 FOOT RIGHT OF WAY OF SOUTHERN PACIFIC RAILROAD COMPANY, AS DESCRIBED IN DEED RECORDED IN BOOK 142 OF DEEDS, PAGE 239;

THENCE SOUTHERLY ALONG THE EASTERLY LINE OF BLOCK 29, BEING ALSO THE WESTERLY LINE OF TEXAS STREET TO THE NORTHERLY LINE OF WEST STATE STREET, 65 FEET WIDE, AS SHOWN ON THE MAP OF MOORE AND WOODWORTH BROOKSIDE SUBDIVISION, AS PER PLAT RECORDED IN BOOK 23 OF MAPS, PAGE 19, RECORDS OF SAN BERNARDINO COUNTY;

THENCE WESTERLY AND SOUTHERLY ALONG SAID BOUNDARY LINE OF SAID STATE STREET TO ITS INTERSECTION WITH A LINE WHICH IS PARALLEL WITH AND DISTANT 140 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF TEXAS STREET; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO ITS INTERSECTION WITH THE SOUTHERLY BOUNDARY LINE OF THE AFORESAID RIGHT OF WAY OF SOUTHERN PACIFIC RAILROAD COMPANY;

THENCE NORTHEASTERLY ALONG THE BOUNDARY OF SAID RAILROAD RIGHT OF WAY TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE CITY OF REDLANDS RECORDED MAY 19, 1978 IN BOOK 9436, PAGE 1772 OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THE OIL, GAS, AND OTHER MINERALS IN AND UNDER SAID PROPERTY TOGETHER WITH THE EXCLUSIVE RIGHT TO USE SUCH PORTION OF SAID PROPERTY LYING MORE THAN 500 FEET UNDER THE SURFACE FOR THE EXTRACTION OF OIL, GAS, AND MINERALS FROM SAID PROPERTY OR PROPERTY IN THE VICINITY THEREOF, HOWEVER, WITH NO RIGHT OF SURFACE ENTRY, BY MOBIL OIL CORPORATION, FORMERLY SOCONY MOBIL OIL COMPANY, INC., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF NEW YORK, RECORDED JULY 16, 1968 IN BOOK 7059, PAGE 901 OFFICIAL RECORDS.

EXHIBIT A-8