



Surety of Contract

**STEWART TITLE OF CALIFORNIA, INC.,  
LOS ANGELES DIVISION**  
525 N. BRAND BLVD.  
GLENDALE, CA 91203  
(818) 502-2700  
www.stewarttitlela.com

MEMBER CALIFORNIA LAND TITLE ASSOCIATION

**PRELIMINARY REPORT**

STEWART TITLE OF CALIFORNIA  
16830 VENTURA #M  
ENCINO, CA 91436  
Attn: ANDREA MENDOZA

Order Number: 040295327  
Buyer: INDUSTRY URBAN DEVELOPMENT

Your Reference: DOOLEY

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. 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 and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit A attached. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. 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 October 21, 2006 at 7:30 A.M.

LARRY MCGUIRE, Sr. Title Officer, V.P.  
(818) 502-2723 Fax: (818) 241-9173  
e-mail address: lmcguire@stewart.com

WIL CAMPOS, Title Officer  
(818) 502-2724 Fax: (818) 241-9173  
e-mail address: wcampos@stewart.com

**PRELIMINARY REPORT**

The form of Policy of Title Insurance contemplated by this report is:  
California Land Title Association Standard Coverage Policy

**SCHEDULE A**

The Estate or Interest in the land hereinafter described or referred  
to covered by this report is:

A FEE

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

NORTHERN TRUST BANK OF CALIFORNIA N A AS TRUSTEE FOR THE DOOLEY  
FAMILY IRREVOCABLE TRUST

Continued on next page

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, DESCRIBED AS FOLLOWS:

PARCEL 1 OF PARCEL MAP NO. 253, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 214, PAGES 24 AND 25 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM 49 PERCENT OF ALL OIL, GAS OR OTHER HYDROCARBON SUBSTANCES TOGETHER WITH THE RIGHT TO DRILL AND MAINTAIN WELL HOLES, UNDER, THROUGH AND BEYOND SAID LAND AND TO EXTRACT OIL, GAS OR OTHER HYDROCARBON SUBSTANCES, TOGETHER WITH RIGHTS OF WAY AND EASEMENTS FOR ALL PURPOSES NECESSARY TO EXTRACT OIL, GAS AND OTHER HYDROCARBON SUBSTANCES THEREFROM BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH SAID PROPERTY, EXCEPT BELOW A DEPTH OF 500 FEET BELOW THE PRESENT SURFACE OF THE PROPERTY HEREIN DESCRIBED AS RESERVED BY LEONARD RANCH, A CO-PARTNERSHIP AND RECORDED JANUARY 20, 1960, AS INSTRUMENT NO. 1297.

END OF LEGAL DESCRIPTION

Continued on next page

**SCHEDULE B**

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

1. GENERAL AND SPECIAL CITY AND/OR COUNTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 2006-2007:

1ST INSTALLMENT	\$11,086.80 OPEN
2ND INSTALLMENT	\$11,086.80 OPEN
EXEMPTION	NONE
CODE AREA	04398
ASSESSMENT NO.	8208-011-028

2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA AND ASSESSMENTS, FOR COMMUNITY FACILITY DISTRICTS AFFECTING SAID LAND WHICH MAY EXIST BY VIRTUE OF ASSESSMENT MAPS OR NOTICES FILED BY SAID DISTRICTS.

3. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:

GRANTEE	FRED KUHN
PURPOSE	A PIPE LINE
RECORDED	IN BOOK 5533 PAGE 218 OF DEEDS
AFFECTS	SAID LAND

4. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:

PURPOSE	SEWER
RECORDED	IN BOOK 44697 PAGE 197, OFFICIAL RECORDS

SAID MATTER AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT.

5. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:

PURPOSE	FLOOD CONTROL
RECORDED	IN BOOK 46690 PAGE 103, OFFICIAL RECORDS

SAID MATTER AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT.

Continued on next page

A QUITCLAIM DEED FROM LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, RECORDED JULY 7, 1971, AS INSTRUMENT NO. 4090, RELEASED A PORTION OF SAID EASEMENT AS DESCRIBED THEREIN.

6. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:

PURPOSE		PUBLIC UTILITIES
RECORDED		IN BOOK D773 PAGE 148, OFFICIAL RECORDS

SAID MATTER AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT.

7. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES, CONDEMNED BY FINAL DECREE:

IN FAVOR OF		LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
FOR		INGRESS, EGRESS AND SLOPE
CASE NO.		923 960
RECORDED		MARCH 14, 1969, AS INSTRUMENT NO. 2899, OFFICIAL RECORDS

SAID MATTER AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT.

SAID EASEMENTS IS SHOWN ON THE MAP OF PARCEL MAP NO. 253.

8. THE FACT THAT SAID LAND IS INCLUDED WITHIN A PROJECT AREA OF THE REDEVELOPMENT AGENCY SHOWN BELOW, AND THAT PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT HAVE BEEN INSTITUTED UNDER THE REDEVELOPMENT LAW (SUCH REDEVELOPMENT TO PROCEED ONLY AFTER THE ADOPTION OF THE REDEVELOPMENT PLAN) AS DISCLOSED BY A DOCUMENT:

REDEVELOPMENT AGENCY		THE CIVIC-RECREATIONAL-INDUSTRIAL REDEVELOPMENT PROJECT NO. 1 OF THE CITY OF INDUSTRY
RECORDED		SEPTEMBER 17, 1971
INSTRUMENT/FILE NO.		3729 OF OFFICIAL RECORDS.

AND RECORDED NOVEMBER 18, 1971, AS INSTRUMENT NO. 3571, OF OFFICIAL RECORDS.

9. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:

GRANTEE		SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION
PURPOSE		PUBLIC UTILITIES
RECORDED		DECEMBER 15, 1981
INSTRUMENT/FILE NO.		81-1230523, OF OFFICIAL RECORDS

Continued on next page

SAID MATTER AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT.

10. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:

GRANTEE	SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION
PURPOSE	PUBLIC UTILITIES
RECORDED	SEPTEMBER 15, 1988
INSTRUMENT/FILE NO.	88-1483363, OF OFFICIAL RECORDS

SAID MATTER AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT.

11. THE EFFECT OF A COVENANT AND AGREEMENT WHICH PROVIDES, THAT THE LAND AFFECTED SHALL BE HELD AS ONE PARCEL AND THAT NO PORTION SHALL BE SOLD SEPARATELY:

EXECUTED BY	EDNA INC.
IN FAVOR OF	CITY OF INDUSTRY
RECORDED	SEPTEMBER 29, 1988
INSTRUMENT NO.	88-1570748 OF OFFICIAL RECORDS

SAID MATTER AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT.

12. THE MATTERS CONTAINED IN AN INSTRUMENT

ENTITLED	COMMON WALL AGREEMENT
DATED	JUNE 14, 1989
BY TRUST SERVICES OF AMERICA, INC., A CALIFORNIA CORPORATION, AS TRUSTEE, EDNA, INC., A CORPORATION, LOS ANGELES GREAT DANE, INC., A CORPORATION AND ALLAN BOSCACCI UPON THE TERMS AND CONDITIONS AND COVENANTS THEREIN PROVIDED	
RECORDED	JUNE 14, 1989
INSTRUMENT/FILE NO	89-957303, OF OFFICIAL RECORDS

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

13. AN UNRECORDED LEASE WITH CERTAIN TERMS, COVENANTS AND PROVISIONS SET FORTH THEREIN

DATED	NOT SHOWN
LESSOR	TRUST SERVICES OF AMERICA, INC., A CALIFORNIA CORPORATION, AS TRUSTEE FOR THE DOOLEY FAMILY TRUST
LESSEE	LOS ANGELES GREAT DANE, INC., A CORPORATION
DISCLOSED BY	A COMMON WALL AGREEMENT RECORDED JUNE 14, 1989, AS INSTRUMENT NO. 89-957303, AND AN AGREEMENT FOR AND GRANT OF EASEMENT, RECORDED JUNE 22,

Continued on next page

1989, AS INSTRUMENT NO. 89-999322, OFFICIAL  
RECORDS

THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE  
AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT  
SHOWN HEREIN.

THE MATTERS CONTAINED IN AN INSTRUMENT

ENTITLED	MEMORANDUM OF LEASE ASSIGNMENT
DATED	JANUARY 1, 1997
BY AND BETWEEN:	GREAT DANE LOS ANGELES, INC., F/K/A LOS ANGELES GREAT DANE, INC. AND GREAT DANE ACQUISITION LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP UPON THE TERMS AND CONDITIONS AND COVENANTS THEREIN PROVIDED
RECORDED	APRIL 25, 1997
INSTRUMENT/FILE NO	97-621214, OF OFFICIAL RECORDS

14. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS  
INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:

GRANTEE	ALLAN BOSCACCI, PATRICIA BOSCACCI, RITA BOSCACCI, GEORGE MEYER AND PHYLLIS MEYER
PURPOSE	WATER DRAINAGE
RECORDED	JUNE 22, 1989
INSTRUMENT/FILE NO.	89-999322, OF OFFICIAL RECORDS

SAID MATTER AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY  
DESCRIBED IN SAID DOCUMENT.

15. COVENANTS, CONDITIONS AND RESTRICTIONS (RESTRICTIONS, IF  
ANY, BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL  
STATUS OR NATIONAL ORIGIN ARE DELETED.) AS SET FORTH IN THE  
DOCUMENT REFERRED TO IN THE NUMBERED ITEM LAST ABOVE SHOWN.

NOTE: SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE  
FOLLOWING: IF THIS DOCUMENT CONTAINS ANY RESTRICTIONS BASED ON  
RACE, COLOR, RELIGION, SEX, FAMILIAL STATUS, MARITAL STATUS,  
DISABILITY, NATIONAL ORIGIN, OR ANCESTRY, THAT RESTRICTION  
VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND  
MAY BE REMOVED PURSUANT TO SECTION 12956.1 OF THE GOVERNMENT  
CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE  
AGE OF OCCUPANTS IN SENIOR HOUSING OR FOR OLDER PERSONS SHALL  
NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

16. ANY INVALIDITY OR DEFECT IN THE TITLE OF THE VESTEES IN THE  
EVENT SUCH TRUST IS INVALID OR FAILS TO CONFER SUFFICIENT  
POWERS IN THE TRUSTEES OR IN THE EVENT THERE IS A LACK OF  
COMPLIANCE WITH THE TERMS AND PROVISIONS OF THE TRUST  
INSTRUMENT.

Continued on next page

%%% REQUIREMENTS %%%

1) IF TITLE IS TO BE INSURED IN THE TRUSTEE(S) OF A TRUST OR THEIR ACT IS TO BE INSURED, WE WILL REQUIRE A FULL COPY OF THE TRUST AGREEMENT AND ANY AMENDMENTS THERETO. IN CERTAIN SITUATIONS THE COMPANY MAY ACCEPT A TRUSTEE CERTIFICATE PURSUANT TO SECTION 18100.5 OF THE CALIFORNIA PROBATE CODE FOR THE TRUST AGREEMENT. THE COMPANY RESERVES THE RIGHT TO EXEMPT ADDITIONAL ITEMS AND/OR MAKE ADDITIONAL REQUIREMENTS AFTER REVIEWING SAID DOCUMENTS.

2) GENERAL REQUIREMENTS RELATING TO ENTITY FORMATION AND AUTHORITY DOCUMENTATION:

A. CORPORATIONS:

- a. A certificate of good standing of recent date issued by the Secretary of State of corporation's state of domicile.
- b. A certified copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
- c. Requirements which the Company may impose following its review of the above material and other information which the company may require.

B. CALIFORNIA LIMITED PARTNERSHIPS:

- a. A certified copy of the certificate of limited partnership (Form LP-1) and any amendments thereto (Form LP-2) to be recorded in the public records;
- b. A full copy of the partnership agreement and any amendments;
- c. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
- d. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

C. FOREIGN LIMITED PARTNERSHIPS:

- a. A certified copy of the application for registration, foreign limited partnership (Form LP-5) and any amendments thereto (Form LP-6) to be recorded in the public records;
- b. A full copy of the partnership agreement and any amendment;
- c. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
- d. Requirements which the Company may impose following its

Continued on next page

review of the above material and other information which the Company may require.

D. GENERAL PARTNERSHIPS:

- a. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (Form GP-1), executed by at least two partners, and a certified copy of any amendments to such statement (Form GP-7), to be recorded in the public records;
- b. A full copy of the partnership agreement and any amendments;
- c. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.

E. LIMITED LIABILITY COMPANIES:

- a. A copy of its operating agreement and any amendments thereto;
- b. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
- c. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
- d. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
  - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
  - (ii) if the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
- e. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

Continued on next page

## F. TRUSTS:

- a. A certification pursuant to Section 18500.5 of the California Probate Code in a form satisfactory to the company.
- b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
- c. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.

3) THE REQUIREMENT THAT STEWART TITLE OF CALIFORNIA, INC. BE INFORMED OF WHAT TYPE OF TITLE INSURANCE COVERAGE/POLICIES ARE BEING REQUESTED, SO THAT WE MAY PROVIDE YOU WITH ANY ADDITIONAL REQUIREMENTS OR EXCEPTIONS THAT WE MAY HAVE OR THAT APPLY.

4) PROVIDE RELEASE/RECONVEYANCE INSTRUMENTS FOR DEEDS OF TRUST OF RECORD AS FOLLOWS:

A. IF INSTITUTIONAL LENDER WE MUST BE PROVIDED A DEMAND FOR PAYMENT. IF SERVICED BY OTHER THAN THE BENEFICIARY WE MUST BE PROVIDED A COPY OF THE LOAN SERVICING AGREEMENT.

B. IF AN INDIVIDUAL LENDER WE MUST BE PROVIDED DEMAND FOR PAYMENT TOGETHER WITH THE ORIGINAL NOTE. DEED OF TRUST AND SIGNED REQUEST FOR FULL RECONVEYANCE, REQUEST FOR FULL RECONVEYANCE MUST BE SIGNED BY BOTH SPOUSES IF BENEFICIAL INTEREST IS IN ONE SPOUSE ALONE.

C. IF BENEFICIARY IS A TRUST, WE MUST BE PROVIDED A FULL COPY OF SAID TRUST, TOGETHER WITH THE ORIGINAL NOTE, DEED OF TRUST AND SIGNED REQUEST FOR FULL RECONVEYANCE.

D. IF THE LOAN IS FOR A REVOLVING LINE OF CREDIT, THE ACCOUNT MUST BE CLOSED, OTHERWISE WE WILL HOLD AN AMOUNT EQUAL TO THE AVAILABLE CREDIT LIMIT.

5) IT IS THE POLICY OF THIS COMPANY TO MAKE ALL REQUIRED PAYOFFS.

THE COMPANY WILL REQUIRE CURRENT, WRITTEN PAYOFF DEMANDS ADDRESSED TO STEWART TITLE OF CALIFORNIA, INC. OR OUR ESCROW CUSTOMER. NONCURRENT AND EXPIRED DEMANDS WILL NORMALLY NOT BE ACCEPTABLE BUT THEY MAY BE ACCEPTED AT THE DISCRETION OF THE COMPANY IF VERBAL UPDATING CAN BE OBTAINED.

THE COMPANY WILL HOLD AN AMOUNT EQUAL TO ONE MONTHLY MORTGAGE PAYMENT UNTIL ACCEPTANCE BY THE LENDER OF OUR PAYOFF ON ANY NONCURRENT OR EXPIRED BENEFICIARY DEMAND, WHETHER OR NOT VERBALLY UPDATED.

Continued on next page

THE COMPANY WILL ALSO HOLD AN AMOUNT EQUAL TO ONE MONTHLY MORTGAGE PAYMENT UNTIL ACCEPTANCE BY THE LENDER OF OUR PAYOFF ON ANY DEMAND WHICH INCLUDES A PAYMENT MADE WITHIN 14 DAYS OF CLOSING UNLESS THE COMPANY HAS BEEN PROVIDED WITH SATISFACTORY PROOF OF PAYMENT (I.E. A CANCELLED CHECK OR WRITTEN CONFIRMATION OF CHECK CLEARANCE.)

PLEASE BE ADVISED THAT THE COMPANY WILL REQUIRE THAT THE BENEFICIARY OR BENEFICIARIES SIGN AN ESTIMATED CLOSING COST STATEMENT ANYTIME WE ARE PRESENTED FOR PAYOFF A NET PROCEEDS DEMAND OR A DEMAND IN WHICH THE BENEFICIARY OR BENEFICIARIES ARE ACCEPTING FOR PAYOFF LESS THAN WHAT THEY ARE OWED.

6) IT IS THE POLICY OF STEWART TITLE OF CALIFORNIA - LOS ANGELES DIVISION TO COLLECT ALL TITLE CHARGES AND DEDUCT SAID CHARGES UPON RECORDING WHEN STEWART TITLE IS DOING THE PAYOFF.

END OF EXCEPTIONS

Continued on next page

## NOTES

A. THIS PRELIMINARY REPORT/OFFER TO INSURE PURSUANT TO THE CALIFORNIA INSURANCE CODE CONTAINS A COMPILATION OF PUBLIC INFORMATION. THE COMPILATION OF THIS INFORMATION IN THIS FORM WAS PERFORMED BY AND IS THE WORK PRODUCT OF STEWART TITLE OF CALIFORNIA, INC. (STEWART TITLE) THE COMPILATION OF THIS INFORMATION IS CONFIDENTIAL IN NATURE AND INTENDED SOLELY FOR USE BY STEWART TITLE AND THOSE PARTIES AUTHORIZED BY STEWART TITLE FOR THE CLOSE OF ESCROW AND THE ISSUANCE OF TITLE INSURANCE BY STEWART TITLE. ANY UNAUTHORIZED DISSEMINATION OF THIS COMPILATION OF INFORMATION IS STRICTLY PROHIBITED.

## B. LENDERS NOTE:

IF AN ALTA LOAN POLICY - 1970, AMENDED 10-17-70 (AMENDED 12-6-85) IS REQUESTED, THE FOLLOWING WILL BE ADDED AS AN EXCLUSION FROM COVERAGE:

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 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 JUDGEMENT OR LIEN CREDITOR.

C. IF AN OWNERS POLICY WILL BE REQUESTED, PLEASE BE AWARE THAT UNLESS INSTRUCTED OTHERWISE, WE WILL ISSUE A CLTA STANDARD COVERAGE OWNERS POLICY. IF A DIFFERENT FORM OF POLICY IS CONTEMPLATED FOR THIS TRANSACTION, PLEASE ADVISE AND CONTACT YOUR TITLE OFFICER FOR ADDITIONAL REQUIREMENTS

Continued on next page



040295327

Sanctity of Contract

## CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available prior to disbursement. Funds received by Stewart Title of California, Inc. (Stewart Title) via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title. Stewart Title may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and Stewart Title shall have no obligation to account to the depositing party in any manner for the value of, or pay to such party, any benefit received by Stewart Title. Such benefits shall be deemed additional compensation to Stewart Title for its services in connection with the escrow or sub-escrow.

## WIRING INSTRUCTIONS

IF YOU ANTICIPATE HAVING FUNDS WIRED TO STEWART TITLE OF CALIFORNIA, INC. OUR WIRING INFORMATION IS AS FOLLOWS:

ADDITIONAL NOTE: DIRECT WIRE TRANSFERS TO:

CITY NATIONAL BANK

5601 E. SLAUSON AVE

CITY OF COMMERCE, CALIFORNIA 90040

ROUTING NO. 122016066

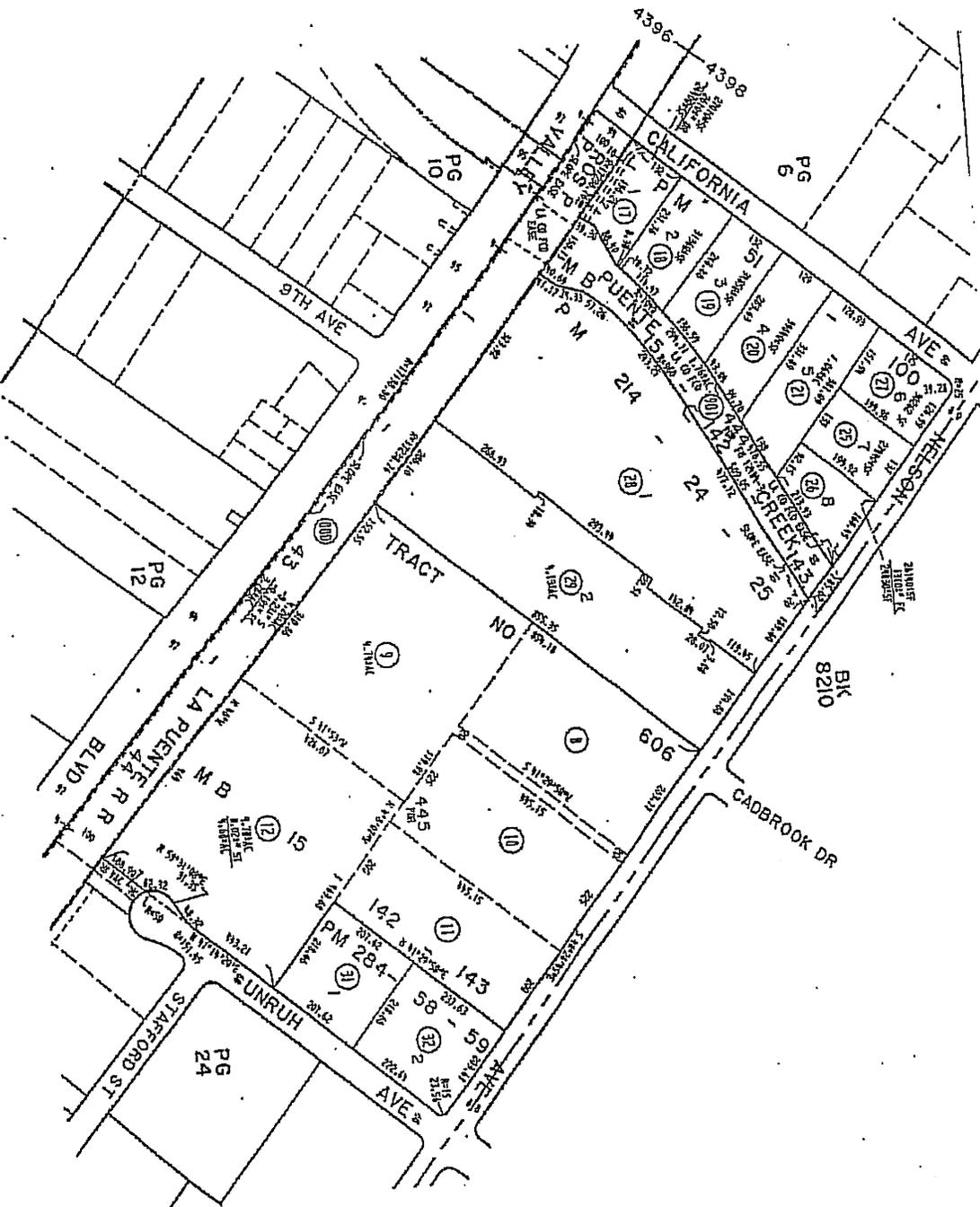
CREDIT TO STEWART TITLE OF CALIFORNIA, INC.

ACCOUNT # 013 218811

REF: (ORDER # 040295327, TITLE OFFICER NAME: LARRY MCGUIRE)

WHEN INSTRUCTING THE FINANCIAL INSTITUTION TO WIRE FUNDS, IT IS VERY IMPORTANT THAT YOU REFERENCE STEWART TITLE'S ORDER NUMBER.

SHOULD YOU HAVE ANY QUESTIONS IN THIS REGARD PLEASE CONTACT YOUR TITLE OFFICER IMMEDIATELY.



IMPORTANT: THIS PLAT IS NOT A SURVEY. IT IS FURNISHED AS A CONVENIENCE TO LOCATE THE LAND IN RELATION TO ADJOINING STREETS AND OTHER LANDS AND NOT TO GUARANTEE ANY DIMENSIONS, DISTANCES, BEARINGS OR ACRESAGE.

EXHIBIT A

CLTA PRELIMINARY REPORT FORM  
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS

SCHEDULE B

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990  
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 OR 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 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 OR 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 CLAIM, WHICH ARISES OUT OF THE TRANSACTION VESTING IN THE INSURED THE ESTATE OF INTEREST INSURED BY THIS 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.

EXCEPTIONS FROM COVERAGE-SCHEDULE B, PART I

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 NOTICES 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.

(LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS CONTINUED ON NEXT PAGE)

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)  
 ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE  
 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 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. 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.

LIMITATIONS ON COVERED RISKS

YOUR INSURANCE FOR THE FOLLOWING COVERED RISKS IS LIMITED ON THE OWNER'S COVERAGE STATEMENT AS FOLLOWS:

FOR COVERED RISK 14, 15, 16 AND 18, YOUR DEDUCTIBLE AMOUNT AND MAXIMUM DOLLAR LIMIT OF LIABILITY SHOWN IN SCHEDULE A.

Covered Risk 14 :	1% of Policy Amount	or \$2,500.00	\$10,000.00	(whichever is less)
Covered Risk 15:	1% of Policy Amount	or \$5,000.00	\$25,000.00	(whichever is less)
Covered Risk 16:	1% of Policy Amount	or \$5,000.00	\$25,000.00	(whichever is less)
Covered Risk 18:	1% of Policy Amount	or \$2,500.00	\$5,000.00	(whichever is less)

(LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS CONTINUED ON NEXT PAGE)

CLTA PRELIMINARY REPORT FORM

AMERICAN LAND TITLE ASSOCIATION  
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)  
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 GOVERNMENTAL 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.

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)  
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE  
EXCLUSIONS AND 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 ERRECTED 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.

(LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS CONTINUED ON NEXT PAGE)

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 (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 TO THE EXTENT INSURANCE IS AFFORDED HEREIN AS TO THE 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 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 OR 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 RECORDED THE INSTRUMENT OF TRANSFER; OR
    - (b) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGMENT OR LIEN CREDITOR.

THE ABOVE POLICY FORMS MAY BE ISSUED TO AFFORD EITHER STANDARD COVERAGE OR EXTENDED COVERAGE. IN ADDITION TO THE ABOVE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE IN A STANDARD COVERAGE POLICY WILL ALSO INCLUDE THE FOLLOWING GENERAL EXCEPTIONS:

### 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 NOTICES 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.

(LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS CONTINUED ON NEXT PAGE)

## AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)

### 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 JUDGEMENT OR LIEN CREDITOR.

THE ABOVE POLICY FORMS MAY BE ISSUED TO AFFORD EITHER STANDARD COVERAGE OR EXTENDED COVERAGE. IN ADDITION TO THE ABOVE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE IN A STANDARD COVERAGE POLICY WILL INCLUDE THE FOLLOWING GENERAL INSTRUCTIONS:

### 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 NOTICES 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.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)

EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COST, 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 AREAS 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 COVERED RISKS 12, 13, 14, AND 16 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 FROM COVERAGE DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISKS 12, 13, 14, AND 16 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 DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISKS 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 AND 26); 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 USURY, EXCEPT AS PROVIDED IN COVERED RISK 27, ANY CONSUMER CREDIT PROTECTION OR TRUTH-IN-LENDING LAW.
6. REAL PROPERTY TAXES OR ASSESSMENTS OF ANY GOVERNMENTAL AUTHORITY WHICH BECOME A LIEN ON THE LAND SUBSEQUENT TO DATE OF POLICY. THIS EXCLUSION DOES NOT LIMIT THE COVERAGE PROVIDED UNDER COVERED RISKS 8.
7. ANY CLAIM OF INVALIDITY, UNENFORCEABILITY OR LACK OF PRIORITY ON 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 COVERED RISKS 7, 8(a) AND 26.
8. 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 THE 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 IN COVERED RISK 8.
9. THE FAILURE OF THE RESIDENTIAL STRUCTURE, OR ANY PORTION THEREOF TO HAVE BEEN CONSTRUCTED BEFORE, ON OR AFTER DATE OF POLICY 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 DATE OF POLICY.

**Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title of California, Inc.**

**Privacy Policy Notice**

**PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title of California, Inc.

We may collect nonpublic personal information about you from the following sources:

- \* Information we receive from you, such as on applications or other forms.
- \* Information about your transactions we secure from our files, or from our affiliates or others.
- \* Information we receive from a consumer reporting agency.
- \* Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliates third parties permitted by law.

We also may disclose this information about our customers or former customers to companies that perform services on our behalf as permitted by law.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

## **ESCROW TIME LINE**

Escrow No. E064514316

**EFFECTIVE DATE:** November 15, 2006

**CLOSE OF ESCROW:** January 15, 2007 or ten business days after the Final Court Approval Date, whichever is later – with a Final Court Approval Date no later than July 31, 2007

**PRELIMINARY REPORT APPROVAL:** December 30, 2006

**DUE DILIGENCE PERIOD:** December 30, 2006

**OPENING DATE:** November 17, 2006

Larry McGuire  
Senior Title Officer  
Vice President  
[Lmcguire@stewart.com](mailto:Lmcguire@stewart.com)

Wil Campos  
Title Officer  
[Wcampos@stewart.com](mailto:Wcampos@stewart.com)

Luis Carrillo  
Title Clerk  
[Lcarrill@stewart.com](mailto:Lcarrill@stewart.com)

**STEWART TITLE OF CALIFORNIA, INC.**  
**SPECIAL PROJECTS**  
525 North Brand Blvd.  
GLENDALE, CALIFORNIA 91203  
818-502-2723 818-502-2724  
Fax: (818) 241-9173

Linda Hartwell  
Senior Title Assistant  
[Lhartwell@stewart.com](mailto:Lhartwell@stewart.com)

Eric VanMarter  
Examiner/Assistant  
[Evanmart@stewart.com](mailto:Evanmart@stewart.com)

Rachelle Clemente  
Title Assistant  
[Rclemente@stewart.com](mailto:Rclemente@stewart.com)

Copy of recorded

Title Exceptions

For Preliminary Report

No. 040295327

Dated

October 21, 2006

## NOTICE

**“If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin or ancestry, that restriction violates state and federal fair housing laws and is void. *Any person holding an interest in this property may request that the county recorder remove the restrictive covenant language pursuant to subdivision (c) of Section 12956.1 of the Government Code.*”**

[IF YOU ARE RECEIVING THIS NOTICE BY FACSIMILE TRANSMISSION, PLEASE BE ADVISED THAT THE ORIGINAL IS PRINTED IN RED.]

**EXCEPTION**

**NUMBER**

**3**

... the corporation that executed the ...  
... and  
... on behalf of the corporation therein  
... as such  
Trustee. In witness whereof, I have hereunto set my hand and affixed my  
official seal in said County, the day and year in this certificate first above  
written.

(Notarial Seal) Florence M. Fetterly, Notary Public  
in and for the County of Los Angeles, State of California.  
My Commission expires: November 18th, 1914.

# 239. A full, true and correct copy of original recorded at request of Los Ange-  
les Title & Tr. Co., Jun 17, 1913, at 9 A. M. # 43-. Copyist # 6.  
C. L. Logan, County Recorder, by *F. Lery* Deputy.

Grant Deed. James M. Wadsworth and Elizabeth Wadsworth, his wife, of Los  
Angeles County, California, in consideration of ten dollars, to them in hand paid,  
the receipt of which is hereby acknowledged, do hereby Grant to Fred Kuhn, of Los  
Angeles County, California, all that real property situate in the Rancho La Puente  
County of Los Angeles, State of California, described as follows:

Lot Four Hundred Forty-five (445) of Tract Number Six Hundred and six (606),  
as per map recorded in Book 15, pages 142 and 143 of Maps in the office of the  
County Recorder of said County. Subject to taxes for the fiscal year 1913-14.

Subject, also, to right to extract ore and right of way as of record.

As an appurtenance to said property the said Grantors also hereby Grant to  
the said Grantee an undivided four-tenths interest in and to that certain pumping  
plant located on Lot 444, Tract No. 606, together with the right to use the pipe  
line to convey water from said pumping plant to said Lot 445.

Witness our hands this twelfth day of May, 1913.  
James M. Wadsworth.  
Elizabeth Wadsworth.

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

On this seventeenth day of May, 1913, before me, Edward R. Link, a Notary  
Public in and for said County, personally appeared James M. Wadsworth and Eliza-  
beth Wadsworth, his wife, known to me to be the persons whose names are subscribed  
to the foregoing instrument, and acknowledged that they executed the same.

Witness my hand and official seal.  
(Notarial Seal) Howard R. Link, Notary Public  
in and for the County of Los Angeles, State of California.  
My commission expires Nov. 23, 1914.

# 15. A full, true and correct copy of original recorded at request of Los Ange-  
les Title & Tr. Co., Jun 17, 1913, at 9 A. M. # 37-. Copyist # 6.  
C. L. Logan, County Recorder, by *F. Lery* Deputy.

In consideration of the receipt by the undersigned, of ten dollars, Frank G.  
...

dd  
3

County of Los Angeles, State of California, and real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

The Northernly six and two-thirds (6-2/3) Feet of Lot One (1) and the Southernly six and two-thirds (6-2/3) Feet of Lot Three (3) in Block "P" of Moore and Kollmer's Subdivision of Lot Two (2) in Block Sixty (60) of Hancock's Survey, as per map recorded in book 3, pages 54 and 55, Miscellaneous Records of said County.

The Easterly thirty-three and one-third (33-1/3) Feet, front and rear, of Lot One (1) in Block "P" of Moore and Kollmer's Subdivision of Lot Two (2) in Block Sixty (60) of Hancock's Survey as per map recorded in book 3, pages 54 and 55, Miscellaneous records of said County. To Have and to Hold unto the said grantee, her heirs and assigns.

Witness his hand this Sixth day of June, 1913.

Frank G. Gordon.

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

On this Sixth day of June, 1913, before me, Geo. S. Myers, a Notary Public in and for said County, personally appeared Frank G. Gordon, 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)

Geo. S. Myers, Notary Public

Los Angeles County, California.

# 3. A full, true and correct copy of original recorded at request of Grantee, Jun 17, 1913, at 9 A. M. # 5-. Copyist # 6.

C. L. Logan, County Recorder, by *F. Long* Deputy.

This Indenture, made this 20th day of May 1913, Witnesseth: That, whereas the certain promissory note for the sum of Fifteen thousand (\$15,000) Dollars with interest, mentioned as secured by that certain Deed of Trust made by Theodore Wiesendanger to the Title Guarantee and Trust Company, (a Corporation having its principal place of business in the City of and County of Los Angeles, State of California.) dated the 4th day of August 1909, and recorded in the records of the County of Los Angeles, State of California, in book 3873 page 180 of deeds, has been fully paid, and it is desired to discharge said trust as to the premises therein described.

Now, therefore, in consideration of such payment and the receipt of One Dollar, and at the request of International Savings and Exchange Bank, a corporation, party of the third part, mentioned in said Deed of Trust, the Title Guarantee and Trust Company, does hereby release, release and reconvey unto Theodore Wiesendanger, his heirs and assigns, all the estate in the premises described in said Deed of Trust acquired by the Trustee therein; reference being hereby made to the record of said Deed for a particular description of said premises, the intention of this Corporation, acting as Trustee, being to acknowledge a full satisfaction of the indebtedness recited in the Deed of Trust; and to reconvey the estate acquired by said Deed of Trust to the party who held the legal title when the Trust Deed was executed. To Have and to Hold, by said second party, his heirs and assigns forever.

In Witness Whereof, the said Title Guarantee and Trust Company has caused the Corporate Seal to be signed to these presents by its Vice-President and Attested by the Assistant Secretary, who has affixed its seal, this day and year first above mentioned.

Corporate Seal

Title Guarantee and Trust Company

**EXCEPTION**

**NUMBER**

**4**

4

3095

PLEASE RETURN TO:  
SHAROD FINANCE CO.  
7111 PACIFIC BLVD.  
HUNTINGTON PARK, CALIF.

DOCUMENT No. 3075  
RECORDED AT REQUEST OF  
*Seaboard Finance Co.*

MAY 28 1954  
J. MAY 9 A.M.

BOOK 14697 PAGE 196  
OFFICIAL RECORDS  
County of Los Angeles, California  
FEE \$ 2.70  
MAMED. BEATTY, County Recorder  
*M. B. Beatty*

Recorded and Certified MAMIE B. BEATTY

1 RE: JOINT OUTFALL "H"  
TRUNK SEWER, UNIT 7 -  
2 EASEMENT NO. 1199  
3 to County Sanitation District No. 2 of Los Angeles County certain  
4 land for right of way and recommended that said easement be ac-  
cepted and ordered recorded.

5 Upon motion of Director Bradshaw, seconded by Director  
6 Quinn and unanimously carried, said easement was accepted and  
the Secretary was instructed to have said recorded, to-wit:

7 EASEMENT NO. 1199, executed April 1, 1954 by Leonard  
8 Ranch; By A. Jerome Leonard and Malina Leonard, granting to County  
Sanitation District No. 2 of Los Angeles County a perpetual easement  
9 and right of way for sewer purposes, described as follows:

10 A strip of land ten (10) feet in width being the  
11 southerly ten (10) feet of Lot 1411, Tract No. 506,  
as shown on map recorded in Book 15, pages 142 and 143  
12 of Maps, in the office of the Recorder of the County  
of Los Angeles.

13 Reserving unto said grantor all of above described  
14 ten foot strip of land below a depth of 20 feet from  
15 the surface of the ground.

16 STATE OF CALIFORNIA )  
17 ) SS.  
18 COUNTY OF LOS ANGELES )

19 I, J. R. Foster, Secretary of the Board of Directors of  
20 County Sanitation District No. 2 of Los Angeles County, do hereby  
21 certify that the foregoing is a true and correct copy of an order  
22 adopted by the Board of Directors of said District at a regular  
meeting held April 14, 1954 and duly entered in the minutes of said  
District.

*J. R. Foster*  
J. R. FOSTER  
Secretary

11697 661108

# SEWER EASEMENT

WILLIAM F. BARNES by A. JAMES LEONARD and MAIINA LEONARD.

THE AMOUNT OF

Dollars

*Edward Ranch*

in hand paid, the receipt of which is hereby

acknowledged, hereby GRANT to County Sanitation District No. 2, of Los Angeles County, State of California, a perpetual easement and right of way for sewer purposes, and the right to erect, maintain, reconstruct, use and operate a Sewer Pipe Line over, through and under certain real property situate in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

A strip of land ten (10) feet in width being the southwesterly ten (10) feet of Lot 144, Tract No. 666, as shown on map recorded in Book 15, pages 142 and 143 of Maps, in the office of the Recorder of the County of Los Angeles.

Beginning with said grantor all of above described ten foot strip of land to a depth of 20 feet from the surface of the ground.

Together with the right to enter upon and to pass and remove over and along said strip of land, and to deposit loads, implements and other materials thereon by the said Grantee, its officers, agents and employees, and by persons under contract to construct said Sewer Pipe Line, and their employees, whenever and wherever necessary for the purpose of laying, constructing, reconstructing, inspecting, maintaining, repairing, using and operating said Sewer Pipe Line; and also the right to make any and all excavations necessary or convenient at any time for any of the purposes aforesaid.

PROVIDED, however, that this conveyance is made under and subject to the following conditions, which the Grantor, by the acceptance of said right of way, agrees to keep and perform, viz:

That the said Grantee will restore and replace the surface of the ground and improvements over the above mentioned right of way and will repair any and all damage to the property of the Grantor, above or adjoining the said right of way which is injured or damaged in the construction or maintenance of the said Sewer Pipe Line.

Grantor reserves unto itself, its successors and assigns, the unrestricted right to build over and upon any sewer line that may be placed upon such easement, and cross over such sewer line with roads or railroad tracks without obligating Grantor to reinforce or otherwise protect such sewer line. Grantor also reserves the right, at any time, to connect with the trunk sewer pipe line laid in the ground covered by said easement, free of cost other than the necessary inspection fee required by the office of the County Engineer, use thereof, however, to not be made until the entire system is completed, so that it is ready for use. Grantor also reserves all oil and mineral rights in and under said above described ten (10) foot strip of land.

EASEMENT No. 1192

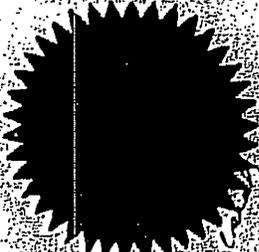
DESCRIPTION No. 1694

TO HAVE AND TO HOLD to the said Grantor, its successors and assigns, perpetually for the purposes and upon the conditions aforesaid.

IN WITNESS WHEREOF, the said Grantor *has me* duly executed this instrument this *1st* day of *April* 19*54*

*Leonaud Ranch*  
*By Jerome Leonard*  
*Malina Leonard*

STATE OF CALIFORNIA }  
County of Los Angeles }



On this 1st day of April A. D. 1954, before me,  
E. Glabaugh  
a Notary Public in and for said County and State, personally appeared  
A. Jerome Leonard and Malina Leonard  
known to me  
to be the persons whose name s are subscribed to the within  
Instrument, and acknowledged to me that they executed the same.  
In Witness Whereof, I have hereunto set my hand and affixed my official seal  
the day and year in this certificate first above written.

*E. Glabaugh*  
Notary Public in and for said County and State.

ACKNOWLEDGMENT - GENERAL - WOLCOTT'S FORM 233

EASEMENT FOR A  
Sanitary Sewer, Being a Portion of the

JOINT OUTFALL - HWY.  
UNIT 7 Trunk Sewer.

Approved as to description,  
APR 15 54

By *[Signature]*  
Office Engineer.

Approved as to form,  
APR 15 54

*Malina Leonard*  
Counsel.

Approved APR 15 54  
Acting Chief Engineer.

3318  
Document No. 1199  
Description No. 1594  
LEONARD RANCH  
TO  
COUNTY SANITATION DISTRICT  
No. 2  
OF LOS ANGELES COUNTY  
EASEMENT  
APR 15 1954

3318  
DOCUMENT No.  
RECORDED AT REQUEST OF  
County Sanitation District No. 2  
MAY 28 1954  
BOOK 14697 PAGE 199  
OFFICIAL RECORDS  
County of Los Angeles, California  
NAME OF DEITY, County Recorder

**EXCEPTION**

**NUMBER**

**5**



MAY E. LEE  
CHIEF CLERK OF THE BOARD

County of Los Angeles

Board of Supervisors

501 Hall of Records  
New Building 14  
Hollywood 2211

BOOK 16690 PAGE 103

MEMBERS OF THE BOARD  
HERBERT L. LEON  
CHAIRMAN  
KENNETH HAHN  
JOHN A. BROWN, JR.  
BUNTON W. CHASE  
RODOLPH W. HERBOLD

5

164  
IN RE FLOOD CONTROL: ORDER APPROVING SETTLEMENT WITH OWNER OF PARCEL NO. 12, PUENTE CREEK, AUTHORIZING COUNTY COUNSEL TO STIPULATE TO JUDGMENT, AUTHORIZING DEPOSIT WITH THE COUNTY CLERK, AND ACCEPTING EASEMENT DEED TO PARCELS NOS. 48, 57 AND 68, PUENTE CREEK.

\* \* \* \* \*

And on motion of Supervisor Hahn, unanimously carried, it is ordered that the following instrument be accepted and recorded in the office of the County Recorder, to wit:

Easement Deed dated November 26, 1954, executed by Leonard Ranch, a co-partnership, Alfred Jensen, Lessee, and Isabell Jensen, Lessee, granting to Los Angeles County Flood Control District easements for the purposes hereinafter mentioned, over, along and across the real property in the County of Los Angeles, State of California, described as follows:

An easement for ingress and egress over, along and across that portion of Lot 444, Tract No. 606, as shown on map recorded in Book 15, pages 142 and 143, of Maps, in the office of the Recorder of the County of Los Angeles, within the following described boundaries:

\* \* \* \* \*

The area of the above described parcel of land is 1,174 square feet, more or less.

ALSO, an easement for ingress and egress over, along and across that portion of said Lot 444, Tract 606, within the following described boundaries:

\* \* \* \* \*

The area of the last above described parcel of land is 1,476 square feet, more or less.

ALSO, an easement to extend and maintain excavation and embankment slopes on, over and across that portion of said Lot 444, Tract No. 606, within the following described boundaries:

\* \* \* \* \*

Together with the right to construct and maintain revetments along the base of said slopes whenever and wherever necessary for said purposes.

The area of last above described parcel of land is 131 square feet, more or less.

Subject to all matters of Record.

(Parcel No. 18, Puente Creek - includes Parcels Nos. 57 and 68)

I hereby certify that the foregoing is a full, true and correct copy of an order which was adopted by the Board of Supervisors of Los Angeles County Flood Control District on January 17, 1955, and entered in the minutes of said Board.

Witness my hand and the seal of the Board of Supervisors

HAROLD J. GORTLY, County Clerk of the County of Los Angeles, State of California, and ex officio Clerk of the Board of Supervisors of Los Angeles County Flood Control District.

*Harold J. Gortly*  
County Clerk

ORIGINAL

PUEBLO GREEN  
(Includes Parcels Nos. 57 and 68)  
CI 38  
138 FM 3.1  
First District

EASEMENT DEED

For a valuable consideration, receipt of which is hereby acknowledged, LEONARD HINGEL, a partnership composed of A. JENSEN, LEONARD and HALMA LEONARD, partners, and ALFRED JENSEN and INARZEN JENSEN, husband and wife, as lessors; do hereby grant to LOS ANGELES COUNTY FIELD CONTROL DISTRICT, a body corporate and politic, easements for the purposes hereinafter mentioned, over, along and across the real estate parts in the County of Los Angeles, State of California, hereinafter described:

An easement for ingress and egress over, along and across that portion of Lot 444, Tract No. 606, as shown on map recorded in Book 15, pages 142 and 143, of Maps, in the office of the Recorder of the County of Los Angeles, within the following described boundaries:

Beginning at the intersection of the southwesterly line of Nelson Avenue, 60 feet wide, as shown on said map, with the northwesterly line of that strip of land, 80 feet wide, described as Parcel 12 in a 111; Judgment in Superior Court Case No. 61441, recorded in Book 1173, page 37, of Official Records, in the office of said Recorder, thence S. 62° 06' 18" W. 75.00 feet along said northwesterly line; thence N. 71° 53' 42" W. 10.00 feet; thence N. 62° 06' 18" E. 25.00 feet; thence N. 27° 53' 42" W. 10.00 feet; thence N. 62° 06' 18" E. 21.70 feet to said southwesterly line; thence S. 18° 45' 41" E. 21.70 feet to the point of beginning.

The area of the above described parcel of land is 1.17 square feet, more or less.

ALSO, an easement for ingress and egress over, along and across that portion of said Lot 444, Tract 606, within the following described boundaries:

Beginning at the intersection of the southwesterly line of Nelson Avenue, 60 feet wide, as shown on said map, with the southwesterly line of that strip of land, 80 feet wide, described as Parcel 12 in a 111; Judgment in Superior Court Case No. 61441, recorded in Book 1173, page 37, of Official Records, in the office of said Recorder, thence S. 62° 06' 18" W. 85.00 feet along said southwesterly line; thence N. 71° 53' 42" E. 10.00 feet; thence N. 62° 06' 18" E. 25.00 feet; thence N. 27° 53' 42" W. 10.00 feet; thence N. 62° 06' 18" E. 21.70 feet to said southwesterly line, said point being designated as follows:

W 1/4 Sec 11, T 11 N, R 10 E, S 101, 102, 103, 104, 105

The area of the last above described parcel of land is 131 square feet, more or less.

Also, easement to extend an arroyo excavation and embankment along the corner and across the portion of said lot 114, Tract No. 606, within the following described boundaries:

Beginning at said point A, thence S 88° 08' 16" W 5.35 feet, thence S 74° 45' 45" E 27.24 feet, thence N 41° 14' 19" E 5.00 feet to said southeasterly line, thence N 48° 45' 41" W 25.24 feet to said point A.

Together with the right to construct and maintain revetments along the base of said slopes whenever and wherever necessary for said purposes.

The area of last above described parcel of land is 131 square feet, more or less.

Subject to all matters of record.

It is understood that each of the undersigned grantors grants said easements only over, along and across those portions of the above described land which is owned by said grantor or in which said grantor has an interest.

Dated: Nov - 26 1957

LEONARD RANCH, a copartnership

James Leonard  
James Leonard, Partner

Malina Leonard  
Malina Leonard, Partner

Allan Jensen  
Allan Jensen, Lessee

Isabelle Jensen  
Isabelle Jensen, Lessee

Witness my hand and seal of said County of Santa Clara, State of California, this 26th day of November, 1957.

Notary Public  
I, Notary Public, do hereby certify that the above and foregoing instrument was signed and sealed by the parties thereto and that the same was acknowledged before me and I have subscribed my name and seal to the same in the presence of the parties thereto and the same was lawfully executed in accordance with the laws of the State of California.

EX-16660 PAGE 106

STATE OF CALIFORNIA  
County of Los Angeles

On this 26 day of December, 1953, before me, William J. ...  
a Notary Public in and for said County and State, personally appeared

ALFRED JENNEN and ISABELL JENNEN, husband and wife,

known to me to be the persons whose names are  
subscribed to the within instrument, and acknowledged that they executed the same.

Witness my hand and official seal the day and year first above written.

WILLIAM J. ...  
Notary Public in and for said County and State

DOCUMENT NO. 3224  
RECORDED AT LOS ANGELES  
JAN 21 1954  
OFFICIAL RECORD  
COUNTY OF LOS ANGELES  
FEE \$ 7.00  
WALTER B. BEATTY, COUNTY CLERK

Approved as to form:  
HAROLD W. KENNEDY,  
County Counsel

Approved as to description:  
LOS ANGELES COUNTY FLOOD  
CONTROL DISTRICT

Approved as to interest:  
LOS ANGELES COUNTY FLOOD  
CONTROL DISTRICT

Approved by the  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

ORIGINAL

Platte Creek  
Includes 37 and 38

ASSUMED  
LOS ANGELES COUNTY FLOOD  
CONTROL DISTRICT

LOS ANGELES COUNTY FLOOD  
CONTROL DISTRICT

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

40910

1500 North  
City of Los Angeles

RECORDED IN OFFICIAL RECORDS  
OF LOS ANGELES COUNTY, CALIF.  
BOOK 4690 PAGE 103  
JUL 7 1971  
2 PM

For Assurances, consideration, receipt, ratification, and ratification  
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and political, does  
hereby warrant, defend and forever quitclaim to BUD CANNON COMPANY, a limited  
partnership, with its principal office at 1000 North Main Street, Los Angeles, California,  
for all areas and areas as granted to said owner by said Deed recorded  
January 29, 1955, in Book 4690, page 103, of Official Records, in the office  
of the Recorder of the County of Los Angeles, and only insofar as said  
assurances, consideration, receipt, ratification, and ratification, and  
Los Angeles, State of California, described as follows:

The portion of Lot 77, Tract No. 606, as shown on  
map 1177, in Book Los 1587, E/2 and 1/2 of Maps, in the  
office of the Recorder of the County of Los Angeles,  
with the following described boundaries:

Commencing at the intersection of the southeasterly  
line of Nelson Avenue, 60 feet wide, as shown on said map,  
with the southeasterly line of that state of land, 80 feet  
wide, described as Parcel 12 in a Lis Pendens in Superior  
Court Case No. 614,431, recorded in Book 41873, page 327,  
of Official Records, in the office of said Recorder;  
thence S. 62° 06' 18" W. 77.00 feet along said south-  
easterly line to the true point of beginning; thence  
continuing along said southeasterly line S. 62° 06' 18"  
W. 8.00 feet; thence S. 27° 53' 42" E. 10.00 feet; thence  
N. 62° 06' 18" E. 30.00 feet; thence S. 27° 53' 42" E.  
10.00 feet; thence N. 62° 06' 18" E. 62.62 feet to said  
southwesterly line; thence along said southwesterly line  
N. 48° 45' 41" W. 7.40 feet; thence S. 70° 52' 41" W.  
83.39 feet to the true point of beginning.

Subject to all matters of record.

Dated JUN 22 1971



LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By *William H. Cannon*  
Chairman, Board of Supervisors

ATTEST:  
JAMES S. MIZE  
Executive Officer-Clerk  
of the Board of Supervisors

By *Mary Ann Mize*  
Deputy

This Deed Does Not Convey Fee Title.

6008

JUL 7 1971

JUL 7 1971

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

On this 22nd day of June 1971  
before me JAMES S. MIZE, Executive Officer-Clerk of the Board of Supervisors of  
the County of Los Angeles, State of California, personally appeared:

WARREN M. DOWY known to me to be the chairman of the  
Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, the  
District that executed the within instrument, and known to me to be the person  
who executed the same on behalf of said District and acknowledged to me that  
said District executed the same pursuant to the Order of said Board on  
June 22, 1971, No. 22



JAMES S. MIZE, Executive Officer-Clerk of the Board of Supervisors of Los Angeles County, California

By James Mize  
deputy

Approved as to form  
JOHN D. MAHARG, County Counsel

By J. Maharg  
Deputy - Assistant

DOCUMENTARY TRANSFER TAX 0.10%  
COMPUTED ON FULL VALUE OF PROPERTY COPIED  
ON COMPUTED FULL VALUE LESS LIENS,  
AND RECORDATION FEE \$1.00  
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
By Robert Bauer

Approved as to description  
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By W. J. ...  
Civil Engineer  
Right of Way Engineering Division

Approved as to title  
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By J. P. ...  
Title Officer  
Right of Way Engineering Division

RLP:mkr  
Unit 4  
5/6/71

ADOPTED  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

68 JUN 22 1971

James S. Mize  
JAMES S. MIZE  
EXECUTIVE OFFICER

JUL 7 1971

0609

**EXCEPTION**

**NUMBER**

**6**

6

RECORDING REQUESTED BY  
SOUTHERN CALIFORNIA EDISON COMPANY

3604

BOOK 0773 PAGE 148

RECORDED IN  
OFFICIAL RECORDS  
LOS ANGELES COUNTY, CALIF.  
RAY E. LEE, RECORDER

WHEN RECORDED MAIL TO  
SOUTHERN CALIFORNIA EDISON COMPANY  
Returns to  
SOUTHERN CALIFORNIA EDISON COMPANY  
P. O. BOX 351  
LOS ANGELES 53, CALIF.  
ATTENTION - R/W & LAND DEPT.

1960 MAR 7 AM 11:06

FEE  
\$2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT  
(INDIVIDUAL)

THE GRANTOR BO-DO LAND COMPANY, a limited partnership  
hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, an easement and right of way to construct, use, maintain, alter, add to, repair, replace and/or remove, in, on, and over the real property hereinafter described, situated in the County of Los Angeles, State of California, an electric line, consisting of poles, necessary guys and anchors, cross-arms, wires and other fixtures and appliances, for conveying electric energy to be used for light, heat, power, telephone and/or other purposes.

Said real property is described as follows:

A strip of land, 10 feet in width, lying within Lot 444 of Tract No. 606 as per map recorded in Book 15 pages 142 and 143 of Maps in the office of the County Recorder of said County, the centerline of said strip of land being described as follows:

Beginning at a point in the northeast line of that certain Southern Pacific Railroad Right of Way, 100 feet in width, which bounds said Lot 444 on the southwest line of said lot, distant southeasterly thereon 332 feet from the southeast line of California Avenue, 60 feet wide, thence northeasterly and parallel with said southeast line, a distance of 20 feet to a point hereinafter referred to as Point "A"; thence southeasterly and parallel with said northeast line a distance of 184 feet.

Also, two strips of land, each two feet in width, lying within said Lot 444, the centerlines of said strips of land being described as follows:

Strip 1: Beginning at said point "A" thence northeasterly, at right angles to the last described parallel line, a distance of 35 feet.  
Strip 2: Also beginning at said point "A" thence north westerly and parallel with said northeast line, a distance of 10 feet.

The Grantee, its successors and assigns, and its and their respective agents and employees, shall have the right to trim or top such trees as may endanger or interfere with said electric line, and shall have free access to said electric line and every part thereof, at all times, for the purpose of exercising the rights herein granted.

IN WITNESS WHEREOF, the Grantor, ha.S. executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_ 1960.

Witness:

STATE OF CALIFORNIA

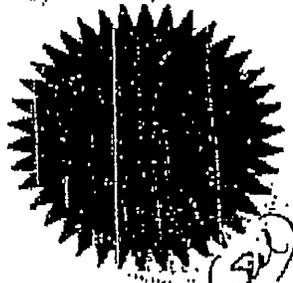
BO-DO LAND COMPANY, a limited partnership

BY: Joseph G. Doolley  
General Partner

STATE OF CALIFORNIA  
County of Los Angeles

On this 7 day of March, 1960, before me,  
a Notary Public in and for said County and State, personally appeared  
Joseph G. Doolley, known to me,

to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.  
In WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



JOSEPH G. DOOLLEY, Notary Public in and for said County and State, County of Los Angeles, State of California

COPY  
0-0249  
6025  
2040  
M.N.  
53-90  
APPVD.  
BY  
GDS  
DATE  
2-24-60

3604

**EXCEPTION**

**NUMBER**

**7**

TRUST - ON FILE

7

2899

FEB 18 1969

RECORDED IN OFFICIAL RECORDS  
OF LOS ANGELES COUNTY, CALIF.  
50 Min. 10 AM, MAR 14 1969  
RAY E. LEE, Registrar-Recorder

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

No. 923 960

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,

Plaintiff,

FINAL ORDER OF CONDEMNATION

(Parcel No. 79

PIEDMONT CREEK

vs.

SHELDON GOLISON, et al.,

Defendants.

FREE 3 R

JOHN D. MAHARG, COUNTY COUNSEL  
548 HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
4251311

An interlocutory judgment having been heretofore made and entered in this action condemning those parcels of real property as above numbered and as more particularly described and prayed for in the complaint on file herein, adjudging and decreeing the amounts to be paid to the defendants and other persons entitled thereto or into court for their benefit and proof having been made to the satisfaction of the court that said amounts have been paid in the manner provided and that plaintiff is therefore entitled to have a final order of condemnation herein in accordance with the terms and provisions of said judgment.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the real property as hereinafter specifically described, together with any and all improvements thereon be and the same is hereby condemned as prayed for and that the plaintiff as above named does hereby take and acquire the real property interests as hereinafter set forth in said real property for the public purposes set forth in the complaint on file herein, all of which property is situated in the County of Los Angeles, State of California:

10/3/70 - 1-4

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32

The fee simple title in and to the following described real

property known as Parcel No. 79:

JOHN D. MAHARG, COUNTY COUNSEL  
 848 HALL OF ADMINISTRATION  
 LOS ANGELES, CALIFORNIA 90012  
 MADISON 2-3811

1 Parcel No. 79 (Fee title):

2 That portion of Lot 444, Tract No. 606, as shown on map recorded in Book  
3 15, pages 142 and 143, of Maps, in the office of the Recorder of the County of  
4 Los Angeles, within the following described boundaries:

5 Beginning at the intersection of the southwesterly curved line of said  
6 Lot 444, with the southeasterly line of the Land described as PARCEL 12 in a  
7 Final Judgment had in Superior Court Case No. 614431, a certified copy of which  
8 is recorded in Book 49201, page 399, of Official Records, in the office of said  
9 Recorder; thence along said southeasterly line N. 39° 18' 36" E. 120.00 feet;  
10 thence S. 19° 39' 25" W. 74.33 feet; thence S. 39° 18' 36" W. 40.69 feet to  
11 said southwesterly curved line; thence along said southwesterly curved line  
12 northwesterly 25.61 feet to the point of beginning.

13 The area of the above described parcel of land is 1,883 square feet, more  
14 or less.

HAROLD W. KENNEDY, COUNTY CLERK  
440 HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012

15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

FEB 18 1969

DATED: \_\_\_\_\_

HARRY

*[Signature]*  
Judge of the Superior Court  
Pro Tempore

IAC: jlb  
2/15/69

THE DOCUMENT TO WHICH THIS CERTIFICATE IS AT-  
TACHED IS A FULL TRUE AND CORRECT COPY OF THE  
ORIGINAL ON FILE AND OF RECORD IN MY OFFICE  
SAME HAVING BEEN FILED *Feb 18 1969*  
AND ENTERED *Feb 20 1969*  
JUDGMENT BOOK *312* PAGE *154*  
ATTEST *[Signature]* 19 *69*  
WILLIAM U. SCOTT County Clerk and Clerk of the Superior  
Court of the State of California, in and  
for the County of Los Angeles.  
BY *[Signature]* DEPUTY

THIS CERTIFIED COPY IS GIVEN FREE OF CHARGE  
PURSUANT TO LAW SOLELY UPON THE CONDI-  
TION THAT IT IS TO BE USED FOR OFFICIAL  
BUSINESS AND OR TO DETERMINE ELIGIBILITY FOR  
VETERANS BENEFITS.

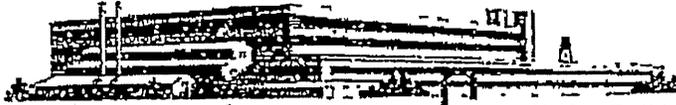
**EXCEPTION**

**NUMBER**

**8**

3729

8



# CITY OF INDUSTRY

P. O. BOX 3366 - CITY OF INDUSTRY, CALIFORNIA - ADMINISTRATIVE OFFICES - 100 SO. HACIENDA BLVD.

TEL. 333-2211

SEP 17 1971

RECORDED IN OFFICIAL RECORDS  
OF LOS ANGELES COUNTY, CALIF.

FREE 9

1 Min. Past 2 P.M. SEP 17 1971

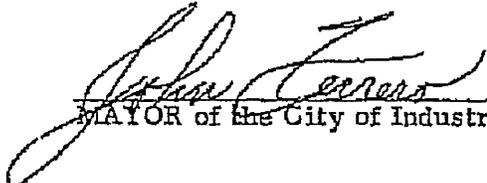
Registrar-recorder

September 7, 1971

"NOTICE OF PROCEEDINGS HAVING BEEN INSTITUTED  
UNDER THE CALIFORNIA COMMUNITY REDEVELOPMENT  
LAW"

On July 29, 1971, the City Council of the City of Industry adopted Ordinance No. 316 entitled "AN ORDINANCE OF THE CITY OF INDUSTRY APPROVING AND ADOPTING THE REDEVELOPMENT PLAN FOR THE CIVIC-RECREATIONAL-INDUSTRIAL REDEVELOPMENT PROJECT NO. 1."

Said Ordinance instituted proceedings for the redevelopment of the land included within the following legally described boundaries pursuant to the Community Redevelopment Law of the State of California.

  
MAYOR of the City of Industry

ATTEST:

  
CITY CLERK of the City of Industry

3729

CITY OF INDUSTRY

ORDINANCE NO. 316

AN ORDINANCE OF THE CITY OF INDUSTRY  
APPROVING AND ADOPTING THE REDEVELOP-  
MENT PLAN FOR THE CIVIC-RECREATIONAL-  
INDUSTRIAL REDEVELOPMENT PROJECT NO. 1

WHEREAS, the Industry Urban-Development Agency, City of Industry, California, hereinafter referred to as the "Agency" has formulated and prepared and approved the proposed Redevelopment Plan for the Civic-Recreational-Industrial Redevelopment Project No. 1 and has recommended that this City Council approve said Redevelopment Plan, and

WHEREAS, the Planning Commission of the City of Industry has submitted its report and recommendation, recommending approval of said proposed Redevelopment Plan, and

WHEREAS, the Agency has adopted rules for owner participation in the Project area, and

WHEREAS, the Agency submitted to the City Council said Redevelopment Plan, and

WHEREAS, after due notice, a full and fair Joint Public Hearing has been held by the Agency and this City Council; and this Council has received and heard all supporting written and oral testimony and all written and oral objections and this City Council is fully advised in the premises; and

WHEREAS, all action required by law has been taken by all appropriate public agencies;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY DOES ORDAIN AS FOLLOWS:

SECTION 1. The purposes and intent of the City Council with respect to the Project area are to;

1. Eliminate the conditions of blight existing in the Project area;
2. Insure, as far as possible, that the causes of blighting conditions will be either eliminated or protected against;

3729

3. Provide participation for owners and business tenants in the Project area;
4. Encourage and insure the rehabilitation, rebuilding, and development of the Project area;
5. Encourage and foster the economic revitalization of the Project area;
6. Redevelop and rebuild the public facilities in the Project area to provide safer and more efficient public services.

SECTION 2. The Redevelopment Plan for the Civic-Recreational-Industrial Redevelopment Project No. 1 is hereby incorporated herein by reference and made a part hereof as fully as if set out at length herein.

SECTION 3. The Redevelopment Plan for the Civic-Recreational-Industrial Redevelopment Project No. 1 (incorporated by Section 2, above) is approved and adopted hereby and designated the Official Redevelopment Plan for the Civic-Recreational-Industrial Redevelopment Project No. 1.

SECTION 4. The City Council hereby finds and determines that:

1. The project area is a blighted area, the redevelopment of which is necessary to effectuate the public purposes declared in the Community Redevelopment Law of the State of California;
2. The Redevelopment Plan for the Civic-Recreational-Industrial Redevelopment Project No. 1 will redevelop the Project area in conformity with the Community Redevelopment Law of the State of California and in the interest of the public peace, health, safety and welfare;
3. The adoption and carrying out of the Redevelopment Plan for the Civic-Recreational-Industrial Redevelopment Project No. 1 is economically sound and feasible;
4. The Redevelopment Plan for the Civic-Recreational-Industrial Redevelopment Project No. 1 conforms to the General Plan of the City of Industry;
5. The carrying out of the Redevelopment Plan for the Civic-Recreational-Industrial Redevelopment Project No. 1 will promote the public peace, health, safety and

3729

welfare of the City of Industry and will effectuate the purposes and policies of the Community Redevelopment Law of the State of California;

6. The condemnation of real property, as provided for in the Redevelopment Plan for the Project area, is necessary to the execution of the Redevelopment Plan and adequate provisions have been made for payment for property to be acquired as provided by Law;

7. The Agency has a feasible method and plan for the relocation of families and persons to be displaced from housing facilities in the Project area;

8. There are, or are being provided, in the Project area or in other areas not generally less desirable in regard to public utilities and public and commercial facilities and at rents or prices within the financial means of the families and persons displaced for the Project area, decent, safe, and sanitary dwellings equal in number to the number of and available to such displaced families and persons and reasonably accessible to their places of employment;

9. The Redevelopment Plan for the Project area will afford a maximum opportunity consistent with the sound needs of the locality as a whole for the redevelopment of such area by private enterprise.

SECTION 5. The City Council is satisfied permanent housing facilities will be available within three years from the time occupants of the Project area are displaced and that pending the development of such facilities there will be available to such displaced occupants adequate temporary housing facilities at rents comparable to those in the City of Industry at the time of their displacement.

SECTION 6. A full and fair hearing having been held as stated in the recitals herein, and this City Council being fully advised in the premises, all written and oral objections to the Redevelopment Plan are hereby overruled.

SECTION 7. In order to implement and facilitate the effectuation of the Redevelopment Plan hereby approved and adopted, certain official action must be taken by the City, and this City Council hereby declares its intention to undertake and complete any proceedings necessary to be carried out by the City under the provisions of the Redevelopment Plan,

3729

SEP 17 1971

including, without limitation, changes in zoning, the location and relocation of public facilities, and other similar public action, and in pursuance thereof, and without limitation, the City Council hereby;

(a) Pledges its cooperation in helping to carry out such Redevelopment Plan;

(b) Directs the various officials, departments, boards and agencies of the City of Industry having administrative responsibilities in the premises likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with said Redevelopment Plan; and

(c) Agrees that any agreements, deeds or leases submitted by the Agency to the City Council for its approval or disapproval will be deemed approved if not acted upon within thirty (30) days after submission to the City Council.

SECTION 8. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency and the Agency is hereby vested with the responsibility for carrying out the Redevelopment Plan for the Civic-Recreational-Industrial Redevelopment Project No. 1.

SECTION 9. The City Clerk is hereby directed to record with the County Recorder of Los Angeles County a description of the land within the Project area and a statement that proceedings for the redevelopment of the Project area have been instituted under the California Community Redevelopment Law. Additional recordation of documents may be effected pursuant to Section 27295 of the Government Code.

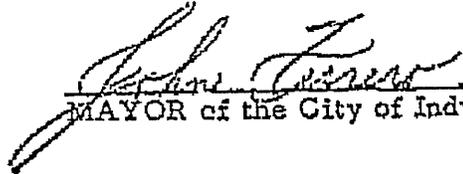
SECTION 10. The City Manager of the City of Industry is hereby directed, for a period of two years after the effective date of this ordinance, to advise all applicants for building permits within the Project area that the site for which a building permit is sought for the construction of buildings or for other improvements is within a redevelopment project area.

SECTION 11. The City Clerk is directed to transmit a copy of the description and statement recorded by the Clerk pursuant to Section 9 of this ordinance, on or before January 1st next, a copy of this ordinance and a map or plat indicating the boundaries of the Project area to the Auditor and Tax Assessor of Los Angeles County, to the governing body of each of the taxing agencies which levies taxes upon any property in the Project area, and to the State Board of Equalization.

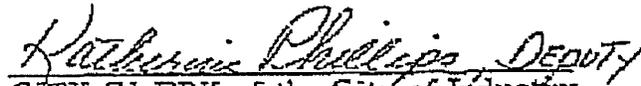
3729

SECTION 12. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published once in the Los Angeles Daily Journal.

PASSED, APPROVED and ADOPTED this 29th day of July 1971.

  
MAYOR of the City of Industry

ATTEST:

  
CITY CLERK of the City of Industry

SEP 17 1971

3729

I HEREBY CERTIFY that the foregoing Ordinance No. 316 was duly passed and adopted by the City Council of the City of Industry at its meeting held on the 29th day of July, 1971, by the following vote, to wit:

AYES: Mayor John Ferraro  
Councilmen Charles Rowland, Darius Johnson,  
and Samuel Parriott.

NOES: None

ABSENT: Councilman Filbert Rowland

*Katherine Phillips, Deputy*  
CITY CLERK

SEP 17 1971

3729

SEP 17 1971

The legal description of the boundaries of the area designated in the proposed Redevelopment Plan for the Civic-Recreational-Industrial Redevelopment Project No. 1 are as follows:

"The boundaries of the Project Area are illustrated on the Map. The legal description of the boundaries of the Project Area is as follows:

That certain parcel of land in the City of Industry, County of Los Angeles, State of California, described as follows:

Beginning at the intersection of the southwesterly prolongation of the northwesterly line of Seventh Avenue, 60 feet wide, shown on Map of Tract No. 3049, in the City of Industry, County of Los Angeles, State of California, recorded in book 29, page 41 of Maps in the Office of the Recorder of said County, with the centerline of Clark Avenue 60 feet wide, as shown on said Map; said intersection being a point in the southerly boundary of said City of Industry as same existed on April 10, 1971; thence northeasterly along said northwesterly line of Seventh Avenue and the prolongations thereof, to the northerly line of Salt Lake Avenue, 40 feet wide, shown on Map of Tract No. 1343, recorded in book 20, pages 10 and 11 of said Maps; thence easterly along said northeasterly line of Salt Lake Avenue to the northwesterly line of Seventh Avenue as shown on said last Map; thence northeasterly along said northwesterly line of Seventh Avenue as shown on said Map of Tract No. 1343, and the prolongations thereof, to the centerline of Proctor Avenue 60 feet wide as shown on said Map of Tract No. 1343; thence southeasterly thereon to an intersection with the centerline of said Seventh Avenue; said last intersection being an angle point in said boundary of the City of Industry; thence southeasterly, northeasterly and northwesterly along the various courses and distances comprising said boundary to the northwesterly line of Sunset Avenue, 60 feet wide, shown on Map of Tract No. 606, recorded in book 15, pages 142 and 143 of said Maps; thence northeasterly along said northwesterly line of Sunset Avenue, and the prolongation thereof, to an intersection with the centerline of Nelson Avenue, as shown on said last Map, said intersection being a point in the northerly boundary of said City of Industry, as same existed on April 10, 1971; thence easterly, northerly, westerly and easterly along the various courses and distances comprising said

3729

SEP 17 1971

northerly boundary, to an angle point therein; said last angle point being a point of intersection with the easterly prolongation of the southerly line of Temple Avenue, 82 feet wide, shown on Map of Tract No. 15340, recorded in book 517, pages 19 through 21 of said Maps, with the easterly line of the parcel of land designated as the "Maddalena Ferrero Faure, 7.968 Acres" on Map filed in book 27, page 8, Record of Surveys, in the Office of Said Recorder; thence easterly in a direct line to the southwesterly corner of Lot 3, Tract No. 3163, shown on Map recorded in book 32, pages 74 and 75 of said Maps; said corner being an angle point in said northerly boundary of the City of Industry; thence easterly, southerly along the various courses and distances comprising said boundary, to a point of intersection with the easterly line of Sentous Street, formerly Center Street, 60 feet wide, shown on Map of Tract No. 7304, recorded in book 78, page 68, of said Maps, with the southerly line of the Southern Pacific Railroad right-of-way, 60 feet wide, as shown on said last Map; thence southerly along said easterly line of Sentous Street, and the prolongation thereof, to the southerly line of the San Pedro Los Angeles and Salt Lake Railroad right-of-way, 100 feet wide, as shown on a Map of the Forester and Rowland Tract, recorded in book 17, page 165 of said Maps; thence westerly along said last southerly right-of-way to an intersection with the southerly prolongation of the westerly line of Lot 175 of the Forester and Rowland Tract, shown on Map recorded in book 20, pages 14 and 15 of said Maps; said last intersection being an angle point in the southerly boundary of said City of Industry as same existed April 10, 1971; thence northerly, and westerly along the various courses and distances comprising said southerly boundary, to the point of beginning."

3729

NOV 18 1971

8

When recorded, return to:  
James Warren Beebe, A Law Corporation  
611 West 6th Street, Suite 2190  
Los Angeles, California 90017 3571



# CITY OF INDUSTRY

P.O. BOX 8866 • CITY OF INDUSTRY, CALIFORNIA • ADMINISTRATIVE OFFICES • 100 SO. HACIENDA BLVD.  
TEL. 332-8211

FREE 30

November 15, 1971

Mr. James S. Allison, Recorder  
County of Los Angeles  
227 North Broadway Street  
Los Angeles, California 90012

and

Mr. Mark H. Bloodgood  
Auditor-Controller  
County of Los Angeles  
500 West Temple Street  
Los Angeles, California 90012

Dear Mr. Bloodgood:

Pursuant to Health & Safety Code Section 33373,  
there is hereby recorded with you the description of land  
(attached hereto as Exhibit "A") within the project area  
of the Civic-Recreational-Industrial Redevelopment Project  
No. 1 of the Industry Urban-Development Agency, City of  
Industry, California.

Proceedings for the redevelopment of the above  
described project area have been instituted under the  
Community Redevelopment Law (Health & Safety Code Sections  
30000, et seq).

Very truly yours,

Elvira Ward  
City Clerk of the City of Industry

By *Katherine Phillip*  
Katherine Phillip  
Deputy

RECORDED IN OFFICIAL RECORDS  
OF LOS ANGELES COUNTY, CALIF.  
2:11 PM NOV 18 1971  
Registrar-Recorder

NOV 18 1971

3571

NOV 18 1971

III. PROJECT AREA BOUNDARIES

The boundaries of the Project Area are illustrated on the Map. The legal description of the boundaries of the Project Area is as follows:

That certain parcel of land in the City of Industry, County of Los Angeles, State of California, described as follows:

Beginning at the intersection of the southwesterly prolongation of the northwesterly line of Seventh Avenue, 50 feet wide, shown on Map of Tract No. 3049, in the City of Industry, County of Los Angeles, State of California, recorded in book 29, page 41 of Maps in the Office of the Recorder of said County, with the centerline of Clark Avenue 60 feet wide, as shown on said Map; said intersection being a point in the southerly boundary of said City of Industry as same existed on April 10, 1971; thence northeasterly along said northwesterly line of Seventh Avenue and the prolongations thereof, to the northerly line of Salt Lake Avenue, 40 feet wide, shown on Map of Tract No. 1343, recorded in book 20, pages 10 and 11 of said Maps; thence easterly along said northeasterly line of Salt Lake Avenue to the northwesterly line of Seventh Avenue as shown on said last Map; thence northeasterly along said northwesterly line of Seventh Avenue as shown on said Map of Tract No. 1343, and the prolongations thereof, to the centerline of Proctor Avenue 60 feet wide as shown on said Map of Tract No. 1343; thence southeasterly thereon to an intersection with the centerline of said Seventh Avenue; said last intersection being an angle point in said boundary of the City of Industry; thence southeasterly, northeasterly and northwesterly along the various courses and distances comprising said boundary to the northwesterly line of Sunset Avenue, 60 feet wide, shown on Map of Tract No. 606, recorded in book 15, pages 142 and 143 of said Maps; thence northeasterly along said northwesterly line of Sunset Avenue, and the prolongation thereof, to an intersection with the centerline of Nelson Avenue, as shown on said last Map, said intersection being a point in the northerly boundary of said City of Industry, as same existed on April 10, 1971; thence easterly, northerly, westerly and easterly along the various courses and distances comprising said northerly boundary, to an angle

-4-  
Exhibit A

NOV 18 1971

point therein; said last angle point being a point of intersection with the easterly prolongation of the southerly line of Temple Avenue, 82 feet wide, shown on Map of Tract No. 15340, recorded in book 517, pages 19 through 21 of said Maps, with the easterly line of the parcel of land designated as the "Laddalena Ferrero Faure 7.968 Acres" on Map filed in book 27, page 8, Record of Surveys, in the Office of Said Recorder; thence easterly in a direct line to the southwesterly corner of Lot 3, Tract No. 3153, shown on Map recorded in book 32, pages 74 and 75 of said Maps; said corner being an angle point in said northerly boundary of the City of Industry; thence easterly, southerly along the various courses and distances comprising said boundary, to a point of intersection with the easterly line of Santous Street, formerly Center Street, 60 feet wide, shown on Map of Tract No. 7304, recorded in book 78, page 68, of said Maps, with the southerly line of the Southern Pacific Railroad Right-of-Way, 60 feet wide, as shown on said last Map; thence southerly along said easterly line of Santous Street, and the prolongation thereof, to the southerly line of the San Pedro Los Angeles and Salt Lake Railroad Right-of-Way, 100 feet wide, as shown on a Map of the Forester and Rowland Tract, recorded in book 17, page 165 of said Maps; thence westerly along said last southerly Right-of-Way to an intersection with the southerly prolongation of the westerly line of Lot 175 of the Forester and Rowland Tract, shown on Map recorded in book 20, pages 14 and 15 of said Maps; said last intersection being an angle point in the southerly boundary of said City of Industry as same existed April 10, 1971; thence northerly, and westerly along the various courses and distances comprising said southerly boundary, to the point of beginning.

NOV 18 1971

1573

**EXCEPTION**

**NUMBER**

**9**

9

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON COMPANY

81-1230523

RECORDED IN OFFICIAL RECORDS  
RECORDER'S OFFICE  
LOS ANGELES COUNTY  
CALIFORNIA  
31 MIN. PAST 10 A.M. DEC 15 1981

FEE  
\$2.  
L

WHEN RECORDED MAIL TO  
SOUTHERN CALIFORNIA EDISON COMPANY  
P. O. Box 410  
LONG BEACH, CA. 90801  
Attention: R/W & Land Dept.  
DISTRIBUTION

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT (CORPORATION)  
CITY OF INDUSTRY

APPROPRIATE TO THE INTERESTS OF THE PARTIES (no consideration)  
*Whop*  
STATE OF CALIF. MEMBER NO. \_\_\_\_\_  
SIGNATURE OF NOTARY OR AGENCY DETERMINING TAX. FIRM NAME

EDNA, INC., a California corporation

A corporation (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of Los Angeles, State of California, described as follows:

DISTRICT  
COVINA  
6526  
2216  
E-2160  
53-90  
APPROVED  
BY  
DATE  
12/4/81

A strip of land 10 feet in width lying within Lot 444 of Tract No. 606, as per map recorded in Book 15, pages 142 and 143 of Maps, in the Office of the Recorder of said County; the centerline of said strip is described as follows:

Beginning at a point on the southwesterly line of Nelson Avenue, as now established, distant 145 feet northwesterly thereon from the southeasterly line of said Lot 444; thence South 41°30' West 35 feet.

The Grantee, by the acceptance of this instrument, agrees that in the event the electric service for which said systems are constructed is ordered discontinued, and the Grantee is not required by any law, rule or regulation of any governmental authority to furnish electric service or electric energy from said systems, Grantee will, at its election, remove or abandon in place, in whole or in part, said systems within 90 days after the receipt from the Grantor(s) of a notice in writing of the discontinuance of service and requesting removal and/or abandonment of said systems, and subsequent to such removal and/or abandonment shall quitclaim all rights acquired under this Grant of Easement.

The Grantor agrees for itself, its successors and assigns not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor(s), the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this 4th day of December, 1981

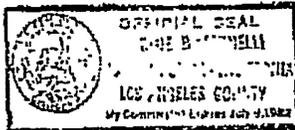
EDNA, INC., a California corporation

By *[Signature]* President  
By \_\_\_\_\_ Secretary

STATE OF CALIFORNIA, )  
COUNTY OF Los Angeles ) ss.

On Dec 4, 1981 before me, a Notary Public in and for said State, personally appeared Joseph Dooley, known to me to be THE President and General Manager of EDNA, INC., the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the said corporation, and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its board of directors. WITNESS my hand and official seal.

*[Signature]*  
Dixie B. Fornell



**EXCEPTION**

**NUMBER**

**10**

Southern California Edison Company

WHEN RECORDED MAIL TO

Southern California Edison Company

REAL PROPERTIES AND ADMINISTRATIVE SERVICES P. O. BOX 2217 FULLERTON, CALIFORNIA 92633

RECORDED IN OFFICIAL RECORDS RECORDER'S OFFICE LOS ANGELES COUNTY, CALIFORNIA 21 MIN. 9 A.M. SEP 15 1988

88-1483363

FEE \$7 8

2

10

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RW202 REV 5/84 5794d GRANT OF EASEMENT CITY OF INDUSTRY (Corporation)

DISTRICT	BOOK NUMBER	IDENTITY	MAP SHEET
COVINA	6626-2558	8-2540	53-90
PIN 123-4291/APH 8208-11-16		APPROVED BY Real Properties and Administrative Services JOB:smep	DATE 8/24/88

EDNA, INC., a California corporation (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time, underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of LOS ANGELES, State of California, described as follows:

SEE THE ATTACHED EXHIBIT FOR LEGAL DESCRIPTION

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across and along the Grantors' property.

The Grantor agrees for itself, its successors and assigns not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor(s), the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXEMPT FROM RECORDATION UNDER SECTION 5402.5, CALIFORNIA CIVIL CODE. SO. CALIF. EDISON CO.

EXECUTED this 1 day of September, 19 88

EDNA, INC., a California corporation

By Edna Taylor Dooley President

By Edna Taylor Dooley Secretary

STATE OF CALIFORNIA ) COUNTY OF LOS ANGELES ) ss.

On 1 day of September, 1988, before me, a Notary Public in and for said State, personally appeared EDNA TAYLOR DOOLEY, known to me (or proved to me on the basis of satisfactory evidence) to be the President, and EDNA TAYLOR DOOLEY, known to me (or proved to me on the basis of satisfactory evidence) to be the Secretary, of EDNA, INC., the corporation that executed the within instrument, and known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument on behalf of the said corporation, and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

[Handwritten signature]



Exhibit "A"

Grant of Easement  
Work Order No. 6626-2558; 8-2540  
Page 2

A strip of land 10 feet wide, lying within that portion of Lot 444 of Tract No. 606, as per map recorded in Book 15, pages 142 and 143 of Maps, in the Office of the County Recorder of said County, lying southeasterly of the southeasterly boundary of that certain parcel of land as conveyed to the County of Los Angeles for flood control purposes by Deed recorded in Book 41873, page 327, of Official Records of said County, being more particularly described as follows:

BEGINNING at the most southerly corner of said Lot 444, said corner being in the arc of a curve forming the northeasterly side line of the Southern Pacific Railroad Company's right of way (100.00 feet wide) as shown on said map; thence along the southeasterly boundary of said Lot, North  $41^{\circ}13'14''$  East 854.18 feet to the most easterly corner of said Lot, said corner being in the southwesterly side line of Nelson Avenue (60.00 feet wide) as shown on said map; thence along said side and along the northeasterly boundary of said Lot, North  $48^{\circ}45'41''$  West 394.32 feet, more or less, to the intersection of the aforementioned southeasterly boundary of the County Flood Control parcel of land with the northeasterly boundary of said Lot 444; thence along said southeasterly boundary of the County Flood Control parcel of land South  $62^{\circ}06'19''$  West 476.94 feet to the beginning of a tangent curve therein concave southeasterly and having a radius of 960.00 feet; thence along said curve, through a central angle of  $14^{\circ}31'04''$ , an arc length of 243.25 feet; thence South  $39^{\circ}18'36''$  West 167.26 feet to the intersection of the southeasterly boundary of the County Flood Control parcel of land with the aforementioned northeasterly side line of the Southern Pacific Railroad Company's right of way (100.00 feet wide) as shown on said map; thence southeasterly along said railroad right of way, along the arc of a curve forming said side line, a distance of 606.02 feet, more or less, to the Point of Beginning.

EXCEPT THEREFROM that portion of said land, described as follows:

BEGINNING at the intersection of the southwesterly curved line of said Lot 444, with the southeasterly line of the land described as Parcel 12 in a final judgment had in Superior Court Case No. 614431, a certified copy of which is recorded in Book 49201, page 399 of Official Records, in the Office of said Recorder; thence along said southeasterly line of the land described as Parcel 12, North  $39^{\circ}18'36''$  East 110.00 feet; thence South  $19^{\circ}39'25''$  West 74.33 feet; thence South  $39^{\circ}18'36''$  West 40.69 feet to said southwesterly curved line; thence along southwesterly curved line northwesterly 25.01 feet to the Point of Beginning.

The centerline of said 10 feet wide strip being described as follows:

COMMENCING at the westerly corner of said land; thence southeasterly along the northeasterly edge of said Southern Pacific Railroad right of way, 108 feet to the TRUE POINT OF BEGINNING; thence North  $41^{\circ}13'14''$  East, 30 feet; thence North  $86^{\circ}13'14''$  East, 124 feet; thence North  $41^{\circ}13'14''$  East, 332 feet

ALSO, a strip of land 20 feet wide, lying within said land, the centerline of said strip being described as follows:

BEGINNING at the above described Point "A"; thence North  $41^{\circ}13'14''$  East, 20 feet.

6794d-2:mep

88-1483363

**EXCEPTION**

**NUMBER**

**11**

88 1570748

RECORDED BY AND WHEN  
RECORDED MAIL TO:

EDNA INC.  
P.O. BOX 3922  
Industry, Ca. 91744

RECORDED IN OFFICIAL RECORDS  
RECORDER'S OFFICE  
LOS ANGELES COUNTY  
CALIFORNIA  
1 MIN. 11 A.M. SEP 29 1988  
PAST.

FEE \$13 C  
5

SPACE ABOVE FOR RECORDER'S USE

COVENANT AND AGREEMENT  
TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certifies that it is the owner of the hereinafter legally described real property ("PROPERTY") located in the City of Industry ("City"), County of Los Angeles, State of California:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

This covenant and Agreement is executed for the purpose of enabling the undersigned to record a Parcel Map whereby the Property will be divided into (2) parcels.

Attached hereto as Exhibit "B" is a sketch which generally depicts the property. There are buildings ("Building 1" and "Building 1-A") which overlap the boundary of the parcels to be created by the proposed Parcel Map. The boundary line contemplated by the proposed Parcel Map is depicted on Exhibit "B".

The undersigned does hereby covenant and agree with the City that the Property shall be held as one parcel, and no parcel shall be held separately until such time as one of the following has occurred:

1. The portion of Building 1 on Parcel 2 and Building 1-A on Parcel 2 (as depicted in Exhibit "B") have been demolished pursuant to a validly issued demolition permit, and fire walls constructed at the property line for the remaining portions of the buildings.
2. Arrangements satisfactory to the City have been made to demolish the portion of Building 1 located on Parcel 2, and building 1-A on Parcel 2, and to construct fire walls at the property line for the remaining portions of the buildings.
3. A fire wall has been constructed for the portion of Building 1 located on Parcel 2 and Building 1-A on Parcel 1 in accordance with all of the requirements of the City.

Dated this 28<sup>th</sup> day of September, 1988

EDNA INC.

by Chris J. Dooley

EDNA T. DOOLEY

*President - Secretary*

CORPORATE ACKNOWLEDGMENT

NO. 803

State of California  
County of Los Angeles } ss.

88-1570748



On this the 28 day of September, 1988, before me,  
Mardell Gow  
the undersigned Notary Public, personally appeared

Edna T. Dooley

personally known to me  
 proved to me on the basis of satisfactory evidence  
to be the person(s) who executed the within instrument as  
President/Secretary or on behalf of the corporation therein  
named, and acknowledged to me that the corporation executed it.  
WITNESS my hand and official seal.

Mardell Gow  
Notary's Signature

NATIONAL NOTARY ASSOCIATION • 2301 Wilshire Blvd. • P.O. Box 4125 • Woodland Hills, CA 91367

EXHIBIT "A"

1907

PROPERTY TAX FOR FISCAL YEAR JULY 1, 1987 TO JUNE 30, 1988

SANDRA R. TRACEY, TREASURER AND TAX COLLECTOR  
825 N. HILL ST. LOS ANGELES, CA. 90012

OWNER OF RECORD AS OF MARCH 1, 1987  
SAME AS BELOW

8208 D11 D16  
EDNA, INC  
C/O JOSEPH G DOOLEY  
15000 NELSON AVE  
CITY OF INDUSTRY CALIF 91744

27048 27  
TAX COLLECTOR  
LOCALLY ASSESSED  
AT FULL VALUE  
87-08  
384122  
458832

PROPERTY LOCATION AND/OR PROPERTY DESCRIPTION  
15000 NELSON AVE CITY OF IN  
TRACT NO 606 LOT COM AT MOST E COR OF  
LOT 444 TH NW ON NE LINE OF SD LOT TO BE  
COMPLETE DESCRIPTION IN ASSESSOR RECORDS  
LOT 444

MAILING ADDRESS CHANGE FORM  
IF YOUR MAILING ADDRESS IS DIFFERENT FROM THE ABOVE, THE IN THE  
BOXES ON THIS FORM, DETACH AND RETURN WITH YOUR PAYMENT  
8208 D11 D16 EDNA, INC

NAME EDNA, INC

HOUSE NUMBER, STREET NAME AND UNIT NUMBER

CITY STATE ZIP CODE

CURRENT DATE

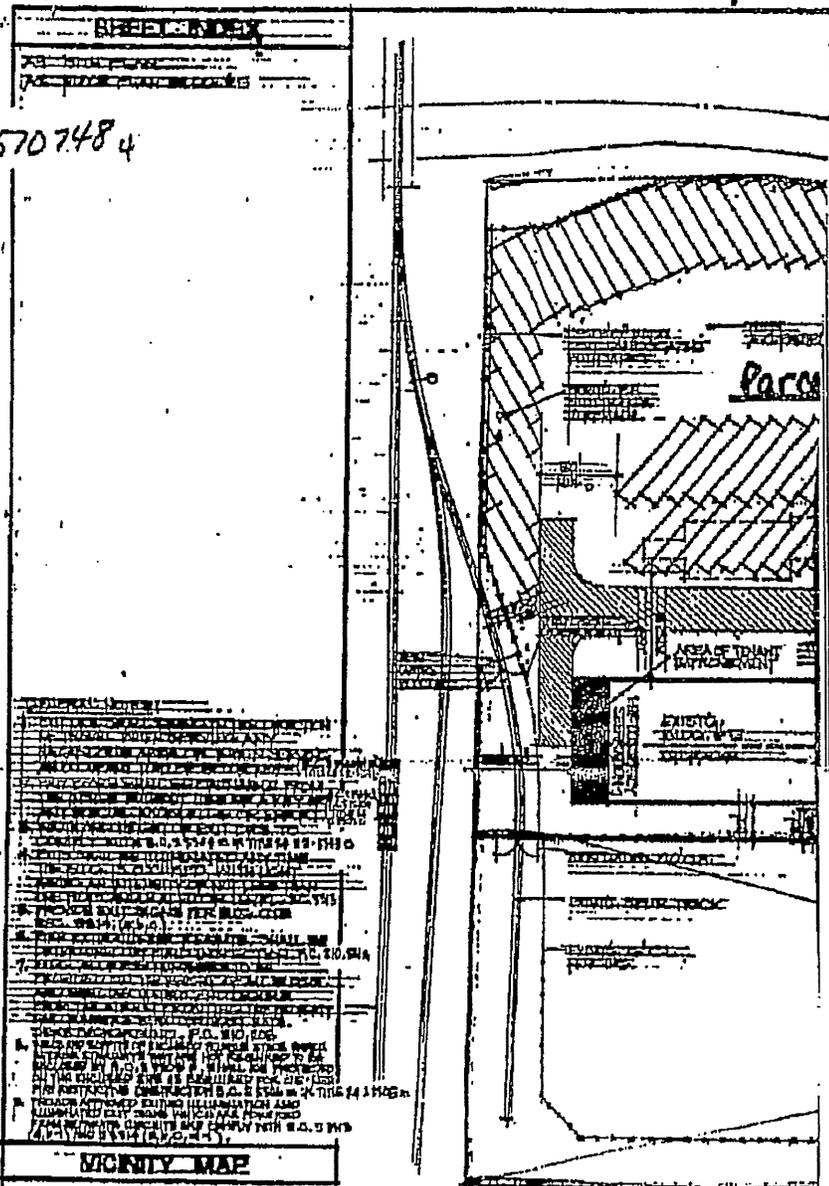
SEE REVERSE SIDE FOR  
IMPORTANT TAXPAYER INFORMATION

Please make checks payable to  
LOS ANGELES

THERE WILL BE A \$16.00 SERVICE CHARGE  
KEEP THIS UPPER PORTION FOR YOUR RECORDS

88-1570748

88-1570748 4

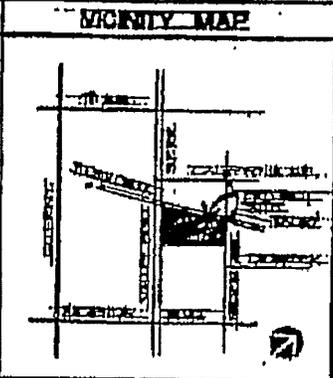


**NOTICE**

THIS PLAN IS THE PROPERTY OF THE CITY OF LOS ANGELES AND IS LOANED TO YOU FOR YOUR INFORMATION ONLY. IT IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE CITY ENGINEER. ANY VIOLATION OF THIS NOTICE IS A VIOLATION OF THE CITY ENGINEERING ACT.

THE CITY ENGINEER HAS REVIEWED THIS PLAN AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE CITY ENGINEERING ACT AND THE CITY ENGINEERING REGULATIONS. HOWEVER, THE CITY ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

THE CITY ENGINEER HAS REVIEWED THIS PLAN AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE CITY ENGINEERING ACT AND THE CITY ENGINEERING REGULATIONS. HOWEVER, THE CITY ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED HEREON.



**AREA JUSTIFICATION:**

EXISTING (EXISTING AREA IS 1000 SQ FT)

NEW (NEW AREA IS 1000 SQ FT)

TOTAL ALLOWABLE = 2000 SQ FT

EXISTING (NOT TO BE CONSTRUCTED)

88-1570748





**EXCEPTION**

**NUMBER**

**12 & 13**

12 & 13

WHEN RECORDED RETURN TO:  
Mr. Robert Levenstein  
Heger Realty Corporation  
5657 East Washington Boulevard  
Los Angeles, California 90040

RECORDED IN OFFICIAL RECORDS  
RECORDER'S OFFICE  
LOS ANGELES COUNTY  
CALIFORNIA  
31 MIN. 11 A.M. JUN 14 1989  
PAST.

89- 957303

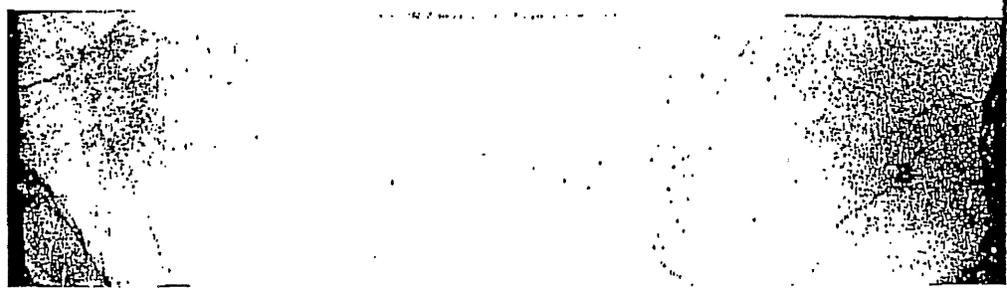
FEE \$ 17.00 L

COMMON WALL AGREEMENT

This Agreement is made by and among TRUST SERVICES OF AMERICA, INC., a California corporation, as Trustee, under its Trust No. 28-5043-00-6 (hereinafter referred to as "T.S.A."), EDNA, INC., a corporation (hereinafter referred to as "EDNA"), LOS ANGELES GREAT DANE, INC., a corporation (hereinafter referred to as "GREAT DANE"), and ALLAN BOSCACCI (hereinafter referred to as "BUYER").

This Agreement is made with reference to, and in reliance upon the following facts and circumstances:

- (A) Parcel Map #253 in the City of Industry, County of Los Angeles, State of California, has been filed in Book 214, Pages 24 and 25 of Parcel Maps showing Parcels 1 and 2.
- (B) Parcels 1 and 2 were formerly owned by EDNA and title is now held with T.S.A.
- (C) Parcel 1 is subject to lease with GREAT DANE as Lessee.
- (D) BUYER has entered into an agreement to purchase Parcel 2 from T.S.A., provided that at the closing Parcel 2 is a separate legal parcel from Parcel 1.
- (E) EDNA recorded a Covenant and Agreement to Hold Property as One Parcel covering Parcels 1 and 2, recorded on September 29, 1988, with the Recorder's Office, Los Angeles County, California, filed as Instrument No. 88-1570748. The aforesaid Covenant and Agreement provides that Parcels 1 and 2 shall be separate parcels pursuant to the recorded Parcel Map #253 automatically when a fire wall has been constructed for the portion of Building 1 located on Parcel 2 and Building 1-A located in Parcel 1 in



accordance with all of the requirements of the City, or under other designated circumstances.

(F) The parties wish to cause the Parcel Map to become effective immediately and Parcel 1 and Parcel 2 to be separate legal parcels, and to eliminate any inconsistent provision in the Covenant and Agreement referred to above, and intend to accomplish these goals for mutual consideration hereby acknowledged in this agreement.

WHEREFORE, the parties agree as follows:

1) The parties agree that one hour fire walls shall be constructed to completion as provided herein on Buildings 1 and 1-A as required by law at the earliest time practicable following the execution of this Agreement. The cost shall be borne as follows:

Great Dane shall bear the cost for the construction of a one hour fire wall on the west side of the common wall in Building 1 on Parcel 1 and the BUYER shall bear the cost of construction of a one hour fire wall on the east side of the common wall in Building 1 on Parcel 2.

The BUYER shall bear the cost of constructing a one hour fire wall on both sides of the common wall in Building 1-A on Parcels 1 and 2.

2) The parties agree that the owner of the property on whose property a fire wall has been constructed shall maintain such wall in compliance with City requirements, and the parties agree to cooperate to the extent necessary in order for each owner to carry out its responsibilities hereunder.

3) The owner of Parcel 1 or Parcel 2 may terminate this common wall agreement at any time by giving the owners of the other parcel a written notice, with a copy of such notice to the Building Department of the City of Industry, which notice shall be sent by registered mail duly addressed to the last known location of the addressee at least thirty (30) days prior to the effective date of the termination. The party electing to terminate shall bear the cost of demolition and each party shall bear its own cost of building a suitable wall on its property complying with all City requirements, including fire wall obligations.

4) Any provision in the Covenant and Agreement referred to above which is inconsistent with the terms of this Agreement shall be null and void.

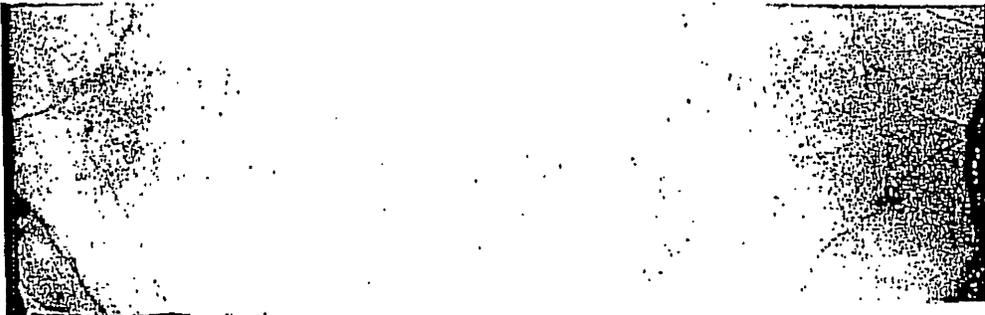
5) GREAT DANE agrees to allow the owner of Parcels 1 and 2 to enter upon Parcel 1 during regular business hours for the purpose of carrying out the terms of this Agreement. Nothing herein shall be construed to revise, alter, or revoke any existing agreement between GREAT DANE and the owner of Parcel 1.

6) Each party hereto agrees to indemnify, defend, and hold harmless all other parties by reason of any liability, loss, or expense arising by reason of the work to be performed by the indemnifying party hereunder on Parcel 1 or 2 or by reason of such party's breach of the terms of this Agreement.

7) This Agreement shall inure to and be binding upon the parties, their transferees, successors, and assigns.

89- 957303

-3-



IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth opposite each party's name.

TRUST SERVICES OF AMERICA, INC.,  
a California Corporation, as  
Trustee under its Trust No.  
28-5043-00-6

DATED: 6/5/89

BY: Tina K. Edwards  
Vice President

EDNA, INC., a Corporation

DATED: 6/5/89

BY: Clara H. Harty, President

LOS ANGELES GREAT DANE, INC., a  
Corporation

DATED: 6/6/89

BY: Beard Lardner

DATED: 6/7/89

BY: Allan Boscacci  
ALLAN BOSCACCI

State

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES ss.

On June 7, 1989 before me,  
the undersigned, a Notary Public in and for said County and  
State, personally appeared ALLAN BOSCACCI

\_\_\_\_\_ personally known to me  
(or proved to me on the basis of satisfactory evidence) to be the  
person whose name is subscribed to the within  
instrument and acknowledged that he executed the  
same.

Signature

Allan Boscacci

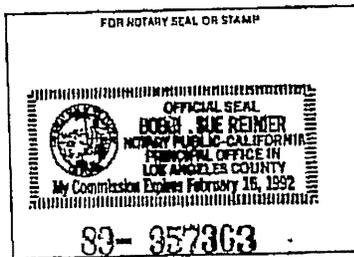
ACK Individual

State

INC030

-4-

**itc**  
INVESTORS TITLE COMPANY



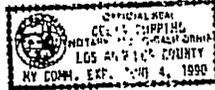
89-357303

89-357303

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } SS.

On June 9, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Edna Dooley, known to me to be the President of the corporation that executed the within Instrument, 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 therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



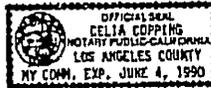
Signature Celia Copping  
CELIA COPPING  
Name (Typed or printed)

Notary Public in and for said County and State

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } SS.

On June 9, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lisa K. Edwards, known to me to be the Vice President of the corporation that executed the within Instrument, 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 therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Signature Celia Copping  
CELIA COPPING  
Name (Typed or printed)

Notary Public in and for said County and State

83- 957303



STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

On June 6, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Brent Cardwell, known to me to be the President of the corporation that executed the within Instrument, 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 within Instrument pursuant to its by-laws or a resolution of its board of directors.

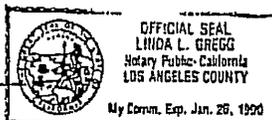
WITNESS my hand and official seal.

Signature

*Linda L. Gregg*

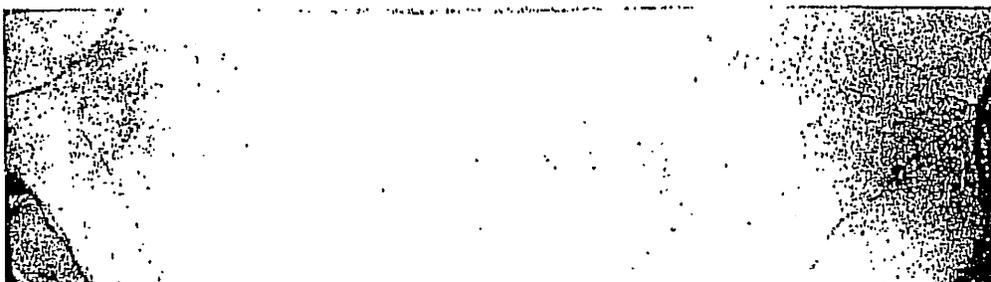
Linda L. Gregg

Name (Printed)



NOTARY PUBLIC in and for said County and State.

89- 957303



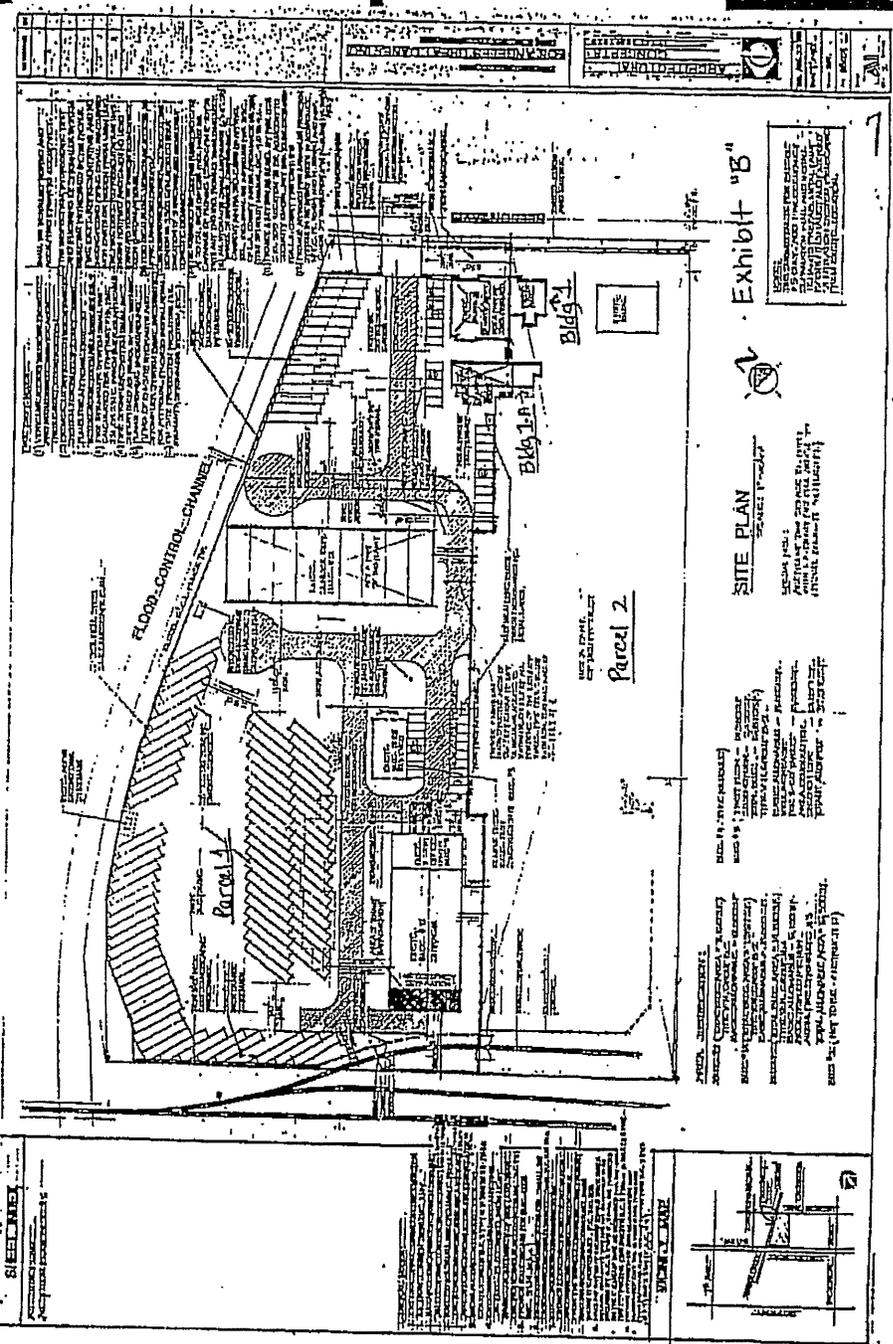


Exhibit A

**EXCEPTION**

**NUMBER**

**13 & 14**

13414

89 999322

CHICAGO TITLE INSURANCE CO.

RECORDING REQUESTER: DE CO.  
AND RECORD RECORDED RETURN TO:

MELVYN I. MARK, ESQ.  
TITCHELL, MALTZMAN, MARK,  
BASS, OHLEYER & MISHEL  
650 California Street, Suite 2900  
San Francisco, CA 94108

AGREEMENT FOR  
AND  
GRANT OF EASEMENT

This Agreement for and Grant of Easement is made by and among TRUST SERVICES OF AMERICA, INC., a California corporation, as Trustee For The Dooley Family Trust ("Grantor"), LOS ANGELES GREAT DANE, INC., a corporation ("Great Dane"), and ALLAN BOSCACCI, PATRICIA BOSCACCI, RITA BOSCACCI, GEORGE MEYER, and PHYLLIS MEYER ("Grantees").

WHEREAS, Grantor is the owner of that certain real property described as Parcel 1 of Parcel Map #253, as shown on the map filed in Book 214, Pages 24 and 25, of Parcel Maps, in the Office of the Recorder of the City of Industry, County of Los Angeles, State of California (the "Servient Tenement");

WHEREAS, the Servient Tenement is subject to a lease between Great Dane, as lessee, and Grantor, as lessor;

WHEREAS, Grantees, as buyer, and Grantor, as seller, entered into a certain purchase and sale agreement by which Grantees agreed to purchase from Grantor and Grantor agreed to sell to Grantees that certain real property described as Parcel 2 of Parcel Map #253, as shown on the map filed in Book 214, Pages 24 and 25, of Parcel Maps, in the Office of the Recorder of the City of Industry, County of Los Angeles, State of California (the "Dominant Tenement");

WHEREAS, Grantees desire to obtain from Grantor and Great Dane, and Grantor and Great Dane desire to convey to Grantees, certain rights in the Servient Tenement;

NOW, THEREFORE, it is agreed as follows:

1. Grant of Easement. For the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which by Grantor and Great Dane is hereby acknowledged, Grantor and Great Dane hereby grant to Grantees an easement as hereinafter described.

2. Character of Easement. The easement granted herein is appurtenant to the Dominant Tenement.

89W057-13

M.P.



IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the 10th day of June, 1989.

GRANTOR

TRUST SERVICES OF AMERICA, INC., a California corporation, as Trustee For The Dooley Family Trust

BY: *Malcolm King*

GREAT DANE

LOS ANGELES GREAT DANE, INC., a corporation

BY: *Brent Caldwell*

GRANTEES

*Allan Boscacci*  
ALLAN BOSCACCI  
By George Meyer, Attorney-in-Fact  
*George Meyer*

*Patricia Boscacci*  
PATRICIA BOSCACCI  
By George Meyer, Attorney-in-Fact  
*George Meyer*

*Rita Boscacci*  
RITA BOSCACCI  
By George Meyer, Attorney-in-Fact  
*George Meyer*

*George Meyer*  
GEORGE MEYER

*Phyllis Meyer*  
PHYLLIS MEYER  
By George Meyer, Attorney-in-Fact  
*George Meyer*

999322

EXHIBIT A

Drainage Easement within Parcel 1 of Parcel Map No. 253, as shown on the map filed in Book 214, Pages 24 and 25, of Parcel Maps, in the office of the Recorder of the County of Los Angeles within a strip of land 10.00 feet wide, lying 5.00 feet on each side of the following described center line:

Commencing at the most southerly corner of said Parcel 1; thence N 41°39'50" E along the southeasterly line of said Parcel 1 a distance of 56.45 feet to the True Point of Beginning; thence S 83°51'56" W 23.72 feet; thence N 48°20'10" W 360.79 feet to a point in the northwesterly line of said Parcel 1.

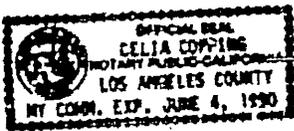
The side lines of above described 10.00 foot strip of land shall be prolonged or shortened at the beginning thereof so as to terminate in the southeasterly line of said Parcel 1 and at the end thereof so as to terminate in the northwesterly line of said Parcel 1.

NOTARIAL ACKNOWLEDGMENTS

STATE OF CALIFORNIA )  
COUNTY OF Los Angeles ) ss.

On this 20<sup>th</sup> day of June, 1989, before me, the undersigned Notary Public, personally appeared MARYANN MCKINLEY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as VICE PRESIDENT of TRUST SERVICES OF AMERICA, INC., and acknowledged to me that such corporation executed it as trustee.

WITNESS my hand and official seal.

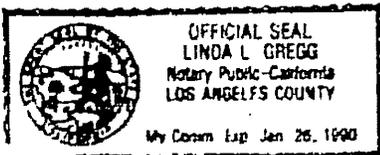


Celia Copping  
Notary Public  
My commission expires 6/4/90

STATE OF CALIFORNIA )  
COUNTY OF Los Angeles ) ss.

On this 21<sup>st</sup> day of June, 1989, before me, the undersigned Notary Public, personally appeared Brent Cardwell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as President of LOS ANGELES GREAT DANE, INC., and acknowledged to me that such corporation executed it.

WITNESS my hand and official seal.



Linda L. Gregg  
Notary Public  
My commission expires 1/26/90

89 999322

M/D

JUN 22 1989

STATE OF CALIFORNIA )  
COUNTY OF Alameda ) ss.

On this 17th day of June, 1989, before me, the undersigned Notary Public, personally appeared GEORGE MEYER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as Attorney-in-Fact for Allan Boscacci, and acknowledged to me that he executed it on his behalf.

WITNESS my hand and official seal.

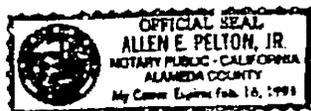


Allen E. Pelton, Jr.  
Notary Public  
My commission expires 2/16/91

STATE OF CALIFORNIA )  
COUNTY OF Alameda ) ss.

On this 17th day of June, 1989, before me, the undersigned Notary Public, personally appeared GEORGE MEYER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as Attorney-in-Fact for Patricia Boscacci, and acknowledged to me that he executed it on her behalf.

WITNESS my hand and official seal.



Allen E. Pelton, Jr.  
Notary Public  
My commission expires 2/16/91

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Alameda )

On this 17th day of July, 1989, before me, the undersigned Notary Public, personally appeared GEORGE MEYER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as Attorney-in-Fact for Rita Boscacci, and acknowledged to me that he executed it on her behalf.

WITNESS my hand and official seal.



Allen E. Pelton, Jr.  
Notary Public  
My commission expires 2/16/91

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Alameda )

On this 19th day of June, 1989, before me, the undersigned Notary Public, personally appeared GEORGE MEYER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed it.

WITNESS my hand and official seal.



Allen E. Pelton, Jr.  
Notary Public  
My commission expires 2/16/91

STATE OF CALIFORNIA

COUNTY OF Alameda

) ss.

On this 17th day of June, 1980, before me, the undersigned Notary Public, personally appeared GEORGE MEYER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as Attorney-in-Fact for Phyllis Meyer, and acknowledged to me that he executed it on her behalf.

WITNESS my hand and official seal.



Allen E. Pelton, Jr.  
Notary Public  
My commission expires 2/16/91

97 621214

13

RECORDING REQUESTED BY:

SONNENSCHN NATH & ROSENTHAL  
8000 Sears Tower  
233 S. Wacker Drive  
Chicago, IL 60606-6404  
Attention: Robert F. Messerly

RECORDED/FILED IN OFFICIAL RECORDS  
RECORDER'S OFFICE  
LOS ANGELES COUNTY  
CALIFORNIA  
APR 25 1997 AT 8 A.M.

A. F. N. F. CODE 94

AFTER RECORDING RETURN TO:

GOULD & RATNER  
222 North LaSalle Street  
Suite 800  
Chicago, Illinois 60601  
Attention: Stephen P. Sandler

FEE \$42.001

D.A. FEE Code 20 \$ 2.  
SPACE ABOVE THIS LINE FOR RECORDER'S USE

[15000 Nelson]

MEMORANDUM OF LEASE ASSIGNMENT

THIS MEMORANDUM OF LEASE ASSIGNMENT (the "Memorandum") is made as of January 1, 1997 by GREAT DANE LOS ANGELES, INC., f/k/a Los Angeles Great Dane, Inc. ("Assignor") and GREAT DANE ACQUISITION LIMITED PARTNERSHIP, a Delaware limited partnership ("Assignee").

KNOW ALL MEN BY THESE PRESENTS THAT:

1. Assignor is the tenant under that certain lease and the landlord under the subleases, if any, described on Exhibit A attached hereto with respect to the real property and improvements located at the address set forth on Exhibit A attached hereto and made a part hereof (said lease and subleases, if any, together with any amendments thereto or modifications thereof, are collectively referred to herein as the "Lease"). The real property is legally described on Exhibit B attached hereto and made a part hereof (the "Property").
2. Assignor and Assignee have heretofore entered into an assignment, bearing even date herewith, pursuant to which Assignor has, *inter alia*, assigned to Assignee all of its right, title and interest in and to the Lease on the terms and conditions set forth in the aforementioned assignment.

{1256591.01}

[SIGNATURES ON FOLLOWING PAGE]

6144477-x59

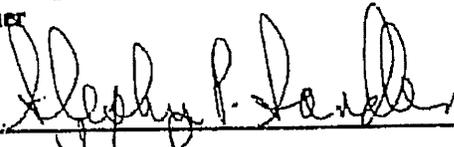
8208-011-028

IN WITNESS WHEREOF, Assignor and Assignee have executed this Memorandum as of the date first set forth above.

**ASSIGNEE:**

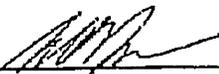
Great Dane Acquisition Limited Partnership, a  
Delaware limited partnership

By: Dane Acquisition Corp., its general  
partner

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

**ASSIGNOR:**

GREAT DANE LOS ANGELES, INC., f/k/a Los  
Angeles Great Dane, Inc.

By:   
Its: Vice President

**THIS DOCUMENT PREPARED BY:**

SONNENSCHN NATH & ROSENTHAL  
8000 Sears Tower  
233 S. Wacker Drive  
Chicago, IL 60606-6404  
Attention: Robert F. Messerly

**AFTER RECORDING RETURN TO:**

GOULD & RATNER  
222 North LaSalle Street  
Suite 800  
Chicago, Illinois 60601  
Attention: Stephen P. Sandler

97 621214

STATE OF Illinois )  
 ) ss.:  
COUNTY OF Cook )

On December 31, 1996, before me, Michael Modzelewski, a Notary Public in and for said State, personally appeared Stephen P. Sandler, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Michael Modzelewski (seal)



97 621214

STATE OF Illinois )  
COUNTY OF Cook ) ss.:

On December 31, 1996, before me, Michael Modzelewski, a Notary Public in and for said State, personally appeared Scott Dunw, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Michael Modzelewski (seal)

\*\*\*\*\*  
"OFFICIAL SEAL"  
MICHAEL MODZELEWSKI  
Notary Public, State of Illinois  
My Commission Expires 12/16/98  
\*\*\*\*\*

97 621214

**EXHIBIT A**

**Lease and/or sublease:**

Lease dated February 4, 1988 between Edna, Inc. and Los Angeles Great Dane, Inc.

**Address of Leased Premises**

15000 Nelson Ave., East  
City of Industry, CA 91744

**Commencement of Term:** August 1, 1988

**Expiration of Term:** July 31, 1998

**Renewal Options:** Two (2) five (5) year options.

97 621214

LA LEASEHOLD

EXHIBIT **B**  
LEGAL DESCRIPTION

PARCEL 1 OF PARCEL MAP NO. 253, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 214, PAGES 24 AND 25 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM 49 PERCENT OF ALL OIL, GAS OR OTHER HYDROCARBON SUBSTANCES TOGETHER WITH THE RIGHT TO DRILL AND MAINTAIN WELL HOLES, UNDER, THROUGH AND BEYOND SAID LAND AND TO EXTRACT OIL, GAS OR OTHER HYDROCARBON SUBSTANCES, TOGETHER WITH RIGHTS OF WAY AND EASEMENTS FOR ALL PURPOSES NECESSARY TO EXTRACT OIL, GAS AND OTHER HYDROCARBON SUBSTANCES THEREFROM BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH SAID PROPERTY, EXCEPT BELOW A DEPTH OF 500 FEET BELOW THE PRESENT SURFACE OF THE PROPERTY HEREIN DESCRIBED AS RESERVED BY LEONARD RANCH, A CO-PARTNERSHIP AND RECORDED JANUARY 20, 1960, AS INSTRUMENT NO. 1297.

97 621214