



First American Title Insurance Company
National Commercial Services

18500 Von Karman Ave, Suite 600 • Irvine, CA 92612

Office Phone: (949) 885-2400 Office Fax:

Seller's Final Settlement Statement

File No: NCS-855797-SA1
Escrow Officer: Ryan Hahn/MM
Settlement Date: 08/03/2018
Disbursement Date: 12/31/2018

Property:

APN: 0168-161-07-0-000, Redlands, CA 92374

Buyer:

Newland Homes LLC
3121 Michelson Drive, Suite 110, Irvine, CA 92612

WE HEREBY CERTIFY THIS TO BE
A TRUE AND CORRECT COPY
First American Title Insurance Company
By:

Seller:

City of Redlands, a municipal corporation
35 Cajon Street, Redlands, CA 92373

Lender:

Description	Seller Charge	Seller Credit
Consideration		
Total Consideration		1,900,000.00
Title/Escrow Charges		
Closing-Escrow Fee to First American Title Insurance Company National Commercial Services	1,350.00	
Documentary Transfer Tax-County to San Bernardino County Recorder	2,090.00	
Cash (X To) (From) Seller	1,896,560.00	
Totals	1,900,000.00	1,900,000.00

Recording Requested By:
First American Title Insurance Company
National Commercial Services, Ontario, CA

RECORDING REQUESTED BY
First American Title
AND WHEN RECORDED MAIL DOCUMENT TO:

NAME NEWLAND HOMES LLC
STREET ADDRESS 3121 Michelson Dr., #110
CITY, STATE & ZIP CODE Irvine, CA 92612

NC5-855797

Electronically Recorded in Official Records, County of San Bernardino

8/03/2018
04:46 PM
ALS



BOB DUTTON
ASSESSOR - RECORDER - CLERK
468 First American Title Ontario

Doc# 2018-0284498



Titles	1	Pages	6
Fees		29.00	
Taxes		2,090.00	
CA SB2 Fee		.00	
Others		.00	
Paid		2,119.00	

SPACE ABOVE FOR RECORDER'S USE ONLY

GRANT DEED

Title of Document

Pursuant to Senate Bill 2 – Building Homes and Jobs Act (GC Code Section 27388.1), effective January 1, 2018, a fee of seventy-five dollars (\$75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225.00).

Reason for Exemption:

- ☒ Exempt from fee per GC 27388.1, recorded in connection with a transfer subject to the imposition of documentary transfer tax (DTT), or
- ☐ Exempt from fee per GC 27388.1, recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier, or
- ☐ Exempt from fee per GC 27388.1, recorded in connection with a transfer that was subject to documentary transfer tax which was paid on document recorded previously on _____ (date) as document number _____ of Official Records. (Cap. \$225.00)
- ☐ Exempt from fee per GC 27388.1, fee cap of \$225.00 reached, and/or
- ☐ Exempt from fee per GC 27388.1, not related to real property

Failure to include an exemption reason will result in the imposition of the \$75.00 Building Homes and Jobs Act fee. Fees collected are deposited to the State and may not be available for refund.

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

RECORDING REQUESTED BY:

First American Title Insurance Co.

WHEN RECORDED MAIL TO:

Newland Homes LLC
3121 Michelson Drive, Suite 110
Irvine, CA 92612

(Space Above for Recorder's Use)

The Undersigned Grantor Declares:

DOCUMENTARY TRANSFER TAX \$ 2,090.00 ;

- ☒ computed on the consideration or full value of property conveyed, OR
☐ computed on the consideration or full value less value of liens and/or encumbrances
remaining at time of sale,

GRANT DEED

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, CITY OF REDLANDS, a municipal corporation ("Grantor"), hereby grants to NEWLAND HOMES LLC, a California limited liability company ("Grantee"), the real property in the City of Redlands, County of San Bernardino, State of California, described in Exhibit "A" attached hereto and incorporated herein by this reference.

THIS GRANT AND CONVEYANCE IS MADE AND ACCEPTED SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS OF WAY AND EASEMENTS NOW OF RECORD AND ANY OBLIGATIONS AND COVENANTS SET FORTH IN SECTION 4.3.4 OF THAT CERTAIN PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS DATED JUNE 19, 2018 BY AND BETWEEN GRANTOR AND GRANTEE (ON FILE WITH THE GRANTOR).

[signature page follows]

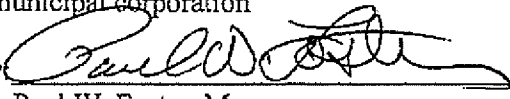
MAIL TAX STATEMENTS TO:

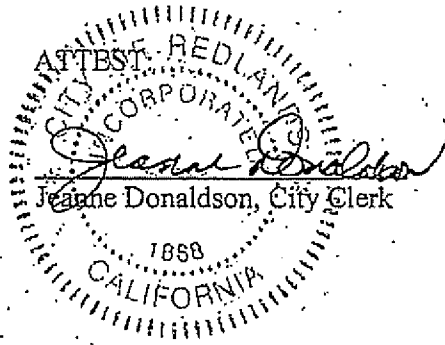
Newland Homes LLC
3121 Michelson Drive, Suite 110
Irvine, CA 92612

IN WITNESS WHEREOF, the Grantor has executed this grant deed as of
JULY 17, 2018.

GRANTOR:

CITY OF REDLANDS,
a municipal corporation

By 
Paul W. Foster, Mayor



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

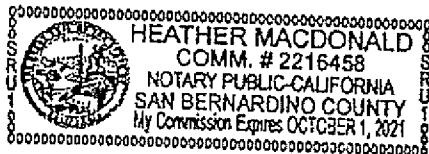
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of San Bernardino)
 On July 17, 2018 before me, Heather MacDonald, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Paul W. Foster and Jeanne Donaldson
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Heather MacDonald
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant Deed
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Real Property situated in the City of Redlands, County of San Bernardino, State of California,
and is described as follows:

THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST
QUARTER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO
MERIDIAN, IN THE CITY OF REDLANDS, ACCORDING TO GOVERNMENT SURVEY.

EXCEPT THOSE PORTIONS AS CONVEYED TO THE CITY OF REDLANDS BY DEED RECORDED
MAY 24, 1988 AS INSTRUMENT NOS. 163128, 163129, 163130, 163131.

APN: 0168-161-07

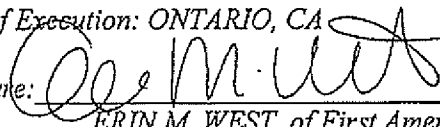
I certify under penalty of perjury and the laws of the State of California that the illegible portion of this document to which this statement is attached reads as follows:

ATTEST:
Jeanne Donaldson, City Clerk

CITY OF REDLANDS
INCORPORATED
1888
CALIFORNIA

Place of Execution: ONTARIO, CA *Date: August 3, 2018*

Signature:



ERIN M. WEST, of First American Title Company

Recording Requested By:
First American Title Insurance Company
National Commercial Services, Ontario, CA
RECORDING REQUESTED BY
First American Title
AND WHEN RECORDED MAIL DOCUMENT TO:

NAME CITY OF REDLANDS
STREET ADDRESS P.O. BOX 3005
CITY, STATE & ZIP CODE Redlands, CA 92373

Electronically Recorded in Official Records, County of San Bernardino

8/03/2018
04:46 PM
ALS



BOB DUTTON
ASSESSOR - RECORDER - CLERK
468 First American Title Ontario

Doc# 2018-0284499



Titles	1	Pages	7
Fees			.00
Taxes			.00
CA SB2 Fee			.00
Others			.00
Paid			.00

SPACE ABOVE FOR RECORDER'S USE ONLY

AGREEMENT

Title of Document

Pursuant to Senate Bill 2 – Building Homes and Jobs Act (GC Code Section 27388.1), effective January 1, 2018, a fee of seventy-five dollars (\$75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225.00).

Reason for Exemption:

- ☒ Exempt from fee per GC 27388.1, recorded in connection with a transfer subject to the imposition of documentary transfer tax (DTT), or
- ☐ Exempt from fee per GC 27388.1, recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier, or
- ☐ Exempt from fee per GC 27388.1, recorded in connection with a transfer that was subject to documentary transfer tax which was paid on document recorded previously on _____ (date) as document number _____ of Official Records. (Cap. \$225.00)
- ☐ Exempt from fee per GC 27388.1, fee cap of \$225.00 reached, and/or
- ☐ Exempt from fee per GC 27388.1, not related to real property

Failure to include an exemption reason will result in the imposition of the \$75.00 Building Homes and Jobs Act fee. Fees collected are deposited to the State and may not be available for refund.

1853

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

WHEN RECORDED, RETURN TO:

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

ACCESS AND AGRICULTURAL PRODUCTION
CONSERVATION EASEMENT

This Access and Agricultural Production Conservation Easement (the "Easement") is executed as of this 3rd day of August, 2018 by and between NEWLAND HOMES LLC, a California limited liability company ("Grantor"), and CITY OF REDLANDS, a municipal corporation ("Grantee").

RECITALS

A. Grantor owns certain real property located in the City of Redlands (the "City"), San Bernardino County, California and legally described in Exhibit "A" attached hereto (the "Property").

B. Grantee has been producing agriculture on the Property for many years.

C. Grantee desires to acquire from Grantor, and Grantor desires to grant to Grantee, a perpetual, non-exclusive easement and right-of-way in, on, over, under, and across those portions of the Property for the benefit of the Grantee Property and for (i) ingress, egress, and access for agricultural production and conservation purposes, and (ii) planting, installation, construction, inspection, maintenance, harvesting, repair, operation, replacement, and removal from time to time of any agriculture and related farming improvements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. Agricultural Improvements and Access Easement. Grantor hereby grants and conveys to Grantee and Grantee's agents, employees, contractors, and subcontractors, a perpetual, non-exclusive easement in, on, over, under, and across the Property for the benefit of the Grantee Property for ((i) ingress, egress, and access for agricultural production purposes, and (ii) planting, installation, construction, inspection, maintenance, harvesting, repair, operation, replacement, and removal from time to time of any agriculture and related farming improvements, including, but not limited to, trees, plants, irrigation lines, well, generators and any other farming equipment. All work and materials relating to the construction of any agricultural improvements within the Property by Grantee shall be paid for by Grantee. Grantee will be responsible, at Grantee's sole cost and expense for all costs of installation, construction, inspection, maintenance, modification, repair, operation, or replacement of any agricultural improvements constructed on the Property by Grantee.

2. Grant of Profits. Grantee shall retain any agricultural products and related profit produced by Grantee on the Property.

3. Indemnification. Grantee shall indemnify, defend, and hold Grantor harmless from and against any claims, damages, liability, judgments, loss, cost, or expense, including, reasonable attorney's fees, arising from or related to injuries to person or property caused by any entry by Grantee or its agents, employees, licensees, contractors, or subcontractors onto the Property. This indemnification shall not apply to any claims or damages arising from the negligent acts or omissions or willful misconduct of Grantor or any employees, agents, consultants, contractors, or subcontractors of Grantor.

4. No Assignment. The rights in this Easement are personal to the Grantee. Grantee shall not assign its rights under this Easement.

5. Not a Public Dedication. Nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Property to the general public or for any public purpose whatsoever.

6. Miscellaneous.

(a) No modification of this Easement shall be effective unless it is in writing and is signed by the then owner(s) of the Property and Grantee.

(b) If any term, provision, or covenant contained in this Easement shall be held invalid or unenforceable, the remainder of this Easement shall not be affected thereby, and each term, provision, and condition hereof shall be valid and enforceable to the fullest extent permitted by law.

(c) Grantor and Grantee agree to perform, execute, and/or deliver any and all such further acts, instruments and assurances as may be reasonably required to effect the provisions of this Easement.

(d) This Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.

[Remainder of this page intentionally left blank.
Signature page(s) follow.]

IN WITNESS WHEREOF, the parties have executed this Easement as of the date first set forth above.

GRANTOR:

NEWLAND HOMES LLC,
a California limited liability company

By: 
Ian Harvey, its Manager

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

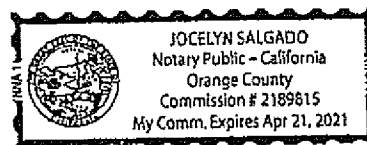
On July 25, 2018, before me, Joelyn Salgado, Notary Public, personally appeared Ian Harvey, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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



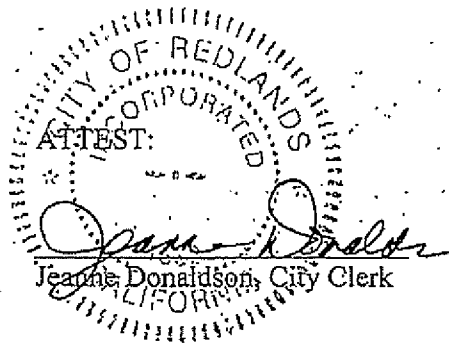


This area for official notarial seal

GRANTEE:

CITY OF REDLANDS,
a municipal corporation

By: Paul W. Foster
Paul W. Foster, Mayor



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

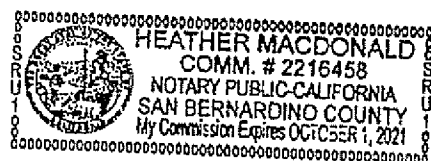
STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN BERNARDINO)

On July 17, 2018, before me, Heather Macdonald Notary Public, personally appeared Paul W. Foster and Jeane Donaldson 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
Heather Macdonald



This area for official notarial seal

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:

ATTEST:

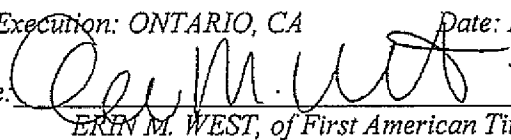
Jeanne Donaldson, City Clerk

*CITY OF REDLANDS
INCORPORATED
1888
CALIFORNIA*

Place of Execution: ONTARIO, CA

Date: August 3, 2018

Signature:



ERIN M. WEST, of First American Title Company

EXHIBIT "A"

Legal Description of Property

Real Property situated in the City of Redlands, County of San Bernardino, State of California, and is described as follows:

THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF REDLANDS, ACCORDING TO GOVERNMENT SURVEY.

EXCEPT THOSE PORTIONS AS CONVEYED TO THE CITY OF REDLANDS BY DEED RECORDED MAY 24, 1988 AS INSTRUMENT NOS. 163128, 163129, 163130, 163131.

APN: 0168-161-07



First American Title Insurance Company

National Commercial Services
18500 Von Karman Ave, Suite 600, Irvine, CA 92612
Phone Number: (949)885-2400
FAX:

Ryan Hahn
Escrow Officer
rhahn@firstam.com

Direct Phone Number: (949)885-2472
FAX: (877)372-0261

City of Redlands, a municipal corporation
Attn: Tricia Swope and Jeanne Donaldson
35 Cajon Street
Redlands, CA 92373

August 10, 2018

File No.: NCS-855797-SA1 (RH)

Re: APN: 0168-161-07-0-000, Redlands, CA 92374

Delivered Via: Fed Ex

Dear Tricia and Jeanne:

The above referenced transaction was closed on August 03, 2018. Enclosed please find the following for your records:

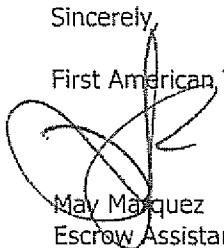
*(Keep these instruments in a safe place as some of them **cannot** be replaced.)*

- Your proceeds in the amount of \$1,896,560.00 [] are enclosed by check; [x] have been wire transferred in accordance with your instructions.
- Closing Statement [x] Certified
- Copy of the recorded Access and Agricultural Production Conservation Easement

If checks are included in this package, please negotiate as soon as possible. Should you have any questions or need further assistance, please contact the undersigned.

Sincerely,

First American Title Insurance Company



May Marquez
Escrow Assistant

RH/mm

enc. Via Fed Ex 7729 5146 6568