

PHASE II ARCHAEOLOGICAL TESTING

**APPLE BEAR COMMERCIAL PROJECT
TOWN OF APPLE VALLEY
SAN BERNARDINO COUNTY, CALIFORNIA**

LSA

April 2023

PHASE II ARCHAEOLOGICAL TESTING

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TOWN OF APPLE VALLEY
SAN BERNARDINO COUNTY, CALIFORNIA**

Prepared for:

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LSA Project No. WDN2201

National Archaeological Database Information:

Type of Study: Phase II Testing, minimal positive results

Sites Recorded: LSA- WDN2201-S-1 (update)

USGS Quadrangle: Apple Valley South, California

Acreage: 8.88 acres (gross)



April 2023

MANAGEMENT SUMMARY

Wood Investments Companies, Inc. retained LSA to conduct a Phase II archaeological testing program of site LSA-WDN2201-S-1 on the proposed Apple Bear Commercial Project (project) in the Town of Apple Valley (Town), San Bernardino County, California. The Town of Apple Valley (Town) required this study as part of the environmental review process to comply with the California Environmental Quality Act (CEQA).

In 2022, LSA conducted a cultural resources assessment for the project area that identified remnant features of what appeared to be a historic-period agricultural complex (LSA-WDN2201-S-1). Property-specific research was subsequently conducted along with Phase II testing. The research revealed that the site does not appear to be related to the Jess Ranch and the minimal results of the testing (nothing contributing to understanding the resource) indicate it is neither a “unique archaeological resource” nor “historical resource,” under CEQA. However, there is still some potential for subsurface deposits or artifacts that may be of local interest, so Worker’s Environmental Awareness Program (WEAP) training for construction grading/excavation crews is recommended.

If buried cultural resources are encountered during earthmoving operations associated with the project, all work in that area should be halted or diverted until a qualified archaeologist can evaluate the nature and significance of the finds.

In the event human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be Native American, the County Coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 48 hours of notification by the NAHC. The MLD will have the opportunity to offer recommendations for the disposition of the remains.

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LIST OF ABBREVIATIONS AND ACRONYMS

APN	Assessor's Parcel Number
CCR	California Code of Regulations
CEQA	California Environmental Quality Act
CRHR	California Register of Historical Resources
MLD	Most Likely Descendant
NAHC	Native American Heritage Commission
PRC	Public Resources Code
project	Apple Bear Commercial Project
Town	Town of Apple Valley

INTRODUCTION

Wood Investments Companies, Inc. retained LSA to conduct Phase II testing for the proposed Apple Bear Commercial Project (project) in the Town of Apple Valley, (Town) San Bernardino County, California. This testing program was completed pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Chapter 2.6, Section 21083.2, and California Code of Regulations (CCR) Title 14, Chapter 3, Article 5, Section 15064.5. The research and field surveys were conducted to determine whether the proposed project could adversely affect any resources considered historical resources by CEQA.

The project area is at the southwest corner of Bear Valley Road and Flying Feather Road in the Town of Apple Valley. It is bounded by Bear Valley Road and commercial development to the north with open land to the south, east and west. The project site is depicted on the United States Geological Survey (USGS) *Apple Valley South* topographic quadrangle map in Section 6 of Township 4 South, Range 3 West, San Bernardino Baseline and Meridian (USGS 1980) (Figure 1). The project area is 8.88 acres (gross), Assessor's Parcel Number (APN) 043402135000 and the northern portions of APNs 0434021100000 and 043402137000. The proposed project is commercial development.

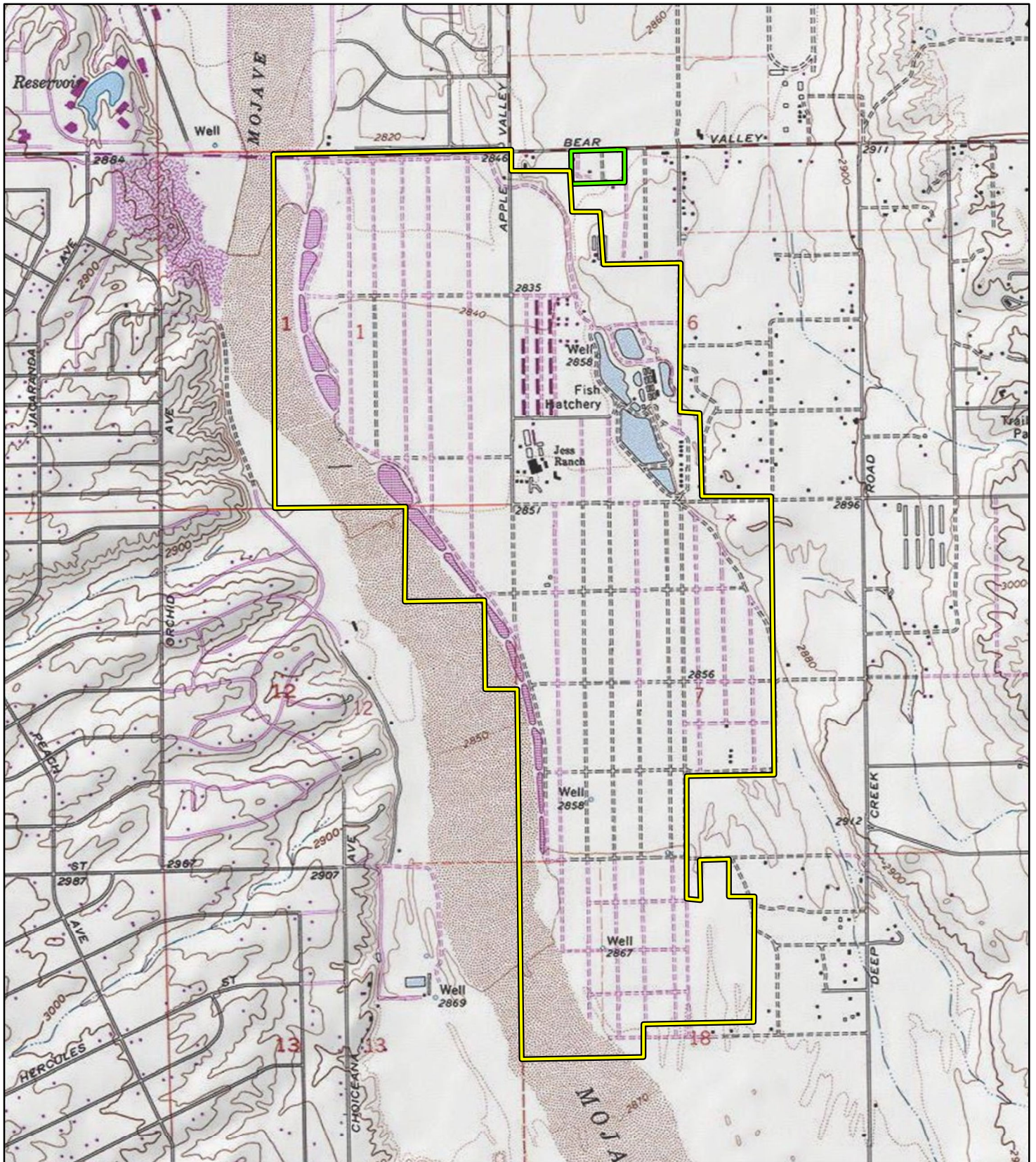
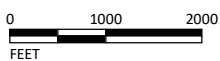


FIGURE 1

LSA

LEGEND

- Project Area
- Former Jess Ranch Lands



SOURCE: USGS 7.5' Quad - Apple Valley South (1980), Hesperia (1980), CA; Archaeological Records Check and Reconnaissance Survey, Jess Ranch Property, San Bernardino County, California (1980)

I:\WDN2201\GIS\MXD\Cultural\LSA_WDN_2201_S_1_TestingPlan.mxd (1/27/2023)

SETTING

NATURAL SETTING

Climate and Watershed

The project region is characterized by an arid climate, with dry, hot summers and moderate winters. Rainfall ranges from 5 to 8 inches annually (Beck and Haase 1974). Precipitation usually occurs in the form of winter rain, with warm, monsoonal showers in summer. The nearest natural reliable source of water is the Mojave River, which drains south 0.6 mile west of the project.

Biology

At an average elevation of approximately 2,850 feet, the project is within the Lower Sonoran Life Zone of California (Schoenherr 1992), which ranges from below sea level to 3,500 feet in elevation. The Creosote Desert Scrub plants observed included creosote, Joshua tree, and sparse xeric grass. Extensive fauna are known locally, including many endemic species of reptiles, birds, and insects.

Geology

The project is in the Mojave Desert Geomorphic Province, which forms an elevated alluvial plain with large expanses of desert punctuated by isolated mountain ranges (California Geological Survey, 2002; Norris and Webb, 1976). This province is on a wedge-shaped fault block bounded by the San Andreas Fault Zone and Transverse Ranges to the southwest and the Garlock Fault Zone and Tehachapi Mountains to the north (California Geological Survey, 2002; Norris and Webb, 1976). Because the province extends into Nevada, the state line forms the eastern boundary for California (California Geological Survey, 2002; Norris and Webb, 1976). Precambrian through Mesozoic igneous, metamorphic, and sedimentary rocks comprise the basement and many of the mountain ranges throughout the province, while Cenozoic sedimentary and igneous rocks fill the basins, line the flanks of the mountain ranges, and form subordinate features (Norris and Webb, 1976; Sharp, 1976). The province has an enclosed drainage with many playas, or dry lakes, that currently only fill with water for a short period of time during storm events (California Geological Survey, 2002; Sharp, 1976). During the Pleistocene, however, these dry lakes may have been filled with water year-round (Norris and Webb, 1976).

Geologic mapping indicates the entire project is underlain by Young Axial Channel Deposits, which are Holocene to late Pleistocene in age (less than 129,000 years ago) (Cohen et al., 2022; Morton and Miller, 2006). They formed as silt, sand, and gravel were carried down from higher elevations in the San Bernardino Mountains (Morton and Miller, 2006).

CULTURAL SETTING

Prehistory

Chronologies of prehistoric cultural change in Southern California have been attempted numerous times, and several are reviewed in Moratto (1984). No single description is universally accepted as the various chronologies are based primarily on material developments identified by researchers familiar with sites in a particular region and variation exists essentially due to the differences in

those items found at the sites. Small differences occur over time and space, which combine to form patterns that are variously interpreted.

Currently, two primary regional culture chronology syntheses are commonly referenced in the archaeological literature. The first, Wallace (1955), describes four cultural horizons or time periods: Horizon I – Early Man (9000–6000 BC), Horizon II – Milling Stone Assemblages (6000–3000 BC), Horizon III – Intermediate Cultures (3000 BC–AD 500), and Horizon IV – Late Prehistoric Cultures (AD 500–historic contact). This chronology was refined (Wallace 1978) using absolute chronological dates obtained after 1955.

The second cultural chronology (Warren 1968) is based broadly on Southern California prehistoric cultures and was also revised (Warren 1984; Warren and Crabtree 1986). Warren’s (1984) chronology includes five periods in prehistory: Lake Mojave (7000–5000 BC), Pinto (5000–2000 BC), Gypsum (2000 BC–AD 500), Saratoga Springs (AD 500–1200), and Protohistoric (AD 1200–historic contact). Changes in settlement pattern and subsistence focus are viewed as cultural adaptations to a changing environment, which begins with gradual environmental warming in the late Pleistocene, continues with the desiccation of the desert lakes, followed by a brief return to pluvial conditions, and concludes with a general warming and drying trend, with periodic reversals that continue to the present (Warren and Crabtree 1986).

Ethnography

The project area is within the traditional cultural territory of the Serrano (Kroeber 1925; Heizer 1968). Tribal territories were somewhat fluid and changed over time. The first written accounts of the Serrano are attributed to the mission fathers, and later documentation was by Benedict (1924), Bright (1975), Strong (1929), and many others.

Serrano

The Serrano lived in the area generally north of Cahuilla territory (western Riverside County), occupying much of present-day San Bernardino County and northeastern Los Angeles County, but there is some overlap in the perceived ancestral areas. The term Serrano is Spanish for “mountaineer” or “highlander” and was given to people who inhabited the areas of the San Bernardino Mountains who had no associated mission.

The Serrano were hunter-gatherers who relied on the women to do much of the collecting while the men hunted and captured various animals. Although they exploited whatever flora were available in the area they happened to be, generally they collected acorns, pinion nuts, honey, mesquite, yucca, and cactus fruit in addition to various seeds, bulbs, and roots. Plants were consumed both raw and cooked. Food processing involved the use of manos, metates, mortars, and pestles. Antelope, deer, mountain sheep, rabbits, and rodents were killed and captured, and the most common hunting implements were the bow and arrow, throwing stick, traps, snares, and deadfalls. Meat was prepared in earth ovens, by boiling in watertight baskets, or by parching (Bean and Smith 1978).

Most of the Serrano lived in small villages near reliable sources of water (springs, perennial seeps, streams, and small lakes) (Benedict 1924). They lived in tule-covered, dome-shaped structures and

had ceremonial houses and sweat houses for their religious activities. The basic settlement unit was a village with a number of small satellite resource-gathering camps.

History

In California, the historic era is generally divided into three periods: the Spanish Period (1769 to 1821), the Mexican Period (1821 to 1848), and the American Period (1848 to present). Since there were no resources identified, the historic overview will focus on the local community during the American Period/20th century.

Apple Valley (from Town of Apple Valley 2023 except where otherwise noted)

Although the origin of the community's name is somewhat obscure, local apple orchards were well established by Max Ihmsen and others, occupying hundreds of acres within the valley by the mid-1910s. Large federal grants just prior to this time had encouraged homesteaders to occupy and improve thousands of additional acres, but the agricultural boom was short-lived and the local economic base reverted to mining (specifically limestone) and cattle ranching as a result of the United States' entry into World War I in 1917.

Oil tycoons Newt Bass and B.J. Westlund initiated residential development in Apple Valley soon after World War II, and a post office opened in 1949 (Town of Apple Valley 2023, Salley 1977). The former agricultural community was ultimately transformed into a bedroom community (incorporated in 1988), which it remains to this day (Bright 1998).

Jess Ranch. The project area is on the northwest corner of was formerly part of a locally renowned turkey ranch established by Stoddard Jess in 1932 (ABC 1980; USGS 1980 [Figure 1]).

The operation ultimately expanded to one of the largest in the western United States and diversified into trout farming and alfalfa cultivation, encompassing approximately 1,500 acres. However, it became unprofitable in the 1970s and ceased operations by the mid-1990s. The ranch land was gradually sold off for residential development beginning in the early 1980s.

METHODS

RECORD SEARCH

On October 14, 2023, a record search was conducted by staff at the South Central Coastal Information Center (SCCIC). The objectives of this record search were to (1) establish the status and extent of previously recorded sties, surveys and excavations within the project area and vicinity and to (2) note what types of resources might be expected to occur within the proposed project based on the existing data from known cultural resources sites within a 1-mile radius.

ADDITIONAL RESEARCH

From January to March 2023, South Environmental conducted additional property-specific research, including County of San Bernardino records and review of historic period aerials and maps.

NATIVE AMERICAN CONSULTATION

In accordance with Assembly Bill 52, The Town consulted local tribes regarding the project in February and March, 2023.

PHASE II TESTING

This Phase II excavation plan was designed to detect the presence or absence and type(s) of potential subsurface historic period cultural material (refuse or features) around the site features. The testing was also intended to determine any potential relationship between the site features (remnants of an agricultural complex) and the adjacent 1930s–1970s Jess Ranch and other historic sites in the vicinity of the project area.

Testing was conducted using mechanical excavation supervised by LSA Senior Archaeologist Riordan Goodwin, RA assisted by LSA Archaeological Technician Carlton Bennett on March 30, 2023. The edges of Features 1 and 3 through 8 were excavated with 2-foot-wide trenches down to the soil change (consolidation) at 3–4 feet in depth (Figure 2). Features 2, 9 and 10 are minor water management infrastructure and were not tested due to low potential for subsurface deposits. A single trench was excavated between Features 4 and 5 (4S/5N) due to their proximity (approximately 4 feet from each other).



FIGURE 2

LSA

- Provisional Resource Boundary
- Features
- Trenches



0 60 120
FEET

SOURCE: Google Imagery (2022)

J:\WDN2201\GIS\Pro\Apple Bear Project.aprx (4/14/2023)

Apple Bear Project
Phase II Testing Plan Map

RESULTS

RECORD SEARCH

Data from the record search conducted at the SCCIC indicate there have been 25 previous studies within 1 mile of the project site, none of which included any portion of the project area. Although there are no resources within the project area, 12 have been recorded within 1 mile, including 5 prehistoric resources (isolated artifacts) and 7 historic period resources (foundations, water conveyance features, refuse deposits, and a trail; see attached record search results). The nearest formally documented resource (on a Department of Parks and Recreation [DPR] resource record) was a 1960s–1980s historic period equine training facility (Viking Ranch, 36-029051) 0.46 mile (2,430 feet) east-northeast of the project area. However, the northeast corner of the former area of the historic period Jess Ranch (as defined in the 1980 assessment by Archaeological Planning Collaborative, report # SB-01043) is adjacent to the northwest corner of the project area (Figure 1).

ADDITIONAL RESEARCH

Property-specific research revealed the parcels were not owned by any of the individuals associated with the Jess Ranch (Dr. Harris Garcelon, Stoddard Jess, or Gay Lewis). In addition, the parcels were never owned by the same people, so possible relationships between the features on the respective parcels could not be determined (Carais 2023, Attachment A).

NATIVE AMERICAN CONSULTATION

No response was received from any of the tribal representatives contacted.

PHASE II TESTING

The testing yielded predominantly negative results, with some temporally ambiguous and trace historic-period refuse (see Table A and below).

Table A: Phase II Testing Results

Feature	Trench No.	Depth	Recovery	Soils
1	1N	3-4 feet	Concrete septic tank	Sandy silt
1	1S	3-4 feet	-	Sandy silt
1	1E	3-4 feet	-	Sandy silt
1	1W	3-4 feet	-	Sandy silt
3	3N	3-4 feet	-	Sandy silt
3	3S	3-4 feet	A few 1950s and temporally ambiguous bottles in footing	Sandy silt
3	3E	3-4 feet	-	Sandy silt
3	3W	3-4 feet	-	Sandy silt
4	4N	3-4 feet	-	Sandy silt
4	4S/5N	3-4 feet	Trace modern refuse (No recovery between F-4 and F-5)	Sandy silt
4	4E	3-4 feet	-	Sandy silt
4	4W	3-4 feet	-	Sandy silt

Table A: Phase II Testing Results

Feature	Trench No.	Depth	Recovery	Soils
5	4S/5N	3-4 feet	No recovery between F-4 and F-5	Sandy silt
5	5S	3-4 feet	-	Sandy silt
5	5E	3-4 feet	Temporally ambiguous refuse (sanitary food can)	Sandy silt
5	5W	3-4 feet	-	Sandy silt
6	6N	3-4 feet	-	Sandy silt
6	6S	3-4 feet	-	Sandy silt
6	6E	3-4 feet	-	Sandy silt
6	6W	3-4 feet	-	Sandy silt
7	1N	3-4 feet	-	Sandy silt
7	1S	3-4 feet	-	Sandy silt
7	1E	3-4 feet	-	Sandy silt
7	1W	3-4 feet	Metal septic tank	Sandy silt
8	8N	3-4 feet	-	Sandy silt
8	8S	3-4 feet	-	Sandy silt
8	8E	3-4 feet	Temporally ambiguous refuse (sanitary food can)	Sandy silt
8	8W	3-4 feet	-	Sandy silt

Source: Compiled by LSA (2023).

The following are additional observations/information on each feature.

Feature 1

This was a residence of wood frame and cement plaster construction with a septic tank on its northwest corner—charred structural debris indicate it burned down.

Feature 3

This may have been a residence due to its size and apparent toilet plumbing in its southwest corner. A portion of the original slab was resurfaced with 1 inch-thick cement, suggesting the building may have been repurposed. A short (approximately 4-foot-long) segment of concrete footing on the southeast edge utilized bottles in its construction (embedded in the concrete). These comprise several beverage and condiment bottle bases with Ernest and Julio Gallo (1958 or later), Glass Container Corp. (1945–1970s), Hazel-Atlas (1920–1964) and Owens-Illinois (possibly 1949 and 1955, respectively) maker’s marks.

Feature 4

This appears to be footing wall/slab for large equipment shed.

Feature 5

This elongate slab may have been a poultry or equipment shed.

Feature 6

This is a cluster of water conveyance structures (water tank, well, and water conveyance building) of composite construction including steel, concrete, brick and cinder block that may have been augmented/expanded over time.

Feature 7

This was two buildings, both apparently of similar construction to Feature 1 that also burned down: the northern slab was 12 feet x 9 feet with what appeared to be a metal septic tank on its west side; the southern slab was 10.5 x 6 feet with toilet debris in its southwest corner indicating it was at least a restroom.

Feature 8

This was also residence of wood frame and cement plaster construction—charred structural debris indicate it also burned down.

REGULATORY CONTEXT

California Environmental Quality Act

CEQA requires that historical resources and unique archaeological resources be taken into consideration during the CEQA planning process (14 CCR Section 15064.5; PRC Section 21083.2). If feasible, adverse effects to the significance of historical resources must be avoided or the effects must be mitigated (14 CCR Section 15064.5(b)(4)). CEQA requires that all feasible mitigation be undertaken even if it does not mitigate impacts to a less than significant level (14 CCR Section 15126.4 (a)(1)).

Historical Resources

The term CEQA uses for significant cultural resources is “historical resource,” which is defined as any resource that meets one or more of the following criteria:

- Listed in, or eligible for listing in, the California Register of Historical Resources;
- Listed in a local register of historical resources (as defined at Public Resources Code [PRC] Section 5020.1(k));
- Identified as significant in a historical resource survey meeting the requirements of PRC Section 5024.1(g); or
- Determined to be a historical resource by a project’s lead agency (14 CCR Section 15064.5(a)).

A historical resource consists of “Any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California.”

EVALUATION

LSA-WDN2201-S-1

This resource is an unremarkable example of a common resource type: foundation/feature remnants of at least one, but possibly two rural agricultural complexes that likely date from before World War II to at least the end of the historic period (early 1970s). Collectively, the features are not associated with significant events (Criterion 1) or people (Criterion 2), do not represent unique engineering or construction of a particular time period (Criterion 3), and Phase II testing results suggest they are unlikely to yield information important to prehistory of local area, region or state (Criteria 4). Therefore, they do not appear to meet any of the criteria of a “unique archaeological resource” or “historical resource” under CEQA and are not eligible for listing in the CRHR.

RECOMMENDATIONS

Property-specific research was conducted for the project along with Phase II testing. The research revealed the site does not appear to be related to the Jess Ranch and the minimal results of the testing (nothing contributing to understanding the resource) indicate it is neither a “unique archaeological resource” nor “historical resource” under CEQA. However, there is still some potential for subsurface deposits or artifacts that may be of local interest, so Worker’s Environmental Awareness Program (WEAP) training for construction grading/excavation crews is recommended.

In the event that archaeological materials are encountered during construction, all construction work should be halted and a qualified archaeologist consulted to determine the appropriate treatment of the discovery (CCR Title 14, Chapter 3, Section 15064.5(f)).

In the event human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be Native American, the County Coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 48 hours of notification by the NAHC. The MLD will have the opportunity to offer recommendations for the disposition of the remains.

REFERENCES

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APPENDIX A

PROPERTY SPECIFIC RESEARCH

March 8, 2023

Rory Goodwin, RA
LSA
1500 Iowa Avenue, Suite 200
Riverside, California 92507

RE: Research for Assessor's Parcel Numbers 0434-021-37 and 0434-021-10 in Apple Valley, San Bernardino County, California

Dear Rory:

At the request of LSA, South Environmental provided property research support for two Assessor's Parcel Numbers (APNs) 0434-021-10 (Parcel 1) and 0434-021-37 (Parcel 2) located in the town of Apple Valley in San Bernardino County, California.

The subject parcels are located approximately six miles east of Interstate 15 and approximately 2.5 miles east of the Atchison Topeka and Santa Fe Railroad. Both parcels are located southeast of the intersection of Apple Valley Road and Bear Valley Road and are bordered to the north by Bear Valley Road. Parcel 2 is bisected by Westmont Drive and is located directly west of Parcel 1. The eastern boundary of Parcel 1 is Flying Feather Road (Figure 1). Both parcels are undeveloped but for small areas exhibiting remnants of building foundations.

Property research completed as part of this study included a chain of title search, research with the local library, review of United States Census records, review of building permit records, and analysis of available historic aerial photographs to understand any improvements made to the properties over time.

Chain of Title Search

South Environmental engaged the services of First American Title Guarantee on January 25, 2023, to obtain a chain of title for the subject parcels going as far back as January 1, 1900. The results were received on February 3, 2023 (Attachment 1). Tables 1 and 2 provide a list of all previous owners identified as a result of the chain of title search.



Source: BING Aerial Imagery 2023

Apple Valley Project

Figure 1. Project Site Detail

- Parcel 1: 0434-021-10
- Parcel 2: 0434-021-37

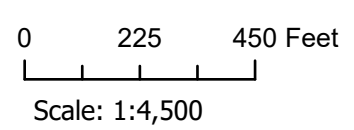




Table 1. Chain of Title Search Results for Parcel 1

Date of Sale	Sold From	Sold To
February 11, 1946	Dora G. Wallin	Raymond A. Wallin
May 12, 1953	Raymond A. Wallin and Alberta L. Wallin	Raymond A. Wallin and Alberta L. Wallin
January 8, 1957	Alberta L. Wallin	Alberta L. Lower and Ernest H. Lower
November 7, 1961	John Reisenhofer and Paula Reisenhofer, husband and wife	John Reisenhofer and Paula Reisenhofer undivided ½ interest and Anthony Kuchar and Gisela Kuchar undivided ½ interest
August 17, 1970	Ernest H. Lower and Alberta L. Lower	Anthony Kuchar and Gisela Kuchar and John Reisenhofer and Paula Reisenhofer all as joint tenants
June 8, 1977	Anthony Kuchar and Gisela Kuchar and John Reisenhofer and Paula Reisenhofer	John Reisenhofer and Paula Reisenhofer and Frank S. Novak and Margaret Novak, all as joint tenants
December 15, 1989	Raymond A. Wallin and Alberta L. Wallin	Frederick William Von Arx and Mary Reisenhofer Von Arx and Frank S. Novak and Margaret Novak
October 4, 1994	Frank S. Novak and Margaret Novak	Frank S. Novak and Margaret Novak, as trustees of the Novak Family Trust
May 31, 1995	Frederick William Vonarx and Mary C. Von Arx, and Frank Novak and Margaret Novak, all as joint tenants	Walter J. Hoyle and Ann E. Hoyle and Frank S. Novak and Margaret Novak, all as joint tenants
December 10, 1998	Margaret Novak, trustee of Novak Family Trust dated September 9, 1994	Margaret Novak, Trustee of Novak Family Trust B UTA 9-9-94
August 27, 1999	Walter J. Hoyle, Ann E. Hoyle and Margaret Novak, individually, surviving spouse of Frank S. Novak, and trustee of the Novak Family Trust B UTA 9/9/94	Walter J. Hoyle and Ann E. Hoyle, as joint tenants, as to an undivided one-half interest; and Margaret Novak, trustee of the Novak Family Trust B UTA 9/9/94, as to an undivided one-half interest.
March 10, 2005	Walter J. Hoyle and Ann E. Hoyle, as joint tenants, and Margaret Novak, trustee of the Novak Family Trust B UTA September 9, 1994	Jimmy Summers and Dotti B. Summers, trustees of the Summers Family Trust dated July 11, 1985
January 2, 2013	Jimmy Summers and Dotti B. Summers, trustees of the Summers Family Trust dated July 11, 1985	Jimmy Summers and Dotti B. Summers, as joint tenants
January 2, 2013	Jimmy Summers and Dotti B. Summers, as joint tenants	Mark Abraham Summers, a married man as his sole and separate property
January 2, 2013	Ann Elizabeth Summers, spouse of grantee	Mark Abraham Summers, a married man as his sole and separate property
September 23, 2014	Mark Abraham Summers, a married man as his sole and separate property	Victorville RL Holdings, LLC
September 30, 2022	Victorville RL Holdings	Apple Bear Valley, LLC, a Delaware Limited Liability Company as to an undivided 94.04% tenants in common interest, Apple Bear Wood, LLC, a Delaware Limited Liability Company as to an undivided 2.98% tenants in common interest and Apple Valley Young, LLC, a Delaware





Date of Sale	Sold From	Sold To
		Limited Liability Company, as to an undivided 2.98% tenants in common

Table 2. Chain of Title Search Results for Parcel 2

Date of Sale	Sold From	Sold To
July 19, 1915	The United States of America	Abbott. W. Phillips
July 25, 1930	A.W. Phillips and Fannie E. Phillips, his wife	Nancy Ruth Persons [sic], a widow
July 25, 1930	Nancy Ruth Parsons, a widow	A.W. Phillips and Fannie E. Phillips, his wife, as joint tenants with the right of survivorship
August 17, 1950	Fannie E. Phillips, a widow	Fannie E. Phillips, Claire K. Beckmann, and Bill W. Phillips, a married man, mother, daughter and son, as joint tenants
June 5, 1951	Fannie E. Phillips, a widow, Claire K. Beckman, a married woman, and Bill W. Phillips, and Ilda Phillips, husband and wife	Warren J. Smithson and Irene L. Smithson, husband and wife as joint tenants
April 24, 1964	Claire P. [sic] Beckmann, a married woman, and Bill W. Phillips, and Ilda Phillips, husband and wife	Warren J. Smithson and Irene L. Smithson, husband and wife as joint tenants
October 19, 1965	Warren J. Smithson and Irene L. Smithson, husband and wife	Chris V. Barnett and Marcella L. Barnett, husband and wife as joint tenants, an undivided 1/3 interest; Harlan R. Downs and Wilma M. Downs, husband and wife, as joint tenants, an undivided 1/3 interest and Pat Barnett and Jean R. Barnett, husband and wife as joint tenants, an undivided 1/3 interest
February 13, 1970	Wilma M. Downs	Chris V. Barnett and Marcella L. Barnett, husband and wife as joint tenants
January 6, 1987	Chris V. Barnett, Marcella L. Barnett and Jean R. Barnett	Flying Feather, a general partnership
February 28, 1997	Ress Financial Corporation, a California Corporation, who acquired title as Ress	Doherty Enterprises Retirement Trust, William J. Doherty, trustee
October 14, 2004	Doherty Enterprises Retirement Trust, William J. Doherty, trustee	William J. Doherty, Trustee of the William J. Doherty Revocable Living Trust, dated January 30, 1997
November 23, 2004	William J. Doherty, Trustee of the William J. Doherty Revocable Living Trust, dated January 30, 1997	Patrick Thomas Doherty and Kimberly Dawn Nibler
December 27, 2013	Patrick Thomas Doherty and Kimberly Dawn Nibler, successor co-trustees of the William J. Doherty Revocable Trust dated January 30, 1997, and Patrick Thomas Doherty and Kimberly Dawn Nibler	Inland Ventures I LLC, a California Limited Liability Company
December 27, 2013	Inland Ventures I LLC, a California Limited Liability Company	Victorville RL Holdings LLC, a Delaware Limited Liability Company





Date of Sale	Sold From	Sold To
September 30, 2022	Victorville RL Holdings LLC, a Delaware Limited Liability Company	Apple Bear Valley, LLC, a Delaware Limited Liability Company as to an undivided 94.04% tenants in common interest, Apple Bear Wood, LLC, a Delaware Limited Liability Company as to an undivided 2.98% tenants in common interest and Apple Valley Young, LLC, a Delaware Limited Liability Company, as to an undivided 2.98% tenants in common

Archival Research

San Bernardino County Assessor’s Office

South Environmental utilized the San Bernardino County Assessor’s website to search for land improvement information. The first available date on the County’s website for both parcels is 2014. Land value for Parcel 1 was recorded in 2014 as \$608,344 and more than doubled the following year to \$1,406,000. The land has steadily increased in value with the 2022 value at \$1,592, 333.¹ Land value for Parcel 2 was first recorded at \$850,000 in 2014 and has steadily increased to \$981,885 in 2022.²

Town of Apple Valley

A request for Public Records was submitted on February 6, 2023 for any available building permits or possible crops that may be been grown on the land. A representative from the Town of Apple Valley responded on February 6, 2023 stating they had no available records for either parcel.

Apple Valley Historical Advisory Committee

South Environmental contacted the Apple Valley Historical Advisory Committee on February 6, 2023. The committee functions as a commission and therefore they do not manage any research material that would be of assistance in pulling historic data for the two subject parcels.

Victor Valley College Library - Local History Collection Room

South Environmental contacted the Local History Collection Room located at the Victor Valley College Library to request any information on the subject parcels. The reference librarian, Leslie Huiner, said that most of the information stored at the library pertains to large ranches, famous sites, and is not indexed by address or parcel number. Ms. Huiner indicated that the library has an index of names

¹ Parcel Report. San Bernardino County Assessor-Recorder-County Clerk. 2023

² Ibid.





that could be searched. South Environmental provided a list of previous owners, but no matches were found in the index according to the reference librarian.

San Bernardino County Library - Apple Valley Newton T. Bass Branch Library

On January 13, 2023, South Environmental contacted the San Bernardino County Library, Apple Valley Newton T. Bass Branch to inquire about a local history room and was informed that one was not available.

Historic Aerial Photographs

South Environmental was asked to look at historic aerial photographs that are not already available through Nationwide Environmental Title Research, LLC (NETR). Historic aerial photographs were available from the Aerial Photograph Collection at the University of California Santa Barbara Map and Imagery Laboratory for the years 1953, 1959, 1968, and 2002. The subject parcels are visible in all available aerial photographs. As seen in the 1953 aerial, the land surrounding the subject parcels was largely undeveloped and appears to have been used for agricultural purposes. There were few buildings and structures present in the area in 1953. The 1953 aerial also shows the two subject parcels adjacent to one another with a residence located on Parcel 2. There was a line of trees between the two parcels that ran on a north/south axis that appears to line an access road to the parcels from Bear Valley Road. The parcels appear unchanged in the next available aerial photography dated 1959. By 2002, the surrounding area has been developed with the land directly north of the subject parcels remaining undeveloped. The trees that once divided the two parcels have been removed.

More recent imagery was available for the years 1985, 1994, 2003, 2005, 2006, 2009, 2013, 2015, 2016, 2017, 2018, 2020, and 2022 using the "Historical Imagery" tool in Google Earth. The 1985 aerial is blurry and illegible. By 1994, the trees that once lined the possible driveway are gone. Visible in this and the following aerials up until 2022 are what appear to be foundations of structures that were either not present in the previous aerials or obstructed by trees. There appear to be three clusters of possible foundations on Parcel 1 and five on Parcel 2.

United States Census

Using historic aerials and chain of title research as a guide, South Environmental searched the United States Census for names of previous owners to determine if they could be connected with orchards/farms visible near the subject parcels. The closest match was Raymond A. Wallin, who was listed as a farmer in the "general farm" industry residing in Victor, San Bernardino County, California in 1920. No full address or types of crops were listed and therefore it cannot be confirmed he was living at the subject parcel.

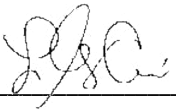


Findings

After thorough review of chain of titles, historic aerial photographs, and information gathered through various repositories for Parcel 1 and Parcel 2, South Environmental found no evidence that the parcels were ever owned by the same families. Research into the possible identification of crops on the parcels did not result in any additional information.

If you have any questions about this letter report or its findings, please contact me via phone at (310) 809-4696 or via email at lcarias@southenvironmental.com if you have any questions.

Respectfully Submitted,



Laura Carias, MA
Senior Architectural Historian

Attachment 1. First American Chain of Title Guarantee

Attachment 1.
First American Chain of Title Guarantee



First American Title

Guarantee

Chain of Title Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5013500-0623-6947051

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to

purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee. The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title

Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606**



First American Title



First American Title

Schedule A

Chain of Title Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

0623-6947051

File No.: 0623-6947051

Liability: \$1,000.00

Fee: \$250.00

1. Name of Assured: Laura Carias
2. Date of Guarantee: January 18, 2023

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matters relating to the interest, if any, which was (acquired) (reserved) by Apple Bear Valley, LLC, A Delaware Limited Liability Company as to an Undivided 94.04% Tenants in Common Interest, Apple Bear Wood, LLC, A Delaware Limited Liability Company as to an Undivided 2.98% Tenants in Common Interest and Apple Valley Young, LLC, A Delaware Limited Liability Company, as to an Undivided 2.98% Tenants in Common

pursuant to a in and to the land described as follows:

Real Property in the city of Apple Valley, County of San Bernardino, State of California, described as follows:

THAT PORTION OF GOVERNMENT LOT 2 OF THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 6, WHICH IS 1350.3 FEET EAST FROM THE NORTHWEST CORNER OF SAID SECTION, THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SECTION 1320 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE EAST ALONG SAID SOUTH LINE 320.2 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION, 1320 FEET TO THE NORTH LINE OF SAID SECTION; THENCE WEST ALONG SAID NORTH LINE, 320.2 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF CONVEYED TO THE COUNTY OF SAN BERNARDINO, BY DEED RECORDED NOVEMBER 7, 1961 IN [BOOK 5579, PAGE 244](#), OF OFFICIAL RECORDS OF SAID COUNTY.

APN: 0434-021-10-0-000

Only the following matters appear in such records subsequent to:

1. A document recorded FEBRUARY 11, 1946 as [BOOK 1865, PAGE 131](#) of Official Records.

From: DORA G. WALLIN, WIFE OF THE GRANTEE
To: RAYMOND A. WALLIN

2. A document recorded MAY 12, 1953 as [BOOK 3166, PAGE 499](#) of Official Records.

From: RAYMOND A. WALLIN AND ALBERTA L. WALLIN, HUSBAND AND WIFE
To: RAYMOND A. WALLIN AND ALBERTA L. WALLIN, HUSBAND AND WIFE,
AS JOINT TENANTS

3. Document: CERTIFICATE OF DEATH

Recorded: MAY 12, 1953 as [BOOK 3166, PAGE 499](#) of Official Records.

4. A document recorded JANUARY 08, 1957 as [BOOK 4126, PAGE 183](#) of Official Records.

From: ALBERTA L. WALLIN
To: ALBERTA L. LOWER AND ERNEST H. LOWER

5. A document recorded NOVEMBER 07, 1961 as [BOOK 5579, PAGE 242](#) of Official Records.

From: JOHN REISENHOFER AND PAULA REISENHOFER, HUSBAND AND WIFE
To: JOHN REISENHOFER AND PAULA REISENHOFER, HUSBAND AND WIFE,
AS JOINT TENANTS, AS TO AN UNDIVIDED 1/2 INTEREST, AND
ANTHONY KUCHAR AND GISELA KUCHAR, HUSBAND AND WIFE, AS
JOINT TENANTS, AS TO AN UNDIVIDED 1/2 INTEREST

6. A document recorded AUGUST 17, 1970 as [BOOK 7499, PAGE 510](#) of Official Records.

From: ERNEST H. LOWER AND ALBERTA L. LOWER, HUSBAND AND WIFE
To: ANTHONY KUCHAR AND GISELA KUCHAR, HUSBAND AND WIFE AND
JOHN REISENHOFER AND PAULA REISENHOFER, HUSBAND AND WIFE,
ALL AS JOINT TENANTS

7. A document recorded JUNE 08, 1977 as [BOOK 9194, PAGE 1197](#) of Official Records.

From: ANTHONY KUCHAR AND GISELA KUCHAR, HUSBAND AND WIFE AND
JOHN REISENHOFER AND PAULA REISENHOFER, HUSBAND AND WIFE
To: JOHN REISENHOFER AND PAULA REISENHOFER, HUSBAND AND WIFE
AND FRANK S. NOVAK AND MARGARET NOVAK, HUSBAND AND WIFE
ALL AS JOINT TENANTS

8. A document recorded DECEMBER 15, 1989 as INSTRUMENT NO. [89-488937](#) of Official Records.

From: JOHN REISENHOFER AND PAULA REISENHOFER, HUSBAND AND WIFE
AND FRANK S. NOVAK AND MARGARET NOVAK, HUSBAND AND WIFE
ALL AS JOINT TENANTS
To: FREDERICK WILLIAM VON ARX AND MARY REISENHOFER VON ARX,
HUSBAND AND WIFE, AND FRANK S. NOVAK AND MARGARET NOVAK,
HUSBAND AND WIFE, ALL AS JOINT TENANTS

9. A document recorded OCTOBER 04, 1994 as INSTRUMENT NO. [406671](#) of Official Records.

From: FRANK S. NOVAK AND MARGARET NOVAK, HUSBAND AND WIFE
To: FRANK S. NOVAK AND MARGARET NOVAK, AS TRUSTEES OF THE
NOVAK FAMILY TRUST INITIALLY CREATED 9TH DAY OF SEPTEMBER
1994,

10. A document recorded MAY 31, 1995 as INSTRUMENT NO. [188856](#) of Official Records.
- From: FREDERICK WILLIAM VONARX AND MARY C. VON ARX HUSBAND AND WIFE, AND FRANK S. NOVAK AND MARGARET NOVAK HUSBAND AND WIFE, ALL AS JOINT TENANTS.
- To: WALTER J. HOYLE AND ANN E. HOYLE, HUSBAND AND WIFE, AND FRANK S. NOVAK AND MARGARET NOVAK, HUSBAND AND WIFE, ALL AS JOINT TENANTS
11. Document: AFFIDAVIT OF SUCCESSOR TRUSTEE
- Recorded: DECEMBER 10, 1998 as INSTRUMENT NO. [98-525407](#) of Official Records.
12. A document recorded DECEMBER 10, 1998 as INSTRUMENT NO. [98-525408](#) of Official Records.
- From: MARGARET NOVAK, TRUSTEE OF THE NOVAK FAMILY TRUST DATED SEPTEMBER 9, 1994
- To: MARGARET NOVAK, TRUSTEE OF THE NOVAK FAMILY TRUST B UTA 9-9-94
13. A document recorded AUGUST 27, 1999 as INSTRUMENT NO. [99-364376](#) of Official Records.
- From: WALTER J. HOYLE, ANN E. HOYLE AND MARGARET NOVAK, INDIVIDUALLY, SURVIVING SPOUSE OF FRANK S. NOVAK, AND TRUSTEE OF THE NOVAK FAMILY TRUST B UTA 9/9/94
- To: WALTER J. HOYLE AND ANN E. HOYLE, HUSBAND AND WIFE, AS JOINT TENANTS, AS TO AN UNDIVIDED ONE-HALF INTEREST; AND MARGARET NOVAK, TRUSTEE OF THE NOVAK FAMILY TRUST B UTA 9/9/94, AS TO AN UNDIVIDED ONE-HALF INTEREST.
14. A document recorded MARCH 10, 2005 as INSTRUMENT NO. [05-166865](#) of Official Records.
- From: WALTER J. HOYLE AND ANN E. HOYLE, HUSBAND AND WIFE, AS JOINT TENANTS, AND MARGARET NOVAK, TRUSTEE OF THE NOVAK FAMILY TRUST B UTA SEPTEMBER 9, 1994
- To: JIMMY SUMMERS AND DOTTI B. SUMMERS, TRUSTEES OF THE SUMMERS FAMILY TRUST DATED JULY 11, 1985
15. A document recorded JANUARY 02, 2013 as INSTRUMENT NO. [13-2539](#) of Official Records.
- From: JIMMY SUMMERS, TRUSTEE AND DOTTI B. SUMMERS, TRUSTEE, OF THE SUMMERS FAMILY TRUST DATED JULY 11, 1985
- To: JIMMY SUMMERS AND DOTTI B. SUMMERS, HUSBAND AND WIFE AS JOINT TENANTS
16. A document recorded JANUARY 02, 2013 as INSTRUMENT NO. [13-2540](#) of Official Records.
- From: JIMMY SUMMERS AND DOTTI B. SUMMERS, HUSBAND AND WIFE AS JOINT TENANTS
- To: MARK ABRAHAM SUMMERS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

17. A document recorded JANUARY 02, 2013 as INSTRUMENT NO. [13-2544](#) of Official Records.
- From: ANN ELIZABETH SUMMERS, SPOUSE OF GRANTEE
To: MARK ABRAHAM SUMMERS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY
18. A document recorded SEPTEMBER 23, 2014 as INSTRUMENT NO. [14-350510](#) of Official Records.
- From: MARK ABRAHAM SUMMERS, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY
To: VICTORVILLE RL HOLDINGS, LLC
19. A document recorded SEPTEMBER 30, 2022 as INSTRUMENT NO. [22-330126](#) of Official Records.
- From: VICTORVILLE RL HOLDINGS LLC, A DELAWARE LIMITED LIABILITY COMPANY
To: APPLE BEAR VALLEY, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TO AN UNDIVIDED 94.04% TENANTS IN COMMON INTEREST, APPLE BEAR WOOD, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TO AN UNDIVIDED 2.98% TENANTS IN COMMON INTEREST AND APPLE VALLEY YOUNG, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 2.98% TENANTS IN COMMON

This Guarantee does not cover:

1. Taxes, assessments, and matters related thereto.
2. Instruments, proceedings or other matters which do not specifically describe the land.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.



First American Title[™]

First American Title Company
1855 W Redlands Blvd, Suite 100
Redlands, CA 92373

Illegal Restrictive Covenants

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.



First American Title

Guarantee

Chain of Title Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5013500-0623-6947052

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to

purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee. The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title

Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606**



First American Title



First American Title

Schedule A

Chain of Title Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

0623-6947052

File No.: 0623-6947052

Liability: \$1,000.00

Fee: \$250.00

1. Name of Assured: Laura Carias
2. Date of Guarantee: January 18, 2023

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matters relating to the interest, if any, which was (acquired) (reserved) by Apple Bear Valley, LLC, A Delaware Limited Liability Company as to an Undivided 94.04% Tenants in Common Interest, Apple Bear Wood, LLC, A Delaware Limited Liability Company as to an Undivided 2.98% Tenants in Common Interest and Apple Valley Young, LLC, A Delaware Limited Liability Company, as to an Undivided 2.98% Tenants in Common

pursuant to a Grant Deed in and to the land described as follows:

Real Property in the city of Apple Valley, County of San Bernardino, State of California, described as follows:

THE EAST 443.30 FEET OF THE WEST 1350.30 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL MARCH 19, 1856.

EXCEPT ANY PORTION THEREOF LYING WITHIN THE LAND DESCRIBED IN THE DEED TO RAYMOND A. WALLIN, ET UX., RECORDED NOVEMBER 27, 1942 IN [BOOK 1565, PAGE\(S\) 162](#), OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT ANY PORTION THEREOF LYING WITHIN THE LAND DESCRIBED IN THE DEED TO STODDARD JESS, ET UX., RECORDED FEBRUARY 18, 1947 IN [BOOK 2026, PAGE\(S\) 257](#), OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THE NORTH 350 FEET OF THE WEST 93.3 FEET THEREOF.

ALSO EXCEPT THAT PORTION DEEDED TO THE COUNTY OF SAN BERNARDINO, BY DEED DATED MARCH 22, 1961, AND RECORDED APRIL 19, 1961, IN [BOOK 5407, PAGE\(S\) 398](#), OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 0434-021-37-0-000

Only the following matters appear in such records subsequent to: January 1, 1900

1. A document recorded JULY 19, 1915 as [BOOK J, PAGE 348](#) of Patents.

From: THE UNITED STATES OF AMERICA
To: ABBOTT W. PHILLIPS

2. A document recorded JULY 25, 1930 as [BOOK 640, PAGE 221](#) of Official Records.

From: A. W. PHILLIPS AND FANNIE E. PHILLIPS, HIS WIFE
To: NANCY RUTH PERSONS, A WIDOW

3. A document recorded JULY 25, 1930 as [BOOK 623, PAGE 400](#) of Official Records.

From: NANCY RUTH PARSONS, A WIDOW
To: A. W. PHILLIPS AND FANNIE E. PHILLIPS, HIS WIFE, AS JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP

4. A document recorded AUGUST 17, 1950 as [BOOK 2624, PAGE 398](#) of Official Records.

From: FANNIE E. PHILLIPS, A WIDOW
To: FANNIE E. PHILLIPS, A WIDOW, CLAIRE K. BECKMANN, A MARRIED WOMAN, AND BILL W. PHILLIPS, A MARRIED MAN, MOTHER, DAUGHTER AND SON, AS JOINT TENANTS

5. A document recorded JUNE 05, 1951 as [BOOK 2774, PAGE 211](#) of Official Records.

From: FANNIE E. PHILLIPS, A WIDOW, CLAIRE K. BECKMAN, A MARRIED WOMAN, AND BILL W. PHILLIPS, AND ILDA PHILLIPS, HUSBAND AND WIFE
To: WARREN J. SMITHSON AND IRENE L. SMITHSON, HUSBAND AND WIFE AS JOINT TENANTS

6. A document recorded APRIL 24, 1964 as [BOOK 6135, PAGE 166](#) of Official Records.

From: CLAIRE P. BECKMANN, A MARRIED WOMAN, AND BILL W. PHILLIPS, AND ILDA PHILLIPS, HUSBAND AND WIFE
To: WARREN J. SMITHSON AND IRENE L. SMITHSON, HUSBAND AND WIFE AS JOINT TENANTS

7. A document recorded OCTOBER 19, 1965 as [BOOK 6494, PAGE 906](#) of Official Records.

From: WARREN J. SMITHSON AND IRENE L. SMITHSON, HUSBAND AND WIFE
To: CHRIS V. BARNETT AND MARCELLA L. BARNETT, HUSBAND AND WIFE AS JOINT TENANTS, AN UNDIVIDED 1/3 INTEREST; HARLAN R. DOWNS AND WILMA M. DOWNS, HUSBAND AND WIFE, AS JOINT TENANTS, AN UNDIVIDED 1/3 INTEREST AND PAT BARNETT AND JEAN R. BARNETT, HUSBAND AND WIFE AS JOINT TENANTS, AN UNDIVIDED 1/3 INTEREST

8. Document: AFFIDAVIT - DEATH OF JOINT TENANT

Recorded: FEBRUARY 13, 1970 as [BOOK 7388, PAGE 868](#) of Official Records.

9. A document recorded FEBRUARY 13, 1970 as [BOOK 7388, PAGE 871](#) of Official Records.
- From: WILMA M. DOWNS
To: CHRIS V. BARNETT AND MARCELLA L. BARNETT, HUSBAND AND WIFE
AS JOINT TENANTS
10. Document: AFFIDAVIT - DEATH OF JOINT TENANT
- Recorded: JUNE 19, 1973 as [BOOK 8207, PAGE 1497](#) of Official Records.
11. A document recorded JANUARY 06, 1987 as INSTRUMENT NO. [87-2189](#) of Official Records.
- From: CHRIS V. BARNETT, MARCELLA L. BARNETT AND JEAN R. BARNETT
To: FLYING FEATHER, A GENERAL PARTNERSHIP
12. A document recorded FEBRUARY 28, 1997 as INSTRUMENT NO. [97-70657](#) of Official Records.
- From: RESS FINANCIAL CORPORATION, A CALIFORNIA CORPORATION, WHO
ACQUIRED TITLE AS RESS
To: DOHERTY ENTERPRISES RETIREMENT TRUST, WILLIAM J. DOHERTY,
TRUSTEE
13. A document recorded OCTOBER 14, 2004 as INSTRUMENT NO. [04-749714](#) of Official Records.
- From: DOHERTY ENTERPRISES RETIREMENT TRUST, WILLIAM J. DOHERTY,
TRUSTEE
To: WILLIAM J. DOHERTY, TRUSTEE OF THE WILLIAM J. DOHERTY
REVOCABLE LIVING TRUST, DATED JANUARY 30, 1997
14. A document recorded NOVEMBER 23, 2004 as INSTRUMENT NO. [04-866532](#) of Official Records.
- From: WILLIAM J. DOHERTY, TRUSTEE OF THE WILLIAM J. DOHERTY
REVOCABLE LIVING TRUST, DATED JANUARY 30, 1997
To: PATRICK THOMAS DOHERTY AND KIMBERLY DAWN NIBLER
15. A document recorded DECEMBER 27, 2013 as INSTRUMENT NO. [13-553332](#) of Official Records.
- From: PATRICK THOMAS DOHERTY AND KIMBERLY DAWN NIBLER,
SUCCESSOR CO-TRUSTEES OF THE WILLIAM J. DOHERTY REVOCABLE
TRUST DATED JANUARY 30, 1997, AND PATRICK THOMAS DOHERTY
AND KIMBERLY DAWN NIBLER
To: INLAND VENTURES I LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
16. A document recorded DECEMBER 27, 2013 as INSTRUMENT NO. [13-553333](#) of Official Records.
- From: INLAND VENTURES I LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
To: VICTORVILLE RL HOLDINGS LLC, A DELAWARE LIMITED LIABILITY
COMPANY

17. A document recorded SEPTEMBER 30, 2022 as INSTRUMENT NO. [22-330126](#) of Official Records.

From: VICTORVILLE RL HOLDINGS LLC, A DELAWARE LIMITED LIABILITY COMPANY
To: APPLE BEAR VALLEY, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TO AN UNDIVIDED 94.04% TENANTS IN COMMON INTEREST, APPLE BEAR WOOD, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TO AN UNDIVIDED 2.98% TENANTS IN COMMON INTEREST AND APPLE VALLEY YOUNG, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 2.98% TENANTS IN COMMON

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2. Instruments, proceedings or other matters which do not specifically describe the land.

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APPENDIX B

DPR SITE RECORD UPDATE

State of California — The Resources Agency
 DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary #
 HRI #
 Trinomial
 NRHP Status Code

Other Listings
 Review Code

Reviewer

Date

Page 1 of 6

*Resource Name or # : (Assigned by recorder) LSA-WDN2201-S-1

P1. Other Identifier:

*P2. Location: Not for Publication Unrestricted
 and (P2b and P2c or P2d. Attach a Location Map as necessary.)

*a. County: San Bernardino, California

*b. USGS 7.5' Quad: *Apple Valley South* Date: 1989

T 4S; R 3W; NE ¼ of NW ¼ of Sec 10; M.D. SBB.M.

c. Address: Formerly 19501 Bear Valley Road

City: Apple Valley

Zip: 92308

d. UTM: Zone: 11 ; 478120 mE/ 3814276 mN (G.P.S. NAD 83)

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) Elevation: ~2850; APNs 434-021-010 and -037. From Interstate 15, take Bear Valley Road east for 6 miles to Westmont Drive south.

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)
 This resource consists of multiple building slabs, building debris, water conveyance features and temporally ambiguous debris/refuse (see Archaeological Site Record for details).

*P3b. Resource Attributes: (List attributes and codes) AH2 (slabs/ruins), AH6 (water conveyance features)

*P4. Resources Present: Building Structure Object Site District Element of District Other (Isolates, etc.)

P5a. Photo or Drawing (Photo required for buildings, structures, and objects.)



P5b. Description of Photo: (View, date, accession #) View south-southwest of F-3, trenches 3N and 3E with F-4, F-5 and F-6 at left in background ; frame #3276.

*P6. Date Constructed/Age and Sources: Historic

Prehistoric Both

Pre-World War II to 1970s

*P7. Owner and Address:

Andrew Neff

2950 Airway Avenue, Unit A-9

Costa Mesa, California 92626

*P8. Recorded by: (Name, affiliation, and address)

Riordan Goodwin, Carlton Bennett

LSA

1500 Iowa Ave 200

Riverside, California 92507

*P9. Date Recorded:

October 15, 2022 and March 31, 2023.

*P10. Survey Type: (Describe)

Intensive pedestrian/Phase II testing.

*P11. Report Citation: (Cite survey report and other sources, or enter "none.")

Goodwin, Riordan 2023: Phase II Archaeological Testing, Apple Bear Commercial Project, Town of Apple Valley, San Bernardino County, California.

*Attachments: NONE Location Map Sketch Map Continuation Sheet Building, Structure, and Object Record
 Archaeological Record District Record Linear Feature Record Milling Station Record Rock Art Record
 Artifact Record Photograph Record Other (List):

DPR 523A (1/95)

*Required information

***A1. Dimensions:** (Both parcels) **a. Length:** 750' × **Width:** 600' (Provisional)

Method of Measurement: Paced Taped Visual estimate Other: Electronically mapped (GPS)

Method of Determination (Check any that apply.): Artifacts Features Soil Vegetation Topography
 Cut bank Animal burrow Excavation Property boundary Other (Explain):

Reliability of Determination: High Medium Low Explain:

Limitations (Check any that apply): Restricted access Paved/built over Site limits incompletely defined
 Disturbances Vegetation Other (Explain):

A2. Depth: 4+ feet None Unknown Method of Determination: Phase II testing

***A3. Human Remains:** Present Absent Possible Unknown (Explain): Very unlikely at this type of site.

***A4. Features** (Number, briefly describe, indicate size, list associated cultural constituents, and show location of each feature on sketch map.):

This site comprises 7 poured concrete building slabs and several water management/conveyance features: F-1 is a 50' x 40' slab with a concrete septic tank and structural debris (residence); F-2 is an 120' x 90' unlined (earthen) reservoir; F-3 is a 42' x 40' slab (possible residence); F-4 is a 37' x 30' slab/footing wall (possibly an equipment shed); F-5 is an elongate 40' x 12' slab (possibly a shed); F-6 is an approximately 20' x 15' water conveyance feature cluster comprising a steel, brick, and concrete water tank/supporting structure, cinderblock water conveyance structure and abandoned well that once fed the water tank; F-7 is collectively two adjacent slabs totaling 24' x 12' with structural debris; F-8 is a 38' x 30' slab with structural debris (a residence); F-9 appears to be a 20' x 12' water pool feature; F-10 is a 7' x 5' water conveyance feature (possibly a weir). See Continuation Sheets for Phase II testing results/details.

***A5. Cultural Constituents** (Describe and quantify artifacts, ecofacts, cultural residues, etc., not associated with features.):

Building debris, trace historic period refuse (amethyst glass fragments), modern and temporally ambiguous refuse were noted around the entire surface of the site. Trace historic period and temporally ambiguous refuse was recovered from a portion of Feature 3 during Phase II testing comprising beverage and condiment bottle bases with Ernest and Julio Gallo (1958 or younger), Glass Container Corp. (1945-1970s), Hazel-Atlas (1920-1964) and Owens-Illinois (possibly 1949 and 1955) maker's marks (see Continuation Sheet).

***A6. Were Specimens Collected?** No Yes (If yes, attach Artifact Record or catalog and identify where specimens are curated.)

***A7. Site Condition:** Good Fair Poor (Describe disturbances.):

***A8. Nearest Water** (Type, distance, and direction.): Bracketed by ephemeral drainages.

***A9. Elevation:** Approximately 2,850 feet.

A10. Environmental Setting (Describe culturally relevant variables such as vegetation, fauna, soils, geology, landform, slope, aspect, exposure, etc.): Open land— slope is less than 1% to the west.

A11. Historical Information: Buildings and water management features were constructed after the 1920s (a few after World War II) and all buildings had been demolished by the mid-2000s. The property appears to have been partially under cultivation into the 1950s, but this was discontinued by the end of the next decade.

***A12. Age:** Prehistoric Protohistoric 1542-1769 1769-1848 1848-1880 1880-1914 1914-1945

Post 1945 Undetermined **Describe position in regional prehistoric chronology or factual historic dates if known:**

A construction date of 1920 is associated with one of the buildings formerly on APN 434-021-037 (see A14 and A15 below).

A13. Interpretations (Discuss data potential, function[s], ethnic affiliation, and other interpretations):

These remnants of what appear to have been at least one, possibly two rural agricultural complexes that date from before World War II to the 1970s (see A14). Collectively, the features are not associated with significant events or people (see A14), do not represent unique engineering or construction of a particular time period, and Phase II testing results (that were inconclusive) suggests they lack potential for significant data. Therefore, they do not appear to meet any of the applicable criteria of a "historical resource" under CEQA and are not eligible for listing in the CRHR.

A14. Remarks: The site is adjacent to the northeast corner of the former site of the Jess Ranch (Depression Era to 1970s) which raised turkeys and trout. Unfortunately it could not be determined if remnants of the 1920 structure remain on APN 434-021-037. The parcels were not owned by any of the individuals associated with Jess Ranch (Dr. Harris Garcelon, Stoddard Jess, or Gay Lewis). In addition, the parcels were never owned by the same people, so possible relationships between the features on the respective parcels could not be determined.

A15. References (Documents, informants, maps, and other references):

Town of Apple Valley 2002: Historical Points of Interest in Apple Valley

Carias, Laura 2023: Research for Assessor's Parcel Numbers 0434-021-37 and 0434-021-10 in Apple Valley, San Bernardino County, California

Historic Aerials.com 2022: Aerial photos from 1930s to 1960s

Parcelquest 2022: Details of house formerly in APN 434-021-037.

A16. Photographs (List subjects, direction of view, and accession numbers or attach a Photograph Record.):

Frames 1-19 and 1-38 (accession #s 3260-3297).

Original Media/Negatives Kept at: LSA Associates, Inc., 1500 Iowa Avenue, Suite 200, Riverside, CA 92507

***A17. Form Prepared by:** Riordan Goodwin, RA

Date: 4/4/2023

Affiliation and Address: LSA Associates, Inc., 1500 Iowa Avenue, Suite 200, Riverside, CA 92507

CONTINUATION SHEET

Primary # _____

HRI # _____

Trinomial _____

Page 3 of 7*Resource Name or #: (Assigned by recorder) LSA-WDN2201-S-1*Recorded by Riordan Goodwin

*Date: _____

 Continuation Update

Phase II testing was conducted utilizing mechanical excavation on March 30th, 2023. The edges of Features 1 and 3 through 8 were excavated with 2 foot-wide trenches down to the soil change (consolidation) at 3-4 feet in depth. Features 2, 9 and 10 are minor water management infrastructure and were not tested due to low potential for subsurface deposits. A single trench was excavated between Features 4 and 5 (4S/5N) due to their proximity (approximately 4 feet apart).

Feature 1 was a residence of wood frame and cement plaster construction with a septic tank on its northwest corner – charred structural debris indicate it burned down.

Feature	Trench	Depth	Recovery	Soils
1	1N	3-4 feet	(Concrete septic tank)	Sandy silt
1	1S	3-4 feet	-	Sandy silt
1	1E	3-4 feet	-	Sandy silt
1	1W	3-4 feet	-	Sandy silt

Feature 3 may have been a residence due to its size and apparent toilet plumbing in its southwest corner. A portion of the original slab was resurfaced with 1 inch-thick cement, suggesting the building may have been repurposed. A short (approximately 3 feet long) segment of concrete footing on the southeast edge utilized bottles in its construction (embedded in the concrete).

Feature	Trench	Depth	Recovery	Soils
3	3N	3-4 feet	-	Sandy silt
3	3S	3-4 feet	A few 1950s and temporally ambiguous bottles in footing	Sandy silt
3	3E	3-4 feet	-	Sandy silt
3	3W	3-4 feet	-	Sandy silt

Feature 4 appears to be footing wall/slab for large equipment shed. Modern refuse noted in southern trench.

Feature	Trench	Depth	Recovery	Soils
4	4N	3-4 feet	-	Sandy silt
4	4S/5N	3-4 feet	Trace modern refuse (No recovery between F-4 and F-5)	Sandy silt
4	4E	3-4 feet	-	Sandy silt
4	4W	3-4 feet	-	Sandy silt

Feature 5 may have been a poultry or equipment shed.

Feature	Trench	Depth	Recovery	Soils
5	4S/5N	3-4 feet	(No recovery between F-4 and F-5)	Sandy silt
5	5S	3-4 feet	-	Sandy silt
5	5E	3-4 feet	Temporally ambiguous refuse (sanitary food can)	Sandy silt
5	5W	3-4 feet	-	Sandy silt

Feature 6 is a cluster of water conveyance structures of composite construction including cinderblock which became common after World War II and may have been augmented/expanded over time.

Feature	Trench	Depth	Recovery	Soils
6	6N	3-4 feet	-	Sandy silt
6	6S	3-4 feet	-	Sandy silt
6	6E	3-4 feet	-	Sandy silt
6	6W	3-4 feet	-	Sandy silt

CONTINUATION SHEET

Primary # _____

HRI # _____

Trinomial _____

Page 4 of 6 *Resource Name or #: (Assigned by recorder) LSA-WDN2201-S-1

*Recorded by Riordan Goodwin *Date: _____ Continuation _____ Update

Feature 7 was two adjacent buildings, both apparently of wood frame and cement plaster construction that also burned down: northern slab was 12 feet x 9 feet with what appeared to be a metal septic tank on its west site; southern slab was 10.5 x 6 feet with toilet debris in its southwest corner indicating it was at least a restroom.

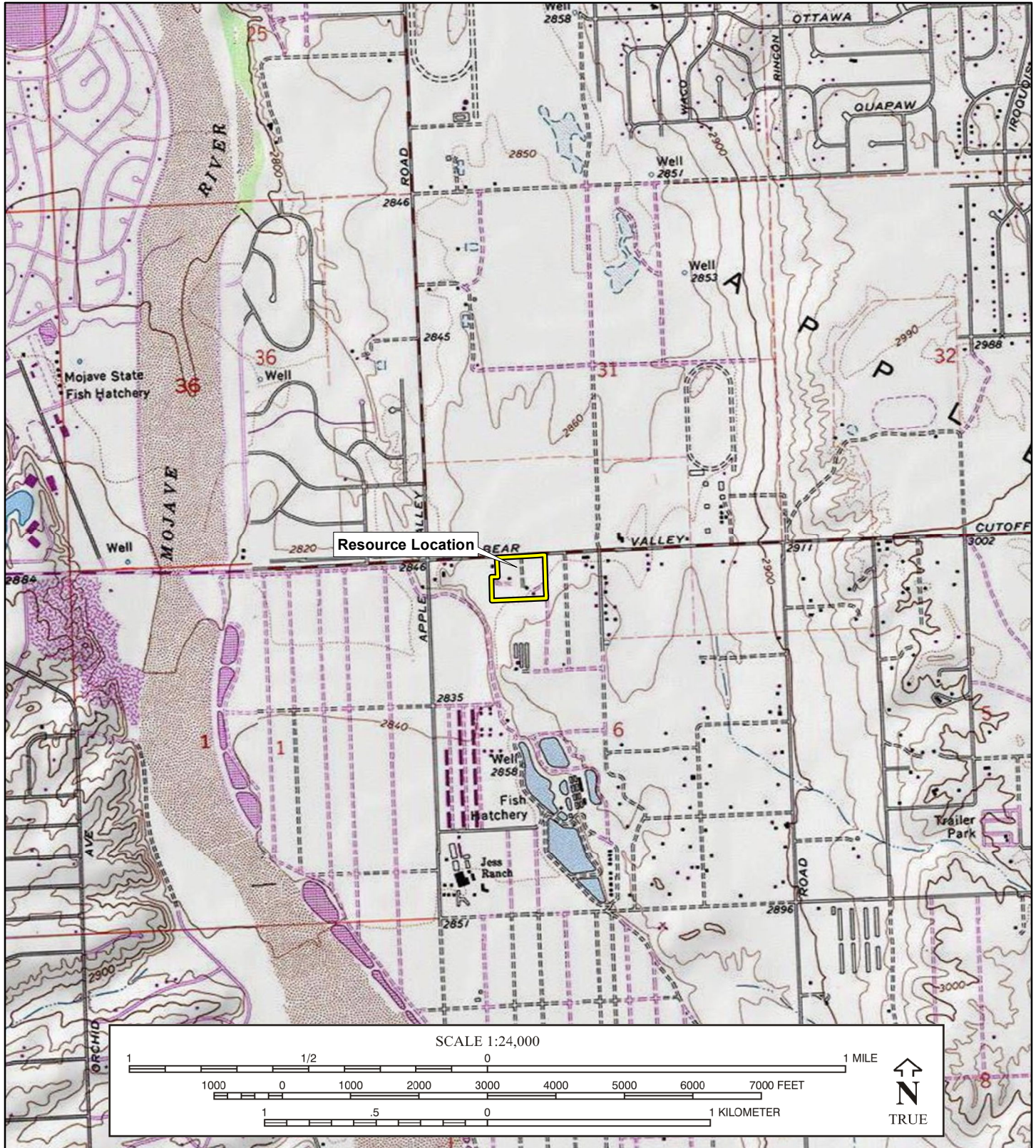
Feature	Trench	Depth	Recovery	Soils
7	1N	3-4 feet	-	Sandy silt
7	1S	3-4 feet	-	Sandy silt
7	1E	3-4 feet	-	Sandy silt
7	1W	3-4 feet	(Metal septic tank)	Sandy silt

Feature 8 was a residence of wood frame and cement plaster construction – charred structural debris indicate it also burned down.

Feature	Trench	Depth	Recovery	Soils
8	8N	3-4 feet	-	Sandy silt
8	8S	3-4 feet	-	Sandy silt
8	8E	3-4 feet	Temporally ambiguous refuse (sanitary food can)	Sandy silt
8	8W	3-4 feet	-	Sandy silt

State of California - Resource Agency
DEPARTMENT OF PARKS AND RECREATION
LOCATION MAP

Primary # _____
HRI # _____
Trinomial _____



State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
SKETCH MAP

Primary # _____
HRI # _____
Trinomial _____

Drawn By: Rory Goodwin

Date: October 18, 2022

