

Land Use (57-60)

Planned Uses

57. *To ensure that staff has a complete project description, please state any planned project-related uses, or other intended uses including any temporary construction features, for Assessor's Parcel Numbers 331-250-08, -14, -18.*

Response: The SVEP site plan in Figure 2.1-1 of the AFC includes the SVEP project site as proposed by the applicant including approximately 3 acres of laydown area. The AFC includes all of the project-related uses or other intended uses proposed by VSE during construction and operation.

Lot Lines

58. *Please provide written verification of the applicant's intention to eliminate the underlying lot lines, merge parcels 331-250-19 and -20, and build the entire project on one parcel. Explain how this plan will comply with Riverside County Ordinances.*

Response: VSE will execute a lot line adjustment process through the County of Riverside to merge the project parcels into a single parcel. This will comply with Riverside County Ordinances, which do not permit construction across individual parcel boundaries.

Grant Deed and Title Report

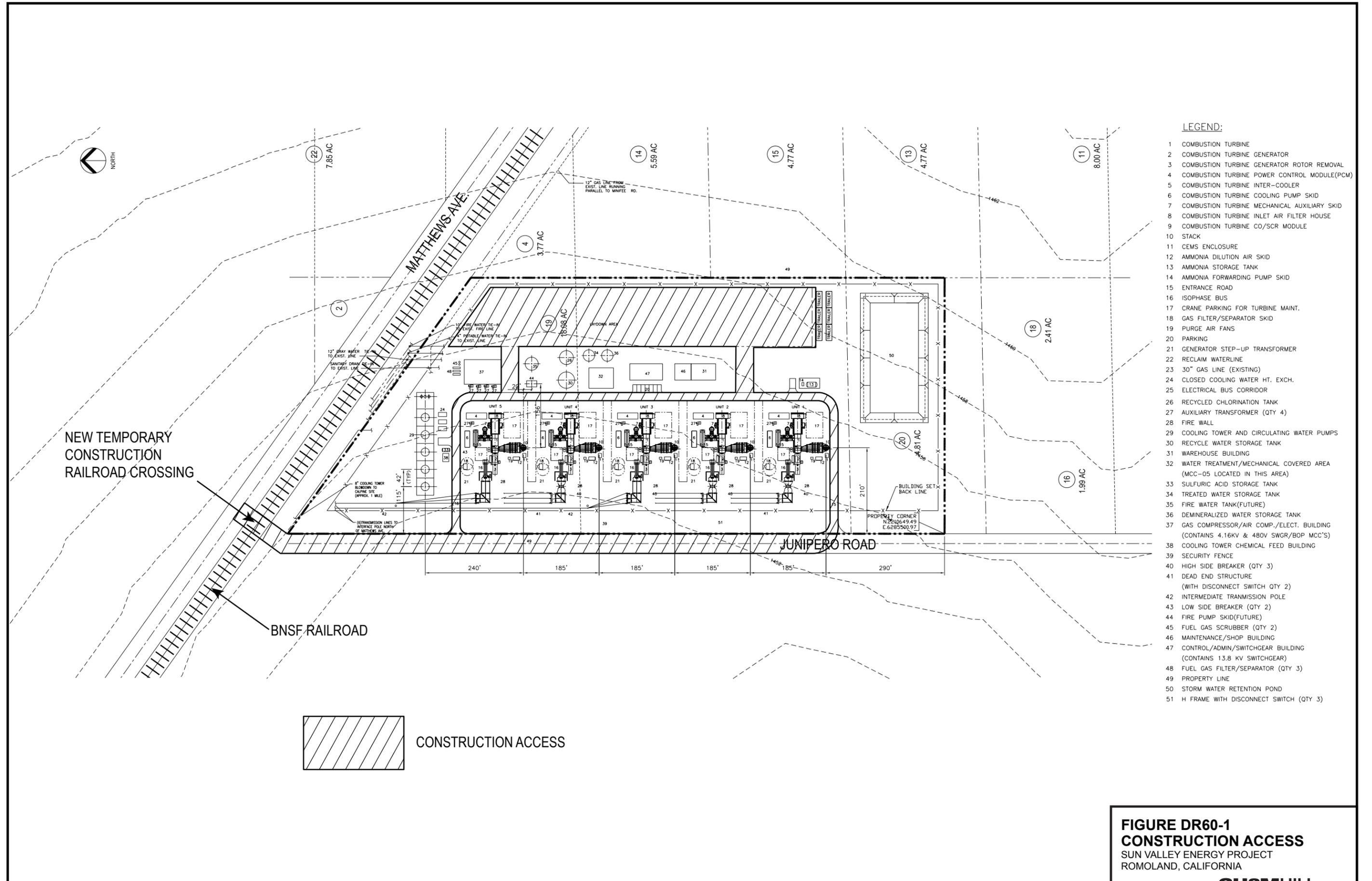
59. *For staff to determine whether parcels 331-250-8,-18,-19 and -20 have legal access, please provide a Grant Deed and Title Report for those parcels.*

Response: Attachment LU-1 provides the Title Report and Grant Deed. A Plotted Easements figure in the title report, reference number 163913, describes the easements along Junipero and Rouse (aka Russell) Roads that are proposed for operational site access.

Access Route

60. *Please provide a plot plan that shows the planned access route to key areas of the proposed project site including the proposed laydown area shown on the east side of parcel 331-250-19.*

Response: Figure DR60-1 shows the planned access route to key areas of the project site including the construction laydown area.





**First American Title Insurance Company
National Commercial Services
3625 Fourteenth Street
Riverside, CA 92501**

May 16, 2005

Bruce Springer
Grubb & Ellis
3401 Center Lake Drive, Suite 500
Ontario, CA 91761
Phone: (909) 605-1100
Fax: (909) 390-8645

Title Officer: Greg Franke
Phone: (951) 781-8637
Fax No.: (951) 498-8925
E-Mail: gfranke@firstam.com

Escrow Officer: Toni L. Williams
Phone: (909) 510-6200

Buyer: Germania Corporation and/or assignee

Owner: Tuffli Company Inc.

Property: Vacant Land, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of May 03, 2005 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

Standard Owners

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Tuffli Company Inc., a California corporation

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2005-2006, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. The lien of bonds and assessment liens, if applicable, collected with the general and special taxes.
4. Water rights, claims or title to water, whether or not shown by the public records.

The following matters affect Parcels A thru D

5. An easement for pole lines, conduits and incidental purposes, recorded May 11, 1928 in Book 765 of Deeds, Page 183.
In Favor of: Southern Sierras Power Company
Affects: As described therein
6. An easement for water lines and incidental purposes, recorded July 31, 1947 in Book 861, Page 131 of Official Records.
In Favor of: Homes Farms Water Company
Affects: As described therein

7. An easement for a pipeline for transportation of water and incidental purposes, recorded January 29, 1964 as Instrument No. 11707 of Official Records.

In Favor of: Eastern Municipal Water District

(Affects Parcel D)

8. An easement for road and incidental purposes, recorded September 28, 1965 as Instrument No. 110759 of Official Records.

In Favor of: Sun City Development Corporation

Affects: As described therein

(Affects Parcel D)

9. An easement for public utilities and incidental purposes, recorded April 25, 1980 as Instrument No. 78847 of Official Records.

In Favor of: General Telephone Company of California

Affects: As described therein

(Affects Parcel C)

10. The effect of a Declaration of Dedication dated January 10, 1968 executed by Kurt Kragefsky, purporting to irrevocably dedicated in perpetuity for public road purposes, public utility and public services, the property described therein, recorded March 10, 1968 as Instrument No. 54926 of Official Records of Riverside County, California.

The effect of a Resolution by the Riverside County Board of Supervisors accepting said Offer of Dedication for the purpose of vesting title in the County of Riverside on behalf of the public but not as part of the county-maintained road system recorded March 10, 1986 as Instrument No. 54926 of Official Records of Riverside County, California.

11. The effect of a Declaration of Dedication dated January 10, 1986 executed by Kurt Kragefsky, purporting to irrevocably dedicated in perpetuity for public road purposes, public utility and public services the property described therein, recorded March 10, 1968 as Instrument No. 54925 of Official Records of Riverside County, California.

The effect of a Resolution by the Riverside County Board of Supervisors accepting said Offer of Dedication for the purpose of vesting title in the County of Riverside on behalf of the public, but not as part of the county-maintained road system recorded March 10, 1986 as Instrument No. 54925 of Official Records of Riverside County, California.

12. The effect of a Certificate of Compliance and Waiver of Parcel Map recorded May 19, 1986 as Instrument No. 115651 and June 5, 1986 as Instrument No. 131141 both of Official Records of Riverside County, California.

13. The effect of a Certificate of Compliance and Waiver of Parcel Map recorded October 10, 1986 as Instrument No. 253275 of Official Records of Riverside County, California.

The following matters affect Parcel E

14. An easement for public utilities and incidental purposes, recorded May 11, 1928 in Book 765 of Deeds, Page 183.
In Favor of: Southern Sierras Power Company
Affects: As described therein

15. Rights of way, reservations, covenants, conditions and restrictions as contained in various deeds of record from Alexander Hursh, Romola, Incorporated, Ethanac Rancho, Ltd., and/or Home Farms Corporation.

16. An easement for a road and incidental purposes in the document recorded July 30, 1971 as Instrument No. 84903 of Official Records.

The exact location and extent of said easement is not disclosed of record.

17. An easement for public utilities and incidental purposes, recorded June 2, 2000 as Instrument No. 00-310505 of Official Records.
In Favor of: Southern California Edison Company, a corporation
Affects: As described therein

18. Rights of parties in possession.

INFORMATIONAL NOTES

- 1. Taxes for proration purposes only for the fiscal year 2004-2005.
 First Installment: \$489.61, PAIDWPEN
 Second Installment: \$489.61, PAID
 Tax Rate Area: 089-038
 APN: 331-250-008-0

- 2. Taxes for proration purposes only for the fiscal year 2004-2005.
 First Installment: \$838.86, PAIDWPEN
 Second Installment: \$838.86, PAID
 Tax Rate Area: 089-038
 APN: 331-250-014-5

- 3. Supplemental taxes for the fiscal year 2003-2004 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
 First Installment: \$288.39, PAIDWPEN
 Penalty: \$28.84
 Second Installment: \$288.39, PAID
 Penalty: \$48.84
 Tax Rate Area: 089-038
 A. P. No.: 051-953-349-3

- 4. Taxes for proration purposes only for the fiscal year 2004-2005.
 First Installment: \$319.41, PAIDWPEN
 Second Installment: \$319.41, PAID
 Tax Rate Area: 089-038
 APN: 331-250-018-9

- 5. Supplemental taxes for the fiscal year 2003-2004 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
 First Installment: \$132.06, PAIDWPEN
 Penalty: \$13.21
 Second Installment: \$132.06, PAID
 Penalty: \$33.21
 Tax Rate Area: 089-038
 A. P. No.: 051-953-350-3

6. Taxes for proration purposes only for the fiscal year 2004-2005.
First Installment: \$2,716.64, PAIDWPEN
Second Installment: \$2,716.64, PAID
Tax Rate Area: 089-038
APN: 331-250-019-0
7. Supplemental taxes for the fiscal year 2003-2004 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
First Installment: \$1,129.06, PAIDWPEN
Penalty: \$112.91
Second Installment: \$1,129.06, PAID
Penalty: \$132.91
Tax Rate Area: 089-038
A. P. No.: 051-953-351-4
8. Taxes for proration purposes only for the fiscal year 2004-2005.
First Installment: \$725.01, PAIDWPEN
Second Installment: \$725.01, PAID
Tax Rate Area: 089-038
APN: 331-250-020-0
9. Supplemental taxes for the fiscal year 2003-2004 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
First Installment: \$293.44, PAIDWPEN
Penalty: \$29.34
Second Installment: \$293.44, PAID
Penalty: \$49.34
Tax Rate Area: 089-038
A. P. No.: 051-953-352-5
10. The property covered by this report is vacant land.
11. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded July 15, 2003 as Instrument No. 2003-523261 of Official Records.
From: Eugene Gabrych and Marian Gabrych, husband and wife as joint tenants
To: Tuffli Company Inc., a California corporation

A document recorded July 28, 2004 as Instrument No. 2004-0582362 of Official Records.
From: Anacapa Land Company, LLC, a Delaware limited liability company
To: Tuffli Company Inc., a California corporation
12. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

13. We find no open deeds of trust. Escrow please confirm before closing.

Wire Instructions

Bank Name: First American Trust Company
Santa Ana Branch
421 North Main Street
Santa Ana, CA 92701

ABA Number: 122241255

For Credit To: First American Title Company Demand Account
Account Number: 18012

Reference: File No.: NCS-163913-ONT1
Attn: Greg Franke
Phone: (951) 781-8637

FUNDS FOR OTHER LOANS BEING INSURED BY FIRST AMERICAN TITLE MUST NOT BE COMBINED INTO ONE WIRE - OR FUNDS MAY BE RETURNED.

NOTE: ALL WIRES MUST REFERENCE (1) FIRST AMERICAN TITLE COMPANY AND (2) OUR ACCOUNT NUMBER - OR FUNDS MAY BE RETURNED

TO ENSURE RECORDING, THE TITLE OFFICER MUST BE ADVISED BEFORE THE WIRE IS SENT.

DISREGARD IF FIRST AMERICAN IS YOUR ESCROW SETTLEMENT AGENT - - CONTACT ESCROW OFFICER FOR WIRE INSTRUCTIONS.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American 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.

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

PARCEL A:

ALL THAT PORTION OF LOTS 953 THROUGH 958 OF ROMOLA FARMS NO. 10 AS SHOWN BY MAP ON FILE IN BOOK 15 PAGES 29 THROUGH 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, INCLUDED WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE NORTHWEST CORNER OF LOT 953 OF ROMOLA FARMS NO. 10, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 15 PAGE(S) 29, 30 AND 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH 53° 35' 14" EAST ALONG THE SOUTHWESTERLY LINE OF RUSSELL ROAD, 1,567.98 FEET TO A POINT ON THE WESTERLY LINE OF MENIFEE ROAD; THENCE SOUTH 0° 31' 24" WEST, ALONG THE WESTERLY LINE OF MENIFEE ROAD, 1,406.84 FEET TO A POINT ON THE NORTHERLY LINE OF ROUSE ROAD; THENCE NORTH 89° 51' 11" WEST, ALONG THE NORTHERLY LINE OF SAID ROAD, 306.36 FEET; THENCE NORTH 53° 35' 14" WEST, 1,221.69 FEET TO A POINT ON THE EASTERLY LINE OF JUNIPERO ROAD; THENCE NORTH 0° 31' 38" EAST, ALONG THE EASTERLY LINE OF SAID ROAD, 1,611.62 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION LYING EASTERLY OF THE EASTERLY LINES OF LOTS 954 THROUGH 959 INCLUSIVE OF SAID TRACT;

ALSO EXCEPT THAT PORTION LYING SOUTH OF A LINE PARALLEL WITH AND 360 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE NORTHERLY LINE OF LOT C (ROUSE ROAD) AS SHOWN ON SAID MAP.

PARCEL B:

THE EAST HALF OF LOT G (JUNIPERO ROAD) OF ROMOLA FARMS NO. 10, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 15 PAGE(S) 29, 30 AND 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THAT PORTION OF SAID LOT G DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT G; THENCE NORTH 722.75 FEET TO THE POINT ON THE EASTERLY LINE OF SAID LOT; THENCE NORTH 53° 35' 14" WEST, TO A POINT ON THE WESTERLY LINE OF SAID LOT G; THENCE SOUTH ALONG THE WESTERLY LINE TO THE SOUTHWEST CORNER OF SAID LOT; THENCE EASTERLY TO THE POINT OF BEGINNING.

PARCEL C:

THAT PORTION OF LOT A (RUSSELL ROAD) OF ROMOLA FARMS NO. 10, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 15 PAGE(S) 29, 30 AND 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WHICH LIES SOUTHERLY OF THE SOUTHERLY LINE OF LOT A (MC LAUGHLIN ROAD) PROLONGED EASTERLY ACROSS RUSSELL ROAD AND WESTERLY OF THE NORTHERLY PROLONGATION OF THE WESTERLY LINE

OF LOT J (MENIFEE ROAD), AS SAID ROADS ARE SHOWN ON SAID MAP, SAID ROAD HAVING BEEN VACATED FEBRUARY 5, 1962 BY RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, A COPY OF SAID RESOLUTION HAVING BEEN RECORDED FEBRUARY 6, 1962 AS INSTRUMENT NO. 11656 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THAT PORTION LYING WESTERLY OF THE NORTHERLY PROLONGATION OF THE CENTER LINE OF LOT G, AS SHOWN ON SAID MAP;

ALSO EXCEPT THAT PORTION LYING EASTERLY OF THE NORTHERLY PROLONGATION OF THE EASTERLY LINES OF LOTS 954 THROUGH 959 INCLUSIVE AS SHOWN ON SAID MAPS.

PARCEL D:

LOTS 980 AND 981 OF ROMOLA FARMS NO. 10, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 15 PAGE 29 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

TOGETHER WITH THAT PORTION OF LOT A (RUSSELL ROAD) ADJOINING SAID LAND, VACATED, FEBRUARY 5, 1962 BY RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED FEBRUARY 6, 1962 AS INSTRUMENT NO. 11656 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WHICH WOULD PASS BY NORMAL OPERATION OF LAW.

PARCEL E:

THOSE PORTIONS OF LOTS 958, 959 AND 976 OF ROMOLA FARMS NO. 10, AS SHOWN BY MAP ON FILE IN BOOK 15 PAGE(S) 29 TO 31, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTRY, CALIFORNIA, TOGETHER WITH THAT PORTION OF LOT G (JUNIPERO ROAD) ADJOINING SAID LOTS 958 AND 959 ON THE WEST AND TOGETHER WITH THAT PORTION OF LOT C (RUSSEL, FORMERLY ROUSE ROAD) ADJOINING SAID LOTS 959 AND 976 ON THE SOUTH AS SAID ROADS WERE VACATED AND ABANDONED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, A CERTIFIED COPY OF WHICH RECORDED FEBRUARY 6, 1962 AS INSTRUMENT NO. 11656 OF OFFICIAL RECORDS, LYING SOUTHERLY OF A LINE PARALLEL WITH AND 390 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN;

EXCEPTING THEREFROM THAT PORTION THEREOF LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 976, SAID POINT BEING NORTH 89°51'11" WEST 306.36 FEET, MEASURED ALONG SAID LAST MENTIONED SOUTHERLY LINE FROM THE SOUTHEAST CORNER OF SAID LOT 976; THENCE NORTH 53°35'14" WEST, 1221.69 FEET TO A POINT ON THE EASTERLY LINE OF SAID JUNIPERO ROAD, (LOT G), SAID LAST MENTIONED POINT BEING SOUTH 00°31'31" WEST, 1611.29 FEET, MEASURED ALONG SAID EASTERLY LINE FROM THE NORTHWEST CORNER OF LOT 953, AS SHOWN ON SAID MAP OF ROMOLA FARMS NO. 10.

APN: 331-250-008-0 and 331-250-014-5 and 331-250-018-9 and 331-250-019-0 and 331-250-020-0

The First American Corporation
First American Title Company
Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B**

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or

created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy; (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

* land use

* land division

* improvements on the land

* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- * a notice of exercising the right appears in the public records on the Policy Date
- * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.

3. Title Risks:

- * that are created, allowed, or agreed to by you
- * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
- * that result in no loss to you
- * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
- * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:

a. building	b. zoning
c. land use	d. improvements on the land
e. land division	f. environmental protection

This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.

3. The right to take the Land by condemning it, unless:

- a. a notice of exercising the right appears in the Public Records at the Policy Date; or
- b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.

4. Risks:

- a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
- b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
- c. that result in no loss to You; or
- d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.

5. Failure to pay value for Your Title.

6. Lack of a right:

- a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- b. in streets, alleys, or waterways that touch the Land.

This exclusion does not limit the coverage described in Covered Risk 11 or 18.

12. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE WITH EAGLE PROTECTION ADDED

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or area of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under insuring provisions 14, 15, 16 and 24 of this policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under insuring provisions 14, 15, 16 and 24 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph (d) does not limit the coverage provided under insuring provisions 7, 8, 16, 17, 19, 20, 21, 23, 24 and 25); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon:
 - (a) usury, except as provided under insuring provision 10 of this policy; or
 - (b) any consumer credit protection or truth in lending law.
6. Taxes or assessments of any taxing or assessment authority which become a lien on the Land subsequent to Date of Policy.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.
8. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided under insuring provision 7.
9. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than **it would have** been before the modification.
 This exclusion does not limit the coverage provided under insuring provision 7.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Environmental protection liens provided for by the following existing statutes, which liens will have priority over the lien of the Insured Mortgage when they arise: NONE.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH EAGLE PROTECTION ADDED WITH REGIONAL EXCEPTIONS

When the American Land Title Association loan policy with EAGLE Protection Added is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 12 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

Part Two:

1. Environmental protection liens provided for by the following existing statutes, which liens will have priority over the lien of the Insured Mortgage when they arise: NONE

Approved as to legal features: I.B.P. Attorney

Received for record May 11, 1928, at 45 min. past 11 o'clock A. M. at request of #869
I. B. Potter, Copied in Book No. 765 of Deeds, page 182, et seq., Records of
Riverside County, California.

Fees \$1.00

Jack A. Ross, Recorder

Compared: Copyist; A. Lamkin; Comparer: E. Kettering

-o-o-o-

ALEXANDER HURSH)
TO (RIGHT OF WAY
SOUTHERN SIERRAS POWER COMPANY) Los Angeles, California, May 4, 1928

WHEREAS, ALEXANDER HURSH, doing business under the fictitious name and style of the Pacific Development Company, is the owner of certain lands comprised in a single parcel and located in the County of Riverside, State of California, which parcel of land has been by said owner subdivided into lots, blocks, streets, alleys highways and public places as shown on a map or plat entitled "Remola Farms No. 10 Being a Subdivision of the SW $\frac{1}{2}$ of Sec. 13; the SE $\frac{1}{2}$ of Sec. 14; the E $\frac{1}{2}$ of the NE $\frac{1}{2}$ and the NW $\frac{1}{2}$ of the NE $\frac{1}{2}$ and a portion of the SW $\frac{1}{2}$ of the NE $\frac{1}{2}$ of sec. 23; the NW $\frac{1}{2}$ and the W $\frac{1}{2}$ of the NE $\frac{1}{2}$ and a portion of the E $\frac{1}{2}$ of the NE $\frac{1}{2}$ of Sec. 24 T 5 S. R 3 W; and a portion of the NW $\frac{1}{2}$ of Sec. 19, T 5 S. R 2 W. S. E. M."

which map or plat is now of record in Map Book Number 15 at pages 29-30-31 records of Riverside County; and

WHEREAS, it is desired by the parties hereto that a supply of electric energy be transmitted to and public services continuously delivered and maintained upon said parcel of land by The Southern Sierras Power Company, an electrical public service corporation, or by its successors or assigns, so that the present and future owners and occupants of the various lots and blocks included within said entire parcel may enjoy electric service from time to time; now therefore,

THIS INDENTURE FURTHER WITNESSETH:

That for and in consideration of the premises and the sum of One Dollar (\$1.00) lawful current money of the United States of America, in hand paid to the undersigned grantor by the said The Southern Sierras Power Company, receipt whereof is hereby fully acknowledged, a right of way is hereby granted to the said The Southern Sierras Power Company, its successors and assigns with the right to erect and maintain its poles or other supports with wires and fixtures thereon necessary for the purposes of the said The Southern Sierras Power Company along over, across and upon all the streets, alleys highways and public places, and over, along and upon all division property lines (excepting those lot property lines which coincide with the boundary lines of the various streets and alleys) which are shown on the above described map or plat as being a part of the said subdivision; and to clear, grade and keep its said right of way, with the poles, wires and fixtures thereon, free from brush and wood growth to such width as may be necessary for protection against fire.

It is understood and agreed that by its acceptance of this grant the said The Southern Sierras Power Company agrees, for itself and its successors to erect and maintain its electric service lines along the right of way line or lines herein

described only in such manner, to such extent and at such times as will meet the actual and reasonable needs of the owners and occupants of the lots and blocks included in the said subdivision parcel. It being further agreed and understood that such extensions of service shall in each case be justified by an assured reasonable revenue to be derived therefrom.

It is agreed that the employees of the said The Southern Sierras Power Company, with their equipment, shall whenever necessary have the right of access, transportation and travel to and along said right of way and the supports and wires thereon, for all necessary purposes, including the purposes of inspection, renewals, repairs and additions provided always that the said Power Company, its successors or assigns, shall be responsible for any damages which may by such employees be unnecessarily done to the property above described.

PACIFIC DEVELOPMENT COMPANY

By Alexander Hursh, Its sole owner

Ferris R.E.A. 516 - 342

State of California,)
) ss
County of Los Angeles.)

On this 4th day of May, in the year one thousand nine hundred and twenty eight, before me, Lucile M. Head, a Notary Public in and for said County and State, personally appeared Alexander Hursh, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

Lucile M. Head,
Notary Public in and for the County of
Los Angeles, State of California.
My Commission expires April 17, 1931

(NOTARIAL SEAL)

Description checked: P.V. H. Approved, E.J.W. Engineer
Approved as to legal features: I.B.P. Attorney

#870

Received for record May 11, 1928, at 45 min. past 11 o'clock A. M. at request of
I. B. Potter, Copied in Book No. 765 of Deeds, page 183, et seq., Records of
Riverside County, California.

Fees \$1.20

Jack A. Ross, Recorder

Compared: Copyist; A. Lamkin; Comparer: E. Kettering

HOME FARMS WATER COMPANY ET AL)
TO) DEED OF ASSETS OF CORPORATION IN DISSOLUTION
ALBERT E. KERN, ET AL)

THIS DEED, made December 15th, 1943, between HOME FARMS WATER COMPANY, a California Corporation, and ALBERT E. KERN, SAMUEL HAMBURGER, AL FREEDMAN and LEWIS B. LEVIN, constituting all of the Directors of said Home Farms Water Company, parties of the first part, and ALBERT E. KERN, AL FREEDMAN and SAMUEL HAMBURGER, constituting the owners and holders, in equal shares, of the entire issued and outstanding shares of the capital stock of said Home Farms Water Company, parties of the second part,

W I T N E S S E T H :

WHEREAS, all of the shareholders of said Home Farms Water Company heretofore, in writing, consented to and authorized the dissolution of said corporation, and in said writing requested that all of the known assets and property, real and personal, of said corporation be assigned, granted, conveyed and distributed in kind in equal undivided interests to its shareholders; and

WHEREAS, Albert E. Kern, Al Freedman and Samuel Hamburger constitute all of the owners and holders, in equal shares, of the entire issued and outstanding shares of the capital stock of said Home Farms Water Company; and

WHEREAS, the certificate of the election to wind up and dissolve said corporation was filed in the office of the Secretary of State of the State of California on November 24th, 1943, and a certified copy of said certificate was filed in the office of the County Clerk of Riverside County, California, on November 29th, 1943; and

WHEREAS, said corporation has no debts or liabilities excepting indebtedness to said parties of the second part herein;

NOW, THEREFORE, in accordance with the plan and method of dissolution of said corporation, viz, the conveyance of all known assets thereof to said three shareholders, and for the purpose of accomplishing the winding up and dissolution of said corporation and to so distribute its said assets so that the final certificate of dissolution can be made and filed, and parties of the first part herein do hereby grant, assign, convey and distribute to the parties of the second part herein, in equal shares, the following described property in Riverside County, California, to-wit:

Parcel 1. The South 132 feet of Lot 125 and that certain portion of Lot 131 of Romola Farms No. 3, recorded in Book 13, page 80 of Maps in the office of the County Recorder of the County of Riverside, State of California, lying within the East 53 acres of the West 106-2/3 acres of the Northeast quarter of Section 10, Township 5 South, Range 3 West, San Bernardino Base and Meridian.

Parcel 2. Lot 141 and that portion of Lot 131 of Romola Farms No. 3, as per map recorded in Book 13, page 80 of Maps in the office of the County Recorder of the County of Riverside, State of California, lying within the East 53 acres of the Northeast quarter of Section 10, Township 5 South, Range 3 West, San Bernardino Base and Meridian.

Parcel 3. The East 256 feet of Lot 260-A of Romola Farms No. 5, as per map on file in Book 14, pages 44, 45 and 46 of Maps in the office of the County Recorder of the County of Riverside, State of California.

Parcel 4. The East 30 feet of that portion of the West half of the Southwest quarter of Section 10, Township 5 South, Range 3 West, San Bernardino Base and Meridian, lying within the boundary lines of Lot 6 of Waters Homestead, as shown by map on file in Book 14, page 681, of Maps, in the office of the County Recorder of the County of San Diego.

Parcel 5. All water, water rights, pipe lines, pumping plants and equipment used in connection therewith, pump house, flumes, pipe lines and other conduits for the carriage and distribution of water now located on or appurtenant to Parcel 1 herein, together with the right to enter upon said Parcel 1 and dig or otherwise excavate for wells or for the purpose of water development, together with a right of way for pipe lines and other conduits necessary to carry water from any wells now located or may at any time in the future be located thereon, together with sufficient ground around any well now or hereafter located on said Parcel 1 necessary for the proper utilization of the said well or other water development, together with the right to enter thereon for the purpose of maintenance thereof, together with all other property and rights reserved in deed from R. G. Watson, et al (predecessors in interest of Home Farms Water Company, formerly Watson Water Company), recorded September 5th, 1925, in Book 651, page 173 of Deeds and in deed recorded October 22nd, 1925, in Book 653, page 324, of Deeds in the office of the County Recorder of the County of Riverside, California, to which records reference is made for particulars.

Parcel 6. The perpetual and exclusive right to all water at any time being on or under said Parcels 1 and 4, including the right to enter upon said land for the purpose of drilling wells, and a right of way across said property or any part thereof for laying, maintaining, use and repair of such pipe lines and ditches as may be necessary for the conveyance of water, together with all wells, well equipment, pumps, pumping equipment, pipe lines, pipe equipment, open ditches and reservoirs on said Parcels 1 and 4 as granted to Watson Water Company, a corporation, now Home Farms Water Company, a corporation, by deed recorded July 19th, 1933, in Book 129, page 50 of Official Records and recorded June

June 6th, 1935, in Book 236, page 83 of Official Records in the office of the County Recorder of the County of Riverside, State of California, together with all other property and rights conveyed by said deeds, to which records reference is made for particulars.

Parcel 7. The right to enter said Parcel 2 for the purpose of construction, maintaining and repairing any wells, pipe lines or other water conduits as may be necessary for the conveyance of water over, across, or through Parcel 2, together with all water and water rights belonging, or in anywise appurtenant to said property, together with perpetual and exclusive right to all water in or under said land, and further reserving the ownership of any well, well equipment, pumping plants or appurtenances thereto as reserved in the deed from Home Farms Water Company, a corporation, to Irving Fogler and Myrtle O. Fogler, husband and wife, recorded October 28th, 1940, in Book 558, Page 377 of Official Records in the office of the County Recorder of the County of Riverside, State of California, together with all other property and rights reserved in said deed, to which record reference is made for particulars.

Parcel 8. All water rights, pipe lines and pumping equipment in and upon Parcel 4 as described in the deed from Milton J. Trumble and wife to Watson Water Company, now Home Farms Water Company, a corporation, by deed recorded October 29th, 1927, in Book 738, page 68 of Deeds in the office of the County Recorder of the County of Riverside, State of California, together with all other property and rights conveyed by said deed, to which record reference is made for particulars.

Parcel 9. Seven operating water wells, including their pumps, motors, pipe and all other equipment thereof and the lands upon which they are located, and the right to operate and take and transport water from each of said wells, and the right of ingress and egress to and from each of said wells, which are known and located as follows:

Well No. 8 on Lot 131, Well No. 9 on Lot 141, and Well No. 10 on Lot 125 of Romola Farms No. 3 in the Northeast quarter of Section 10, as per map recorded in Book 13, page 50 of Maps in the office of the County Recorder of Riverside County, California.

Well No. 23 on the East 30 feet of that portion of the West half of the Southwest quarter of Section 10, Township 5 South, Range 3 West, San Bernardino Base and Meridian, lying within the boundary lines of Lot 6 of Waters Homestead, as shown by map on file in Book 14, page 691 of Maps in the office of the County Recorder of the County of San Diego.

Well No. 11 on Lot 32 of Ramola Farms No. 5 near the Southwest corner of the Northwest quarter of Section 11, as per map on file in Book 14, pages 44, 45 and 46 of Maps in the office of the County Recorder of Riverside County, California.

Well No. 13 on Lot 37 of Ramola Farms No. 5 near the Northwest corner of the Southeast quarter of Section 11, as per map on file in Book 14, pages 44, 45 and 46 of Maps in the office of the County Recorder of Riverside County, California.

Well No. 15 in Lot 268A of Ramola Farms No. 5 in the Southeast quarter of Section 12, as per map on file in Book 14, pages 44, 45 and 46 of Maps in the office of the County Recorder of Riverside County, California.

Parcel 10. Two Water Booster Plants, including pumps, motors, pipe and all other equipment thereof and the lands upon which they are located, and the right to operate them, and the right of ingress and egress to and from each of them, which are located as follows:

One near the Southeast corner of Section 10 in Romoland.

The Other in Lot 590 of Ramola Farms No. 10 in the Southeast quarter of Section 14.

Parcel 11. The water Reservoir on Lots 12, 13 and 20 of Ramola Farms No. 5 in the Northwest quarter of Section 11 and the land upon which said reservoir is located, and the rights to use the same to store and remove and use water.

Parcel 12. All of the pipe lines connected with said seven water wells and all of the pipe lines running from said wells to the lands irrigated thereby; and all of the pipe lines connected with said two water booster plants and all of the pipe lines running from said booster plants to the lands irrigated thereby.

The exclusive right to use all of the above described pipe lines for transportation of water to the lands irrigated thereby, and the right to maintain, repair and replace all of said pipe lines, with rights of ingress and egress to and from said pipe lines for the exercise of all of said rights of use, maintenance, repair and replacement, and the rights of way across lands of others for the exercise of all of said rights of use, maintenance, repair and replacement.

Also all other property, whether real, personal or mixed, and any interest therein, wherever situated in the State of California owned by Home Farms Water Company and/or standing of record in the name of Home Farms Water Company or in its former name of Watson Water Company, a Corporation, whether described herein or not.

IN WITNESS WHEREOF, said Home Farms Water Company has caused its corporate name and seal to be subscribed and affixed hereto by its Vice President and Secretary, pursuant to resolutions of its directors and shareholders, and the said directors of said corpora-

tion have affixed their signatures hereto as such directors, all on the day and year first hereinabove set forth.

(CORPORATE SEAL)

HOME FARMS WATER COMPANY,
By Al Freedman, Vice President
By Samuel Hamburger, Secretary.

Albert E. Kern
Al Freedman
Samuel Hamburger
Lewis B. Levin

STATE OF CALIFORNIA)
County of San Francisco) ss.

On this 15th day of December in the year one thousand nine hundred and forty-three before me, Mary A. Lapachet, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Samuel Hamburger known to me to be the Secretary of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City and County of San Francisco, the day and year in this certificate first above written.

Mary A. Lapachet
Notary Public in and for the City and County
of San Francisco, State of California.

(NOTARIAL SEAL)

My commission expires October 29, 1945

STATE OF CALIFORNIA)
CITY AND COUNTY OF SAN FRANCISCO) ss.
~~CITY-OF-SAN-FRANCISCO-~~)

On this 15th day of December, 1943, before me, MARY A. LAPACHET, a Notary Public in and for said County and State, personally appeared Albert E. Kern, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Mary A. Lapachet
Notary Public in and for
said County and State.

(NOTARIAL SEAL)

My commission expires October 30, 1945

STATE OF CALIFORNIA)
CITY AND COUNTY OF SAN FRANCISCO) ss.
~~COUNTY-OF-LOS-ANGELES~~)

On this 15th day of December, 1943, before me, MARY A. LAPACHET, a Notary Public in and for said County and State, personally appeared Samuel Hamburger, Al Freedman, and Lewis B. Levin, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

M.A.L.
n.p.

WITNESS my hand and official seal.

Mary A. Lapachet,
Notary Public in and for
said County and State.

(NOTARIAL SEAL)

My commission expires October 30, 1945.

STATE OF CALIFORNIA,)
County of Los Angeles) ss.

On this 15th 20th day of December November, 1943 1946, before me, K. Egan, a Notary Public in and for said County and State, personally appeared Al Freedman, known to me to be the Vice President and known to me to be the Secretary of the corporation described in and that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

K. Egan,
K. EGAN
NOTARY PUBLIC

(NOTARIAL SEAL)

My commission expires October 29, 1948

STATE OF CALIFORNIA,)
County of Los Angeles) ss.

On this 20th day of November, 1946, before me, the undersigned, a Notary Public in and for said County, personally appeared Al Freedman, known to me to be the person

whose name is subscribed to the within instrument, and acknowledged that he executed the same.

WITNESS my hand and official seal.

(NOTARIAL SEAL)

My commission expires Oct. 29, 1948

K. Egan,
K. EGAN,
NOTARY PUBLIC

#3962

Received for record Jul 31, 1947 at 30 Min. past 9 o'clock A.M., at request of SECURITY TITLE INS. & TRST. CO. Copied in Book No. 861 of Official Records, Page 131, et seq., Records of Riverside County, California.

Fees \$4.60

Jack A. Ross, Recorder

Compared: Courtist J. Hale;

Comparer D. Merritt.

+++++

NOTICE OF COMPLETION

STATE OF CALIFORNIA,)
County of Riverside) ss.

George E. Stearns and Laura V. Stearns, his wife, Arlington, California, being first duly sworn, deposes and says: that he is now, and was upon the 8th day of January, 1947, the owner-in fee simple of that certain real property situated in the city-of, County of Riverside, State of California, and particularly described as follows, to-wit: No. 11205 Pierce Street, in the-city-of said County and State, which premises are particularly described as follows, to-wit:

Beginning at a point on the Southeasterly line of said Lot 2, 50 feet Southwesterly from the most Easterly corner thereof, said point being also the Southwesterly corner of that certain parcel of land conveyed to Paul Gallion by Deed recorded July 12, 1940 in Book 462 page 510 of Official Records of Riverside County, California;

Thence South 60° 37' West along the Southeasterly line of said Lot, 40 feet;

Thence North 27° 25' 30" West, 100 feet;

Thence North 60° 37' East, 40 feet to the Southwesterly line of that certain parcel of land conveyed to Paul Gallion here-in-above referred to;

Thence South 27° 25' 30" East along the Southwesterly line of said parcel, 100 feet to the point beginning, as per map in Book 7 page 66 of Maps, records of Riverside County in the office of the County Recorder of said County.

THAT as such owner of said land, affiant, about the 8th day of January, 1947, entered into a contract with James W. Gregory as-~~per-Permit-(if-any)-Per~~ dated January 8, 1947, for the erection and construction or work of improvement upon the land above described, of a certain building or work of improvement, to-wit: A dwelling house

THAT said building or work of improvement has been duly constructed ~~improved-etered~~ and the same actually completed on the 24th day of July, 1947, by James W. Gregory,

The record owner in fee simple ~~under-contract~~ of the lot at the time the construction or work of improvement was commenced and accepted by the undersigned on the same day was George E. Stearns and Laura V. Stearns, his wife.

THIS notice is given in pursuance of the provisions of Section 1187 of the Code of Civil Procedure of this State.

George E. Stearns
Laura V. Stearns

STATE OF CALIFORNIA,)
County of Riverside) ss.

On this 30th day of July in the year one thousand nine hundred and forty-seven, before me, J. W. Wells, a Notary Public, in and for said County of Riverside, State of California, residing therein, duly commissioned and sworn, personally appeared George E. Stearns and Laura V. Stearns, personally known to me to be the persons described in and whose names are subscribed to and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and Official seal at my office in Arlington, in the said County the day and year in this certificate first above written.

J. W. Wells,
Notary Public in and for Riverside
County, State of California.

(NOTARIAL SEAL)

STATE OF CALIFORNIA,)
County of Riverside) ss.

George E. Stearns and Laura V. Stearns, being duly sworn, say: That they are the owners of the land described in the foregoing notice; that they have read the same, and know the contents thereof, and the facts stated therein are true.

George E. Stearns
Laura V. Stearns

EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to the undersigned in hand paid, the receipt whereof is hereby acknowledged, the FERRIS DEVELOPMENT CORPORATION, does hereby grant to EASTERN MUNICIPAL WATER DISTRICT, a district duly organized under the Municipal Water District Law of 1911, (Division 20 of the Water Code of the State of California), its successors and assigns, an easement to lay, construct, operate, maintain, repair, renew, change the size of and remove a pipeline, with metering, regulation and other equipment for the transportation of water over and through, under, along and across those certain parcels of land situated in the County of Riverside, State of California, described as follows, to wit:

Parcel 1 ✓

A strip of land 20.00 feet in width, measured at right angles, lying under and across portions of Lots 976 to 980, inclusive, and the north half of Lot C (Rouse Road) as said Lots are shown on the map of Romola Farms No. 10 on file in Book 15, pages 29 to 31, inclusive, of Maps, Records of Riverside County, California, said strip of land lying 10.00 feet, measured at right angles, on each side of the following described line:

Beginning at the intersection of the center line of Menifee Road with the center line of Rouse Road as said Roads are shown on said map of Romola Farms No. 10;

Thence westerly along said center line of Rouse Road a distance of 40.00 feet, more or less, to a point of intersection with a line lying parallel with and 40.00 feet westerly of, measured at right angles to said center line of Menifee Road as shown on said map of Romola Farms No. 10, said point of intersection being the true point of beginning for this parcel description;

Thence northerly along said line lying parallel with and 40.00 feet westerly of, measured at right angles to said center line of Menifee Road, to an intersection with the southwesterly boundary line of Lot A (Russell Road) as said Lot A is shown on said map of Romola Farms No. 10, the east and west boundary lines of said strip of land to be prolonged or shortened as required to terminate on said southwesterly boundary line of Lot A (Russell Road).

JAN 29 1964

11707

Parcel 2

A strip of land 20.00 feet in width, measured at right angles, were particularly described as follows:

That particular portion of Lot A (Russell Road) which lies between the center line of Menifee Road (Lot J) and the center line of McLaughlin Road (Lot A) all as shown on the map of Romola Farms No. 10 on file in Book 15, pages 29 to 31, inclusive, of Maps, Records of Riverside County, California, the southwesterly boundary line of Lot A (Russell Road) to be prolonged as required to terminate on said center lines of Menifee Road and McLaughlin Road.

EXCEPTING from the above described Parcel 2 any portion thereof lying within said Menifee Road, 60.00 feet in width, as said Menifee Road presently exists.

Parcel 3

A strip of land 20.00 feet in width, measured at right angles, lying under and across a portion of the southeast quarter of the northeast quarter of Section 14, Township 5 South, Range 3 West, S.B.B. & M., said strip of land lying southwesterly of and immediately adjacent to the southwesterly boundary line of the Santa Fe Railroad Right of Way, 100.00 feet in width, between the center lines of McLaughlin Road and Palomar Road as said Railroad Right of Way and Roads are shown on the map of Romola Farms No. 11 on file in Book 15, page 32 of Maps, Records of Riverside County, California.

Grantors hereby also grant the use of so much land as is necessary in the laying down of said pipeline, the said grantors fully to use and enjoy said premises except as to the rights hereby granted and except that the erection of any buildings or other permanent structures by the grantors over the above described easement is hereby prohibited. Grantee agrees that all pipe shall be installed with a minimum cover of 30 inches.

Grantee agrees that if the pipeline to be constructed within the above described easement is permanently removed or abandoned it will, without charge, relinquish the above described easement to the owner or owners of record.

Grantee further agrees to restore to its original condition, insofar as is practicable, the surface of said land whenever said surface has been disturbed in the course of the construction, maintenance or repair of said pipeline.

IN WITNESS WHEREOF these presents are hereby signed this 21st
day of January, 1964.

A. J. Hill
W. W. B. B. B.
1967, 1968, 1969, 1970



11707

Request: Summits

RECEIVED FOR RECORD

JAN 29 1964

E. S. Sullivan, Pres.
At Request of

W. W. B. B. B.
President of Summit Records

U. S. DEPT. OF THE INTERIOR

W. W. B. B. B.
President

Sum

11707

RECORDING REQUESTED BY

AND WHEN RECEIVED MAIL TO

110759

RECEIVED FOR RECORD
SEP 28 1965

AT 9:00 O'CLOCK A.M.
AT REQUEST OF
TITLE INS. & TRUST CO.
Recorded in Official Records
of Riverside County, California

W. W. Davis

FEES \$ Recorder

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Mail Tax Statements to:
E. O. M. Investment Corp.
13721 Ventura Boulevard
Van Nuys City, California

AFFIX HERE

IN THIS SPACE

Corporation Grant Deed

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR AVAILABLE CONSIDERATION, receipt of which is hereby acknowledged,

Corporation organized under the laws of the state of _____
hereby GRANTS to

the following described real property in the
County of _____, State of California:

(For legal description attached hereto and a part hereof)

110759

All that certain real property situated in the county of Riverside, state of California, lying within Section 14, T5S, R3W, SBB&M, being also a portion of Romola Farms No. 10, as shown on the Map entitled "Romola Farms No. 10" which map was recorded January 7, 1927, in book 15 of Maps, at pages 29, 30 and 31, Riverside County Recorders, more particularly described as follows:

Parcel 1

That portion of the Southwest quarter of the Northeast quarter of Section 14, T5S, R3W, SBB&M, according to an Official Plat of said land filed in the District Land Office April 27, 1896, in the county of Riverside, state of California, described as follows:

Beginning at the intersection of the Northerly line of McLaughlin Road, 60 feet in width, with the Easterly line of Palomar Road, 40 feet wide, then North $0^{\circ} 10' 38''$ West, on the Easterly line of Palomar Road to the intersection with the Southwesterly right-of-way line of AT&SF Railroad; thence South $53^{\circ} 35' 14''$ East, on said Southwesterly right-of-way line to a point on the Northerly line of said McLaughlin Road; thence South $89^{\circ} 55' 40''$ West on said Northerly line to the point of beginning. EXCEPT that portion in Lot "A", Russell Road.

Parcel 2

Beginning at the Northwest corner of Lot 925, as shown on the above described map of Romola Farms No. 10, thence North $89^{\circ} 55' 40''$ East, 1031.11 feet along the Northerly line of Lots 925 and 950 to a point on the Southwesterly line of Russell Road, thence Southerly along the Southwesterly line of said Russell Road, South $53^{\circ} 35' 14''$ East, 353.10 feet to a point on the Westerly line of Junipero Road, thence South $0^{\circ} 31' 38''$ West, along the Westerly line of said Junipero Road, 261.62 feet; thence North $53^{\circ} 35' 14''$ West, 1612.62 feet to a point on the Easterly line of Palomar Road, thence North $0^{\circ} 10' 38''$ West along the Easterly line of said road, 862.61 feet to the point of beginning.

Parcel 3

Beginning at the Northwest corner of Lot 954 as shown on the above described map of Romola Farms No. 10; thence South $53^{\circ} 35' 14''$ East, along the Southwesterly line of Russell Road, 1567.98 feet to a point on the Westerly line of Menifee Road; thence South $0^{\circ} 31' 24''$ West, along the Westerly line of Menifee Road, 1406.84 feet to a point on the Northerly line of Rouse Road; thence North $89^{\circ} 51' 11''$ West, along the Northerly line of said road, 306.36 feet; thence North $53^{\circ} 35' 14''$ West, 1221.69 feet to a point on the Easterly line of Junipero Road; thence North $0^{\circ} 31' 38''$ East, along the Easterly line of said road, 1611.62 feet to the point of beginning.

Parcel 4

That portion of Lot A (Russell Road) as shown by map of Romola Farms No. 10, on file in Book 15, pages 29, 30 and 31 of Maps, records of Riverside County, California, which lies Southerly of the Southerly line of Lot A (McLaughlin Road) prolonged Easterly across Russell Road and Westerly of the Northerly prolongation of the Westerly line of Lot J (Menifee Road) as shown on said map, said road having been vacated February 5, 1962, by Resolution of the Board of Supervisors of Riverside County, a certified copy of said Resolution having been recorded February 6, 1962 in Book 3073, page 21, Official Records.

Parcel 5

Lot G, as shown by map of Romola Farms No. 10, on file in Book 15, pages 29, 30 and 31 of Maps, records of Riverside County, California.
EXCEPT that portion of Lot "G" described as beginning at the Southeast corner of Lot "G", thence North 722.75 feet to the point on the Easterly line of said lot; thence North $53^{\circ} 35' 14''$ West, to a point on the Westerly line of said Lot "G"; thence South along the Westerly line to the Southwest corner of said Lot; thence Easterly to the point of beginning.

Receiving therefrom unto the Grantor, its successors and assigns an easement for road purposes 40 feet in width adjacent to the Southerly boundary of the A T & S F R.R. right of way in the East half of the East half of the East half of Section 14, T5S, R3W, SBB&M.

110759

FREE OF ENCUMBRANCES, EXCEPT:

- All General and Special Taxes for the fiscal year 1965-66, a lien not yet payable;
- Conditions, restrictions, reservations, covenants, easements, rights and rights of way, of record, if any.

I, Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its ~~XXXXXXXXXX~~ Assistant Secretary ~~XXXXXXXXXX~~ duly authorized.

~~XXXXXXXXXX~~ ARIZONA
 COUNTY OF MARICOPA
 on September 14, 1965

By ~~XXXXXXXXXX~~
 Assistant Secretary

~~XXXXXXXXXX~~
 D. R. Middleton known to me to be Assistant Secretary of the Corporation that executed the foregoing instrument to be the person who executed the same on behalf of the Corporation herein named, and the said Corporation executed the within instrument in conformity with a resolution of its board of directors.

[Signature]
 My Commission Expires April 12, 1969
 Name (Typed or Printed)



Title Order No. Escrow or Loan No.
 Real Tax Statements as stated above

End Recorded Document - W.D. Balash, County Recorder

54926

When recorded mail to:

Virginia A. Johnson
BEST, BEST & KRIEGER
P. O. Box 1028
Riverside, CA 92502

RECEIVED FOR RECORD
30 Min. Paid to Clerk

MAR 10 1986

Recorded in Official Records
of Riverside County, California

William E. Smith
RECORDER
Page 8

KNOW ALL MEN BY THESE PRESENTS:

THAT Kurt Kragetsky
c/o Dr. Jur. Bernd Hennecke
Frankfurter Strasse 122-130
6050 Offenbach am Main
West Germany

hereby irrevocably dedicates in perpetuity to the County of Riverside and public for use, with the right of ingress and egress to and from the same, for road and drainage purposes, including public utility and public service uses with the understanding that the offer of dedication of the road ^{is} accepted by the County of Riverside as an easement for road purposes on behalf of the public but that said road shall not become part of the County-maintained road system until accepted by resolution of the County Board of Supervisors pursuant to Section 941 of the Streets and Highways Code, the real property in the County of Riverside, State of California, described as follows:

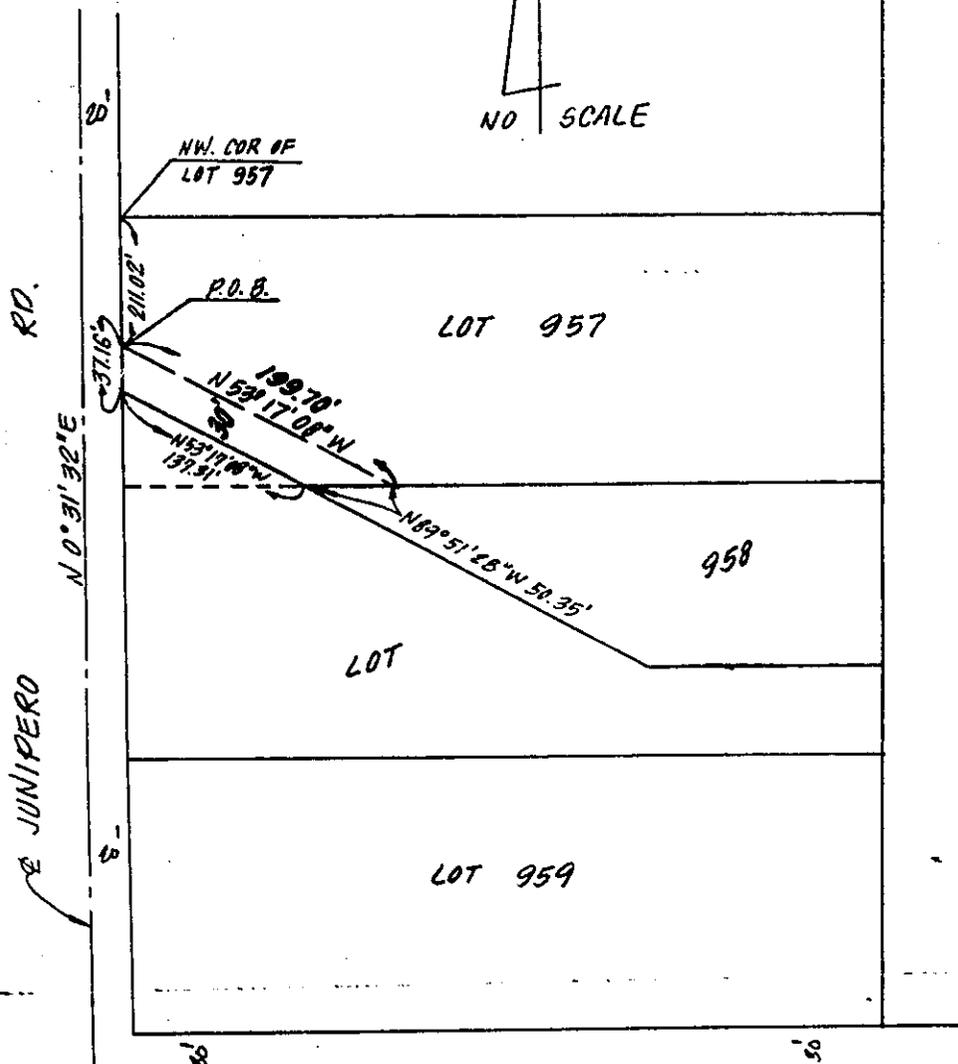
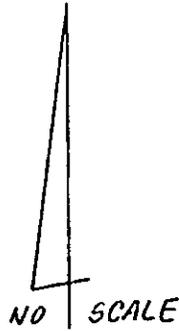
Being a portion of lots 953, 954, 955, 956 and 957 of Romola Farms No. 10, as recorded in map book 15, page 29 through 31 in the County recorders, office of the Riverside County, State of California, more particularly described as follows:

Beginning at the most northerly corner of lot 953 of said Romola Farms No. 10: thence S 53°34'57" E 24.69 feet; thence S 00°31'32" W 1647.39 feet; thence N 53°17'08" W 24.78 feet; thence N 00°31'32" E 1647.23 feet to the point of beginning.

See attached exhibit "A"

" EXHIBIT " "A"

54925



54925

RECORDING REQUESTED BY
RIVERSIDE COUNTY

WHEN RECORDED, RETURN TO:

RIVERSIDE COUNTY PLANNING DEPARTMENT

WILL CALL

No Fee, 6103 Government Code
Benefit of Riverside County
Planning Department

RECEIVED FOR RECORD
30 Min. Pas. 2:00 clock

MAY 19 1986

Recorded in Official Records
of Riverside County, California

William E. Smith
RECORDER

CERTIFICATE OF COMPLIANCE NO. 2201

(Section 19.2, Ordinance No. 460)

I certify that I have reviewed the following described real property and have determined that its division on January 4, 19 71 complies with the provisions of the Subdivision Map Act and Riverside County land division ordinances that were applicable at that time and the property is approved for sale, lease or financing.

The real property is located in the County of Riverside, State of California, described as follows:

SEE ATTACHED EXHIBIT "A"

Owner(s) of Record: Kurt Kragefsky

Executed on May 15, 1986, at Riverside, California

John Bischoff
John Bischoff, Supervising Planner
Planning Department
County of Riverside

PD 83-35

EXHIBIT "A"

LEGAL DESCRIPTION

A portion of Lot 958

Being on the Northeast corner of said Lot 958 as shown on said map

thence; Southerly along the Easterly line of said Lot 958 South $0^{\circ}31'24''$ West 270.00 feet.

thence; North $89^{\circ}51'25''$ West 163.73 feet.

thence; North $53^{\circ}17'08''$ West 453.13 feet to the Northerly line of said Lot 958.

thence; Easterly along the said Northerly line South $89^{\circ}51'28''$ East 529.44' to the point of beginning.

115651

RECORDING REQUESTED BY
RIVERSIDE COUNTY

WHEN RECORDED, RETURN TO:

RIVERSIDE COUNTY PLANNING DEPARTMENT

WILL CALL

No Fee, 6103 Government Code
Benefit of Riverside County
Planning Department

RECEIVED FOR RECORDING
Mfr. Pas: [Signature]

OCT 10 1986

Recorded in Office of the Recorder
of Riverside County, California

[Signature]
RECORDER
1,000

CERTIFICATE OF COMPLIANCE NO. 2240

(Section 19.2, Ordinance No. 460)

I certify that I have reviewed the following described real property and have determined that its division on _____ December 19____, 19____ 66____ complies with the provisions of the Subdivision Map Act and Riverside County land division ordinances that were applicable at that time and the property is approved for sale, lease or financing.

The real property is located in the County of Riverside, State of California, described as follows:

SEE ATTACHED EXHIBIT "A"

Owner(s) of Record:

Executed on _____, 19____, at Riverside, California

[Signature]
John Bischoff - Supervising Planner
Planning Department
County of Riverside

PD 83-35

RECORDING REQUESTED BY
RIVERSIDE COUNTY

WHEN RECORDED, RETURN TO:

RIVERSIDE COUNTY PLANNING DEPARTMENT

WILL CALL

No Fee, 6103 Government Code
Benefit of Riverside County
Planning Department

CERTIFICATE OF COMPLIANCE NO. 2246

(Section 19.2, Ordinance No. 460)

I certify that I have reviewed the following described real property and have determined that its division on December 17, 1966 complies with the provisions of the Subdivision Map Act and Riverside County land division ordinances that were applicable at that time and the property is approved for sale, lease or financing.

The real property is located in the County of Riverside, State of California, described as follows:

SEE ATTACHED EXHIBIT "A"

Owner(s) of Record:

Executed on _____, 19_____, at Riverside, California

J. Bischoff
Planning Department
County of Riverside

LEGAL DESCRIPTION

A Portion of Lot 957

A portion of lot 957 of Romola Farms Number 10 as shown by map on file in Book 15 pages 29 through 31 inclusive of maps in the County of Riverside, State of California in section 14, T 5 S, R 3 W, S.B.B.M. Being on the Northeast corner of Lot 957 as shown on said map.

- thence; Southerly along the Easterly line of said Lot 957 South of 31'29" West, 330.01 feet to the Southeast corner of Lot 957.
- thence; Westerly along the Southerly line of said Lot 957 North 89° 51'28" West, 529.44 feet.
- thence; North 53° 17'08" West 162.09 feet to the center line of Junipero road as shown on said map.
- thence; Northerly along said centerline North 0° 31'32" East, 233.54 feet to the Northwest corner of said Lot 957.
- thence; Easterly along the Northerly line of said Lot 957, South 89° 51'30" East 660.24 feet to the point of beginning.

RECORDED
MAY 1986

RIVERSIDE COUNTY
PLANNING DEPARTMENT

253275

53578-13/
374032

RECORDING REQUESTED BY
MONO POWER COMPANY

WHEN RECORDED MAIL TO
MONO POWER COMPANY
P. O. BOX 351
LOS ANGELES, CALIFORNIA 90053

ATTN: R/W & LAND DEPT.

84903

PAID
Doc. Transfer Tax
P. O. BOX 351
LOS ANGELES, CALIFORNIA 90053
COUNTY RECORDER

RECEIVED FOR RECORD
JUL 30 1971
AT 9:00 O'CLOCK A.M.
At Request of
SECURITY TITLE INSURANCE CO.
Recorded in Official Records
of Riverside County, California

W.H. Raleigh
Reporter
FEES \$22.60

600

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$ 107.25
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED.
OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE
MONO POWER CO.
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX. FIRM NAME

LOCATION: UNINCORPORATED AREA

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, HELEN HALL STEPHENS and CHARLES A. KAUFMAN, Trustees under the Louis E. Stephens 1966 Trust, hereby GRANT to MONO POWER COMPANY, a California corporation, that certain real property in the County of Riverside, State of California, described as follows:

Those portions of Lots 931, 932, 943, 944, 958, 959, 976, and G (Junipero Road) of Romola Farms No. 10, as shown on map on file in Book 15, pages 29, 30 and 31 of Maps, in the office of the County Recorder of said County, together with that portion of Lot F (Palomar Road) as shown on said map, which would pass with a conveyance of said Lots 931 and 932, lying Southerly of a line parallel with and 390 feet Northerly, measured at right angles, from the Southerly line of Section 14, Township 5 South, Range 3 West, San Bernardino Base and Meridian.

EXCEPTING THEREFROM that portion thereof lying North-easterly of the following described line.

Beginning at a point in the Southerly line of said Lot 976, said point being North 89° 51' 11" West, 306.36 feet, measured along said last mentioned Southerly line from the Southeast corner of said Lot 976; thence North 53° 35' 14" West, 1221.69 feet to a point on the Easterly line of said Junipero Road, (Lot G), said last mentioned point being South 00° 31' 31" West, 1611.29 feet, measured along said Easterly line from the North-west corner of Lot 953, as shown on said map of Romola Farms No. 10.

ALSO EXCEPTING AND RESERVING unto the Grantors herein, their heirs and assigns, an easement and right of way to construct, use, maintain and repair one road, extending in a generally Northerly and Southerly direction in, on, over

SER. 4555A
J.O. 1912
FUNC. 2447

MONO POWER COMPANY
P.O. BOX 351
LOS ANGELES, CALIFORNIA 90053

MAIL TAX STATEMENTS TO:

Mono Power Company
P. O. Box 351
Los Angeles, California 90053

Attention: Tax Department

84903

Helen Hall Stephens and Charles A. Kaufman, Trustees
under the Louis E. Stephens 1966 Trust, to
Mono Power Company, a Calif. corp.
Serial No. 43515A

and across the land hereinbefore described, subject to
the following conditions:

1. The location of said road to be mutually agreed
upon by and between the Grantors, their heirs and assigns,
and the Grantee, its successors and assigns, but at such
location which will not interfere with or endanger any
of the structures or facilities of the Grantee, its
successors or assigns, which may be existing or proposed
on the land hereinbefore described.

2. All equipment used in connection with the con-
struction and maintenance of said road shall at all
times maintain a vertical clearance of at least 25 feet
from all wires and conductors of Grantee, its successors
and assigns.

SUBJECT TO the real property taxes for the fiscal year 1970-1971
second installment and to covenants, conditions, restrictions,
reservations, exceptions, rights and easements of record.

Dated April 19, 1971

Helen Hall Stephens, Trustee
Helen Hall Stephens, trustee

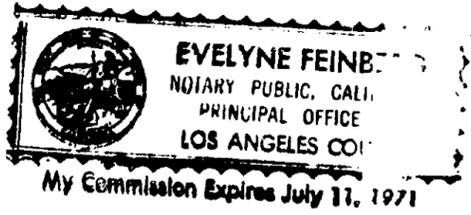
Charles A. Kaufman, Trustee
Charles A. Kaufman, trustee

STATE OF California)
COUNTY OF Los Angeles) ss.

On this 12 day of April, 1971,
before me, Evelyn Feinberg, a Notary
Public in and for said State, personally appeared Helen Hall Stephens
and Charles A. Kaufman, Trustees under the Louis E. Stephens 1966
Trust, known to me to be the persons whose names are subscribed to
the within instrument and acknowledged to me that they executed the
same as Trustees.

WITNESS my hand and official seal.

Evelyn Feinberg



Certificate of Acknowledgment of Execution of an Instrument

84903

UNITED MEXICAN STATES

(Country)

FEDERAL DISTRICT

(County and/or other political division)

CITY OF MEXICO

(County and/or other political division)

CONSUL OF THE UNITED STATES OF

(Name of foreign service office) AMERICA

SS:

I, Nancy E. Pearl, Consul

of the United States of America at Mexico, D. F., Mexico

do hereby certify that on this 19th

of April, 1971, before me personally appeared

(Date)

*** HELEN HALL STEPHENS ***

who is personally known, and known to me to be the individual... described in, whose

name is subscribed to, and who executed the annexed instrument, and being

advised by me of the contents of said instrument... she... duly acknowledged to me

that she executed the same freely and voluntarily for the uses and purposes

herein mentioned.

In witness whereof I have hereunto set my hand and
official seal the day and year last above written.


Nancy E. Pearl

Consul of the United States of America.

Receipt No. A-5250969

Trust Fund No.

Fee Paid: U. S. \$46

Note: Wherever practicable all signatures to a document should be included in one certificate.

RECORDER'S MEMO: Legibility of writing.
Typing or Printing UNSATISFACTORY
in this document when received For Record.

END RECORDED DOCUMENT, W. D. BALOGH, COUNTY RECORDER

OLD REVENUE TITLE CO.

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:
Lori Bodon
C/O Ralphs Sewing & Vacuum
73941 Highway III
Palm Desert, CA 92260

DOC # 2000-310505

08/10/2000 08:00A Fee:9.00

Page 1 of 2 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC
			2						
A	R	L				COPY	LONG	REFUND	NCHG EXAM

A.P.N.: 637-433-004-6 TRA #: 01824

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY \$121.00

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- unincorporated area: City of Palm Desert, and

FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,
Edward C. Phelps and Diana I. Phelps, Husband and Wife as Joint Tenants

hereby GRANT(S) to **Lori Bodon, a Widow**



the following described property in the City of **Palm Desert**, County of **Riverside** State of California;

Lot 126 of Tract 3860, in the City of Palm Desert, County of Riverside, as per map recorded in Book 60, Page(s) 55, 56 & 57, of Maps in the Office of the County Recorder of said County.

Edward C. Phelps
Edward C. Phelps
 Edward C. Phelps

Diana I. Phelps
Diana I. Phelps
 Diana I. Phelps

Document Date: July 12, 2000

STATE OF CALIFORNIA
COUNTY OF Riverside

SS

On July 18, 2000

before me

Sandie L. Williams Notary Public

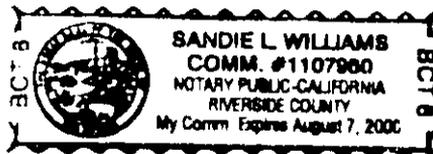
personally appeared Edward C. Phelps + Diana I. Phelps

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~was~~ subscribed to the within instrument and acknowledged to me that ~~he~~ they executed the same in ~~his~~ their authorized capacity(ies) and that by ~~his~~ their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature: Sandie L. Williams

This area for official notarial seal.



Order No. : 505722-1

EXHIBIT "A"

The land referred to is situated in the State of California, County of Riverside, City of Palm Desert, and is described as follows:

Lot 126 of Tract No. 3860, in the City of Palm Desert, County of Riverside, State of California, as per map recorded in Book 60, Page(s) 55, 56 and 57, inclusive, of Maps, in the Office of the County Recorder of said County.

Except 1/16th of all coal, oil, gas and other mineral deposits contained in said land, as reserved to the State of California, in patent recorded April 17, 1929 in Book 9, Pages 378 of Patents, records of Riverside County, California.



2000-310505
OR IN 2000 OR 004
2 of 2

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
Tuffli Company Inc.
2780 SKYPARK DRIVE STE 460
TORRENCE, CA 90505



M	S	U	PAGE	SIZE	DA	FLOR	NOOR	SMP	MISC
	1		4				1		
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

Space Above This Line for Recorder's Use Only

93755555

TUA054

GRANT DEED

36
T
MH

A.P.N.: 331-250-014

T.R.A. No. 089-038

File No.: DCB-937555 (DD)

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$ 935⁰⁰; CITY TRANSFER TAX \$0.00;

- [X] computed on the consideration or full value of property conveyed, OR
- [] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- [X] unincorporated area; [] ~~City of Sun City~~, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Eugene Gabrych and Marian Gabrych, husband and wife as joint tenants

hereby GRANTS to

Tuffli Company Inc., a California Corporation

the following described property in the unincorporated ~~of Sun City~~, County of Riverside, State of California;

See Exhibit "A" attached hereto and made a part hereof

Dated: 05/29/2003

Eugene Gabrych
Eugene Gabrych

Marian Gabrych
Marian Gabrych

STATE OF CA }
COUNTY OF Riverside } ss.
}

On June 20, 2003, before
me, Penny Roper personally
appeared Eugene gabrych and Marian gabrych,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the
entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*This area for official
notarial seal*

Signature
Penny Roper

My Commission Expires: 4/6/04

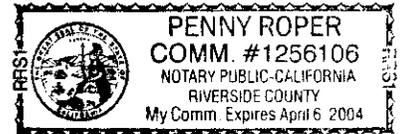


Exhibit "A"

PARCEL A:

ALL THAT PORTION OF LOTS 953 THROUGH 958 OF ROMOLA FARMS NO. 10 AS SHOWN BY MAP ON FILE IN BOOK 15 PAGES 29 THROUGH 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, INCLUDED WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE NORTHWEST CORNER OF LOT 953 OF ROMOLA FARMS NO. 10, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 15 PAGE(S) 29, 30 AND 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
THENCE SOUTH 53° 35' 14" EAST ALONG THE SOUTHWESTERLY LINE OF RUSSELL ROAD, 1,567.98 FEET TO A POINT ON THE WESTERLY LINE OF MENIFEE ROAD;
THENCE SOUTH 0° 31' 24" WEST, ALONG THE WESTERLY LINE OF MENIFEE ROAD, 1,406.84 FEET TO A POINT ON THE NORTHERLY LINE OF ROUSE ROAD;
THENCE NORTH 89° 51' 11" WEST, ALONG THE NORTHERLY LINE OF SAID ROAD, 306.36 FEET;
THENCE NORTH 53° 35' 14" WEST, 1,221.69 FEET TO A POINT ON THE EASTERLY LINE OF JUNIPERO ROAD;
THENCE NORTH 0° 31' 38" EAST, ALONG THE EASTERLY LINE OF SAID ROAD, 1,611.62 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION LYING EASTERLY OF THE EASTERLY LINES OF LOTS 954 THROUGH 959 INCLUSIVE OF SAID TRACT;

ALSO EXCEPT THAT PORTION LYING SOUTH OF A LINE PARALLEL WITH AND 360 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE NORTHERLY LINE OF LOT C (ROUSE ROAD) AS SHOWN ON SAID MAP.

PARCEL B:

THE EAST HALF OF LOT G (JUNIPERO ROAD) OF ROMOLA FARMS NO. 10, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 15 PAGE(S) 29, 30 AND 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THAT PORTION OF SAID LOT G DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT G;
THENCE NORTH 722.75 FEET TO THE POINT ON THE EASTERLY LINE OF SAID LOT;
THENCE NORTH 53° 35' 14" WEST, TO A POINT ON THE WESTERLY LINE OF SAID LOT G;
THENCE SOUTH ALONG THE WESTERLY LINE TO THE SOUTHWEST CORNER OF SAID LOT;
THENCE EASTERLY TO THE POINT OF BEGINNING.

PARCEL C:



2003-523261
07/15/2003 08:00A
3 of 4

THAT PORTION OF LOT A (RUSSELL ROAD) OF ROMOLA FARMS NO. 10, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 15 PAGE(S) 29, 30 AND 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WHICH LIES SOUTHERLY OF THE SOUTHERLY LINE OF LOT A (MC LAUGHLIN ROAD) PROLONGED EASTERLY ACROSS RUSSELL ROAD AND WESTERLY OF THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF LOT J (MENIFEE ROAD), AS SAID ROADS ARE SHOWN ON SAID MAP, SAID ROAD HAVING BEEN VACATED FEBRUARY 5, 1962 BY RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, A COPY OF SAID RESOLUTION HAVING BEEN RECORDED FEBRUARY 6, 1962 IN BOOK 2073 PAGE 21 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THAT PORTION LYING WESTERLY OF THE NORTHERLY PROLONGATION OF THE CENTER LINE OF LOT G, AS SHOWN ON SAID MAP;

ALSO EXCEPT THAT PORTION LYING EASTERLY OF THE NORTHERLY PROLONGATION OF THE EASTERLY LINES OF LOTS 954 THROUGH 959 INCLUSIVE AS SHOWN ON SAID MAPS.

PARCEL D:

LOTS 980 AND 981 OF ROMOLA FARMS NO. 10, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 15 PAGE 29 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

TOGETHER WITH THAT PORTION OF LOT A (RUSSELL ROAD) ADJOINING SAID LAND, VACATED, FEBRUARY 5, 1962 BY RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED FEBRUARY 6, 1962 AS INSTRUMENT NO. 11656 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WHICH WOULD PASS BY NORMAL OPERATION OF LAW



2003-523261
07/15/2003 08:00A
4 of 4

2)

**STEWART TITLE - Riverside
COMMERCIAL DIVISION**

TITLE ORDER NO: 5-11-17810

Recording requested by
And when recorded mail to and mail
tax statements to:

Tuffli Company Inc.,
a California corporation
2780 Skypark Dr. Suite 460
Torrance, CA 90505-5350
Attn: Don L. Tuffli

DOC # 2004-0582362

07/28/2004 08:00A Fee:26.00
Page 1 of 4 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder



ESCROW NO: 04-300108
AP NO: ~~04-300108~~ 038/331-250-008-0
(Unincorporated area)

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
			4			✓		1	
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

zk

TRA 089-038

GRANT DEED



In accordance with Section 11932 of the California Revenue and Taxation Code, Grantor has declared the amount of transfer tax that is due by a separate statement that is not being recorded with this Grant Deed.

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is acknowledged, Anacapa Land Company, LLC, a Delaware limited liability company, hereby grants to Tuffli Company Inc., a California corporation, the real property in the County of Riverside, State of California, described in Exhibit A attached hereto and made a part hereof, subject to all matters of record.

This conveyance is made on an "AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS" basis, without any warranty or covenant expressed or implied as to the suitability of the real property conveyed herein for any purpose or as to any other matter.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of July __, 2004.

Anacapa Land Company, LLC,
a Delaware limited liability company

By:
Name: Richard L. Thomas
Title: Vice President

PENALTY OF PERJURY FOR NOTARY SEAL
GOVERNMENT CODE 27361.7

I certify under the penalty of perjury that the Notary Seal on the document
to which this statement is attached reads as follows:

NAME OF NOTARY Marjorie E. Oxsen Commission #1297119

DATE COMMISSION EXPIRES March 14, 2005

PLACE OF EXECUTION County of Alameda, State of California

DATE: July 27, 2004

(Signature) SHARON MOEN



STEWART TITLE OF CALIFORNIA, INC., Inland Empire Division, a Ca. corp.
(Firm name-if any)

EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Riverside, Unincorporated Area, described as follows:

THOSE PORTIONS OF LOTS 958, 959 AND 976 OF ROMOLA FARMS NO. 10, AS SHOWN BY MAP ON FILE IN BOOK 15 PAGE(S) 29 TO 31, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF LOT G (JUNIPERO ROAD) ADJOINING SAID LOTS 958 AND 959 ON THE WEST AND TOGETHER WITH THAT PORTION OF LOT C (RUSSELL, FORMERLY ROUSE ROAD) ADJOINING SAID LOTS 959 AND 976 ON THE SOUTH AS SAID ROADS WERE VACATED AND ABANDONED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, A CERTIFIED COPY OF WHICH RECORDED FEBRUARY 6, 1962 AS INSTRUMENT NO. 11656 OF OFFICIAL RECORDS, LYING SOUTHERLY OF A LINE PARALLEL WITH AND 390 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN;

EXCEPTING THEREFROM THAT PORTION THEREOF LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 976, SAID POINT BEING NORTH $89^{\circ}51'11''$ WEST 306.36 FEET, MEASURED ALONG SAID LAST MENTIONED SOUTHERLY LINE FROM THE SOUTHEAST CORNER OF SAID LOT 976; THENCE NORTH $53^{\circ}35'14''$ WEST, 1221.69 FEET TO A POINT ON THE EASTERLY LINE OF SAID JUNIPERO ROAD, (LOT G), SAID LAST MENTIONED POINT BEING SOUTH $00^{\circ}31'31''$ WEST, 1611.29 FEET, MEASURED ALONG SAID EASTERLY LINE FROM THE NORTHWEST CORNER OF LOT 953, AS SHOWN ON SAID MAP OF ROMOLA FARMS NO. 10.

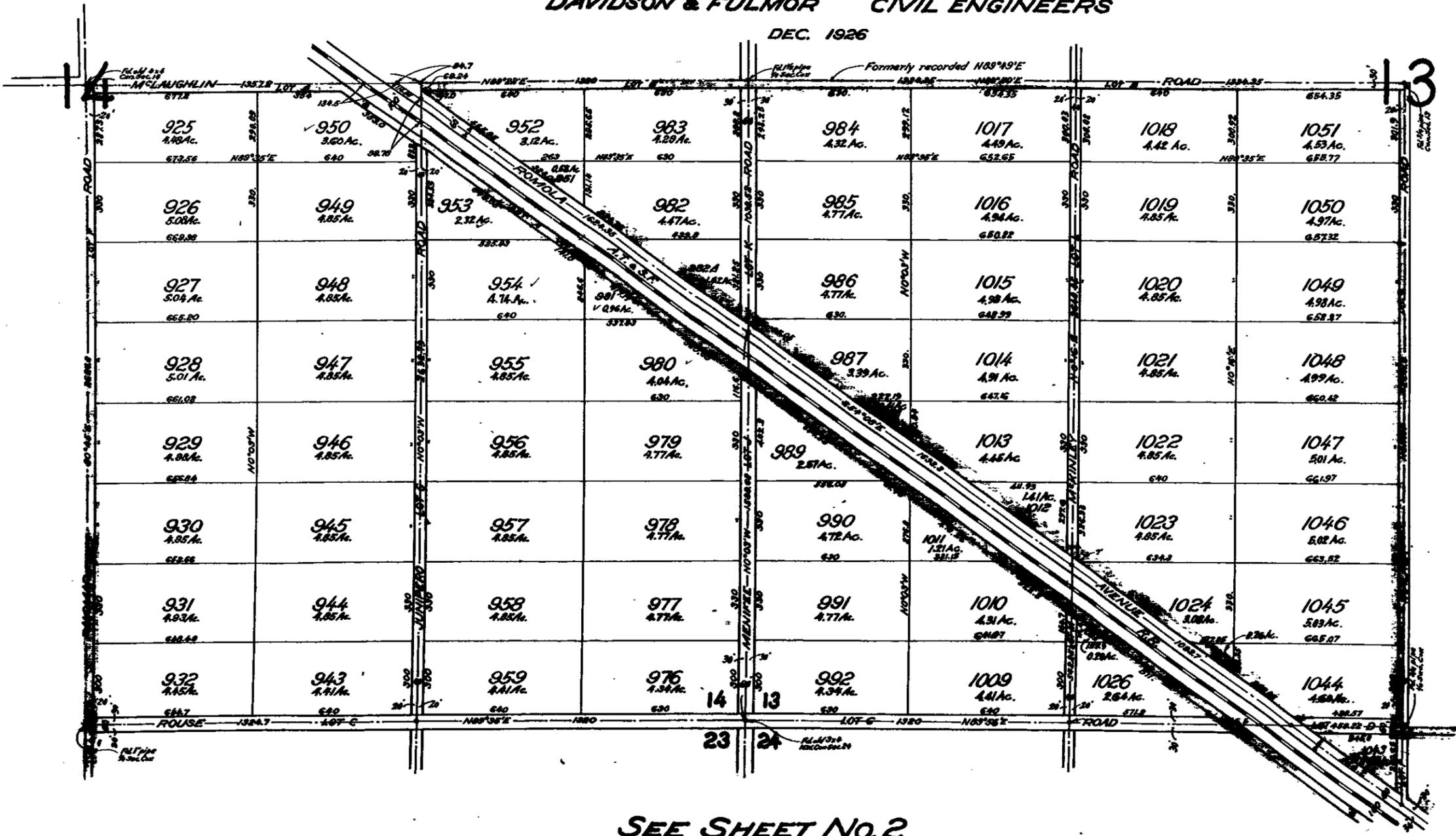
End of Legal Description

ROMOLA FARMS No 10

Being a Subdivision of the S.W. 1/4 of Sec. 13; the S.E. 1/4 of Sec. 14; the E. 1/2 of the N.E. 1/4 and the N.W. 1/4 of the N.E. 1/4 and a portion of the S.W. 1/4 of the N.E. 1/4 of Sec. 23; the N.W. 1/4 and the W. 1/2 of the N.E. 1/4 and a portion of the E. 1/2 of the N.E. 1/4 of Sec. 24, T5S, R3W; and a portion of the N.W. 1/4 of Sec. 19, T5S, R2W, S.B.M.

DAVIDSON & FULMOR CIVIL ENGINEERS

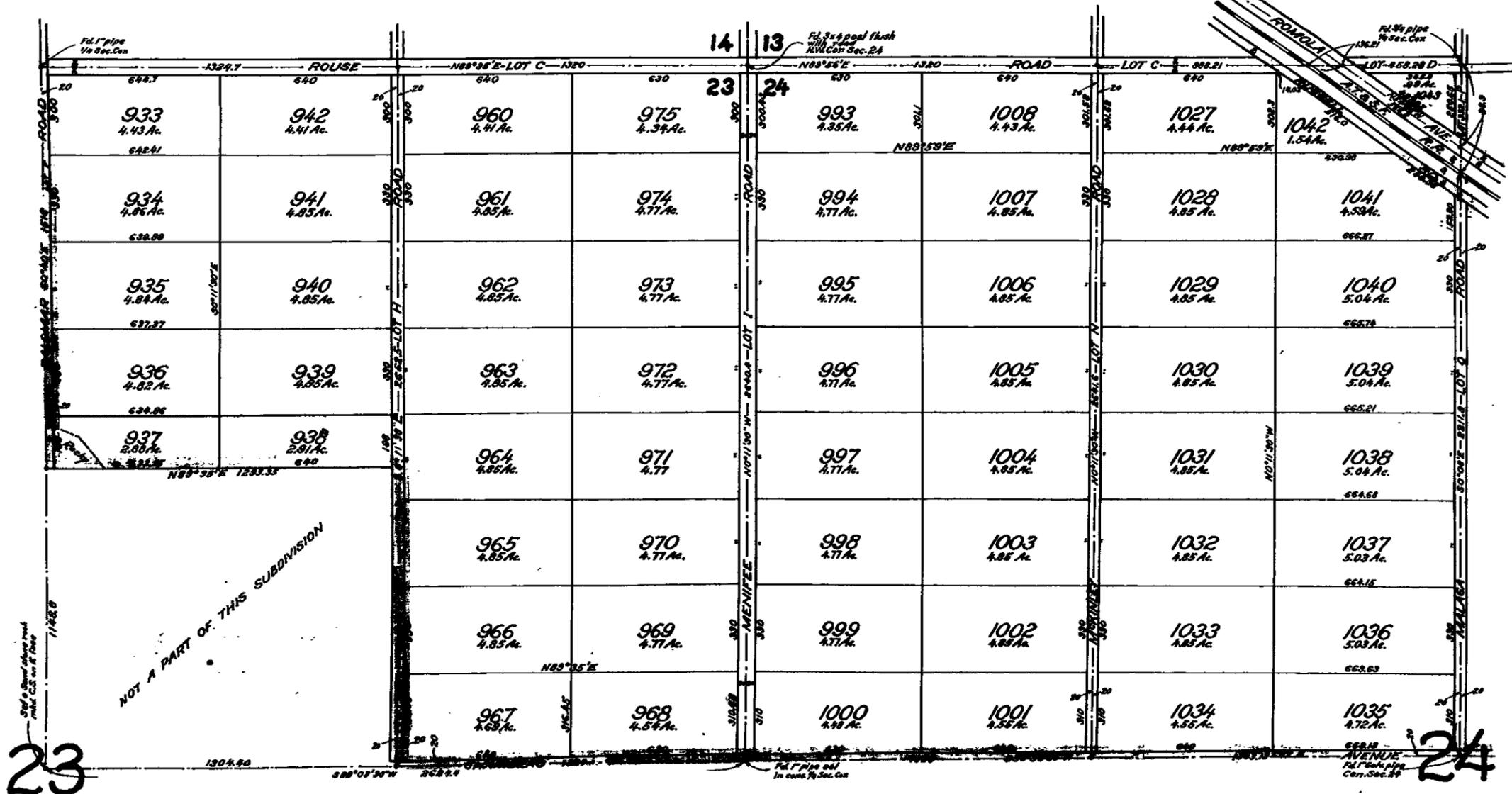
DEC. 1926



SEE SHEET No. 2

SEE SHEET No. 1
ROMOLA FARMS No 10

SHEET No 2



Scale 1"=300'

SEE SHEET No. 3

23

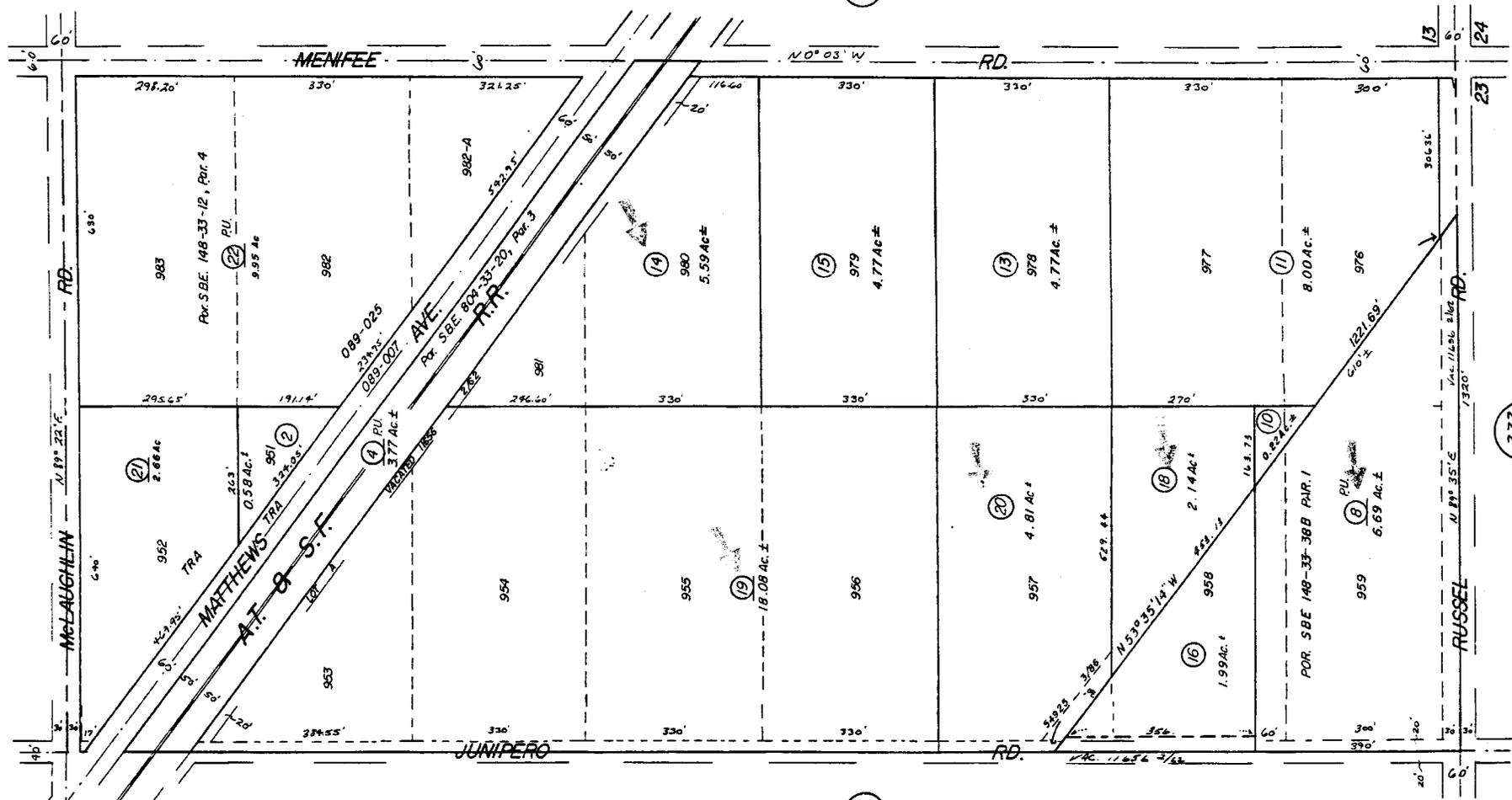
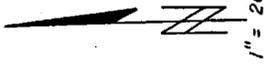
24

NOTE
 2x2 Redwood stakes, painted white, set at all lot corners.
 3/4x30 Iron pipes set at all points shown thus except where otherwise designated.
 Distances as shown are in feet and decimals thereof.
 Acreage as shown is net.
 Bearings are derived from a solar observation and are true bearings.

STATE OF CALIFORNIA
 I, _____, County Clerk of said County, do hereby certify that on this _____ day of _____, 1926 before me, _____ Notary Public in and for said County and State, personally appeared Elizabeth L. Osborn, known to me to be the person who executed the within instrument, and acknowledged to me that she executed the same freely and voluntarily.

 COUNTY OF _____ STATE OF CALIFORNIA

nc



M.B. 15/29-31 Ramola Farms No. 10

DATA: S.B.E. MAPS 148-33-12
804-33-20

AUG 1971

ASSESSOR'S MAP BK. 331 PG. 25
RIVERSIDE COUNTY, CALIF.

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
Tuffli Company Inc.
2780 SKYPARK DRIVE STE 460
TORRENCE, CA 90505



M	S	U	FASE	SIZE	UM	PLUR	NUCUN	SMP	MISC
			4				1		
A	R	L							

Space Above This Line for Recorder's Use Only

93755585

TUA054

GRANT DEED

36 MH

A.P.N.: 331-250-014

T.R.A. No. 089-038

File No.: DCB-937555 (DD)

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$935⁰⁰; CITY TRANSFER TAX \$0.00;

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area; [] -City of Sun City-and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Eugene Gabrych and Marian Gabrych, husband and wife as joint tenants

hereby GRANTS to

(V) Tuffli Company Inc., a California Corporation (V)

the following described property in the unincorporated ~~ESUN CITY~~ County of Riverside, State of California;

See Exhibit "A" attached hereto and made a part hereof

vesting Parcels
A, B, C & D

Same
vesting
for Parcel E
pg 74

Mail Tax Statements To: SAME AS ABOVE

Dated: 05/29/2003

Eugene Gabrych
Eugene Gabrych

Marian Gabrych
Marian Gabrych

STATE OF CA }
COUNTY OF Riverside } ss.
}

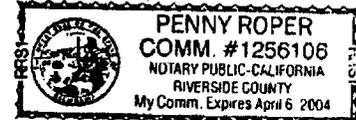
On June 20, 2003
me, Penny Roper, before
appeared Eugene gabrych and Marian gabrych personally
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the
entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*This area for official
notarial seal*

Signature
Penny Roper

My Commission Expires: 4/6/04



2003-523261
07/15/2003 08:00A
2 of 4

52

Exhibit "A"

PARCEL A:

ALL THAT PORTION OF LOTS 953 THROUGH 958 OF ROMOLA FARMS NO. 10 AS SHOWN BY MAP ON FILE IN BOOK 15 PAGES 29 THROUGH 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, INCLUDED WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE NORTHWEST CORNER OF LOT 953 OF ROMOLA FARMS NO. 10, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 15 PAGE(S) 29, 30 AND 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
THENCE SOUTH 53° 35' 14" EAST ALONG THE SOUTHWESTERLY LINE OF RUSSELL ROAD, 1,567.98 FEET TO A POINT ON THE WESTERLY LINE OF MENIFEE ROAD;
THENCE SOUTH 0° 31' 24" WEST, ALONG THE WESTERLY LINE OF MENIFEE ROAD, 1,406.84 FEET TO A POINT ON THE NORTHERLY LINE OF ROUSE ROAD;
THENCE NORTH 89° 51' 11" WEST, ALONG THE NORTHERLY LINE OF SAID ROAD, 306.36 FEET;
THENCE NORTH 53° 35' 14" WEST, 1,221.69 FEET TO A POINT ON THE EASTERLY LINE OF JUNIPERO ROAD;
THENCE NORTH 0° 31' 38" EAST, ALONG THE EASTERLY LINE OF SAID ROAD, 1,611.62 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION LYING EASTERLY OF THE EASTERLY LINES OF LOTS 954 THROUGH 959 INCLUSIVE OF SAID TRACT;

ALSO EXCEPT THAT PORTION LYING SOUTH OF A LINE PARALLEL WITH AND 360 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE NORTHERLY LINE OF LOT C (ROUSE ROAD) AS SHOWN ON SAID MAP.

PARCEL B:

THE EAST HALF OF LOT G (JUNIPERO ROAD) OF ROMOLA FARMS NO. 10, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 15 PAGE(S) 29, 30 AND 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THAT PORTION OF SAID LOT G DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT G;
THENCE NORTH 722.75 FEET TO THE POINT ON THE EASTERLY LINE OF SAID LOT;
THENCE NORTH 53° 35' 14" WEST, TO A POINT ON THE WESTERLY LINE OF SAID LOT G;
THENCE SOUTH ALONG THE WESTERLY LINE TO THE SOUTHWEST CORNER OF SAID LOT;
THENCE EASTERLY TO THE POINT OF BEGINNING.

PARCEL C:



2003-523261
07/15/2003 08:00A
3 of 4

53

THAT PORTION OF LOT A (RUSSELL ROAD) OF ROMOLA FARMS NO. 10, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 15 PAGE(S) 29, 30 AND 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WHICH LIES SOUTHERLY OF THE SOUTHERLY LINE OF LOT A (MC LAUGHLIN ROAD) PROLONGED EASTERLY ACROSS RUSSELL ROAD AND WESTERLY OF THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF LOT J (MENIFEE ROAD), AS SAID ROADS ARE SHOWN ON SAID MAP, SAID ROAD HAVING BEEN VACATED FEBRUARY 5, 1962 BY RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, A COPY OF SAID RESOLUTION HAVING BEEN RECORDED FEBRUARY 6, 1962 IN BOOK 2073 PAGE 21 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THAT PORTION LYING WESTERLY OF THE NORTHERLY PROLONGATION OF THE CENTER LINE OF LOT G, AS SHOWN ON SAID MAP;

ALSO EXCEPT THAT PORTION LYING EASTERLY OF THE NORTHERLY PROLONGATION OF THE EASTERLY LINES OF LOTS 954 THROUGH 959 INCLUSIVE AS SHOWN ON SAID MAPS.

PARCEL D:

LOTS 980 AND 981 OF ROMOLA FARMS NO. 10, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 15 PAGE 29 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

TOGETHER WITH THAT PORTION OF LOT A (RUSSELL ROAD) ADJOINING SAID LAND, VACATED, FEBRUARY 5, 1962 BY RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED FEBRUARY 6, 1962 AS INSTRUMENT NO. 11656 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WHICH WOULD PASS BY NORMAL OPERATION OF LAW



2003-523261
07/15/2003 08:08A
4 of 4

54



POR. SEC. 14, T. 5 S., R. 3 W.

331-25



05/11/1928#765-183...[Not Plottable]
(Right of Way)

07/30/1971#84903...[Not Plottable]
(Road)

08/10/2000#310505...[Not Plottable]

07/31/1947#861-131...[Not Plottable]
(Flumes,Pipe Lines...)

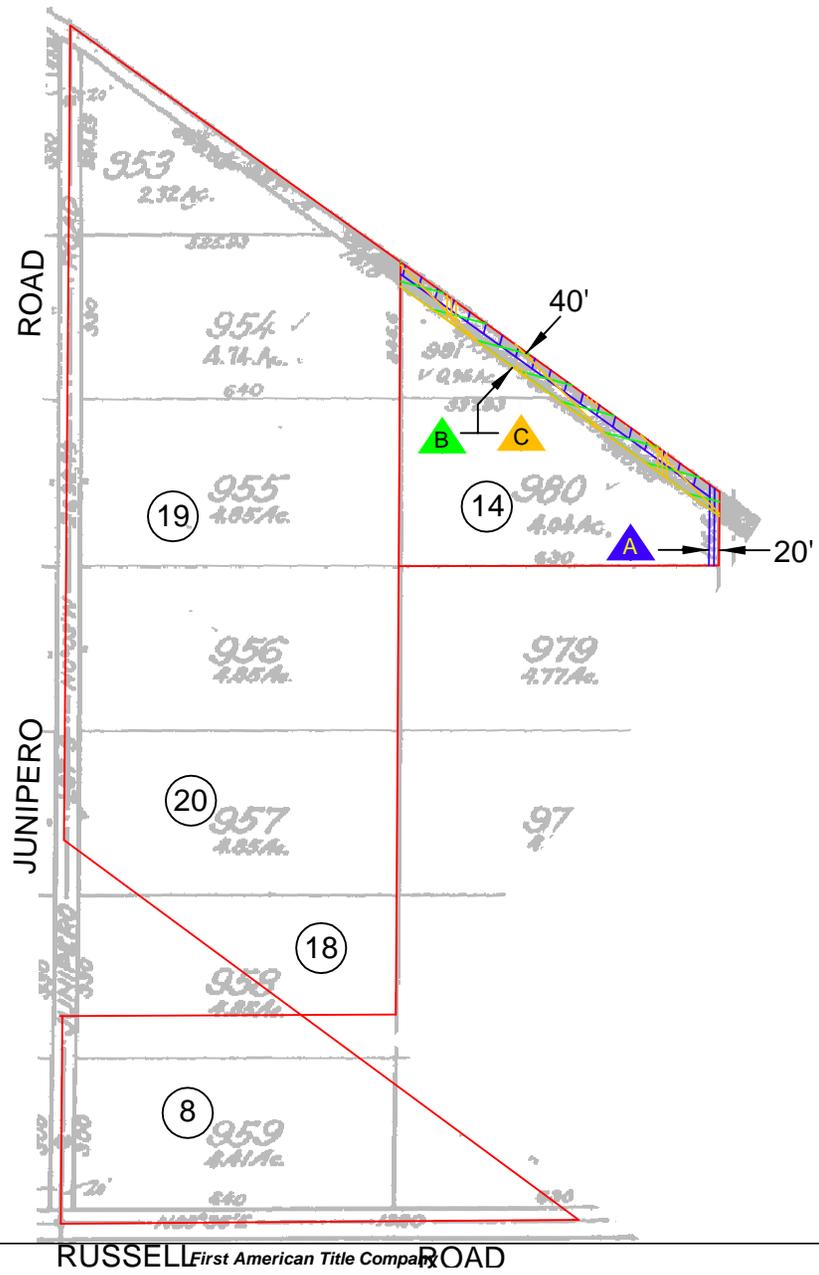
 01/29/1964#11707
(Pipe Lines)

 09/28/1965#110759
(Road)

 04/25/1980#78847
(Cables, Wires Conduits,Manholes...)

Tax ID#331-250-008
#331-250-014
#331-250-018
#331-250-019
#331-250-020

Map not to scale

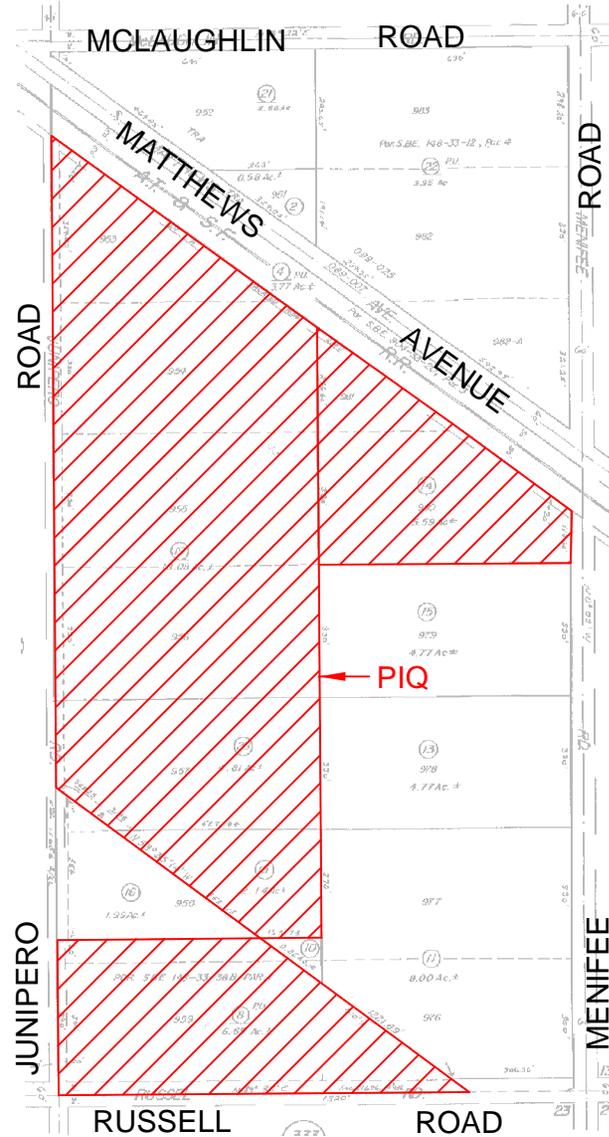


RUSSELL ROAD

This map is not a survey of the land depicted hereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. Any purpose of an easement that is noted is for reference only and you should rely on the title report issued and a copy of the document for the exact term and conditions of the easement. First American Title Company expressly disclaims any liability for alleged loss or damage which may result from reliance upon this map.



POR. SEC. 14, T. 5 S., R. 3 W.



Map not to scale

First American Title Company

This map is not a survey of the land depicted hereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. Any purpose of an easement that is noted is for reference only and you should rely on the title report issued and a copy of the document for the exact term and conditions of the easement. First American Title Company expressly disclaims any liability for alleged loss or damage which may result from reliance upon this map.

RECORDING REQUESTED BY

GENERAL TELEPHONE COMPANY OF CALIFORNIA

When Recorded Mail to

GENERAL TELEPHONE COMPANY OF CALIFORNIA

CLAY GRAHAM, Right of Way Agent
1500 Crafton Avenue
Mentone, CA 92359

RECEIVED FOR RECORD
AT 11:00 O'CLOCK A.M.
At Request of

Grantee

Book 1980, Page 78847

APR 25 1980

Recorded in Official Records
of Riverside County, California

Donald D. Sullivan
Recorder

No Documentary Transfer Tax Due By:
General Telephone Company of California

Clay Graham
Right of Way Agent

78847

GRANT OF EASEMENT

THE GRANTOR S TOM J. TEMPERO and MARGARET E. TEMPERO, ANTONIO R. SOLANO
hereby grant to the GENERAL TELEPHONE COMPANY OF CALIFORNIA, a corporation, hereinafter
referred to as GRANTEE, its successors and assigns, an easement to construct, use, maintain, operate, alter, add
to, repair, replace, and remove its facilities, consisting of underground conduits, manholes, pedestals, cables,
wires, and appurtenances for the transmission of electric energy for communication and other purposes over, in,
under, across, and along that certain real property situated in the
County of Riverside, State of California, described as follows:

That portion of Lot "A", lying adjacent to Lots 980 and 981 of Romola Farms No. 10,
as shown by Map on file in Book 15, Pages 29, 30 and 31 of Maps, in the Office of
the County Recorder of said Riverside County.

THE GRANTEE, its successors and assigns and their respective agents and employees, shall have the right
of ingress to and egress from said easement and every part thereof, at all times, for the purpose of exercising the
rights herein granted and shall have the right to remove such growth as may endanger or interfere with the use of
said easement. Such rights shall be reasonably exercised and the Grantee shall be liable for any damage
negligently done by it to the above described property.

IN WITNESS WHEREOF, the Grantors have executed this agreement this 8th
day of April, 1980.

GRANTORS

Tom J. Tempero
TOM J. TEMPERO
Antonio R. Solano
ANTONIO R. SOLANO

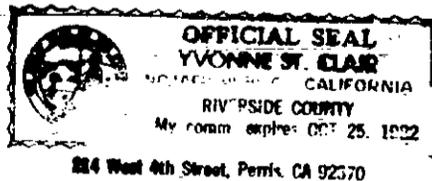
Margaret E. Tempero
MARGARET E. TEMPERO

STATE OF CALIFORNIA)
COUNTY OF Riverside) ss.

On April 8, 1980, before me, the undersigned, a Notary Public in and
for said State, personally appeared Tom J. Tempero and Margaret E. Tempero and Antonio R. Solano

known to me to be the person s whose name s is/are subscribed to the within instrument, and acknowledged
to me that t he y executed the same.

WITNESS my hand and official seal.



ABOVE AREA FOR OFFICIAL NOTARIAL SEAL

R/W W.O. 54-584-80

PLANT W.O. 584-61152-1

Signature *Yvonne St. Clair*

END RECORDED DOCUMENT DONALD D. SULLIVAN, COUNTY RECORDER