



LARRY WALKER
Auditor/Controller – Recorder

6/04/2004
12:29 PM
CV

R Regular Mail

Doc#: 2004-0397324



Titles:	1	Pages:	14
Fees			0.00
Taxes			0.00
Other			0.00
PAID			\$0.00

RECORDING REQUESTED BY AND

α

WHEN RECORDED, RETURN TO:
CITY CLERK'S OFFICE
CITY OF REDLANDS
P O BOX 3005
REDLANDS CA 92373

(THIS SPACE FOR RECORDING FEES NOT REQUIRED
PER GOVERNMENT CODE
SECTION 6103)

OPEN SPACE AND CONSERVATION EASEMENT AGREEMENT

THIS OPEN SPACE AND CONSERVATION EASEMENT ("Easement") is made this 22 day of April, 2004 by The Chiesman Irrevocable Family Trust, having an address at PO Box 116, Santa Barbara, California 93102 ("Grantor"), in favor of the City of Redlands, a municipal corporation, having an address at P.O. Box 3005, Redlands, California ("Grantee").

RECITALS

WHEREAS, Grantor is the owner in fee simple of certain real property located in the City of Redlands which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property is included within those parcels of property that comprise City of Redlands final subdivision map no. 16042; and;

WHEREAS, the retention of the Property as open space is of great importance to Grantee, the citizens of Redlands and the public at large; and

WHEREAS, Grantor, as owner of the Property, desires to convey to Grantee the right to take all reasonable and necessary actions to preserve and protect the Property as open space in perpetuity;

NOW, THEREFORE, in consideration of the mutual promises, terms, conditions and restrictions contained herein, and pursuant to the laws of the State of California, Grantor hereby voluntarily grants and conveys to Grantee an open space and conservation easement for the Property, in perpetuity, of the nature, character and to the extent hereinafter set forth.

EASEMENT AGREEMENT

1. Purpose. It is the purpose of this Easement to ensure that the Property will be retained forever in its existing undeveloped condition and to prevent any use or physical alteration of the Property. Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with the purpose of this Easement. Among the express purposes of this Easement is to ensure that the Property is not altered in any significant manner.

2. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

- (a) To enter upon the Property, at reasonable times, in order to monitor Grantor's compliance with, and otherwise enforce, the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and
- (b) To take all reasonable or necessary actions to preserve and protect the Property;
- (c) To prevent any activity on, or use of, the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use pursuant to Section 3 hereof.

3. Rights of Grantor. Grantor reserves to itself, and to its personal representatives, heirs, successors and assigns all rights from its ownership of the Property including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement.

4. Prohibited Uses. Any activity on, or use of, the Property inconsistent with the purpose of this Easement is prohibited.

5. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fail to begin curing such violation within the thirty (30) day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be

entitled for violation of the terms of this Easement or injury to, including damages for the loss of aesthetic values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Property, Grantee may pursue its remedies under this section without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

7. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change to the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Grove or surrounding property resulting from such causes.

8. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

9. Hold Harmless. Grantor shall defend, indemnify and hold harmless Grantee and its elected officials, officers, employees and agents (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands and judgments including, without limitation, reasonable attorneys' fees, arising from or

in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties.

10. Extinguishment. If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by California law, at the time. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this Easement.

11. Subsequent Transfers. Grantor shall incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this section shall not impair the validity of this Easement or limit its enforceability in any way.

12. Notices. Any notice that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

Grantor:
The Chiesman Irrevocable Family Trust
PO Box 116
Santa Barbara, CA 93102

Grantee:
City Clerk
City of Redlands
P. O. Box 3005
Redlands, CA 92373

or to such other address as either party from time to time shall designate by written notice to the other.

13. Recordation. Grantee may record this instrument in timely fashion in the official records of San Bernardino County, California and may re-record it at any time as may be required to preserve its rights in this Easement.

14. General Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by and construed in accordance with the laws of the State of California.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in a written amendment signed by the parties.

(d) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(e) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(f) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

15. Grantee's Remedies. Grantee has the following legal remedies to correct any violation of any covenant, stipulation, or restriction herein, in addition to any remedies now or hereafter provided by law:

- (a) Grantee may, following reasonable written notice to Grantor, institute suit to enjoin such violation by ex parte, temporary, preliminary and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Grove to the condition and appearance required under this Easement.

- (b) Representatives of Grantee may, following reasonable notice to Grantor, enter upon the Property, correct any such violation, and hold Grantor, its successors, and assigns, responsible for the reasonable cost thereof.

(i) Grantee shall exercise reasonable care in selecting independent contractors if it chooses to retain such contractors to correct any such violations, including making reasonable inquiry as to whether any such contractor is properly licensed and has adequate liability insurance and workman's compensation coverage.

- (c) Grantee shall also have available all legal and equitable remedies to enforce Grantor's obligations hereunder.
- (d) In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any reasonable costs or expenses incurred in connection therewith, including all reasonable court costs, and attorney's architectural, engineering, and expert witness fees.
- (e) Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

16. Notice of Proposed Sale. Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of the Easement to potential new owners prior to sale closing.

17. Runs with the Land. The obligations imposed by this Easement shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Property. This Easement shall extend to and be binding upon Grantor and Grantee, their respective successors in interest, and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this Easement where such person shall cease to have any interest in the Property by reason of a bona fide transfer. Restrictions, stipulations, and covenants contained in this instrument shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate by in the Property or any part thereof, including, by way of example and not limitation, a lease of office space.

18. Recording. Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this instrument in the records of San Bernardino County, California. This instrument is effective only upon recording in the records of San Bernardino County, California.

19. Existing Liens. Grantor warrants to Grantee that no lien or encumbrance exists on the Property as of the date hereof. Grantor shall immediately cause to be satisfied or release any lien or claim of lien that may hereafter come to exist against the Property which would have priority over any of the rights, title or interest hereunder of Grantee.

20. Subordination of Mortgages. Grantor and Grantee agree that all mortgages and rights in the Property of all mortgagees are subject and subordinate at all times to the rights of the Grantee to enforce the purposes of this Easement. Grantor has provided a copy of this Easement to all mortgagees of the Property as of the date of this Easement. The following provisions apply to all mortgagees now existing or hereafter holding a mortgage on the Property:

(a) If a mortgage grants to a mortgagee the right to receive the proceeds of condemnation proceedings arising from any exercise of the power of eminent domain as to all or any part of the Property or the right to receive insurance proceeds as a result of any casualty, hazard or accident occurring to or about the Property, the mortgagee shall have a prior claim to the insurance and condemnation proceeds and shall be entitled to same in preference to Grantee until the mortgage is paid off and discharged, notwithstanding that the mortgage is subordinate in priority to this Easement.

(b) If a mortgagee has received an assignment of the leases, rents and profits of the Property as security or additional security for a loan, then the mortgagee shall have a prior claim to the leases, rents and profits of the Property and shall be entitled to receive same in preference to Grantee until said mortgagee's debt is paid off, notwithstanding that the mortgage is subordinate to this Easement.

(c) Until a mortgagee or purchaser at foreclosure obtains ownership of the Property following foreclosure of its mortgage or deed in lieu of foreclosure, the mortgagee or purchaser shall have no obligation, debt, or liability under this Easement.

(d) Before exercising any right or remedy due to breach of this Easement, except the right to enjoin a violation hereof, Grantee shall give all mortgagees of record written notice describing the default, and the mortgagees shall have sixty (60) days thereafter to cure or cause a cure of the default.

(e) Nothing contained in the above paragraphs or in this Easement shall be construed to

give any mortgagee the right to extinguish this Easement by taking title to the Property by foreclosure or otherwise.

21. Indemnification. Grantor hereby agrees to pay, protect, indemnify, hold harmless, and defend at its own cost and expense, Grantee, its agents, director, and employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in any way relating to the administration, performed in good faith, of this preservation and conservation easement, including, but not limited to, the granting or denial of consents hereunder, the reporting on or advising as to any condition on the Property, and the execution of work on the Property. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this Easement, the amount of such indemnity, until discharged, shall constitute a lien on the Property.

22. Taxes. Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property. Grantee is hereby authorized, but in no event required or expected, to make or advance, upon three (3) days prior written notice to Grantor, in the place of Grantor, any payment relating to taxes, assessments, water rates, sewer rentals, and other governmental or municipality charge, fine, imposition, or lien asserted against the premises and may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or assessment or into the validity of such tax, assessment, sale or forfeiture. Such payment, if made by Grantee, shall become a lien on the Property of the same priority as the item if not paid would have had and shall bear interest until paid by Grantor at two (2) percentage points over the prime rate of interest from time to time charged.

23. Liens. Any lien on the Property created pursuant to any section of this Easement may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien.

24. Evidence of Compliance. Upon request by Grantee, Grantor shall can promptly furnish Grantee with evidence of Grantor's compliance with any obligation of Grantor contained herein.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and

year first above written.

GRANTOR:
THE CHIESMAN IRREVOCABLE
FAMILY TRUST

By:
Cherril Doty, Trustee

By: 
Peter Miko, Trustee

[Acknowledgments]

GRANTEE:
CITY OF REDLANDS


Susan Pepler, Mayor

Attest:


City Clerk

[Acknowledgments]

year first above written.

GRANTOR:
THE CHIESMAN IRREVOCABLE
FAMILY TRUST

By:

Cherril Doty
Cherril Doty, Trustee

GRANTEE:
CITY OF REDLANDS

Susan Peppler, Mayor

Attest:

By:

Peter Miko, Trustee

City Clerk

[Acknowledgments]

[Acknowledgments]

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 1, 2004, before me, Beatrice Sanchez, Deputy City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Susan Pepler and Lorrie Poyzer { 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 and City Clerk

Entity Represented: City of Redlands, a municipal corporation

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

Title or Type of Document: Open Space and Conservation Easement Agreement

Date of Document: April 22, 2004

Signer(s) Other Than Named Above: Cherril Doty, Trustee, and Peter Miko, Trustee

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Santa Barbara

SS.

On

5/20/04

Date

before me,

Yvonne DeLeon

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

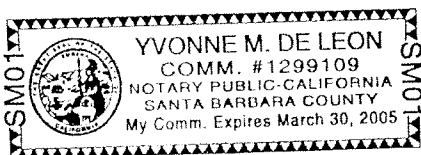
personally appeared

Peter Miko

Name(s) of Signer(s)

- ☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Yvonne M DeLeon
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Orange

ss.

On

4/22/04

Date

before me,

Dawn Burnham

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

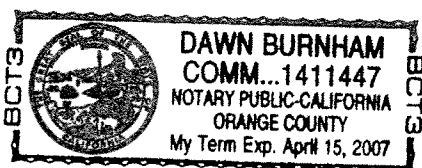
personally appeared

Cherril Doty

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.

Dawn Burnham

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

EXHIBIT "A"

(REMAINDER PARCEL)

A PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 3 WEST, S.B.M., IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

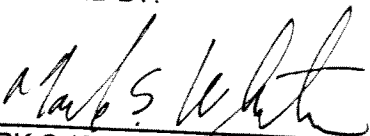
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 4 AS SHOWN ON COUNTY SURVEYOR'S PLAT C.S. 10,068, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID COUNTY, THENCE ALONG THE NORTH LINE OF SAID SECTION SOUTH 89°44'04" EAST 1087.11 FEET, MORE OR LESS, TO A POINT DISTANT NORTH 89°44'04" WEST 220.22 FEET, ALONG SAID NORTH LINE, FROM THE WEST 1/16 CORNER OF SAID SECTION 4, AS SHOWN ON SAID COUNTY SURVEYOR'S PLAT, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 18°01'10" EAST 116.96 FEET; THENCE SOUTH 44°10'35" WEST 423.75 FEET; THENCE SOUTH 65°15'59" WEST 111.98 FEET; THENCE NORTH 44°49'17" WEST 106.46 FEET; THENCE NORTH 72°46'00" WEST 139.53 FEET TO A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 120.00 FEET; THENCE NORTHWESTERLY 74.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°47'50" TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 385.00 FEET, A RADIAL LINE TO SAID CURVE HAVING A BEARING OF NORTH 53°01'50" EAST; THENCE NORTHWESTERLY 364.46 FEET ALONG SAID CURVE CONCAVE TO THE SOUTHWEST THROUGH A CENTRAL ANGLE OF 54°14'21"; THENCE SOUTH 88°47'29" WEST 48.63 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT OF WAY OF SAN TIMOTEO CANYON ROAD, 90.00 FEET WIDE, AS SHOWN ON SAID COUNTY SURVEYOR'S PLAT; THENCE SOUTH 88°47'29" WEST 90.00 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE ALONG SAID WEST LINE NORTH 01°12'31" WEST 157.32 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID SECTION 4; THENCE ALONG THE NORTH LINE OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4 SOUTH 89°44'04" EAST 1087.11 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAVING AND EXCEPTING THEREFROM ANY PORTION THEREOF EMBRACED WITHIN THE LINES OF THE PROPERTY OWNED OR OCCUPIED BY THE SOUTHERN PACIFIC RAILROAD COMPANY.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF REDLANDS BY DEED RECORDED OCTOBER 4, 1962 IN BOOK 5779, PAGE 182, OFFICIAL RECORDS.

PREPARED BY:



MARK S. WHITMER, L.S. NO. 5535

