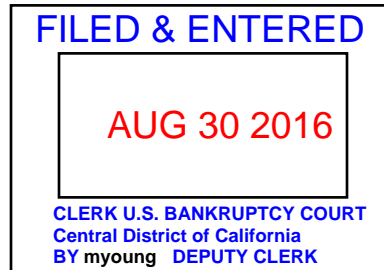


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8 UNITED STATES BANKRUPTCY COURT

9 CENTRAL DISTRICT OF CALIFORNIA

10 RIVERSIDE DIVISION

11
12 In re

13 **WRIGHTWOOD GUEST RANCH,**
14 **LLC,**

15 Debtor.

Case No. 6:15-bk-17799-SC

Chapter Number: 11

**ORDER GRANTING CHAPTER 11
TRUSTEE'S MOTION FOR ORDER (1)
AUTHORIZING THE SALE OF
PROPERTY OF THE ESTATE UNDER 11
U.S.C. § 363 FREE AND CLEAR OF ALL
LIENS, CLAIMS, AND ENCUMBRANCES
AND (2) APPROVING THE FORM AND
MANNER OF NOTICE**

Sale Hearing:

Date: July 19, 2016
Time: 1:30 p.m.
Dept: Courtroom 126
3420 Twelfth Street,
Riverside, CA 95201

1 **IN THIS DISTRICT, AT RIVERSIDE, CALIFORNIA, ON THE DATE**
2 **INDICATED BELOW:**

3 At the above-referenced date and time, the Court considered the *Chapter 11 Trustee's*
4 *Notice of Motion and Motion for Order (1) Authorizing the Sale of Property of the Estate under*
5 *11 U.S.C. § 363 Free and Clear of all Liens, Claims, and Encumbrances and (2) Approving the*
6 *Form and Manner of Notice* [Doc. No. 306] (the "Sale Motion"). Aram Ordubegian of Arent Fox
7 LLP appeared on behalf of the Trustee.¹ All other appearances were made as reflected on the
8 Court's record.

9 The Court having reviewed and considered the Sale Motion and declaration of Richard
10 Laski in support thereof; the *Notice of Auction and Sale Hearing* [Doc. No. 307] (the "Notice");
11 the *Notice of Sale of Estate Property* [Doc. No. 308] (the "6004-2 Notice") ; the opposition to the
12 Sale Motion and supporting declaration of Richard Hallett [Doc. Nos. 311 and 312] (the "Hallett
13 Opposition"); the *Chapter 11 Trustee's Evidentiary Objections To The Declaration Of Richard*
14 *Hallett In Support Of Objection To Auction And Sale* [Doc. No. 313]; the *Chapter 11 Trustee's*
15 *Reply To Richard And Judy Hallett's Objection To Auction And Sale* [Doc. No. 314]; *Secured*
16 *Creditor GreenLake Real Estate Fund LLC's Reply/Response to Richard Hallett and Judy*
17 *Hallett's Objection to Auction and Sale* and supporting declarations of Peter T. Chang and
18 Timothy L. Neufeld [Doc. No. 315]; the *Chapter 11 Trustee's Supplement To Motion For Order*
19 *(1) Authorizing The Sale Of Property Of The Estate Under 11 U.S.C. § 363 Free And Clear Of*
20 *All Liens, Claims, And Encumbrances And (2) Approving The Form And Manner Of Notice* and
21 supporting declaration of M. Douglas Flahaut [Doc. No. 325]; *the Declaration Of Steven Speier*
22 *Regarding GlassRatner's Marketing Efforts* [Doc. No. 327]; the *Chapter 11 Trustee's Motion for*
23 *Order Approving Settlement Agreement Between the Trustee and GreenLake Real Estate Funds,*
24 *LLC Pursuant to Bankruptcy Rule 9019* [Doc. No. 316] (the "9019 Motion") and all documents
25 and declarations in support of the 9019 Motion and in opposition to the 9019 Motion; the
26 Declaration of Paul Diamond in Support of a Finding of Good Faith [Doc. No. 362]; the record in
27 this case; the arguments of counsel; and the sworn testimony at the hearing of Steven Speier, and
28

¹ Capitalized terms not defined herein are defined in the Sale Motion and the 9019 Motion.

1 the Court finding that notice of the Sale Motion was proper and sufficient under the
2 circumstances, and for good cause appearing therefor as set forth on the record:

3 **THE COURT HEREBY FINDS AS FOLLOWS²:**

4 **General Provisions**

5 1. This Court has jurisdiction over the Sale Motion under 28 U.S.C. §§ 157 and 1334,
6 and this matter is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (N) and (O).

7 2. Venue of this case and the Sale Motion is proper under 28 U.S.C. §§ 1408 and
8 1409.

9 3. The statutory predicates for relief sought in the Sale Motion are 11 U.S.C. §
10 105(a), 363, 365 and Rules 2002, 6004, 6006, 9006, and 9014 of the Federal Rules of Bankruptcy
11 Procedure (the “Bankruptcy Rules”).

12 **Final Order**

13 4. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a).
14 Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under
15 Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made
16 applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for
17 delay in the implementation of this Order, and expressly directs entry of judgment as set forth
18 herein.

19 **Notice**

20 5. As evidenced by the certificate of service filed in connection with the Sale Motion,
21 the Sale Notice, the 6004-2 Notice, and based upon evidence submitted in connection therewith
22 and the representations of counsel at the hearing on the Sale Motion: (i) due, proper, timely,
23 adequate and sufficient notice to the Debtor, Debtor’s counsel, all creditors secured or unsecured,
24 and other interested parties of the Sale Motion, the Sale Notice and the 6004-2 Notice has been
25

26 ² The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant
27 to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. All findings of fact
28 and conclusions of law announced by the Court at the July 19, 2016 hearing are hereby incorporated herein to the
extent not inconsistent herewith. To the extent that any of the following findings of fact constitute conclusions of
law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they
are adopted as such.

1 provided in accordance with 11 U.S.C. §§ 102(1), 363, 365 and Bankruptcy Rules 2002, 6004,
2 6006, 9006, and 9014, and all other provisions of the Bankruptcy Rules and/or the Local
3 Bankruptcy Rules governing the transactions that are the subject of the Sale Motion; (ii) such
4 notice was good, sufficient and appropriate; and (iii) the foregoing notices were good, sufficient,
5 and appropriate under the circumstances, and no other or further notice of the Sale Motion, the
6 date of the rejection of all unexpired leases and executory contracts is or shall be required.

7 6. A reasonable opportunity to object and be heard with respect to the sale, the Sale
8 Motion and the relief requested therein (including the rejection of unexpired leases and/or
9 executory contracts) has been afforded to all interested persons and entities.

10 **The Good Faith of the Buyer**

11 7. Pursuant to 11 U.S.C. § 363(b) and (f) and Bankruptcy Rule 6004(f), the sale of
12 the Property, as more specifically described in **Exhibit 1** attached hereto, to GREF-Wrightwood
13 LLC (the “Buyer”), the affiliate of GreenLake Real Estate Fund LLC (“GreenLake”), for
14 \$8,500,000.00 (pursuant to the Settlement Agreement attached to the Trustee’s 9019 Motion as
15 Exhibit 1 and approved by this Court on July 19, 2016 (the “Settlement Agreement”)) is a sound
16 and prudent exercise of the Trustee’s reasonable business judgment and is in the best interests of
17 the Estate and its creditors. No party in interest has furnished the Court with sufficient evidence
18 or reasons to challenge the reasonableness of the Trustee’s business judgment in this regard.

19 8. The consideration to be paid by the Buyer with respect to the purchase of the
20 Property constitutes reasonably equivalent value and fair consideration under the Bankruptcy
21 Code and the laws of the United States, any state, territory or possession, or the District of
22 Columbia.

23 9. The fully executed *Asset Purchase Agreement* dated August 4, 2016 and filed as
24 Doc. No. 364 (the APA together with the Settlement Agreement are referred to herein the “Sale
25 Documents”) was proposed, negotiated and entered into by the parties thereto without collusion,
26 in good faith and from arm’s length bargaining positions. Neither the Trustee nor the Buyer have
27 engaged in any conduct that would cause or permit the Sale Documents or the sale of the Property
28 to the Buyer to be invalidated or avoided under 11 U.S.C. § 363(n). Specifically, among other

1 things, the evidence presented shows: (i) the Trustee was free to negotiate with any other party
2 that expressed an interest in purchasing the Property; (ii) the Buyer does not have any undisclosed
3 pre or post-petition relationship with the Trustee, the Debtor or insiders of the Debtor or the
4 Estate as defined in 11 U.S.C. § 101(31); (iii) the negotiation and execution of the Sale
5 Documents and all aspects of the sale of the Property were conducted in good faith. Accordingly,
6 upon consummation of the sale of the Property as set forth in the Sale Documents, the Buyer will
7 be a buyer in good faith within the meaning of 11 U.S.C. § 363(m) and therefore entitled to the
8 protections afforded thereby.

9 **The Highest and Best Offer**

10 10. The sale to the Buyer pursuant to the Sale Documents constitutes the highest and
11 best offer for the Property and is better for the Estate and creditors than any other likely
12 alternative. The terms and conditions of the Sale Documents are fair and reasonable and entry
13 into the Sale Documents by the Trustee is a sound and prudent exercise of his reasonable business
14 judgment and the sale of the Property is in the best interests of the Estate and creditors.

15 11. The Trustee has demonstrated good, sufficient and sound business purposes and
16 justification for the sale of the Property and the terms of the sale as described in the Sale
17 Documents are other than in the ordinary course of business pursuant to 11 U.S.C. § 363(b).

18 12. The process set forth in the Court-approved Bidding Procedures and the sale
19 hearing and auction held on July 19, 2016 in open court afforded a full, fair and reasonable
20 opportunity for any person or entity to make a higher or otherwise better offer to purchase the
21 Property.

22 **No Fraudulent Transfer or Successor Liability**

23 13. The Sale Documents have not been entered into for the purpose of hindering,
24 delaying or defrauding creditors under the Bankruptcy Code and/or under the laws of the United
25 States, any state, territory, possession, or the District of Columbia.

26 14. The transfer of the Property to the Buyer concurrently with the closing of the sale
27 in accordance with the Sale Documents will constitute a legal, valid, and effective transfer of the
28 Property and shall vest with or vest in Buyer, all rights, title and interests of the Estate to the

1 Property free and clear of all liens, liabilities, claims and encumbrances of any kind and nature
2 with the exception of the Permitted Senior Liens (defined below).

3 15. Buyer is not a mere continuation of the Debtor or the Estate and there is no
4 continuity of enterprise between Buyer and the Debtor. Buyer is not holding itself out to the
5 public as a continuation of the Debtor. Buyer is not a successor to the Debtor or the Estate and
6 the sale of the Property does not amount to a consolidation, merger or de facto merger of the
7 Buyer and the Debtor.

8 **Validity of Transfer**

9 16. Subject only to the entry of this Order, the Trustee has (or at all relevant times had)
10 (i) full power and authority to execute and deliver the Sale Documents and all other documents
11 contemplated therein, (ii) all authority necessary to consummate the transactions contemplated by
12 the Sale Documents, and (iii) taken all action necessary to authorize and approve the Sale
13 Documents and the consummation of the transactions contemplated therein. Subject only to the
14 entry of this Order (a) the Trustee's sale of the Property has been duly and validly authorized, and
15 (b) no consents or approvals, other than those expressly provided for in the Sale Documents are
16 required for the Trustee to consummate the sale and the transactions contemplated in the Sale
17 Documents.

18 17. The Estate is the sole and lawful owner of the Property. Subject to section 363(f)
19 of the Bankruptcy Code, the transfer of the Property to Buyer will be, as of the date of the closing
20 (the "Closing Date"), a legal, valid, and effective transfer of the Property, which transfer vests or
21 will vest Buyer with all right, title, and interest of the Estate to the Property free and clear of all
22 liens, claims and interests in such Property other than the Senior Permitted Liens (defined below),
23 including without limitation (i) the asserted lien(s) of Lee Smith recorded August 6, 2015 as
24 Instrument Nos. 15-962790, 15-962791, 15-962792, 15-962793, 15-962794, 15-962795, 15-
25 962796, 15-962798, 15-962799, 15-962800, 15-962801 and August 26, 2015 as Instrument Nos.
26 15-1054051, 15-1054052; and (ii) the asserted lease of Wrightwood Canopy Tour, LLC disclosed
27 by Memorandum of Lease recorded December 19, 2011 as Instrument No. 2011-1715126
28 (collectively, the "Encumbrances"). The Property, as of the Closing Date, shall remain subject to

1 the following liens and claims: (i) that certain deed of trust senior to GreenLake's lien or liens
2 recorded July 3, 2006 as Instrument No. 06-1463204 in favor of Countrywide Bank, N.A. (now
3 known as or assigned to Bank of America, N.A.), but only as to Parcel 3 (APN 3065-006-019);
4 (ii) a deed of trust senior to GreenLake's lien or liens recorded December 28, 2006 as Instrument
5 No. 06-2882180 in favor of Cal-X-Inc., a California corporation, which according to public
6 records was assigned to the Reid K. Alexander Family Trust dated November 7, 1996 by
7 assignment recorded January 30, 2008 as Instrument No. 20080179044, but only as to Parcel 2
8 (APN 3065-006-017); (iii) a deed of trust senior to GreenLake's lien or liens recorded February
9 17, 2009 as Instrument No. 20090213059 in favor of Ralph Rocca Construction, but only as to
10 Parcel 1 (APN 3065-033-019); and (iv), subject to Paragraph 17(a) below, the abstract of
11 judgment of SWG, Inc. recorded August 31, 2015 as Instrument No. 15-1074713 and the
12 mechanic's lien recorded October 24, 2011 as Instrument No. 2011438024 (the "SWG Liens"),
13 (collectively, the "Permitted Senior Liens").

14 17(a). Notwithstanding anything to the contrary in this Order or the Sale Documents, this
15 Order makes no determination with respect to the validity, extent, or seniority of SWG Liens, as
16 more particularly described in proof of claim 8-1 filed by SWG, Inc. on or about November 18,
17 2015. In addition, notwithstanding anything to the contrary in this Order or in the Sale
18 Documents, to the extent the SWG Liens in some or all of the Property are otherwise valid,
19 enforceable, not subsequently avoided under applicable bankruptcy law, and senior to the lien or
20 liens of GreenLake in the Property prior to the Closing, such lien or liens of SWG, Inc. shall not
21 be affected by entry of this Sale Order and shall be treated the same as the Permitted Senior
22 Liens. Additionally, notwithstanding anything to the contrary in this Order, to the extent the
23 SWG Liens in some or all of the Property are not valid, not enforceable, are subsequently avoided
24 under applicable bankruptcy law, or are determined to be junior to the lien or liens of GreenLake
25 in the Property prior to the Closing, nothing in this Order shall be construed to give SWG, Inc.
26 any additional rights in or to the Property. For purposes of example only, in the event that the
27 SWG Liens are determined to be junior to GreenLake's liens as of the Closing, then the Property
28 is transferred to the Buyer free and clear of such liens.

1 of the following: (i) any labor or employment agreements; (ii) all mortgages, deeds of trust and
2 security interests; (iii) any intercompany loans and receivables between the Estate and any non-
3 Estate affiliate; (iv) any pension, welfare, compensation or other employee benefit plans,
4 agreements, practices and programs, including, without limitation, any pension plan of the Estate
5 or any affiliate of the Estate; (v) any other employee, worker's compensation, occupational
6 disease or unemployment or temporary disability related claim, including, without limitation,
7 claims that might otherwise arise under or pursuant to (a) the Employee Retirement Income
8 Security Act of 1974, as amended, (b) the Fair Labor Standards Act, (c) Title VII of the Civil
9 Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations
10 Act, (f) the Worker Adjustment and Retraining Act of 1988, (g) the Age Discrimination and
11 Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (h) the
12 Americans with Disabilities Act of 1990, (i) the Consolidated Omnibus Budget Reconciliation
13 Act of 1985, (j) state discrimination laws, (k) state unemployment compensation laws or any
14 other similar state laws, or (l) any other state or federal benefits or claims relating to any
15 employment with the Debtor or any of its predecessors; (vi) Claims or Encumbrances arising
16 under any Environmental, Health and Safety Laws with respect to any assets owned or operated
17 by the Debtor, the Estate or any corporate predecessor at any time prior to the Closing Date and
18 any liabilities of the Debtor other than as provided in the Sale Documents; (vii) any bulk sales or
19 similar law; (viii) any tax statutes or ordinances, including, without limitation, the Internal
20 Revenue Code of 1986, as amended; and (ix) any theories of successor liability or causes of
21 action related thereto.

22 21. The Trustee may sell the Property free and clear of all Encumbrances and Claims
23 against the Estate or the Property (except as to the Permitted Senior Liens or otherwise provided
24 herein) because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the
25 Bankruptcy Code has been satisfied. Those holders of Encumbrances or Claims against the
26 Estate or the Property who did not object, or who withdrew their objections, to the sale or the Sale
27 Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code.
28

1 22. The sale of the Property does not constitute a *sub rosa* chapter 11 plan for which
2 approval has been sought without the protections that a disclosure statement would afford.

3 23. Other good and sufficient cause exists for granting the Sale Motion.

4 **NOW, THEREFORE, IT IS HEREBY ORDERED THAT:**

5 **General Provisions**

6 1. The Sale Motion is GRANTED as set forth herein and on the record at the July 19,
7 2016 hearing.

8 2. All objections to the Sale Motion or the relief requested therein that have not been
9 withdrawn, waived, or settled as announced to the Court at the Sale Hearing or by stipulation
10 filed with the Court, and all reservations of rights included therein, are hereby denied and
11 overruled with prejudice. Those parties who did not object or withdrew their objection to the Sale
12 Motion are deemed to have consented to all transactions contemplated hereby, including without
13 limitation, pursuant to section 363(f)(2) of the Bankruptcy Code.

14 **Approval of the Sale Documents**

15 3. The Sale Documents, and all other ancillary documents, and all of the terms and
16 conditions thereof, are hereby approved; provided, to the extent of any conflict between the Sale
17 Documents and this Order, this Order shall prevail.

18 4. Pursuant to 11 U.S.C. § 363(b) and (f), the Trustee is authorized to sell and
19 transfer the Property, the legal description of the Property of which is attached hereto as
20 **Exhibit 1**, to the Buyer or its successors or assigns for \$8,500,000.00.

21 **Transfer of Property**

22 5. The Trustee is authorized and directed to take any and all actions necessary or
23 appropriate to (i) consummate the sale of the Property to the Buyer, (ii) fully perform and
24 implement the Sale Documents and consummate the closing (the “Closing”) of the transactions
25 contemplated in the Sale Motion, the Sale Documents, and his Order; and (iii) take any and all
26 further actions as may be reasonably necessary to consummate any of the transactions
27 contemplated in the Sale Motion, the Sale Documents, and this Order. Buyer shall not be
28 required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy

1 Code to enforce any of its remedies under the Sale Documents, or any other sale related
2 document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely
3 to the extent necessary to implement the provisions of this Order.

4 6. The sale of the Property to the Buyer in accordance with this Order shall be free
5 and clear of all liens, liabilities, claims encumbrances and/or interests of any kind and nature with
6 the exception of the Permitted Senior Liens as that term is defined in herein (collectively,
7 “Encumbrances”) to the fullest extent permitted under 11 U.S.C. § 363(f) with any such
8 Encumbrances to attach to the proceeds of the sale to the same extent, priority, and validity as
9 they did with respect to the Property prior to the sale of the Property.

10 7. This Order is and shall be effective as a determination that, upon and subject to the
11 occurrence of the Closing, all Encumbrances existing as to the Property prior to the Closing, with
12 the exception of the Permitted Senior Liens, have been and hereby are adjudged and declared to
13 be unconditionally released, terminated and discharged.

14 8. Other than the Permitted Senior Liens and other obligations specifically set forth
15 in the Settlement Agreement including the obligation to hold certain weddings after the Closing,
16 the Buyer has not assumed any liabilities of the Estate and/or the Debtor.

17 9. The Trustee is authorized to execute any such releases, termination statements,
18 assignments, consents or instruments on behalf of any third party, including the holders of any
19 Encumbrances, that are necessary or appropriate to effectuate or consummate the transactions
20 contemplated in the Sale Motion and the Sale Documents. Each and every federal, state, and
21 local governmental agency or department is hereby directed to accept any and all documents and
22 instruments necessary and appropriate to consummate the transactions contemplated by the Sale
23 Documents and this Order.

24 10. The Trustee is hereby authorized to execute the Sale Documents, or other related
25 documents that are reasonably necessary or appropriate to complete the sale, and to undertake
26 such other actions as may be reasonably necessary or appropriate to complete the sale.

27 11. The Sale Documents and any related documents or other instruments may be
28 modified, amended or supplemented by the parties thereto, in a writing signed by both parties

1 without further order of the Court, provided that any such modification, amendment or
2 supplement does not (i) conflict with or contradict this Order; or (ii) have a material adverse
3 effect on the Estate.

4 12. The sale of the Property to the Buyer constitutes a legal, valid and effective
5 transfer, sale and assignment of the Property, and shall vest the Buyer with all rights, title and
6 interests of the Trustee, the Debtor and the Estate in and to the Property, free and clear of all
7 Encumbrances of any kind and nature with the exception of the Permitted Senior Liens as
8 provided herein.

9 13. From and after the date of entry of this Order, all persons or entities holding any
10 Encumbrances (other than the holders of the Permitted Senior Liens) of any kind or nature against
11 the Estate or with respect to the Property are hereby restrained and enjoined from taking or
12 causing to be taken any action which would interfere with the transfer of the Property to the
13 Buyer and such persons or entities shall be barred from asserting such claims, liens or interests
14 against the Buyer.

15 14. This Order is and shall be binding upon and govern the acts of all persons and
16 entities, including, without limitation, all filing agents, filing officers, title agents, title companies,
17 recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies,
18 governmental departments, secretaries of state, federal, state and local officials, and all other
19 persons and entities who may be required by operation of law, the duties of their office, or
20 contract, to accept, file, register or otherwise record or release any documents or instruments, or
21 who may be required to report or insure any title or state of title; and each of the foregoing
22 persons and entities is hereby directed to accept for filing any and all of the documents and
23 instruments necessary and appropriate to consummate the transactions contemplated by the Sale
24 Documents.

25 15. If any person or entity which has filed statements or other documents or
26 agreements evidencing Encumbrances (which do not include Permitted Senior Liens) on, or
27 interests in, all or any portion of the Property shall not have delivered to the Trustee prior to the
28 Closing, in proper form for filing and executed by the appropriate parties, termination statements,

1 instruments of satisfaction, releases of liens and easements, and any other documents necessary
2 for the purpose of documenting the release of all liens or interests which the person or entity has
3 or may assert with respect to all or any portion of the Property, the Trustee and Buyer are hereby
4 authorized, on behalf of the Estate and its creditors, to execute and file such statements,
5 instruments, releases and other documents on behalf of such person or entity with respect to the
6 Property.

7 **Rejection of Executory Contracts and Unexpired Leases**

8 16. No executory contract or unexpired lease of any portion of the Property under
9 which the Debtor was the lessor or a party, is being assumed or assigned and any and all such
10 executory contracts and unexpired leases are hereby rejected as of the Petition Date, and the
11 transfer of the Property shall be free and clear of any ongoing interest of any non-Estate party to
12 the executory contract and lessee thereunder, including without limitation, any right to possession
13 pursuant to Bankruptcy Code section 365(h) after such rejection.

14 **Other Provisions**

15 17. The transactions contemplated by the Sale Documents are undertaken by Buyer
16 without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy
17 Code, and accordingly, the reversal or modification on appeal of the authorization provided
18 herein to consummate the Sale shall not affect the validity of the Sale, unless such authorization
19 and such Sale are duly stayed pending such appeal. Buyer is a good faith buyer within the
20 meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections
21 of section 363(m) of the Bankruptcy Code.

22 18. The consideration provided by the Buyer for the Property shall be deemed to
23 constitute reasonably equivalent value and fair consideration under the Bankruptcy Code.

24 19. The Buyer and the Trustee have not engaged in any conduct that would allow the
25 transactions contemplated in the Sale Documents to be set aside under 11 U.S.C. § 363(n).

26 20. The Bankruptcy Court retains jurisdiction to: (a) interpret, implement and enforce
27 the terms and conditions of this Order; and (b) resolve any disputes arising under or related to this
28 Order.

1 21. The terms and provisions of this Order shall be binding in all respects upon, and
2 shall inure to the benefit of, the Estate and creditors, the Buyer, their respective successors and
3 assigns and any affected third parties.

4 22. The failure to approve explicitly any particular provision of the Sale Motion and/or
5 the Sale Documents in this Order shall not diminish or impair the efficacy of such provision, it
6 being the intent of the Court that the Sale Documents be authorized and approved in their
7 entirety; provided, in the event of any conflict between the Sale Documents and this Order, this
8 Order shall prevail.

9 23. Nothing contained in any plan of reorganization or liquidation, or order of any
10 type or kind entered in (a) this chapter 11 case, (b) any subsequent chapter 7 case into which this
11 chapter 11 case may be converted, or (c) any related proceeding subsequent to entry of this Order,
12 shall conflict with or derogate from the provisions of the Sale Documents or the terms of this
13 Order.

14 24. No bulk sales law or any similar law of any state or other jurisdiction applies in
15 any way to the Sale.

16 25. The 14-day stay period set forth in Rule 6004(h) of the Federal Rules of
17 Bankruptcy Procedure is waived.

18 26. The failure specifically to include any particular provision of the Sale Documents
19 or any related ancillary document in this Order shall not diminish or impair the effectiveness of
20 such provision, it being the intent of the Court that the Sale Documents and all related ancillary
21 documents be authorized and approved in their entirety; provided, however, that this Order shall
22 govern if there is any inconsistency between it and any of the Sale Documents. Additionally, in
23 the event any provisions of the APA conflict with the Settlement Agreement, the Settlement
24 Agreement shall govern. Likewise, all of the provisions of this Order are nonseverable and
25 mutually dependent.

26 27. The Sale Documents and any related agreements, documents or other instruments
27 may be modified, amended or supplemented by the parties thereto and in accordance with the
28 terms thereof, without further order of the Court, provided that any such modification,

1 amendment or supplement does not (i) conflict with or contradict this Order; or (ii) have a
2 material adverse effect on the Estate.

3 28. This Order constitutes an itemized statement of the property sold, the name of
4 Buyer, and the price received for the property as a whole as required by Rule 6004(f)(1) of the
5 Bankruptcy Rules.

6 29. A certified copy of this Order may be filed with the appropriate clerk and/or
7 recorded with the recorder to act to cancel any liens and other encumbrances of record, as
8 necessary, other than the Permitted Senior Liens.

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Date: August 30, 2016


Scott C. Clarkson
United States Bankruptcy Judge

EXHIBIT 1

LEGAL DESCRIPTION OF THE REAL PROPERTY

ALL THAT LAND SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 19 OF TRACT 28756, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 787 PAGES 44 AND 45 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL AND MINERAL RIGHTS AS DISCLOSED BY A DEED RECORDED FEBRUARY 4, 1963 AS INSTRUMENT NO. 2595.

PARCEL 1A:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS TOGETHER WITH THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE AND USE A PRIVATE STREET AND UTILITIES OVER THAT PORTION OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 8 WEST, S.B.M. WITHIN A STRIP OF LAND 60 FEET WIDE, LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT THE SOUTHEASTERLY CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION;
THENCE SOUTH 89° 12' 50" EAST ALONG THE SOUTHERLY LINE OF SAID SECTION A DISTANCE OF 639.09 FEET;
THENCE NORTH 1° 31' 53" EAST 281.30 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 55° 44' 56" WEST 35.66 FEET TO A LINE PARALLEL WITH AND 30 FEET WESTERLY, MEASURED AT RIGHT ANGLES FROM THE NORTHERLY PROLONGATION OF ABOVE DESCRIBED COURSE OF NORTH 1° 31' 53" EAST 281.30 FEET;

THENCE NORTH 1° 31' 53" EAST ALONG SAID PARALLEL LINE TO THE CENTER LINE OF BIG PINES HIGHWAY (FORMERLY LONE PINE CANYON ROAD), AS SHOWN ON MAP FILED IN BOOK 28, PAGE 43 OF RECORD OF SURVEYS, IN THE OFFICE OF THE REGISTRAR-RECORDER OF THE COUNTY OF LOS ANGELES.

THE WESTERLY AND SOUTHWESTERLY LINES OF ABOVE DESCRIBED 60-FOOT STRIP OF LAND SHALL BE PROLONGED SO AS TO TERMINATE AT THEIR POINT OF INTERSECTION.

EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN PUBLIC ROAD OR RECORD AS THE SAME EXISTED ON MARCH 19, 1981.

PARCEL 2:

A PORTION OF LAND LYING WITHIN SECTION 7, TOWNSHIP 3 NORTH, RANGE 7 WEST, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP OF BIG PINES HIGHWAY, RECORDED IN CSB-765 3269, PAGE A1 OF A3, RECORDS OF SAID LOS ANGELES COUNTY, STATE OF CALIFORNIA, SAID PORTION OF LAND ALSO DESCRIBED LYING WITHIN A PORTION OF LOT 4 BY TAX DEED, RECORD DOCUMENT NO. 80-273411, RECORDED MARCH 18, 1980, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY TAX COLLECTOR, OF SAID LOS ANGELES COUNTY, SAID STATE OF CALIFORNIA, SAID PORTION OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF COMMENCEMENT AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID BIG PINES HIGHWAY AND WESTERLY LINE OF SAID SECTION 7; THENCE SOUTH 00° 00' 35" WEST ALONG SAID WESTERLY LINE OF SAID SECTION 7, A DISTANCE OF 700.76 TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 62° 41' 40" EAST, A DISTANCE OF 161.94 FEET; THENCE SOUTH 27° 18' 20" WEST, A DISTANCE OF 87.85 FEET; THENCE SOUTH 77° 30' 00" WEST, A DISTANCE OF 106.11 FEET TO SAID WESTERLY LINE OF SAID SECTION 7; THENCE NORTH 00° 00' 35" EAST ALONG SAID WESTERLY LINE OF SAID SECTION 7, A DISTANCE OF 175.25 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

PARCEL 1 AS SHOWN ON CERTIFICATE OF COMPLIANCE NO. 102,065 AS EVIDENCED BY DOCUMENT RECORDED MARCH 21, 2003 AS INSTRUMENT NO. 03-808518 OF OFFICIAL RECORDS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 00° 00' 35" WEST A DISTANCE OF 1253.00 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL 2 OF DEED TO CALIFORNIA CITIES WATER COMPANY, RECORDED APRIL 5, 1965 IN INSTRUMENT NO. 1242 OF OFFICIAL RECORDS OF LOS ANGELES COUNTY;

THENCE ALONG SAID SOUTHERLY LINE, NORTH 62° 41' 40" WEST A DISTANCE OF 759.68 FEET; THENCE NORTH 46° 41' 40" WEST A DISTANCE OF 360.00 FEET; THENCE NORTH 68° 21' 40" WEST A DISTANCE OF 400.00 FEET; THENCE NORTH 64° 31' 40" WEST A DISTANCE OF 350.00 FEET; THENCE NORTH 59° 21' 40" WEST A DISTANCE OF 195.00 FEET; THENCE NORTH 70° 01' 40" WEST A DISTANCE OF 398.80 FEET; THENCE SOUTH 59° 48' 00" WEST A DISTANCE OF 168.00 FEET; THENCE NORTH 78° 30' 00" WEST A DISTANCE OF 135.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID COURSE, NORTH 78° 30' 00" WEST A DISTANCE OF 130.00 FEET; THENCE SOUTH 34° 59' 30" WEST A DISTANCE OF 37.83 FEET; THENCE LEAVING SAID SOUTHERLY LINE, ALONG THE NORTHEASTERLY PROLONGATION OF A COURSE DESCRIBED IN DEED TO SWARTHOUT VALLEY WATER COMPANY, RECORDED OCTOBER 22, 1965 AS INSTRUMENT NO. 4233, BOOK D3091 PAGE 135 OF OFFICIAL RECORDS OF LOS ANGELES COUNTY, AS "SOUTH 71° 11' 40" WEST 359.11 FEET"; THENCE ALONG SAID LINE, SOUTH 71° 11' 40" WEST A DISTANCE OF 402.72 FEET; THENCE LEAVING SAID LINE, SOUTH 00° 07' 45" WEST A DISTANCE OF 744.03 FEET; THENCE SOUTH 89° 52' 15" EAST A DISTANCE OF 530.00 FEET; THENCE NORTH 00° 07' 45" EAST A DISTANCE OF 880.12 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 4:

THOSE PORTIONS OF LOTS 1 TO 9 INCLUSIVE, LYING WESTERLY OF THE EASTERLY BOUNDARY LINE OF THE COUNTY OF LOS ANGELES, ALL IN SECTION 7, TOWNSHIP 3 NORTH, RANGE 7 WEST, OF THE SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE, AND ALL LYING SOUTHERLY OF THE SOUTHERLY LINE OF BIG PINES HIGHWAY (70 FEET IN WIDTH).

EXCEPTING THEREFROM THOSE PORTIONS OF LOTS 2, 3, 4 AND 5 OF SAID SECTION 7, LYING WITHIN THE LAND AS DESCRIBED IN PARCEL 3 TO SWARTHOUT VALLEY WATER COMPANY IN INSTRUMENT NO. 657, IN BOOK 19026 PAGE 292, RECORDED JANUARY 10, 1942 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM TRACT MAP NO. 23533, AS PER MAP RECORDED IN BOOK 631 PAGES 37 AND 38 OF MAPS, RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM TRACT MAP NO. 28756, AS PER MAP RECORDED IN BOOK 787 PAGES 44 AND 45 OF MAPS, RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM TRACT MAP NO. 30747, AS PER MAP RECORDED IN BOOK 812 PAGES 97 AND 98 OF MAPS, RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM TRACT MAP NO. 45783, AS PER MAP RECORDED IN BOOK 1194 PAGES 51 TO 53 INCLUSIVE OF MAPS, RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THOSE PORTIONS OF LOTS 1, 2, 5 AND 6 LYING WESTERLY OF THE EASTERLY BOUNDARY LINE OF THE COUNTY OF LOS ANGELES, ALL IN SECTION 7, TOWNSHIP 3 NORTH, RANGE 7 WEST, OF THE SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE;

BOUNDED WESTERLY BY THE EASTERLY LINE OF THE PROPERTY DESCRIBED AS PARCEL 3, IN A DEED TO SWARTHOUT VALLEY WATER COMPANY, RECORDED JANUARY 10, 1942, AS INSTRUMENT NO. 657 BOOK 19026 PAGE 292 OF OFFICIAL RECORDS AND ON THE SOUTH BY THE NORTHERLY LINE OF LOT 1 THROUGH 12 OF TRACT 23533 RECORDED IN BOOK 631 PAGES 37 AND 38 OF MAPS OFFICIAL RECORDS AND ON THE EAST BY THE WESTERLY LINE OF FLUME CANYON DRIVE AS SHOWN ON THE ABOVE MENTIONED TRACT 23533 AND ON THE NORTH BY THE SOUTHERLY LINE OF BIG PINES HIGHWAY ALSO AS SHOWN ON SAID TRACT 23533, OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING THAT PARCEL BOUNDED ON THE EAST BY THE WESTERLY COUNTY LINE OF SAN BERNARDINO AND ON THE SOUTH BY THE NORTHERLY LINE OF LOTS 64 THROUGH 66 AND 68 OF TRACT 23533 RECORDED IN BOOK 631 PAGES 37 AND 38 OF MAPS OFFICIAL RECORDS AND ON THE EAST BY THE EASTERLY LINE OF FLUME CANYON DRIVE AS SHOWN ON THE ABOVE MENTIONED TRACT 23533 AND ON THE NORTH BY THE SOUTHERLY LINE OF BIG PINES HIGHWAY ALSO AS SHOWN ON SAID TRACT 23533, OFFICIAL RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION OF LAND MORE FULLY DESCRIBED IN GRANT DEED RECORDED DECEMBER 28, 2006 AS INSTRUMENT NO. 06-2882179 OF OFFICIAL RECORDS.

PARCEL 5:

ALL THOSE PORTIONS OF GOVERNMENT LOTS 2, 3, 4 AND 5 IN SECTION 7, TOWNSHIP 3 NORTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 7, SOUTH 0° 0' 35" WEST 552.24 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 12, SAID POINT BEING ON THE SOUTHERLY LINE OF THE ABOVE MENTIONED STATE HIGHWAY; THENCE ALONG THE SOUTHERLY LINE OF SAID HIGHWAY SOUTH 83° 16' EAST 500.70 FEET TO A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1470 FEET AND A CENTRAL ANGLE OF 20° 49' 25"; THENCE ALONG THE ARC OF SAID CURVE IN AN EASTERLY DIRECTION A DISTANCE OF 534.26 FEET; THENCE SOUTH 62° 26' 35" EAST 19.08 FEET; THENCE LEAVING SAID ROAD SOUTH 7° 38' 20" WEST 615.01 FEET; THENCE SOUTH 78° 38' 20" WEST 500.00 FEET; THENCE NORTH 62° 41' 40" WEST 505.32 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 7; THENCE ALONG THE SAID WEST LINE OF SECTION 7, NORTH 0° 0' 35" EAST 700.76 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE EASTERLY 100.00 FEET THEREOF.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF LYING WESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THAT CERTAIN CURVE IN THE NORTHERLY BOUNDARY OF SAID LAND, HAVING A RADIUS OF 1470 FEET, DISTANT EASTERLY THEREOF, THROUGH A CENTRAL ANGLE OF 11° 42' 36" AN ARC DISTANCE OF 300.44 FEET FROM THE WESTERLY TERMINUS THEREOF; THENCE SOUTH 11° 38' 15" WEST 428.51 FEET; THENCE SOUTH 33° 08' 20" WEST 463.89 FEET, TO AN ANGLE POINT IN THE SOUTHERLY BOUNDARY OF SAID LAND.

ALSO EXCEPT THEREFROM THAT PORTION AS CONVEYED TO THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY RECORDED JULY 6, 1992 AS INSTRUMENT NO. 92-1222587 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE WEST ONE-HALF OF SECTION 7, TOWNSHIP 3 NORTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 13 OF TRACT NO. 23533 AS PER MAP RECORDED IN BOOK 631, PAGES 37 AND 38 OF MAPS, IN THE OFFICE OF THE REGISTRAR-RECORDER OF SAID COUNTY; THENCE NORTH 66° 49' 35" WEST ALONG THE NORTHWESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 13 A DISTANCE OF 102.25 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 400.00 FEET, A RADIAL TO SAID CURVE BEARS SOUTH 77° 05' 08" WEST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41° 25' 43" AN ARC DISTANCE OF 289.23 FEET TO THE NORTHWESTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 12 OF SAID TRACT NO. 23533; THENCE SOUTH 73° 11' 20" EAST ALONG SAID PROLONGATION 119.60 FEET TO THE NORTHWEST CORNER OF SAID LOT 12; THENCE SOUTH 11° 38' 15" WEST ALONG THE WESTERLY LINE OF SAID TRACT NO. 23533 A DISTANCE OF 292.00 FEET TO THE POINT OF BEGINNING.

PARCEL 5A:

THE EASTERLY 100 FEET OF THOSE PORTIONS OF LOTS 2, 3, 4 AND 5 OF SAID SECTION 7, TOWNSHIP 3 NORTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 7, SOUTH 0° 0' 35" WEST 552.24 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 12, SAID POINT BEING ON THE SOUTHERLY LINE OF THE ABOVE MENTIONED STATE HIGHWAY;
THENCE ALONG THE SOUTHERLY LINE OF SAID HIGHWAY, SOUTH 83° 16' EAST 500.70 FEET TO A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1470 FEET AND A CENTRAL ANGLE OF 20° 49' 25";
THENCE ALONG THE ARC OF SAID CURVE IN AN EASTERLY DIRECTION, A DISTANCE OF 534.26 FEET;
THENCE SOUTH 62° 26' 35" EAST 19.08 FEET;
THENCE LEAVING SAID ROAD SOUTH 7° 38' 20" WEST 615.01 FEET;
THENCE SOUTH 78° 38' 20" WEST 500.00 FEET;
THENCE NORTH 62° 41' 40" WEST 505.32 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 7;
THENCE ALONG THE SAID WEST LINE OF SECTION 7, NORTH 0° 0' 35" EAST 700.76 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN THE LINES OF TRACT NO. 23533, AS PER MAP RECORDED IN BOOK 631, PAGES 37 AND 38 OF MAPS, RECORDS OF SAID COUNTY.

PARCEL 6:

THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 12;
THENCE NORTH 89° 05' 10" WEST, 489.16 FEET TO THE TRUE POINT OF BEGINNING; THENCE
CONTINUING ALONG SAID LINE NORTH 89° 03' 10" WEST, 150.00 FEET; THENCE SOUTH 51° 40' 30"
EAST, 186.99 FEET; THENCE NORTH 1° 39' 33" EAST, 113.61 FEET TO THE POINT OF BEGINNING.

PARCEL 6A:

ALL THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 8 WEST,
SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF
CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 12;
THENCE NORTH 89° 05' 10" WEST, 639.16 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH
51° 40' 30" EAST, 186.99 FEET; THENCE SOUTH 1° 39' 33" WEST, 16.39 FEET; THENCE NORTH 89° 05' 10"
WEST, PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4, 785.70 FEET TO A POINT ON
THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12; THENCE NORTH 0° 09' 45"
EAST ALONG SAID WEST LINE, 130.00 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST
1/4; THENCE SOUTH 89° 05' 10" EAST, 639.09 FEET TO THE POINT OF BEGINNING.

PARCELS 6 AND 6A IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RCOC
2007-00274 RECORDED OCTOBER 26, 2007 AS INSTRUMENT NO. 07-2430526 OF OFFICIAL RECORDS.

PARCEL 6B:

A 60 FOOT WIDE ROAD AND UTILITY EASEMENT OVER, UNDER AND ACROSS THAT PORTION OF
THE SOUTH 1/2 OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 8 WEST, SAN BERNARDINO BASE AND
MERIDIAN, THE CENTERLINE OF SAID 60 FOOT WIDE EASEMENT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 1; THENCE
NORTH 89° 05' 10" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, 618.33 FEET TO THE
TRUE POINT OF BEGINNING OF THE CENTERLINE OF SAID EASEMENT; THENCE NORTH 3° 41' 56"
EAST, 48.72 FEET; THENCE NORTH 19° 26' 11" EAST, 145.39 FEET; THENCE NORTH 10° 08' 04" WEST,
66.01 FEET; THENCE NORTH 55° 44' 54" WEST, 63.45 FEET TO THE WESTERLY TERMINUS OF SAID
EASEMENT, SAID POINT LYING ON THE EAST LINE OF THE BIG PINES RECREATION CAMP.

PARCEL 7:

PARCEL 2 AS SHOWN ON THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE
ADJUSTMENT, CERTIFICATE OF COMPLIANCE NO. 102,065 RECORDED MARCH 21, 2003 AS
INSTRUMENT NO. 03-808518 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

THOSE PORTIONS OF THE EAST ONE-HALF OF THE NORTHWEST QUARTER, THE NORTHEAST
QUARTER AND THE NORTH ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 3
NORTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 12;
THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 00° 00' 35" WEST, A DISTANCE OF 1253.00
FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL 2 OF DEED TO CALIFORNIA CITIES WATER
COMPANY, RECORDED APRIL 5, 1965 IN INSTRUMENT NO. 1242 OF OFFICIAL RECORDS OF LOS
ANGELES COUNTY;

THENCE ALONG SAID SOUTHERLY LINE, NORTH 62° 41' 40" WEST, A DISTANCE OF 759.68 FEET;
THENCE NORTH 46° 41' 40" WEST, A DISTANCE OF 360.00 FEET;

THENCE NORTH 68° 21' 40" WEST, A DISTANCE OF 400.00 FEET TO THE TRUE POINT OF BEGINNING,
THENCE CONTINUING ALONG SAID LINE, NORTH 64° 31' 40" WEST, A DISTANCE OF 350.00 FEET;
THENCE NORTH 59° 21' 40" WEST, A DISTANCE OF 195.00 FEET;
THENCE NORTH 70° 01' 40" WEST, A DISTANCE OF 398.80 FEET;
THENCE SOUTH 59° 48' 00" WEST, A DISTANCE OF 168.00 FEET;
THENCE NORTH 78° 30' 00" WEST, A DISTANCE OF 135.00 FEET;
THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 00° 07' 45" WEST, A DISTANCE OF 880.12 FEET;
THENCE NORTH 89° 52' 15" WEST, A DISTANCE OF 530.00 FEET;
THENCE NORTH 00° 07' 45" EAST, A DISTANCE OF 744.03 FEET TO A POINT ON THE SOUTHERLY
LINE OF DEED TO SWARTHOUT VALLEY WATER COMPANY, RECORDED OCTOBER 22, 1965 AS
INSTRUMENT NO. 4233, BOOK D3091 PAGE 135 OF OFFICIAL RECORDS OF LOS ANGELES COUNTY;
THENCE ALONG SAID SOUTHERLY LINE, SOUTH 71° 11' 40" WEST, A DISTANCE OF 295.34 FEET;
THENCE SOUTH 40° 08' 21" WEST, A DISTANCE OF 1082.89 FEET TO A POINT ON THE WEST LINE OF
THE EAST ONE-HALF OF SAID NORTHWEST QUARTER;
THENCE SOUTHERLY ALONG SAID WEST LINE TO THE SOUTHWEST CORNER THEREOF;
THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO THE
NORTHWEST CORNER OF THE SOUTHEAST QUARTER;
THENCE SOUTHERLY ALONG THE WEST LINE THEREOF TO THE SOUTH LINE OF THE NORTH ONE
HALF;
THENCE EASTERLY ALONG SAID SOUTH LINE OF THE NORTH ONE-HALF TO THE SOUTHEAST
CORNER THEREOF;
THENCE ALONG THE EAST LINE OF SAID NORTH ONE-HALF TO THE SOUTHEAST CORNER OF THE
NORTHEAST QUARTER;
THENCE ALONG THE EAST LINE TO A POINT ON THE SOUTHERLY LINE OF DEED TO
WRIGHTWOOD DEVELOPMENT COMPANY RECORDED DECEMBER 29, 1972 AS INSTRUMENT NO.
6494 OF OFFICIAL RECORDS;
THENCE ALONG SAID SOUTHERLY LINE, SOUTH 77° 30' 00" WEST, A DISTANCE OF 178.36 FEET;
THENCE SOUTH 55° 09' 00" WEST, A DISTANCE OF 200.00 FEET;
THENCE SOUTH 38° 26' 00" WEST, A DISTANCE OF 250.00 FEET;
THENCE NORTH 83° 07' 00" WEST, A DISTANCE OF 270.00 FEET;
THENCE SOUTH 52° 19' 00" WEST, A DISTANCE OF 250.00 FEET;
THENCE SOUTH 16° 19' 00" WEST, A DISTANCE OF 350.00 FEET;
THENCE SOUTH 39° 25' 00" WEST, A DISTANCE OF 150.00 FEET;
THENCE SOUTH 88° 05' 00" WEST, A DISTANCE OF 430.00 FEET;
THENCE NORTH 01° 55' 00" WEST, A DISTANCE OF 130.00 FEET;
THENCE NORTH 57° 46' 00" EAST, A DISTANCE OF 300.00 FEET;
THENCE NORTH 20° 07' 00" EAST, A DISTANCE OF 150.00 FEET;
THENCE NORTH 11° 58' 00" WEST, A DISTANCE OF 250.00 FEET;
THENCE NORTH 26° 10' 00" EAST, A DISTANCE OF 350.00 FEET;
THENCE NORTH 53° 07' 00" EAST, A DISTANCE OF 300.00 FEET;
THENCE NORTH 32° 02' 00" EAST, A DISTANCE OF 250.00 FEET;
THENCE NORTH 56° 25' 00" WEST, A DISTANCE OF 105.00 FEET;
THENCE SOUTH 50° 02' 00" WEST, A DISTANCE OF 230.00 FEET;
THENCE SOUTH 73° 42' 00" WEST, A DISTANCE OF 50.00 FEET;
THENCE SOUTH 50° 02' 00" WEST, A DISTANCE OF 300.00 FEET;
THENCE NORTH 61° 02' 00" WEST, A DISTANCE OF 200.00 FEET;
THENCE NORTH 21° 02' 00" EAST, A DISTANCE OF 320.00 FEET;
THENCE NORTH 15° 53' 00" EAST, A DISTANCE OF 365.00 FEET TO A POINT ON THE SOUTH LINE OF
SAID DEED TO CALIFORNIA CITIES WATER COMPANY AND THE TRUE POINT OF BEGINNING.

PARCEL 8:

THOSE PORTIONS OF LOTS 1, 2, 5 AND 6 LYING WESTERLY OF THE EASTERLY BOUNDARY LINE OF
THE COUNTY OF LOS ANGELES, ALL IN SECTION 7, TOWNSHIP 3 NORTH, RANGE 7 WEST, OF THE
SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,
ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE.

BOUNDED WESTERLY BY THE EASTERLY LINE OF THE PROPERTY DESCRIBED AS PARCEL 3, IN A DEED TO SWARTHOUT VALLEY WATER COMPANY, RECORDED JANUARY 10, 1942, AS INSTRUMENT NO. 657 BOOK 19026 PAGE 292 OF OFFICIAL RECORDS AND ON THE SOUTH BY THE NORTHERLY LINE OF LOT 1 THROUGH 12 OF TRACT 23533 RECORDED IN BOOK 631 PAGES 37 AND 38 OF MAPS OFFICIAL RECORDS AND ON THE EAST BY THE WESTERLY LINE OF FLUME CANYON DRIVE AS SHOWN ON THE ABOVE MENTIONED TRACT 23533 AND ON THE NORTH BY THE SOUTHERLY LINE OF BIG PINES HIGHWAY ALSO AS SHOWN ON SAID TRACT 23533, OFFICIAL RECORDS OF SAID COUNTY.

PARCEL 9:

THOSE PORTIONS OF LOTS 1 AND 6 LYING WESTERLY OF THE EASTERLY BOUNDARY LINE OF THE COUNTY OF LOS ANGELES, ALL IN SECTION 7, TOWNSHIP 3 NORTH, RANGE 7 WEST, OF THE SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE.

BOUNDED ON THE EAST BY THE WESTERLY COUNTY LINE OF SAN BERNARDINO AND ON THE SOUTH BY THE NORTHERLY LINE OF LOT 64 THROUGH 66 AND 68 OF TRACT 23533 RECORDED IN BOOK 631 PAGES 37 AND 38 OF MAPS OFFICIAL RECORDS AND ON THE EAST BY THE EASTERLY LINE OF FLUME CANYON DRIVE AS SHOWN ON THE ABOVE MENTIONED TRACT 23533 AND ON THE NORTH BY THE SOUTHERLY LINE OF BIG PINES HIGHWAY, ALSO AS SHOWN ON SAID TRACT 23533, OFFICIAL RECORDS OF SAID COUNTY.

PARCEL 10:

A 60 FOOT WIDE ROAD AND UTILITY EASEMENT OVER AND ACROSS THOSE PORTIONS OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN AND OVER THOSE PORTIONS OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 8 WEST, AND OVER THOSE PORTIONS OF GOVERNMENT LOTS 4 AND 5 IN SECTION 7, TOWNSHIP 3 NORTH, RANGE 7 WEST THE CENTERLINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID SECTION 7, SOUTH 0° 0' 35" WEST 552.24 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 12, SAID POINT BEING ON THE SOUTHERLY LINE OF A 60 FOOT WIDE STATE HIGHWAY KNOWN AS "SWARTHOUT CANYON ROAD",
THENCE ALONG THE SOUTHERLY LINE OF SAID HIGHWAY, SOUTH 83° 16' EAST 500.70 FEET TO A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1470 FEET AND A CENTRAL ANGLE OF 11° 42' 36";
THENCE ALONG THE ARC OF SAID CURVE IN AN EASTERLY DIRECTION A DISTANCE OF 300.44 FEET, THENCE LEAVING THE SOUTHERLY LINE OF SAID STATE HIGHWAY SOUTH 11° 38' 15" WEST 428.51 FEET TO THE TRUE POINT OF BEGINNING OF THE CENTERLINE OF SAID EASEMENT;
THENCE SOUTH 63° 57' 19" WEST 433.40 FEET;
THENCE NORTH 56° 35' 41" WEST 591.49 FEET;
THENCE SOUTH 65° 19' 11" WEST 495.89 FEET;
THENCE NORTH 72° 31' 56" WEST 322.73 FEET;
THENCE NORTH 66° 31' 11" WEST 749.83 FEET;
THENCE NORTH 57° 22' 15" WEST 214.41 FEET;
THENCE NORTH 71° 51' 45" WEST 381.55 FEET;
THENCE SOUTH 65° 51' 15" WEST 199.77 FEET;
THENCE NORTH 75° 46' 23" WEST 190.58 FEET;
THENCE SOUTH 72° 13' 37" WEST 188.84 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT A;
THENCE CONTINUING SOUTH 72° 13' 37" WEST 299.10 FEET;
THENCE SOUTH 87° 15' 07" WEST 248.44 FEET TO THE WESTERLY TERMINUS OF SAID EASEMENT.
TOGETHER WITH A 60 FEET WIDE ROAD AND UTILITY EASEMENT OVER, UNDER AND ACROSS

THAT PORTION OF THE NORTH 1/2 OF SAID SECTION 12 AND THE SOUTH 1/2 OF SAID SECTION 1,
THE CENTERLINE OF SAID 60 FOOT WIDE EASEMENT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFORESAID POINT A;
THENCE NORTH 56° 37' 53" WEST 196.43 FEET;
THENCE NORTH 37° 15' 48" WEST 138.57 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT B;
THENCE NORTH 58° 07' 08" WEST 265.17 FEET;
THENCE NORTH 39° 52' 44" WEST 78.80 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT C;
THENCE NORTH 10° 08' 04" WEST 66.01 FEET;
THENCE NORTH 55° 44' 56" WEST TO A POINT IN THE EAST LINE OF BIG PINES RECREATION CAMP;
SAID EAST LINE HAVING A BEARING AND DISTANCE OF NORTH 1° 39' 33" EAST 682.13 FEET; THE
SOUTHERLY TERMINUS OF SAID EAST LINE BEING MARKED AS B.P.R.C NO. 46, AS SHOWN ON
COUNTY SURVEYOR'S MAP "B"-771 SHEET 1 ON FILE IN THE OFFICE OF THE COUNTY ENGINEER
OF SAID COUNTY AND DISTANT SOUTH 89° 05' 10" EAST 639.09 FEET FROM THE SOUTHWEST
CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1.

TOGETHER WITH A 60 FOOT WIDE ROAD AND UTILITY EASEMENT OVER, UNDER AND ACROSS
THAT PORTION OF SAID SECTION 12, THE CENTERLINE OF SAID EASEMENT BEING DESCRIBED AS
FOLLOWS:

BEGINNING AT THE AFORESAID POINT B;
THENCE SOUTH 71° 47' 37" WEST 95.60 FEET;
THENCE SOUTH 33° 40' 22" WEST 409.57 FEET TO THE SOUTHERLY TERMINUS OF SAID EASEMENT
TOGETHER WITH A 60 FOOT WIDE ROAD AND UTILITY EASEMENT OVER, UNDER AND ACROSS
THAT PORTION OF SAID SECTION 1, THE CENTERLINE OF SAID 60 FOOT WIDE EASEMENT BEING
DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFORESAID POINT C;
THENCE SOUTH 19° 26' 11" WEST 145.39 FEET;
THENCE SOUTH 3° 41' 56" WEST TO A TERMINUS IN THE NORTH LINE OF THAT CERTAIN PARCEL
OF LAND CONVEYED TO THE NEIGHBORHOOD YOUTH ASSOCIATION BY DEED RECORDED
OCTOBER 11, 1965 AS INSTRUMENT NO. 2614 RECORDS OF LOS ANGELES COUNTY.

PARCEL 11:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, TOGETHER WITH THE RIGHT TO
CONSTRUCT, MAINTAIN, OPERATE AND USE, A PRIVATE STREET AND UTILITIES OVER THAT
PORTION OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 8 WEST, S.B.M. WITHIN
A STRIP OF LAND 60 FEET WIDE, LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED
CENTER LINE:

COMMENCING AT THE SOUTHEASTERLY CORNER OF THE WEST HALF OF THE SOUTHWEST
QUARTER OF SAID SECTION;
THENCE SOUTH 89° 12' 50" EAST ALONG THE SOUTHERLY LINE OF SAID SECTION A DISTANCE OF
639.09 FEET;
THENCE NORTH 1° 31' 53" EAST 281.30 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 55° 44' 56" WEST 35.66 FEET TO A LINE PARALLEL WITH AND 30 FEET WESTERLY,
MEASURED AT RIGHT ANGLES FROM THE NORTHERLY PROLONGATION OF ABOVE DESCRIBED
COURSE OF NORTH 1° 31' 53" EAST 281.30 FEET;

THENCE NORTH 1° 31' 53" EAST ALONG SAID PARALLEL LINE TO THE CENTER LINE OF BIG PINES
HIGHWAY (FORMERLY LONE PINE CANYON ROAD), AS SHOWN ON MAP FILE IN BOOK 28, PAGE 43
OF RECORD OF SURVEYS, IN THE OFFICE OF THE REGISTRAR-RECORDER OF THE COUNTY OF LOS
ANGELES.

THE WESTERLY AND SOUTHWESTERLY LINES OF ABOVE DESCRIBED 60-FOOT STRIP OF LAND SHALL BE PROLONGED SO AS TO TERMINATE AT THEIR POINT OF INTERSECTION.

EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN PUBLIC ROAD OF RECORD AS SAME EXISTED ON MARCH 19, 1981.