

# **EXHIBIT E**

# **EXHIBIT E**

*Chicago title.*  
 RECORDING REQUESTED BY  
 AND WHEN RECORDED MAIL TO:

Fred M. Whitaker, P.C.  
 Cummins & White, LLP  
 2424 S.E. Bristol Street, Suite 300  
 Newport Beach, CA 92660

order 42035298A K26

DOC # 2005-0197005

03/11/2005 08:00A Fee:70.00

Page 1 of 22

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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ROAD AND UTILITY EASEMENT AGREEMENT/EAST-WEST

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THIS ROAD AND UTILITY EASEMENT AGREEMENT ("Agreement") is made effective March 9, 2005 by and between HOPROCK LIMONITE, LLC, a Delaware limited liability company ("HopRock") and ANTHONY P. VERNOLA, Sole Successor Trustee of the Pat and Mary Ann Vernola Trust - Survivor's Trust, as to an undivided 30% interest, ANTHONY P. VERNOLA, Sole Successor Trustee of the Pat and Mary Ann Vernola Trust - Exemption Trust, as to an undivided 50% interest, and ANTHONY P. VERNOLA, Trustee of the Anthony P. Vernola Trust, Under Trust Agreement Dated October 18, 2000, as to an undivided 20% interest (collectively, "Vernola"), with reference to the following facts:

RECITALS

A. Rockwood/Hopkins, LLC, a Delaware limited liability company ("Rockwood/Hopkins), and Vernola entered into that certain Purchase Agreement and Escrow Instructions (the "Purchase Agreement") effective June 18, 2004, pursuant to which Vernola will sell, and Rockwood/Hopkins shall purchase, that certain real property consisting of approximately 6.6 acres located at the southeast corner of Limonite Avenue and the Interstate 15 Freeway in an unincorporated area of the County of Riverside (the "County"), State of California and that certain real property located south of the aforementioned 6.6 acres and consisting of approximately 2.5 acres located in an unincorporated area of the County of Riverside, State of California (the "Purchase Property"). HopRock currently owns certain real property directly adjacent to the Purchase Property along its eastern boundary (the "East Property"). The Purchase Property and East Property are collectively referred to herein as the "Property", all as more particularly described in Exhibit "C" entitled "Legal Description of the Property", attached hereto and incorporated herein. Rockwood/Hopkins has assigned all its rights under the Purchase Agreement to HopRock, and HopRock has assumed all of the obligations of Rockwood/Hopkins under the Purchase Agreement. Additionally, Vernola also owns fee title to that certain real property located immediately south of the Purchase Property in an unincorporated area of the County of Riverside, State of California, and as more particularly described in Exhibit "D" entitled "Legal Description of the Adjacent Property", attached hereto and incorporated herein (the "Adjacent Property").

described in Exhibit "D" entitled "Legal Description of the Adjacent Property", attached hereto and incorporated herein (the "Adjacent Property").

B. In order to provide primary access, ingress, egress and utilities from Pat's Ranch Road to the Adjacent Property, HopRock agrees to grant an easement for access, ingress, egress and utilities in a east/west direction from Pat's Ranch Road, in accordance with the terms and conditions set forth in this Agreement.

### AGREEMENT

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Grant of Easement. HopRock hereby grants to Vernola a non-exclusive primary access easement (the "Road Easement") on, over, and across the Property in a East/West direction, which is legally described on Exhibit "A" and approximately as depicted on Exhibit "B", both of which exhibits are attached hereto and incorporated herein by this reference. The parties agree that the details of the Road Easement shall be as described in Section 6, below. The width and/or location of the Road Easement may be modified subject to County requirements. The determination of the width of the Road Easement and the determination of the location shall be made pursuant to an amendment to this Agreement, and shall be based upon final County approvals of the access points to the Adjacent Property in connection with the development of the Property and Adjacent Property. HopRock hereby further grants to Vernola a non-exclusive easement to construct, replace, repair, install, use, maintain and operate wet and dry utilities, including, but not limited to, water pipes, sewer pipes, storm drains (if requested by Vernola), gas lines, electrical lines, telephone lines, cables for broadband purposes and related appurtenances, along with the right of ingress and egress related thereto (the "Utility Easement") under and across that portion of the Property granted herein as the Road Easement. The Road Easement and Utility Easement are collectively referred to herein as the "Easements".

2. Benefited Property. The Easements benefit and are appurtenant to the Adjacent Property.

3. Burdened Property. The Easements affect and burden the Property.

4. Purpose of Easements. The Easements granted herein are for the purpose of granting Vernola and its employees, agents, representatives, contractors, invitees, licensees and guests the right of primary access, ingress, and egress over and across the Property to the Adjacent Property from an east/west direction, and allowing for utilities and drainage sufficient to allow for development of the Adjacent Property. HopRock hereby acknowledges and agrees that the Adjacent Property may be used by Vernola (or Vernola's successors or assigns) for any lawful purpose and any such purpose shall not be deemed a use (or changed circumstance) that constitutes the overburdening of the Easements.

5. Non-Exclusivity. The Easements granted herein are non-exclusive. HopRock retains all uses of the Property, so long as such uses do not unreasonably interfere with the easement rights granted herein to Vernola.

6. Improvements. HopRock and Vernola shall cooperate in the construction of the following improvements associated with this Agreement as follows:

6.1 Road. The improvements associated with the Road Easement ("Road Improvements") shall consist of a private four (4) lane access roadway (two (2) lanes in each direction and each lane being at least 12 feet in width) running east/west within the Road Easement area between Pat's Ranch Road and the Adjacent Property as depicted on Exhibit "D". The width of the Road Easement shall be as narrow as the County of Riverside will allow, but in no event shall the Road Easement be more than one hundred (100) feet wide. The improvements shall include curbs and gutters, and shall be at the same grade as Pat's Ranch Road at the intersection of Marquise Street and then sloping as required to meet the Adjacent Property. The improvements shall include no more than one (1) curb cut on the southern edge of the Road Easement allowing for access to the southern portion of the Property, and no more than one (1) or two (2) curb cuts on the northern edge of the Road Easement, to allow for access to the northern portion of the Property as depicted on Exhibit "D". HopRock shall use its best efforts in development of the Property to only construct one (1) curb cut on the northern edge of the Road Easement. The final number of curb cuts shall be determined based upon approvals by both the County of Riverside and HopRock's anticipated anchor tenant for the Property; provided however, the total number of curb cuts shall not exceed one (1) on the southern edge of the Road Easement and two (2) on the northern edge of the Road Easement. The Road Easement and Road Improvements thereon shall be maintained by Rockwood/Hopkins in good condition and repair at HopRock's sole cost and expense. In the event that HopRock fails to maintain the Road Easement and the Road Improvements, after ten (10) days notice by Vernola, Vernola may enter on the Property to maintain the Road Easement and the Road Improvements. In the event that Vernola incurs any costs or expenses in maintaining the Road Easement and the Road Improvements, HopRock shall reimburse Vernola for such costs and expenses within ten (10) days of receipt of a written request from Vernola itemizing the costs incurred together with copies of paid invoices evidencing such costs. If Vernola is not reimbursed for such costs by the HopRock within such ten (10) day period, the same shall be deemed delinquent, and the amount thereof shall bear interest thereafter at a rate of ten percent (10%) per annum or the maximum non-usurious rate permitted by law until paid. Any and all delinquent amounts, together with said interest, costs and reasonable attorneys fees shall be a lien and charge, with power of sale, upon the Property. Vernola may bring an action at law against the HopRock to pay any such sums.

The lien provided for in this Section 6 may be recorded by Vernola as a Notice of Lien against the Property in the Office of the County Recorder, County of

Riverside, which Notice of Lien shall contain a statement of the unpaid amount of costs and expenses. Such lien shall be for the use and benefit of Vernola, and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction. Any such lien may be enforced by Vernola by taking either or both of the following actions concurrently or separately (and by exercising either of the remedies set forth below shall not prejudice or waive its rights to exercise the remedy): (i) bring an action at law against the defaulting party personally obligated to pay such lien or (ii) foreclose such lien in accordance with the provisions of Section 2924 of the California Civil Code applicable to the exercise of powers of sale or mortgages and deeds of trust, or any other manner permitted by California law. Notwithstanding the foregoing, in the event HopRock disputes the amount claimed to be due to Vernola, HopRock may, within thirty (30) days of receipt of written notice of the amount claimed to be due to Vernola, file a demand for mediation pursuant to Section 9.3.

6.2 Utilities. As part of HopRock's development of the Property, HopRock shall construct and install wet and dry utilities, consisting of: (i) an eight (8) inch water pipeline; (ii) an eight (8) inch sewer pipeline; (iii) a gas line; (iv) an electrical line; (v) a telephone line; and (vi) cables for broadband purposes and related appurtenances (the "Utilities") as necessary and in such dimensions as to be reasonably agreed to by Vernola, under the roadway within the Road Easement area, connecting the Adjacent Property with the sources of such utilities on Pat's Ranch Road and stubbing such connections at the point of entry to the Adjacent Property. HopRock shall construct and install the Utilities at its sole cost and expense. Vernola shall reimburse HopRock for the cost of the construction and installation of the Utilities up to the maximum amount of One Hundred Thousand Dollars (\$100,000.00); provided, however, in the event that Vernola elects to have a storm drain ("Storm Drain") constructed and installed on the Road Easement and/or the Property in connection with the granting of the Road Easement and the construction of the Road Improvements hereunder, Vernola shall also reimburse HopRock for the cost of the construction and installation of the Storm Drain up to the maximum amount of Fifty Thousand Dollars (\$50,000.00). Vernola's reimbursement obligations shall be satisfied by a holdback in the escrow created under the Purchase Agreement in the amount of either One Hundred Thousand Dollars (\$100,000.00) or One Hundred Fifty Thousand Dollars (\$150,000.00), as applicable (the "Utilities Holdback"). In the event the County of Riverside disapproves both of the Sign Options (as defined in the Purchase Agreement), Sixty Thousand Dollars (\$60,000.00) from the Utilities Holdback shall immediately be released to Vernola by Escrow Holder and Vernola's reimbursement obligations for the cost of construction and installation of the Utilities, and, if applicable, the Storm Drain, shall be reduced by the sum of Sixty Thousand Dollars (\$60,000.00). Within ten (10) days of completion of construction of the Utilities and Storm Drain (if applicable), HopRock shall submit written invoices of the cost of the construction and installation of the Utilities and Storm Drain (if applicable) to the escrow agent and Vernola and the escrow agent shall immediately release the cost of such improvements as evidenced

by the invoices to HopRock. Notwithstanding anything to the contrary set forth in this Section 6.2, Escrow Holder shall not release to HopRock from the Utilities Holdback more than (i) Forty Thousand Dollars (\$40,000.00) in the event Vernola elects not to have the Storm Drain constructed and installed by HopRock, or (ii) Ninety Thousand Dollars (\$90,000.00) in the event Vernola elects to have the Storm Drain constructed and installed by HopRock, until such time as the County of Riverside has approved one of the Sign Options set forth in the Purchase Agreement. After disbursement of any funds to HopRock under the preceding sentence, any funds remaining in the holdback account shall be immediately released to Vernola.

6.3 Permits. HopRock represents and warrants to Vernola that HopRock shall obtain all necessary permits from the County of Riverside necessary for constructing the improvements contemplated by this Agreement.

6.4 Costs. The costs associated with the construction and maintenance of the Road Improvements shall be born by HopRock. The costs associated with the construction of the Utilities and the Storm Drain (if applicable) within the Utility Easement shall be borne by HopRock, subject to Vernola's reimbursement obligations described in Section 6.2 above. In any event, the costs of maintaining the Utilities, the Storm Drain (if applicable) and the Utility Easement shall be borne by Vernola.

6.5 Standards Governing Construction. HopRock shall construct and install the Utilities, Storm Drain (if applicable) and Road Improvements in compliance with all applicable laws, rules, regulations, governmentally approved improvement plans and governmental permits.

7. Indemnification. Vernola agrees that it and its successors and assigns shall indemnify, protect, hold harmless, and defend HopRock, and its managers, members, officers, directors, shareholders, employees, servants, agents, contractors, successors, and assigns from and against any and all obligations, liabilities, liens, claims, damages, losses, costs, expenses, causes of action, suits, or judgments (including attorneys' fees, experts' fees, expenses, and court costs) (collectively, the "Claims") whatsoever brought by any and all persons or entities, due to or arising out of the activities on the Property of Vernola or their employees, agents, representatives, or contractors, excepting Claims brought on the basis of pre-existing conditions in the Property, HopRock's actions of any kind or the actions of HopRock's invitees, or HopRock's negligence. Vernola shall further indemnify, protect, hold harmless, and defend HopRock (and its managers, members and their respective officers, directors, shareholders, employees, agents, contractors, successors, and assignees) from and against any and all liabilities, liens, claims, damages, costs, expenses, suits, or judgments (including attorneys' fees and court costs) for labor or services performed, materials furnished, or damage arising out of entry onto the Property by Vernola or its employees, agents, representatives, or contractors.

HopRock agrees that it and its successors and assigns shall indemnify, protect, hold harmless, and defend Vernola, and its managers, members, officers, directors, shareholders, employees, servants, agents, contractors, successors, and assigns from and against any and all Claims whatsoever brought by any and all persons or entities, due to or arising out of the use of the Property or Easements by such persons or entities or the breach of this Agreement by HopRock or their employees, agents, representatives, or contractors, excepting Claims brought on the basis of Vernola's actions of any kind or Vernola's negligence.

8. Cooperation. Vernola agrees that it shall, at the request of HopRock, execute and deliver or cause to be executed and delivered all such deeds, assignments, consents, documents and instructions, and take or cause to be taken all such other actions as may reasonably be deemed necessary or desirable, in order to effectuate any modification or amendment of the Easement as required by the County of Riverside. In the event any such modification or amendment of the Easement causes the Easement to be not substantially similar in location and access as the Easement described herein, or materially adversely affects access to the Adjacent Property, then Seller shall not be required to perform its obligations set forth in this Section 8, but shall rather exercise its right of appeal set forth in the Purchase Agreement.

9. General Provisions.

9.1 Approvals. Any approval or consent required hereunder shall not be unreasonably withheld or delayed.

9.2 Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the state of California. Any dispute arising under or relating to this Agreement shall be resolved in the County of Orange, State of California.

9.3 Mediation of Disputes.

9.3.1 Vernola and HopRock agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action, subject to the exclusions and procedures set forth in this Section 9.3. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this Section 9.3 applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate in good faith after a request has been made, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action.

9.3.2 The following matters are excluded from Mediation: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, lien or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or

enforcement of a mechanic's lien; (iv) the filing of a *lis pendens* by HopRock or Vernola for purposes of perfecting its right to specific performance; (v) any matter which is within the jurisdiction of a probate, small claims, or bankruptcy court; and (vi) an action for bodily injury or wrongful death.

9.3.3 If not resolved by informal negotiations, any dispute or claim to which this Section 9.3 applies shall be referred to an Orange County California office of JAMS, or any other alternative dispute resolution service provider mutually agreed to by the parties in writing within ten (10) days of the initial notice of mediation being provided by one party to the other, for a confidential non-binding mediation before a retired California Judge or Justice. (The applicable service provider shall be referred to in this section as "JAMS".) The parties are free to select any mutually acceptable panel Member from the list of retired Judges and Justices at JAMS. If the parties cannot agree upon a mediator, JAMS shall assign one utilizing the following procedure: JAMS shall submit to the parties a list and resumes of available mediators, numbering one more than there are parties to the dispute or claim. Each party may strike one name from the list. If more than one name remains, the designated mediator shall be selected by the Arbitration Administrator of JAMS. The mediation process shall commence within thirty (30) days (or any mutually agreed extension of time) of the assignment of the mediator and shall continue until the dispute or claim is resolved, the mediator makes a finding that there is no possibility of settlement through mediation, or the parties mutually choose not to continue the mediation.

9.4 Transferability; Binding on Successors. The rights and obligations of each party to this Agreement shall be transferable only in connection with a transfer of the burdened property or the benefitted property to which they are appurtenant. Subject to the foregoing, all rights, duties, and terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by each party and its respective legal representatives, heirs, successors, and assigns. Upon transfer of fee title to all or any portion of the Property, and without further action by any party to this Agreement, this Agreement shall be binding upon the heirs, successors, and assigns with the same force and to the same extent as upon the transferring party and the transferring party shall be released from those rights and obligations hereunder accruing to the new owner of the transferred property after the date of such transfer.

9.5 Attorneys' Fees. If any legal action or proceeding arising out of or relating to this Agreement is brought by any party to this Agreement or its managers, members, directors, agents, executors, administrators, heirs, devisees, successors, or assigns, the prevailing party shall be entitled, in addition to any other relief that may be granted, to receive its actually-incurred, reasonable attorneys' fees, costs, and expenses from the other party, whether or not the matter proceeds to judgment.



9.6 Injunctive Relief. The parties acknowledge that the rights granted and duties imposed herein are unique and, if either party were to breach any provision of this Agreement, the other party would not have an adequate remedy at law. Therefore, in addition to the remedies at law, this Agreement may be enforced, without limitation, by an action for equitable relief as provided under the laws of the State of California. Prior to the commencement of any such action, written notice of such breach or threatened breach shall be given to the other party at least ten (10) days in advance and the other party shall have the opportunity to cure the breach.

9.7 Time Is of the Essence. Time is of the essence with regard to this Agreement, and failure to comply with this provision shall be a breach of this Agreement. However, no such breach shall terminate this Agreement or any rights, duties, or obligations hereunder.

9.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one written instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Signature of Vernola:

PAT AND MARY ANN VERNOLA TRUST – SURVIVOR’S TRUST, as to an undivided 30% interest

By: Anthony P. Vernola TTE  
Anthony P. Vernola, Sole Successor Trustee

PAT AND MARY ANN VERNOLA TRUST – EXEMPTION TRUST, as to an undivided 50% interest

By: Anthony P. Vernola TTE  
Anthony P. Vernola, Sole Successor Trustee

Signed  
in  
counterpart

ANTHONY P. VERNOLA TRUST, Under Trust Agreement dated October 18, 2000, as to an undivided 20% interest

By: Anthony P. Vernola TTE  
Anthony P. Vernola, Trustee

Signature of HopRock:

HOPROCK LIMONITE, LLC,  
a Delaware limited liability company

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Signature of Vernola:

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By: \_\_\_\_\_  
Anthony P. Vernola, Sole Successor Trustee

PAT AND MARY ANN VERNOLA TRUST –  
EXEMPTION TRUST, as to an undivided 50%  
interest

By: \_\_\_\_\_  
Anthony P. Vernola, Sole Successor Trustee

ANTHONY P. VERNOLA TRUST, Under Trust  
Agreement dated October 18, 2000, as to an  
undivided 20% interest

By: \_\_\_\_\_  
Anthony P. Vernola, Trustee


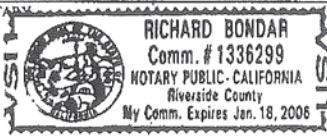
Signed  
in  
Counterpart

Signature of HopRock:

HOPROCK LIMONITE, LLC,  
a Delaware limited liability company

By: *[Signature]*  
Its: CEO OF HOPKINS REAL ESTATE GROUP  
ITS MANAGING MEMBER

ALL PURPOSE ACKNOWLEDGMENT

<p>STATE OF <u>California</u> )</p> <p>COUNTY OF <del>Orange</del> <u>SAN BERNARDINO</u></p> <p>On <u>3-10-05</u>, before me, <u>RICHARD BONDAR</u>  <small>DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"</small></p> <p>personally appeared <u>ANTONIO P. VERDURA</u>  <small>NAME(S) OF SIGNER(S)</small></p> <p><input checked="" type="checkbox"/> personally known to me -OR- <input checked="" type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>Witness my hand and official seal.</p> <p style="text-align: center;"></p> <p><small>SIGNATURE OF NOTARY</small></p> <div style="text-align: center;">  </div>	<p><b>CAPACITY CLAIMED BY SIGNER</b></p> <p><input type="checkbox"/> INDIVIDUAL(S)</p> <p><input type="checkbox"/> CORPORATE</p> <p><input type="checkbox"/> OFFICER(S)</p> <p>_____</p> <p style="text-align: center;"><small>TITLE(S)</small></p> <p><input type="checkbox"/> PARTNER(S)</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> SUBSCRIBING WITNESS</p> <p>GUARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER:</p> <p>_____</p> <p><b>SIGNER IS REPRESENTING:</b>  <small>NAME OF PERSON(S) OR ENTITY(IES)</small></p> <p>_____</p>
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**ATTENTION NOTARY:** Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to an unauthorized document.

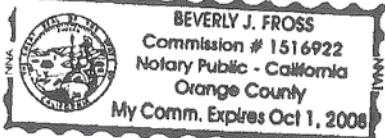
**THIS CERTIFICATE**

**MUST BE ATTACHED** Title or Type of Document Reciprocal Construction Easement Agreement

**TO THE DOCUMENT** Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_

**DESCRIBED AT RIGHT:** Signer(s) Other Than Named Above \_\_\_\_\_

ALL PURPOSE ACKNOWLEDGMENT

<p>STATE OF <u>California</u> )          )          COUNTY OF <u>Orange</u> )</p> <p>On <u>March 10, 2005</u> before me, <u>Beverly Fross</u>,  <small>DATE NAME, TITLE OF OFFICER - E.G., "JANE</small></p> <p>DOE, NOTARY PUBLIC"</p> <p>personally appeared <u>Gerald Sappington</u>,  <small>NAME(S) OF SIGNER(S)</small></p> <p><input checked="" type="checkbox"/> personally known to me <del>-OR-</del> <del>X</del> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>Witness my hand and official seal.</p> <p><u>Beverly Fross</u>  <small>SIGNATURE OF NOTARY</small></p> <div style="text-align: center;">  </div>	<p><b>CAPACITY CLAIMED BY SIGNER</b></p> <p><input type="checkbox"/> INDIVIDUAL(S)  <input type="checkbox"/> CORPORATE</p> <p><input checked="" type="checkbox"/> OFFICER(S)  <u>CFO</u>  <small>TITLE(S)</small></p> <p><input type="checkbox"/> PARTNER(S)  <input type="checkbox"/> ATTORNEY-IN-FACT  <input type="checkbox"/> TRUSTEE(S)  <input type="checkbox"/> SUBSCRIBING WITNESS</p> <p>GUARDIAN/CONSERVATOR  <input type="checkbox"/> OTHER:          _____</p> <p><b>SIGNER IS REPRESENTING:</b>  <small>NAME OF PERSON(S) OR ENTITY(IES)</small></p> <p><u>Hopkins Real Estate Group</u></p>
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THIS CERTIFICATE  
**MUST BE ATTACHED** Title or Type of Document Reciprocal Construction Easement Agreement

TO THE DOCUMENT Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_

DESCRIBED AT RIGHT: Signer(s) Other Than Named Above \_\_\_\_\_

EXHIBIT "A"

LEGAL DESCRIPTION OF THE ROAD EASEMENT

[attached]

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**(INGRESS EGRESS & UTILITY EASEMENT)**

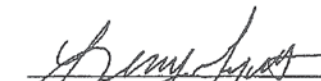
A STRIP OF LAND 50.00 FEET WIDE, LYING WITHIN A PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT NO 4119, IN RIVERSIDE COUNTY, STATE OF CALIFORNIA RECORDED JULY 7, 1999 AS INSTRUMENT NO. 1999-301360 OF OFFICIAL RECORDS OF SAID COUNTY, THE CENTERLINE OF SAID STRIP MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 1, ALSO BEING A POINT ON THE WEST LINE OF THE EAST 120 ACRES OF THE NORTH HALF OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF OF THE JURUPA RANCHO, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 33 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, THENCE NORTH 00°35'20" EAST 603.90' ALONG THE WESTERLY LINE OF SAID PARCEL 1 TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LINE NORTH 90°00'00" EAST 156.62 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 993.00 FEET; THENCE EASTERLY 111.04 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°24'25" TO THE WESTERLY LINE OF THAT CERTAIN ROAD EASEMENT RECORDED SEPTEMBER 18, 2003 AS INSTRUMENT NO. 2003-728061 OF OFFICIAL RECORDS OF SAID COUNTY ALSO BEING THE END OF THIS DESCRIPTION.

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO TERMINATE WESTERLY AT THE WESTERLY LINE OF SAID PARCEL 1 AND EASTERLY AT THE WESTERLY LINE OF SAID INSTRUMENT NO. 2003-728061.

EXHIBIT B ATTACHED HERewith AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION:

  
LENNY GUYETT, P.L.S. 7993  
LICENSE EXPIRES 12/31/06

3-2-05  
DATE

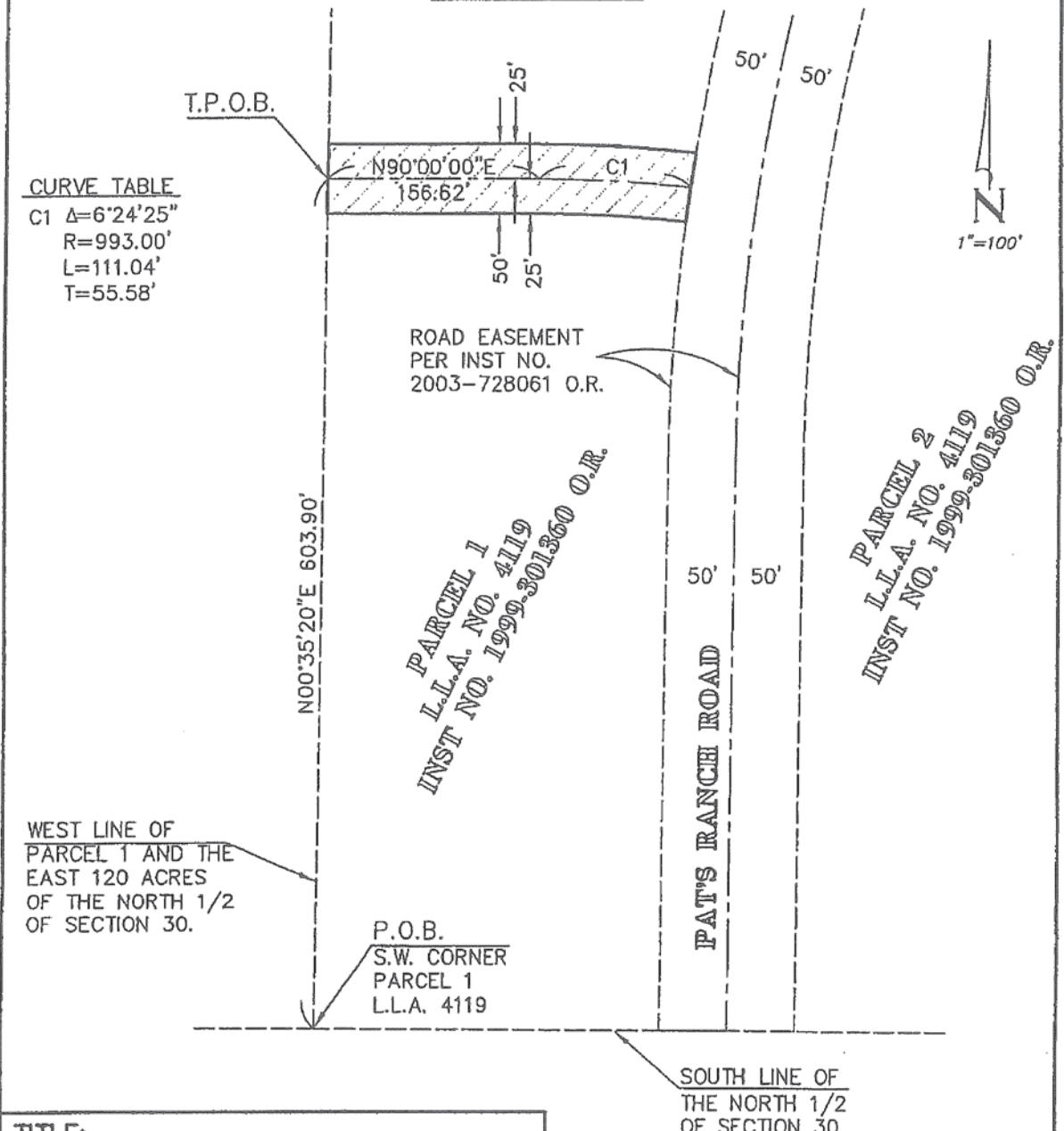


EXHIBIT "B"  
DIAGRAM OF ROAD EASEMENT

[attached]



EXHIBIT "B"



**CURVE TABLE**  
 C1 Δ=6°24'25"  
 R=993.00'  
 L=111.04'  
 T=55.58'



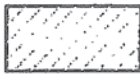
WEST LINE OF  
 PARCEL 1 AND THE  
 EAST 120 ACRES  
 OF THE NORTH 1/2  
 OF SECTION 30.

P.O.B.  
 S.W. CORNER  
 PARCEL 1  
 L.L.A. 4119

SOUTH LINE OF  
 THE NORTH 1/2  
 OF SECTION 30.

**TITLE:**  
 ROAD AND UTILITY EASMENT/ EAST-WEST  
 MIRA LOMA MARKET PLACE

**Hall & Foreman, Inc.**  
 Civil Engineering • Planning • Surveying • Public Works  
 9130 Anaheim Place, Suite 120 • Rancho Cucamonga, CA 91730 • (909) 484-9090

 INDICATES INGRESS  
 EGRESS AND UTILITY  
 EASEMENT.

DATE OF PREPARATION: 02/03/05

JOB NO. 04179  
 U: \04179\Mapping\Legals\EA0417901.dwg

EXHIBIT "C"

LEGAL DESCRIPTION OF THE PROPERTY

[attached]

**PURCHASE PROPERTY**

THAT PORTION OF THE NORTH HALF OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF OF THE JURUPA RANCHO, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 33 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE EAST 120 ACRES OF SAID NORTH HALF OF SECTION 30, ALSO BEING, IN PART, THE EAST LINE OF THAT CERTAIN PARCEL DESCRIBED IN THAT DIRECTOR'S DEED RECORDED JUNE 20, 1989 AS INSTRUMENT NO. 203050 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING SOUTH 0°22'45" EAST 310.00 FEET FROM THE NORTHEAST CORNER OF SAID PARCEL; THENCE PARALLEL WITH THE NORTH LINE OF SAID PARCEL, SOUTH 89°20'26" WEST 361.25 FEET TO THE WESTERLY LINE OF SAID PARCEL; THENCE ALONG SAID WESTERLY LINE AND CONTINUING ALONG THE EASTERLY LINE OF THAT CERTAIN PARCEL CONVEYED TO THE STATE OF CALIFORNIA AND DESCRIBED AS PARCEL 7492-1 IN THAT CERTAIN DOCUMENT RECORDED FEBRUARY 1, 1988 AS INSTRUMENT NO. 28620 OF SAID OFFICIAL RECORDS, THE FOLLOWING 3 COURSES: NORTH 01°01'48" WEST 299.04 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1850.00 FEET; THENCE NORTHEASTERLY 718.91 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°15'55"; THENCE NORTH 21°14'07" EAST 537.75 FEET TO THE SOUTH LINE OF LIMONITE AVENUE, 140.00 FEET WIDE, AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED SEPTEMBER 27, 1957 IN BOOK 2154, PAGE 226 OF SAID OFFICIAL RECORDS; THENCE NORTH 89°21'53" EAST 36.59 FEET ALONG SAID SOUTH LINE TO SAID WEST LINE OF THE EAST 120 ACRES; THENCE SOUTH 00°22'45" EAST 1499.83 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

EAST PROPERTY

PARCEL "1" AS SHOWN ON LOT LINE ADJUSTMENT LLA# 4119, RECORDED JULY 7, 1999 AS INSTRUMENT NO. 1999-301360 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO DESCRIBED IN THE DOCUMENT AS FOLLOWS:

THAT PORTION OF THE EAST 120 ACRES OF THE NORTH HALF OF SECTION 30, TOWNSHIP 2 SHOUT, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY SECTIONALIZED SURVEY OF THE JURUPA RANCHO, ON FILE IN BOOK 9 PAGE(S) 33 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF LIMONITE AVENUE AND THE CENTERLINE OF WINEVILLE AVENUE, OF TRACT NO. 19928-4, AS SHOWN BY MAP ON FILE IN BOOK 162 PAGE(S) 15 THROUGH 17 INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 89°39'10" WEST ALONG SAID CENTERLINE OF LIMONITE AVENUE AS SHOWN ON STATE OF CALIFORNIA RIGHT-OF-WAY MAP NO. 914566 AS SHOWN BY MAP ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR, A DISTANCE OF 920.16 FEET;

THENCE SOUTH 00°20'50" EAST, A DISTANCE OF 70.34 FEET FOR THE TRUE POINT OF BEGINNING, SAID POINT OF BEING IN THE SOUTH OF RIGHT-OF-WAY LINE OF SAID LIMONITE AVENUE AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED DECEMBER 27, 1957 IN BOOK 2154 AT PAGE 226, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE CONTINUING SOUTH 00°20'50" EAST, A DISTANCE OF 64.66 FEET TO BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1400.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 31°46'34", AN ARC DISTANCE OF 776.43 FEET;

THENCE SOUTH 31°25'44" WEST TANGENT TO SAID CURVE, A DISTANCE OF 657.02 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1400.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 31°31'51", AN ARC DISTANCE OF 770.44 FEET;

THENCE SOUTH 00°06'07" EAST TANGENT TO SAID CURVE, A DISTANCE OF 406.36 FEET TO A POINT ON THE SOUTH LINE OF SAID EASE 120 ACRES;

THENCE SOUTH 89°38'12" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 305.16 FEET TO A POINT ON THE WEST LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO SOUTHERN CALIFORNIA EDISON COMPANY BY DEED RECORDED JANUARY 3, 1969 AS INSTRUMENT NO. 509, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, AS CALIFORNIA;

THENCE NORTH 00°05'25" WEST ALONG SAID WEST LINE, A DISTANCE OF 2388.34 FEET TO AN ANGLE POINT ON THE SOUTH LINE OF THAT PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED FEBRUARY 21, 1986 AS INSTRUMENT NO. 40213, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE SOUTHEAST, HAVING A RADIUS OF 170.00 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 45°14'45" EAST;

THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL SO CONVEYED AND ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 44°53'05", AN ARC DISTANCE OF 133.18 FEET;

THENCE NORTH 89°38'20" EAST TANGENT TO SAID CURVE, AND ALONG SAID SOUTHERLY LINE, AND ALONG THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED FEBRUARY 21, 1986 AS INSTRUMENT NO. 326125, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, A DISTANCE OF 154.72 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 250.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID PARCEL SO CONVEYED AND ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 35°20'06", AN ARC DISTANCE OF 154.18 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 130.00 FEET, A RADIAL LINE FROM SAID POINT BEARS SOUTH 34°26'19" WEST;

THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 124°29'35", AN ARC DISTANCE OF 282.47 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID LIMONITE AVENUE AS CONVEYED TO THE COUNTY OF RIVERSIDE AS AFORESAID:

THENCE NORTH 89°38'20" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 438.40 FEET TO THE TRUE POINT OF BEGINNING.

APN: 152-010-007-8 and 152-010-010-0

EXHIBIT "D"

LEGAL DESCRIPTION OF THE ADJACENT PROPERTY

[attached]

## EXHIBIT D

THAT PORTION OF THE NORTH HALF OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF OF THE JURUPA RANCHO, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 33 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, ALSO BEING A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN THAT DIRECTOR'S DEED RECORDED JUNE 20, 1989 AS INSTRUMENT NO. 203050 OF OFFICIAL RECORDS OF SAID COUNTY, SAID PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE EAST 120 ACRES OF SAID NORTH HALF OF SECTION 30, ALSO BEING, IN PART, THE EAST LINE OF SAID PARCEL, SAID POINT BEING SOUTH 0° 22' 45" EAST 310.00 FEET FROM THE NORTHEAST CORNER OF SAID PARCEL;

THENCE PARALLEL WITH THE NORTH LINE OF SAID PARCEL, SOUTH 89° 20' 26" WEST 361.25 FEET TO THE WESTERLY LINE OF SAID PARCEL;

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING 3 COURSES:

SOUTH 01° 01' 48" EAST 603.16 FEET;  
THENCE SOUTH 05° 23' 40" WEST 302.60 FEET;

THENCE SOUTH 02° 56' 19" EAST 94.67 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID NORTH HALF OF SECTION 30, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE NORTH 89° 20' 26" EAST 380.61 FEET ALONG SAID SOUTHERLY LINE TO THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE NORTH 00° 22' 45" WEST 998.67 FEET ALONG THE EASTERLY LINE OF SAID PARCEL AND SAID WEST LINE OF THE EAST 120 ACRES, TO THE POINT OF BEGINNING.

SAID DESCRIPTION IS MADE PURSUANT TO LOT LINE ADJUSTMENT NO. 4782, RECORDED FEBRUARY 8, 2005 AS INSTRUMENT NO. 0107263 OFFICIAL RECORDS.