

EXHIBIT F

EXHIBIT F



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 420352984 #26

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SECONDARY ACCESS EASEMENT AGREEMENT

70



THIS SECONDARY ACCESS 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, as amended, 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, 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").

B. In order to allow for secondary access from Pat's Ranch Road to the Adjacent Property, HopRock agrees to grant an easement for access, 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 secondary access easement ("Easement") on, over, and across the Property, with access at the location legally described on Exhibit "A" and depicted on Exhibit "B", both of which exhibits are attached hereto and incorporated herein by this reference. The width and/or location of the Easement may be modified subject to County requirements for access to the Adjacent Property. The determination of the width of the 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.

2. Benefited Property. The Easement benefits and is appurtenant to the Adjacent Property.

3. Burdened Property. The Easement affects and burdens the Property.

4. Purpose of Easement. The Easement granted herein is for the purpose of granting Vernola and its employees, agent, representatives, contractors, invitees, licensees and guests the right of secondary access, ingress, and egress over and across the Property to the Adjacent Property by allowing for access, ingress and egress through a driveway from the Property to 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 Easement.

5. Non-Exclusivity. The Easement granted herein is 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. After the determination is made as to the location of the Easement pursuant to Section 1 above, HopRock shall, as part of its development of the Property and at HopRock's sole cost and expense, perform the following improvements associated with this Agreement:

6.1 Access. HopRock shall construct a driveway between the Property and Adjacent Property at the designated location of the Easement.

6.2 Permits. HopRock shall obtain all necessary permits from the County of Riverside necessary for constructing the improvements contemplated by this Agreement.

6.3 Maintenance. HopRock shall maintain the Easement area in good condition and repair at HopRock's sole cost and expense.

7. Liens. Vernola shall keep the Property free and clear of all mechanic's, materialmen's and other liens arising out of Vernola's use and activities associated with the Easement, and Vernola shall not allow any such liens to be enforced against the Property. Vernola shall cause all claims to be paid before an action is brought against the Property to enforce any lien arising out of Vernola's activities on the Property. If Vernola desires to contest the validity of any lien or claim, Vernola may, at its expense, post an appropriate bond for the benefit of HopRock and the Property, in an amount sufficient to protect HopRock from any loss resulting from such lien or claim.

8. Insurance. Vernola shall obtain and maintain general liability and property damage insurance with a combined single limit per occurrence of not less than \$1,000,000 covering any loss that arises in connection with the use of the Easement by Vernola and its guests, invitees, employees, licensees, representatives and agents, and naming Rockwood as an additional insured. Upon request, Vernola shall deliver to Rockwood a certificate or certificates evidencing such insurance and providing that such coverage shall not be terminated or modified without at least thirty (30) days prior written notice to Rockwood. In the event that the Easement area is ever gated and restricted to emergency vehicles only, Vernola's obligation to provide such insurance shall automatically terminate.

9. 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 its successors and assigns, 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.

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 Easement 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.

10. 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 10, but shall rather exercise its right of appeal set forth in the Purchase Agreement.

11. General Provisions.

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

11.2 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.

11.3 Mediation of Disputes.

11.3.1 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 11.3. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this Section 11.3 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.

11.3.2 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, 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.

11.3.3 If not resolved by informal negotiations, any dispute or claim to which this Section 11.3 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.

11.4 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.

11.5 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.

11.6 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.

11.7 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.

11.8 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 TEE
Anthony P. Vernola, Sole Successor Trustee

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

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

Signed
in
counterpart

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:

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

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


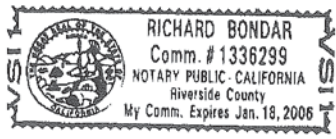
Signature of HopRock:

HOPROCK LIMONITE, LLC,
a Delaware limited liability company

By: *[Signature]*
Its: CEO OF HOPKINS REAL ESTATE GROUP
17th MANAGING MEMBER

Signed
in
Counterpart

ALL PURPOSE ACKNOWLEDGMENT

<p>STATE OF <u>California</u>)</p> <p>COUNTY OF <u>Orange</u> SUB BENAVIDEZ)</p> <p style="text-align: right; margin-right: 50px;"><u>RICHARD BONDAR</u></p> <p>On <u>3-16-05</u>, before me, <u>NOTARY PUBLIC</u>,</p> <p style="font-size: small; margin-left: 100px;">DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"</p> <p>personally appeared <u>ANTONIO VERAUGA</u></p> <p style="font-size: small; margin-left: 100px;">NAME(S) OF SIGNER(S)</p> <p><input checked="" type="checkbox"/> personally known to me -OR- <input 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 style="text-align: center; margin-top: 20px;">Witness my hand and official seal.</p> <div style="text-align: center; margin-top: 10px;">  _____ <small>SIGNATURE OF NOTARY</small> </div> <div style="text-align: center; margin-top: 10px;">  </div>	<p>CAPACITY CLAIMED BY SIGNER</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; font-size: small;">TITLE(S)</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>SIGNER IS REPRESENTING:</p> <p style="font-size: small;">NAME OF PERSON(S) OR ENTITY(IES)</p> <p>_____</p>
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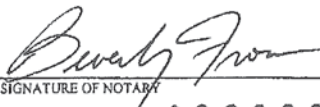
ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to an unauthorized document.

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> <small>DOE, NOTARY PUBLIC"</small></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 -OR-X 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> <small>SIGNATURE OF NOTARY</small></p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p style="text-align: center; margin: 0;">BEVERLY J. FROSS Commission # 1516922 Notary Public - California Orange County My Comm. Expires Oct 1, 2008</p> </div>	<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL(S) <input type="checkbox"/> CORPORATE</p> <p><input checked="" type="checkbox"/> OFFICER(S) <u>CFD</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>SIGNER IS REPRESENTING: <small>NAME OF PERSON(S) OR ENTITY(IES)</small></p> <p><u>Hopkins Real Estate Group</u></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 _____

EXHIBIT "A"

LEGAL DESCRIPTIONS OF THE EASEMENT

[attached]

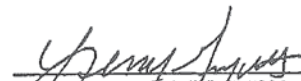
EXHIBIT "A"
LEGAL DESCRIPTION
(ACCESS EASEMENT)

THAT 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, 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 1013.66' ALONG THE WESTERLY LINE OF SAID PARCEL 1 TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LINE SOUTH 89°41'41" EAST 16.98 FEET; THENCE SOUTH 84°31'22" EAST 54.94 FEET; THENCE SOUTH 73°59'52" EAST 200.49 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY 19.48 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°33'59"; THENCE SOUTH 67°25'53" EAST 70.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1450.00 FEET, A LINE RADIAL TO SAID BEGINNING OF CURVE BEARS NORTH 68°37'01" WEST, SAID CURVE BEING THE WESTERLY LINE OF THAT CERTAIN ROAD EASEMENT RECORDED SEPTEMBER 18, 2003 AS INSTRUMENT NO. 2003-728061 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHEASTERLY 30.00 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°11'08" TO A LINE THAT IS PARALLEL WITH AND DISTANT NORTHEASTERLY 30.00 FEET, MEASURED AT RIGHT ANGLES FROM THAT CERTAIN COURSE HEREINABOVE DESCRIBED AS SOUTH 67°25'53" EAST 70.84 FEET; THENCE NORTH 67°25'53" WEST 70.53 FEET ALONG SAID PARALLEL LINE TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200.00 FEET SAID CURVE BEING CONCENTRIC WITH AND MEASURED RADIAL 30.00 FEET NORTHEASTERLY OF THAT CERTAIN CURVE DESCRIBED HEREINABOVE AS HAVING A RADIUS OF 170.00 FEET AND A CENTRAL ANGLE OF 06°33'59"; THENCE NORTHWESTERLY 19.48 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°33'59" TO A LINE THAT IS PARALLEL WITH AND DISTANT NORTHEASTERLY 30.00 FEET, MEASURED AT RIGHT ANGLES FROM THAT CERTAIN COURSE HEREINABOVE DESCRIBED AS SOUTH 73°59'52" EAST 200.49 FEET; THENCE NORTH 73°59'52" WEST 283.16 FEET ALONG SAID PARALLEL LINE TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 1; THENCE SOUTH 00°35'20" WEST 46.30 FEET ALONG SAID WESTERLY LINE TO THE TRUE POINT OF BEGINNING.

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 "A"
LEGAL DESCRIPTION
(ACCESS EASEMENT)

THAT PORTION OF PARCEL A OF LOT LINE ADJUSTMENT NO 4782, IN RIVERSIDE COUNTY, STATE OF CALIFORNIA RECORDED FEBRUARY 08, 2005 AS INSTRUMENT NO. 2005-0107263 OF OFFICIAL RECORDS OF SAID COUNTY, 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 1013.66' ALONG THE WESTERLY LINE OF SAID PARCEL 1 TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE NORTH 00°35'20" EAST 46.30 FEET; THENCE LEAVING SAID LINE NORTH 73°59'52" WEST 47.47 FEET; THENCE SOUTH 00°00'00" EAST 74.14 FEET TO THE SOUTHERLY LINE OF SAID PARCEL A; THENCE SOUTH 89°41'41" EAST 25.00 FEET ALONG SAID SOUTHERLY LINE TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, A LINE RADIAL TO SAID BEGINNING OF CURVE BEARS NORTH 89°41'41" WEST; THENCE NORTHEASTERLY 23.56 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTH 89°41'41" EAST 5.07 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B ATTACHED HEREWITH AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION:


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

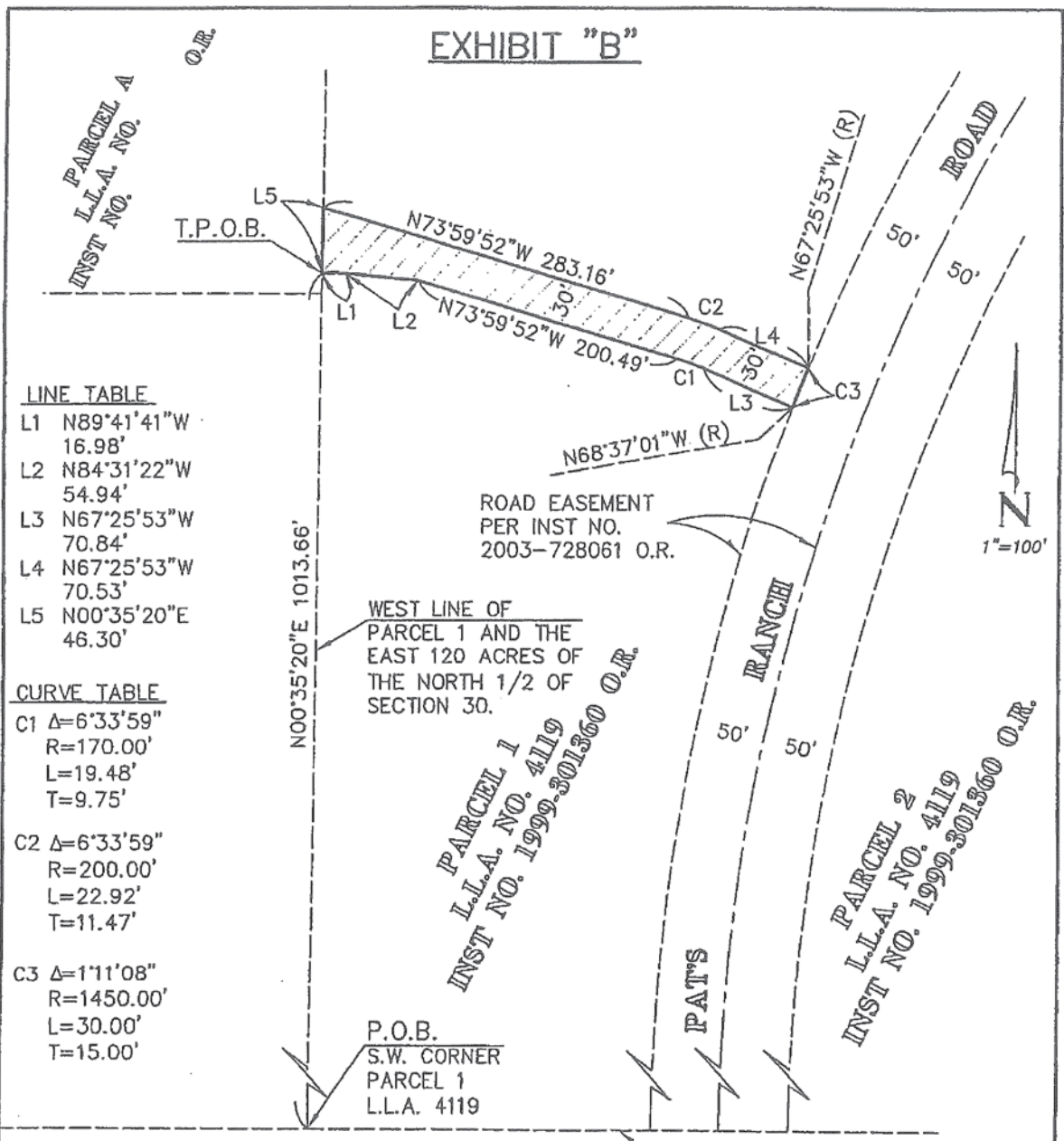
3-8-05
DATE



EXHIBIT "B"
DIAGRAMS OF EASEMENT

[attached]

EXHIBIT "B"



LINE TABLE

L1	N89°41'41"W	16.98'
L2	N84°31'22"W	54.94'
L3	N67°25'53"W	70.84'
L4	N67°25'53"W	70.53'
L5	N00°35'20"E	46.30'

CURVE TABLE

C1	Δ=6°33'59"	R=170.00'	L=19.48'	T=9.75'
C2	Δ=6°33'59"	R=200.00'	L=22.92'	T=11.47'
C3	Δ=1°11'08"	R=1450.00'	L=30.00'	T=15.00'

TITLE:
SECONDARY ACCESS EASEMENT
MIRA LOMA MARKET PLACE.

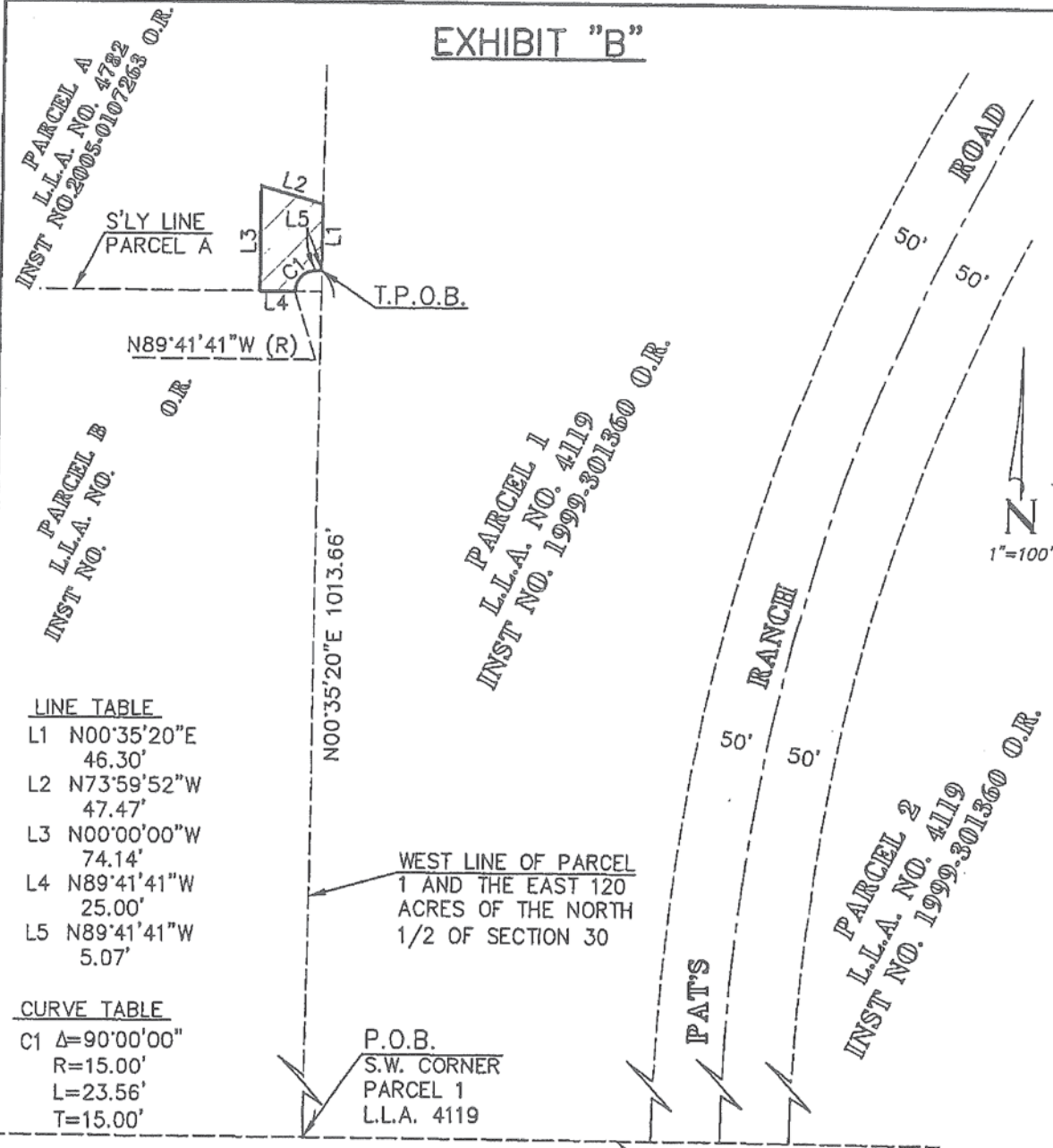
Hall & Foreman, Inc.
 Civil Engineering • Planning • Surveying • Public Works
 9130 Anaheim Place, Suite 120 • Rancho Cucamonga, CA 91730 • (909) 484-9090

DATE OF PREPARATION: 02/03/05

 INDICATES ACCESS EASEMENT

JOB NO. 04179
 U:\04179\Mapping\Legals\EA0417902.dwg

EXHIBIT "B"



LINE TABLE

L1	N00°35'20"E	46.30'
L2	N73°59'52"W	47.47'
L3	N00°00'00"W	74.14'
L4	N89°41'41"W	25.00'
L5	N89°41'41"W	5.07'

CURVE TABLE

C1	Δ=90°00'00"
	R=15.00'
	L=23.56'
	T=15.00'

TITLE:

**SECONDARY ACCESS EASEMENT
MIRA LOMA MARKET PLACE**

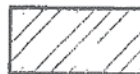


Hall & Foreman, Inc.

Civil Engineering • Planning • Surveying • Public Works
9130 Anaheim Place, Suite 120 • Rancho Cucamonga, CA 91730 • (909) 484-9090

DATE OF PREPARATION: 02/03/05

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



INDICATES ACCESS
EASEMENT

JOB NO. 04179

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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 $0^{\circ} 22' 45''$ EAST 310.00 FEET FROM THE NORTHEAST CORNER OF SAID PARCEL;

THENCE PARALLEL WITH THE NORTH LINE OF SAID PARCEL, SOUTH $89^{\circ} 20' 26''$ WEST 361.25 FEET TO THE WESTERLY LINE OF SAID PARCEL;

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING 3 COURSES:

SOUTH $01^{\circ} 01' 48''$ EAST 603.16 FEET;
THENCE SOUTH $05^{\circ} 23' 40''$ WEST 302.60 FEET;

THENCE SOUTH $02^{\circ} 56' 19''$ 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 $89^{\circ} 20' 26''$ EAST 380.61 FEET ALONG SAID SOUTHERLY LINE TO THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE NORTH $00^{\circ} 22' 45''$ 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.