

July 19, 1984

Mr. Ray Brickey & Mr. Ron Smith
Cascadel Property Owners Association
4969 E. Clinton
Fresno, CA 93727

Dear Ray & Ron:

Enclosed is a document acceptable to us to open escrow for our sale of the recreation property.

The date, July 19, 1984, has been duly filled in on page #1 of the enclosed document.

Please note a correction on page #2, line 7, which changes 1984 to 1985. Also "Exceptions 15 through 19" should be noted and signed. Perhaps your "Preliminary Title Report" is incomplete regarding rights'-of-ways. There isn't a description of our right-of-way to Lot 40. Our home on lot 40 has no described access to the roadways in Cascadel Subdivisions. So, we have had the land surveyor, a man named Forest Shepherd, in Madera to provide a right-of-way description which matches what exists in fact as part of our home. This described right-of-way must be included as a condition of record in our sale to you. Please don't leave us with future problems with our home. This is not negotiable.

I initialed paragraph 8 on page #3.

On Page #4, paragraph 12, "Destruction of Improvements" is unacceptable to me and my family. I have retyped that page offering a substitute paragraph entitled "Maintenance of Improvements".

On the new Page #4, I have entered in paragraph 11, the name and address required for "Notices...to Seller".

On the new Page #4, I have rephrased the last sentence in paragraph 13. I have done this because I have reservations as to your intent and I will probably not be agreeable to any other constituted group of purchasers, because I, also, am a homeowner in Cascadel.

I and my family are signing these documents as corrected by us. A copy of the corrected document and of this letter are being sent to Barbara Zizzo, Safeco Title Company, Oakhurst. These documents are marked "Informational". You will have to furnish the enclosed Original Document to effect the opening of an escrow. The deposit in the amount of \$3,040 will need to accompany the documents to effect the opening of the escrow. We have not made any major change from your intent.

Sincerely,



Dr. E. L. Moon

DL

**AN EXCLUSIVE EASEMENT FOR
INGRESS & EGRESS PURPOSES**

Being a strip of land 60.00 feet in width lying in Outlot "C" as shown on the Map of Tract No. 119, CASCADEL WOODS SUBDIVISION No. 4", recorded in Volumn 9 at Page 146 in Madera County Official Records, lying in Section 16, T.8 S, R.23 E, M.D.B.& M. and more particularly described as follows;

Beginning at the Northwest Corner of Lot 41 of said Tract No. 119; THENCE N20°35'00"W, along the East line of Cascadel Drive, a distance of 60.29 feet; THENCE N75°02'00"E, parallel to and 60.00 feet from the Northerly line of said Lot 41, a distance of 124.09 feet; THENCE N62°05'00"E, parallel to and 60.00 feet from the Northwesterly line of Lot 40, a distance of 133.46 feet; THENCE N62°36'10"E, parallel to and 60.00 feet from the Northerly line of Lot 40, a distance of 147.99 feet; THENCE S27°23'50"E a distance of 60.00 feet; THENCE S62°36'10"W, along the Northerly line of said Lot 40, a distance of 147.72 feet, THENCE S62° 05' 00" W along the Northwesterly line of said Lot 40, a distance of 140.00 feet, to the North Lot Corner common to Lots 41 and 40; THENCE S75°02'00"W, along the North line of Lot 41, a distance of 125.00 feet, TO THE POINT OF BEGINNING.

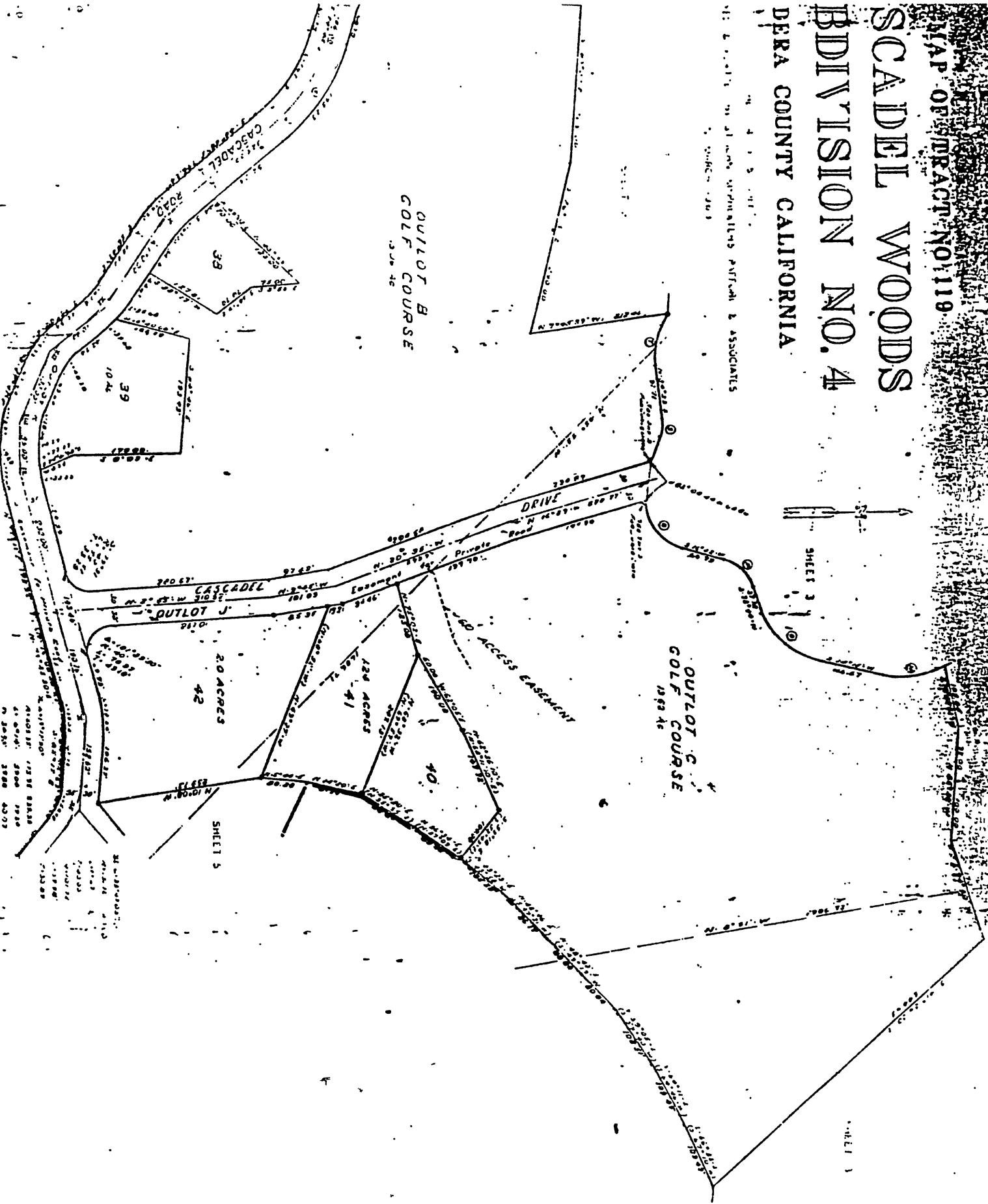
Containing 0.56 acres more or less.

EXCEPTING THEREFROM any easements or other rights which owners of, or parties having interest in land in said Cascadel Woods Subdivision No.4, may have in Outlot "C" in said Tract, as disclosed by the Map thereof.

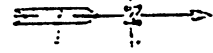
SCADEL WOODS DIVISION NO. 4 DEKA COUNTY CALIFORNIA

MAP OF TRACT NO. 119

W. L. ... & ASSOCIATES



20 ACRES
124 ACRES
40.
42
SHEET 3



SHEET 3

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

AND

ESCROW INSTRUCTIONS

Date:

Escrow No. _____

To: Safeco Title Insurance Company
P. O. Box 700
Oakhurst, California 93644

ATTENTION: Barbara Zizzo

DL

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS (the "Agreement") is made and entered into by LINDA E. MARTIN, a married woman as her sole and separate property as to Parcel No. 1, ARLON L. MOON, a single man as to Parcel No. 2 and DR. E. L. MOON and BETTY E. MOON, husband and wife as joint tenants as to Parcel No. 3, ("Sellers") and CASCADEL WOODS PROPERTY OWNERS ASSOCIATION or the successor as hereinafter provided, ("Buyer") this 29th day of July, 1984. In consideration of the mutual covenants contained herein, Buyer and Seller do hereby agree, and SAFECO TITLE INSURANCE COMPANY ("Title Company") is instructed, as follows:

1. Legal Description. Sellers now own the real property described in Exhibit "A" which is attached hereto and made a part hereof.

2. Purchase and Sale. Pursuant to the terms, covenants and conditions as set forth in this Agreement, Sellers do hereby agree to sell and Buyer does hereby agree to purchase the property subject to the Permitted Exceptions (as hereinafter defined).

3. Purchase Price. The total purchase price for the Parcel together with that personal property as disclosed on Exhibit "B" shall be the sum of ONE HUNDRED THIRTY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$135,500) to be paid by Buyer to Sellers as follows:

(a) Upon the opening of this escrow, Buyer shall deposit with the escrow holder a check in the amount of THREE THOUSAND FORTY DOLLARS (\$3,040) payable to Sellers which check shall remain uncashed and which shall be released to Sellers upon the formation of a county service area, encompassing among other properties CASCADEL WOODS SUBDIVISIONS 1, 2 and 4, or November 30, 1984,

whichever occurs first. Said sum of money to be released to Sellers shall not act as a credit upon the purchase price, but as being paid in consideration for the Sellers' agreement to accept an escrow of the length as hereinafter specified. Thereafter, Buyer shall pay outside of escrow the sum of SEVEN HUNDRED SIXTY DOLLARS (\$760.00) per month beginning November 30, 1984, as consideration for the escrow to remain through June 1, 1985. These payments shall not constitute a partial payment of the purchase price. *These 1985*

(b) The purchase price which shall be due at the close of escrow as hereinafter defined, shall be paid as follows:

(1) A down payment of FIFTY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$55,500) of which the escrow company is hereby directed and authorized to pay to the CASCADEL WOODS PROPERTY OWNERS ASSOCIATION out of Sellers' proceeds the sum of FIFTY-FIVE HUNDRED DOLLARS (\$5,500).

(2) The remaining balance of the purchase price shall be represented by a Promissory Note secured by a First Deed of Trust against all of the parcels as heretofore defined. The terms of said Promissory Note shall provide for payments in monthly installments of NINE HUNDRED TWENTY-EIGHT AND 88/100 DOLLARS (\$928.88) or more, including interest at the rate of 7% per annum on the unpaid principal balance, unless, because of budgetary requirements, the service area to be formed is required to make payments on less frequent intervals. In that case, the amount of such payment shall be predicated upon a 10-year amortization at 7% interest with at least semi-annual payments. The interest will begin at the close of escrow with the monthly payments commencing one month thereafter and so continuing until paid in full. The escrow holder is directed to endorse the reverse of the Note at close of escrow to indicate the date from which interest is to accrue, the date of the first monthly payment and the maturity date of the Note.

4. Grant Deed. Sellers will convey the parcel to Buyer pursuant to a Grant Deed in the standard form used by the title company, subject to the Permitted Exceptions. Prior to the close of escrow, Sellers shall deliver the Grant Deed to the title company in escrow to be recorded by the title company and delivered to Buyer at close of escrow.

5. Condition of Title. Title of the property shall be delivered to Buyer from Sellers at close of escrow, free and clear of all liens and encumbrances, save and except Exceptions 1-8, Exceptions 15 and 16, as disclosed in that certain Preliminary Title Report issued by SAFECO TITLE INSURANCE COMPANY, Order No. 114106, dated May 25, 1984, a copy of which report is attached hereto as Exhibit "C" and made a part hereof.

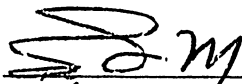
Also See Attached:

A described right of way to Lot 40, reserved from the Grant Deed of Lot C to Purchasers.

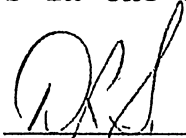
6. Title Insurance. As soon as practicable after the close of escrow, title company shall issue to Buyer its standard C.L.T.A. Owner's Policy of Title Insurance with liability in the amount of the purchase price, showing title of the property vested in Buyer subject only to the Permitted Exceptions as heretofore specified, together with a Deed of Trust in favor of Sellers securing the balance of the purchase price.

7. Prorations. The escrow company is hereby directed to prorate all taxes as of the close of escrow. Any lien against the subject property arising out of or relating to the formation of the service area, shall be assumed by Buyer.

8. Close of Escrow. Escrow shall be open upon delivery of this Agreement, executed by both Buyer and Sellers, to title company. Escrow shall close as promptly as practicable following the formation of the Madera County Service Area and the receipt of funds by virtue of either its taxing authority or the borrowing of such funds from any governmental entity, but in no event shall escrow close later than June 1, 1985, unless extended by mutual agreement of the parties. If escrow does not close prior to June 1, 1985, and no written extension is received, this escrow shall automatically terminate and all documents shall be returned to the party which deposited them in escrow. Any funds paid by Buyer to Sellers during the period of escrow, as heretofore specified, shall be retained by Sellers. Should this escrow not close due to the failure of the Buyer, both Buyer and Sellers agree by initialing this provision that the amounts paid by Buyer to Sellers as heretofore specified, constitutes a reasonable estimate under the circumstances existing at the time this Contract is made of the damages Sellers would sustain because of such a default, may be retained by Sellers as liquidated damages in the event of such default.


JEN & C. D. L.

Initial of Sellers



Initial of Buyer

9. Costs of Sale and Escrow Expenses. Each party shall bear his own legal and accounting fees and expenses incurred with respect to this transaction. Buyer agrees to pay for any and all escrow charges, save and except any documentary transfer tax.

10. Further Escrow Instructions and Assurances. Buyer and Sellers do hereby agree to make, execute and deliver such documents and undertake such other and further acts as may be deemed reasonable and necessary to carry out the provisions of this Agreement and the intent of the parties hereto.

11. Notices. All notices, payments or other communications required or permitted under this Agreement shall be in writing and shall be deemed to be duly given if delivered in person, or by United States mail, certified or registered, postage prepaid, properly addressed as follows:

If to Sellers:

Mr. & Mrs. E. L. Moon
8145 Prunedale North Road
Salinas, CA 93907

If to Buyer:

Ron Smith
Cascadel Property Owners Association
Box 734
North Fork, California

Or such other addresses as may be furnished in writing by any party hereto, and such notice or communication shall be deemed to have been given when delivered personally or two (2) business days after the date so mailed.

12. Maintenance of Improvements. Seller agrees to maintain the improvements in approximately their present condition and to maintain insurance to cover damages to said improvements from fire or acts of vandalism. Damages to improvements in excess of 1% of the purchase price of said property shall be considered "substantial" and will require repairs done and paid for by seller or seller's insurance. Said repairs for such damage shall be completed before close of escrow.

13. Assignability of this Agreement. Sellers acknowledge that it is the intent of Buyer to assign the provisions of this Agreement to a service area to be formed by the County of Madera and hereby specifically consents to the assignment by Buyer to such service area. However, the consent to such assignment is not deemed a waiver of Sellers' rights to consent to any further assignment; any such request for assignment shall be reasonably considered.

14. Time is of the essence. Time is of the essence of this Agreement and each event, condition, notice or demand provided herein to be made.

15. Entire Agreement. This Agreement sets forth the entire agreement between Buyer and Sellers with respect to the purchase and sale of the parcel and supersedes all prior understandings and agreements whether oral or written.

16. Other Conditions.

(a) Without concern to the escrow holder, it is hereby coveded and agreed by and between Buyer and Sellers that Sellers shall retain the right to harvest any apple crop being produced on the subject property for a period of ten years after the date of close of escrow.

(b) Buyer agrees to deliver to escrow holder for use by escrow holder at the time of closing of escrow a Dismissal with Prejudice of that certain action filed in Madera County Superior Court, Case No. 28548.

17. Conditions For Close of Escrow. The obligations of Buyer pursuant to this Agreement are expressly conditioned upon the formation of a Madera County Service Area covering the properties located within CASCADEL WOODS SUBDIVISIONS 1, 2 and 4, as well as the approval of the governing body of that service area of these Escrow Instructions.

18. Inurement. This Agreement shall inure to the benefit and bind the heirs, successors, assigns and transferees of the respective parties hereto.

19. Legal Fees. In the event it becomes necessary for any party to this Agreement to institute legal proceedings to enforce any term or provision of this Agreement, the prevailing party thereto shall be entitled to recover, in addition to their costs, reasonable attorney fees.

"SELLERS"

Linda E. Martin
LINDA E. MARTIN

Arlon L. Moon
ARLON L. MOON

Dr. E. L. Moon
DR. E. L. MOON

Betty E. Moon
BETTY E. MOON

"BUYER"

CASCADEL WOODS PROPERTY OWNERS ASSN.

By Gary David Brown

Order No. 114106

EXHIBIT "A"

PARCEL NO. 1

Out Lot A in the Cascadel Woods Subdivision No. 4, according to the map thereof, recorded August 5, 1963, in Book 9 of Maps, at pages 146 to 150, Madera County Records.

EXCEPTING THEREFROM any portion thereof which lies within that strip of land 60 feet wide through the S 1/2 of Section 16, Township 8 South, Range 23 East, M. D. B. & M., as dedicated to the County of Madera as a street right of way in that certain Offer of Dedication dated December 22, 1967 and recorded July 11, 1969 in Book 1038 of Official Records, page 466, Madera County Records, Document No. 7595.

PARCEL NO. 2

Out Lot B in the Cascadel Woods Subdivision No. 4, according to the map thereof recorded August 5, 1963, in Book 9 of Maps, at pages 146 to 150, Madera County Records.

EXCEPTING THEREFROM any portion thereof which lies within that strip of land 60 feet wide through the S 1/2 of Section 16, Township 8 South, Range 23 East, M. D. B. & M., as dedicated to the County of Madera as a street right of way in that certain Offer of Dedication dated December 22, 1967 and recorded July 11, 1969 in Book 1038 of Official Records, page 466, Madera County Records, Document No. 7595.

PARCEL NO. 3

Out Lot C and Out Lot : in the Cascadel Woods Subdivision No. 4, according to the map thereof recorded August 5, 1963 in Book 9 of Maps, at pages 146 to 150, Madera County Records.

EXCEPTING THEREFROM any portion thereof which lies within that strip of land 60 feet wide through the S 1/2 of Section 16, Township 8 South, Range 23 East, M. D. B. & M., as dedicated to the County of Madera as a street right of way in that certain Offer of Dedication dated December 22, 1967 and recorded July 11, 1969 in Book 1038 of Official Records, page 466, Madera County Records, Document No. 7595.

EXHIBIT "B"

1. Smaller refrigerator in kitchen.
2. Four tables, miscellaneous chairs, drapes and floor coverings located in the clubhouse.
3. Piano, located in the clubhouse.
4. Large cooking range in clubhouse.
5. All pool equipment and water heater.
6. Butcherblock table.
7. 1,000 gallon water tank located above clubhouse.
8. Pool pump.
9. Any sprinkling equipment.
10. Evaporative cooler.
11. Gas-powered mower. (not in my possession)

DLS

D. S. Brown
Lew G. P. L.

EXHIBIT "C"

Order No. 114106

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:

1. Property taxes, including any assessments collected with taxes, to be levied for the fiscal year 1984-1985 which are a lien not yet due and payable.

APN 60-480-02; 60-480-05; 60-490-04; and 60-490-050

b. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Sen. Bill No. 813 (1983).

2. Easements and rights as stated on and shown by the map and labeled "Recreation Area", "Golf Course", "Easements for Private Road" or a named "road", "drive", or "lane".

3. An easement affecting that portion of said land and for the purposes stated therein and incidental purposes thereto,

In favor of: B. Alonzo Cornwell

For: road purposes and public utility purposes 60 feet in width over and along certain streets in Cascadel Woods Subdivision No. 4

Recorded: June 10, 1963 in Book 870, page 279 of Official Records

4. A Declaration of Covenants, conditions and restrictions, but deleting restrictions, if any, based upon race, color, religion or national origin,

Recorded: October 16, 1963, in Book 881, page 161 of Official Records

Document No: 14632

Said instrument was not executed by all owners of Lots in said Subdivision at the date thereof.

Amended Declaration of Restrictions dated November 5, 1963 were recorded November 6, 1963 in Vol. 892 of Official Records, page 601, Madera County Records, Document No. 15480.

The effect of a Supplemental Declaration dated April 26, 1971 by Dev-Land, Inc., a corporation herein it is stated that the Restrictions dated June 26, 1963 were revoked and eliminated in its entirety by the Amended Declaration of Restrictions dated November 5, 1963 and that said amended restrictions is the one and only valid Restrictions, covenants and agreements affecting said Cascadel Woods Subdivision No. 4, recorded April 20, 1971 in Vol. 1089 of Official Records, page 479, Madera County Records, Document No. 5088, and modified by Modification of Declaration recorded July 19, 1971 in Vol. 1096 of Official Records, page 75, Madera County Records, Document No. 8726.



SAFECO

Order No. 114106

5. The effect of a Modification of Declaration dated July 16, 1971, executed by Dev-Land Inc., a corporation and recorded July 19, 1971 in Book 1096, page 75 of Official Records, Document No. 8726, wherein it was stated that Paragraph 3 of the Declaration of Restrictions recorded October 16, 1963 declared that "No portion of said property, nor any of said Lots shall be used except for residential purposes." The declarant in said Modification then affirmed that the declarations of said Paragraph 3 of said recorded Restrictions applied only to Lots 1 to 50 inclusive of said Subdivision No. 4 and not to the Outlots.

Said statement is erroneous in that it should have referred to either Paragraph 4 of the Declaration of Restrictions recorded October 16, 1963 or to Paragraph 3 of the Amended Declaration of Restrictions recorded November 6, 1963.

At the date of said Modification of Declaration the said Dev-Land Inc., held no interest of record in said subdivision, nor was said Modification executed by any of the owners who were in title on said date.

6. Matters contained in that certain document entitled "Grant of Riparian Water Right and Right of Way Agreement" dated May 31, 1963, executed by and between Cascadel Ranch Properties, Inc., and Cascadel Mutual Water Co., recorded August 23, 1965, in Book 942, Page 562 of Official Records, Document No. 12527, which document, among other things, contains or provides for maintenance and use existing Water Distributing System.

Reference is hereby made to the public record for full particulars.

7. Matters contained in that certain document entitled "Judgment" dated May 17, 1974 and recorded May 20, 1974, in Book 1197, Page 166 of Official Records, Document No. 6957 and recorded March 13, 1975, in Book 1226, Page 133 of Official Records, Document No. 3554, which document, among other things, contains or provides for the use of said outlots.

Reference is hereby made to the public record for full particulars.

8. An Offer for Dedication to the County of Madera of a right of way for any public purposes on, over and across a portion of said lands, as set forth in that certain Instrument recorded September 13, 1976, in Book 1288, page 20, Madera County Records, Document No. 15612.

Order No. 114106

pd

9. A Deed of Trust to secure an indebtedness of \$18,500.00, and any other obligations secured thereby;

Dated: July 8, 1980

Trustor: Basil Robinson and Anna Marie Robinson, husband and wife

Trustee: Safeco Title Insurance Company,
a California corporation

Beneficiary: B. Alonzo Cornwell and Jacquelin M. Cornwell,
husband and wife, as Community Property

Recorded: July 11, 1980, in Book 1537, Page 325 of Official Records

Document No: 14311

Said Deed of Trust was made second and subordinate to that certain deed of trust shown as Encumbrance Nos. 12 and 13 herein by Agreement recorded November 19, 1982 as Document No. 21566.

10. A Deed of Trust to secure an indebtedness of \$22,000.00, and any other obligations secured thereby;

Dated: September 21, 1981

Trustor: E. L. Moon and Betty E. Moon, husband and wife

Trustee: Crocker Custody Corporation,
a California corporation

Beneficiary: Crocker National Bank,
a national banking association

Recorded: September 28, 1981, in Book 1607, Page 66 of Official
Records

Document No: 19856

Affects: Parcel No. 3

A Request that a copy of any Notice of Default and of any Notice of Sale under the above deed of trust be mailed to:

Party: Western Community Moneycenter

Address: 675 Ygnacio Valley Road, Suite A-100,
Walnut Creek, CA 94596

fl

11. The effect of a Deed of Trust to secure an indebtedness of \$22,514.00, and any other obligations secured thereby;

Dated: December 8, 1981

Trustor: Rev. E. L. Moon and Rev. B. E. Moon

Trustee: Safeco Title Insurance Company,
a California corporation

Beneficiary: Basil Robinson

Recorded: January 29, 1982, in Book 1624, Page 184 of Official
Records

Document No: 1737

At the date of the recordation of said Deed of Trust, Rev. E. L. Moon and Rev. B. E. Moon held no record interest in Outlots A and B nor have they since acquired any.



SAFECO

Order No. 108550

11 continued...

Said Deed of Trust was made second and subordinate to that certain deed of trust shown as Encumbrance Nos. 12 and 13 herein by Agreement recorded November 18, 1982 as Document No. 21567.

12. A Deed of Trust to secure an indebtedness of \$16,000.00, and any other obligations secured thereby;

Dated: November 10, 1982

Trustor: Linda E. Martin, Arlong L. Moon, E. L. Moon and Betty E. Moon

Trustee: Safeco Title Insurance Company

Beneficiary: Western Community MoneyCenter, a corporation

Recorded: November 18, 1982 in Book 1667 Page 431 of Official Records

Document No: 21768

Affects: Out Lots A, B. & C

13. A Deed of Trust to secure an indebtedness of \$90,005.70, and any other obligations secured thereby;

Dated: November 12, 1982

Trustor: Linda E. Martin, a married woman as her sole and separate property, as to Parcel 1; Arlon L. Moon, a single man, as to Parcel 2; E. L. Moon and Betty E. Moon, Husband and Wife as Joint Tenants, as to Parcel 3

Trustee: Safeco Title Insurance Company, a California corporation

Beneficiary: FLC Financial Services

Recorded: November 18, 1982 in Book 1667 Page 436 of Official Records

Document No: 21769

Affects: Out Lots A, B, & C

The beneficial interest under said Deed of Trust was assigned of record by instrument recorded November 18, 1982 as Document No. 21570.

Assignee: WESTERN COMMUNITY MONEYCENTER

14. No liability is hereby undertaken as to the priority between the Deeds of Trust shown as Encumbrance Nos. 12 and 13.

Order No. 114106

15. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to: The Ponderosa Telephone Co.

(No representation is made as to the present ownership of said easement)

Purpose: right of way to bury telephone cable to serve this and adjacent property, and from time to time to construct, reconstruct, excavate, install, inspect, repair, replace, further extend, operate and maintain a telephone line or system.

Recorded: February 6, 1984, in Book 1742, page 313 of Official Records

Document No: 2490

Affects: Out Lot A

The exact location and extent of said easement is not disclosed of record.

16. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to: The Ponderosa Telephone Co

(No representation is made as to the present ownership of said easement)

Purpose: right of way to place buried cable to serve this and adjacent property and from time to time, to construct, reconstruct, excavate, install, inspect, repair, replace, further extend, operate and maintain a telephone line or system

Recorded: February 17, 1984, in Book 1745, page 1 of Official Records

Document No: 3367

Affects: Out Lot B

The exact location and extent of said easement is not disclosed of record.



SAFECO

Order No. 114106

17. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to: The Ponderosa Telephone Co.
(No representation is made as to the present ownership of said easement)

Purpose: right of way to place buried cable to serve this and adjacent property and from time to time, to construct, reconstruct, excavate, install, inspect, repair, replace, further extend, operate and maintain, a telephone line or system

Recorded: February 17, 1984, in Book 1745, page 2 of Official Records

Document No: 3368

Affects: Out Lot C

The exact location and extent of said easement is not disclosed of record.

18. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to: The Ponderosa Telephone Co.
(No representation is made as to the present ownership of said easement)

Purpose: Right of way to place buried cable to serve this and adjacent property and from time to time, to construct, reconstruct, excavate, install, inspect, repair, replace, further extend, operate and maintain, a telephone line or system

Recorded: February 17, 1984, in Book 1745, page 3 of Official Records

Document No: 3369

Affects: Out Lot E

The exact location and extent of said easement is not disclosed of record.

19. Lot 40 Right-of-way.
END OF SCHEDULE B

[Handwritten signature]

[Handwritten initials]



BILL OF SALE

ARLON L. MOON, DR. E. L. MOON, BETTY E. MOON and LINDA E. MARTIN hereby jointly transfer for valuable consideration receipt of which is hereby acknowledged in which consideration is expressly understood to be the purchase price paid pursuant to the terms and provisions of Escrow No. _____ with Safeco Title Insurance Company for the purchase and sale of certain real property described therein to CASCADEL WOODS PROPERTY OWNERS ASSOCIATION or the successor all that personal property described in Exhibit "A" which is attached hereto and made a part hereof. Sellers warrant that the title of the property so transferred is free and clear of all liens and encumbrances and possessory interests of any third party. This Bill of Sale shall be effective only upon the consummation of the aforescribed escrow for the purchase and sale of certain real property described therein.

Arlon L. Moon

ARLON L. MOON

Dr. E. L. Moon

DR. E. L. MOON

Betty E. Moon

BETTY E. MOON

Linda E. Martin

LINDA E. MARTIN

EXHIBIT "A"

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5. All pool equipment and water heater.
6. Butcherblock table.
7. 1,000 gallon water tank located above clubhouse.
8. Pool pump.
9. Any sprinkling equipment.
10. Evaporative cooler.
11. Gas-powered mower. (Not in my possession)

DRS

EM
LEN
BLM