



1425 River Park Dr , Suite 110
Sacramento, CA 95815
Phone (916) 925-6204
Fax (916) 925-6248

Preliminary Report

Issued For The Sole Use Of:

- Mr. & Mrs. Dakuzaku
- Bayless Properties
- Charles E. Dorn

Escrow Officer: Gayl Gregson
Our Order No.: 05-004296 GG
4th Amend
Reference: Pulte Homes Corp.

Property Address:
9282 Gerber Road, Sacramento, California 95829

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

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

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

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

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

Dated as of June 26, 2006 at 7:30 a.m.

Title Officer
PB/ck ↔ IO

ORDER NUMBER: 05-004296

SCHEDULE A

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

CLTA STANDARD

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

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

George T. Dakuzaku and Grace C. Dakuzaku, husband and wife, as joint tenants

The land referred to in this Report is situated in the State of California, County of Sacramento, and is described as follows:

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

Exhibit "A"
Legal Description

All that portion of Lots 29, 30, 31 and 32 of Wolf Heights, according to the Official Plat thereof, filed in the Office of the County Recorder of Sacramento County, March 9, 1915, in Book 15 of Maps, Map No. 17, described as follows:

Beginning at a point in the center line of the County Road along the North line of Section 7, Township 7 North, Range 6 East, M. D. B. & M., distant thereon North 89 deg 54' East 655 feet from the Northwest corner of Wolf Heights, according to said Official Plat; thence, South in a direct line 2638 25 feet, more or less, to a point in the South line of said Lot 29, located North 89 deg. 43-1/2' East 658 15 feet from the Southwest corner of said Lot 29; thence North 89 deg. 43-1/2' East, along the South line of said Lot 29, a distance of 658.15 feet to the Southeast corner of said Lot 29; thence North 0 deg 06' West, along the East line of Lots 29, 30, 31 and 32, being also the center line of a County Road, a distance of 2636 5 feet to the Northeast corner of said Lot 32, in the center line of the first mentioned County Road; thence South 89 deg. 54' West, along the center line of said County Road, a distance of 655 feet to the point of beginning.

Excepting that portion described as follows:

Beginning at the Northeast corner of said Lot 32, located at the intersection of the center line of a County Road 66 feet wide, along the North line of said Lot 32, with the center line of a County Road 40 feet wide, along the East line of said Lot 32; thence from said point of beginning, along the North line of said Lot 32, South 89 deg. 54' West 145.00 feet; thence, South 00 deg. 06' East 300.00 feet; thence, North 89 deg. 54' East 145.00 feet to the East line of said Lot 32; thence, North 00 deg. 06' West 300 00 feet to the point of beginning

Apr: 121-0040-003

Apr: 121-0040-016

Apr: 121-0040-019 and

Apr: 121-0040-020

SCHEDULE B

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in the policy form designated on the face page of this report would be as follows:

- A Taxes for the Fiscal Year 2006-2007, a lien not yet due or payable.
 - B Possible future Lien of Special Assessments, assessed pursuant to the procedures of the Mello-Roos Community Facilities Act of 1982 and/or the Landscaping & Lighting Act of 1972
 - C The Lien of Supplemental Taxes, if any, assessed pursuant to the provisions of Chapter 3 5, Revenue and Taxation Code, Section 7 et seq.
 - D. Any possible outstanding charges for utility services. Amounts may be obtained by contacting the City and/or County of Sacramento's Utility Services and Billing Department.
- 1 Rights of the public and of the County of Sacramento as to the Easterly 20 and the Northerly 40 feet of the herein described property, lying within Admiral Lane and Gerber Road, both public roads.
 - 2 An easement over said land for transmission lines and incidental purposes as Granted to Sacramento Municipal Utility District as disclosed by the Assessor' Parcel Map.

Affects a 75 foot strip of land running Northwesterly and Southeasterly as shown and delineated on said map
 - 3 The terms and provisions of that Memorandum of Option to Purchase dated May 20, 1994 between George T. Dakuzaku and Grace C. Dakuzaku individually and as Trustees of the Dakuzaku Family Revocable Trust, as seller/optionor and Daru Development Corporation, a California Corporation, as buyer/optionee. The optionees interest under said option has been assigned to Charles E. Dorn as assignee, recorded March 9, 1995 in Book 950803, Page 910, Official Records.

The Memorandum of Option to Purchase was modified, in part, by instrument recorded in Book 20030122, Page 3142, Official Records

Amended Memorandum of Option to Purchase recorded July 22,2004, in Book 20040722, Page 1147, Official Records.
 - 4 The terms and conditions of an unrecorded agreement as disclosed by a Memorandum of Agreement by and between Charles E. Dorn and Pulte Home Corporation, dated October 7, 2002, and recorded in Book 20030403, Page 2023, Official Records

Exceptions (Continued....)

ORDER NUMBER: 05-004296

Tax Note: For Proration Purposes Only

- Corrected Tax Bill

One Installment of \$70 20 Paid

Parcel No. 121-0040-003 Asst. No. 05527577 Code Area 51-297
Land \$21,267 00 Improvements \$198,406.00

- Corrected Tax Bill

One Installment of \$70 10 Paid

Parcel No. 121-0040-003 Asst. No. 05527578 Code Area 51-297
Land \$21,692.00 Improvements \$202,374 00

- Corrected Tax Bill

One Installment of \$70 42 Paid

Parcel No. 121-0040-003 Asst. No. 05527579 Code Area 51-297
Land \$22,096.00 Improvements \$206,152 00

- Corrected Tax Bill

One Installment of \$2,313.35 Paid

Parcel No. 121-0040-003 Asst. No. 05543950 Code Area 51-297
Land \$22,537 00 Improvements \$210,275 00 Exemptions \$7,000.00

Included in the above Taxes, in the amount of \$20.00, for the Southgate L & L Vineyard West.

Included in the above Taxes, in the amount of \$13.76, for the EG School M-R BDS.

Included in the above Taxes in the amount of \$2 56, for the County Service Area 1 Lighting

- General and Special Taxes for the Fiscal Year 2005-2006, and any assessments and charges collected therewith,

1st Installment \$93.52 Paid
2nd Installment \$93 52 Paid

Parcel No. 121-0040-019 Asst. No. 05334276 Code Area 51-297
Land \$15,022.00 Improvements \$.00

Included in the above Taxes, in the amount of \$20 00, for the Southgate L & L Vineyard West.

Included in the above Taxes in the amount of \$2 56, for the County Service Area 1 Lighting

Tax Note (Continued....)

Order Number: 05-004296

- General and Special Taxes for the Fiscal Year 2005-2006, and any assessments and charges collected therewith,

1st Installment \$110.30	Paid
2nd Installment \$110.30	Paid

Parcel No. 121-0040-020 Asst. No. 05334277 Code Area 51-297
Land \$18,370.00 Improvements \$.00

Included in the above Taxes, in the amount of \$20.00, for the Southgate L & L Vineyard West.

Included in the above Taxes in the amount of \$2.56, for the County Service Area 1 Lighting.

Note: If this property lies within the city limits of Sacramento, it is subject upon sale to a tax of .00275 of the value of consideration. The failure to pay will result in the tax being added to the future property tax bills.

According to those public records under the recording laws impart constructive notice to the title to the land described herein, the following matters constitute the chain of title for the twenty-four month period preceding the date hereof: None

Buyer's Note: If an Alta Residential Owner's Policy is requested and if the property described herein is determined to be eligible for this policy, the following exceptions from coverage will appear in the policy:

1. Taxes or assessments which are not shown as liens by the public records or by the records of any taxing authority.
2. (a) Water rights, claims or title to water; (b) reservation or exceptions in patents or in Acts authorizing the issuance thereof; (c) unpatented mining claims; whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
3. Any rights, interest or claims of parties in possession of the land which are not shown by the public records.
4. Any easements or liens not shown by the public records. This exception does not limit the lien coverage in Item 8 of the Covered Title Risks.
5. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This exception does not limit the forced removal coverage in Item 12 of the Covered Title Risks.

Lender's Note: If a 1970 Alta Lender's Policy form has been requested, the policy, when and if approved for issuance, will either be endorsed to add the following language or an encumbrance will be added to Schedule B, Part I as follows:

Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

- (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
- (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
- (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor

Approval for the issuance of the 1970 Alta Lender's Policy form must be requested and approved prior to close of escrow. all other forms of policies that are authorized to be issued are the 1992 Policies only.

Note: California "Good Funds" Law

Effective January 1, 1990, California Insurance Code Section 12413.1 (Chapter 598, statutes of 1989), prohibits a title insurance company, controlled escrow company or underwritten title company from disbursing funds from an escrow or sub-escrow account, **(except for funds deposited by wire transfer electronic payment or cash)** until the day these funds are made available to the deposit or pursuant to Part 229 Of Title 12 of the code of Federal Regulations, (Reg. CC). Items such as cashier's, certified or teller's checks may be available for disbursement on the business day following the business day of deposit; however, other forms of deposits may cause extended delays in closing the escrow or sub-escrow

"Stewart Title Of Sacramento will not be responsible for accruals of interest or other charges resulting from compliance with the disbursement restrictions imposed by State Law"

Lenders Supplemental Report

This report (including any supplements or amendments thereto) is hereby modified and or supplemented in order to reflect the following additional items relating to the issuance of an American Land Title Association Loan Form Policy as follows:

- () ALTA inspection report to follow.
- () A physical inspection has been made and no survey will be required. Our ALTA Policy when issued will include Indorsement No 100
- (X) Said land is also known as
9282 Gerber Road, Sacramento, California 95829
State of California, County of Sacramento

CLTA Preliminary Report Form

Exhibit A (Rev 6/2/98)
CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE

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

- 1 (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement not or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at date of policy

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, line or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at date of policy
- 2 Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at date of policy, but not excluding from coverage any taking which has occurred prior to date of policy which would be binding on the rights of a purchaser for value without knowledge
- 3 Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at date of policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not know to the company, not recorded in the public records at date of policy, but known to the insured claimant and not disclosed in writing to the company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to date of policy; or
 - (e) resulting in loss or damage which would not have been sustained in the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy
- 4 Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at date of policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
- 5 Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidence by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law
- 6 Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws

CLTA Preliminary Report Form

EXCEPTIONS FROM COVERAGE--SCHEDULE B, PART I

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

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

CALIFORNIA LAND TITLE ASSOCIATION
HOMEOWNER'S POLICY OF TITLE INSURANCE (6/2/98)
EXCLUSIONS

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

- 1 Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protection

This exclusion does not apply to violations or the enforcement of these matters if notice of the violation appears in the public records at the policy date

This exclusion does not limit the coverage described in covered risk 14, 15, 16, 17 or 24

- 2 The failure of your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the public records at the policy date
- 3 The right to take the land by condemning it unless:
 - a a notice of exercising the right appears in the public records at the policy date; or
 - b the taking happened before the policy date and is binding on you if you bought the land without knowing of the taking

CLTA Preliminary Report Form

- 4 Risks:
- a that are created, allowed, or agreed to by you, whether or not they appear in the public records;
 - b that are known to you at the policy date, but not to us, unless they appear in the public records at the policy date;
 - c that result in no loss to you; or
 - d that first occur after the policy date – this does not limit the coverage described in covered risk 7, 8, 22, 23, 24, or 25.
- 5 Failure to pay value for your title
- 6 Lack of a right:
- a to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b in streets, alleys or waterways that touch the land

This Exclusion does not limit the coverage described in covered risk 11 or 18

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

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

- 1 Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
- a land use
 - b improvements on the land
 - c land division
 - d environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date

This exclusion does not limit the zoning coverage described in items 12 and 13 of covered title risks

- 2 The right to take the land by condemning it, unless:
- a a notice of exercising the right appears in the public records
 - b. one the policy date
 - c the taking happened prior to the policy date and is binding on you if you bought the land without knowing of the taking
- 3 Title Risks:
- a that are created, allowed, or agreed to by you
 - b that are known to you, but not to us, on the policy date – unless they appeared in the public records
 - c that result in no loss to you
 - d that first affect your title after the policy date – this does not limit the labor and material lien coverage in item 8 of Covered Title Risks

- 4 Failure to pay value for your title

CLTA Preliminary Report Form

- 5 Lack of a right:
- a to any land outside the area specifically described and referred to in item 3 of Schedule A
 - b in streets, alleys, or waterways that touch your land

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

AMERICAN LAND TITLE ASSOCIATION LOA POLICY (10-17-92)
WITH ALTA ENDORSEMENT FORM 1 COVERAGE
and
AMERICAN LAND TITLE ASSOCIATION LEASEHOLD LOAN POLICY
(10-17-92)
WITH ALTA ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE

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

- 1 (a) Any law, ordinance or governmental regulations (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at date of policy
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at date of policy
- 2 Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at date of policy, but not excluding from coverage any taking which has occurred prior to date of policy which would be binding on the rights of a purchaser for value without knowledge.
- 3 Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered assumed or agreed to by the insured claimant;
 - (b) not known to the company, not recorded in the public records at date of policy, but known to the insured claimant and not disclosed in writing to the company by the insured claimant prior to the date the insured claimant became an insured under this policy
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to date of policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
 - (e) resulting in loss of damage which would not have been sustained if the insured claimant had paid value for the insured mortgage
- 4 Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at date of policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated

CLTA Preliminary Report Form

- 5 Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law
- 6 Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgaged) arising from an improvement or work related to the land which is contracted for and commenced subsequent to date of policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at date of policy the insured has advanced or is obligated to advance
- 7 Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine or equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor

The above policy forms may be issued to afford either standard coverage or extended coverage. In addition to the above exclusions from coverage, the exceptions from coverage in a standard coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

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

- 1 Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records

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

CLTA Preliminary Report Form

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

EXCLUSIONS FROM COVERAGE

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

- 1 (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or locations of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at date of policy

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation of alleged violation affecting the land has been recorded in the public records at date of policy
- 2 Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at date of policy, but not excluding from coverage any taking which has occurred prior to date of policy which would be binding on the rights of a purchaser for value without knowledge.
- 3 Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the company, not recorded in the public records at date of policy, but known to the insured claimant and not disclosed in writing to the company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to date of policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy
- 4 Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transactions creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy forms may be issued to afford either standard coverage or extended coverage. In addition to the above exclusions from coverage, the exceptions from coverage in a standard coverage policy will also include the following General Exceptions

CLTA Preliminary Report Form

EXCEPTIONS FROM COVERAGE

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

- 1 Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records

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

The information on this plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.

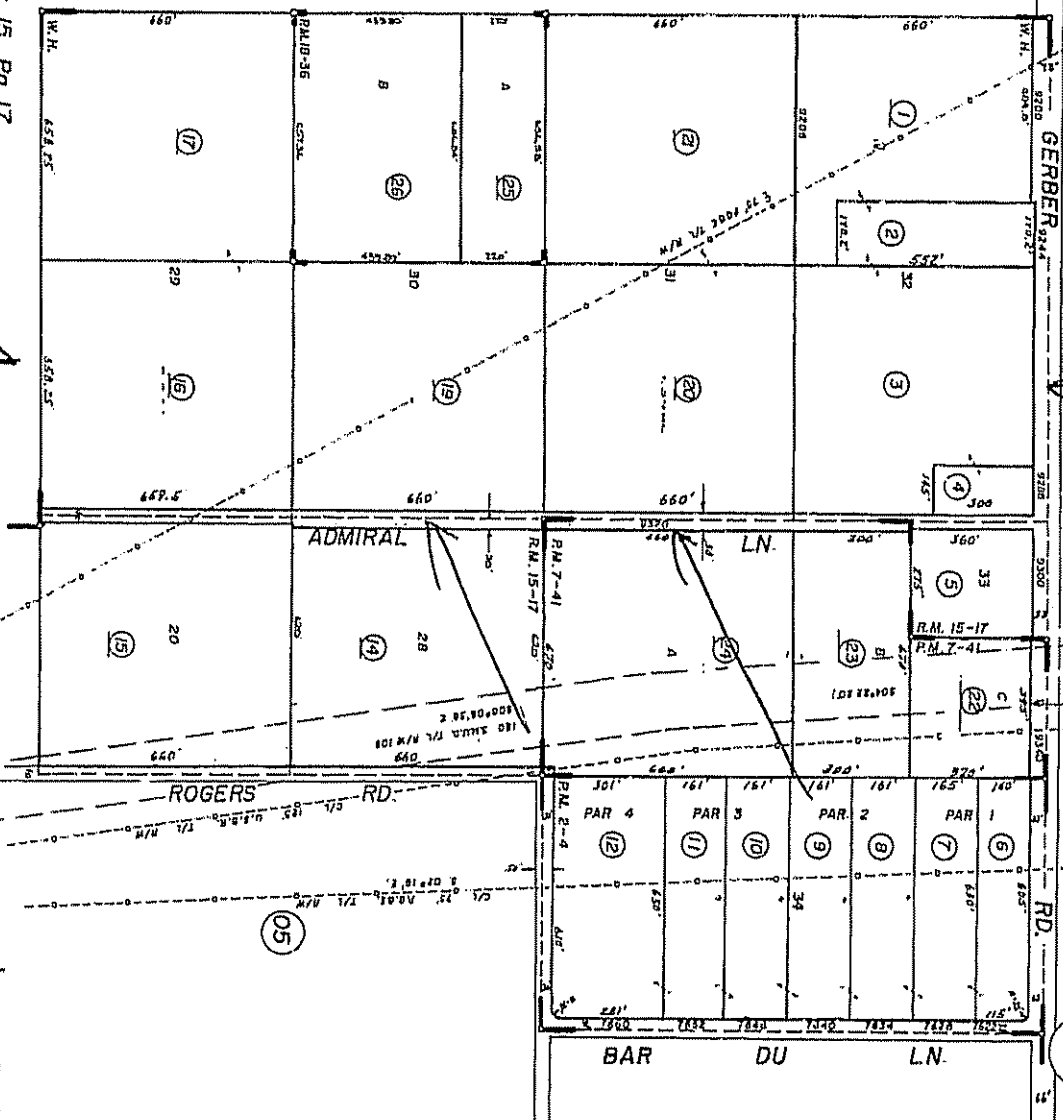
Bk 66

POR. SECS. 7 & 8, T. 7 N., R. 6 E., W.D.B. & M.

GERBER LN.

Bk 66

121-04



01

93

05

05

Wolf Heights, R.M. Bk. 15, Pg. 17
Parcel Map Bk. 2, Pg. 4
Parcel Map Bk. 7, Pg. 4 (9-5-72)

Assessor's Map Bk. 121 - Pg. 04
County of Sacramento, Calif.

ANS 0'9"



Sacramento County Recording
Mark Norris, Clerk/Recorder
BOOK **20040722** PAGE **1147**

Thursday, JUL 22, 2004 11:17:40 AM
Ttl Pd \$15.00 Nbr-0002945505

DLE/07/1-3

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:


LARRY L. RADER, ESQ.
RADER, RADER, GOULART & GRAY LLP
2617 "K" Street, Suite 200
Sacramento, CA 95816-5185

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

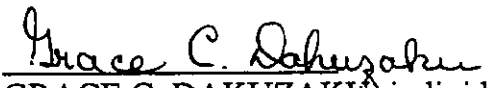
AMENDED MEMORANDUM OF OPTION TO PURCHASE

THIS AMENDED MEMORANDUM OF OPTION TO PURCHASE amends the Memorandum of Option To Purchase executed by the undersigned dated May 20, 1994 and recorded on March 9, 1995 in Book 950803, Page 910 of the Official Records of Sacramento County, and the Memorandum of Option To Purchase executed by the parties below dated November 26, 2002 and recorded on January 22, 2003 in Book 20030122 at Page 3142. The undersigned have executed a Restated And Amended Option Agreement (As Of July 2004) ("Restated Agreement"), confirming that GEORGE T. DAKUZAKU and GRACE C. DAKUZAKU, individually and as trustees of the DAKUZAKU FAMILY REVOCABLE TRUST ("Sellers"), have granted an option to CHARLES E. DORN ("Dorn") to purchase the real property described in Exhibit "A" attached hereto and incorporated herein at a price and under the terms and conditions described in the Restated Agreement. The option shall be exercised, if at all, prior to July 20, 2009.

Dated: 7-16-04


GEORGE T. DAKUZAKU,
individually and as trustee
of the DAKUZAKU FAMILY
REVOCABLE TRUST

Dated: 7-16-04


GRACE C. DAKUZAKU, individually
and as trustee
of the DAKUZAKU FAMILY
REVOCABLE TRUST

Dated: 7-21-04

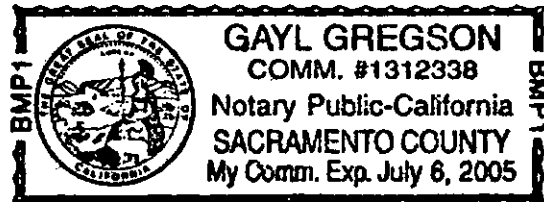

Charles E. Dorn

State of California) ss.
County of Sacramento)

On July 16, 2004, before me, The Undersigned, a Notary Public in and for said County and State, personally appeared GEORGE T. DAKUZAKU, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Gayl Gregson

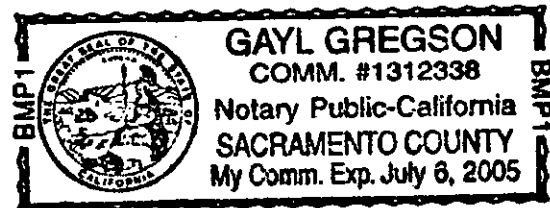


State of California) ss.
County of Sacramento)

On July 16, 2004, before me, The Undersigned, a Notary Public in and for said County and State, personally appeared GRACE C. DAKUZAKU, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Gayl Gregson



State of California) ss.
County of Sacramento)

On July 21, 2004, 2004, before me, The Undersigned, a Notary Public in and for said County and State, personally appeared CHARLES E. DORN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Gayl Gregson



EXHIBIT "A"

The land situated in the State of California, County of Sacramento, described as follows:

All that portion of Lots 29, 30, 31 and 32 of Wolf Heights, according to the Official Plat thereof, filed in the Office of the County Recorder of Sacramento County, March 9, 1915, in Book 15 of Maps, Map No. 17, described as follows:

BEGINNING at a point in the center line of the County Road along the North line of Section 7, Township 7 North, Range 6 East, M. D. B. & M., distant thereon North 89 deg. 54' East 655 feet from the Northwest corner of Wolf Heights, according to said Official Plat; thence, South in a direct line 2638.25 feet, more or less, to a point in the South line of said Lot 29, located North 89 deg. 43-1/2' East 658.15 feet from the Southwest corner of said Lot 29; thence North 89 deg. 43-1/2' East, along the South line of said Lot 29, a distance of 658.15 feet to the Southeast corner of said Lot 29; thence North 0 deg. 06' West, along the East line of Lots 29, 30, 31 and 32, being also the center line of a County Road, a distance of 2636.5 feet to the Northeast corner of said Lot 32, in the center line of the first mentioned County Road; thence South 89 deg. 54' West, along the center line of said County Road, a distance of 655 feet to the point of beginning.

EXCEPTING that portion described as follows:

BEGINNING at the Northeast corner of said Lot 32, located at the intersection of the center line of a County Road 66 feet wide, along the North line of said Lot 32, with the center line of a County Road 40 feet wide, along the East line of said Lot 32; thence from said point of beginning, along the North line of said Lot 32, South 89 deg. 54' West 145.00 feet; thence, South 00 deg. 06' East 300.00 feet; thence, North 89 deg. 54' East 145.00 feet to the East line of said Lot 32; thence, North 00 deg. 06' West 300.00 feet to the point of beginning.

APN: 121-0040-003

APN: 121-0040-016

APN: 121-0040-019 and

APN: 121-0040-020

RECORDING REQUESTED BY:
ROBERT K. FUKUSHIMA, ESQ.
AND WHEN RECORDED MAIL TO:

ROBERT K. FUKUSHIMA
Attorney at Law
2255 - 3rd Street, Suite 210
Sacramento, CA 95818



Sacramento County Recording
Mark Norris, Clerk/Recorder
BOOK **20030122** PAGE **3142**
Wednesday, JAN 22, 2003 3:44:01 PM
Ttl Pd \$21.00 Nbr-0001725372
KDL/24/1-5

THIS SPACE FOR RECORDER'S USE ONLY:

ESCROW NO.

TITLE ORDER NO.

MEMORANDUM OF OPTION TO PURCHASE

THIS MEMORANDUM OF OPTION TO PURCHASE is executed relative to that certain Option Agreement dated May 20, 1994, (the "Agreement"), between GEORGE T. DAKUZAKU and GRACE C. DAKUZAKU, individually, as trustees of the DAKUZAKU FAMILY REVOCABLE TRUST, as hereinafter referred to as "Seller/Optionor" and DARU DEVELOPMENT CORPORATION, a California Corporation, as hereinafter referred to as "Buyer/Optionee", relating to, among other things, the real property particularly described in Exhibit "a" attached hereto and by this reference made a part hereof (the "Property"). This Agreement was assigned by DARU DEVELOPMENT CORPORATION, a California Corporation, to CHARLES E. DORN ("Assignee") on November 28, 1994 and acknowledged by the Optionor (DAKUZAKU) on December 19, 1994.

Seller/Optionor hereby grants to Assignee an option to purchase the Property at a price and under the terms and conditions described in the Agreement.

The option shall expire on July 20, 2004 Unless the option is exercised and Buyer/Optionee obtains title to the Property prior to said date, Buyer/Optionee shall have no further interest in the Property.

WITNESS THIS 26 day of NOV, 2002 in Sacramento, California.

GEORGE T. DAKUZAKU, individually and as trustee

GRACE C. DAKUZAKU, individually and as trustee

ASSIGNEE:

BY:

CHARLES E. DORN

GEORGE T. DAKUZAKU, individually and as trustee GRACE C. DAKUZAKU, individually and as trustee

ASSIGNEE:

BY:

CHARLES E. DORN

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

On NOVEMBER 26, 2002
before me, MICKEY L. WOLF
a Notary Public in and for said State, personally appeared
CHARLES E. DORN

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that 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.

WITNESS my hand and official seal.

Signature Mickey L Wolf



(This area for official notarial seal)

ESCROW NO. SO-01500428-MW
TITLE ORDER NO. 500428

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO


On NOVEMBER 26, 2002

before me, S. LOEWEN

a Notary Public in and for said State, personally appeared
GEORGE T. DAKUZAKU AND GRACE C. DAKUZAKU

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that 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.

WITNESS my hand and official seal.

Signature 



(This area for official notarial seal)

ESCROW NO. SO-01500428-MW
TITLE ORDER NO. 500428

"EXHIBIT A"

The land referred to in this Report is situated in the County of Sacramento, in the unincorporated State of California, and is described as follows: area,

All that portion of Lots 29, 30, 31 and 32, as shown on the "Plat of Wolf Heights", recorded in Book 15 of Maps, Map No. 17, records of said County, described as follows:

Beginning at a point in the center line of the County Road along the North line of Section 7, Township 7 North, Range 6 East, M.D.B. & M, distant thereon North 89° 54' East 655 feet from the Northwest corner of Wolf Heights, according to said official plat; thence, South in a direct line 2638.25 feet, more or less, to a point in the South line of said Lot 29, located North 89° 43 1/2' East 658.15 feet from the Southwest corner of said Lot 29; thence North 89° 43 1/2' East, along the South line of said Lot 29, a distance of 658.15 feet to the Southeast corner of said Lot 29; thence North 0° 06' West, along the East line of Lots 29, 30, 31 and 32, being also the center line of a County Road, a distance of 2636.5 feet to the Northeast corner of said Lot 32, in the center line of the first mentioned County Road; thence South 89° 54' West along the center line of said County Road, a distance of 655 feet to the point of beginning.

EXCEPTING THEREFROM all that portion of said Lot 32, described as follows:

Beginning at the Northeast corner of said Lot 32, located at the intersection of the center line of a County Road 66 feet wide, along the North line of said Lot 32, with the center line of a County Road 40 feet wide, along the East line of said Lot 32; thence from said point of beginning, along the North line of said Lot 32, South 89° 54' West 145.00 feet; thence, South 00° 06' East 300.00 feet; thence, North 89° 54' East 145.00 feet to the East line of said Lot 32; thence, North 00° 06' West 300.00 feet to the point of beginning.

ASSESSOR'S PARCEL NUMBERS:

121-0040-003

121-0040-016

121-0040-019

121-0040-020

RECORDING REQUESTED BY

ROBERT K. FUKUSHIMA, ESQ.

WHEN RECORDED MAIL TO:

Name: ROBERT K. FUKUSHIMA
Attorney at Law
Address: 2555 - 3rd. Street
Suite 210
Sacramento, CA. 95818

Recorded in the County of Sacramento
John Dark, Clerk/Recorder



13.00

199508030910 3:36pm 08/03/95

005 40000616 04 03
R01 3 7.00 6.00 0.00 0.00 0.00 0.00 0.00

(Space above this line for Recorder's use)

MEMORANDUM OF OPTION TO PURCHASE

THIS MEMORANDUM OF OPTION TO PURCHASE is executed relative to that certain Option Agreement dated May 20, 1994, (the "Agreement") between GEORGE T. DAKUZAKU and GRACE C. DAKUZAKU, individually, and as trustees of the DAKUZAKU FAMILY REVOCABLE TRUST, as hereinafter referred to as "Seller/Optionor" and DARU DEVELOPMENT CORPORATION, a California corporation, as hereinafter referred to as "Buyer/Optionee", relating to, among other things, the real property particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"). This Agreement was assigned by DARU DEVELOPMENT CORPORATION, a California corporation, to CHARLES E. DORN ("Assignee") on November 28, 1994 and acknowledged by the Optionor (DAKUZAKU) on December 19, 1994.

Seller/Optionor hereby grants to Assignee an option to purchase the Property at a price and under the terms and conditions described in the Agreement.

The option shall expire on July 20, 2001. Unless the option is exercised and Buyer/Optionee obtains title to the Property prior to said date, Buyer/Optionee shall have no further interest in the Property.

WITNESS THIS 20th day of June, 1995, in Sacramento, California.

SELLER/OPTIONOR:

GEORGE T. DAKUZAKU
individually and as trustee

GRACE C. DAKUZAKU
individually and as trustee

ASSIGNEE:

BY:
CHARLES E. DORN



"EXHIBIT A"

The land referred to in this Report is situated in the County of Sacramento, in the unincorporated
State of California, and is described as follows: area,

All that portion of Lots 29, 30, 31 and 32, as shown on the "Plat of Wolf Heights", recorded in Book 15 of Maps, Map No. 17, records of said County, described as follows:

Beginning at a point in the center line of the County Road along the North line of Section 7, Township 7 North, Range 6 East, M.D.B. & M, distant thereon North 89° 54' East 655 feet from the Northwest corner of Wolf Heights, according to said official plat; thence, South in a direct line 2638.25 feet, more or less, to a point in the South line of said Lot 29, located North 89° 43 1/2' East 658.15 feet from the Southwest corner of said Lot 29; thence North 89° 43 1/2' East, along the South line of said Lot 29, a distance of 658.15 feet to the Southeast corner of said Lot 29; thence North 0° 06' West, along the East line of Lots 29, 30, 31 and 32, being also the center line of a County Road, a distance of 2636.5 feet to the Northeast corner of said Lot 32, in the center line of the first mentioned County Road; thence South 89° 54' West along the center line of said County Road, a distance of 655 feet to the point of beginning.

EXCEPTING THEREFROM all that portion of said Lot 32, described as follows:

Beginning at the Northeast corner of said Lot 32, located at the intersection of the center line of a County Road 66 feet wide, along the North line of said Lot 32, with the center line of a County Road 40 feet wide, along the East line of said Lot 32; thence from said point of beginning, along the North line of said Lot 32, South 89° 54' West 145.00 feet; thence, South 00° 06' East 300.00 feet; thence, North 89° 54' East 145.00 feet to the East line of said Lot 32; thence, North 00° 05' West 300.00 feet to the point of beginning.

ASSESSOR'S PARCEL NUMBERS:

121-0040-003

121-0040-016

121-0040-019

121-0040-020

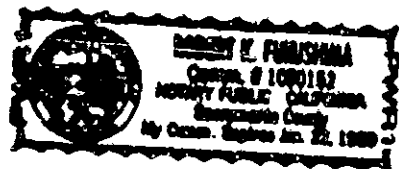
ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO.)

On this 20th day of June, in the year 1995, before me, ROBERT K. FUKUSHIMA, the undersigned, a Notary Public in and for said State, personally appeared GEORGE T. DAKUZAKU and GRACE C. DAKUZAKU, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons or entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public in and for said State.



ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO.)

On this 3RD day of AUGUST 1995, in the year 1995, before me, MICKEY L. WOLF, the undersigned, a Notary Public in and for said State, personally appeared CHARLES E. DORN, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public in and for said State.

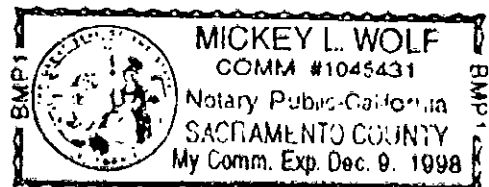



EXHIBIT "C"
To Purchase Agreement

RECORDING REQUESTED BY AND

WHEN RECORDED, RETURN TO:

Pulte Home Corporation
985 Sun City Lane
Lincoln, CA 95648

Attn: John Bayless


To Pt Sacramento County Recording
Mark Norris, Clerk/Recorder
BOOK **20030403** PAGE **2023**
Thursday, APR 03, 2003 2:50:42 PM
Ttl Pd \$18.00 Nbr-0001890210
JRQ/19/1-4

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "**Memorandum**") is made as of the Agreement Date as defined below, by and between by and between Charles E. Dorn ("**Dorn**"), and Pulte Home Corporation, a Michigan corporation ("**Pulte**").

1. This Memorandum is made with respect to certain real property located at 9282 Gerber Road, County of Sacramento (the "**County**"), State of California consisting of approximately 35 gross acres, including utility and power line easements, as more particularly described in **Exhibit "A"** attached hereto (the "**Property**").
2. Dorn is the holder of an option to the Property (the "**Option**") granted under that certain Option Agreement from George T. Dakuzaku and Grace C. Dakuzaku, individually, and as trustees of the Dakuzaku Family Revocable Trust (collectively, "**Dakuzaku**"), to Daru Development Corporation ("**Daru**"), dated May 20, 1994, as amended by the First Amendment to Option Agreement, dated as of July 15, 1994, between Daru Development Corporation and the Dakuzaku Family Revocable Trust, the Second Amendment to Option Agreement, dated as of August 1, 1995, between Dorn and the Dakuzaku Family Revocable Trust, and the Third Amendment to Option Agreement, dated as of July 28, 1999, between Dorn and the Dakuzaku Family Revocable Trust (collectively, as amended, the "**Option Agreement**").
3. The parties agree that the Property will not include certain property retained by Dakuzaku as provided in Section 5.04 of the Option Agreement (the "**Seller Retention Property**"), and that on the Closing Date, the Seller Retention Property will comprise a legally subdivided parcel separate from the Property sold to Pulte hereunder.
4. The Option was assigned by Daru to Dorn on November 28, 1994, pursuant to an Assignment of Option.
5. Dorn and Dakuzaku have executed a Memorandum of Option to Purchase dated May 20,

1994 and recorded on March 9, 1995 in Book 950803, page 910.

6. The parties hereto intend that either (i) Dorn will assign the Option Agreement to Pulte such that Pulte would then simultaneously with such assignment, acquire the fee simple title from Dakuzaku according to the terms of the Option Agreement or (ii) if the simultaneous assignment of the Option Agreement to Pulte and Pulte's closing on the Property is not practical, Dorn will acquire the Property from Dakuzaku under the Option Agreement and sell and convey the fee simple title to the Property to Pulte, all upon the terms and conditions contained in the Purchase Agreement dated as of the Agreement Date between Dorn as seller and Pulte as buyer (the "**Purchase Agreement**").

7. The Close of Escrow under the Purchase Agreement will occur, if at all, by no later than July 10, 2007.

8. This Memorandum may be signed by the parties in different counterparts and the signature pages combined shall create a document binding on all parties.

9. This Memorandum is signed and recorded to give notice of the Purchase Agreement and is in no way intended to modify or supersede the Purchase Agreement and, if there is a conflict between this Memorandum and the Purchase Agreement, the Purchase Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the Agreement Date of October 7, 2002, the date of the last party's execution of the Agreement, as evidenced by the date inserted after the party's signature line on such Agreement.

Dorn:

Charles E. Dorn
CHARLES E. DORN

Pulte:

PULTE HOME CORPORATION, A MICHIGAN CORPORATION

By: [Signature]
John Bayless, its vice president and attorney in fact

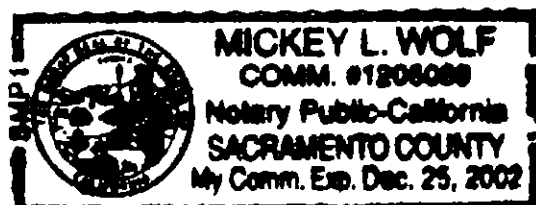
STATE OF CALIFORNIA)ss.
COUNTY OF Sacramento

On 10-03-02 before me, Mickey L. Wolf, a notary public, personally appeared Charles E. Dorn, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that 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.

WITNESS my hand and official seal.

Signature Mickey L. Wolf

P026.204



State of California
County of Placer

On 10/7/02 before me, Kim Carbone
(DATE) (NAME/TITLE OF OFFICER - i.e. "JANE DOE, NOTARY PUBLIC")

personally appeared John Bayless
(NAME(S) OF SIGNER(S))

personally known to me -OR-

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that 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.



Witness my hand and official seal.

(SEAL)

Kim Carbone
(SIGNATURE OF NOTARY)

CAPACITY CLAIMED BY SIGNER(S)

INDIVIDUAL(S)
 CORPORATE _____

OFFICER(S) _____
(TITLES)

PARTNER(S) LIMITED
 GENERAL

ATTORNEY IN FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: _____

SIGNER IS REPRESENTING:

(Name of Person(s) or Entity(ies))

CAPACITY CLAIMED BY SIGNER(S)

INDIVIDUAL(S)
 CORPORATE _____

OFFICER(S) _____
(TITLES)

PARTNER(S) LIMITED
 GENERAL

ATTORNEY IN FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: _____

SIGNER IS REPRESENTING:

(Name of Person(s) or Entity(ies))

ATTENTION NOTARY

The information requested below and in the column to the right is OPTIONAL. Recording of this document is not required by law and is also optional. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:
Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____



EXHIBIT "A"
LEGAL DESCRIPTION

The land referred to in this Report is situated in the State of California, County of Sacramento, and is described as follows:

All that portion of Lots 29, 30, 31 and 32 of Wolf Heights, according to the Official Plat thereof, filed in the Office of the County Recorder of Sacramento County, March 9, 1915, in Book 15 of Maps, Map No. 17, described as follows:

BEGINNING at a point in the center line of the County Road along the North line of Section 7, Township 7 North, Range 6 East, M. D. B. & M., distant thereon North 89 deg. 54' East 655 feet from the Northwest corner of Wolf Heights, according to said Official Plat; thence, South in a direct line 2638.25 feet, more or less, to a point in the South line of said Lot 29, located North 89 deg. 43-1/2' East 658.15 feet from the Southwest corner of said Lot 29; thence North 89 deg. 43-1/2' East, along the South line of said Lot 29, a distance of 658.15 feet to the Southeast corner of said Lot 29; thence North 0 deg. 06' West, along the East line of Lots 29, 30, 31 and 32, being also the center line of a County Road, a distance of 2636.5 feet to the Northeast corner of said Lot 32, in the center line of the first mentioned County Road; thence South 89 deg. 54' West, along the center line of said County Road, a distance of 655 feet to the point of beginning.

EXCEPTING that portion described as follows:

BEGINNING at the Northeast corner of said Lot 32, located at the intersection of the center line of a County Road 66 feet wide, along the North line of said Lot 32, with the center line of a County Road 40 feet wide, along the East line of said Lot 32; thence from said point of beginning, along the North line of said Lot 32, South 89 deg. 54' West 145.00 feet; thence, South 00 deg. 06' East 300.00 feet; thence, North 89 deg. 54' East 145.00 feet to the East line of said Lot 32; thence, North 00 deg. 06' West 300.00 feet to the point of beginning.

APN: 121-0040-003

APN: 121-0040-016

APN: 121-0040-019 and

APN: 121-0040-020