GROUND LEASE WITH OPTION TO PURCHASE

THIS GROUND LEASE WITH OPTION TO PURCHASE (this "Lease") is made as of the 18th day of June, 2013 ("Effective Date"), by and between the City of Redlands ("Landlord") and Property One, LLC ("Tenant"). Landlord and Tenant are sometimes referred to herein as a "Party" and, together, as the "Parties."

RECITALS

A. WHEREAS, Landlord is the owner of record of all of that certain real property (the "Property") situated in San Bernardino County, California, commonly identified as APN 0171-022-13 and more particularly described in Exhibit "A;" and

B. WHEREAS, Landlord wishes to lease the Property to Tenant, together with all rights, privileges, and easements appurtenant to the Property; and

C. WHEREAS, the Property, and such appurtenant rights, privileges, and easements are collectively hereinafter referred to as the "Premises;" and

D. WHEREAS, Tenant is willing, on behalf of Landlord, to contract for and supervise the removal and cleanup of hazardous materials on the Premises and in exchange Landlord is willing to grant Tenant an option to purchase the Premises and to deduct the rent and all expenses related to clean up from the purchase price of the Premises;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

AGREEMENT

Section 1. Lease of Premises

Landlord hereby leases, transfers, and demises to Tenant, and Tenant hereby leases and takes from Landlord, on a non-exclusive basis, the Premises upon the agreements, covenants and conditions set forth in this Lease.

Section 2. Term

The term of this Lease shall be for six (6) months (the "Term") commencing on the Effective Date of this Lease and, unless sooner terminated as provided herein, shall terminate six months after such Effective Date.

Section 3. Rent

Tenant shall pay to Landlord rent (the "Rent") in the amount of One Thousand Five Hundred Dollars ($1,500.00) per month. All Rent shall be paid by Tenant to Landlord in lawful money of the United States of America at Landlord's address for notices hereunder, or to such other person or at such other place as Landlord may from time to time designate by notice in writing to Tenant. The initial monthly Rent payment shall be due and payable within ten (10) days from and after the Effective Date of this Lease. Subsequent monthly Rent payments shall be due and payable on or before the first day of each month during the Term. The Rent shall be appropriately prorated for any partial month during the Term, on the basis of a 365-day year.

Section 4. Tenant's Option to Purchase

In addition to all other rights that Tenant has under this Lease to use and occupy the Premises during the Term, Landlord grants Tenant an option ("Option") to purchase the Premises for the sum of Four Hundred and Twenty Thousand and 00/100 Dollars ($420,000) ("Purchase Price"), less all Rent paid by Tenant, to Landlord, and less all costs and expenses expended by Tenant up to and including an amount not to exceed Three Hundred Thousand Dollars ($300,000) to effect Hazardous Materials removal pursuant to Section 9 below. The purchase of the Premises shall include, among other terms and conditions, the following:

(a) Option Consideration. As consideration for the Option, Tenant shall supervise the cleanup and remediation of the Premises in accordance with Section 9 below.

(b) The Purchase Price less the Rent paid by Tenant, and less the fees and costs Tenant expended in removing Hazardous Materials from the Premises up to and including an amount not to exceed Three Hundred Thousand Dollars ($300,000), shall be due at the close of escrow for the purchase of the Premises.

(c) Term of Option. The Option may be exercised at any time after approval by Landlord's City Council of a resolution approving of the sale of the Premises in accordance with the state's Municipal Park Abandonment Law of 1939 (California Government Code section 38501 et seq.) ("Option Term"). In the event Landlord's City Council fails to approve of the sale of the Premises or fails to approve the Purchase Agreement (as hereafter defined) Landlord shall, within fourteen (14) business days of such event, reimburse Tenant for the rent, costs and expenses then-expended by Tenant up to and including an amount not to exceed Three Hundred Thousand Dollars ($300,000) to effect Hazardous Materials removal from the Premises.

(d) Transferability of Option. The Option may be freely assigned to an affiliated entity of Tenant without the consent of Landlord; provided, however, Tenant shall provide Landlord with ten (10) days prior written notice of Tenant's intent to assign this Lease to an affiliated entity of Tenant for such assignment to be effective.

(e) Exercise of Option. The Option shall be exercised by mailing or delivering a written notice ("Exercise Notice") to Landlord during the Option Term. It is acknowledged and agreed that within fourteen (14) business days of Tenant's exercise of the Option, Tenant and Landlord shall cause the execution of a mutually agreed upon purchase agreement under which Tenant shall purchase the Premises ("Purchase Agreement"). The effective date of the Purchase Agreement shall be the day Landlord and Tenant fully execute the Purchase Agreement. To the extent of any inconsistencies between the provisions of the Purchase Agreement and the Option, the provisions of the Purchase Agreement shall prevail.

(f) Landlord's Covenants, Representations, and Warranties. Landlord warrants that Landlord is the owner of the Premises and will have, prior to the close of escrow for purchase of the Premises, marketable and insurable fee simple title to the Premises free of restrictions, leases, liens, and other encumbrances, except as permitted in the Purchase Agreement. If the Option is exercised by Tenant, Landlord will convey title to the Premises by grant deed.

Landlord covenants that during the Option Term and until the Premises are conveyed to Tenant, Landlord will not encumber the Premises in any way nor grant any property or contract right relating to the Premises without the prior written consent of Tenant.

(g) Effect of Exercising Option. Tenant's delivery of the Exercise Notice to the Landlord shall have the effect of terminating the Lease upon the close of escrow for the Purchase of the Premises.

Section 5. Quiet Enjoyment

Landlord covenants that upon payment by Tenant of the Rent herein reserved and upon performance and observance by Tenant of all of the agreements, covenants, and conditions herein contained on the part of Tenant to be performed and observed, Tenant shall peaceably hold and quietly enjoy the Premises during the entire Term without hindrance, molestation, or interruption by Landlord or by anyone lawfully or equitably claiming by, through or under Landlord.

Section 6. Use

Landlord agrees that Tenant shall have the non-exclusive right to use the Premises for any lawful purpose incidental to and consistent with Landlord's use of the Premises for park purposes including, but not limited to, the storage and use of landscaping materials and equipment.

Section 7. Permits, Licenses, Etc.

Landlord will from time to time during the Term execute and deliver all applications for permits, licenses, or other authorizations relating to the cleanup and remediation of Hazardous Materials on the Premises required by any municipal, county, state, or federal authorities.

Section 8. Repairs, Governmental Regulations and Waste

(a) Tenant shall, during the Term:

(i) Keep and maintain the Premises and all appurtenances thereto in a condition similar to the condition the Premises existed in when Tenant took possession; and

(ii) Comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Premises.

(b) Tenant agrees that it will not commit or permit waste upon the Premises other than to the extent necessary for the removal of any Hazardous Materials on the Premises pursuant to Section 9 below.

Section 9. Cleanup of Hazardous Materials

(a) Landlord's Disclosure. Landlord hereby discloses to Tenant the following:

(i) Landlord contracted for the preparation of a Site Characterization Study ("SCS") of the Premises under the supervision of the US Environmental Protection Agency ("EPA"). The SCS is attached to this Lease as Exhibit "B." The SCS revealed the presence of Hazardous Materials (as hereinafter defined) on the Premises, including, but not limited, to five (5) aboveground storage tanks about twenty feet (20 ft) high each, a transfer tank, associated piping, and soils contaminated with Hazardous Materials. The SCS noted further that the tanks contained approximately fifty thousand gallons (50,000 gals) of Hazardous Materials.

(ii) Landlord has contracted for the preparation, on its behalf, of a Removal, Excavation, and Restoration Work Plan ("Work Plan") for the Premises. The Work Plan is attached to this Lease as Exhibit "C." Landlord warrants that the Work Plan has been approved by the EPA.

(b) Remediation. Tenant shall contract, on behalf of Landlord, for the cleanup and remediation of the Hazardous Materials on the Premises in accordance with the Work Plan (the "Remediation Work") and shall use reasonable efforts to obtain a closure letter from the EPA stating that the EPA will take no further action regarding the Premises. Except for reimbursement or off sets as provided in the Lease, Landlord shall have no obligation for any costs incurred by Tenant in connection with the performance of the Remediation Work; provided, however, Landlord shall reasonably cooperate with Tenant as is necessary to effect cleanup and remediation of the Premises.

(c) Permits and Approvals. Before commencement of the Remediation Work upon the Premises Tenant, at its sole expense, but subject to reimbursement or off set as provided in the Lease, shall secure or cause to be secured any and all land use and other entitlements, permits and approvals which may be required by any governmental agency having jurisdiction over the Remediation Work, including all required environmental review pursuant to California Environmental Quality Act, and shall perform the Remediation Work in accordance with all applicable federal, state and local laws and requirements (the "Governmental Requirements").

(d) Indemnity for Governmental Requirements. Tenant, and Tenant's agents performing the Remediation Work, shall defend, indemnify and hold harmless Landlord and its respective elected and appointed officials, officers, employees, agents and representatives from and against any and all present and future liabilities, obligations, orders, claims, damages, fines, penalties and expenses (including attorneys' fees and costs) (collectively, "Claims"), arising out of or in any way connected with the Tenant's obligation to comply with all Governmental Requirements with respect to the Remediation Work including all applicable state labor laws and standards and the Public Contract Code, except to the extent such Claims result from actions of Landlord, or its elected and appointed officials, officers, employees, agents or representatives, which prevent Tenant from complying with Governmental Requirements. If, at any time, Tenant believes that Landlord, or its elected and appointed officials, officers, employees, agents or representatives, are preventing Tenant from complying with Governmental Requirements, then Tenant shall provide notice to Landlord of the basis of such conclusion by Tenant to enable Landlord to take such actions as may be necessary or appropriate to enable Tenant to comply with Governmental

Requirements. This Subsection (d) shall survive any termination of this Lease. Notwithstanding the above, Tenant shall not be required to defend, indemnify, and hold Landlord harmless from and against any and all present and future liabilities, obligations, orders, claims, damages, and fines imposed on the Landlord as the owner of the Premises and a responsible party as it relates to hazardous materials on the Premises.

(e) Tenant Acknowledgement. Tenant acknowledges that Landlord has made no representation, express or implied, to Tenant or any person associated with Tenant regarding whether or not laborers employed relative to the Remediation Work must be paid the prevailing per diem wage rate for their labor classification, as determined by the state of California, pursuant to Labor Code section 1720 et seq. Tenant agrees with Landlord that Tenant shall assume the responsibility and be solely responsible for determining whether or not laborers employed relative to the Remediation Work must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California. Tenant, and its agents, shall ensure that all laborers employed relative to the Remediation Work undertaken by Tenant shall be paid no less than the prevailing per diem wage rate for their labor classification, as determined by the state of California, pursuant to Labor Code section 1720 et seq. Tenant, on behalf of itself, and its successors and assigns, waives and releases Landlord from any right of action that may be available to any of them pursuant to Labor Code sections 1726 or 1781. Tenant, for itself and for it agents, successors and assigns, acknowledges the protections of Civil Code section 1542 relative to the waiver and release contained in this Subsection (e), which reads as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Additionally, Tenant and its agents, successors and assigns, shall indemnify, defend and hold harmless Landlord, against any claims pursuant to Labor Code sections 1726 and 1781 arising from the undertaking of the Remediation Work. This Subsection (e) shall survive any termination of this Lease.

(f) Tenant's Indemnity. Tenant and Tenant's officers, employees and agents shall defend, indemnify and hold harmless Landlord and its elected officials, employees and agents from and against any and all claims, causes of action, costs, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Tenant or its officers, employees and agents in performing the Remediation Work.

(g) Landlord's Indemnity. Landlord acknowledges that the Hazardous Materials were present on the Premises before Tenant took possession thereof. As such, Landlord shall be responsible and liable for all Hazardous Materials present on the Premises. Landlord shall defend, indemnify, and hold Tenant harmless from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, that Tenant incurs as a result of any claims, actions, or demands by a third party including, but not limited to the EPA, arising out of or related to the existence of Hazardous Materials on the Premises.

(i) Insurance Requirements. Tenant shall take out and maintain, or shall cause its contractor to take out and maintain, with respect to the Remediation Work a commercial general liability policy in the amount of Three Million Dollars ($3,000,000) combined single limit, or such lesser policy limit as the Landlord may approve at its discretion, including contractual liability coverage. Such policy or policies shall be written on an occurrence form. Tenant shall also cause its contractor to obtain and maintain with respect to the Remediation Work a comprehensive automobile liability policy in the amount of Two Million Dollars ($2,000,000), combined single limit, and shall furnish or cause to be furnished to Landlord evidence satisfactory to Landlord that Tenant and any contractor with whom it has contracted for the performance of Remediation Work carries workers' compensation insurance as required by law. Companies writing the insurance required hereunder shall be licensed to do business in the State of California. The Commercial General Liability and Comprehensive Automobile Liability Policies hereunder shall name Landlord, and its elected officials, officers, agents, employees and representatives as additional insureds. Tenant shall furnish Landlord with a certificate of insurance evidencing the required insurance coverage and a duly executed endorsement evidencing such additional insured status. The certificate shall contain a statement of obligation on the part of the carrier to notify Landlord of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by Tenant shall be primary insurance and shall not be contributing with any insurance, self-insurance or joint self-insurance maintained by Landlord, and the policy shall so provide. The insurance policies shall contain a waiver of subrogation for the benefit of Landlord. The required certificate and endorsement shall be furnished by Tenant to Landlord prior to and as a condition of performance of the Remediation Work.

(ii) Liens and Stop Notices. Tenant shall not allow to be placed on the Premises, or any part thereof, any lien or stop notice on account of materials supplied to or labor performed on behalf of Tenant. If a claim of a lien or stop notice is given or recorded affecting the Premises, Tenant shall within thirty (30) days of such recording or service pay and discharge the same or effect the release thereof by recording and delivering to Landlord a copy of a surety bond in sufficient form and amount.

(h) Deduction of Remediation Costs. Landlord shall deduct from the Purchase Price, all costs and expenses expended by Tenant up to and including an amount not to exceed Three Hundred Thousand Dollars ($300,000) associated with the Tenant's Removal of Hazardous Materials from the Premises under the oversight of the EPA.

(i) Hazardous Materials Defined. As used in this Lease, Hazardous Materials include but are not limited to those elements and compounds which are designated as such in the Comprehensive Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Section 9601 et seq., as amended; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq.; the California Health and Safety Code Section 25316; the chemicals known to cause cancer or reproductive toxicity as published in the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health and Safety Code Section 25249.5 et seq.; and all petroleum products and by-products, polychlorinated biphenyls (PCBs) and substances or compounds containing PCBs, and any other hazardous substances as that term may be further defined in any and all applicable federal, state and local laws, residential or household waste, solid waste, or other waste as defined in applicable federal, state and local laws.

Section 10. Performance and Payment Bond

Tenant shall, or cause its contractor to, obtain, execute, and deliver to Landlord a Performance Bond in the form attached hereto as Exhibit "D," or other form of security acceptable to Landlord to ensure performance of the Remediation Work, in the amount of the total compensation to be paid by Tenant to its contractor for the Remediation Work. Tenant shall also, or cause its contractor to, obtain, execute, and deliver to Landlord a Labor and Materials Bond in the form attached hereto as Exhibit "E" in the amount of the total compensation to be paid by Tenant to its contractor for the Remediation Work.

Section 11. Landlord's Right of Inspection

Landlord may, at any reasonable time and from time to time during the Term, enter upon the Property for the purpose of inspecting the Premises and for such other purposes as may be necessary or proper for the reasonable protection of its interests.

Section 12. Tenant's Default and Landlord's Remedies

(a) Default Remedies. Failure by either Party to perform any action or covenant required by this Lease within the time periods provided herein following notice shall constitute a "Default" under this Lease. A Party claiming a Default shall give written Notice of Default to the other Party specifying the Default complained of. Except as otherwise expressly provided in this Lease, the claimant shall not institute any proceeding against the other Party if such Party within thirty (30) days following receipt of such Notice of Default immediately, with due diligence, commences to cure, correct or remedy such failure or delay and completes such cure, correction or remedy with diligence.

(b) Institution of Legal Actions. Except as otherwise specifically provided herein, upon the occurrence of a Default, and the expiration of the applicable cure period pursuant to Subsection (a) above, the non-defaulting Party shall have the right, to institute any action at law or in equity to cure, correct, prevent or remedy any Default, or to recover legal or equitable damages for any Default including specific performance, or to obtain any other remedy consistent with the purpose of this Lease. Such legal actions must be instituted in the Superior Court of the County of San Bernardino, State of California, or in the Federal District Court for the Central District of the State of California. Notwithstanding anything herein to the contrary, a Party's right to recover damages in the event of a Default by the other Party shall be limited to recovery of actual damages and shall exclude consequential damages.

(c) Termination. This Lease may be terminated: (i) if there is an uncured Default, by written notice from the Party not in Default, or (ii) if there is a failure of an express condition (which is not waived by the Party whom the condition benefits) by written notice from the Party whom the condition benefits.

(d) Inaction Not a Waiver of Default. Any failures or delays by either Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 13. Nonwaiver

No waiver of any default under this Lease shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege, or option under this Lease shall constitute a waiver, abandonment or relinquishment thereof or prohibit or prevent any election under or enforcement or exercise of any right, privilege, or option hereunder. No waiver of any provision hereof by Landlord or Tenant shall be deemed to have been made unless and until such waiver shall have been reduced to writing and signed by Landlord or Tenant, as the case may be.

Section 14. No Partnership

It is expressly understood and agreed that Landlord does not, in any way or for any purpose by executing this Lease, become a partner of Tenant in the conduct of Tenant's business, or otherwise, or a joint venturer or a member of a joint enterprise with Tenant.

Section 15. Covenants Run With Land

The agreements, covenants, and conditions contained in this Lease are and shall be deemed to be covenants running with the land and shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective successors and assigns and all subsequent Landlords and Tenants respectively hereunder. All references in this Lease to "Tenant" or "Landlord" shall be deemed to refer to and include successors and assigns of Tenant or Landlord, respectively, without specific mention of such successors or assigns.

Section 16. Notices

Except as otherwise provided in this Lease; any notice or communication to Landlord or Tenant shall be in writing and be mailed by certified mail, postage prepaid. Notices or communications directed to Landlord shall be addressed to the City Clerk, City of Redlands, 35 Cajon Street, Suite 2, Redlands, California 92373 or such other address or addresses as Landlord shall from time to time designate, or to such agent of Landlord as it may from time to time designate, by notice in writing to Tenant. Notices or communications shall be addressed to Tenant at P.O. Box 7538 Redlands, CA 92375-0555 or such other address or addresses as Tenant shall from time to time designate, or to such agent of Tenant as it may from time to time designate, by notice in writing to Landlord. Any notice mailed in the manner above set forth shall be deemed to have been received unless returned to the sender by the post office.

Section 17. Severability

In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Lease, but this Lease shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.

Section 18. Time of the Essence

Time is of the essence of each and all of the agreements, covenants, and conditions of this Lease.

Section 19. Consents

Whenever in this Lease the consent or approval of either Landlord or Tenant is required or permitted, the Party requested to give such consent or approval will act promptly and will not unreasonably withhold its consent or approval.

Section 20. Short Form of Lease

Each of the Parties will, promptly upon request of the other, execute a memorandum of this Lease in form suitable for recording setting forth the names of the Parties , the term of this Lease, the option to purchase, identifying the Premises, and also including such other clauses therein as either Party may desire, except the amounts of Rent payable hereunder or the Purchase Price.

Section 21. Specific Enforcement

In the event that Tenant exercises its option to purchase the Premises from Landlord on the terms and conditions set forth in Section 4 hereof, Landlord and Tenant intend that Tenant's rights under such Section shall be specifically enforceable, without limitation on the right of Tenant to resort to any other remedy available at law.

Section 22. Attorney Fees

In the event of any action or proceeding at law or in equity between Landlord and Tenant to enforce any provision of this Lease or to protect or establish any right or remedy of either Party hereunder, the unsuccessful Party to such litigation shall pay to the prevailing Party all costs and expenses, including reasonable attorneys' fees (and including fees for a Party's use of in-house counsel), incurred therein by such prevailing Party, and if such prevailing Party shall recover judgment in any such action or proceeding, such costs, expenses and attorney's fees shall be included in and as a part of such judgment.

Section 23. Integration

This Lease constitutes the entire agreement between Landlord and Tenant with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral or written regarding the same. This Lease may not be amended or modified in any respect whatsoever except by an instrument in writing signed by Landlord and Tenant.

Section 24. Amendments

This Lease may be modified only in writing and only if signed by the Parties at the time of the modification.

Section 25 Governing Law

This Lease shall be governed by and construed in accordance with the laws of the State of

California.

Section 26. CEQA Compliance

Prior to approval of this Lease, Landlord's City Council has taken action to determine that Landlord's approval of this Lease is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Section 15330 (Class 30) of the State's CEQA Guidelines (14 Cal.Code Regs §15000 et seq) because this Lease relates to minor clean up actions taken to prevent, minimize, stabilize, mitigate, or eliminate the release or threat of release of a hazardous waste or substance.

Section 27. Possessory Interest

Tenant shall pay any and all taxes and assessments which may, during the term of this Lease, be levied or assessed on the personal property or business owned by Tenant and located on the Premises. Tenant acknowledges and agrees that, in accordance with California Revenue and Taxation section 107.6, the Premises may be subject to property taxation and that Tenant may be deemed to have a possessory interest in such property and may be subject to the payment of property taxes levied on such interest.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

LANDLORD:
CITY OF REDLANDS

By: ______________________
Name: Pete Aguilar, Mayor
Its: Mayor

TENANT:
PROPERTY ONE, LLC

By: ______________________
Name: Donald J. Berry, Jr.
Its: Director of Operations

ATTEST:

____
Sam Irwin, City Clerk

LIST OF EXHIBITS

Exhibit A	Legal Description
Exhibit B	Site Characteristic Survey
Exhibit C	Excavation Work Plan
Exhibit D	Performance Bond
Exhibit E	Labor and Materials Bond

Exhibits are on file in the City Clerk's office.

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 0171-022-13

All those portions of the Southwest Quarter of Block 28, The North Half of Block 29, and Park Avenue, vacated by Resolution No. 315 Adopted March 17, 1915 by the Board of Trustees of the City of Redlands, of Barton Ranch, in the City of Redlands, County of San Bernardino, State of California, as shown by map on file in Book 6, page 19 of Maps, in the office of the county recorder of said county., lying south of the right of way of the Southern California Railway Company (San Bernardino Branch of the Atchison, Topeka & Santa Fe Railroad) and lying northeasterly of Redlands Boulevard (formerly West Central Avenue) as established by Final Judgment in Condemnation in Superior court, San Bernardino County, Case No. 36900, a certified copy thereof recorded August 31, 1938 in book 1292, page 402, Official Records.

Excepting therefrom that portion conveyed to the Gregory Fruit Company, a Corporation, by deed recorded December 22, 1910 in book 469, page 69 of Deeds.

Also except therefrom that portion conveyed to Standard Oil Company, a Corporation, by deed recorded March 2, 1911 in book 472, page 184 of Deeds.