

FIRST AMERICAN TITLE



LARRY WALKER
Auditor/Controller - Recorder

699 First American - MS

When recorded mail to:

Surveyor's Office
Public Works Department
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

Doc #: 2006-0200204



Titles: 1 Pages: 4

Fees	15.00
Taxes	566.50
Other	.00
PAID	581.50

FOR RECORDER'S OFFICE USE ONLY

Project: Home Lumber

A.P.N. ~~POR-0281-02-23~~
0281-021-47,48,49
0281-031-89

DX - 1355

QUITCLAIM DEED

TRANSFER TAX: \$566.50

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF RIVERSIDE, a municipal corporation of the State of California, does hereby remise, release, and forever quitclaim to **MDJ, INC., a California corporation**, the real property as described in Exhibit "A," hereinafter referred to as "Property," attached hereto and incorporated herein by this reference, subject to all restrictions, reservations and exceptions as set forth in Exhibit "A," located in the City of San Bernardino, County of San Bernardino, State of California.

Dated February 15, 2005

CITY OF RIVERSIDE,
a municipal corporation

By [Signature]
City Manager Thomas P. Evans

Attest [Signature]
City Clerk Colleen J. Nicol

APPROVED AND FORN
CITY ATTORNEYS OFFICE

BY [Signature]
City Attorney

Mail Tax Statements To:
Same as Above

When recorded mail to:

Surveyor's Office
Public Works Department
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FOR RECORDER'S OFFICE USE ONLY

Project: Home Lumber

A.P.N. ~~POR-0281-02-23~~

0281-021-474849

0281-031-89

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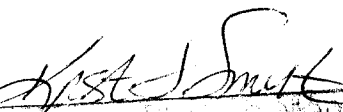
Dated February 15, 2005

CITY OF RIVERSIDE,
a municipal corporation

By 
City Manager Thomas P. Evans

Attest 
City Clerk Colleen J. Nicol

CITY ATTORNEY'S OFFICE


Kristin Smith

Mail Tax Statements To:
Same as Above

GENERAL ACKNOWLEDGEMENT

State of California

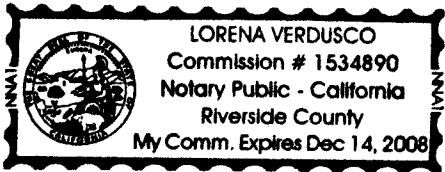
County of Riverside } ss

On February 15, 2005, before me Lorena Verdusco
(date) (name)

a Notary Public in and for said State, personally appeared

Thomas P. Evans and Colleen J. Nicol
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.

Lorena Verdusco
Signature

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

() Attorney-in-fact
() Corporate Officer(s)
Title _____

Title _____

() Guardian/Conservator
() Individual(s)
() Trustee(s)
() Other

() Partner(s)
() General
() Limited

The party(ies) executing this document is/are representing:

EXHIBIT "A"

That certain real property located in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

Parcel 2 of Parcel Map No. 15890, as shown by map on file in Book 210, Pages 34 through 37 of Parcel Maps, records of San Bernardino County, California ("the Property");

ALSO RESERVING AND EXCEPTING THEREFROM:

The City hereby reserves and excepts any and all existing rights to operate and maintain any or all existing wells, pipes or similar operations or structures on the Property, as shown on the map attached hereto as Attachment 1, and further reserves the right to site, develop and maintain one or more water wells, similar operations, structures, water treatment facilities, transmission facilities, water storage or pipelines on or under the Property (collectively, the "Wells and Improvements").

In the event of any development of the Property by MDJ, MDJ and City will cooperate in the relocation of any or all of the Wells and Improvements, if feasible to do so, and such relocation shall be at the expense of MDJ. Should City need to maintain, repair, replace, inspect, operate or remove any or all of the Wells and Improvements, City has the absolute right and discretion to remove any and all of the improvements of MDJ as it determines is necessary. City shall bill MDJ for such actual removal and disposal and MDJ agrees and shall assume and pay to City all costs and expenses incurred by City for the removal and disposal of such improvements of MDJ. Should City allow MDJ to reconstruct and reinstall its improvements, MDJ shall have the sole responsibility and shall pay all costs and expenses associated therein.

The right to site, develop and maintain future Wells and Improvements on, over or under the Property shall be at the City's sole discretion, with the location of such facilities to be determined by mutual consent of the Parties. MDJ shall not unreasonably withhold MDJ's consent to said facility locations.

The City further reserves and excepts any and all water rights associated with or pertaining to the Property or the use of the Property, including but not limited to the rights to extract, use, transport for sale or use, store or remove water from the Property.

The City further reserves from any structural construction an area of one hundred (100) feet square, centered north and south, around each of the six (6) existing wells located on the Property.

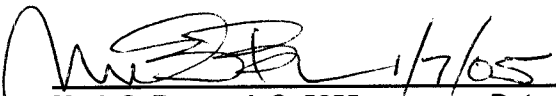
The City further reserves from any structural construction an area of fifty (50) feet in width centered over all existing pipelines on the Property.

All blow-off water from any wells existing or to be constructed on the Property shall be disposed of at MDJ's expense in a manner mutually agreed upon by the City and MDJ.

ALSO IMPOSING THE FOLLOWING RESTRICTIONS ON USE OF THE PROPERTY:

The City hereby reserves and excepts from any future use of the Property any uses of the Property which harm, injure, impede, alter, destroy, damage or threaten the Wells and Improvements, as defined above, or City's water rights associated with the Property, as described above, the quality or quantity of the any water on, over, or under the Property, or in any way associated with the City's water rights, or unreasonably interfere in any other way with the City's water rights over, under or on the Property.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 1/7/05

Mark S. Brown, L.S. 5655 Date Prep. _____
License Expires 9/30/05



SAN BERNARDINO COUNTY ASSESSOR
172 W. THIRD STREET
SAN BERNARDINO, CA 92415-0310

Escrow: 21800-JB

PRELIMINARY CHANGE OF OWNERSHIP REPORT

THIS REPORT IS NOT A PUBLIC DOCUMENT

(To be completed by transferee (buyer prior to transfer of subject property in accordance with Section 480.3 of the Revenue and Taxation Code.)

This report is not a public document.

SELLER/TRANSFEROR: CITY OF RIVERSIDE

BUYER/TRANSFeree: MDJ, INC.

ASSESSOR'S PARCEL NUMBER(S): and,(if applicable)

LEGAL DESCRIPTION: UNIT: Parcel 2 of Parcel Map 15890 LOT: TRACT:

PROPERTY ADDRESS: OR LOCATION: 595 Orange Show Road

San Bernardino, CA

Mail Tax Information To: (Name): MDJ, INC.

(Address): Attention: Dennis Johnson

P. O. Box 6305

San Bernardino, CA 92412

FOR RECORDER'S USE ONLY

FOR ASSESSOR'S USE ONLY

CLUSTER _____
OC1 _____ OC2 _____
DT _____ INT _____
RC _____ SP\$ _____
DTT\$ _____ #PCL _____

A preliminary Change of Ownership Report must be filed with each conveyance in the County Recorder's office for the county where the property is located; this particular form may be used in all counties of 58 California.

The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the San Bernardino County Assessor. For further information on your supplemental tax roll obligation, please call the San Bernardino County Assessor at (909) 387-6740.

PART I: TRANSFER INFORMATION Please answer all questions

- Yes No A. Is this transfer solely between husband and wife? (addition of a spouse, death of a spouse, divorce settlement, etc.)
- Yes No B. Is this transaction only a correction of the name(s) of the person(s) holding title to the property?
(For example, a name change upon marriage.)
- Yes No C. Is this document recorded to create, terminate, or reconvey a lender's interest in the property?
- Yes No D. Is this transaction recorded only to create, terminate, or reconvey a security interest (e.g. consigner)?
- Yes No E. Is this document recorded to substitute a trustee under a deed of trust, mortgage, or similar document?
- Yes No F. Did this transfer result in the creation of a joint tenancy in which the seller (transferor) remains as one of the joint tenants?
- Yes No G. Does this transfer return property to the person who created the joint tenancy (original transferor)?
- H. Is this transfer of property:
 - Yes No 1. to a trust for the benefit of the grantor, or grantor's spouse?
 - Yes No 2. to a trust revocable by the transferor?
 - Yes No 3. to a trust from which the property reverts to the grantor within 12 years?
- Yes No I. If this property is subject to a lease, is the remaining lease term 35 years or more including written options?
- Yes No J. Is this a transfer from parents to children or from children to parents?
- Yes No K. Is this transaction to replace a principal residence by a person 55 years of age or older?
- Yes No L. Is this transaction to replace principal residence by a person who is severely disabled as defined by Revenue and Taxation Code Section 69.5?

If you checked yes to J, K, or L, an applicable claim form must be filed with the County Assessor. Please provide any other information that would help the Assessor to understand the nature of the transfer. _____

IF YOU HAVE ANSWERED "YES" TO ANY OF THE ABOVE QUESTIONS EXCEPT J, K, OR L, PLEASE SIGN AND DATE, OTHERWISE COMPLETE BALANCE OF THE FORM.

PART II: OTHER TRANSFER INFORMATION

- A. Date of transfer if other than recording date: _____
- B. Type of transfer. Please check appropriate item.
 - Purchase Foreclosure Gift Trade or Exchange Merger, Stock, or Partnership Acquisition
 - Contract of Sale - Date of Contract _____
 - Inheritance - Date of Death _____ Other (please explain): _____
 - Creation of a Lease Assignment of a Lease Termination of a Lease
 - Date Lease Began _____
 - Original term in years (including written options) _____
 - Remaining term in years (including written options) _____
- C. Was only a partial interest in the property transferred? Yes No If 'Yes' indicate the percentage transferred: _____ %

AS-SV25 SBE-ASD AH 502-A FRONT 1-8-92

Please complete & sign
DX 1355

PRELIMINARY CHANGE OF OWNERSHIP REPORT

Escrow: 21800-JB

Please answer, to the best of your knowledge, all applicable questions, sign and date. If a question does not apply, indicate with 'N/A'.

PART III: PURCHASE PRICE & TERMS OF SALE

A. CASH DOWN PAYMENT or Value of Trade or Exchange (excluding closing cost) Amount \$ 515,000

B. FIRST DEED OF TRUST @ _____ % Interest for _____ years. Payments/Mo. = \$ _____ (Prin. & Int.) Amount \$ N/A
 FHA Fixed Rate New Loan
 Conventional Variable Rate Assumed Existing Loan Balance
 VA All Inclusive D.T. \$ _____ Wrapped) Bank or Savings & Loan
 Cal-Vet Loan Carried by Seller Finance Company
 Balloon Payment Yes No Due Date _____ Amount \$ _____

C. SECOND DEED OF TRUST @ _____ % Interest for _____ years. Payments/Mo. = \$ _____ (Prin. & Int.) Amount \$ N/A
 Bank or Savings & Loan Fixed Rate New Loan
 Loan Carried by Seller Variable Rate Assumed Existing Loan Balance
 Balloon Payment Yes No Due Date _____ Amount \$ _____

D. OTHER FINANCING - Is other financing involved not covered in (B) and (C) above? Yes No Amount \$ N/A
 Type _____ @ _____ % Interest for _____ years. Payments/Mo. = \$ _____ (Prin. & Int. only)
 Bank or Savings & Loan Fixed Rate New Loan
 Loan Carried by Seller Variable Rate Assumed Existing Loan Balance
 Balloon Payment Yes No Due Date _____ Amount \$ N/A

E. IMPROVEMENT BOND Yes No Outstanding Balance: Amount \$ _____

F. TOTAL PURCHASE PRICE (or acquisition price, if traded or exchanged, include real estate commission if paid). Total Items A through E \$ 515,000

G. PROPERTY PURCHASED: Through a broker: Direct from seller: Other _____
 If purchased through a broker, provide broker's name and phone no.: _____
 Please explain any special terms or financing and any other information that would help the assessor understand purchase price and terms of sale.

PART IV: PROPERTY INFORMATION

A. IS PERSONAL PROPERTY INCLUDED IN PURCHASE PRICE (other than a mobilehome subject to local property tax)? Yes No
 If 'Yes', enter the value of the personal property included in the purchase price \$ _____ (Attach itemized list of personal property).

B. IS THIS PROPERTY INTENDED AS YOUR PRINCIPAL RESIDENCE? Yes No
 If 'Yes', enter date of occupancy _____ / _____ / _____ or intended occupancy _____ / _____ / _____
 month day month day

C. TYPE OF PROPERTY TRANSFERRED:
 Single-Family Residence Agricultural Timeshare
 Multiple-family residence (no. of Units: _____) Co-op/Own-your-own Mobilehome
 Commercial/Industrial Condominium Unimproved lot
 Other (Description: _____)

D. DOES THE PROPERTY PRODUCE INCOME? () Yes () No

E. IF THE ANSWER TO QUESTION 'D' IS YES, IS THE INCOME FROM:
 Lease/Rent Contract Mineral Rights Other-explain _____

F. WHAT WAS THE CONDITION OF PROPERTY AT THE TIME OF SALE? Good Average Fair Poor
 Enter here, or on an attached sheet, any other information that would assist the Assessor in determining value of the property such as the physical condition of the property, restrictions, etc.
The City of Riverside restricts the use of the property in a manner that would harm their water rights or the means to extract water.
 I certify that the foregoing is true, correct and complete to the best of my knowledge and belief.

Signed Milton Johnson Date 11/9/05
 Please Print Name of New Owner/Corporate Officer MDJ, Inc Milton Johnson, President
 Phone Number where you are available from 8:00 a.m. - 5:00 p.m. (909) 381-1771

(NOTE: The Assessor may contact you for further information)

IF A DOCUMENT EVIDENCING A CHANGE OF OWNERSHIP IS PRESENTED TO THE RECORDER FOR RECORDATION WITHOUT THE CONCURRENT FILING OF A PRELIMINARY CHANGE OF OWNERSHIP REPORT, THE RECORDER MAY CHARGE AN ADDITIONAL RECORDING FEE OF TWENTY DOLLARS (\$20.00).

DX1355