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DAR - Title Company (Hard Copy)



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678136-23
FIRST AMERICAN TITLE INSURANCE COMPANY

WHEN RECORDED RETURN TO

City of Pomona
ATTN: City Manager
505 South Garey Avenue
Pomona, CA 91766

MAIL TAX STATEMENTS TO:

ATTACHMENT 2

Page 2 of 15



THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

No recording fee required; this document exempt from
fee pursuant to Section 27383 of the California
Government Code

ACCESS EASEMENT AGREEMENT

(Access Easement Granted to PSIP)

This Access Easement Agreement (this "**Agreement**") is made and entered into to be effective as of October 30, 2015, by and between PSIP CHI POMONA LLC, a Delaware limited liability company ("**PSIP**") and THE CITY OF POMONA, a California municipal corporation ("**City**").

RECITALS:

A. City is the owner of that certain tract of land (the "**City Property**") described in Exhibit "A" attached hereto and incorporated herein by this reference, which includes that certain portion of the City Property (the "**PSIP Easement Area**") described and depicted in Exhibit "C" attached hereto and incorporated herein by this reference.

B. PSIP is the owner of that certain tract of land (the "**PSIP Property**") described in Exhibit "B" attached hereto and incorporated herein by this reference, which is adjacent to the City Property.

C. PSIP and City desire to enter into this Agreement for the purpose of providing a means of ingress and egress to the PSIP Property over, upon and across the PSIP Easement Area.

AGREEMENTS

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PSIP and City hereby agree as follows:

1. City Grant. City has GRANTED, BARGAINED, SOLD and CONVEYED, and does hereby GRANT, BARGAIN, SELL and CONVEY, unto PSIP, its successors, transferees

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and assigns, a private, non-exclusive and limited easement (the "**PSIP Easement**") over, upon and across the PSIP Easement Area for the purposes herein specified; subject, however, to any and all currently existing title exceptions or other matters of record affecting the PSIP Easement Area. TO HAVE AND TO HOLD said PSIP Easement, together with, all and singular, all rights, titles, interests, privileges and hereditaments thereto in anywise belonging, unto PSIP, its successors and assigns, until the termination of the PSIP Easement pursuant hereto, and PSIP does hereby bind itself, its successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the PSIP Easement unto PSIP, its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under PSIP but not otherwise, subject to any and all currently existing title exceptions or other matters of record affecting the PSIP Easement Area.

2. Purpose. The PSIP Easement is hereby created for the benefit of, and as an easement appurtenant to, the PSIP Property for the benefit of PSIP, its successors, transferees and assigns, and shall be used exclusively for (a) ingress and egress by vehicle or pedestrian over, upon and across the PSIP Easement Area (but not for parking), and (b) for the installation and maintenance of utility wires, fiber, cables, conduits, and pipes under or along the PSIP Easement Area. The PSIP Easement and the use of the PSIP Easement Area for ingress and egress shall also be permitted for the benefit of, and use by, any governmental authority or agency for the purposes of providing public safety services, police, fire and medical services.

3. Duration. The PSIP Easement shall be permanent and perpetual for as long as PSIP, its successors, transferees and assigns shall have use of the PSIP Easement; provided, however, that upon PSIP's abandonment of the PSIP Easement or upon the expiration of the need for the PSIP Easement, it shall automatically terminate without further action by either party hereto. Upon the request of PSIP, after the termination of the PSIP Easement pursuant hereto, PSIP, or its successors, transferees and assigns shall execute and deliver to City a release or termination of the PSIP Easement, in recordable form reasonably acceptable to City.

4. Non-Exclusive Right. The PSIP Easement herein created is not exclusive, and City hereby expressly reserves the right, for itself and its successors and assigns, without the prior written consent of PSIP, to grant such other, similar or dissimilar, easements, rights, benefits, rights-of-way and privileges to such other persons and for such other purposes, and to make or construct improvements over, across, upon and under the City Property (including the PSIP Easement Area), as City may elect; provided, however, any such easements, rights, benefits, rights-of-way and privileges hereafter granted, and such improvements hereafter made or constructed upon, over, across or under such City Property (including the PSIP Easement Area) shall not unreasonably interfere with, or unreasonably restrict the use of, the PSIP Easement and the other rights and benefits appurtenant thereto or granted herein to PSIP.

5. Maintenance of Easement Area. PSIP, its successors, transferees and assigns (the "**Maintenance Party**") shall maintain, repair and replace the PSIP Easement Area in good condition during the term of this Agreement to the reasonable satisfaction of City. Notwithstanding anything to the contrary contained herein, Maintenance Party shall, in its reasonable discretion, determine the appropriate remedial action required of it to satisfy its maintenance obligations hereunder (e.g., Maintenance Party shall, in its reasonable discretion,

determine whether, and to the extent, repairs or replacements are the appropriate remedial action). Notwithstanding anything to the contrary contained herein, City may notify Maintenance Party, either verbally or in writing, when it determines a need exists for repairs, replacement, or maintenance of the PSIP Easement Area; however, City shall incur no costs or expenses in the performance of Maintenance Party's obligations hereunder.

6. Alterations to and Relocation of PSIP Easement Area. City shall have the right to make alterations to the PSIP Easement Area and change the location of the PSIP Easement Area so long as the alterations or changes in location do not materially interfere with the benefits of the Easement and the requirements of this Agreement and the location of the PSIP Easement Area is not altered in a manner that exceeds twenty feet in either direction from the PSIP Easement Area as described and depicted in Exhibit "C" attached hereto. If the PSIP Easement Area is relocated pursuant to this Paragraph 6, PSIP and PSIP shall execute and record in the Real Property Records of Los Angeles County, California a modification of this Agreement to reflect the location of the relocated PSIP Easement Area. No party shall construct or maintain any vertical improvement, fence, wall, partition, curb, or similar barrier within the PSIP Easement Area as would unreasonably interfere with the use and enjoyment of the PSIP Easement Area by the other party; provided, however, temporary blockage for short periods of time will be allowed for repairs and by vendors/suppliers of PSIP or City in connection with reasonable and customary deliveries; and provided further that it is the intent of the restrictions in this Section 6 to result in the PSIP Easement Area to constitute area reserved to satisfy the applicable set-back requirements for any improvements on the PSIP Property.

7. Indemnification. City agrees to indemnify, defend and hold harmless PSIP from any and all liability or damages which PSIP may suffer as a result of claims, demands, costs, liens, judgments or awards against PSIP arising out of or as a result of any use of the PSIP Easement by City, its employees, agents, tenants, licensees, invitees and guests. PSIP agrees to indemnify, defend and hold harmless City from any and all liability or damages which City may suffer as a result of claims, demands, costs, liens, judgments or awards against City arising out of or as a result of any use of the PSIP Easement by PSIP, its employees, agents, tenants, licensees, invitees and guests.

8. Rights Reserved. City retains, reserves, and shall continue to enjoy the use of the surface of, subsurface under and air space over the PSIP Easement Area for any and all purposes which do not unreasonably interfere with or prevent the reasonable use by PSIP of the PSIP Easement for the purposes herein provided and for the duration of said PSIP Easement.

9. Dedication Disclaimer. The Easement is not a public easement or right-of-way, but is a private, non-exclusive and limited easement for the exclusive use and benefit of PSIP, its successors and assigns, and this Agreement is not intended, and shall not be construed, to be a dedication to the general public for use of the Easement Area.

10. Condemnation. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the PSIP Easement Area, the award attributable to the land and improvements of the PSIP Easement Area shall be payable only to City, and no claim shall be made by PSIP, except that PSIP may file collateral claims with the condemning authority for

losses with respect to the PSIP Easement Area which are separate and apart from the value of the land area and improvements taken from City.

11. Subordination. Any and all mortgages, deeds of trust, ground leases or other leases currently in effect or hereafter granted or entered into with respect to the City Property shall be subject, subordinate and inferior to the easements, rights, benefits and obligations created hereby, and the foreclosure under any such mortgage or deed of trust shall not extinguish or impair the easements, rights, benefits and obligations created by this Agreement.

12. Notices. Any notice or communication required or permitted under this Agreement must be in writing and must be sent to the appropriate notice address by (i) personal delivery, (ii) a recognized overnight courier, (iii) United States mail, postage prepaid, certified mail, return receipt requested, (iv) facsimile with either electronic or telephonic verification of receipt, so long as the original of the facsimile notice is deposited in the United States mail within three days after the fax notice is sent, or (v) electronic mail ("e-mail"). Notice by personal delivery or overnight courier will be effective upon receipt, notice by mail will be effective upon deposit in the United States mail in the manner above described, and notice by facsimile or e-mail will be effective upon electronic or telephonic verification of receipt. Any party may change its notice address by delivering appropriate written notice to the other party. The change in notice address will be effective 10 days after the date of the notice. The address for notices for PSIP and City under this Agreement are as follows:

PSIP: PSIP CHI POMONA LLC
3819 Maple Avenue
Dallas, Texas 75219
Attention: Will Mundinger

City: THE CITY OF POMONA
505 South Garey Avenue
Pomona, CA 91766
Attention: City Manager

13. Prohibited Persons or Transactions. PSIP represents and warrants to City that PSIP is currently in compliance with and shall at all times during the term of this Agreement (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Assets Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto. City represents and warrants to PSIP that City is currently in compliance with and shall at all times during the term of this Agreement (including any extension thereof) remain in compliance with the regulations of the OFAC of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

14. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the exclusive venue for any action brought with respect hereto will be in Los Angeles County, California.

15. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. Multiple Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required.

17. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any or all representations or modifications concerning this instrument shall be of no force and effect except for a subsequent modification in writing signed by the parties hereto.

18. Binding Effect. City and PSIP covenant and agree that the servitudes, easements, rights, rights-of-way, privileges, agreements, covenants and restrictions and all other terms, conditions and provisions hereof shall be binding upon their respective successors and assigns and all other persons or entities having or hereafter acquiring any right, title or interest in the PSIP Property or the City Property, and all other persons and entities claiming by, through or under said owners and their respective successors and assigns. To the greatest extent allowed by law the terms, covenants, conditions and restrictions of this Agreement shall be covenants running with the land or equitable servitudes and the burdens and benefits of this Agreement shall inure to and bind the heirs, successors, assigns and transferees of PSIP and City.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

PSIP:

PSIP CHI POMONA LLC,

a Delaware limited liability company

By: **CHI/POMONA, L.L.C.,**
a Delaware limited liability company,
its member

By: **CHI/Pomona Manager, L.L.C.,**
a Delaware limited liability company,
its manager

By: [Signature]
Name: **William G. Munding III**
Title: **Vice President**

By: **PSIP III Pomona Limited Partnership,**
a Delaware limited partnership,
its member

By: **PSIP III Pomona GP LLC,**
a Delaware limited liability company,
its sole General Partner

By: [Signature]
Name: **Karen A. Nista**
Title: **Managing Director**

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 Texas)
County of Dallas)

On October 30 2015 before me, Sarah Pearson, personally appeared, William G. Munding III, Vice President of CHI/Pomona Manager, L.L.C. the manager of CHI/POMONA, L.L.C. the member of PSIP CHI POMONA, L.L.C., 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 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 Sarah E Pearson (Seal)

State of Connecticut)
County of Hartford)

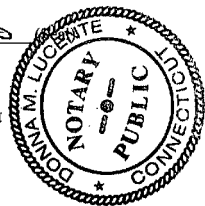
On November 2 2015 before me, Donna M. Lucente, personally appeared, Karen Nista, Managing Director of PSIP III Pomona GP LLC, General Partner of PSIP III Pomona Limited Partnership, the member of CHI/Pomona Manager, L.L.C., the manager of CHI/POMONA, L.L.C., the member of PSIP CHI POMONA LLC, who proved 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 Connecticut that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Donna M. Lucente

DONNA M. LUCENTE
Notary Public, State of Connecticut
My Commission Expires: January 31, 2017



CITY:

THE CITY OF POMONA, a California municipal corporation

By: Linda C. Lowry
 Name: Linda C. Lowry
 Title: City 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)

County of Los Angeles)

On Nov. 5, 2015 before me, Antoinette M. Perez, Notary Public (here insert name and title of the officer), personally appeared Linda Carol Lowry 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 Antoinette M. Perez (Seal)

Attachments:

Exhibit "A" - City Property
 Exhibit "B" - PSIP Property
 Exhibit "C" - PSIP Easement Area

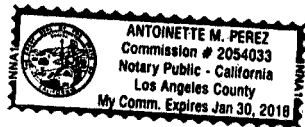


EXHIBIT "A"

City Property

LEGAL DESCRIPTION

THE WESTERLY 50.00 FEET OF THAT PORTION OF LOT 2 OF TRACT NO. 4581, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 52, PAGES 2 AND 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH $81^{\circ} 23' 38''$ EAST 585.08 FEET, ALONG THE NORTH LINE OF SAID LOT 2; THENCE SOUTH $14^{\circ} 45' 24''$ EAST, PARALLEL WITH THE EAST LINE OF LOT 3 IN SAID TRACT NO. 4581, A DISTANCE OF 383.21 FEET TO A POINT THAT IS 381.00 FEET, MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF SAID LOT 2, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH $14^{\circ} 45' 24''$ EAST 868.03 FEET, TO A POINT ON THE NORTH LINE OF MISSION BOULEVARD AS DESCRIBED BY DEED RECORDED SEPTEMBER 23, 1952 AS INSTRUMENT NO. 3276 IN BOOK 39907, PAGE 305 OF OFFICIAL RECORDS, SAID NORTH LINE ALSO BEING 80.00 FEET NORTH, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF MISSION BOULEVARD; THENCE NORTH $81^{\circ} 21' 42''$ EAST 275.00 FEET, ALONG SAID NORTH LINE OF MISSION BOULEVARD, TO THE SOUTHWEST CORNER OF LAND DESCRIBED IN THE DEED RECORDED NOVEMBER 12, 1997 AS INSTRUMENT NO. 87-1793639 OF OFFICIAL RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID LAST MENTIONED DEED, NORTH $11^{\circ} 08' 27''$ WEST 129.54 FEET AND NORTH $8^{\circ} 39' 10''$ WEST 733.47 FEET TO THE INTERSECTION WITH THE LINE THAT IS SOUTHERLY 381.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF SAID LOT 2; THENCE ALONG SAID LINE, SOUTH $81^{\circ} 23' 33''$ WEST 361.67 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING: 43,401 SQUARE FEET OR 0.996 ACRES MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY IF ANY.

DESCRIPTION PREPARED UNDER THE DIRECTION OF:


BRIAN L. THIENES
P.L.S. No. 5750
REG. EXP. 12/31/15

0/23/15
DATE



EXHIBIT "B"

PSIP Property

Real property in the City of Pomona, County of Los Angeles, State of California, described as follows:

PARCEL 1: APN: 8707-019-003

PARCEL A:

THAT PORTION OF LOT 2 OF TRACT NO. 4581, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 52, PAGES 2 AND 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED ON THE NORTH BY THE NORTH LINE OF SAID LOT; ON THE WEST BY THE WEST LINE OF SAID LOT; ON THE SOUTH BY THE NORTH LINE OF MISSION BOULEVARD, FORMERLY BREA CANYON ROAD, AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED IN BOOK 44061, PAGE 166 OF OFFICIAL RECORDS, IN SAID COUNTY RECORDER'S OFFICE, AND BOUNDED ON THE EAST BY A LINE PARALLEL WITH THAT COURSE IN THE WESTERLY LINE OF SAID LOT 2 SHOWN ON SAID MAP AS HAVING A BEARING OF NORTH 14° 15' 30" WEST AND A LENGTH OF 957.02 FEET, WHICH LINE INTERSECTS THE NORTHERLY LINE OF SAID LOT 2, DISTANT EASTERLY THEREON 585.08 FEET FROM THE NORTHWEST CORNER OF SAID LOT 2.

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT; THENCE NORTH 81° 54' 00" EAST ALONG THE NORTH LINE OF SAID LOT 585.08 FEET; THENCE SOUTH 14° 15' 30" EAST PARALLEL WITH THE EAST LINE OF LOT 3 IN SAID TRACT NO. 4581, A DISTANCE OF 95.53 FEET; THENCE SOUTH 81° 54' 00" WEST, PARALLEL WITH THE NORTH LINE OF SAID LOT 2 TO A LINE PARALLEL WITH AND DISTANT EASTERLY 201.00 FEET, MEASURED AT RIGHT ANGLES FROM SAID EAST LINE; THENCE SOUTH 14° 15' 30" EAST ALONG SAID PARALLEL LINE TO THE

NORTH LINE OF SAID MISSION BOULEVARD, FORMERLY BREA CANYON ROAD THENCE SOUTHWESTERLY ALONG SAID NORTH LINE, FOLLOWING THE SAME THROUGH ALL ITS COURSE TO THE WEST LINE OF SAID LOT 2; THENCE NORTHWESTERLY ALONG SAID WEST LINE, FOLLOWING THE SAME THROUGH ALL ITS COURSES TO THE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF LOT 2 OF TRACT NO. 4581, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 52, PAGES 2 AND 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT; THENCE ALONG THE NORTHERLY LINE OF SAID LOT, NORTH $81^{\circ}54'00''$ EAST 202.22 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH $81^{\circ}54'00''$ EAST 382.86 FEET; THENCE PARALLEL TO THAT CERTAIN WESTERLY LINE OF SAID LOT, SHOWN ON SAID MAP OF TRACT NO. 4581, AS HAVING A BEARING AND LENGTH OF NORTH $14^{\circ}15'30''$ WEST 957.02 FEET; SOUTH $14^{\circ}15'30''$ EAST 95.53 FEET; THENCE PARALLEL TO SAID NORTHERLY LINE SOUTH $81^{\circ}54'00''$ WEST 382.91 FEET TO A LINE PARALLEL WITH AND DISTANT 201.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM SAID WESTERLY LINE; THENCE ALONG SAID LAST MENTIONED PARALLEL LINE SOUTH $14^{\circ}15'30''$ EAST 839.80 FEET TO A DIRECT LINE DRAWN AT RIGHT ANGLES TO SAID WESTERLY LINE AND WHICH PASSES THROUGH A POINT IN SAID WESTERLY LINE, DISTANT SOUTH, $14^{\circ}15'30''$ EAST 957.02 FEET THEREON FROM SAID NORTHWESTERLY CORNER; THENCE CONTINUING ALONG SAID PARALLEL LINE AND ITS SOUTHERLY PROLONGATION, SOUTH $14^{\circ}15'30''$ EAST 40.00 FEET; THENCE AT RIGHT ANGLES TO THE SOUTHERLY PROLONGATION OF SAID WESTERLY LINE SOUTH $75^{\circ}44'30''$ WEST 30.00 FEET; THENCE PARALLEL WITH THE SOUTHERLY PROLONGATION OF SAID WESTERLY LINE NORTH $14^{\circ}15'30''$ WEST 40.00 FEET TO SAID HEREINABOVE MENTIONED DIRECT LINE; THENCE ALONG SAID LAST MENTIONED LINE SOUTH $75^{\circ}44'30''$ WEST 161.00 FEET TO A LINE PARALLEL WITH AND DISTANT 10.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM SAID WESTERLY LINE; THENCE ALONG SAID LAST MENTIONED PARALLEL LINE NORTH $14^{\circ}15'30''$ WEST 71.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1160.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $8^{\circ}11'20''$ AN ARC DISTANCE OF 165.79 FEET; THENCE TANGENT TO SAID CURVE, NORTH $6^{\circ}04'10''$ WEST 103.83 FEET; THENCE NORTH $0^{\circ}34'10''$ WEST 222.35 FEET; THENCE NORTH $2^{\circ}34'10''$ WEST 211.00 FEET; THENCE NORTH $7^{\circ}25'50''$ EAST 186.90 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

PARCEL C:

THAT PORTION OF LOT 2 OF TRACT NO. 4581, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 52, PAGES 2 AND 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT; THENCE ALONG THE WESTERLY LINE OF SAID LOT, SOUTH $14^{\circ}15'30''$ EAST 957.02 FEET; THENCE AT RIGHT ANGLES TO SAID WESTERLY LINE NORTH $75^{\circ}44'30''$ EAST 10.00 FEET TO A LINE PARALLEL WITH SAID WESTERLY LINE AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING AT RIGHT ANGLES TO SAID WESTERLY LINE NORTH $75^{\circ}44'30''$ EAST TO A LINE PARALLEL WITH AND DISTANT 171.00 FEET EAST MEASURED AT RIGHT ANGLES TO SAID WESTERLY LINE; THENCE PARALLEL TO SAID WESTERLY LINE SOUTH $14^{\circ}15'30''$ EAST 40.00 FEET; THENCE AT RIGHT ANGLES TO SAID WESTERLY LINE NORTH $75^{\circ}44'30''$ EAST 30.00 FEET TO A LINE PARALLEL WITH AND DISTANT 201.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM SAID WESTERLY LINE; THENCE ALONG SAID LAST MENTIONED PARALLEL LINE SOUTH $14^{\circ}15'30''$ EAST 277.77 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF MISSION BOULEVARD, FORMERLY BREA CANYON ROAD AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED IN BOOK 44061, PAGE 166 OF OFFICIAL RECORDS, IN SAID COUNTY RECORDER'S OFFICE; THENCE ALONG SAID NORTHERLY LINE SOUTH $74^{\circ}31'59''$ WEST 151.37 FEET AND

SOUTH $67^{\circ}20'44''$ WEST 40.10 FEET TO SAID LINE PARALLEL TO SAID WESTERLY LINE WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE ALONG SAID LAST MENTIONED PARALLEL LINE NORTH $14^{\circ}15'30''$ WEST 326.82 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

A NON-EXCLUSIVE UTILITY EASEMENT OVER, THROUGH, AND UNDER EASEMENTS RESERVED IN A CONVEYANCE DOCUMENT DULY RECORDED AS INSTRUMENT NO. 97-1793633 IN THE OFFICIAL RECORDS OF THE COUNTY OF LOS ANGELES.

Real property in the City of Pomona, County of Los Angeles, State of California, described as follows:

PARCEL A:

THAT PORTION OF LOT 2 OF TRACT NO. 4581, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 52 PAGES 2 AND 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 81° 29' 33" EAST 585.08 FEET, ALONG THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 14° 39' 20" EAST, PARALLEL WITH THE EAST LINE OF LOT 3 IN SAID TRACT NO. 4581, A DISTANCE OF 383.20 FEET TO A POINT THAT IS 381.00 FEET, MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF SAID LOT 2, TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 14° 39' 20" EAST 868.18 FEET TO A POINT ON THE NORTH LINE OF MISSION BOULEVARD AS DESCRIBED BY DEED RECORDED SEPTEMBER 23, 1952 AS INSTRUMENT NO. 3276 IN BOOK 39907 PAGE 305 OF OFFICIAL RECORDS, SAID NORTH LINE ALSO BEING 80.00 FEET NORTH, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF MISSION BOULEVARD; THENCE NORTH 81° 27' 15" EAST 275.00 FEET, ALONG SAID NORTH LINE OF MISSION BOULEVARD, TO THE SOUTHWEST CORNER OF LAND DESCRIBED IN THE DEED RECORDED NOVEMBER 12, 1997 AS INSTRUMENT NO. 97-1793639 OF OFFICIAL RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID LAST MENTIONED DEED, NORTH 11° 01' 03" WEST 129.16 FEET AND NORTH 8° 31' 46" WEST 733.97 FEET TO THE INTERSECTION WITH THE LINE THAT IS SOUTHERLY 381.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF SAID LOT 2; THENCE ALONG SAID LINE, SOUTH 81° 29' 33" WEST 362.04 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING.

EXCEPT WESTERLY 50.00 FEET

ALSO EXCEPTING THEREFROM ALL MINERALS AND MINERAL DEPOSITS, INCLUDING BUT NOT LIMITED TO, OIL, AND GAS, OTHER GASES, INCLUDING BUT NOT LIMITED TO NON HYDROCARBON AND GEOTHERMAL GASES; OIL SHADE; COAL, PHOSPHATE, ALUMINA, SILICA, FOSSILS OF ALL GEOLOGICAL AGES, SODIUM, GOLD, SILVER, METALS AND THEIR COMPOUNDS, ALKALI, ALKALI EARTH, SAND, CLAY, GRAVEL, SALTS AND MINERAL WATERS, URANIUM, TRONA, GEOTHERMAL RESOURCES, TOGETHER WITH THE RIGHT OF THE STATE OR PERSONS AUTHORIZED BY THE STATE TO PROSPECT FOR, DRILL FOR, EXTRACT, MINE AND REMOVE SUCH DEPOSITS OR RESOURCES AND TO OCCUPY AND USE SO MUCH OF THE SURFACE OF THE LANDS AS MAY BE NECESSARY THEREFORE, AS RESERVED BY THE STATE OF CALIFORNIA IN PATENT RECORDED NOVEMBER 12, 1997 AS INSTRUMENT NO. 97-1793635 OF OFFICIAL RECORDS. THE RIGHT TO THE USE OF THE SURFACE, INCLUDING ITS RIGHT TO ENTER SAID LAND TO A DEPTH OF 500 FEET BELOW THE SURFACE WAS QUITCLAIMED ON DEED RECORDED NOVEMBER 12, 1997 AS INSTRUMENT NO. 97-1793636 OF OFFICIAL RECORDS.

PARCEL B:

A NON-EXCLUSIVE UTILITY EASEMENT OVER, THROUGH, AND UNDER EASEMENTS RESERVED IN A CONVEYANCE DOCUMENT DULY RECORDED NOVEMBER 12, 1997 AS INSTRUMENT NO. 97-1793633 IN THE OFFICIAL RECORDS OF THE COUNTY OF LOS ANGELES.

APN: 8707-019-005

EXHIBIT "C"

PSIP Easement Area

LEGAL DESCRIPTION

THE WESTERLY 50.00 FEET OF THAT PORTION OF LOT 2 OF TRACT NO. 4581, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 52, PAGES 2 AND 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH $81^{\circ} 23' 38''$ EAST 585.08 FEET, ALONG THE NORTH LINE OF SAID LOT 2; THENCE SOUTH $14^{\circ} 45' 24''$ EAST, PARALLEL WITH THE EAST LINE OF LOT 3 IN SAID TRACT NO. 4581, A DISTANCE OF 383.21 FEET TO A POINT THAT IS 381.00 FEET, MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF SAID LOT 2, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH $14^{\circ} 45' 24''$ EAST 868.03 FEET TO A POINT ON THE NORTH LINE OF MISSION BOULEVARD AS DESCRIBED BY DEED RECORDED SEPTEMBER 23, 1952 AS INSTRUMENT NO. 3276 IN BOOK 39907, PAGE 305 OF OFFICIAL RECORDS, SAID NORTH LINE ALSO BEING 80.00 FEET NORTH, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF MISSION BOULEVARD; THENCE NORTH $81^{\circ} 21' 42''$ EAST 275.00 FEET, ALONG SAID NORTH LINE OF MISSION BOULEVARD, TO THE SOUTHWEST CORNER OF LAND DESCRIBED IN THE DEED RECORDED NOVEMBER 12, 1997 AS INSTRUMENT NO. 97-1793639 OF OFFICIAL RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID LAST MENTIONED DEED, NORTH $11^{\circ} 08' 27''$ WEST 129.54 FEET AND NORTH $8^{\circ} 39' 10''$ WEST 733.47 FEET TO THE INTERSECTION WITH THE LINE THAT IS SOUTHERLY 381.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF SAID LOT 2; THENCE ALONG SAID LINE, SOUTH $81^{\circ} 23' 33''$ WEST 361.67 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING: 43,401 SQUARE FEET OR 0.996 ACRES MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY, IF ANY.

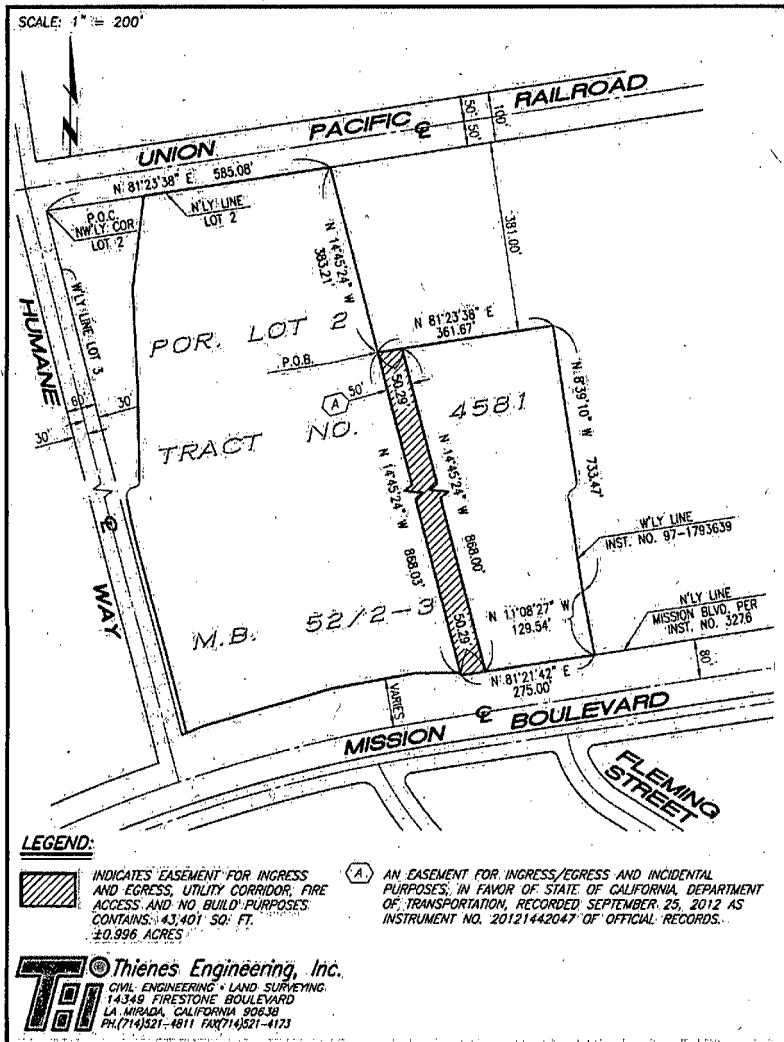
DESCRIPTION PREPARED UNDER THE DIRECTION OF:



BRIAN L. THIENES
P.L.S. No. 5750
REG. EXP. 12/31/15

0/25/15
DATE





ACCESS EASEMENT AGREEMENT
 Exhibit "C" – PSIP Easement Area

Access Easement Agreement To PSIP FINAL Sen