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Recorded in Official Records, Orange County  
Tom Daly, Clerk-Recorder

63.00

2009000458160 03:24pm 08/25/09

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RECORDING REQUESTED BY:

QPN Investments, LLC  
5959 Calle Principia  
Anaheim, California 92807

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control  
5796 Corporate Avenue  
Cypress, California 90808  
Attention: Manny Alonzo, Unit Chief  
Brownfields and Environmental  
Restoration Program

164

15  
20P  
164

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

QPN Investments  
1182 Knollwood Circle  
Anaheim, California 92801  
DTSC Site Code No. 550007-48  
County of Orange Assessor's Parcel No. 070-772-09

This Covenant and Agreement ("Covenant") is made by and between: QPN Investments, LLC (the "Covenantor"), the current owner of property situated in the City of Anaheim, County of Orange, State of California, described in Exhibit "A", which is attached and incorporated by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and Department, collectively referred to as the "Parties," hereby agree that the use of the Property be restricted as set forth in this Covenant; and the Parties further agree that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I  
STATEMENT OF FACTS

1.01. The Property, totaling approximately 43,500 square feet, is more particularly described and depicted in Exhibit "A". The Property is located in Parcel 27 in the City of Anaheim, in the area now generally bounded by Knollwood Circle on the west and a commercial/industrial parcel addressed 2611-2617 West Woodland Drive on the east. A commercial/industrial parcel addressed 1190 North Knollwood Circle is separated from the subject Property by a private road on the north. A commercial/industrial parcel addressed 1150-1178 North Knollwood Circle is separated from the subject Property by an alley way on the south. The Property is currently zoned for commercial and industrial land uses. The surrounding land uses are also commercial and industrial. The Property is also generally described as Orange County Assessor's Parcel No.: 070-772-09.

1.02. The restrictions will apply to the entire Property, unless expressly stated as applicable only to a specific portion thereof. The Property is presently improved with one (1) building divided into a warehouse and office space totaling approximately 22,818 square feet and two (2) outside parking areas covered with asphalt or with concrete.

1.03. Century Laminators, the Covenantor's predecessor, laminated circuit boards. On November 4, 1993, the Department authorized an onsite hazardous waste treatment facility ("Facility") on the Property pursuant to Permit by Rule. Under this authorization, the Facility is subject to the requirements of the Hazardous Waste Control Law at Health and Safety Code Section 25100 et seq. and corrective action requirements of the Hazardous Waste Control Law, including Health and Safety Code Section 25187. The Facility closed operation as a hazardous waste facility on May 12, 2004. The Property, which includes the Facility, was sold to the Covenantor on September 17, 2008 and the Covenantor is the current property owner. Pursuant to the corrective action requirements of the Hazardous Waste Control Law, including Health

and Safety Code Section 25187, the Department is requiring this Covenant for the Facility. Century Laminators has conducted corrective action at the Property under the Department's oversight, including removal of contaminated soil and installation of reinforced concrete surface over areas of subsurface contamination as documented in a report dated June 17, 2009 entitled "*Removal Action Completion and Site Closure Report.*"

1.04. As a result of historical operations at the Property, certain hazardous materials, including polychlorinated biphenyls and metals, were released into the soil at the Property. The highest concentration of the remaining polychlorinated biphenyls is Aroclor 1248 at 260 micrograms per kilogram at 0.3 feet below ground surface located in the former wet process area. The two highest concentrations of the remaining metals is copper at 18,000 milligrams per kilogram at 0.3 feet below ground surface located in the former wet process area and 5,510 milligrams per kilogram at 5 feet below ground surface located in the former wastewater treatment area. Based on the result of the corrective action conducted at the Property, the Department has determined that the Property has been remediated to a level that is acceptable for commercial and industrial use, but not for residential use.

1.05. Because hazardous wastes, which are also hazardous materials as defined in Health and Safety Code sections 25117 and 25260, remain in the soil at the Property, the Department has determined that this Covenant is necessary for the protection of human health and safety and the environment. The Department has also determined that, on the basis of a screening level Risk Assessment conducted by Century Laminators included in the document entitled "*Additional Phase II and Workplan for Soil Excavation,*" (Section 7.2) dated February 25, 2009, ("screening level Risk Assessment" ), and subject to the restrictions of this Covenant, the Property, as remediated, does not present an unacceptable threat to human health or safety or the environment for an industrial or commercial use. However since the residual concentrations exceed the CHHSLs for a residential scenario, this Covenant is required for the Property. The screening level Risk Assessment consisted of a comparison of

the residual concentrations of metals and polychlorinated biphenyls at the site with the California Human Health Screening Levels (CHHSLs) for an industrial and residential scenario.

1.06 Portions of the Property are more particularly described in Exhibit "B" which is attached and incorporated by this reference as the "Restricted Property." Exhibit "B" is an engineering drawing accurately detailing the location of the Restricted Property in relation to the Property boundary. The engineering drawing is signed and sealed by a licensed land surveyor registered in California. The "Restricted Property" consists of two areas Restricted Area 1 and Restricted Area 2:

**Restricted Area 1** covers an affected area within the former wet process area inside the warehouse and measures approximately 18 feet by 31 feet. Restricted Area 1 starts 67 feet south of the northern property boundary and extends 31 feet to the south. Restricted Area 1 starts 77.9 feet west of the eastern property boundary and extends 18 feet to the west. Restricted Area 1 is constructed with 4 inches thick concrete floor reinforced with #4 (1/2-inch) rebar or steel mesh.

**Restricted Area 2** covers an affected area both inside and outside the warehouse. The inside portion of the Restricted Area 2 measures approximately 12 feet by 22 feet and is located within the former wet process area along the eastern exterior building wall. The outside portion of the Restricted Area 2 measures approximately 12 feet by 22 feet and is located in the former wastewater treatment area along the eastern exterior building wall. Restricted Area 2 starts 60.7 feet south of the northern property boundary and extends 22.02 feet to the south. Restricted Area 2 starts 32.6 feet west of the eastern property boundary and extends 24.54 feet to the west. Restricted Area 2 is constructed with 4 inches thick concrete floor reinforced with #4 (1/2-inch) rebar or steel mesh.

1.07. The Department circulated the document entitled "*Results of Additional Site Characterization and Workplan for Soil Excavation*" which contained a screening

level Risk Assessment and a Corrective Measures Study (Workplan for Soil Excavation) together with a Notice of Exemption pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq. for public review and comment from February, 2009 to March, 2009. Because polychlorinated biphenyls and copper remain in the soil at the Property, the screening level Risk Assessment results indicated that a deed restriction is required as part of the corrective action. Environmental response actions include excavation of impacted soils and installation of reinforced concrete surface and maintenance of the Restricted Property. The Department approved the "Results of Additional Site Characterization and Workplan for Soil Excavation" and screening level Risk Assessment on March 3, 2009.

1.08. As detailed in the "Removal Action Completion and Final Closure Report" as approved by the Department on June 24, 2009, a portion of the surface and subsurface soils within 10 feet of the surface of the Property contain hazardous substances, as defined in Health and Safety Code section 25316, which include the following metal contaminants of concern in the range set forth below: copper (360 – 18,000 milligrams/kilogram). In addition, there are polychlorinated biphenyls in the range 50 – 260 micrograms/kilogram. Based on the screening level Risk Assessment the Department concluded that use of the Property as a residence, hospital, school for persons under the age of 21 or day care center would entail an unacceptable threat to human health. The Department further concluded that the Property, as remediated, and subject to the restrictions of this Covenant, does not present an unacceptable threat to human safety or the environment, if limited to commercial and industrial use. Groundwater at the Property was found 28 to 30 feet below ground surface. No contaminants above their respective California drinking water standards were detected in the groundwater samples.

## ARTICLE II DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic

Substances Control and includes its successor agencies, if any.

2.02. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, prohibitions, and terms and conditions as set forth in any section of this Covenant.

2.03. Improvements. "Improvements" includes, but is not limited to: buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.04. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.05. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.06. Owner. "Owner" means the Covenantor, and all successors in interest including heirs and assigns, who at any time hold title to all or any portion of the Property.

### ARTICLE III GENERAL PROVISIONS

3.01. Runs with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Health and Safety Code section 25202.5 and 25202.6 and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to the Health and Safety Code section 25202.5(b), this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.03. Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.04. Conveyance of Property. The Owner shall provide written notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number (APN) noted on page one. If the new owner's property has been assigned a different APN, each such APN that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law, by administrative order.

3.05. Costs of Administering the Covenant to be paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Covenantor hereby covenants for the Covenantor and for all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's costs in administering the Covenant.

3.06 Written Notice of Hazardous Substance Release. The Owner shall, prior to

the sale, lease, or rental of the Property, give written notice to the transferee or tenant that a release of hazardous substances has come to be located on or beneath the Property, pursuant to Health and Safety Code section 25359.7. Such written notice shall include a copy of this Covenant.

ARTICLE IV  
RESTRICTIONS AND REQUIREMENTS

4.01. Prohibited Uses. The Property shall not be used for any of the following purposes:

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
- (b) A hospital for humans.
- (c) A public or private school for persons under 21 years of age.
- (d) A day care center for children.

4.02. Non-Interference with Restricted Property

- (a) Activities that may disturb the Restricted Property (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall not be permitted on the Restricted Property without prior written approval by the Department and without a Soil Management Plan approved by the Department in advance.
- (b) Any contaminated soils brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.
- (c) All uses and development of the Restricted Property shall preserve the integrity or effectiveness of the concrete surfaces or their equivalent with the Department's prior approval.
- (d) Restricted Property shall not be altered without prior written approval by the Department.

4.04. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

4.05. Access for Implementing Operation and Maintenance. The entity or person responsible for implementing the Operation and Maintenance Activities, shall have reasonable right of entry and access to the Property for the purpose of implementing the Operation and Maintenance Activities until the Department determines that no further Operation and Maintenance is required.

4.07. Inspection, Operation and Maintenance, and Reporting Requirements.

- (a) The Owner shall conduct an annual inspection of the Property verifying compliance with this Covenant, and shall submit an annual inspection report to the Department for its approval by (January 30th) of each year. The annual inspection report must include the dates, times, and names of those who conducted the inspection report. It also shall describe how the observations were performed that were the basis for the statements and conclusions in the annual inspection report (e.g., drive by, fly over, walk in, etc.). If violations are noted, the annual inspection report must detail the steps taken to return to compliance. If the Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Owner must within (10 days) of identifying the violation: determine the identity of the party in violation, send a letter advising the party of the violation of the Covenant and demand that the violation ceases immediately. Additionally, copies of any correspondence related to the violation of this Covenant shall be sent to the Department within (10 days) of its original transmission.
- (b) Owner shall inspect the Restricted Property at a minimum annually to determine any disturbance or change in their integrity. Owner shall notify the Department of each of the following: (i) the type, cause, location and date of any disturbance to the Restricted Property (ii) the type and date of repair of

such disturbance, and (iii) completion details for any repairs.... Notification to the Department shall be made within ten (10) working days of both the discovery of any such disturbance(s) and the completion of any repairs.

ARTICLE V  
ENFORCEMENT

5.01. Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, including but not limited to, failure to submit, or the submission of any false statement, record or report to the Department, shall be grounds for the Department to pursue administrative, civil, or criminal actions, as provided by law.

ARTICLE VI  
VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25233.

6.02 Termination or Partial Termination. Owner, or any other aggrieved person, may apply to the Department for a termination or partial termination of one or more terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25234.

6.03 Term. Unless ended in accordance with paragraph 6 02, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

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ARTICLE VII  
MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Orange within ten (10) days of the Covenantor's receipt of a fully executed original.

7.03. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: QPN Investments, LLC  
5959 Calle Principia  
Anaheim, California 92807

With required copy to:  
John E. Van Vlear, Esq., R.E.A.  
Voss Cook & Thel LLP  
895 Dove Street, #450  
Newport Beach, CA 92660  
(949)435-4338

and

To Department: Manny Alonzo, Unit Chief  
Brownfields and Environmental Restoration Program  
Department of Toxic Substances Control  
5796 Corporate Avenue  
Cypress, California 90808

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.04 Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.05 Statutory References. All statutory references include successor provisions.

7.06 Incorporation of Attachments. All attachments and exhibits to this Covenant are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: QPN Investments, LLC

By: Original signed by: Hoai-Phuong Huynh Ngo

Title: Hoai-Phuong Huynh Ngo, President

**(signatory's name and title)**

Date: August 13, 2009

Department of Toxic Substances Control:

By: Original signed by: Manuel J. Alonzo

Title: Manuel J. Alonzo, Unit Chief

Brownfields and Environmental Restoration Program - Cypress

Date: August 19, 2009

# ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

} SS

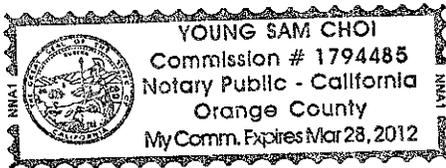
On Aug 19, 2009, before me, YOUNG SAM CHOI, Notary Public,

DATE

personally appeared Mmanuel J. Alonzo, 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.

*[Handwritten Signature]*

NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

## OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

### CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER \_\_\_\_\_ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

Covenant to Restrict Use of  
TITLE OR TYPE OF DOCUMENT Property

14  
NUMBER OF PAGES

8-19-2009  
DATE OF DOCUMENT

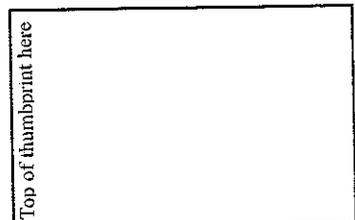
### SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_  
\_\_\_\_\_

RIGHT  
THUMBPRINT  
OF  
SIGNER

OTHER



State of California

County of Orange

On 13 August, 2009 before me,  
(date)

Christen Calayag, Notary Public

**(name and title of the officer/notary and then remove this instruction)**

Personally appeared Hoi-Phuong Hyunh Ngo

**(name of person signing the document)**

personally known to me (or 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.

Signature See Attachment:  (Seal)

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

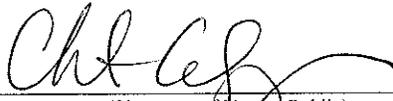
County of Orange

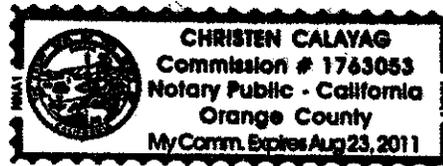
On August 13, 2009 before me, Christen Calayag, Notary Public,  
(Date) (Name and Title of the Officer)

personally appeared HOAI - PHUONG HUYNH NGO 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 of Notary Public)



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Covenant to Restrict Use of  
(Title or description of attached document)

Property  
(Title of attached document continued)

Number of Pages 14 Document Date 8/13/09.

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer  
(Title)
- Partner (s)
- Attorney-in-Fact
- Trustee (s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgement form must be properly completed and attached to that document. The only exceptions is if a document is to be recorded outside of California. In such instances, any alternative acknowledgement verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgement
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgement 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. Impressions must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgement 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

# EXHIBIT A

RECORDING REQUESTED BY:  
Fidelity National Title Company  
Escrow No. 5618-VV  
Title Order No. 9737697

When Recorded Mail Document  
and Tax Statement To:  
Hoai-Phuong T. Huynh  
5959 E. Calle Principia  
Anaheim, CA 92807

Recorded In Official Records, Orange County  
Tom Daly, Clerk-Recorder

29.00

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APN: 070-772-09

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)  
Documentary transfer tax is \$1,870.00

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of Anaheim

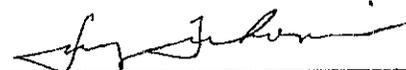
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Gary Behunin, who acquired title as Cobe Systems

hereby GRANT(S) to QPN Investments, L.I.C, a California limited liability company

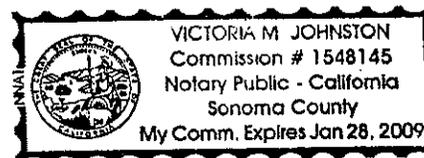
the following described real property in the City of Anaheim  
County of Orange, State of California:  
SEE EXHIBIT "ONE" ATTACHED HERETO AND MADE A PART HEREOF

DATED: September 10, 2008

State of California  
County of Sonoma

  
\_\_\_\_\_  
Gary Behunin

On 9/10/2008 before me,  
Victoria M Johnston, Notary Public  
(here insert name and title of the officer), personally  
appeared Gary Behunin



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 Victoria M Johnston (Seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Escrow No. 5618-VV  
Title Order No. 9737697

## EXHIBIT ONE

### PARCEL A:

PARCEL 27, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 71 PAGES 11 TO 15 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

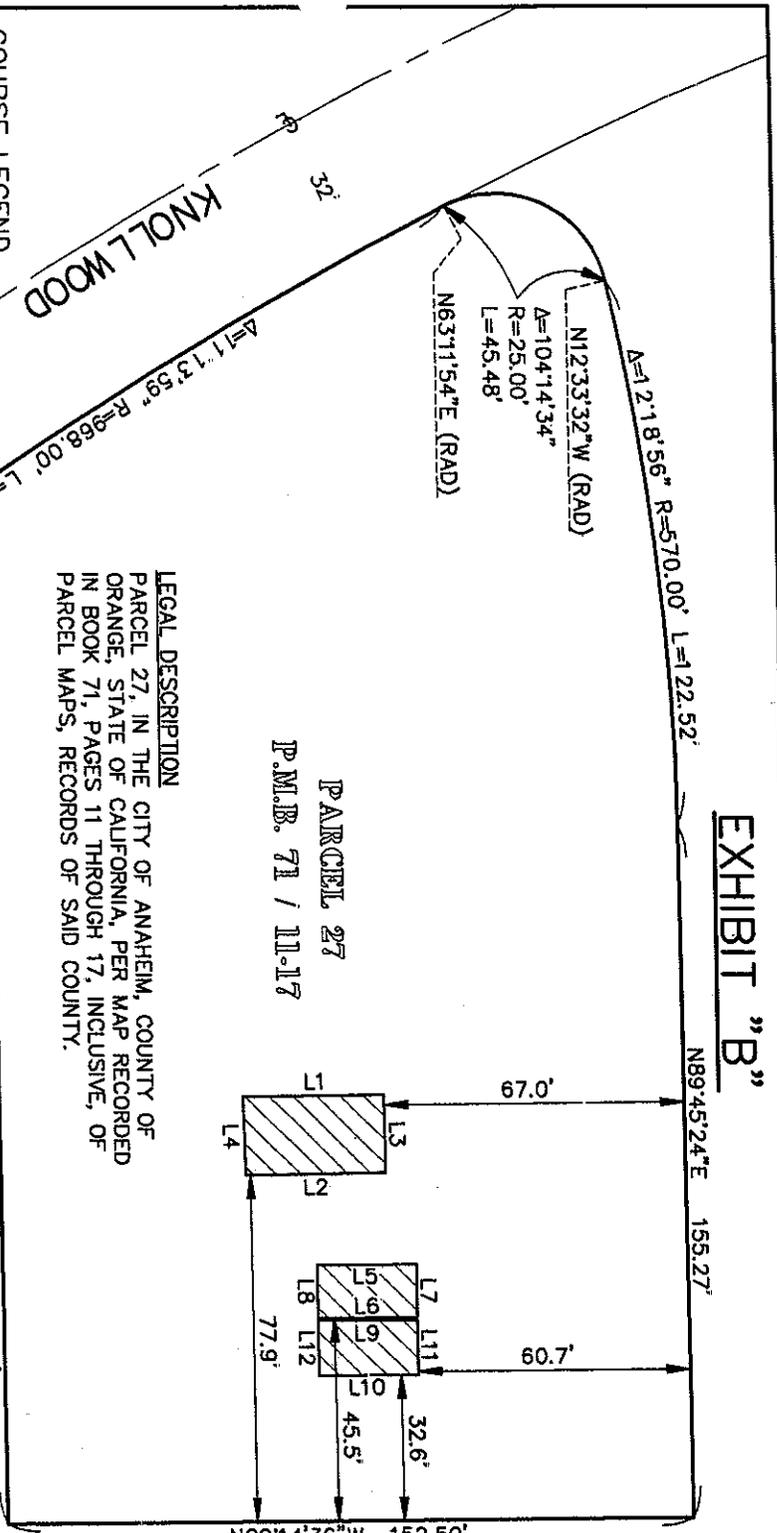
### PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS AND FOR ROAD AND PUBLIC UTILITY PURPOSES OVER THAT PORTION OF PARCEL 1, IN THE CITY OF ANAHEIM, AS SHOWN ON A MAP RECORDED IN BOOK 77 PAGES 8 AND 9 OF PARCEL MAPS, RECORDS OF SAID ORANGE COUNTY, LYING WESTERLY OF THE SOUTHERLY PROLONGATION OF THE EAST LINE OF PARCEL 26 AS SHOWN ON A MAP RECORDED IN BOOK 71 PAGES 11 TO 15 INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID ORANGE COUNTY.

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**EXHIBIT B**

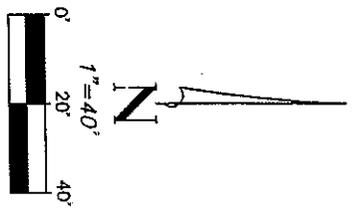
# EXHIBIT "B"



**LEGAL DESCRIPTION**  
 PARCEL 27, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER MAP RECORDED IN BOOK 71, PAGES 11 THROUGH 17, INCLUSIVE, OF PARCEL MAPS, RECORDS OF SAID COUNTY.

PARCEL 27  
 P.M.B. 71 / 11-17

**BASIS OF BEARINGS**  
 BEARING SHOWN  
 HEREON ARE RECORD,  
 OR ARE BASED ON  
 RECORD PER P.M.B.  
 71/11-17.



**COURSE LEGEND**

L1	N00°36'46"W	31.16'
L2	N00°43'16"W	31.00'
L3	N89°34'16"E	17.52'
L4	N89°02'29"E	17.58'
L5	N00°04'59"E	21.99'
L6	N00°09'32"W	22.00'
L7	N89°58'10"E	11.96'
L8	N89°57'45"W	12.05'
L9	N00°09'09"E	22.00'
L10	N00°14'19"W	22.02'
L11	N89°58'10"E	12.34'
L12	N89°57'45"W	12.49'



JOB NO. 09009  
 DATE OF PREPARATION: 5/20/2009

**TITLE: PAVEMENT PATCH SURVEY**  
**1182 KNOLLWOOD CIRCLE, ANAHEIM, CA**  
**SHEET 1 OF 1**

**LAND PLANNERS AND DEVELOPMENT CONSULTANTS**  
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