



TEJON RANCH COMPANY

July 22, 2013

Dudley Ridge Water District
286 West Cromwell Avenue
Fresno, CA 93711-6162
Attention: Dale Melville

Re: Agreement Affecting Water Supply

Gentlemen:

This letter is delivered in connection with that certain Agreements Affecting Water Supply effective as of July 22, 2013 (the "Agreement") by and between (i) the Dudley Ridge Water District, a California water district (the "District"), (ii) Tejon Ranchcorp, a California corporation ("Tejon"), and (iii) Utica North Orchards LLC ("Landowner"). Notwithstanding Section 17 of the Agreement, this letter constitutes an addition commitment on the part of Tejon to the District in consideration of the actions contemplated by the District in the Agreement. Accordingly, when countersigned by the District below this letter will constitute a binding agreement between Tejon and the District enforceable in accordance with its terms pursuant to California law.

1. Pursuant to Section 10 of the Agreement, Landowner has agreed to perform or cause certain land management activities on the real property described in the Agreement at Landowner's expense. The District has required those activities to be undertaken to protect other landowners within the District that are not parties to the transfer described in Agreement.

2. In the event Landowner or its successor fails to comply with Section 10 of the Agreement, the District shall promptly make a demand on Landowner or its successor to so comply. If Landowner or its successor fails to so comply, then the District shall promptly notify Tejon of such non-compliance and confer with Tejon on the steps the District intends to take to cure such non-compliance, with a view to cost-effectively addressing the issues created by the failure of Landowner or its successor to comply with Section 10 of the Agreement. The District shall thereafter take the steps upon which the District and Tejon agree, or that the District determines, after conferring with Tejon, are necessary to protect other landowners in the District in accordance with the original intent of Section 10 of the Agreement.

3. Tejon shall, within 30 days of written notice, reimburse the District for the District's actual out of pocket costs incurred in taking the steps described in the last sentence of Paragraph 2 of this letter agreement, to a maximum of \$40,000 per calendar year and \$100,000 while this letter agreement remains in effect (as those amounts are adjusted pursuant to Paragraph 5 of this letter agreement).

4. This letter agreement shall remain in effect until December 31, 2035, after which Tejon shall have no further obligations hereunder; provided, that any amounts remaining unpaid by Tejon to the District after that date shall remain due and payable.

5. Each year on anniversary of the date of this letter agreement, the amounts set forth in Paragraph 3 of this letter agreement shall be adjusted to correspond to the change, if any, in the Consumer Price Index of the Bureau of Labor Statistics, United States Department of Labor, for all Urban Consumers as of January 1 of the year of adjustment from the level of such Index on January 1, 2013. In the event such Index is discontinued, the parties shall agree on an appropriate (similar) substitute therefor. The adjusted limits shall remain in effect until the succeeding anniversary of this letter agreement.

6. Should any litigation be commenced between any of the parties concerning this letter agreement, or the rights and duties of any of them in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its attorneys' fees and other costs of litigation as determined by the court or in a separate action brought for that purpose.

7. This letter agreement shall be binding upon the assigns, successors, lessees, operators, purchasers of Tejon.

If you agree with the foregoing terms, please countersign a copy of this letter where indicated below.

Very truly yours,



The District agrees to the foregoing.

DUDLEY RIDGE WATER DISTRICT

By: 



DOC NBR: 1316185 08/27/2013 10:24:59
OFFICIAL RECORDS OF Kings County
KEN BAIRD Clerk-Recorder
RECORDING FEE: \$0.00
COUNTY TAX: \$0.00
CITY TAX: \$0.00

Recording requested by
and when recorded mail to:

Dudley Ridge Water District
c/o 286 West Cromwell Avenue
Fresno, CA 93711-6162
Attention: Dale Melville



DUDLEY RIDGE WATER DISTRICT

DOC TYPE: 03
11 PGS
R002

NO RECORDING OR FILING FEE: GOVERNMENT CODE SECTIONS 6103 AND 27383

AGREEMENT AFFECTING WATER SUPPLY

THIS AGREEMENT is made effective as of July 22, 2013 by and between (i) the Dudley Ridge Water District, a California water district (the "District"), (ii) Tejon Ranchcorp, a California corporation ("Tejon"), and (iii) Utica North Orchards LLC ("Landowner") with reference to the following facts:

A. The District holds a long-term Water Supply Contract with the California Department of Water Resources ("DWR") pursuant to which it is entitled to receive certain quantities of State Water Project ("SWP") water, including without limitation water referred to as the District's "Table A" amount. The Table A amount is allocated on a per-acre basis to the lands in the District eligible to receive SWP water supplies, absent any contrary District-approved arrangements.

B. On April 8, 2009, the District adopted that certain "Policy for the Permanent Transfer of SWP Table A Water Outside of Dudley Ridge Water District" relating to the permanent transfer by its landowners of Table A amounts associated with lands within the District (the "Transfer Policy"), which is incorporated herein by this reference as if fully set forth.

C. Landowner either conveyed to Tejon, or is the successor in interest to a party that conveyed to Tejon, the right to transfer the Table A amount associated with the land within the District owned by Landowner more particularly described on Exhibit A to this Agreement, which is incorporated herein by this reference (the "Property"). In connection therewith, Landowner is obligated to cooperate with Tejon, including by executing this Agreement.

D. In accordance with the Transfer Policy, Tejon wishes to transfer 686 acre feet of the Table A amount, which is a portion of the Table A amount associated with the Property (the "Allocation"), to the Antelope Valley-East Kern Water Agency ("AVEK"). The foregoing transfer is referred to below as the "Transfer."

E. Tejon and AVEK have executed that certain "Agreement Between Antelope Valley-East Kern Water Agency and Tejon Ranchcorp Providing for Importation of Additional SWP Table A Amounts" dated October 25, 2012 (the "Tejon-AVEK Agreement") providing for the permanent transfer of the Allocation to AVEK principally for the benefit of Tejon.

F. The District has determined that the Transfer is consistent with the Transfer Policy and has therefore agreed to facilitate the Transfer. In connection therewith, AVEK (as the

lead agency) prepared an initial study as required by the California Environmental Policy Act. On December 11, 2012 AVEK adopted certain findings and adopted a [mitigated] negative declaration for the Transfer and associated actions. AVEK thereafter filed a notice of determination. The District, as a responsible agency, concurred in AVEK's findings on December 18, 2012.

G. In connection with the Transfer, the District and AVEK will enter into that certain Agreement for Assignment of Table A Amount of even date herewith (the "Assignment Agreement"), and the District has executed and delivered to DWR Amendment No. 27 to its Water Supply Contract with DWR ("Amendment No. 27"). The parties have agreed with DWR that Amendment No. 27 will not become effective until the Transfer is effected and the other transactions contemplated by this Agreement have occurred.

H. In accordance with the Transfer Policy, the parties now desire to provide for the permanent relinquishment of the Allocation from the Property, for the implementation of the Transfer Policy relative to the Transfer, for Tejon's payment of the District's costs associated with the Transfer, for certain restrictions to be placed on the use of the Property, for indemnification of the District against any claims arising from the Transfer, and for related matters, all of which are intended by the parties to run with the Property and be binding both on Landowner, Tejon and their respective successors and assigns.

THEREFORE, in consideration of the mutual terms, conditions and covenants set forth below, the parties agree as follows:

1. Recitals. The parties agree that the foregoing recitals are true and correct.
2. Transfer Documents. Subject to the other provisions of this Agreement, conditioned upon (i) the execution and acknowledgement of this Agreement by all parties hereto and the execution and acknowledgement of agreements in substantially the same form as this Agreement by Tejon and the other parties owning land within the District that are subject to an obligation to convey the right to Table A amounts associated with that land to Tejon, (ii) the recordation of this Agreement in the Official Records of Kings County, (iii) the execution by AVEK of the Assignment Agreement, and (iv) Tejon's payment to the District of the sums required under Section 4 of this Agreement, the District shall execute and deliver the Assignment Agreement to AVEK and notify DWR that Amendment No. 27 is effective in order to effect the Transfer. Thereafter, the District shall take such other actions as are reasonably required to give effect to the Transfer; provided, that the District shall not be required to take any action that requires the District to incur any unreimbursed expense. At all times, the Transfer shall be subject to the Transfer Policy, Amendment No. 27, and the environmental findings and documents adopted by AVEK and the District in connection with the Transfer.
3. Relinquishment of Allocation. Landowner hereby permanently grants to the District and relinquishes the Allocation. This grant and relinquishment is irrevocable, shall run with the Property, and shall bind the successors and assigns of Landowner therein. Any interested party is advised to consult with the District at the address set forth above relative to the water supply available to the Property from the District prior to acquiring any interest therein.

4. Payment to the District. In accordance with the Transfer Policy, Tejon has an obligation to pay the District certain costs associated with the Transfer, said costs being defined in a separate agreement dated July 22, 2013 between Tejon and the District.

5. Account for Transfer Expenses. The portion of the payment received by the District pursuant to Section 4 of this Agreement that reflects the amount described in Section 4(a) shall be placed in an interest bearing restricted account, with annual withdrawals made to offset the costs to remaining District landowners and the District itself incurred because the Allocation is no longer available to the Property. The District shall be entitled to withdraw such funds to pay or reimburse such expenses without further action by Landowner or Tejon.

6. Reimbursement of the District Expenses. To the extent the amount payable pursuant to Section 4(b) of this Agreement is insufficient to cover the District's incurred costs, upon demand Tejon shall pay or reimburse the District for all expenses and costs incurred by the District in connection with activities undertaken by the District in connection with the Transfer, whether at Tejon's request, as required by law or District policy, or as otherwise determined to be appropriate by the District's Manager. The expenses to be paid or reimbursed by Tejon include without limitation (i) actual out-of-pocket expenses incurred by the District, (ii) the actual amount of engineering fees, legal fees, consulting fees and similar third-party charges incurred by the District for the benefit of Tejon in connection with the Transfer, including without limitation the costs incurred by the District in connection with preparing any environmental documentation, plus a reasonable amount of District overhead for processing those amounts, (iii) all costs of litigation (including without limitation attorneys' fees) actually incurred by the District in defending any action brought as the result of or challenging the District's actions on behalf of Tejon in connection with the Transfer, and (iv) damages or other amounts actually paid or payable by the District relating to any activities the District undertakes on behalf of on for the benefit of Tejon in connection with the Transfer. The District shall provide Tejon with copies of invoices for such costs to be reimbursed by Tejon. Notwithstanding the foregoing, nothing in this Agreement shall require the District to defend any judicial or other challenge to the Transfer or any aspect thereof, and any such defense shall be assumed by Tejon.

7. Reduction in Program Capacity. In accordance with the Transfer Policy, Landowner's future storage and recovery capacity in the District's San Gabriel Valley Municipal Water District exchange program and the District's Cawelo Water District conjunctive use program shall be reduced as a result of the Transfer. For purposes of determining Landowner's capacity in such programs from time to time, the Table A amounts allocated to all of Landowner's property then within the District shall not include any portion of the Allocation. However, Landowner's water in storage as of December 31, 2012 in said programs shall not be reduced as a result of the Transfer except to the extent necessary to accommodate storage and recovery by other District landowners.

8. Groundwater and Tailwater Restrictions. Landowner shall not use or allow the use of groundwater pumped from within the District on the Property to replace the transferred Allocation.

4

9. Supplemental Water Supplies. Landowner acknowledges and agrees that (i) the Property is not and shall not be entitled to supplemental water supplies from the District other than those supplies made generally available to other District lands without a Table A allocation, and (ii) the District shall have no obligation to procure supplemental water supplies for Landowner to replace supplies that would have been derived from the Allocation. Landowner may acquire, at its own effort and expense, supplemental water supplies for the Property, in accordance with District policy in effect at that time. Nothing in this Section 9 is intended to preclude Landowner from utilizing any District water supplies that are made available to other lands owned by Landowner within the District.

10. Land Maintenance Requirements. Landowner shall be responsible at its sole expense for preventing the growth of noxious weeds that could migrate to neighboring lands and for controlling the presence of pests on the Property. Without limiting the foregoing, Landowner shall manage, or cause the management of, the Property using one or more of the following methods:

(a) subject to the groundwater restrictions of Section 8 above, continuing to farm the land with available water supplies, in a good farmer-like manner in accordance with practices prevailing in the area;

(b) grazing the land, provided that the edges of the Property are sufficiently disked to control weeds and pests and to provide a reasonable firebreak;

(c) dry farming the Property to wheat, oats, barley or similar dry-farmed crop(s), with the land being sufficiently disked to control weeds and pests and to provide a reasonable firebreak;

(d) fallowing the Property, provided, at a minimum, that the edges abutting land not owned by Landowner are sufficiently disked at least annually or more frequently as necessary to control weeds and pests and to provide a reasonable firebreak; or

(e) any other method for weed and pest control reasonably acceptable to the District, upon the District's prior written consent.

Landowner shall also be responsible at its sole expense (i) for compliance with all applicable air quality, land use and other regulations and requirements affecting the Property and (ii) to promptly remove any orchard trees or vines from any Property that is no longer used for production of orchard or vineyard crops.

11. Continuing Obligation to Pay District Assessments and Land-Based Charges. Landowner acknowledges and agrees that the Property and its owner(s) will remain obligated for all assessments and land-based charges imposed thereon by the District. If any of those assessments or charges become delinquent, the District will have all rights and remedies provided under Division 13 of the California Water Code in connection with delinquent assessments, standby charges or similar charges.

12. Indemnification. Tejon shall indemnify, defend and hold the District and its directors, officers, employees, agents, attorneys and consultants free and harmless from and

against any and all loss, cost, litigation, expense or claims, including without limitation attorneys' fees and costs (collectively, "Claims") incurred by any of them directly or indirectly resulting from any actions undertaken by or on behalf of the District in connection with this Agreement, the Assignment Agreement, the Tejon-AVEK Agreement, the environmental findings and documents adopted by the District and AVEK in connection with the Transfer, or otherwise relating in any way to the Transfer, except to the extent such Claims were the direct result of the willful misconduct of the party that would otherwise be indemnified. Without limiting the generality of the foregoing in any way, the obligations of Tejon under this Section 12 shall cover Claims asserted by DWR under Section 8 of Amendment No. 27. The obligations of Tejon under this Section 12 are joint and several with the obligations of AVEK to indemnify, defend and hold the District and its directors, officers, employees, agents, attorneys and consultants free and harmless contained in other agreements, and any party may exercise its indemnity, defense and hold harmless rights solely against Tejon, solely against AVEK, or simultaneously against any or all of them.

13. Payment of Costs.

(a) In order to recover any costs incurred, or anticipated to be incurred, by the District under this Agreement, the District may levy on the Property from time to time assessments, standby charges or other similar charges under Division 13 of the California Water Code. The District shall at all times retain the discretion to determine whether such levies shall be imposed as a matter of contract on the Property, as land-based assessments or charges on the Property, or on any combination thereof.

(b) Any levy by the District pursuant to Section 13(a) of this Agreement shall be due 30 calendar days after receipt of an invoice for said levy. Receipt is presumed to occur five days after mailing by first class mail, postage prepaid. The levy shall be delinquent if not paid by the due date.

(c) If any levy is not paid in full within 30 days after the invoice for said levy is deemed received:

(i) A late charge of 5% of the delinquent amount due shall be assessed, and interest shall accrue from and after such date on all sums in default (including late charges) at the rate of 1 1/2% per month until payment is received;

(ii) The District may suspend any action required under any agreement related to the Transfer until all amounts due from are paid in full;

(iii) The District may suspend all District water deliveries to any land in the District owned or leased by Landowner; and

(iv) In addition to the foregoing the District shall have whatever other remedies are available at law for collection of the amounts owed. Such remedies shall include without limitation the right to initiate action against Landowner or Tejon at any time after a levy is not paid in full within 30 days after the invoice for said levy is deemed received. Such remedies shall also include without limitation any or all rights and remedies afforded the District under this

Agreement and/or under Division 13 of the California Water Code in connection with delinquent assessments, standby charges or similar charges. All rights and remedies referenced in this Section 13 shall be cumulative, and the election of one shall not preclude any other.

(d) If any levy, together with penalties and interest, is not paid in full within 60 days after the invoice for said levy is deemed received, an additional 5% late charge shall be assessed on the amount remaining delinquent. Interest shall continue to accrue on all delinquent amounts, and on all late charges, in accordance with Section 13(c)(i).

(e) If any levy, together with penalties and interest, is not paid in full within 90 days after the invoice for said levy is deemed received, the District shall prepare a written notice of default setting forth the amount then in default. The District shall forward such written notice by mailing by first class mail, postage prepaid, to Landowner and Tejon.

(f) Landowner and Tejon acknowledge that the District is under no obligation to facilitate the Transfer, and voluntarily agree to the provisions of this Section 13 as a condition to the District's agreement to do so. Landowner and Tejon therefore further agree that their obligations under Sections 4 and 6 of this Agreement are not subject to Article XIII D of the California Constitution (commonly referred to as "Proposition 218"). To the extent Article XIII D of the California Constitution applies to any provision of this Agreement, Landowner and Tejon waive any rights they may have thereunder due to the voluntary and contractual nature of their obligations hereunder. Landowner and Tejon agree that the provisions of this Agreement are fair, just and equitable to them, and that neither Landowner nor Tejon shall assert that such provisions result in an inequitable forfeiture or unreasonable impact on either of them.

14. Liens and Encumbrances. Landowner and Tejon represent and warrant to the District that, at the time this Agreement becomes effective and is recorded, the Property and the Allocation will be completely free and clear of all liens, encumbrances, rights or charges that could, if foreclosed, exercised or enforced, affect in any way Landowner's grant and relinquishment of the Allocation and/or any other provisions of this Agreement. Notwithstanding Section 2 of this Agreement, the District shall be under no obligation to execute and deliver the Assignment Agreement to AVEK or allow Amendment No. 27 to become effective if, in the District's judgment, any such liens, encumbrances, rights or charges exist.

15. Binding on Successors; Recordation. This Agreement shall be binding upon assigns, successors, lessees, operators, purchasers of Landowner, Tejon and the Property, and all of the provisions, rights, powers, covenants, conditions, restrictions and obligations contained herein, shall run with, bind and inure to the benefit of the Property. All references to Landowner in this Agreement shall be deemed references to Landowner's successors and assigns in and to the Property. This Agreement shall be recorded in the Official Records of Kings County.

16. Time and Computation of Time. Time is of the essence of this Agreement and each and all of its provisions. The parties agree that the time for performance of any action permitted or required under this Agreement shall be computed as if such action were "an act provided by law" within the meaning of California Civil Code Section 10, which provides: "The

1

time in which any act provided by law to be done is computed by excluding the first day and including the last, unless the last day is a holiday, and then it is also excluded.”

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, discussions, contracts, agreements or understandings between the parties hereto, and no evidence of any prior or contemporaneous oral agreement or understanding shall be admissible to vary its terms. This Agreement shall not be amended or modified in any way except by a written instrument which is executed and acknowledged by each party hereto and recorded in the Official Records of Kings County.

18. Further Assurances. Each party shall, as often as reasonably requested, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further documents and instruments as may be necessary to carry out the intent and purpose of this Agreement.

19. Interpretation. It is agreed and acknowledged by the parties that this Agreement has been arrived at through negotiation involving their respective counsel, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

20. Effect of Headings. The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

21. Cumulative Rights; Waiver. No failure by either party to exercise, and no delay in exercising any rights, shall be construed or deemed to be a waiver thereof, nor shall any single or partial exercise by either party preclude any other or future exercise thereof or the exercise of any other right. Any waiver of any provision or of any breach of any provision of this Agreement must be in writing, and any waiver by either party of any breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Agreement.

22. Attorneys' Fees. Should any litigation be commenced between any of the parties concerning this Agreement, or the rights and duties of any of them in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its attorneys' fees and other costs of litigation as determined by the court or in a separate action brought for that purpose.

23. Choice of Laws; Venue. This Agreement and all aspects of the Transfer shall be governed by the laws of the State of California and any question arising hereunder shall be construed or determined according to such law. Venue for any action brought for the purpose of enforcing any provision of this Agreement or the Transfer shall be brought only in Kings County, California.

24. Severability. In the event any of the terms or provisions of this Agreement shall be held to be invalid, then any such invalidity shall not affect any other term of provision

8

contained herein, which terms and provisions shall remain in full force and effect, and the invalid terms or provisions shall be deemed reformed to be valid to the maximum extent permitted by law.

25. Representation. The individuals executing this Agreement on behalf of Tejon and Landowner represents and warrants that he is duly authorized to so execute this Agreement, and that his signature is sufficient to bind Tejon and Landowner, respectively.

26. Counterparts. This Agreement may be executed in counterparts.

27. Parties in Interest. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies on any persons other than the parties hereto and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over and against any party to this Agreement.

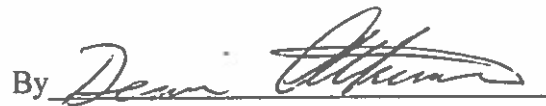
28. Survival. Each of the terms, provisions, representations, warranties, and covenants of the parties shall be continuous and shall survive the consummation of the transactions contemplated in this Agreement.

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

DUDLEY RIDGE WATER DISTRICT


TEJON RANCHCORP

By 
Dale K. Melville, Manager-Engineer

By 
Title: Sr. Vice President, Agriculture

UTICA NORTH ORCHARDS LLC

By 
Donald L. Jackson, Co-Manager

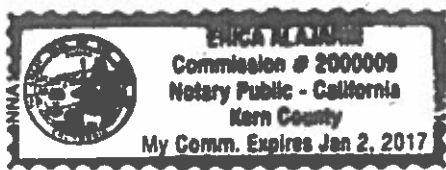
By 
Steven D. Jackson, Co-Manager

STATE OF CALIFORNIA)
)
COUNTY OF Kern)

On 8/9/2013, before me, Erica Alajarin, Notary Public, personally appeared Dennis Atkinson, 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.



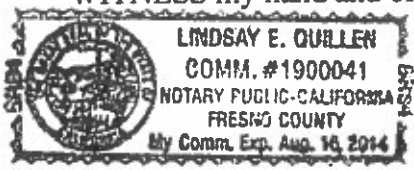
Signature Erica Alajarin

STATE OF CALIFORNIA)
)
COUNTY OF Fresno)

On 8/16/2013, before me, Lindsay E. Quillen, Notary Public, personally appeared Steven D. Jackson, 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 Lindsay E. Quillen

STATE OF CALIFORNIA)
)
COUNTY OF Fresno)

On August 14, 2013, before me, Erica Jackson, Notary Public, personally appeared Donald L Jackson 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 [Handwritten Signature]

STATE OF CALIFORNIA)
)
COUNTY OF FRESNO)

On August 22, 2013, before me, JULIET BENSON, Notary Public, personally appeared DALE KEITH MELVILLE 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 [Handwritten Signature]

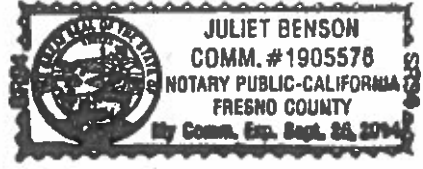


EXHIBIT A

The Property

<u>Section, T/R</u>	<u>APN</u>	<u>DRWD#</u>	<u>Acres</u>	<u>Table A</u>
9, 23/19	042-340-37	409	348.67 (of 364.18)	686
				<hr/> 686