

**Recording Requested By:**

San Bernardino County  
Flood Control District

**When Recorded Mail Document  
and Tax Statement To:**

San Bernardino County  
Flood Control District  
825 E. Third Street, Room 140  
San Bernardino, CA 92415-0835

Exempt recording per Gov. Code Sections  
6103 and 27383

Project: Desert Knolls  
System No.: 4.201  
Parcel No.: 92  
Dept. Code: 11600

**GRANT DEED  
WITH  
RESERVATION OF  
EASEMENTS**

D.P. No.: 4.200  
APN: 0473-183-21  
Date: March 29, 2023

The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX \$

- ☐ computed on full value of property conveyed, or  
☐ computed on full value less liens and encumbrances remaining at the time of sale  
☐ Unincorporated Area      ☐ City: \_\_\_\_\_

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **17500 MANA ROAD LLC, a California Limited Liability Company**, hereinafter referred to as "**MANA**", does hereby **grant** to the **San Bernardino County Flood Control District**, a body corporate and politic, hereinafter referred to as "**District**", the following described real property (hereinafter "**Property**"), in the County of San Bernardino, State of California, more particularly described in **Exhibit "A"**, Legal Description, and shown on **Exhibit "A-1"**, Plat, attached hereto and made a part hereof,

**RESERVING** unto **MANA** and its successors and assigns, for the benefit of and appurtenant to the **MANA** adjacent real property, as the dominant tenement, containing approximately 89.31 acres improved with the educational facility currently known as the Academy for Academic Excellence, with an address of 17500 Mana Road, Apple Valley, CA 92307 (APN 0473-183-21), as more particularly described in the legal description attached hereto as **Exhibit "D"** (hereinafter "**MANA Property**"), the following two (2) non-exclusive easements (collectively, the "**Easements**"):

- (1) a non-exclusive access easement of approximately 0.43 acres located on a certain portion of the **Property**, more particularly described in **Exhibit "B"**, Legal Description, and shown on **Exhibit "B-1"**, Plat, attached hereto and made a part hereof (the "**Access Easement Area**") for pedestrian and vehicular bridge access by **MANA** and its students to access the portion of **MANA Property** on each side of the **Property** (the "**Access Easement**"); and

(2) a non-exclusive easement to access and use approximately 2.17 acres of District access roads located on a certain portion of the **Property**, more particularly described in **Exhibit “C”**, Legal Description, and shown on **Exhibit “C-1”**, Plat, attached hereto and made a part hereof (the “**Activity Easement Area**”) for physical education activities by **MANA** (the “**Activity Easement**”). The Access Easement Area and the Activity Easement Area are collectively referred to herein as the “**Easement Areas**”).

**The Access Easement and Activity Easement are also subject to the following terms, conditions and restrictions:**

1. District Reservation of Rights. The **District** reserves to itself and its successors and assigns a continuing superior right to use and make any improvements to the **Property**, without the right by **MANA** to claim compensation or damages.

2. Improvements. The **District** agrees to construct a pedestrian and vehicular culvert bridge and road over the **Property** in the **Access Easement Area** for use by **MANA** in connection with its Access Easement rights. **MANA** shall not make any improvements, change the existing grade, or otherwise modify the topography of the **Easement Areas** without prior written consent of the **District**, which the District may withhold in its sole discretion. If the **District** approves any such improvements or changes, **MANA** shall submit all plans for installation and construction or reconstruction of any improvements to the **District** for review and approval, which may be withheld in the **District’s** sole discretion. **MANA** shall also obtain a permit from the **District** for any approved improvements within the **Easement Areas**, as applicable, and **MANA** shall be responsible for securing and maintaining all necessary permits and approvals from other appropriate local, state and federal agencies for its use of the **Easement Areas**, as applicable. **MANA** shall comply with all applicable laws and regulations concerning its use of the **Easement Areas**.

3. Maintenance.

(a) Access Easement Area. The **District** shall be responsible for the repair, replacement, and maintenance of the access bridge below the deck of the access bridge, while **MANA** shall be responsible for the repair, replacement, and maintenance on or above the access bridge deck, including, but not limited to the road over the bridge. If either party believes that repair or maintenance of the **Access Easement Area** is advisable, necessary, or required, by the other party, such party shall provide written notice to the other party specifying the subject repair or maintenance work. The notified party shall timely and diligently perform or complete the repair and maintenance work set forth in such notice.

(b) Activity Easement Area. The parties acknowledge that the **Activity Easement Area** is a dirt access road for the **District** to access and maintain the **Property**. **MANA** shall keep the **Activity Easement Area** free of weeds and debris.

4. Use of Access Easement Area. The **Access Easement Area** shall only be used by **MANA** for access purposes over the access bridge to the **MANA Property** located on each side of the **Property**, and for no other purposes. The **Access Easement** shall automatically terminate if the **MANA Property** abutting each side of the **Access Easement** is no longer under common ownership.

5. Use of Activity Easement Area. The **Activity Easement Area** shall only be used by **MANA** for physical education activities only and for no other purposes. The **Activities Easement** shall automatically terminate if the **MANA Property** is no longer used for educational purposes.

6. Easement Closures. The **District** may temporarily close off the **Access Easement Area** and **Activity Easement Area** (or portions thereof) to **MANA** at any time and for any reason and excepting emergencies, shall give **MANA** at least 48 hours prior notice of any planned closure to the extent reasonably possible, or as soon as possible thereafter.

7. District Grant of Additional Rights. The **District** may grant further permits, agreements, licenses, leases, easements, reservations, restrictions, terms, conditions, covenants, encumbrances, liens, or other rights over the **Easement Areas** (or portions thereof) for the benefit of other entities not parties to this grant, provided that such further grants do not materially and adversely interfere with the **MANA** use of the **Easement Areas**, as determined by the **District** in its sole discretion.

8. Damages. **MANA** shall be responsible for any damage caused by its use and use by the **MANA** representatives, employees, agents, contractors, subcontractors, volunteers, enrollees, licensees and invitees (collectively, the “**MANA Parties**”) of the **Easement Areas** and **MANA** shall promptly repair to **District**’s reasonable satisfaction all such damage at **MANA** sole expense.

9. Obstruction of Easement Areas. **District** shall at all times have free and clear access through and over the **Easement Areas**, and **MANA** shall not park vehicles within the **Easement Areas**, nor permit any portion of the **Easement Areas** to be blocked off or obstructed in any manner, except temporarily during periods of the **MANA** construction and/or maintenance of the **Easement Areas** as approved by **District** in its sole discretion.

10. Indemnification. **MANA** agrees to indemnify, defend (with counsel reasonably approved by **District**) and hold harmless the **District**, **San Bernardino County** and their authorized officers, employees, agents and volunteers (“**District Indemnitees**”) from any and all claims, actions, losses, damages, and/or liability arising out of use of the **Easements** by the **MANA Parties**, including the acts, errors or omissions of any person and for any costs or expenses incurred by the **District** on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of **District Indemnitees**. The **MANA** indemnification obligation applies to **District Indemnitees**’ “active” as well as “passive” negligence but does not apply to **District Indemnitees**’ “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

11. Insurance. **MANA** agrees to comply with the following insurance requirements (for the purpose of this paragraph, **District** shall be deemed to include the **County of San Bernardino**):

A. Additional Insured - All policies, except for the Workers' Compensation policy, shall contain endorsements naming the **District** and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of this easement. The additional insured endorsements shall not limit the scope of coverage for the **District** to vicarious liability but shall allow coverage for the **District** to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

B. Waiver of Subrogation Rights - **MANA** shall require the carriers of required coverages to waive all rights of subrogation against the **District**, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage

provided shall not prohibit **MANA** and **MANA** employees or agents from waiving the right of subrogation prior to a loss or claim. **MANA** hereby waives all rights of subrogation against the **District**.

C. Policies Primary and Non-Contributory - All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the **District**.

D. Severability of Interests - **MANA** agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between **MANA** and the **District** or between the **District** and any other insured or additional insured under the policy.

E. Proof of Coverage - **MANA** shall furnish Certificates of Insurance to **District** evidencing the insurance coverage, including endorsements, as required, prior to the **MANA** execution of this document, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to **District**, and **MANA** shall maintain such insurance throughout the term of the easements. Within fifteen (15) days of recordation of this Grant Deed, **MANA** shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

F. Acceptability of Insurance Carrier - Unless otherwise approved by the San Bernardino County Department of Risk Management (hereinafter "Risk Management"), insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

H. Failure to Procure Coverage - In the event that any policy of insurance required under this easement does not comply with the requirements, is not procured, or is canceled and not replaced, the **District** has the right but not the obligation or duty to obtain insurance if it deems necessary and any premiums paid by the **District** will be promptly reimbursed by **MANA**.

I. Insurance Review - Insurance requirements are subject to periodic review by the **District**. **District's** Director of Risk Management or designee is authorized, but not required, to increase, reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or needed, or not needed, to protect the interests of the **District**. In addition, if Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the **District**, inflation, or any other item reasonably related to the **District's** risk.

J. Any failure, actual or alleged, on the part of the **District** to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the **District**.

K. **MANA** agrees to provide insurance set forth in accordance with the requirements herein. If **MANA** uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, **MANA** agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the easements.

L. Without in any way affecting the indemnity herein provided and in addition thereto, **MANA** shall secure and maintain throughout the duration of the easements the following types of insurance with limits as shown:

(1) Workers' Compensation/Employers Liability - A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of **MANA** and all risks to such persons under these easements.

If **MANA** has no employees, it may certify or warrant to the **District** that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the **District's** Director of Risk Management.

With respect to grantees that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

(2) Commercial/General Liability Insurance - **MANA** shall carry General Liability Insurance covering all operations performed by or on behalf of **MANA** providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury
- (f) Contractual liability.
- (g) \$2,000,000 general aggregate limit.

(3) Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If **MANA** is transporting one or more non-employee passengers in the **MANA** use of the **Access Easement Area**, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If **MANA** owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

(4) Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury

and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

(5) Environmental Liability Insurance with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence. The required additional insured endorsement shall protect **District** without any restrictions.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date the easements were signed by **District**. The claims made insurance shall be maintained or "tail" coverage provided throughout the duration of the easements and for a minimum of five (5) years after termination of these easements.

(6) Subcontractor Insurance Requirements. **MANA** agrees to require all parties, including (but not limited to) subcontractors, architects, or others it hires or contracts with related to the repair, maintenance, replacement of the access bridge or any other work performed by or on behalf of **MANA** within the **Access Easement Area** to provide insurance covering the contracted operation with the same policies and provisions required of **MANA** in these easements and with builder's risk property insurance, providing all risk, including theft coverage for all property and materials to be used for or related to the access bridge and said insurance policies shall not have any coinsurance penalty. All policies required under this provision shall include waiver of subrogation rights against **District** and shall name **District** as an additional insured. **MANA** agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required herein.

12. Default. In the event of **MANA** default of the terms, conditions and/or restrictions set forth herein, **District** shall give written notice to **MANA** of the same. Except in the case of the emergency as determined by **District** in its sole discretion, **MANA** shall have thirty (30) calendar days from the date of the **District's** notice to cure the default. If **MANA**, within thirty (30) calendar days from the date of the **District's** notice to cure the default (except in the case of an emergency as determined by **District** in its sole, reasonable discretion), commences the elimination of such default and continuously and diligently proceeds in good faith to eliminate such default, then the period for correction shall be extended for such length of time as is reasonably necessary to complete such correction. In the event **MANA** fails to cure the default within the time prescribed herein, **District** has the right but not the obligation to cure said default at the sole expense of **MANA**, or **MANA** successors and assigns, and without liability to **District** for loss thereof. **MANA** and **MANA** successors and assigns agree to pay **District** on demand all expenses incurred by **District** in curing such default of **MANA**. In addition, **District** may pursue all other remedies available to it at law or in equity and such remedies shall be cumulative.

13. Covenants Running With the Land. The **Easements** are granted for the benefit of and are appurtenant to the **MANA Property**, as the dominant tenement, and shall burden the **District's Property**, as the servient tenement. In accordance with California Civil Code Section 1468, the Easements shall run with the land and may not be assigned or transferred separate or apart from the properties which it burdens and/or benefits. The Easements shall be binding upon and shall benefit the successors of **District** and **MANA**, as owners of their respective properties.

14. Governance. This grant shall be governed by the laws of the State of California.

15. Amendments. This grant may only be amended by a writing executed by both **District** and **MANA** and recorded in the Official Records of the County of San Bernardino.

16. Attorneys' Fees. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under paragraph 10 above.

17. No Waiver. No waiver with respect to any provision of the Easements shall be effective unless in writing and signed by the party against whom it is asserted or shall be construed as a waiver of any subsequent breach or failure of the same term or condition, or as a waiver of any other provision of the Easements.

18. Counterparts. This Grant Deed with Reservation of Easements may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF **District** and **MANA** have executed this Grant Deed with Reservation of Easements, the day and year written below and have agreed to be bound by the terms and provisions hereof.

**DISTRICT:** San Bernardino County Flood Control District

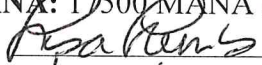
By: 

Name: Dawn Rowe

Title: Chair, Board of Supervisors

Date: SEP 26 2023

**MANA:** 17500 MANA ROAD LLC, a California Limited Liability Company

By: 

Name: Lisa Lamb

Title: President / CEO

Date: 9/21/23

## EXHIBIT "A"

### (Legal Description of the Property)

A portion of that part of the East half of the East half of Section 10, Township 5 North, Range 4 West, San Bernardino Meridian, said part being that parcel of land described in that document recorded March 2, 1987 as Instrument Number 1987-0066790, said portion being all of said part described as follows:

COMMENCING at the Northeast corner of said parcel of land per said Instrument Number 1987-0066790;

Thence along the East line of said parcel South 00°58'26" East a distance of 176.92 feet to the POINT OF BEGINNING;

Thence South 27°34'34" West, a distance of 345.54 feet;  
Thence South 25°14'52" West, a distance of 242.57 feet;  
Thence South 34°32'05" West, a distance of 70.93 feet;  
Thence South 31°12'41" West, a distance of 244.19 feet;  
Thence South 36°09'02" West, a distance of 95.56 feet;  
Thence South 70°36'49" West, a distance of 59.37 feet;  
Thence South 46°45'50" West, a distance of 96.45 feet;  
Thence South 20°37'58" West, a distance of 114.06 feet;  
Thence South 20°37'58" West, a distance of 27.64 feet;  
Thence South 45°41'06" West, a distance of 73.39 feet;  
Thence South 21°26'22" West, a distance of 89.09 feet;  
Thence South 13°22'02" West, a distance of 80.16 feet;  
Thence South 26°26'58" West, a distance of 64.83 feet;  
Thence South 17°17'57" West, a distance of 39.71 feet;  
Thence South 27°43'09" West, a distance of 49.16 feet;  
Thence South 30°00'22" West, a distance of 137.88 feet;  
Thence South 42°04'47" West, a distance of 123.40 feet;  
Thence South 46°16'14" West, a distance of 79.26 feet;  
Thence South 55°13'12" West, a distance of 24.62 feet;  
Thence South 49°00'43" West, a distance of 92.15 feet;  
Thence South 61°55'18" West, a distance of 64.90 feet;  
Thence South 28°04'42" East, a distance of 68.39 feet to the beginning of a curve, concave northeasterly having a radius of 140.00 feet;  
Thence southeasterly along said curve an arc distance of 199.77 feet through a central angle of 81°45'27";  
Thence North 33°17'39" East, a distance of 84.02 feet;  
Thence North 33°37'46" East, a distance of 330.05 feet;  
Thence North 34°06'30" East, a distance of 475.90 feet;  
Thence North 42°21'49" East, a distance of 91.38 feet;  
Thence North 32°32'41" East, a distance of 644.21 feet;  
Thence North 24°22'31" East, a distance of 207.21 feet to the said East line;

Thence North 00°58'26" West, a distance of 398.79 feet along said East line to the POINT OF BEGINNING.

Containing 8.90 acres (387,586 sq. ft.) more or less.

This legal description was prepared by me or under  
My direction.

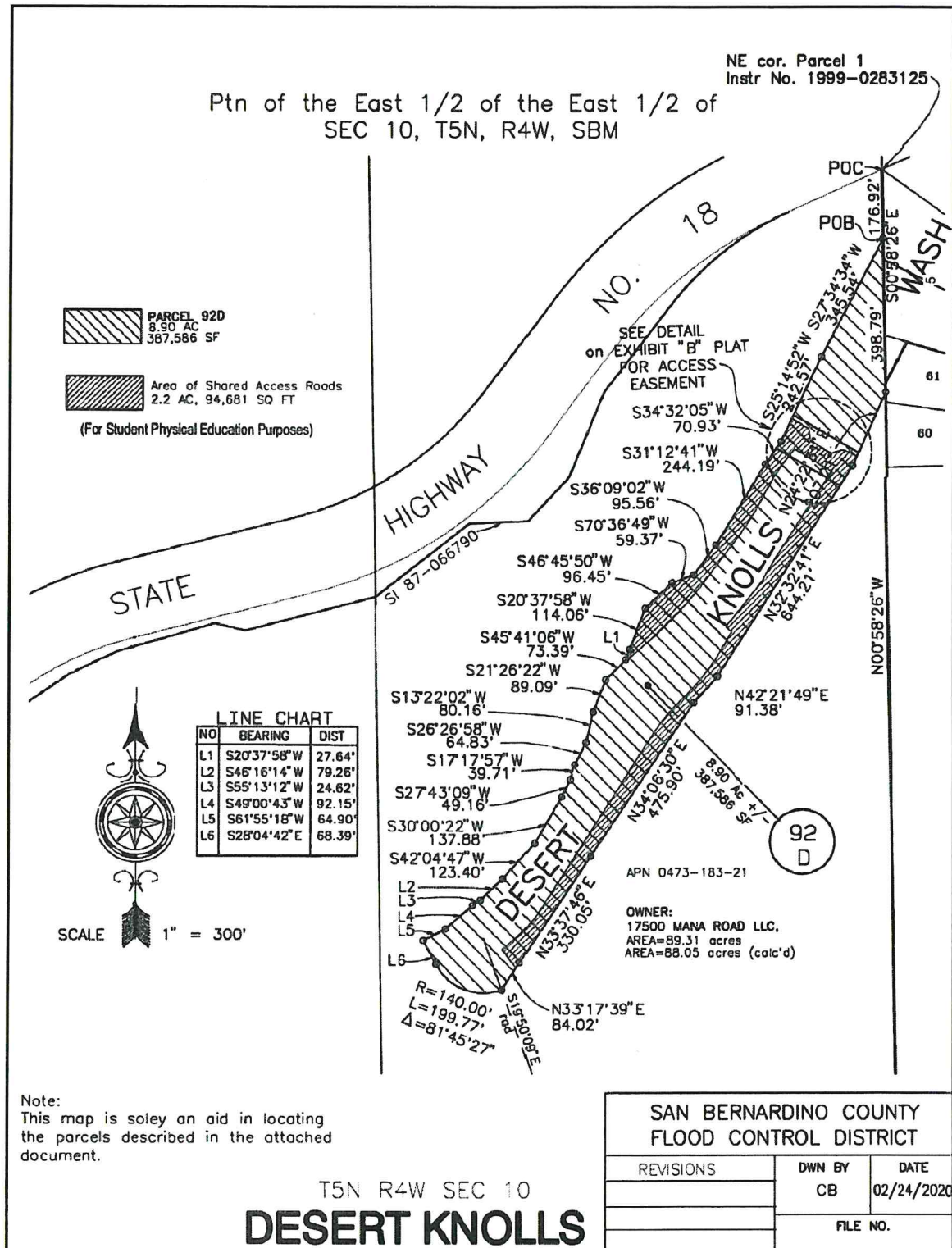
By: \_\_\_\_\_

Ryan Hunsicker, P.L.S. # 8302

Date: 05/28/2023



# EXHIBIT "A-1" (Plat of the Property)



## EXHIBIT "B"

### (Legal Description of the Access Easement Area)

COMMENCING at the Point of Beginning of the hereinbefore described parcel of land;

Thence along the northwesterly line of said parcel, South 27°34'34" West, a distance of 345.54 feet;  
Thence continuing along said northwesterly line, South 25°14'52" West, a distance of 166.91 feet to the POINT OF BEGINNING of this access easement;

Thence also along said northwesterly line continuing South 25°14'52" West, a distance of 75.66 feet;

Thence along said northwesterly line South 34°32'05" West, a distance of 20.76 feet;

Thence leaving said northwesterly line South 59°21'05" East, a distance of 189.75 feet to the southeasterly line of the aforementioned parcel;

Thence along said southeasterly line North 32°32'41" East, a distance of 61.74 feet;

Thence continuing along the southeasterly line North 24°22'31" East, a distance 36.25 feet;

Thence leaving said southeasterly line North 59°51'12" West, a distance of 193.55 feet to said POINT OF BEGINNING.

Reserved Access Easement containing 0.43 acres (18,604 sq. ft.) more or less

This legal description was prepared by me or under  
My direction.

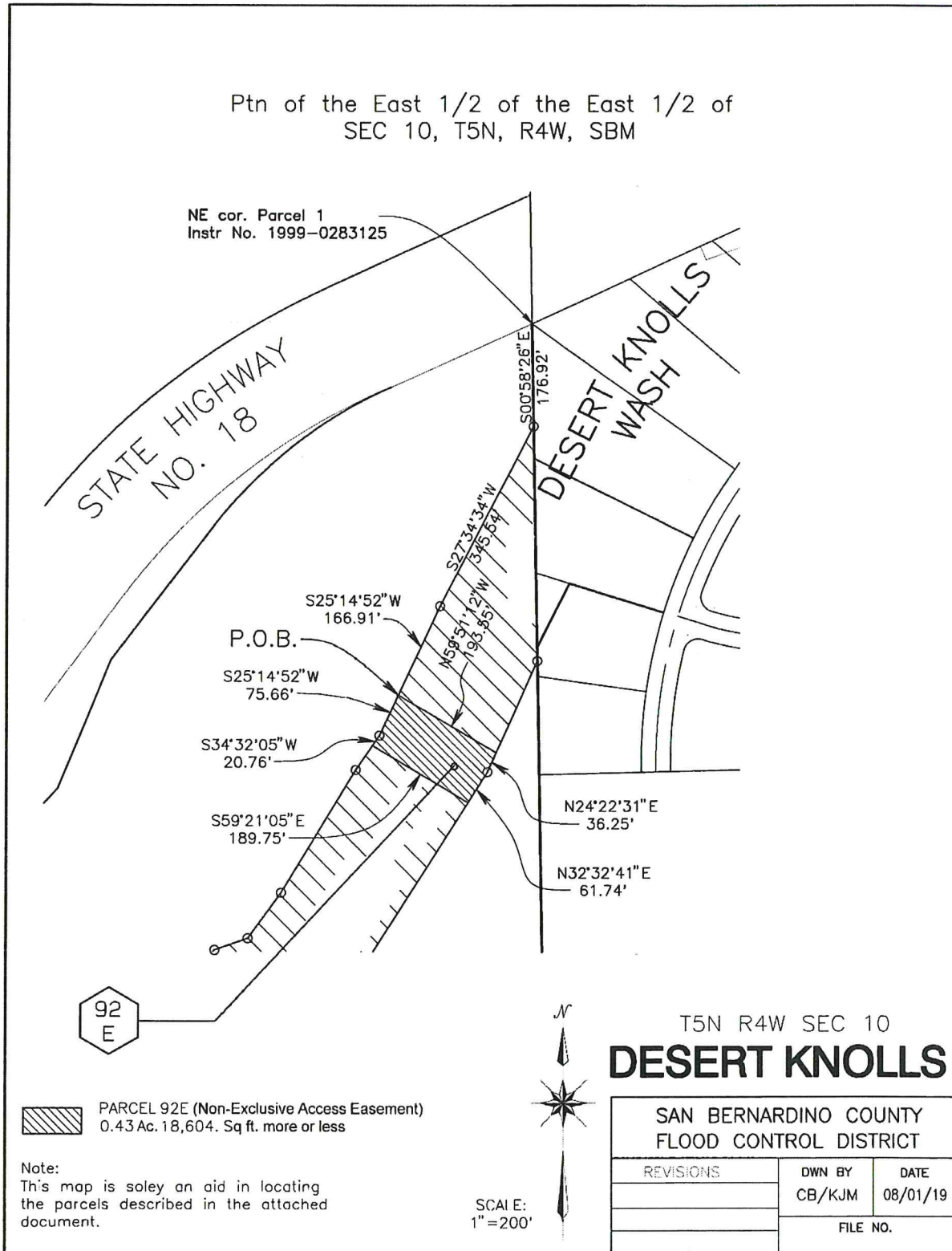
By: \_\_\_\_\_

Ryan Hunsicker, P.L.S. # 8302

Date: 05/28/2023



# EXHIBIT "B-1" (Plat of the Access Easement Area)



## EXHIBIT "C"

### Legal Description of the Activity Easement Reservation

A portion of that part of the East half of the East half of Section 10, Township 5 North, Range 4 West, San Bernardino Meridian, in San Bernardino County, State of California, according to the official plat thereof said part being a portion of that parcel of land described in that document recorded March 2, 1987 as Instrument Number 1987-0066790, official records of said county, said portion being all of said part described as follows:

COMMENCING at the Northeast corner of said parcel of land per said Instrument Number 1987-0066790, said corner being on the East line of said Section 10;

Thence South  $00^{\circ}58'26''$  East along the East line of said parcel a distance of 176.92 feet;  
Thence South  $27^{\circ}34'34''$  West, a distance of 345.54 feet;  
Thence South  $25^{\circ}14'52''$  West, a distance of 176.68 feet to the **POINT OF BEGINNING**;  
Thence continuing South  $25^{\circ}14'52''$  West a distance of 65.90 feet;  
Thence South  $34^{\circ}32'05''$  West, a distance of 70.93 feet;  
Thence South  $31^{\circ}12'41''$  West, a distance of 244.19 feet;  
Thence South  $36^{\circ}09'02''$  West, a distance of 95.56 feet;  
Thence South  $70^{\circ}36'49''$  West, a distance of 59.37 feet;  
Thence South  $46^{\circ}45'50''$  West, a distance of 96.45 feet;  
Thence South  $20^{\circ}37'58''$  West, a distance of 114.06 feet;  
Thence South  $20^{\circ}37'58''$  West, a distance of 27.64 feet;  
Thence South  $35^{\circ}17'36''$  East, a distance of 2.85 feet;  
Thence North  $49^{\circ}01'39''$  East, a distance of 83.85 feet to the beginning of a non-tangent curve, concave northwesterly, having a radius of 1092.03 feet and a radial bearing of South  $41^{\circ}49'23''$  East;  
Thence northeasterly along said curve an arc distance of 194.74 feet through a central angle of  $10^{\circ}13'03''$  to a point of non-tangency;  
Thence North  $37^{\circ}01'24''$  East a distance of 141.77 feet to the beginning of a non-tangent curve, concave northwesterly, having a radius of 800.55 feet and a radial bearing of South  $53^{\circ}12'33''$  East;  
Thence northerly along said curve an arc distance of 140.87 feet through a central angle of  $10^{\circ}04'57''$  to the beginning of a reverse curve, concave southeasterly and having a radius of 557.79 feet;  
Thence northerly along said curve an arc distance of 139.81 feet through a central angle of  $14^{\circ}21'39''$  to a point of non-tangency;  
Thence South  $58^{\circ}33'07''$  East a distance of 110.78 feet;  
Thence South  $32^{\circ}33'35''$  West a distance of 228.76 feet to the beginning of a non-tangent curve, concave northwesterly, having a radius of 1117.00 feet and a radial bearing of North  $56^{\circ}56'15''$  West;  
Thence southwesterly along said curve an arc distance of 51.36 feet through a central angle of  $02^{\circ}38'04''$  to a point of non-tangency;  
Thence South  $30^{\circ}36'34''$  West a distance of 62.78 feet;  
Thence South  $38^{\circ}32'10''$  West a distance of 141.57 feet;  
Thence South  $49^{\circ}51'03''$  East a distance of 19.80 feet;  
Thence South  $30^{\circ}36'34''$  West a distance of 54.06 feet to the beginning of a non-tangent curve, concave westerly, having a radius of 576.00 feet, and a radial bearing of South  $59^{\circ}31'18''$  East;  
Thence southwesterly along said curve an arc distance of 151.61 feet through a central angle of  $15^{\circ}04'50''$  to the beginning of a reverse curve, concave southeasterly and having a radius of 497.00 feet;  
Thence southerly along said curve an arc distance of 142.04 feet through a central angle of  $16^{\circ}22'31''$ ;

Thence South 32°50'30" West a distance of 544.26 feet to the beginning of a non-tangent curve, concave northwesterly, having a radius of 453.00 feet and a radial bearing of South 52°21'36" East; Thence southwesterly along said curve an arc distance of 121.85 feet through a central angle of 15°24'41" to a point of non-tangency;  
Thence South 37°48'36" East a distance of 59.09 feet;  
Thence North 33°17'39" East a distance of 16.32 feet;  
Thence North 33°37'46" East a distance of 330.05 feet;  
Thence North 34°06'30" East a distance of 475.90 feet;  
Thence North 42°21'49" East a distance of 91.38 feet;  
Thence North 32°32'41" East a distance of 644.21 feet;  
Thence North 24°22'31" East a distance of 27.02 feet;  
Thence North 65°37'29" West a distance of 40.28 feet;  
Thence South 70°57'24" West a distance of 31.83 feet;  
Thence North 58°32'48" West a distance of 62.47 feet;  
Thence North 08°03'00" West a distance of 31.83 feet;  
Thence North 58°32'48" West a distance of 50.64 feet to the **POINT OF BEGINNING.**

Containing 2.17 acres (94,681 sq. ft.) more or less.

This legal description was prepared by me or under  
My direction.

By: \_\_\_\_\_

Ryan Hunsicker, P.L.S. # 8302

Date: 05/28/2023



**EXHIBIT "C-1"**  
Plat of the Activity Easement Reservation

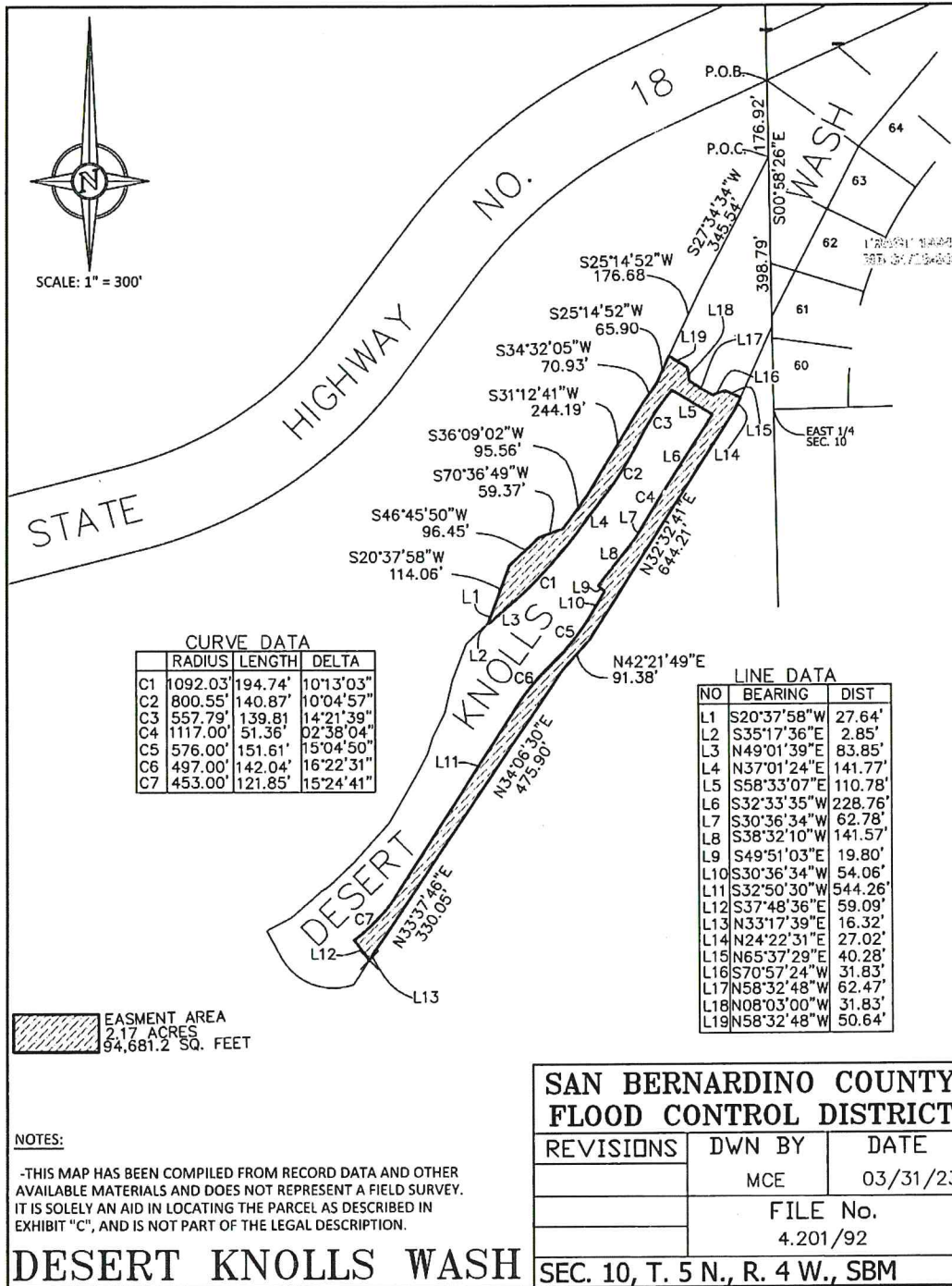


EXHIBIT "D"

(Legal Description for MANA Property, as the dominant tenement, containing approximately 89.31 acres improved with the educational facility currently known as the Academy for Academic Excellence, with an address of 17500 Mana Road, Apple Valley, CA 92307 (APN 0473-183-21))

RESTATED AS RECORDED IN GRANT DEED TO 17500 MANNA ROAD, A CALIFORNIA LIMITED LIABILITY CORPORATION, RECORDED FEBRUARY 02, 2020, UNDER DOCUMENT NUMBER 2020-005949, OFFICIAL RECORDS.

THAT PORTION OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE DISTRICT LAND OFFICE, LYING SOUTHERLY OF THE SOUTHERLY LINE OF STATE HIGHWAY.

EXCEPTING THEREFROM ANY PORTIONS THEREOF LYING WITHIN THOSE PARCELS OF LAND CONVEYED TO THE STATE OF CALIFORNIA FOR PUBLIC HIGHWAY AS DESCRIBED IN THAT CERTAIN DEED FROM APPLETON LAND, EATER AND POWER COMPANY, RECORDED JANUARY 23, 1948, IN BOOK 2111, PAGE 432, OFFICIAL RECORDS. SAID PAREL OF LAND BEING ALSO DESCRIBED IN QUITCLAIM DEEDS. RECORDED IN BOOK 2029, PAGE 183, OFFICIAL RECORDS, AND IN BOOK 2290, PAGE 239, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED FEBRUARY 24, 1961, IN BOOK 5359, PAGE 490, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OF THE MINERALS, INCLUDING AND WITHOUT LIMITATION, ALL THE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES BUT EXCLUDING EXPLICITLY LIMESTONE AND WITHOUT ANY RIGHTS TO USE THE SURFACE OR THAT PORTION OF SAID LAND LYING WITHIN 500 FEET OF THE SURFACE, AND ALSO, THE RIGHT TO DRILL INTO AND THROUGH SAID LAND BELOW 500 FEET FROM THE SURFACE, AS RESERVED BY TEXICO PRODUCING INC., BY DEED RECORDED MARCH 2, 1987, INSTRUMENT NO. 87-66791, OFFICIAL RECORDS.

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Bernardino

On September 21, 2023 before me, Misty T. Davis, Notary Public  
(insert name and title of the officer)

personally appeared Lisa Nichole Lamb,  
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.

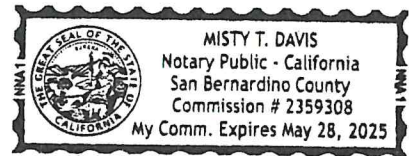
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Misty T. Davis

(Seal)



**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Bernardino }

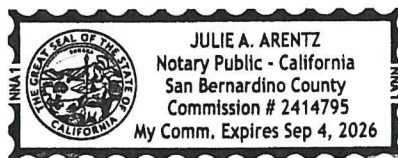
On September 26, 2023 before me, Julie A. Arentz, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Dawn M Rowe  
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

Signature Julie A. Arentz  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Grant Deed w/ reservation of EASEMENT

Document Date: March 29, 2023 Number of Pages: 16

Signer(s) Other Than Named Above: Ø

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_