Assignment Separate From Certificate

This Assignment Separate From Certificate ("Assignment") is made this MARCH 9, ~~February __~~, 2020 ("Effective Date") by and between Redlands 6120, LLC, a Delaware limited liability company, by their manager Diversified Pacific Communities, LLC, a Delaware limited liability company ("Assignor") and the City of Redlands, a California municipal corporation and general law city ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Settlement and Mutual General Release Agreement ("Settlement Agreement") dated February 18, 2020 whereby Assignor has agreed to transfer and deliver to Assignee, certain shares of Raught Mutual Well Company. Accordingly, Assignee has agreed to assign, transfer and otherwise convey to Assignee, certain shares of Raught Mutual Well Company by the execution and delivery of this Assignment. Assignor now wishes to assign and transfer to Assignee all of Assignor's right, title and interest in and to the following.

ASSIGNMENT

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

1. **Assignment**. Assignor hereby assigns and transfers to Assignee its ownership of Forty Eight (48) shares of Capital Stock of Raught Mutual Well Company ("Stock"), as of the Effective Date. Assignee accepts the assignment of Assignor's rights, titles and interests in and to the Stock.

2. **Ownership**. Assignor's ownership of the Stock is represented on the records of the issuer of the Stock as Certificate No. 164 dated August 17, 2015 and Assignor irrevocably appoints the Secretary of the issuer, attorney-in-fact to transfer said stock on the books of the issuer with full power of substitution.

3. **Counterparts**. To facilitate execution, this Assignment may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof, and it shall be sufficient that the signature on behalf of each party hereto appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement. This Assignment (or counterpart thereof) signed by one or more of the parties and delivered by electronic mail or facsimile shall be effective as an original.

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their duly authorized representatives as of the date of this Assignment.

ASSIGNOR:

REDLANDS 6120, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: DIVERSIFIED PACIFIC COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY
ITS: MANAGER

BY: ______________________________
MATTHEW A. JORDAN,
ITS: CO-MANAGING MEMBER

ASSIGNEE:

CITY OF REDLANDS,
A CALIFORNIA MUNICIPAL CORPORATION AND GENERAL LAW CITY

BY: Paul W. Foster
PAUL W. FOSTER, MAYOR

Jeanne Donaldson
JEANNE DONALDSON, CITY CLERK

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their duly authorized representatives as of the date of this Assignment.

ASSIGNOR:

REDLANDS 6120, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: DIVERSIFIED PACIFIC COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY
ITS: MANAGER

BY: ______________________
MATTHEW A. JORDAN,
ITS: CO-MANAGING MEMBER

ASSIGNEE:

CITY OF REDLANDS,
A CALIFORNIA MUNICIPAL CORPORATION AND GENERAL LAW CITY

BY: ______________________
PAUL W. FOSTER, MAYOR

____
JEANNE DONALDSON, CITY CLERK

NO. SHARES 48

INCORPORATED AUGUST 29, 1934
AUTHORIZED CAPITAL STOCK $7,200.00
720 SHARES PAR VALUE $10

NO. [redacted] 164

Raught Mutual Well Company

Redlands, California

Date: 8/17, 15

This Certifies That Redlands 6120 LLC

is the record holder, entitled to represent, and (subject to conditions printed on reverse side hereof)

"NO ONE"

(IF NO PLEDGE IS TO BE REGISTERED, WRITE "NO ONE" IN THIS SPACE)

is registered as pledgee of
each of the par value of Ten Dollars, of the Capital stock of

Raught Mutual Well Company

a corporation organized under the laws of the State of California, for the purpose (in addition to any others) of supplying water to its shareholders.

The shares evidenced hereby are assessable and may be sold or forfeited for non-payment of an assessment. Each assessment is a lien upon the shares assessed from the time of the adoption of the resolution levying the assessment, until paid. Each charge or toll for water delivered or other service rendered by the corporation to or for the record holder of these shares by virtue of or in respect of ownership of said shares is a lien against said shares from the time when furnished or rendered, until paid. No transfer of these shares can or will be made on the books of the corporation while any such assessment, charge or toll thereagainst remains or is unpaid.

***IN WITNESS WHEREOF**, said corporation has caused this certificate to be signed by its duly authorized officers, and its Corporate Seal affixed the day above written.*

SECRETARY

PRESIDENT

© GOES 358

CONDITION RESPECTING RECORD HOLDER AND PLEDGEE, IF ANY PLEDGEE BE NAMED

The record holder named herein shall be deemed as regards the corporation, its shareholder; and, as such, shall represent said shares and exercise all rights, vote, consent and assent in respect thereof, and demand and receive all water allotted thereto, and be personally liable to the corporation for all tolls, water charges and assessments.

The rights and Interest of the record holder (and of any successor or person appearing by the certificate to be the owner of said shares), and the title to said shares, may be transferred upon the books of the corporation, and a new certificate issued (upon surrender hereof), subject to and showing said pledge, without the act, consent or endorsement of the pledgee.

If the address of the pledgee appears on the books of the corporation, the corporation will not sell or forfeit the shares, evidenced by the within certificate for non-payment of an assessment unless at least ten days prior to such sale or forfeiture there, is mailed to the pledgee at said address of the pledgee, or in lieu thereof, delivered to the pledgee, a copy of the notice of assessment given with respect to such assessment, or in lieu of such copy, any notice stating the fact of the assessment and the time and place for the sale or forfeiture of delinquent shares.

The pledgee shall not be personally liable for the payment of tolls, water charges or assessments, unless payment thereof has been assumed or guaranteed by the pledgee, or water shall be delivered upon or to the order of the pledgee.

The interest and rights of the pledgee, as such, in said shares may be transferred on the books of the corporation and a new certificate issued (upon surrender hereof) showing the new pledgee, without the act, consent or endorsement of the record holder, or of anyone appearing by the Certificate to be the owner of said shares.

ABSOLUTE ASSIGNMENT BY RECORD HOLDER

FOR VALUE, the undersigned hereby sells, assigns and transfers to The City of Redlands

Forty-Eight (48) shares represented by the within Certificate, and appoints the Secretary of the within named Corporation, or any officer or person designated by the Corporation for such purpose, to transfer said shares on the books of said Corporation.

Dated: February 5th, 2020

[signature]

Record Holder

Witness: [signature]

Raught Mutual Well Company

Certificate

FOR

SHARES

ISSUED TO

DATE

ASSIGNMENT IN PLEDGE BY RECORD HOLDER OR OWNER

The undersigned hereby assigns to

(called "Pledge"), in pledge and not absolutely, all shares represented by the within Certificate, and directs said Corporation to register said shares upon its books in the name of the undersigned, as record holder, and said pledgee, as pledgee.

Dated:

Record Holder or Owner

Witness:

FULL RELEASE OF PLEDGEE'S RIGHTS

(Where Debt is Paid or Satisfied)

The undersigned hereby releases from pledge all shares represented by the within certificate, and relinquishes all of the pledgee's interest and rights therein.

Dated:

Pledgee

Witness:

ASSIGNMENT BY PLEDGEE OF PLEDGEE'S RIGHTS

(Where Debt is Transferred)

The undersigned hereby assigns to

as pledgee, all interest and right of the undersigned in the shares represented by the within certificate, together with the debt or liability secured thereby.

Dated:

Pledgee

Witness:

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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 August 20, 2015 before me, Robin Pain, Notary Public,
(Here insert name and title of the officer)

personally appeared Patrick Casey and Bonnie Casey,
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.

Robin Pain

Notary Public Signature

ROBIN PAIN
Commission No. 2046283
NOTARY PUBLIC-CALIFORNIA
SAN BERNARDINO COUNTY
My Comm. Expires OCTOBER 21, 2017
NCC1

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Raught Mutual Well Company
(Title or description of attached document)

Shares of Stock(48)
(Title or description of attached document continued)

Number of Pages 2 Document Date 8/20/15

CAPACITY CLAIMED BY THE SIGNER

- ☑ Individual (s)
- ☐ Corporate Officer

____
(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ______________

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

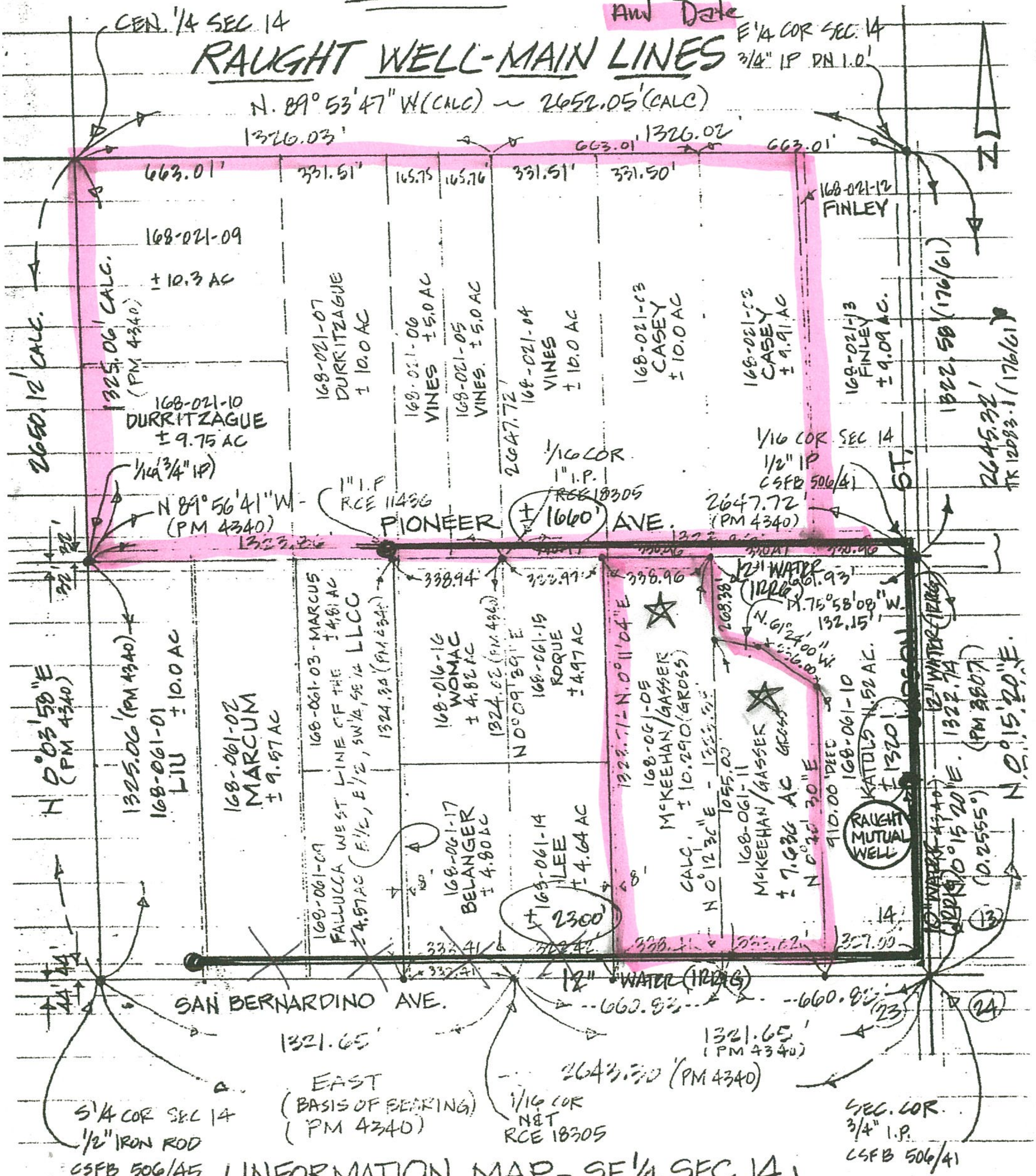
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
    - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
    - ❖ Indicate title or type of attached document, number of pages and date.
    - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Please sign

DIG ALERT • 2004 •

8-20-15

And Date



INFORMATION MAP - SE 1/4, SEC. 14

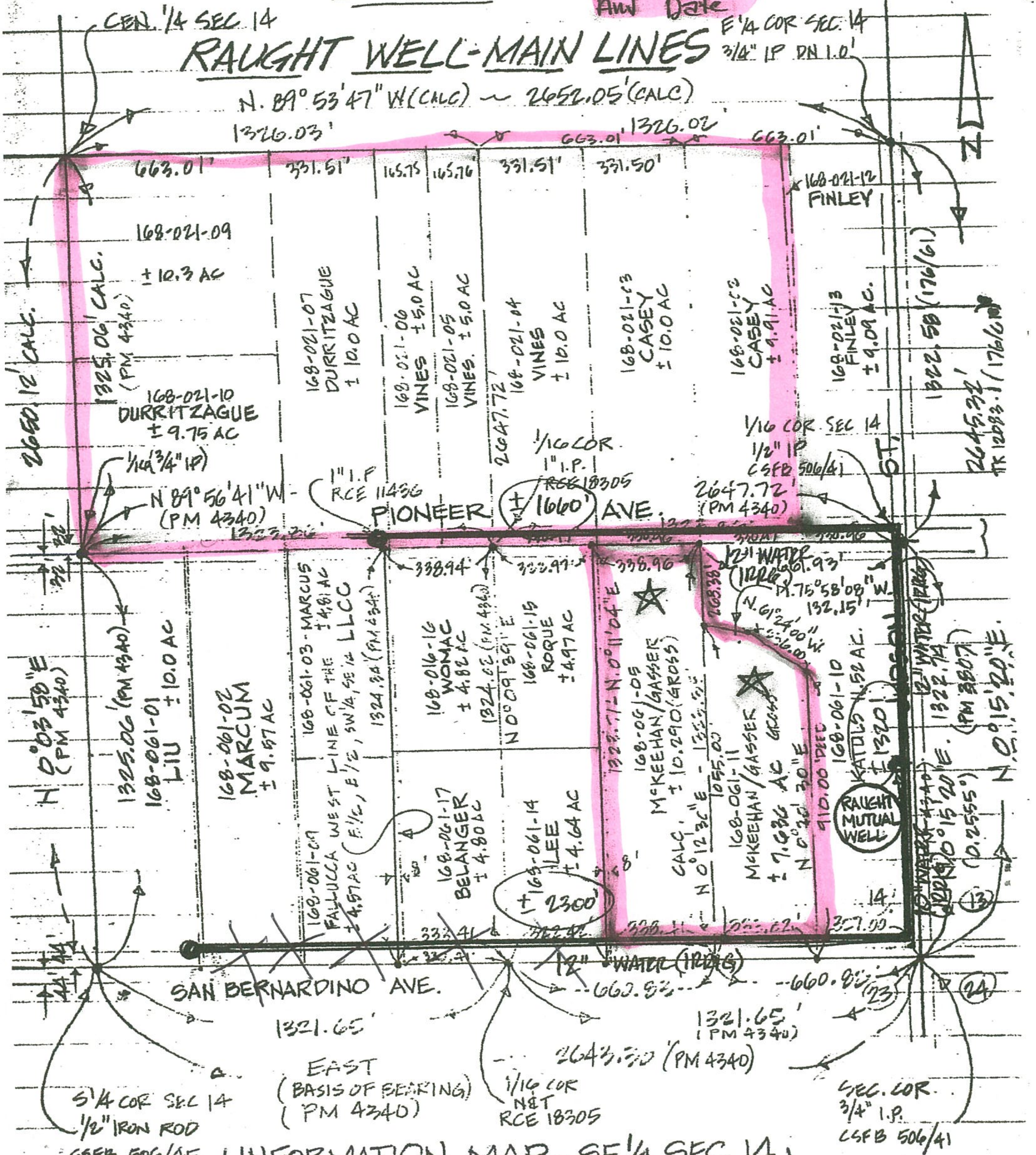
418 Shares Raught Mutual Well

REV. MAR 2001

Please sign

DIG ALERT •2004•

And Date



INFORMATION MAP - SE 1/4, SEC. 14

REV. MAR 2001

48 Shares Raught Mutual Well

[illegible] Zone

DO NOT MAIL

REQUESTED BY: Tricia

DEPARTMENT: FCS

AMOUNT OF CK: $ Redlands U120 LLC

NAME ON CHECK: 273,921.39

[illegible]