

December 15, 2015

**VIA E-MAIL AND
OVERNIGHT MAIL**

Mr. Jensen Uchida
Project Manager
Energy Division, CEQA Unit
State of California
Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102-3298

Re: Response to October 27, 2015 Information Request;
CPUC Application No. A.15-04-013

Dear Mr. Uchida:

I am writing in response to your correspondence of October 27, 2015, asking for additional information in connection with the California Public Utilities Commission's ("CPUC") Energy Division's investigations for the preparation of the Subsequent Environmental Impact Report ("SEIR") for Southern California Edison's ("SCE") Riverside Transmission and Reliability Project ("RTRP"). For your convenience, a copy of that letter is attached as **Exhibit A**. This letter concerns the property you have referred to as the "Vernola Park Industrial Park property."

Our office previously corresponded with you regarding the Vernola Marketplace Apartments Community site, and we are pleased to submit additional information to you now with respect to the property located immediately north of that site, which the Owners call the "Phase B" site. The Phase B property is composed of some 8.3 acres and bears Assessor Parcel No. 152-640-003. Formal vesting is: Anthony P. Vernola, Successor Trustee of the Pat and Mary Anne Vernola Trust – Marital Trust, as to an undivided one half interest; and Anthony P. Vernola, Trustee of the Anthony P. Vernola Trust U/D/T dated October 18, 2000, as amended, as to an undivided one half interest (collectively "Owners").

The Phase B property is located within City of Jurupa Valley's Specific Plan 266 and the I-15 Corridor Specific Plan. As characterized in a letter from the City dated August 20, 2015, by Thomas G. Merrell, SP 266 is "fully entitled and nearly complete." Applicable excerpts from this letter are attached. (See, **Exhibit B** hereto, "Projects Within Edison's 230KV Transmission Line Path Table, project No. 4.) SP 266 has been the subject of a series of "substantial conformance" determinations since originally being adopted by the Riverside County Board of Supervisors in November 1993. A summary of the progress of development within SP 266 is attached hereto as

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Exhibit C. Current zoning for the Phase B property is I-P, Industrial Park; land use is L-I, Light Industrial; and the Phase B property is located within Planning Area 5 of SB 266.

It is important to note, however, that in Jurupa Valley Specific Plan Amendment 1401, approved March 2015, a portion of the SP 266 industrial area was removed, and added to the Vernola Marketplace Apartment Community. The Owners call this site “Phase B” because it was originally planned to be a portion of the Vernola Marketplace Apartments Community. An original concept plan submitted to the City included it as part of that development proposal. Excerpts from that integrated concept plan, including grading, are attached as **Exhibit D**. This integrated project was favorably reviewed by the City of Jurupa Valley Planning Commission at a workshop held November 26, 2013. The City of Jurupa Valley was receptive to the larger scaled project, for all of the reasons that caused it to approve the VMAC entitlements in March, 2015.

The ultimate rezoning reduced the portions of the SP 266 converted from industrial to residential uses. Some two hundred units of high density residential product originally proposed for Phase B, with drainage, access, and recreational facilities integrated between it and the current VMAC property to the south, have been forestalled. The residential units planned for the Phase B property were not included in the VMAC development entitlements, because the original plan was to secure the phased development entitlements for Phase B once the construction of Phase A was underway. Such sequencing was in part intended to allow reasonable market absorption of the Phase A units, and in part to phase the timing of obligations like development impact fees, dedications, subdivision bonding and improvement costs, construction financing, and planning and processing fees, to bring Phase B on line at a time when revenues were being realized from Phase A. This was to allow cash flow from Phase A to support Phase B. Under this sequencing, the initial management and marketing expenses from bringing Phase A on line could also be capitalized upon by Phase B, increasing the Phase B profitability. Of course, for all of the reasons already described to you in our prior letter regarding the VMAC Phase A, its construction still has not happened, and because of RTRP, is unlikely to occur anytime soon.

From this history, the Owners believe that a change in zoning to high density residential for the Phase B piece is highly likely, if it were pursued. The same policy and market reasons that underpinned the City of Jurupa Valley’s decision on Jurupa Valley Specific Plan Amendment 1401 apply equally to the Phase B property, and the demographic and market influences on both the City generally and the SP 266 environs specifically have not changed materially (except for the intervening progress of the RTRP and the controversies it has spawned) since then.

In terms of the Phase B property’s physical layout, it is in semi-finished condition. Water and sewer to the property are already provided by way of facilities placed pursuant to an easement to Pats’ Ranch Road. This easement was recorded March 11, 2005, attached as **Exhibit E**. The Phase B property also enjoys a secondary access easement over adjacent property, also by way of an easement recorded March 11, 2005, attached as **Exhibit F**.

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With this access and location, the Phase B property is ideally situated as a transitional piece between the commercially developed uses to the north (the Vernola Marketplace) and the Vernola Marketplace Apartment Community currently under development to the south. Therefore, the Phase B site takes both commercial and residential influences, providing the maximum flexibility for capitalizing on positive market influences from either segment.

With this background in mind, we provide the following responses to your October 27, 2015, request:

1. A description and conceptual site development layout, if available, depicting how the Vernola Trust property is intended to be developed.

There are no active development proposals now being pursued with respect to the Phase B property. The Owners have fielded inquiries from representatives of a number of different potential users, including medical office, grocery and village shops, and specialty retail, as might be expected for a site immediately adjacent to the Vernola Marketplace commercial development. However, the pendency of the RTRP, and the prospect that any development approvals that might be secured for this site would likely be subject to litigation by SCE and the Riverside Public Utilities (in the same manner as both such entities sued to challenge the approvals on the Vernola Marketplace Apartment Community), have chilled any reasonable opportunity to take advantage of current favorable market conditions. Thus, while the Owners have secured access to Pats' Ranch Road through previously-identified easements, and brought water, sewer, and other utilities to the site to make it "development-ready," at this point, development of the site sits in limbo pending resolution of the RTRP alignment and the many issues it raises.

2. Description and conceptual site development layout, if available, depicting how the Vernola Trust property would be configured if the RTRP project was built as shown in Figure 1, including the types and square footage of development uses that would be lost as a result of the proposed ROW, if applicable.

At this juncture, it is neither feasible nor realistic for the Phase B Owners to proceed with any type of conceptual development layout. The spectre of the RTRP casts too many complications over the site.

First, the acquisition of the proposed right-of-way as depicted in your drawing will pose significant site depth constraints to the Phase B property. The existing depth is approximately 360 feet. The proposed RTRP acquisition contemplates a direct loss of a minimum 100 feet, likely more. The Owners' engineers estimate up to 30 feet of additional width could be lost to slopes along the western alignment of the RTRP easement.

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The proposed RTRP Project wreaks havoc with the prior residential planning concepts so enthusiastically received by the City of Jurupa Valley. The proposed SCE access road will cut through the very heart of the property's developable area, serving as both a grading and on-site circulation "control point" that is dictated by SCE's needs, not those of the developer or the residents who ultimately will live there. On-site circulation demands, both for fire safety equipment and for the higher density residential uses contemplated (let alone for the heavy equipment SCE will undoubtedly bring on the site to service the transmission facilities), will be severely constrained, especially by the need for turnaround areas. Of course, should the property develop with residential uses, the market impact from immediately adjacent overhead electrical wires, both on aesthetics and perceptions of potential electromagnetic field complications, will further cripple the market appeal of the site. In short, the RTRP project essentially robs the Phase B site of any economically viable residential use, and perhaps any use.

Even ignoring the strong likelihood of a favorable zone change to higher density residential, and assuming the Phase B property proceeded under uses presently allowed as a matter of right, the remaining 230-foot (or less) site depth leaves significant challenges for development of the type of village shop or specialty retail commercial uses, which would be synergistic with the transitional area between more intensive commercial uses to the north and residential to the south. This is particularly true for the vast majority of commercial uses that require front parking fields.

Further, any commercial or light industrial development likely to occur will orient to the vehicular access point this property enjoys on Pats' Ranch Road. The areas of the right-of-way are therefore most likely to be devoted to "back of house" delivery and service functions, as is the case with the adjacent Lowe's on the Vernola Marketplace commercial development. By taking the area most suitable for these utilitarian uses, the overall square footage yield on the site is dramatically diminished. These constraints will pose significant challenges for parking, internal site circulation, and compliance with applicable setbacks.

Furthermore, to the extent the RTRP right-of-way does not align exactly along the westerly property line, the right-of-way corridor will cut-off "remnant" areas between the right-of-way and the freeway, rendering portions of the site stranded, and unusable. This would impair the site regardless of whether residential or commercial development is pursued.

The location of the proposed right-of-way is just the beginning of the challenges, however. SCE has a set of published policies for how it deals with the interface between the right of way rights it acquires with its transmission easements, and the residual rights of the owners from whose properties such easements are taken. These policies, denominated "Transmission Line Right of Way Constraints and Guidelines," are attached hereto as **Exhibit G**. Under this document, SCE reserves the right to review and approve any use of any of its right of way area, and many of the uses of adjoining property, on an individual "case by case basis." (See, **Exhibit G**, No. 1.) SCE

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requires 24/7 access to its transmission facilities (apparently including access rights over areas of the servient tenement needed to reach the right of way), prohibits any permanent, non-moveable structures or pipelines, and reserves the right to impose safety requirements or mitigation measures over third party users of both the right of way and the remaining property. (*Id.* at Nos. 2,3,5,11,13.) These policies pose cumbersome additional burdens, both procedural and substantive, on users of the remaining property, regardless of the type of development.

The requirement of a 50 foot minimum centerline radius on all access road curves also betrays the insufficiency of SCE's proposed 100 foot right of way. SCE dictates that roadways must be no less than 14 feet wide, with an additional two feet of swale or berm on either side. (*Id.* at No. 17.). The effect of these requirements taken together means that on curves in access roads (such as the one shown on the yellow line traversing the Phase B property on the diagram attached to your October 27, 2015 request), the minimum required distance will be **114 feet, or 118 feet with berms/swales**. (See, **Exhibit H** hereto.) SCE is therefore understating its right of way needs.

The overall result is an increase in risks associated with the development hurdles to bring market-appropriate uses to bear on the site, and the costs associated with engineering, financing, permitting, and construction required to make them a reality.

In addition, the Riverside County Flood Control and Water Conservation District ("County Flood") has a regional drainage facility that serves and traverses this area, known as the Day Creek MDP Line J ("Line J"). Line J crosses the Phase B property as depicted in **Exhibit I**. The RTRP proponents have yet to explain how their proposed 230 KV support structures, one of which is proposed to go directly within the previously existing easement held by County Flood and literally on top of Line J, will harmonize with this prior regional utility use. Furthermore, since the natural drainage pattern of the Phase B property is to the south and the property will drain to Line J, the "Constraints and Guidelines" pose a substantial grading and design burden on the property, to drain the portions of the property located within the approximately 2.3 acres of proposed right-of-way take. Because neither pipelines nor parallel/longitudinal encroachments are permitted by SCE, the natural drainage will all have to be redirected to the west, outside of the proposed right-of-way easement taking, if the site can be drained at all. Such drainage rerouting will require extra facilities, additional grading, and perhaps even a lift station to alter the site's natural drainage pattern to avoid SCE's contemplated easement.

Through prior environmental reporting on RTRP, the project proponents have failed to reconcile the constraints provided by Line J with their proposed uses, or to explain how the RTRP can be compatibly integrated with the existing easement and practical physical constraints created by the present reality of the Line J drainage facility. The Phase B Owners would hope and expect this utility conflict to be fully discussed in the Subsequent Environmental Impact report now being required of SCE and RPU.

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Your letter also makes reference to “lattice towers” for the RTRP development as it passes the Phase B site. We would appreciate identification of the source of your conclusion that the transmission line support structures as they cross this property will be lattice towers, as opposed to tubular steel poles. The Phase B Owners had been given to believe a tubular steel pole configuration was planned. Assuming lattice towers will be the case, however, they will require broader footprints and more temporary construction easement area encumbrances, as well as presenting broader “lay down” safety area profiles and increased turning radii for access roadways. The lattice towers also impose greater visual and aesthetic impact to the site, decreasing any ability of any potential commercial or industrial developments to take advantage of signage and other benefits from freeway frontage and visibility.

3. An overall timeline for construction and buildout of the Vernola Trust property.

Given all of the foregoing, the Phase B Owners simply cannot commit to a timeframe for development of the site, until the many questions, issues, and encumbrances RTRP presents are resolved. In the absence of the RTRP project, however, we estimate that this property would develop likely by 2018-19.

The Phase B Owners have had the property analyzed by Albert A. Webb Associates, engineers for a description of the development constraints the RTRP visits upon the site. Attached hereto as **Exhibit J** is a summary of the impacts they have found, many of which are discussed above.

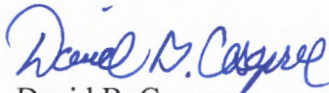
In sum, the advanced planning for development of the Phase B property has been stopped in its tracks with the RTRP. The site does not have sufficient depth dimension to absorb the constraints of the loss of approximately one-third of its developable area, particularly given pre-existing shape, access, and Line J drainage facility profiles. The pending RTRP project renders any realistic formulation of a development plan for the site presently futile, since prospective users are loathe to buy into a looming eminent domain action. This is compounded by the broad nature of rights SCE reserves to itself as a matter of policy, over both the direct right-of-way acquisition and the remaining property that supports it, given the permanent impacts SCE’s “Constraints and Guidelines” impose on the property for any user. The Owners’ work to date in securing access, water, and sewer to the site have essentially been stranded under the pall of uncertainty the RTRP creates for any viable future use of the site.

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We appreciate the opportunity to explain to you the impacts of the RTRP on this property, and we would be happy to follow-up with you on any additional information you might require on any of the points discussed above, or any related matter.

Very truly yours,

RUTAN & TUCKER, LLP


David B. Cosgrove

DBC:mrs

Enclosures: Exhibit A – October 27, 2015 Request for Information
Exhibit B – Thomas G. Merrell Letter of August 20, 2015 (Excerpts)
Exhibit C – Summary of Development under SP 266
Exhibit D – Phase B/VMAC Integrated Development and Grading Concept
Exhibit E – Road and Utility Easement
Exhibit F – Secondary Access Easement
Exhibit G – SCE “Constraints and Guidelines”
Exhibit H – On-Site Access Constraint diagram
Exhibit I – Line J on Phase B Property Diagram
Exhibit J – Engineering Constraint Summary Memo

EXHIBIT A

EXHIBIT A

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



October 27, 2015

Rick Bondar
McCune & Associates, Inc.
PO Box 1295
Corona, CA 92878

Re: Information Request for the Southern California Edison's Application for a Certificate of Public Convenience and Necessity for the Riverside Transmission and Reliability Project, CPUC Application No. A.15-04-013

Dear Mr. Bondar:

The California Public Utilities Commission's (CPUC) Energy Division is preparing a Subsequent Environmental Impact Report (SEIR) for Southern California Edison's (SCE) Riverside Transmission and Reliability Project (RTRP) under the California Environmental Quality Act (CEQA). This SEIR will build on the environmental analysis and findings contained in the Final EIR for this Project that was prepared by the City of Riverside and certified in October 2013, with a Notice of Determination (NOD) filed on February 6, 2013. This SEIR will also consider the administrative record documents and data since the NOD was filed, including the Protest filed by Rutan & Tucker, LLP on behalf of Vernola Trust to Southern California Edison's (SCE) Application for a Certificate of Public Convenience and Necessity for the RTRP (June 1, 2015).

As part of the CPUC's CEQA review, we require additional information in order to better understand the current baseline condition and to more accurately portray the potential effects on the Vernola Trust industrial park property located along the eastern side of Interstate 15, south of Limonite Avenue, in the City of Jurupa Valley. Specifically, the proposed ROW would traverse the western boundary of the site, as shown in Figure 1 below. We need to know if any of the proposed site components of this industrial park property would be in conflict with the proposed 100-foot RTRP right-of-way (ROW). The proposed SCE ROW shown in the EIR Preliminary 230 kV Project Layout would contain a lattice steel structure (number JD 4, as shown in Figure 1) and associated access roads. To better understand potential land use impacts, the CPUC requests the following additional information:

1. A description and conceptual site development layout, if available, depicting how the Vernola Trust property is intended to be developed.
2. A description and conceptual site development layout, if available, depicting how the Vernola Trust property would be configured if the RTRP Project was built as shown in Figure 1 including the types and square footage of development uses that would be lost as a result of the proposed ROW, if applicable.
3. An overall timeline for the construction and build-out of the Vernola Trust property.

We would appreciate your voluntary responses to this request for information. Please direct questions related to this application to me at (415) 703-5484 or Jensen.Uchida@cpuc.ca.gov.

Sincerely,



Jensen Uchida
Project Manager
Energy Division, CEQA Unit

cc: Mary Jo Borak, Supervisor
Jack Mulligan, CPUC Attorney
Jeff Thomas and Christine Schneider, Panorama Environmental, Inc.

Attachments:

Figure 1 - RTRP Layout, Vernola Trust Industrial Park Property Vicinity

Figure 1
RTRP Layout, Vernola Trust Industrial Park Property Vicinity



EXHIBIT B

EXHIBIT B

City of Jurupa Valley

**Brad Hancock, Mayor . Laura Roughton, Mayor Pro Tem .
Brian Berkson, Council Member . Frank Johnston, Council Member . Verne Lauritzen, Council Member**

August 20, 2015

Mr. Jensen Uchida
California Public Utilities Commission
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102

RE: Southern California Edison's Application for a Certificate of Public Convenience and Necessity for the Riverside Transmission & Reliability Project- A.15-04-013

Mr, Uchida,

In your letter of July 23, 2015, you requested information regarding the status of any projects that have been approved or are currently under review by the City in or adjacent to the proposed path of the proposed RTRP transmission line in order to assist the CPUC in its analysis of the SCE application for a Certificate of Public Convenience and Necessity.

As shown on the attached table and attachments, there are eight projects that have been entitled within the path of the RTRP line, and of those, three have been built and occupied. One of the remaining five (Riverbend) is well under construction and the other four are expected to begin construction soon. In addition, there are also seven existing, occupied projects that will be directly affected by the proposed line due to their close proximity. We used the safety area definition for the Chino Hills project and our recently adopted Environmental Justice Element (see definition, page 5 and land use policies beginning on page 16) as a guide in determining areas affected by the line, which includes a public park and an elementary school.

You should also be aware that all of the information contained in the attached project data sheets was offered to SCE in response to their data request, including copies of entitlement documents. We were surprised to see their submittal of July 21, 2015 did not include many of the projects on our list. We are pleased to have the opportunity to clarify the full scope of the potential impacts of this project on our community.

The attached project listing includes a summary table, an overall project site aerial with the general location of all projects shown by number or by letter and a set of project detail sheets. We are also prepared to provide detailed plans or entitlement documents upon your request.

Please don't hesitate to contact me if you need anything further. In the meantime, we look forward to meeting you and providing any further assistance when you make the trip for a site visit and scoping meeting.

Sincerely,



Thomas G. Merrell, AICP
Planning Director

cc: Gary Thompson, City Manager
George Wentz, Assistant City Manager
Jack M. Mulligan, CPUC Counsel

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Energy Division, CEQA Unit
August 20, 2015
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Attachments:

1. Summary Table – Projects Within Edison’s 230KV Transmission Line Path
2. Aerial Map – Projects Within or Affected by RTRP Path
3. Project Detail Sheets including site plans and tract maps
4. Environmental Justice Element of the City General Plan

PROJECTS WITHIN EDISON'S 230 KV TRANSMISSION LINE PATH				
PROJECT LISTING	PROJECT	PROJECT DESCRIPTION	ENTITLEMENT(S) INFORMATION	STATUS
1	Stratham Homes / Harmony Trails Location: Southeast corner of Cantu-Galleano and Wineville	176 single-family lot subdivision	Case Nos.: MA1407 (CZ1401 & TTM36692) Approval date: 12/4/14 Approving body: City Council	<ul style="list-style-type: none"> Submitted final map, recordation pending Submitted a grading permit application, permit issuance pending.
2	Turnleaf (William Lyon Homes) Location: East side of Wineville between Bellegrave and 300 feet north of Landon	111 single-family lots on 31.57 acres	Case Nos.: CZ06933 & TR31778 (TR31778-1) Approval date: 04/11/06 Approving body: County Board of Supervisors	<ul style="list-style-type: none"> Recorded final map All improvements and infrastructure are complete. Currently in Phase 3 development Total of 54 building permits have been issued. Total of 39 of 54 building permits have been finalized. Total of 27 homes are occupied, including those within the RTRP path
3	Thoroughbred Farms Specific Plan No. 376 and Parcel Map Location: Northwest corner of Bellegrave and Wineville (frontage on I-15 between	Master Planned Business Park on 108 gross acres	Case Nos.: CZ7619, SP376, & TPM36081 Approval date: 11/15/12 Approving body: City Council	Entitled; preliminary development plan submitted for determination of Substantial Conformance under Zoning Ordinance 348

	Bellegrave and Landon			
4	I-15 Corridor Specific Plan No. 266 Location: South of Bellegrave Ave.; east of Hamner Ave.; west of Wineville Ave.; and north of 68th Street	Total Area of Specific Plan: 747.5 acres <ul style="list-style-type: none"> • Single-Family dwelling units: 1,348 • Multi-family dwelling units: 1,352 • Commercial Area: 211.2 acres • Industrial Area: 32.5 acres 	Case No.: SP266 Approval dates original: 11/2/93 SC1: 2/3/98 SC2: 3/11/08 SC3: 03/3/09 SC4: 07/15/08 Approving body: County Board of Supervisors	Fully entitled and nearly complete; final phases include Vernola Marketplace Apartments approved March 2015 and Harvest Villages Phase 3; Studies in progress for design of I-15 frontage site north of Limonite
5	Vernola Marketplace Shopping Center (within I-15 Corridor Specific Plan) Location: Southwest corner of Limonite and Pat's Ranch	A 397,797 square foot commercial shopping center on 44.97 gross acres.	Case Nos: CZ07018, TPM32545, & PP19631 Approval date: 01/10/06 Approving body: County Board of Supervisor	Existing and operating Shopping Center
6	Vernola Marketplace Apartments (within I-15 Corridor Specific Plan) Location: Northwest corner of 68th Street and Pat's Ranch	397-unit multi-family residential apartment on 17.4 acres;	Case Nos. MA1485 (GPA1404, CZ1405, SP1401, & SDP31416) Approval date: 3/19/15 Approving body: City Council	Entitled. Final design and permit applications on hold due to litigation filed by SCE and RPU
7	Lennar / Riverbend Location: south of 68 th ; between I-15 and Dana	466 single-family homes on 211 gross acres	Case Nos.: MA1485 (GPA1404, CZ1405, SP1401, TTM36391, & SDP31416) Approval date: 10/17/13 Approving body: City Council	<ul style="list-style-type: none"> • Final map in process, recordation pending • Rough grading nearly complete • Curbs and gutter, storm

				<p>drain, water and sewer infrastructure constructed</p> <ul style="list-style-type: none"> • Perimeter sound wall approved & under construction.
8	<p>Goose Creek Golf Club Location: 11418 68th Street</p>	<p>Golf course on 153 acres.</p>	<p>Case No.: PP15352 Approval date: 04/04/09 Approving body: Planning Commission</p>	<p>Existing and operating golf course</p>

PROJECTS IN THE CITY OF JURUPA VALLEY WITHIN OR AFFECTED BY RTRP PATH

Numbered:
Within path
(see Project
Listing Key)

Lettered:
Affected
Projects

- A. IDI Industrial
- B. Vernola
Park
- C. Harvest
Village
residential
- D. Township
residential
- E. Elementary
School
- F. Riverdale
Estates
residential

I-15 Corridor
Specific Plan
Boundary
→

Approximate
RTRP Line
Route
→



PROJECT LISTING KEY

1. Stratham / Harmony Trails:
(Tentative Map, rezone, Development Plan)
2. William Lyon Homes /
Turnleaf: Final Map,
homes occupied
3. Thoroughbred Farms:
Specific Plan and Parcel Map
4. I-15 Corridor Specific Plan,
Master Plan - nearly complete
5. Vernola Marketplace Shopping
Center: complete
6. Vernola Marketplace Apartments:
GPA, rezone, development plan
7. Lennar / Riverbend: Tract
Map, Development Plan
8. Goose Creek Golf Club

EXHIBIT C

EXHIBIT C

**DEVELOPMENT OF THE I-15 CORRIDOR SPECIFIC PLAN
(SP 266-EIR 340)**

Table 1 - 1992 through September 2015

1. SP 266 and EIR 340 were approved in December of 1992. Attached Table 1 summarizes the approval of the Specific Plan and EIR and the subsequent Specific Plan Amendments, Substantial Conformances and Addendums to the EIR. SP 266 included 701.3 acres consisting of 1242 single family residential units, 968 multi-family units, 196.9 acres of commercial, and 34.2 acres of Industrial Park (see Appendix 1 for reference).
2. Substantial Conformance No. 1 to SP 266 was approved in February of 1998. The area of Specific Plan 266 was increased to 757.7 acres. The Land Use Plan was modified to include 1,340 single family residential units, 1,060 multi-family units, 214.1 acres of commercial, and 88.3 acres of Industrial Park (see Appendix 2 for reference).
3. SP 266, Amendment No. 1 and Addendum to EIR 340 were adopted in December of 2002. This Amendment allowed for development of 245 multi-family units for senior housing purposes in Planning Area 23. Therefore the total allowable multi-family units were increased to 1,305 (see Appendix 3 for reference).
4. SP 266, Amendment No. 2 and Substantial Conformance No. 4 were adopted in 2008. This Amendment modified Planning Area 23 and created Planning Areas 23A and 23B. The total number of multi-family units stayed the same as SP 266 Amendment No. 1 at 1305. The total number of residential units (single family and multi-family) also stayed the same at 2,645 (see Appendix 4 for reference).
5. Substantial Conformance No. 3 was adopted in March of 2009. This Substantial Conformance did not change the total number of residential units (2,645) The allowable number of units per Planning were adjusted to match the developed and/or approved number of units for each residential Planning Area (see Appendix 5 for reference).
6. City of Eastvale I-15 Corridor Specific Plan:
I-15 Corridor Specific Plan included areas west and east of I-15. Upon incorporation of the City of Eastvale, City of Eastvale I-15 Corridor Specific Plan was prepared to modify Planning Areas 23B and 1. The area of Planning Area 23B was reduced from 15 acres to 10 acres and the total allowable multi-family units was increased from 245 to 300. Thus, adding 55 units to the overall multi-family units (see Appendix 6 for reference).

7. City of Jurupa Valley I-15 Corridor Specific Plan Amendment (SPA 1401):
This Specific Plan Amendment was approved in conjunction with Vernola Marketplace Apartment project (SDP31416). Vernola Marketplace Apartment project was approved in March of 2015. A portion of the project was within Planning Area 5 of SP 266 and the remainder was outside of the SP 266 boundary. The Specific Plan Amendment modified the Specific Plan boundary and reduced the area of Planning Area 5 from 22.6 acres to 12.4 acres and the area of the Specific Plan was reduced to 747.5 acres. The entire Vernola Marketplace Apartment project is now outside of the Specific Plan area (see attached Appendix 7 for reference).

Table 2 - Current Status of SP266-EIR 340

Table 2 summarizes the projects built and under construction within the Specific Plan. Approximately 477 acres of the Specific Plan area is built or under construction and more than 90% of these projects are fully developed. Approximately 64% of the total Specific Plan area is either developed or under construction. 2013 dwelling units are built or under construction with more than 80% of dwelling units completed.

Table - 3 Projects to be Completed Within SP266-EIR 340

Table 3 summarizes the remainder of the Specific Plan area that is not currently under construction. The remaining Planning Areas include residential, commercial, and industrial developments. **Table 3** summarizes the allowable dwelling units for each of the residential areas and the acreages for commercial and industrial areas. With the exception of Planning Areas 1 and 5, the rest of undeveloped Planning Areas are within "Community Center Overlay" per the Riverside County General Plan. The footnotes summarize additional dwelling units that are allowed to be developed in the remaining Planning Areas.

The Riverside Transmission Reliability Project (RTRP) proposes a 10-mile double circuit 230 KV transmission line. A portion of this transmission line is proposed along I-15 Corridor Specific Plan 266 and it impacts Planning Areas 6, 7, 9, 11, 12, 20, 10, 13 & 5

TABLE 1
I-15 CORRIDOR SPECIFIC PLAN (SP 266 and EIR 340) APPROVALS

	DATE APPROVED	SP AREA ACRES	COMMERCIAL ACRES	INDUSTRIAL ACRES	SINGLE FAMILY DU'S	MULTI- FAMILY DU'S	TOTAL DU
Specific Plan 266, EIR 340	12/1992	701.3	196.9	34.2	1,242	968	2,210
Substantial Conformance 1 to SP 266	2/1998	757.7	214.1	42.7	1,340	1,060	2,400
S.P. Amendment No. 1, Addendum to EIR 340	12/2002	757.7	214.1	42.7	1,340	1,305	2,645
S.P. Amendment No. 2	3/2008	757.7	214.1	42.7	1,348	1,297	2,645
Substantial Conf. 4 ⁽¹⁾	7/2008	757.7	206.2	42.7	1,348	1,297	2,645
Substantial Conf. 3 ⁽¹⁾	3/2009	757.7	206.2	42.7	1,348	1,297	2,645
City of Eastvale I-15 Corridor Specific Plan ⁽²⁾	2/2012	757.7	211.2	42.7	1,348	1,352	2,700
City of Jurupa Valley SPA 1401 ⁽³⁾	3/2015	747.5	211.2	32.5	1,348	1,352	2,700

⁽¹⁾ Substantial Conformance No. 3 was submitted before Substantial Conformance No. 4; however Substantial Conformance No. 4 was approved prior to Substantial Conformance No. 3.

⁽²⁾ Upon incorporation of City of Eastvale, City of Eastvale I-15 Corridor Specific Plan was processed through the City of Eastvale.

⁽³⁾ City of Jurupa Valley SPA 1401 removed 10.2 ± acres of Industrial Park (IP) from the Specific Plan and added the area to Vernola Marketplace Apartment Community (Vernola Apartments) in March 2015

TABLE 2
SPECIFIC PLAN 266 and EIR 340
PROJECTS BUILT AND UNDER CONSTRUCTION

[illegible]

TABLE 3
SPECIFIC PLAN 266 and EIR 340
PROJECTS TO BE COMPLETED

[illegible]

Table IV-1, I-15 Corridor Specific Plan - Land Use Summary

PLANNING AREA	DESIGNATION	ACRES (GROSS)	UNITS	D/U PER ACRE
3	MH	50.8	244	4.8
8	M	75.6	273	3.6
10	M	36.9	140	3.8
13	M	95.8	364	3.8
16	M	39.2	118	3.0
17	M	37.4	112	3.0
19	M	29.6	89	3.0
Total Single Family:		365.3	1,340	3.7
4	H	61.5	738	12.0
23 ³	H	34.7 ³	322 ³	9.3 ³
Total Multi-Family		96.2	1,060³	11.0³
1	C	40.0	--	--
2	C	50.4	--	--
6	C	16.5	--	--
7	C	18.6	--	--
9	C	9.1	--	--
11	C	32.3	--	--
12	C	13.4	--	--
22	C	25.9	--	--
Total Commercial:		206.2	--	--
5	IP	22.6		
20	IP	20.1		
Total Industrial Park		42.7		
14	P	20.0	--	--
15	S	10.0	--	--
18	S	10.0	--	--
21	P	5.0		
24	PF	2.3	--	--
Total Public Facilities		47.3		
TOTAL:		757.7	2,400³	

³ Development of Planning Area 23 pursuant the senior citizen housing alternative, as described in Section IV.B.23, will result in a portion of the planning area being developed with a maximum of 322 multi-family dwelling units at a maximum density of 20.0 DU/AC and a portion of the planning area developed with 245 multi-family dwelling units for senior citizens at a maximum density of 36.0 DU/AC. Additionally, the total number of multi-family dwelling units within the I-15 Corridor Specific Plan will increase to 1,305 units at an overall density of 13.6 DU/AC and total residential units within the specific plan will increase to 2,645 units.

LEGEND

PLANNING AREA | ZONING

VERNOLA MARKETPLACE | R-3 (GENERAL RESIDENTIAL)

PA 5 | I-P (INDUSTRIAL PARK)

PA 9 | C-P-S (SCENIC HIGHWAY COMMERCIAL)

PA 12 | C-P-S (SCENIC HIGHWAY COMMERCIAL)

PA 20 | I-P (INDUSTRIAL PARK)

PA 10 | R-1 (RESIDENTIAL ONE-FAMILY DWELLINGS)

PA 13 | R-1 (RESIDENTIAL ONE-FAMILY DWELLINGS)

HYPOALIGNMENT

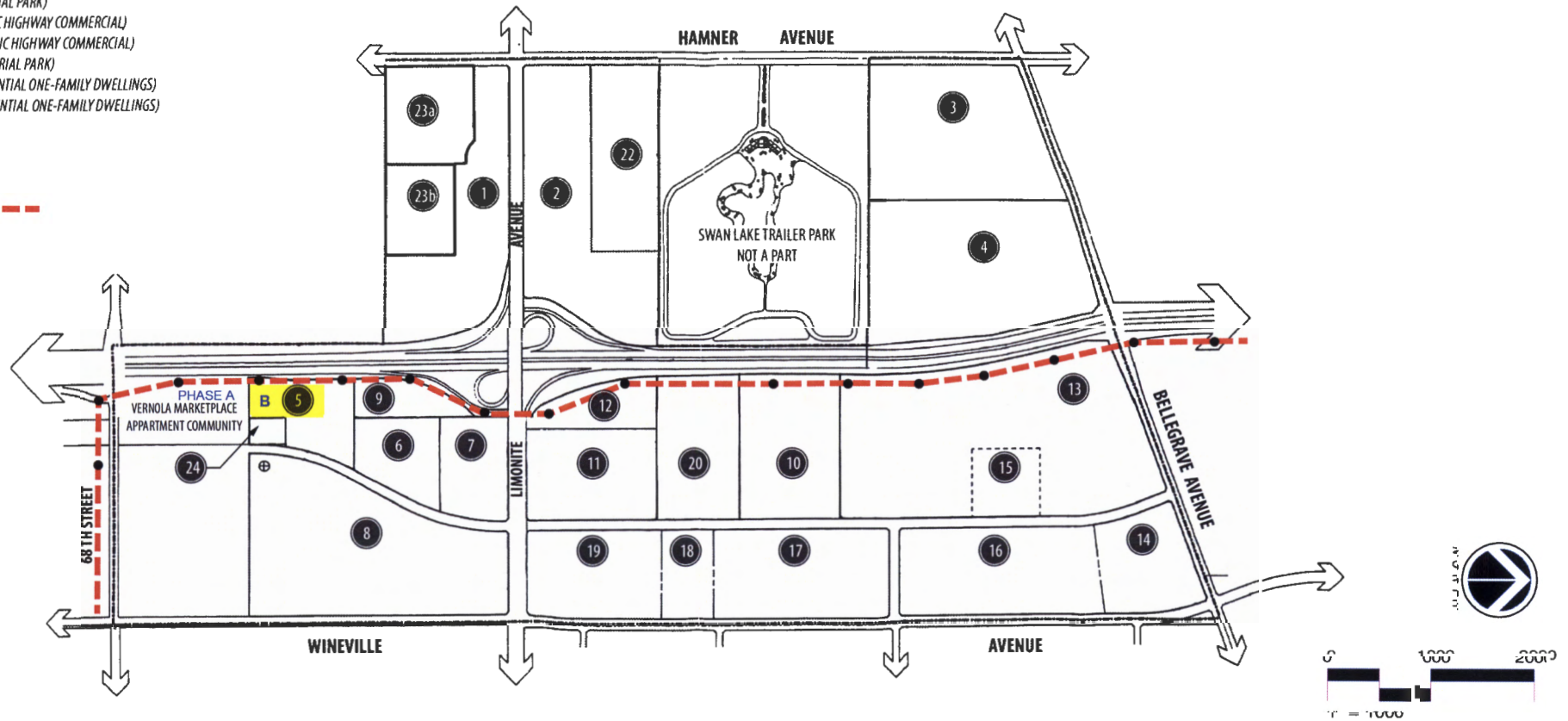


EXHIBIT D

EXHIBIT D



LOUIS
VANDERMOLLEN
FUNDAMENTAL
ELEMENTARY
SCHOOL

LIMONITE
MEADOWS
PARK

VERNOLA MARKETPLACE

B

MARKETPLACE APARTMENTS

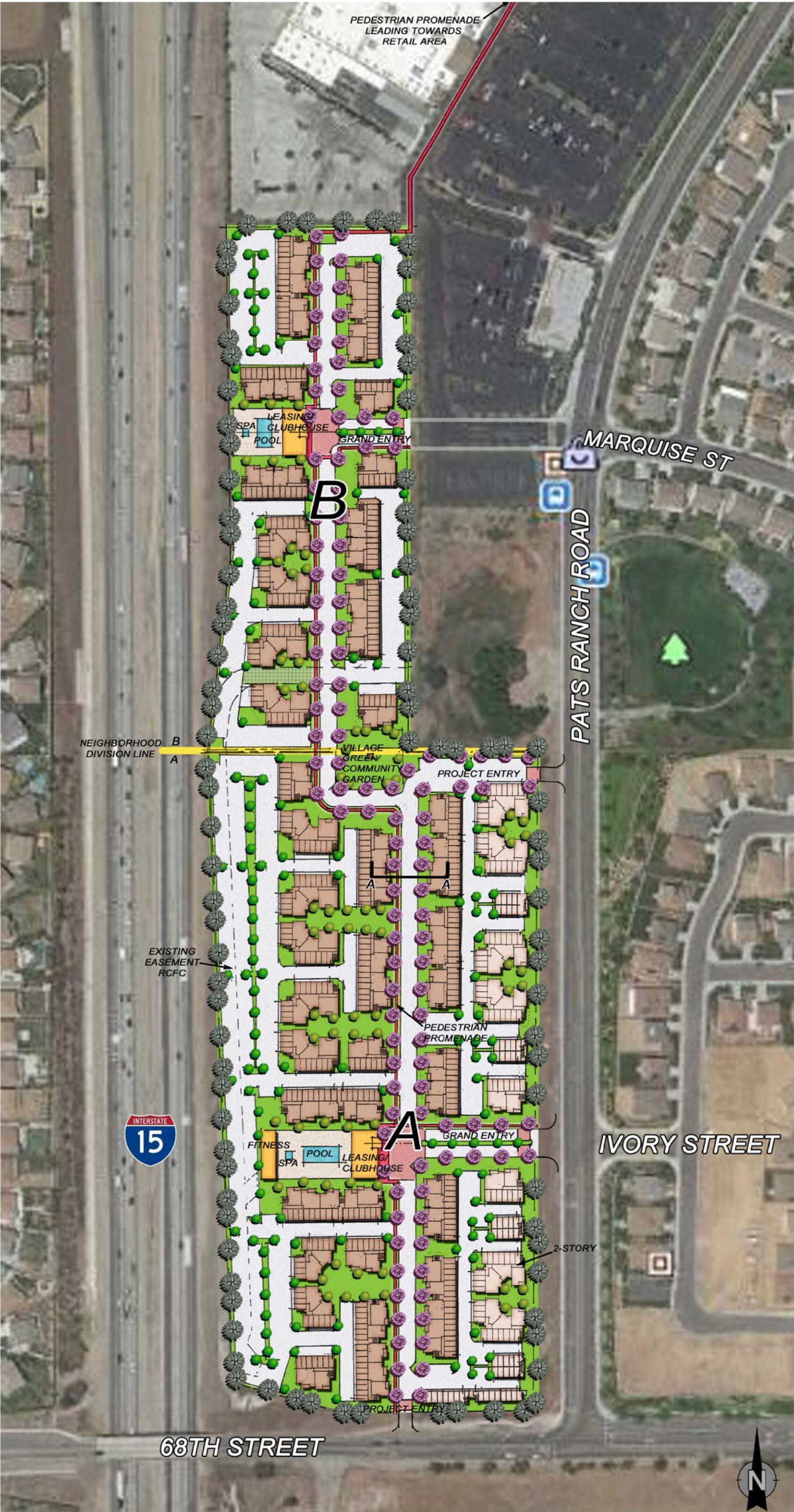
A

VERNOLA

I-15 ACCESS

15

AT THE GATEWAY TO THE JURUPA VALLEY



Vernola Marketplace Apartment Community

OVERALL SUMMARY

597 UNITS
25.7 ACRES
23.2 DU/AC NET
2 AND 3 STORY BUILDINGS

MIX

A1	1 BEDROOM/1 BATH	110 CARRIAGE FLAT
A2	1 BEDROOM/1 BATH	107 STACKED FLAT
A3	1 BEDROOM/1 BATH	25 STACKED FLAT - INSIDE CORNER
		242 41% 1 BEDROOM
B1	2 BEDROOM/2 BATH	120 CARRIAGE FLAT
B2	2 BEDROOM/2 BATH	106 STACKED FLAT
B3	2 BEDROOM/2 BATH	72 STACKED FLAT - WRAP AROUND STAIR
B4	2 BEDROOM/2 BATH	8 REMOTE CARRIAGE FLAT
B5	2 BEDROOM/2 BATH	25 STACKED FLAT - INSIDE CORNER
		331 56% 2 BEDROOM
C1	3 BEDROOM/2 BATH	24 END STACKED FLAT
		24 4% 3 BEDROOM
TOTAL		597

PARKING

REQUIRED	
242 1 BEDROOM UNITS X 1.25 SPACES/DU	303
331 2 BEDROOM UNITS X 2.25 SPACES/DU	745
24 3 BEDROOM UNITS X 2.75 SPACES/DU	66
TOTAL	1,114 (1.87/DU) 1 COVERED/DU REQ.

PROVIDED	
ONE CAR GARAGES	492
CARPORTS	105 (597 GARAGES OR CARPORTS)
OPEN	375
PARALLEL	102
SUB TOTAL	1,074 (1.80/DU)
APRON	126
GRAND TOTAL	1,200 (2.01/DU)

NOTES

1. THE ABOVE PARKING ASSUMES ALL STANDARD PARKING STALLS AT 9' X 18'.
2. UP 20% OF TOTAL PARKING CAN BE COMPACT STALLS AT 8.5' X 16' (NOT UTILIZED ON SITE PLAN).
3. AISLE WIDTHS ARE 24' FOR STANDARD AND 23' FOR COMPACT (FIRE MAY REQUIRE ADDITIONAL WIDTH).
4. SINGLE CAR GARAGES ARE PROVIDED AT 10' X 20' CLEAR.
5. CARPORTS NOT SHOWN ON SITE PLAN.

B NEIGHBORHOOD

200 UNITS
8.3 ACRES
24.1 DU/AC NET
3 STORY BUILDINGS

MIX

A1	1 BEDROOM/1 BATH	54 CARRIAGE FLAT
A2	1 BEDROOM/1 BATH	30 STACKED FLAT
		84 42% 1 BEDROOM
B1	2 BEDROOM/2 BATH	26 CARRIAGE FLAT
B2	2 BEDROOM/2 BATH	42 STACKED FLAT
B3	2 BEDROOM/2 BATH	42 STACKED FLAT - WRAP AROUND STAIR
		110 55% 2 BEDROOM
C1	3 BEDROOM/2 BATH	6 END STACKED FLAT
		6 3% 3 BEDROOM
TOTAL		200

PARKING

REQUIRED	
84 1 BEDROOM UNITS X 1.25 SPACES/DU	105
110 2 BEDROOM UNITS X 2.25 SPACES/DU	248
6 3 BEDROOM UNITS X 2.75 SPACES/DU	17
TOTAL	370 (1.85/DU) 1 COVERED/DU REQ.

PROVIDED	
ONE CAR GARAGES	131
CARPORTS	69 (200 GARAGES OR CARPORTS)
OPEN	130
PARALLEL	43
SUB TOTAL	373 (1.87/DU)
APRON	33
GRAND TOTAL	406 (2.03/DU)

A NEIGHBORHOOD

397 UNITS
17.4 ACRES
22.8 DU/AC NET
2 AND 3 STORY BUILDINGS

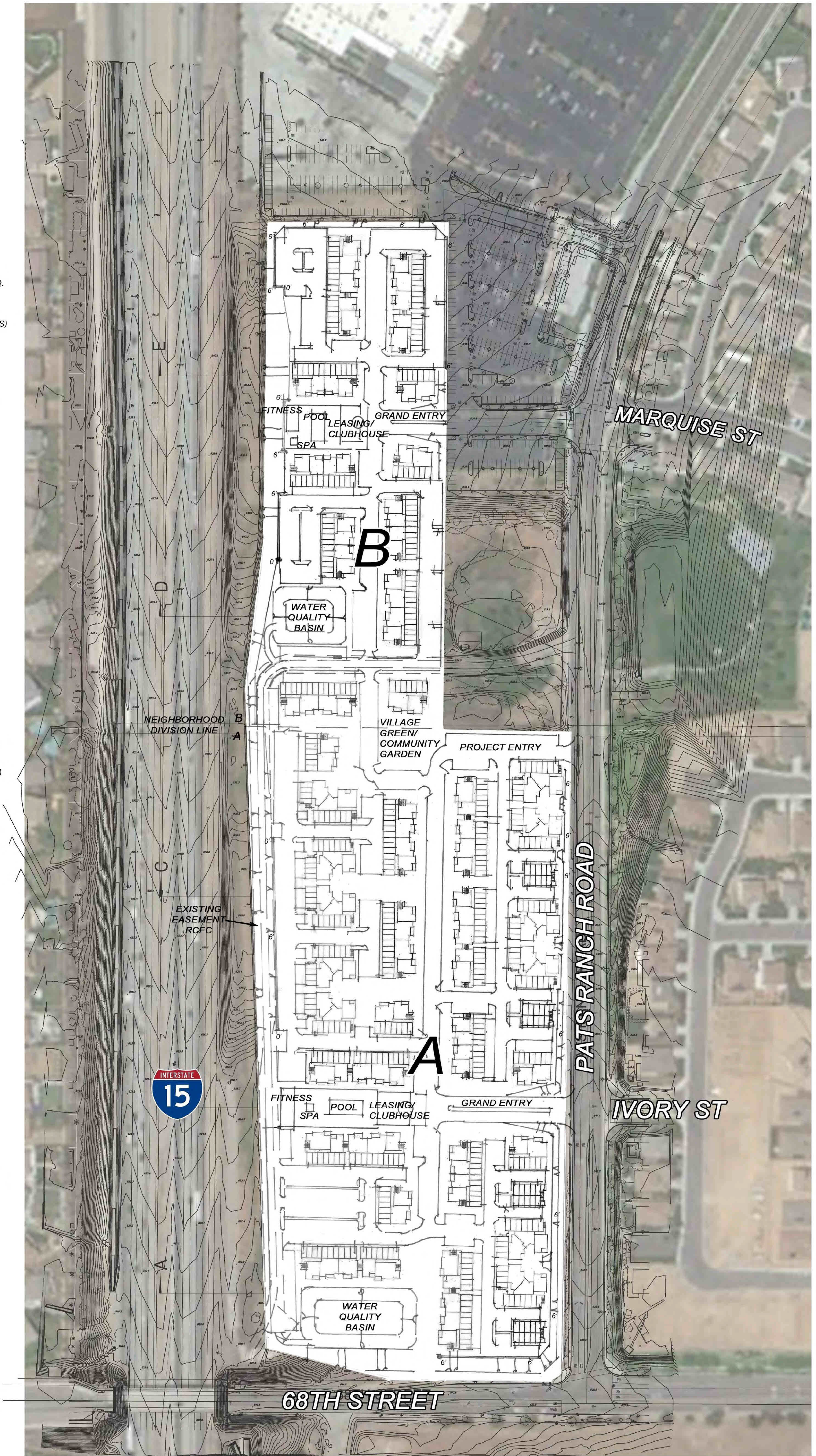
MIX

A1	1 BEDROOM/1 BATH	56 CARRIAGE FLAT
A2	1 BEDROOM/1 BATH	77 STACKED FLAT
A3	1 BEDROOM/1 BATH	25 STACKED FLAT - INSIDE CORNER
		158 40% 1 BEDROOM
B1	2 BEDROOM/2 BATH	94 CARRIAGE FLAT
B2	2 BEDROOM/2 BATH	64 STACKED FLAT
B3	2 BEDROOM/2 BATH	30 STACKED FLAT - WRAP AROUND STAIR
B4	2 BEDROOM/2 BATH	8 REMOTE CARRIAGE FLAT
B5	2 BEDROOM/2 BATH	25 STACKED FLAT - INSIDE CORNER
		221 56% 2 BEDROOM
C1	3 BEDROOM/2 BATH	18 END STACKED FLAT
		18 5% 3 BEDROOM
TOTAL		397

PARKING

REQUIRED	
158 1 BEDROOM UNITS X 1.25 SPACES/DU	198
221 2 BEDROOM UNITS X 2.25 SPACES/DU	498
18 3 BEDROOM UNITS X 2.75 SPACES/DU	50
TOTAL	746 (1.88/DU) 1 COVERED/DU REQ.

PROVIDED	
ONE CAR GARAGES	361
CARPORTS	36 (397 GARAGES OR CARPORTS)
OPEN	245
PARALLEL	59
SUB TOTAL	701 (1.77/DU)
APRON	93
GRAND TOTAL	794 (2.0/DU)



0 50' 100' 200'
SCALE: 1"=100'-0" NORTH

VERNOLA MARKETPLACE APARTMENTS

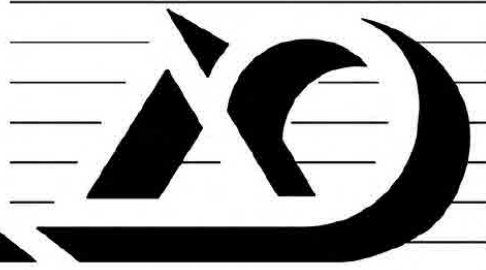
JURUPA VALLEY, CA

ARCHITECTS ORANGE

144 NORTH ORANGE ST., ORANGE, CALIFORNIA 92866 (714) 639-9860

2013-183

MAY 21, 2014



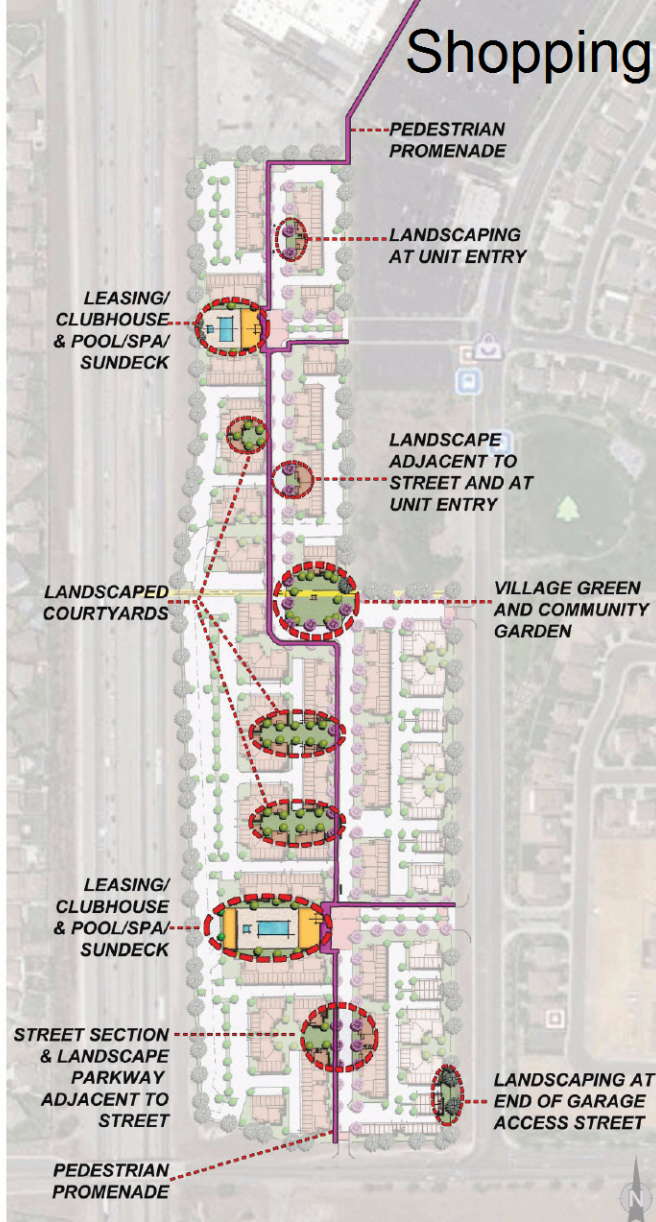
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- GRAND ENTRIES
- SECONDARY ENTRIES
- NORTH-SOUTH INTERNAL DRIVE
- OPEN PARKING
- GARAGES / MOTORCOURTS

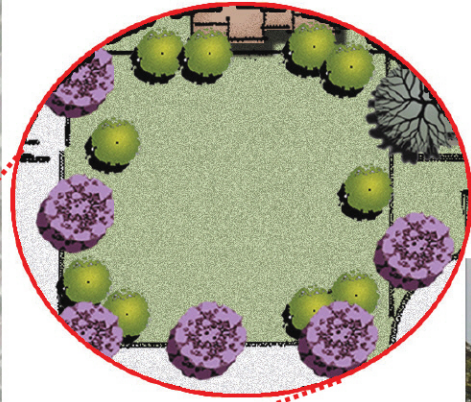
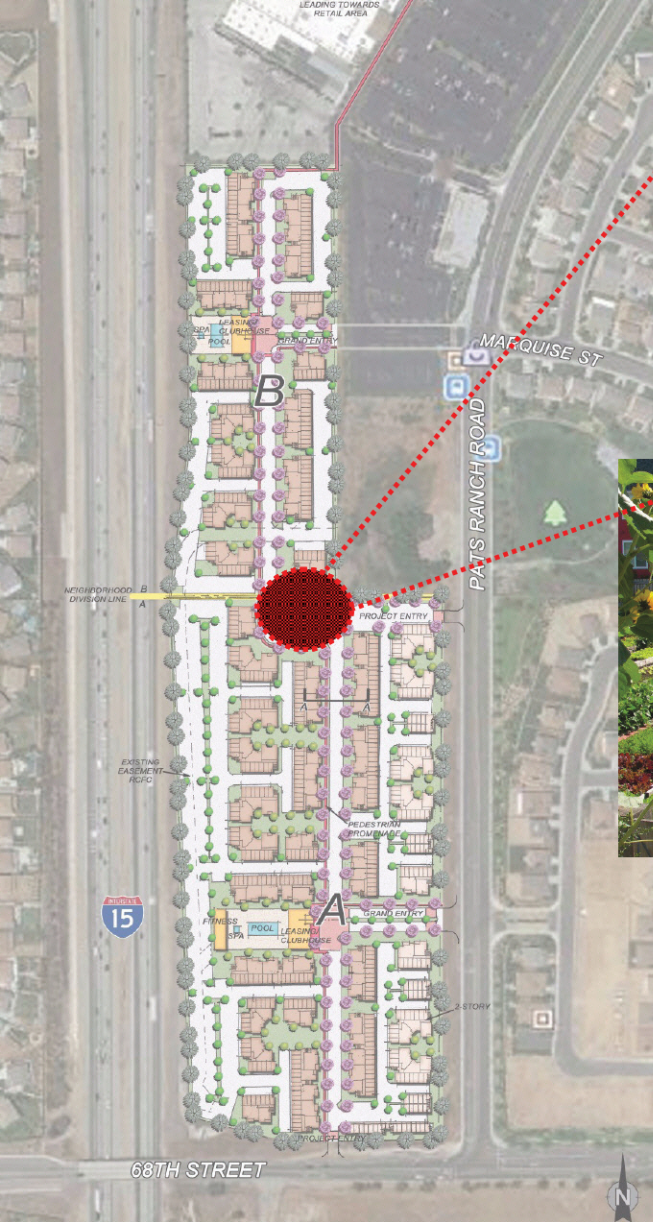
NEIGHBORHOOD CIRCULATION COMPONENTS

Shopping & Entertainment



WALKING TOUR “STRING OF PEARLS”

Connecting to Vernola Marketplace

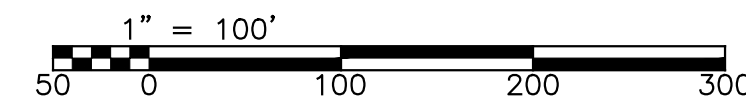
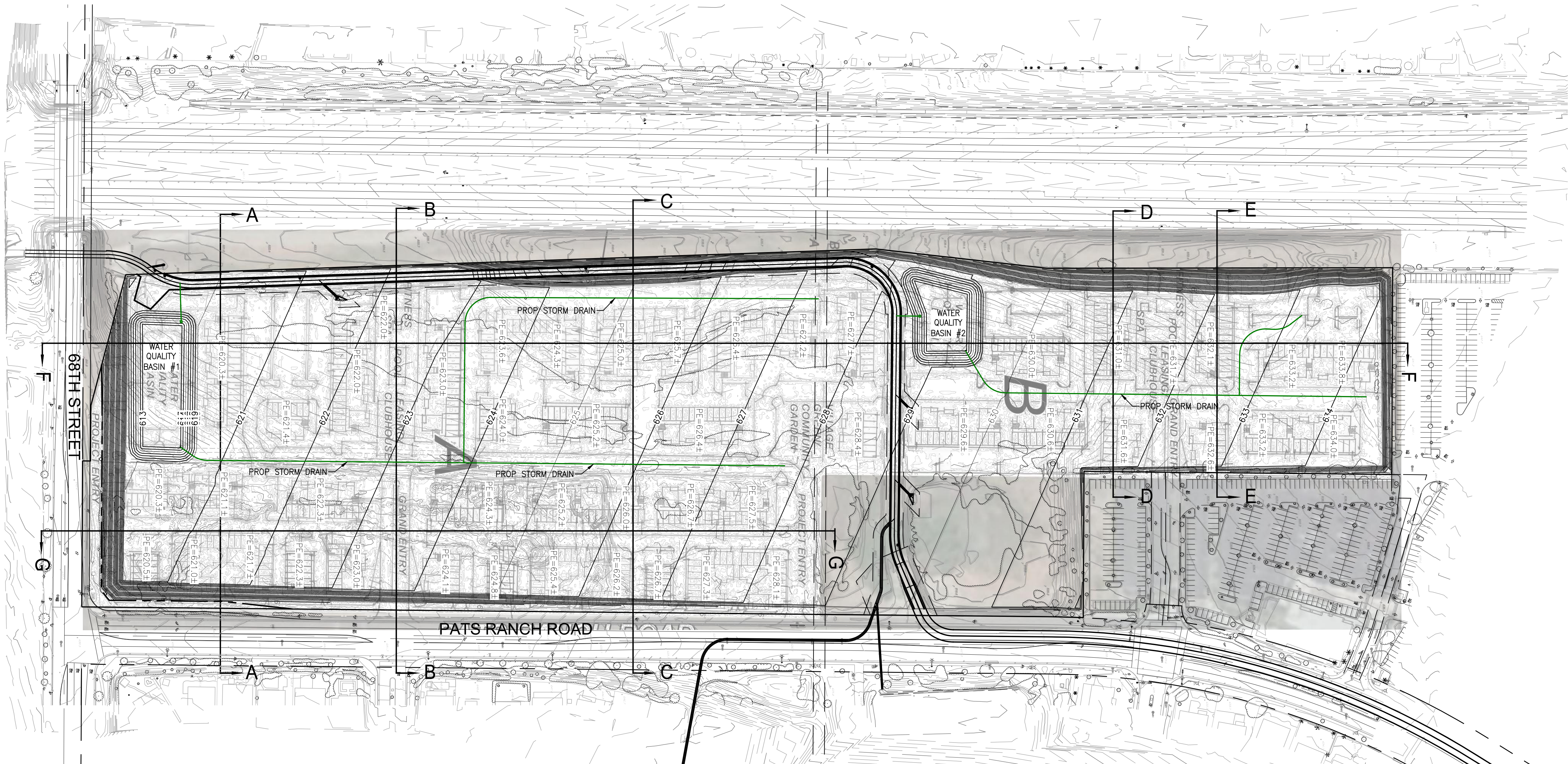
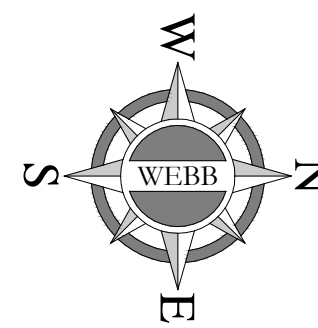


VILLAGE GREEN & COMMUNITY GARDEN

SHARED BETWEEN PHASES A & B

VERNOLA MARKETPLACE APARTMENTS

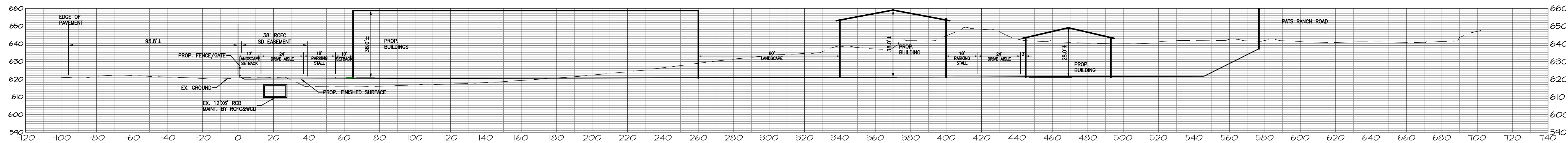
CONCEPTUAL GRADING STUDY



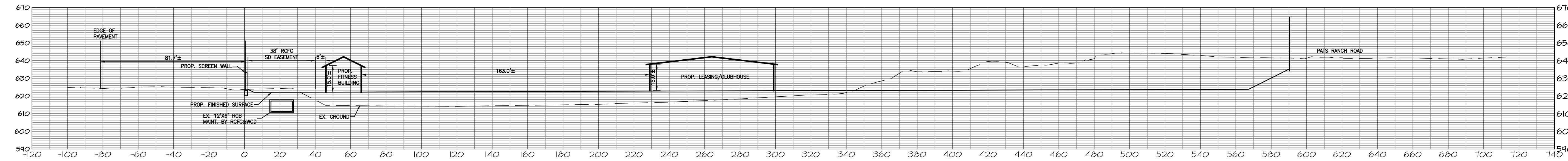
VERNOLA - TURNER
CITY OF JURUPA VALLEY

APARTMENT SITE
CONCEPTUAL GRADING STUDY

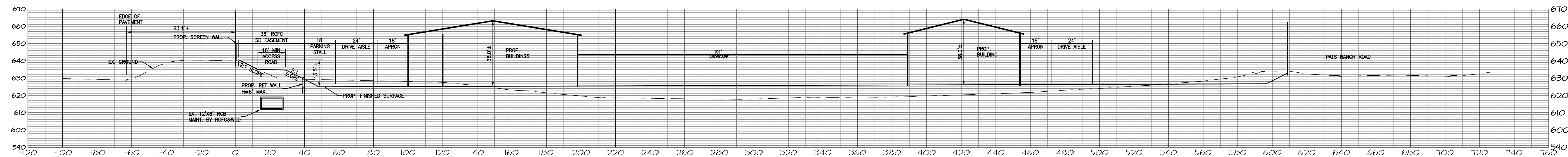
SCALE: 1" = 100'	ALBERT A. WEBB ASSOCIATES	ENGINEERING CONSULTANTS 3788 McCRAV STREET RIVERSIDE, CA 92506 PH. (951) 686-1070 FAX (951) 788-1256	W.O. 13-0240 SHEET 1 OF 2 SHEETS DWG. NO.
DATE: 2/18/2014	JKA		
DESIGNED:			
CHECKED:			
PLN CK REF:			
F.B.			



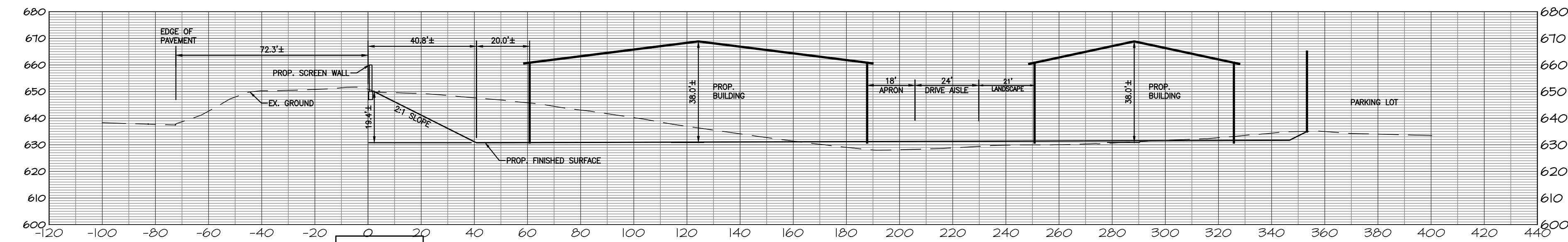
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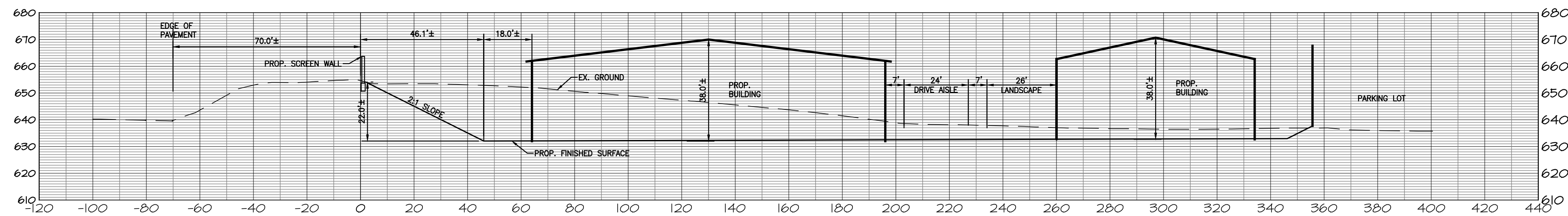
SECTION B-B



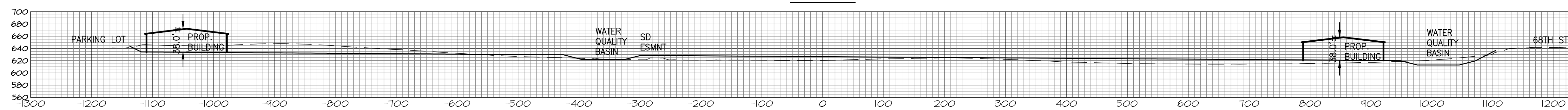
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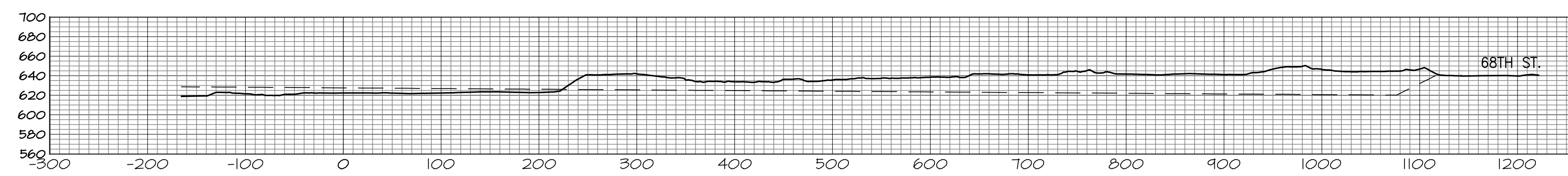
SECTION D-D



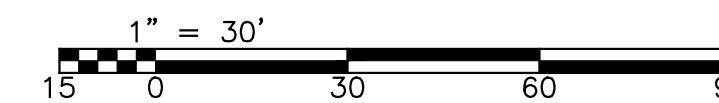
SECTION E-E



SECTION F-F



SECTION G-G



VERNOLA - TURNER
CITY OF JURUPA VALLEY

APARTMENT SITE
CONCEPTUAL GRADING

SCALE: 1" = 30'	ALBERT A. ENGINEERING CONSULTANTS	W.O. 13-0240
DATE: 2/18/2014	3788 McCRAV STREET	SHEET
DESIGNED: JKA	RIVERSIDE, CA 92506	2
CHECKED:	PH. (951) 686-1070	OF 2 SHEETS
PLN CK REF:	FAX (951) 788-1256	DWG. NO.
F.B.		

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

70



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

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

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


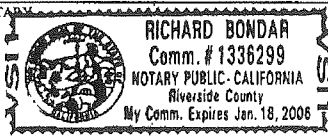
Signed
in
Counterpart

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 <u>Orange SAN BERNARDINO</u></p> <p>On <u>3-10-05</u>, before me, <u>RICHARD BONDAR</u>, <small>DOE, NOTARY PUBLIC</small> <small>DATE</small> <small>NAME, TITLE OF OFFICER - E.G., "JANE"</small></p> <p>personally appeared <u>ANTONIO P. VERDUZA</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 style="text-align: center;"><small>SIGNATURE OF NOTARY</small></p> <div style="text-align: center;">  </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><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>SIGNER IS REPRESENTING: <small>NAME OF PERSON(S) OR ENTITY(IES)</small></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.

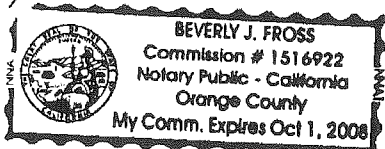
THIS CERTIFICATE

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>)</p> <p>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 DOE, NOTARY PUBLIC"</small></p> <p>personally appeared <u>Gerald Sappington</u>, <small>NAME(S) OF SIGNER(S)</small></p> <p><u>X</u> 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><u>Beverly Fross</u> <small>SIGNATURE OF NOTARY</small></p> <div style="text-align: center;">  </div>	<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL(S)</p> <p><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)</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>SIGNER IS REPRESENTING: <small>NAME OF PERSON(S) OR ENTITY(IES)</small></p> <p><u>Hopkins Real Estate Group</u></p>
--	---

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 DESCRIPTION OF THE ROAD EASEMENT

[attached]

EXHIBIT "A"

TO ROAD AND UTILITY EASEMENT
AGREEMENT/EAST-WEST

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

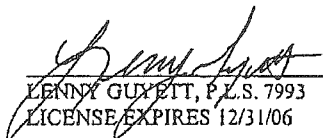
A STRIP OF LAND 50.00 FEET WIDE, LYING WITHIN A PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT NO 4119, IN RIVERSIDE COUNTY, STATE OF CALIFORNIA RECORDED JULY 7, 1999 AS INSTRUMENT NO. 1999-301360 OF OFFICIAL RECORDS OF SAID COUNTY, THE CENTERLINE OF SAID STRIP MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

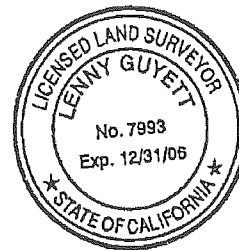


EXHIBIT "B"
DIAGRAM OF ROAD EASEMENT

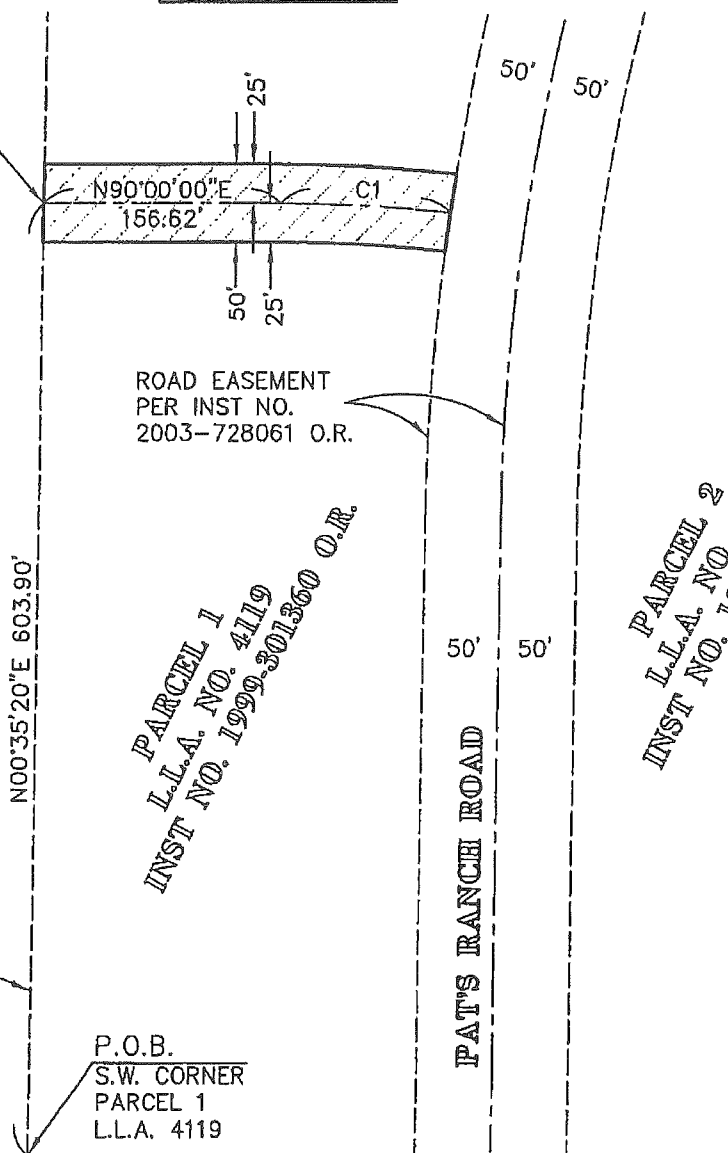
[attached]

EXHIBIT "B"

CURVE TABLE

C1 $\Delta=6^{\circ}24'25''$
 $R=993.00'$
 $L=111.04'$
 $T=55.58'$

T.P.O.B.



ROAD EASEMENT
 PER INST NO.
 2003-728061 O.R.

PARCEL 1
 L.L.A. NO. 4119
 INST NO. 1999-301360 O.R.

PARCEL 2
 L.L.A. NO. 4119
 INST NO. 1999-301360 O.R.

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

DATE OF PREPARATION: 02/03/05



INDICATES INGRESS
 EGRESS AND UTILITY
 EASEMENT.

JOB NO. 04179

U: \04179\Mapping\Legals\EA0417901.dwg

EXHIBIT "C"

LEGAL DESCRIPTION OF THE PROPERTY

[attached]

EXHIBIT "C"

TO ROAD AND UTILITY EASEMENT
AGREEMENT/EAST-WEST

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 $89^{\circ}39'10''$ 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 $00^{\circ}20'50''$ 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 $00^{\circ}20'50''$ 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 $31^{\circ}46'34''$, AN ARC DISTANCE OF 776.43 FEET;

THENCE SOUTH $31^{\circ}25'44''$ 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 $31^{\circ}31'51''$, AN ARC DISTANCE OF 770.44 FEET;

THENCE SOUTH $00^{\circ}06'07''$ 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 $89^{\circ}38'12''$ 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.

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

Signature of HopRock:

HOPROCK LIMONITE, LLC,
a Delaware limited liability company

By: _____
Its: _____

Signed
in
counterpart

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
ITS MANAGING MEMBER

Signed
in
Counterpart

ALL PURPOSE ACKNOWLEDGMENT

<p>STATE OF <u>California</u>)</p> <p>COUNTY OF <u>Orange</u> <u>SUB BENAVIDO</u>)</p> <p style="text-align: right; margin-right: 50px;"><u>RICHARD BONDAR</u></p> <p>On <u>3-16-65</u>, before me, <u>NOTARY PUBLIC</u>,</p> <p style="text-align: center; font-size: small;">DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"</p> <p>personally appeared <u>ANTONIO A. VERAVAL</u></p> <p style="text-align: center; font-size: small;">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="margin-top: 20px;">Witness my hand and official seal.</p> <div style="margin-top: 10px;"> <div style="display: flex; align-items: center;"> <div style="flex: 1; border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="flex: 1; text-align: center; font-size: small;"> <p>SIGNATURE OF NOTARY</p> </div> </div> </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 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 style="margin-top: 20px;">SIGNER IS REPRESENTING:</p> <p style="text-align: center; font-size: small;">NAME OF PERSON(S) OR ENTITY(IES)</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.

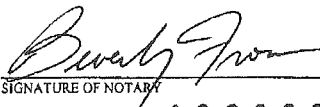
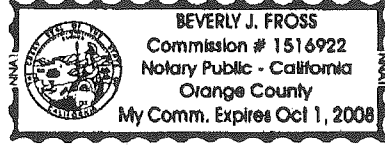
THIS CERTIFICATE

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>)</p> <p>COUNTY OF <u>Orange</u>)</p> <p>On <u>March 10, 2005</u>, before me, <u>Beverly Fross</u>,</p> <p style="font-size: small;">DOE, NOTARY PUBLIC" DATE NAME, TITLE OF OFFICER - E.G., "JANE</p> <p>personally appeared <u>Gerald Sappington</u>,</p> <p style="font-size: small;">NAME(S) OF SIGNER(S)</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 style="text-align: center;"> SIGNATURE OF NOTARY</p> <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 checked="" type="checkbox"/> OFFICER(S)</p> <p style="margin-left: 20px;"><u>CFD</u></p> <p style="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>SIGNER IS REPRESENTING:</p> <p style="font-size: small;">NAME OF PERSON(S) OR ENTITY(IES)</p> <p style="margin-left: 20px;"><u>Hopkins Real Estate Group</u></p>
--	---

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]

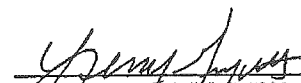
EXHIBIT "A"
LEGAL DESCRIPTION
(ACCESS EASEMENT)

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



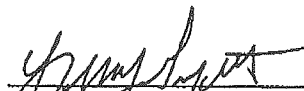
EXHIBIT "A"
LEGAL DESCRIPTION
(ACCESS EASEMENT)

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

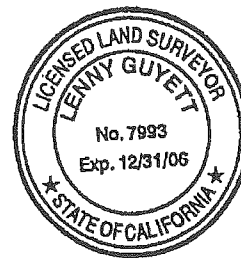
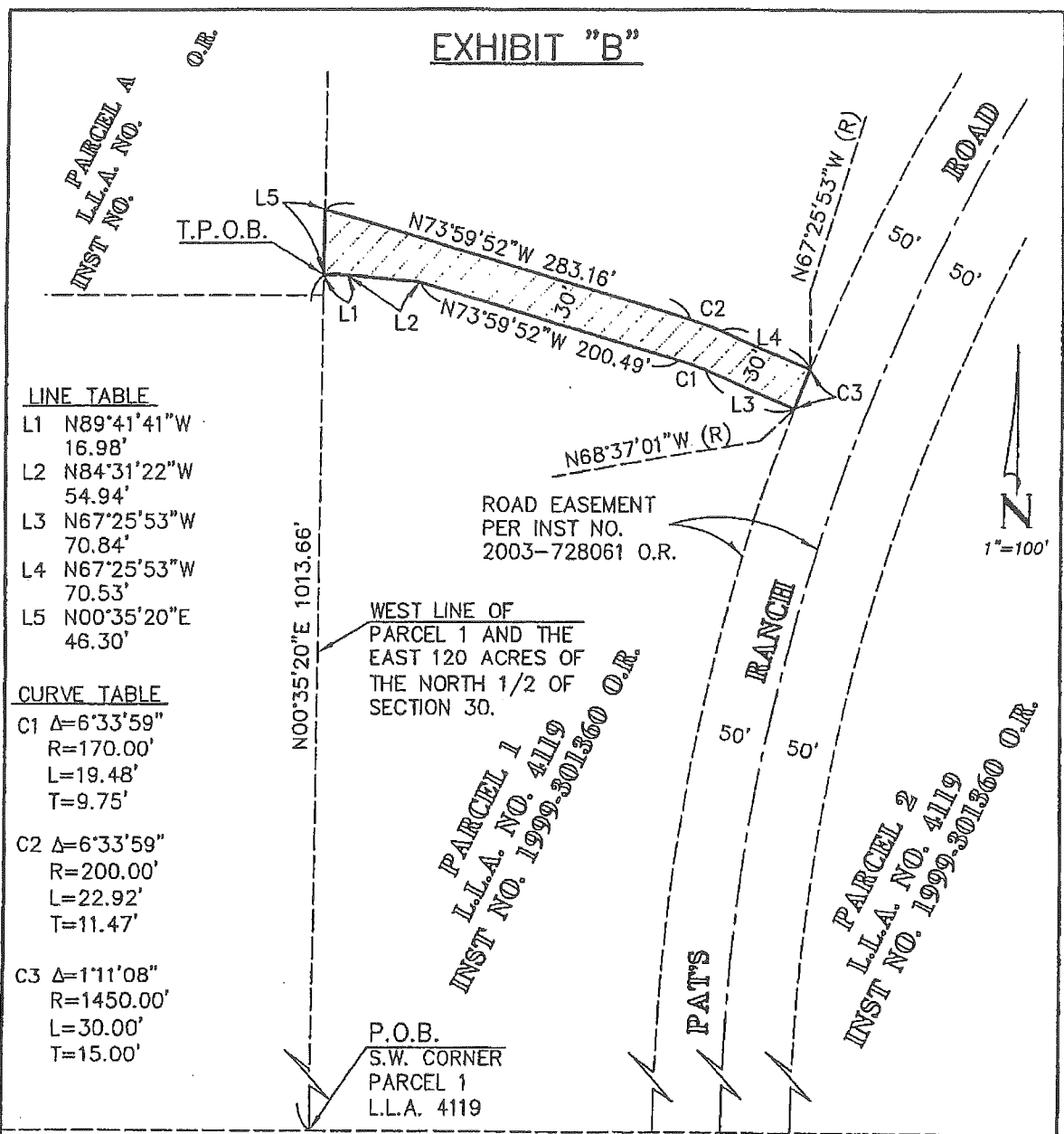


EXHIBIT "B"
DIAGRAMS OF EASEMENT

[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

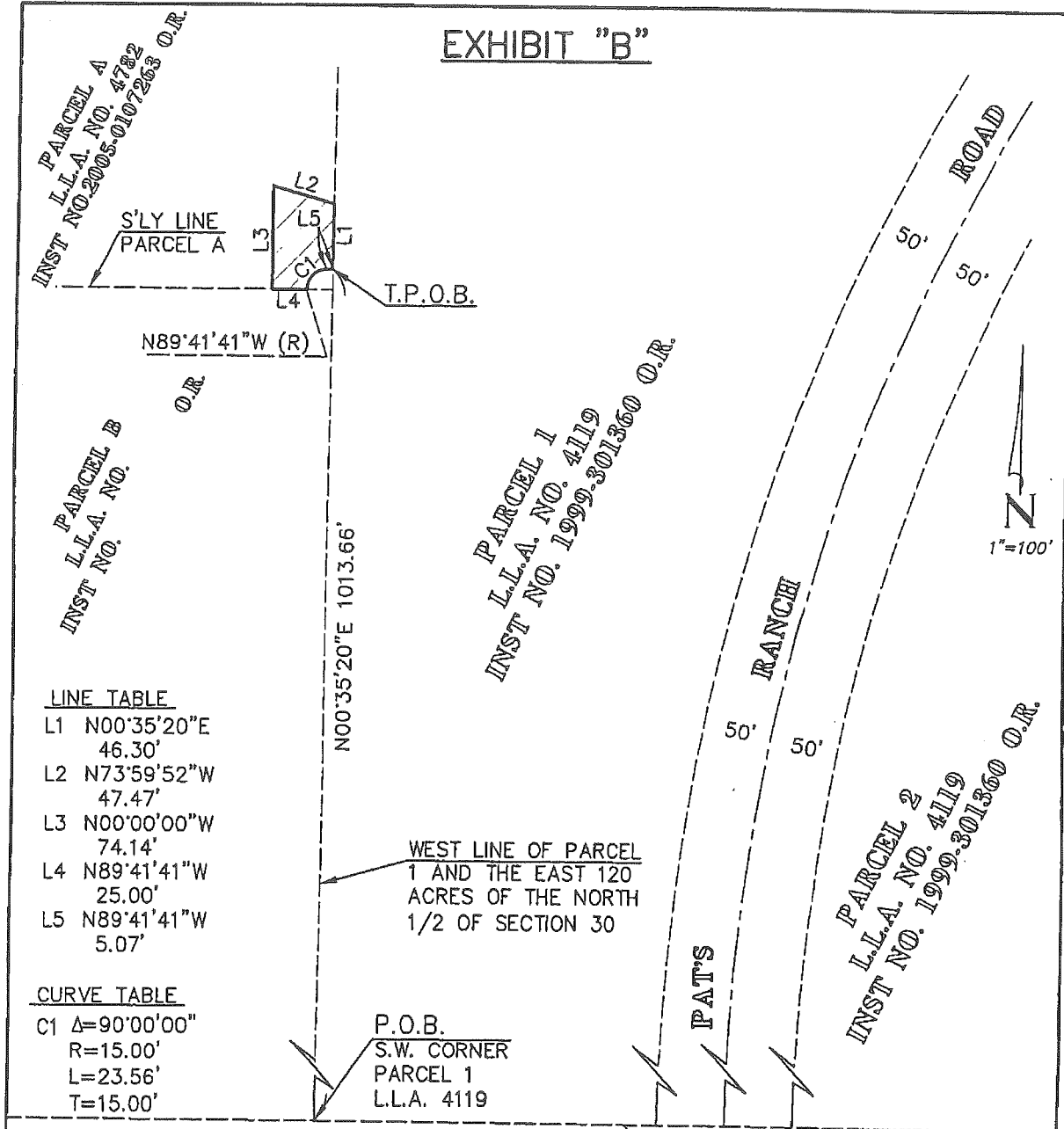
9130 Anaheim Place, Suite 120 • Rancho Cucamonga, CA 91730 • (909) 484-9090

DATE OF PREPARATION: 02/03/05

JOB NO. 04179

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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

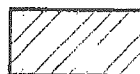


Hall & Foreman, Inc.

▲ 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

U: \04179\Mapping\Legals\EA0417903.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 SOUTH, 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 $89^{\circ}39'10''$ 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 $00^{\circ}20'50''$ 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 $00^{\circ}20'50''$ 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 $31^{\circ}46'34''$, AN ARC DISTANCE OF 776.43 FEET;

THENCE SOUTH $31^{\circ}25'44''$ 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 $31^{\circ}31'51''$, AN ARC DISTANCE OF 770.44 FEET;

THENCE SOUTH $00^{\circ}06'07''$ 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 $89^{\circ}38'12''$ 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.

EXHIBIT G

EXHIBIT G

Southern California Edison Company

Transmission Line Right of Way Constraints and Guidelines

The primary purpose of SCE's Transmission Rights of Way (ROW) and Substations is to house SCE's electrical system and related facilities. SCE is committed to ensuring it operates and maintains a safe and reliable electric system, both, now and in the future.

The use of SCE's ROW is guided by California Public Utilities Commission regulations (General Order No. 69-C), which define the need to protect utility system operations and provide guidance on overall uses of the ROW, the types of agreements allowed, and related approval processes.

If you are proposing uses within SCE's ROW, please ensure that you contact SCE prior to developing your plans. Any proposed uses must be compatible, low-intensity uses (i.e. green belts, bike and hiking trails, etc.) that do not impose additional constraints on SCE's ability to maintain and operate its current facilities and that do not interfere with any future operating facility needs.

The following are constraints and guidelines to assist in the development of your plans within SCE's transmission ROW.

1. All projects are unique and will be reviewed on a case by case basis.
2. Buildings and other permanent structures, both, above ground and underground, are prohibited within SCE's ROW. Examples of permanent structures are pipelines, concrete slabs, foundations, vaults, decks, detention basins, pools, and anything else that is not portable and easily movable.
3. No parallel or longitudinal encroachments will be permitted. All improvements crossing in the ROW must do so perpendicular to the centerline of the ROW.
4. Any proposed use(s) on SCE's ROW that are specifically prohibited in SCE's easement document will be denied.
5. SCE's access to its ROW and facilities must be maintained 24/7 and cannot be encumbered in order to ensure SCE's access for system operations, maintenance, and emergency response.
6. All proposed grading requires a clearance review. Costs for engineered conductor clearance reviews required by SCE are to be paid for by the requestor.
7. All users of SCE's land shall be responsible for compliance with all applicable federal, state, county, and local laws affecting use of SCE's land. The user must obtain all permits and other governmental approvals required for the proposed use.
8. No plant species protected by federal or state law shall be planted within SCE's ROW.
9. All new trees and shrubs proposed on SCE's ROW shall be slow growing and not exceed 15 feet in height.
10. No wetlands, other sensitive natural habitat, vegetation related natural plant areas, or environmental mitigation on SCE's ROW will be permitted as it creates interference with SCE's ability to access its facilities and to add future facilities.
11. Groundwater or storm water infiltration or recharge will not be allowed.
12. Flammable or combustible materials are not allowed to be used or stored on SCE's ROW.
13. SCE may require a third-party user to implement certain safety measures or mitigations as a condition to approval of the third-party use. Users of SCE's ROW must adhere to minimum grounding standards dictated by SCE.

14. Uses on SCE's ROW will not be approved if deemed unsafe. An example of an unsafe condition includes (but is not limited to) instances where the proposed use may create levels of induced voltage that are unsafe to SCE employees or the public that cannot be mitigated to safe levels.

15. Horizontal Clearances

○ Towers, Engineered Steel Poles & H-Frames	161kV to 500kV
▪ Lattice/Aesthetic & H-Frames (dead-end)	100 ft.
▪ Engineered Steel Poles (dead-end)	100 ft.
▪ Suspension Towers & H-Frames	50 ft.
▪ Suspension Steel Poles	50 ft.
○ Wood or Light-Weight Steel Poles & H-Frames	66kV to 115kV
▪ Engineered Steel Poles w/ Found. (TSP) (dead-end)	25 ft.
▪ H-Frame	25 ft.
▪ Wood Poles	25 ft.
▪ Light-Weight Steel Poles	25 ft.
▪ Anchor Rods	10 ft.
▪ Guy Wires	10 ft.
▪ Guy Poles	10 ft.
▪ Lattice Anchor Towers (dead-end)	100 ft.
▪ Lattice Suspension Towers	50 ft.

16. Vertical Clearances

○ Structure	
▪ 500kV	30 ft.
▪ 220kV	18 ft.
▪ 66kV	18 ft.
▪ <66kV (distribution facilities)	12 ft.
▪ Telecom	8 ft.
○ Vehicle Access	
▪ 500kV	36 ft.
▪ 220kV	30 ft.
▪ 66kV	30 ft.
▪ <66kV (distribution facilities)	25 ft.
▪ Telecom	18 ft.
○ Pedestrian Access	
▪ 500kV	31 ft.
▪ 220kV	25 ft.
▪ 66kV	25 ft.
▪ <66kV (distribution facilities)	17 ft.
▪ Telecom	10 ft.

17. Roads constructed on SCE ROW or where a third party's access road coincides with SCE's access to SCE ROW or facilities must comply with SCE's engineering standards.

- The drivable road surface shall be constructed to provide a dense, smooth and uniform riding surface. The minimum drivable road surface shall be 14 feet wide with an additional 2 feet of swale/berm on each side as required.
- The minimum centerline radius on all road curves shall be 50 feet measured at the centerline of the drivable road surface. The minimum drivable width of all roads shall be increased on curves by a distance equal to 400/Radius of curvature.
- The road shall be sloped in a manner to prevent standing water or damage from undirected water flow. Maximum cross slope shall not exceed 2%, maximum grade not to exceed 12%.

EXHIBIT H

EXHIBIT H

Vernola Marketplace Apartment Community - Phase B



#17 - SCE Transmission Line Right of Way Constraints and Guidelines

- The minimum centerline radius on all road curves shall be 50 feet measured at the centerline of the drivable road surface. The minimum drivable width of all roads shall be increased on curves by a distance equal to $400/\text{Radius of curvature}$,

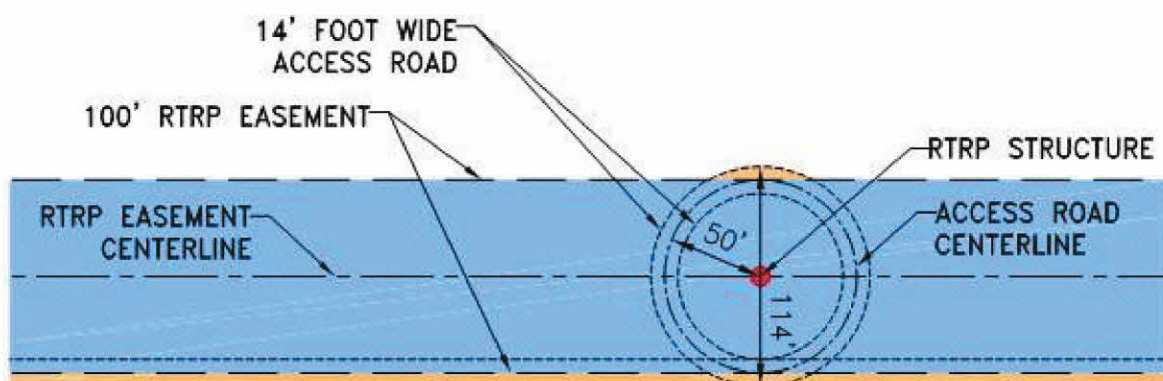
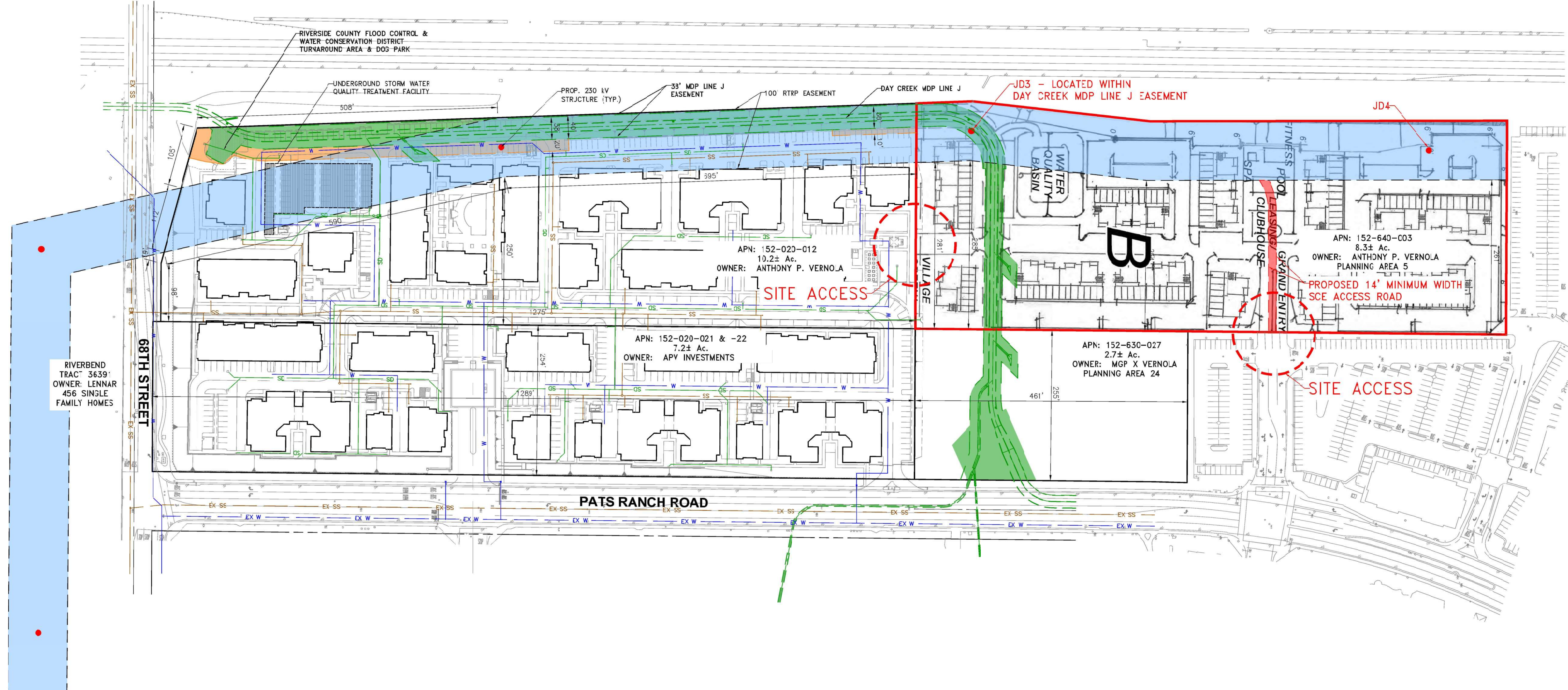


EXHIBIT I

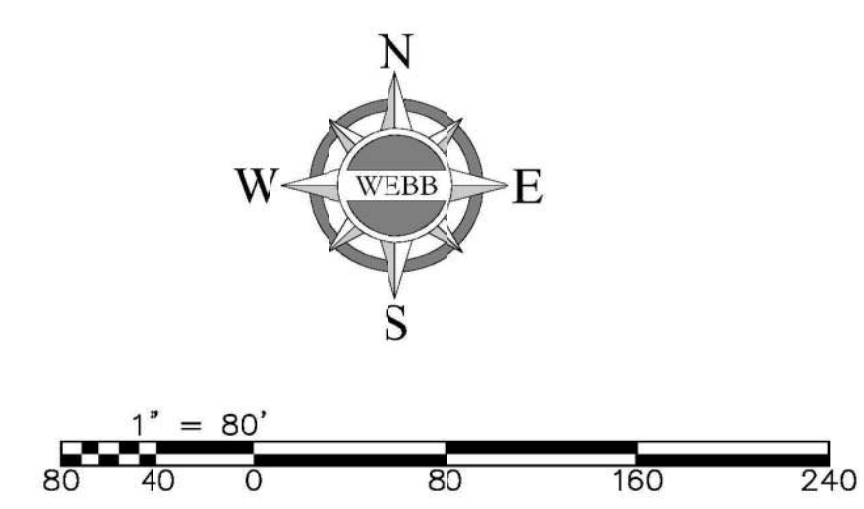
EXHIBIT I

RTRP CONFLICT WITH ANTHONY P. VERNOLA PROPERTY
PA 5, SP 266 – APN: 152-640-003
PHASE B



- LEGEND:**
- PROPOSED RTRP 100' EASEMENT
 - PROPOSED RTRP POLE
 - PROPOSED 14' MINIMUM WIDTH SCE ACCESS ROAD
 - EXISTING RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT EASEMENT FOR FLOOD CONTROL AND DRAINAGE PURPOSES REC. 1/24/12 AS INST. # 2012-0030001
 - EXISTING RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT EASEMENT FOR SLOPE PROTECTION PURPOSES REC. 1/24/12 AS INST. #'S 2012-0030002, 2012-0030003, & 2012-0030004
 - PARCEL IN QUESTION
 - SD PROPOSED STORM DRAIN
 - W PROPOSED WATERLINE
 - SS PROPOSED SEWER LINE
 - EX W EXISTING WATERLINE
 - EX SS EXISTING SEWER LINE
 - EXISTING STORM DRAIN

NOTE:
DIMENSIONS & LOCATIONS SHOWN ARE APPROXIMATE ONLY. ACTUAL DIMENSIONS & LOCATIONS MAY DIFFER BASED ON FINAL RTRP ALIGNMENT.



RTRP CONFLICT WITH ANTHONY P. VERNOLA PROPERTY			
100' RTRP EASEMENT AND SCE ACCESS ROAD			
SCALE: 1"=80'	DATE: 2/14/15	DESIGNED: ALBERT A. WEBB ASSOCIATES	W.C. 14-0152
CHECKED: F.B.	PLN CK REF:	ENGINEERING CONSULTANTS 3788 MCGRAY STREET RIVERSIDE CA 92506 PH. (951) 688-1070 FAX (951) 788-1256	SHEET 1 OF 2 SHEETS
			DWG. NO.

EXHIBIT J

EXHIBIT J



Memorandum

To: Rick Bondar

From: Mo Faghihi

Date: December 7, 2015

Re: RTRP Conflict Areas with Anthony P. Vernola Property, Portion of PA 5, SP 266

Rick,

Anthony P. Vernola owns approximately 8.3 acres of Planning Area 5 of SP 266, depicted in the attached exhibit. Based on the alignment of the RTRP project, there will be significant impact to this site:

1. The proposed alignment, will exclude approximately 2.3± acres of the site from development. Additional area of up to 0.7 acres east of the proposed RTRP easement may be lost to slopes that need to be located outside of the easement area after construction of the RTRP facilities.
2. Although there are no approved projects on this site, the area is currently zoned for Light Industrial use. However, the site is also suitable as an Apartment Complex and extension of the approved Vernola Market Place Apartment Community (VMAC) located to the south of the property, as the original planning for the VMAC project included this property. If the site is developed as an extension of VMAC, the site will have two access points to Pats Ranch Road, one through VMAC and a second one through the existing Vernola Market Place Shopping Center (different property owner).
3. Currently the width of site is approximately 360± feet. The proposed RTRP easement will reduce the width of the site to approximately 260 feet, and up to 30 feet of the width could be lost to slopes along the western alignment of RTRP easement. The remaining area of 6.7 acres with approximately 230 feet width is heavily constrained for any type of reasonable development and internal circulation.
4. Based on the proposed RTRP alignment, a portion of the easement will overlap the existing storm drain easement and facilities for the Day Creek Master Drainage Plan Line J, Stage 2 Storm Drain a 12' wide by 6' high Reinforced concrete Box (RCB) owned and operated by Riverside County Flood Control and Water Conservation District (County Flood). The easement deeded to County Flood does not allow any structures within the easement area. Additionally, the alignment may interfere with operations and maintenance of the storm drain facilities. The proposed alignment also indicates that a structure may be in conflict with the existing storm drain. Final plans for the RTRP project showing the location of the proposed structures would be needed to verify if there is a conflict with the existing storm drain facilities.
5. This site will be draining south toward Day Creek Master Drainage Plan Line J, Stage 2 Storm Drain Line. Since it is very likely that the site will be developed after RTRP facilities are constructed, it is difficult to determine the severity of the impact on the development of the site and to address the impact on drainage and grading of the site.

6. Based on the alignment provided, encroachment into the easement area would likely be needed for a water line to provide fire protection to the buildings. This may likely be both a perpendicular and parallel encroachment into the RTRP easement area. It is not clear if these encroachments are allowed or have been taken into consideration in the RTRP alignment.

Without construction drawings for the RTRP alignment, the severity of the impact to the development of this site cannot fully be determined, however, the preliminary alignment of RTRP eliminates a practical Land Use of the remainder of the site.

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

In the Matter of the Application of SOUTHERN
CALIFORNIA EDISON COMPANY (U 338-E)
for a Certificate of Public Convenience and
Necessity for the Riverside Transmission
Reliability Project

A.15-04-013
(Filed April 15, 2015)

CERTIFICATE OF SERVICE

I, the undersigned, state that I am a citizen of the United States and am employed in the City of Costa Mesa, County of Orange; that I am over the age of eighteen years; am not a party to the within cause; and that my business address is 611 Anton Boulevard, Suite 1400, Costa Mesa, CA 92626.

I am readily familiar with Rutan & Tucker, LLP's practice for collection and processing of correspondence for mailing with the United States Postal Service. In the ordinary course of business, correspondence is deposited with the United States Postal Service the same day it is submitted for mailing.

I hereby certify that on December 15, 2015, I served a copy of Letter to CPUC Re Phase B Response dated December 15, 2015, by the means identified below:

☒ **By Electronic Mail and Overnight Delivery:** Serving the enclosed document(s), via electronic mail and by overnight delivery, to each of the parties listed below:

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Public Utilities Commission
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Email: jack.mulligan@cpuc.ca.gov

☒ **By Electronic Mail:** By serving the enclosed document(s), via electronic mail, to each of the parties listed below:

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I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 15th day of December, 2015, at Costa Mesa, California.



Mia R. Slobodien