

Amended IV



**First American Title Insurance Company
National Commercial Services
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Escrow Officer: Kimberleigh Toci
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Buyer: SCCRTC

Owner: Union Pacific Railroad Company

Property: Santa Cruz branch line, Watsonville to Davenport, CA
(Main Track and Spurs)

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this 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 or referred to as an Exception below 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 and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. 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 September 01, 2009 at 7:30 A.M.

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

CLTA Standard Coverage Policy

A specific request should be made if another form or additional coverage is desired.

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

Union Pacific Railroad Company, a Delaware corporation, formerly Southern Pacific Transportation Company (1998), successor by merger with Southern Pacific Company (1969) and Southern Pacific Railroad Company (1955), successor to Coast Line Railway Company by purchase (1917), and corporate successor of Pajaro and Santa Cruz Railroad Company (1888), the successor to the Santa Cruz Railroad Company by purchase from Pacific Improvement Company (1886)

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

As To Tract I: (The Main Track)

Easements as to the strips, pieces or parcels numbered 8; 11(III); 19; 43; 45; 48; 54; 56(II); 57(III); 70; 112; and certain elements of 106, 108, and 111; fee simple as to the other strips, pieces, or parcels numbered herein, particularly described in the instruments of record referred to herein.

As To Tract II: (The Spurs)

Fee simple as to the strips or parcels numbered 1, 3, and 5; and easements as to the strips or parcels numbered 2, 4, 6, 7, 8, 9, 10, 11, and 12, particularly described in the instruments of record referred to herein.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

A. Affects various Parcels

Rights of the public for street or highway purposes of the land described herein which are within the presently traveled ways of any State Highways, County roads or City streets.

B. Affects various Parcels

The effect, if any, of the expressed or implied intentions, presumptions, terms, or conditions of sale of certain premises described or referred to herein, upon which title was conveyed for railroad purposes to the Santa Cruz Railroad Company (i.e., for instance, "the construction, operation and maintenance of said...railroad," "...for a roadbed and right of way for said...railroad, and for other purposes necessary to

successfully work and conduct the business of said railroad," and "...said parcel(s) of land being necessarily required by the Santa Cruz Railroad Company for the construction, operation and maintenance of its railroad.").

C. Affects various Parcels

The fact that gaps or gores apparently exist between the boundaries of some of the parcels described or referred to herein, which apparently should be contiguous, adjacent, and adjoining.

D. Affects various Parcels

The fact that there are certain segments along the Santa Cruz Branch Line and Davenport Branch Line where no right of way or other land title appears to have been granted for railroad purposes.

E. Affects various Parcels

The effect of any incompleteness, indefiniteness, incongruities, and/or insufficiencies of the boundary descriptions contained in conveyances of title to the Santa Cruz Railroad Company, or others referred to herein.

THE FOLLOWING MATTERS AFFECT TRACT I OF THE DESCRIPTION (THE MAIN TRACK):

1. Real property taxes are currently assessed under the State Board of Equalization Public Utility Tax Roll; Code Area No. (various) . Which includes this and other property; for full particulars, please contact the State Board of Equalization Property Tax Validation Division, Telephone Number (916) 322-2323. Additional information to follow upon request.

2. Affects V72-6, No. 1

The "right to construct, reconstruct, maintain and operate a . . . 24 inch sewer pipe . . . beneath the tracks and property of Railroad at or near Watsonville," upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of June 1, 1959, recorded in Volume 1258, Pages 478-484, Official Records of Santa Cruz County, between Southern Pacific Company and Freedom County Sanitation District of Santa Cruz County.

Reference is hereby made to the record thereof for further particulars.

3. Affects V72-6, No. 1

An easement for the sole purpose of constructing, reconstructing, maintaining and using a public street known as Errington Road, upon the terms, conditions, agreements, as set forth in the Grant of Easement dated October 12, 1998, recorded November 19, 1998 as Instrument No. 1998-71075, Official Records of Santa Cruz County, between Union Pacific Railroad Company and City of Watsonville.

Reference is hereby made to the record thereof for further particulars.

4. Affects V72-6, No. 1

A easement for various facilities over a strip of land identified as LD 2212-02-1257 upon the terms, conditions, agreements, as set forth in the Grant on Non-Exclusive Wireline Easement dated January 14, 2000, recorded April 17, 2000 as Instrument No. 2000-18390, Official Records of Santa Cruz County, between Union Pacific Railroad Company and Pacific Gas and Electric

Company.

Reference is hereby made to the record thereof for further particulars.

5. Affects V72-6, No. 1 and No. 36

The "right to construct, reconstruct, maintain and operate one (1) 18" 14- guage corrugated metal pipe for conveying storm waters . . . beneath the tracks and property of Railroad at [or near] Watsonville," upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of March 6, 1961, recorded in Volume 1386, Pages 480-488, Official Records of Santa Cruz County, between Southern Pacific Company and Pajaro Storm Drain Maintenance District.

Reference is hereby made to the record thereof for further particulars.

6. Affects V72-6, No. 1 and No. 36

The "right to construct, operate, use, maintain, alter, add to, reconstruct, enlarge, repair, renew, replace, inspect, improve, relocate, and/or remove overhead electrical systems... " over a strip of land (of indeterminate width) identified as LD 2212-02-1229 upon the terms, conditions, agreements, as set forth in the Grant dated July 28, 1997, recorded October 14, 1997 as Instrument No. 1997-47156, Official Records of Santa Cruz County, between Southern Pacific Transportation Company and Pacific Gas and Electric Company.

Reference is hereby made to the record thereof for further particulars.

7. Affects V72-6, No. 1 and No. 36

The "right to construct, operate, use, maintain, alter, add to, reconstruct, enlarge, repair, renew, replace, inspect, improve, relocate, and/or remove overhead electrical systems... " over a strip of land 10 feet wide identified as LD 2212-02-1245 upon the terms, conditions, agreements, as set forth in the Grant dated February 7, 1997, recorded October 14, 1997 as Instrument No. 1997-47157, Official Records of Santa Cruz County, between Southern Pacific Transportation Company and Pacific Gas and Electric Company.

Reference is hereby made to the record thereof for further particulars.

8. Affects V72-6, No. 1

The "right to construct, reconstruct, maintain and operate a thirty-nine (39) inch sanitary sewer pipeline . . . beneath the tracks and property of Railroad at or near Watsonville," upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of October 4, 1983, recorded December 29, 1983 in Volume 3666, Pages 440-447, Official Records of Santa Cruz County, between Southern Pacific Transportation Company and City of Watsonville.

Reference is hereby made to the record thereof for further particulars.

9. Affects V72-5, No. 12

The effect of the terms or conditions set forth in the Indenture dated as of August 22, 1877, filed for record August 25, 1877 and recorded October 4, 1877 in Volume 24 of Deeds, Pages 466-468, Santa Cruz County Records, between Thomas Allen, first party, and the Santa Cruz Railroad Company, second party, viz:

"In consideration of the maintenance hereafter of, First, good and sufficient fences on both sides of its railroad, so far as said railroad passes through my land in the Pajaro Valley, and, Second, of a convenient crossing protected by cattle guards, over its said railroad at the place where a crossing over said railroad now exists on my said land, and Third, of good and sufficient water ways by ditches or culverts on both sides of said railroad, through my said land."

"The Santa Cruz Railroad Company, its successors and assigns to have and hold the said described premises, while the same are being used for the conducting and maintaining of a railroad, and when such use shall cease the said premises shall be re-conveyed to me, my heirs or assigns."

Reference is hereby made to the record thereof for further particulars.

10. Affects V72-5, No. 10; V72-5, No. 11

The effect of the terms or conditions set forth in the Indenture dated as of August 16, 1877, filed for record August 25, 1877 and recorded October 4, 1877 in Volume 24 of Deeds, Pages 468-469, Santa Cruz County Records, between A.F. Richardson, first party, and the Santa Cruz Railroad Company, second party, and also mentioned in the Indenture dated as of May 15, 1911, recorded June 1, 1911 in Volume 230 of Deeds, Pages 453-454, Santa Cruz County Records, between Mrs. J. E. Richardson and Abbie M. Richardson, first party, and Southern Pacific Railroad Company, second party, viz:

"In consideration of the maintenance hereafter of, First, good and sufficient fences on both sides of its railroad, so far as said railroad passes through my land in the Pajaro Valley, and, Second, of a convenient crossing protected by cattle guards, over its said railroad at the place where a crossing over said railroad now exists on my said land, and Third, of good and sufficient water ways by ditches or culverts on both sides of said railroad, so as to prevent the damming up of any water by said railroad to the injury of my said land."

"The said Santa Cruz Railroad Company, its successors and assigns to have and hold the said described premises, while the same are being used for the conducting and maintaining of a railroad thereon, and when such use shall cease the said premises shall be reconveyed by the said Santa Cruz Railroad Company, its successors or assigns, without consideration, to the said A.F. Richardson, his heirs or assigns."

Reference is hereby made to the record thereof for further particulars.

11. Affects V72-5, No. 2; V72-5, No. 4

The "right to install and maintain a water pipe line across . . . "Parcel 2" in such locations as may be designated by first party. Said pipe line shall be maintained at all times by second parties and third parties at their own expense and to the satisfaction of first party," as granted in the Indenture dated as of July 10, 1948, recorded August 2, 1948 in Volume 668, Pages 357-360, Official Records of Santa Cruz County, by Southern Pacific Railroad Company, first party, to Wylmer W. Warner and Cora W. Warner, second parties, and Manuel David Ferrera and Margaret Ferrera, third parties.

Reference is hereby made to the record thereof for further particulars.

12. Affects V72-5, No. 8

The easement to "construct, reconstruct, maintain and operate one 8-inch diameter cast iron, class 150, water pipeline . . . beneath the tracks and property of Railroad within or near the City of Watsonville," upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of February 8, 1966, recorded March 22, 1966 in Volume 1753, Pages 256-262, Official Records of Santa Cruz County, between Southern Pacific Company, and City of Watsonville.

Reference is hereby made to the record thereof for further particulars.

13. Affects V72-5, No. 8

The right to "construct, reconstruct, maintain and use a street or highway by means of an overpass," upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of February 8, 1966, recorded May 23, 1966 in Volume 1765, Pages 657-660, Official Records of Santa Cruz County, between Southern Pacific Company, and State of California.

Reference is hereby made to the record thereof for further particulars.

14. Affects V72-4, No. 1

The effect of the agreements, terms or conditions set forth in the Indenture dated as of August 25, 1874 and recorded October 27, 1879 in Volume 27 of Deeds, Pages 554-557, Santa Cruz County Records, between Thomas Leonard, first party, and the Santa Cruz Railroad Company, second party, viz:

"The Santa Cruz Railroad Company agrees to construct within three months after the railroad track shall have been laid through the said land of said Leonard, and to thereafter maintain for the use of said Leonard, 1st a railroad switch and platform of sufficient length for two cars on the farm of said Leonard at some point between stations 540 and 544, 2nd a crossing over said railroad at such switch, 3rd a crossing over said railroad by a bridge between stations 553+50 and 562+50, 4th a crossing over said railroad southeasterly from station 561+50 for a wagon road descending from Leonard's southeastern field into the gulch near the eastern boundary of said Leonard's land, provided the right to the last crossing shall cease if the Santa Cruz Railroad Company within five months from date shall cause a wagon road to be constructed from the railroad crossing near the mouth of said gulch, thence ascending up said gulch to the oak flats near station 566, 5th a crossing under said railroad near the southeastern boundary of the farm of said Leonard, 6th cattle guards on each side of said crossing where required, 7th good and sufficient fences on each side of said railroad through the entire breadth of said Leonard's land, and it is further agreed that the rates which shall be charged for freight taken at such switch shall be an average of the rates charged at the Aptos and San Andreas Stations, considering the distance from said switch to either of said stations. It is further agreed that the said Santa Cruz Railroad Company shall pay to said Leonard for what corn may be destroyed in the construction of said railroad at the rate of fifteen dollars an acre. It is further agreed that until the permanent crossings shall have been constructed, temporary crossings shall be provided by said Railroad Company so as to enable said Leonard to enter upon his land on the southwestern side of the tracks."

Reference is hereby made to the record thereof for further particulars.

15. Affects V72-4, No. 2

The effect of the agreements, terms, covenants, or conditions set forth in the Indenture dated as

of October 16, 1888, filed for record November 4, 1888 and recorded November 18, 1888 in Volume 61 of Deeds, Pages 439-443, Santa Cruz County Records, between Thomas Leonard, first party, and the Southern Pacific Railroad Company, second party, viz:

". . . the said party of the second part hereby covenants and agrees to construct and maintain a crossing under its railroad track near the southeastern boundary of the farm of the said party of the first part. Nothing herein contained shall be construed to destroy or impair any of the rights of the party of the first part under that certain conveyance from said Thomas Leonard to the Santa Cruz Railroad Company dated the 25th day of August 1874."

Reference is hereby made to the record thereof for further particulars.

16. Affects V72-4, No. 3

The right to "construct, maintain and use, at its sole cost and expense, a vehicular underpass beneath Railroad's tracks and trestle and appurtenances now or hereafter constructed [etc.]" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of March 7, 1949, recorded April 7, 1949 in Volume 715, Pages 379-387, Official Records of Santa Cruz County, between Southern Pacific Railroad Company et al, and County of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

17. Affects V72-4, No. 3

The terms of the Corporation Grant Deed by Southern Pacific Transportation Company to La Selva Beach Improvement Association dated as of December 5, 1995 and recorded December 19, 1995 in Volume 5773, Pages 589-594, Official Records of Santa Cruz County, with respect to equitable servitudes undertaken by the Grantee.

The easements for pedestrian and private roadway purposes disclosed by and referred to in the aforementioned Corporation Grant Deed.

Reference is hereby made to the record thereof for further particulars.

18. Affects V72-4, No. 6

The right to "construct, maintain and use a street or highway" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of August 15, 1968, recorded September 6, 1968 in Volume 1902, Pages 727-731, Official Records of Santa Cruz County, between Southern Pacific Company, and County of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

19. Affects V72-4, No. 8

The right to "cross the said land hereby conveyed on foot, with stock, and with vehicles at the place opposite to the gate leading to my residence, said crossing to be maintained at said place at the expense of the said Santa Cruz Railroad Company, and said crossing shall not be lowered more than two feet below its present level without my written consent thereto having been first obtained," as set forth in the Indenture dated as of November 16, 1878 and recorded November 18, 1878 in Volume 26 of Deeds, Pages 440-442, Santa Cruz County Records, between James Leonard, and the Santa Cruz Railroad Company.

20. Affects V72-3, No. 2

The right to "cross the said railroad track from the northern part of his land crossed by said railroad to the southern part thereof, at crossings protected by cattle-guards which said crossings and cattle-guards shall be constructed and maintained at the expense of said Railroad Company," as set forth in the Indenture dated as of February 16, 1877, filed for record March 1, 1877 and recorded March 31, 1877 in Volume 24 of Deeds, Pages 77-84, Santa Cruz County Records, between Claus Spreckels, and the Santa Cruz Railroad Company.

21. Affects V72-3, No. 2

The right to "construct, reconstruct, maintain and use a street or highway" upon the terms, conditions, agreements, rights and reservations, and a power of termination, set forth in the Indenture dated as of March 20, 1992, recorded April 21, 1992 in Volume 5018, Pages 920-926, Official Records of Santa Cruz County, between Southern Pacific Transportation Company, and County of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

22. Affects V72-3, No. 4

The terms of the Indenture dated as of August 17, 1904 and recorded August 20, 1904 in Volume 165 of Deeds, Pages 40-41, Santa Cruz County Records, between Magaretha Wiegmann and Christian Wiegmann, first parties, and the Southern Pacific Company, second party, viz:

"The party of the second part agrees to construct a crossing under the railroad track from the property of the parties of the first part to the County road on the southerly side of said track."

Easements for pedestrian and private roadway purposes disclosed or implied thereby.

Reference is hereby made to the record thereof for further particulars.

23. Affects V72-3, No. 5

The terms of the Indenture dated as of October 11, 1874, filed for record October 13, 1874 and recorded November 7, 1874 in Volume 18 of Deeds, Pages 472-473, Santa Cruz County Records, between Antonio Castro, first party, and the Santa Cruz Railroad Company, second party, viz:

"[The party of the second part] shall . . . make and maintain a crossing from said Castro's land to the County road under said railroad."

Easements for pedestrian and private roadway purposes disclosed or implied thereby.

Reference is hereby made to the record thereof for further particulars.

24. Affects V72-3, No. 7

The right to "construct, maintain and use a highway over and across its right of way and beneath its tracks and appurtenances now or hereafter existing thereon, by means of a concrete and steel subway . . . near Valencia Creek" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of March 17, 1925, recorded May 2, 1925 in Volume 53, Pages 1-7, Official Records of Santa Cruz County, between Southern Pacific Railroad Company et al, and County of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

25. Affects V72-3, No. 8

The effect of the agreements, terms or conditions set forth in the Indenture dated as of December 30, 1876, filed for record December 30, 1876 and recorded January 27, 1877 in Volume 22 of Deeds, Pages 363-366, Santa Cruz County Records, between Jose Arano, first party, and the Santa Cruz Railroad Company, second party, viz:

"[The Santa Cruz Railroad Company] shall plank or pave and so construct and maintain its main and side tracks that they shall not be an obstruction to the said lot or from the same, and shall grade the ground hereby conveyed so as to be level with said tracks as near as may be, and shall erect, construct, and maintain its main and side tracks on and across the lands hereby conveyed so as to provide good and convenient crossings from the lot of said Jose Arano to the County road [from Santa Cruz to Watsonville], and shall keep the entire front between the said County road and said Arano's lot open and clear and shall not construct any structures of any kind on the land hereby conveyed and granted except the said main track and side track, with its switches and a passenger platform which shall be on a level with said tracks, and that no lumber, timber, stone, earth, or any other freight shall be stored or piled upon the lands hereby conveyed and granted, provided this shall not be deemed to apply to freight or baggage brought to the tracks for immediate shipment or landed therefrom for immediate delivery."

"Said Arano reserves the full and free right of way over and across the lands hereby conveyed to and from his said lot to the north thereof, the said Railroad Company to remove and put up the fence on the line of the lands hereby granted, and further that no side track or switch shall be ever constructed so as to be nearer than twenty feet to the south line of said Arano's lot without a special consent from him had in writing for that purpose, that all the terms and conditions hereof shall apply to and bind the heirs, assigns, and successors hereto of the said parties."

Easements for pedestrian and private roadway purposes disclosed or implied thereby.

Reference is hereby made to the record thereof for further particulars.

26. Affects V72-3, No. 9

The right to "cross the said railroad track at the two crossings now existing on said land, to wit, one crossing under the track near the southeast end of the Valencia bridge, the other crossing over the track on the wagon bridge near the said Spreckels' boundary line, which said bridge shall be maintained at the expense of said Santa Cruz Railroad Company" as set forth in the Indenture dated as of January 3, 1877, filed for record February 15, 1877 and recorded March 26, 1877 in Volume 24 of Deeds, Pages 7-11, Santa Cruz County Records, between B.C. Nichols, and the Santa Cruz Railroad Company.

Easements for pedestrian and private roadway purposes disclosed or implied thereby.

Reference is hereby made to the record thereof for further particulars.

27. Affects V72-3, No. 2; V72-3, No. 9

The right to "maintain and use a highway over and across its right of way and crossing its tracks and appurtenances now or hereafter existing thereon, by means of an overhead bridge [at Aptos Beach Drive]" upon the terms, conditions, agreements, and a power of termination, set forth in

the Indenture dated as of January 1, 1933, recorded March 27, 1933 in Volume 236, Pages 422-425, Official Records of Santa Cruz County, between Southern Pacific Railroad Company et al, and County of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

28. Affects V72-3, No. 1; V72-3, No. 2, V72-3, No. 3; V72-3, No. 9

The right "without cost to the State . . . to construct, and for the public generally to use a public highway under and beneath the right of way and property of Railroad and under and across its tracks and appurtenances now or hereafter existing thereon, by means of two undergrade crossings" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of August 20, 1947, recorded September 3, 1947 in Volume 593, Pages 27-29, Official Records of Santa Cruz County, between Southern Pacific Railroad Company et al, and State of California.

Reference is hereby made to the record thereof for further particulars.

29. Affects V72-3, No. 2

The right to "construct, reconstruct, maintain and use a street or highway [at Seascaple Boulevard]" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of March 9, 1965, recorded April 8, 1965 in Volume 1686, Pages 407-413, Official Records of Santa Cruz County, between Southern Pacific Company, and County of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

30. Affects V72-3, No. 2

The right to "construct, reconstruct, maintain and use a street or highway [at Mar Vista Drive]" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of April 11, 1968, recorded May 15, 1968 in Volume 1881, Pages 516-518, Official Records of Santa Cruz County, between Southern Pacific Company, and County of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

31. Affects V72-3, No. 2

The right to "construct, reconstruct, maintain and use a street or highway [at Club House Drive]" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of August 8, 1968, recorded September 16, 1968 in Volume 1904, Pages 303-309, Official Records of Santa Cruz County, between Southern Pacific Company, and County of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

32. Affects V72-3, No. 2

The right to "construct, reconstruct, maintain and use a street or highway [at Club House Drive]" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of August 8, 1968, recorded September 16, 1968 in Volume 1904, Pages 303-309, Official Records of Santa Cruz County, between Southern Pacific Company, and County of Santa

Cruz.

Reference is hereby made to the record thereof for further particulars.

33. Affects V72-3, No. 2; V72-3, No. 10

The right to "construct, reconstruct, maintain and operate four (4) storm drain pipeline connections . . . [to the Sumner Avenue drainage pipeline] at or near Aptos" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of August 28, 1968, recorded November 15, 1968 in Volume 1916, Pages 516-522, Official Records of Santa Cruz County, between Southern Pacific Company, and County of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

34. Affects V72-3, No. 2

The right to "construct, reconstruct, maintain and use highway slopes . . . for highway and utility purposes [alongside Sumner Avenue]" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of October 1, 1970, recorded November 16, 1970 in Volume 2055, Pages 123-126, Official Records of Santa Cruz County, between Southern Pacific Transportation Company, and County of Santa Cruz.

Reference is hereby made to the record thereof for further particulars

35. Affects V72-3, No. 2; V72-3, No. 6

The right to "construct, reconstruct, maintain and operate a two and one half inch (2 1/2") water pipeline beneath the tracks and property of Railroad, at or near Aptos" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of May 21, 1975, recorded June 26, 1975 in Volume 2514, Pages 613-620, Official Records of Santa Cruz County, between Southern Pacific Transportation Company, and County of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

36. Affects V72-3, No. 2

The right to "construct, reconstruct, maintain and operate a twelve (12) inch water pipeline . . . in, upon, along, across, and beneath the property and tracks of Railroad, at or near Aptos" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of October 22, 1984, recorded May 17, 1985 in Volume 3836, Pages 856-863, Official Records of Santa Cruz County, between Southern Pacific Transportation Company, and Soquel Creek County Water District.

Reference is hereby made to the record thereof for further particulars.

37. Affects V72-3, No. 11

The right to "construct, reconstruct, maintain and use an emergency road/pedestrian/bicycle highway" upon the terms, conditions, agreements, rights and reservations, and a power of termination, set forth in the Indenture dated as of March 20, 1992, recorded April 21, 1992 in Volume 5018, Pages 916-919, Official Records of Santa Cruz County, between Southern Pacific Transportation Company, and County of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

38. Affects V72-2, No. 1; V72-1, No. 26

The condition providing for reversion of title set forth in the Indenture dated as of June 9, 1877, filed for record June 9, 1877 and recorded August 4, 1877 in Volume 24 of Deeds, Pages 291-294, Santa Cruz County Records, between Uriah W. Thompson and Charlotte Thompson, and the Santa Cruz Railroad Company, viz:

"The said land being necessarily required by the said grantee for the construction, operation and maintenance of its railroad and to be used only for that purpose and when the said parcel of land hereby conveyed shall cease to be used for the operation and maintenance of said railroad and for railroad purposes and passway [sic], the estate hereby granted to revert to and reinvest in the grantors or their legal representatives and successors to the general tract of land of which the premises above described are a part."

In addition, other terms, conditions, reservations, rights, and agreements set forth in said Indenture dated as of June 9, 1877, viz:

"The said grantors hereby reserve for themselves, their heirs and assigns, the right to cross the said railroad track and the granted premises at the present place of crossing at station [153+6] on said railroad, such crossing to be either flush with the track and protected by cattleguards, or, at the option of the Santa Cruz Railroad Company, on a bridge over the track, also the right to have their cattle, horses and other animals cross under the track at the Rodeo Gulch bridge, such crossings to be maintained at the cost and expense of said grantee and its successors, in such a manner as to make said crossings convenient, passable and practicable for the purposes aforesaid, and maintain a good and sufficient fence on each side of its track from the eastern end of the Rodeo Gulch bridge to the said [sic] lane leading to Lynsky's farm, and, also on each side of said track in the said Rodeo Gulch wherever required in order to prevent stock getting on the track. Said grantee shall not be required to change the line of the fences on each side of the track as at present constructed to the lines of the parcel of land hereby conveyed until a new fence shall be required, and until such time, such portion of the premises hereby conveyed outside the present fences may be used by said grantors at the annual rent of one cent, but no taxes shall be paid by grantors for any portion of the land granted situated outside of the fences as at present constructed by said grantee on either side of the track."

Easements for pedestrian and private roadway purposes disclosed or implied thereby.

Reference is hereby made to the record thereof for further particulars.

39. Affects V72-2, No. 2

The "right to cross the said railroad track from the northern part of his land, crossed by said railroad, to the southern part thereof, at crossings protected by cattleguards, which said crossings and cattleguards shall be constructed and maintained at the expense of said Railroad Company," as set forth in the Indenture dated as of July 11, 1876, filed for record August 2, 1876 and recorded August 14, 1876 in Volume 21 of Deeds, Pages 377-380, Santa Cruz County Records, between F.A. Hihn, and the Santa Cruz Railroad Company.

Easements for pedestrian and private roadway purposes disclosed or implied thereby.

Reference is hereby made to the record thereof for further particulars.

40. Affects V72-2, No. 7, V72-2, No. 8

The "right to cut, remove, and take the timber growing on the land within the boundaries of the parcels of land hereby conveyed," as set forth in the Indenture dated as of August 9, 1904 and recorded August 17, 1904 in Volume 155 of Deeds, Pages 438-450, Santa Cruz County Records, between F.A. Hihn Company, and Southern Pacific Railroad Company.

In addition, other terms and agreements set forth in said Indenture dated as of August 9, 1904, viz:

"Said Grantee at its expense: To supply and place on the North side of its track, where needed, from the East side of Bay Street to the Western end of the land hereby granted, sufficient red gravel to fill Bay Avenue, and the land beyond the North line of the parcel of land herein firstly described, for a distance of ten (10) feet Northerly from the North line of said second parcel of land to a level ten (10) feet below the level of the railroad track; also to erect and maintain a new fence on the North line of the first described parcel of land."

Reference is hereby made to the record thereof for further particulars.

41. Affects V72-2, No. 10

The conditions "that the Santa Cruz Railroad Company shall cause to be constructed a good and substantial picket fence on both sides of their said Railroad so far as the same runs through my said farm and shall provide a good and convenient crossing for persons, animals and vehicles across the said Railroad," as set forth in the Indenture dated as of December 3, 1873, filed for record December 13, 1873 and recorded in Volume 15 of Deeds, Page 410, Santa Cruz County Records, between Thomas Fallon, and Santa Cruz Railroad Company.

Easements for pedestrian and private roadway purposes disclosed or implied thereby.

Reference is hereby made to the record thereof for further particulars.

42. Affects V72-2, No. 11

The "right to cross the said Railroad track from the northern part of his said farm, crossed by said railroad, to the southern part thereof, at a crossing protected by cattleguards, which said crossing and cattleguards shall be constructed and maintained at the expense of said Railroad Company," as set forth in the Indenture dated as of July 11, 1876, filed for record August 2, 1876 and recorded August 11, 1876 in Volume 21 of Deeds, Pages 367-368, Santa Cruz County Records, between B.F. Porter, and the Santa Cruz Railroad Company.

Easements for pedestrian and private roadway purposes disclosed or implied thereby.

Reference is hereby made to the record thereof for further particulars.

43. Affects V72-2, No. 12

The agreements "that the Santa Cruz Railroad Company . . . will at its own cost within six months from date construct and thereafter maintain good and sufficient fences on each side of its said Railroad, and will also provide the said party of the first part with a good and sufficient crossing over its said railroad from the Northern to the Southern side thereof over the land hereby granted with a cattle-guard and a gate on each side of said crossing," as set forth in the Indenture dated as of August 22, 1874, filed for record December 30, 1874 and recorded

February 16, 1875 in Volume 1 of Agreements, Pages 500-501, Santa Cruz County Records, between John S. Ord, first party, and the Santa Cruz Railroad Company, second party.

Easements for pedestrian and private roadway purposes disclosed or implied thereby.

Reference is hereby made to the record thereof for further particulars.

44. Affects V72-2, No. 13

The condition providing for reversion of title set forth in the Indenture dated as of June 17, 1876, filed for record August 2, 1876 and recorded August 12, 1876 in Volume 21 of Deeds, Pages 372-374, Santa Cruz County Records, between S.W. Holladay and Georgiana C. Ord Holladay, and the Santa Cruz Railroad Company, viz:

"In case said railroad should be removed to a different place or line from that upon which it is now built, so that said land should be no longer required or used for said purposes, or if for any reason the land above described shall become no longer necessary for railroad purposes, then this grant shall cease and the rights therein hereby granted shall revert to the said Georgiana C. O. Holladay or to her successors in interest."

45. Affects V72-2, No. 2

The right "to construct, maintain, and use, at its sole cost and expense, a vehicular underpass beneath Railroad's tracks and trestle and appurtenances thereto, now or hereafter constructed" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of April 7, 1938, recorded May 10, 1938 in Volume 344, Pages 154-156, Official Records of Santa Cruz County, between Southern Pacific Railroad Company, and State of California.

Reference is hereby made to the record thereof for further particulars.

46. Affects V72-2, No. 5

The right "to construct, reconstruct, maintain and use a pedestrian walkway" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of December 1, 1952, recorded March 7, 1955 in Volume 1006, Pages 550-555, Official Records of Santa Cruz County, between Southern Pacific Railroad Company et al, and the City of Capitola.

Reference is hereby made to the record thereof for further particulars.

47. Affects V72-2, No. 5

The right "to construct, reconstruct, maintain and use a street or highway" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of April 21, 1954, recorded March 7, 1955 in Volume 1006, Pages 556-560, Official Records of Santa Cruz County, between Southern Pacific Railroad Company et al, and the City of Capitola.

Reference is hereby made to the record thereof for further particulars.

48. Affects V72-2, No. 2

The right "to construct, maintain and use a sidewalk" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of October 2, 1951, recorded March 11, 1955 in Volume 1007, Pages 368-373, Official Records of Santa Cruz County, between

Southern Pacific Railroad Company et al, and the City of Capitola.

Reference is hereby made to the record thereof for further particulars.

49. Affects V72-2, No. 2

An easement for the sole purpose of emergency ingress and egress upon the terms, conditions, agreements, including rights of termination, as set forth in the Easement Grant dated as of October 1, 1998, recorded October 26, 1998 as Instrument No. 1998-64326, Official Records of Santa Cruz County, between Union Pacific Railroad Company and T. M. Countis and Michelle L. Countis, Trustees, under the T.M. and Michelle L. Countis Family Trust dated August 13, 1998.

Reference is hereby made to the record thereof for further particulars.

50. Affects V72-2, No. 2; V72-2, No. 18

An easement to "construct, reconstruct, maintain and operate one (1) four (4) inch diameter sewer pipeline . . . beneath the tracks and property of Railroad at Capitola" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of November 12, 1963, recorded October 26, 1964 in Volume 1653, Pages 516-522, Official Records of Santa Cruz County, between Southern Pacific Company, and Capitola Sanitation District.

Reference is hereby made to the record thereof for further particulars.

51. Affects V72-2, No. 7; V72-2, No. 9

The right "to construct, reconstruct, maintain and use a street or highway" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of February 15, 1965, recorded March 15, 1965 in Volume 1681, Pages 83-88, Official Records of Santa Cruz County, between Southern Pacific Company, and the City of Capitola.

Reference is hereby made to the record thereof for further particulars.

52. Affects V72-2, No. 5; V72-2, No. 6

The right to "construct, reconstruct, maintain and operate a 24-inch reinforced concrete storm drain pipe . . . beneath the tracks and property of Railroad at or near Capitola" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of January 2, 1968, recorded February 13, 1968 in Volume 1864, Pages 392-399, Official Records of Santa Cruz County, between Southern Pacific Company, and City of Capitola.

Reference is hereby made to the record thereof for further particulars.

53. Affects V72-2, No. 2

The right "to construct, reconstruct, maintain and use a street or highway by means of an underpass" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of October 3, 1969, recorded December 24, 1969 in Volume 1994, Pages 343-346, Official Records of Santa Cruz County, between Southern Pacific Company, and the City of Capitola.

Reference is hereby made to the record thereof for further particulars.

54. Affects V72-2, No. 2

The right to "construct, reconstruct, maintain and operate a ten (10) inch vitrified clay sanitary sewer pipe . . . beneath the tracks and property of Railroad at or near Capitola" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of August 9, 1973, recorded October 9, 1973 in Volume 2354, Pages 665-673, Official Records of Santa Cruz County, between Southern Pacific Transportation Company, and Santa Cruz County Sanitation District.

Reference is hereby made to the record thereof for further particulars.

55. Affects V72-2, No. 1; V72-2, No. 2

The right to "construct, reconstruct, maintain and use a street or highway" at 38th Avenue, upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of September 30, 1976, recorded August 3, 1977 in Volume 2797, Pages 477-484, Official Records of Santa Cruz County, between Southern Pacific Transportation Company, and County of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

56. Affects V72-2, No. 18

The right to "construct, reconstruct, maintain and operate a 24" SCCP sanitary sewer pipeline crossing . . . in, upon, along, across, and beneath the property and tracks of Railroad, at or near Capitola" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of July 14, 1977, recorded July 20, 1977 in Volume 2791, Pages 293-300, Official Records of Santa Cruz County, between Southern Pacific Transportation Company, and Santa Cruz County Sanitation District.

Reference is hereby made to the record thereof for further particulars.

57. Affects V72-2, No. 2

The right to "construct, reconstruct, maintain and operate a 30" VCP sanitary sewer pipeline crossing . . . in, upon, along, across, and beneath the property and tracks of Railroad, at or near Capitola" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of July 14, 1977, recorded July 20, 1977 in Volume 2791, Pages 301-308, Official Records of Santa Cruz County, between Southern Pacific Transportation Company, and Santa Cruz County Sanitation District.

Reference is hereby made to the record thereof for further particulars.

58. Affects V72-2, No. 1

The right to "construct, reconstruct, maintain and operate two (2) six (6) inch water pipelines crossing . . . in, upon, along, across, and beneath the property and tracks of Railroad" in Thompson Avenue, upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of January 11, 1977, recorded March 3, 1978 in Volume 2881, Pages 227-234, Official Records of Santa Cruz County, between Southern Pacific Transportation Company, and City of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

59. Affects V72-2, No. 1

The right to "construct, reconstruct, maintain and operate a forty-two (42) inch reinforced concrete drain pipe . . . in, upon, along, across, and beneath the property and tracks of Railroad, at or near Cliffside" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of June 29, 1979, recorded August 23, 1979 in Volume 3098, Pages 388-394, Official Records of Santa Cruz County, between Southern Pacific Transportation Company, and Santa Cruz County Flood Control and Water Conservation District.

Reference is hereby made to the record thereof for further particulars.

60. Affects V72-2, No. 10

The right to "construct, reconstruct, maintain and operate a ten (10) inch sanitary sewer line . . . in, upon, along, across, and beneath the property and tracks of Railroad, at or near Capitola" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of August 3, 1982, recorded September 24, 1982 in Volume 3486, Pages 262-271, Official Records of Santa Cruz County, between Southern Pacific Transportation Company, and Santa Cruz County Sanitation District.

Reference is hereby made to the record thereof for further particulars.

61. Affects V72-2, No. 4

The right to "construct, reconstruct, maintain and operate a forty-two (42) inch storm sewer . . . in, upon, along, across, and beneath the property and tracks of Railroad, at or near [47th Avenue]" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of September 3, 1982, recorded November 29, 1982 in Volume 3506, Pages 639-646, Official Records of Santa Cruz County, between Southern Pacific Transportation Company, and Santa Cruz County Flood Control and Water Conservation District.

Reference is hereby made to the record thereof for further particulars.

62. Affects V72-1, No. 18

The condition providing for reversion of title set forth in the Indenture dated as of November 25, 1873, filed for record December 2, 1873 and recorded in Volume 16 of Deeds, Pages 417-418, Santa Cruz County Records, between Thomas Pilkington, first party, and the Santa Cruz Rail road Company, second party, viz:

"To have and to hold the same unto said party of the second part and its assigns for railroad purposes alone and in case of failure to use the same for such purposes the same shall revert to the present owners."

In addition, other terms, conditions, reservations, rights, and agreements set forth in said Indenture dated as of December 2, 1873, viz:

"The said party of the second part has agreed and hereby agrees to and with the said party of the first part, his heirs and assigns, for his or their accommodation and convenience to fence said land hereby conveyed . . . on the Northwesterly and Southeasterly sides of said proposed railroad across the land of said Pilkington and to make a crossing for waggons [sic] and cattle to pass at such points as may hereafter be agreed upon between said parties of the first and second part and in the event that the land of said party of the first part lying on the Southeasterly side of

proposed railroad shall be subdivided into lots, every facility shall be afforded for crossing at the ends of each Street that terminates at said railroad and right angles thereto [sic] for their extension through the lands of others adjoining on the Northwesterly side of said railroad."

Easements for pedestrian and private roadway purposes disclosed or implied thereby.

Reference is hereby made to the record thereof for further particulars.

63. Affects V72-1, No. 13

The condition providing for termination set forth in the Indenture dated as of December 1, 1877, filed for record December 1, 1877 and recorded December 22, 1877 in Volume 26 of Deeds, Pages 47-48, Santa Cruz County Records, between Elizabeth Liddell, first party, and the Santa Cruz Railroad Company, second party, viz:

"The right of way hereinbefore granted and the right to construct embankments upon said tract of land shall cease and determine if at any time the same shall not be used in good faith for the term of one year for the operation of said railroad."

Reference is hereby made to the record thereof for further particulars.

64. Affects V72-1, No. 14

The "right to cross the track or tracks of said railroad at any point on my front where and when said track is not necessarily occupied by cars," as set forth in the Indenture dated as of November 13, 1878 and recorded November 13, 1878 in Volume 26 of Deeds, Pages 437-438, Santa Cruz County Records, between George J. Fake, and the Santa Cruz Railroad Company.

Easements for pedestrian and private roadway purposes disclosed or implied thereby.

The condition providing for termination set forth in said Indenture dated as of November 13, 1878, between George J. Fake, first party, and the Santa Cruz Railroad Company, second party, viz:

"The right and title hereinbefore granted shall cease and determine if at any time the said land shall not be used in good faith for the term of one year for railroad purposes."

Reference is hereby made to the record thereof for further particulars.

65. Affects V72-1, No. 9

The condition providing for reversion of title set forth in the Indenture dated as of March 17, 1892 and recorded March 18, 1892 in Volume 86 of Deeds, Pages 108-109, Santa Cruz County Records, between Mrs. Jane Lynch, first party, and the Santa Cruz Railroad Company, second party, viz:

"The land above described shall be used solely for railroad purposes and . . . in the event said second party, its successors or assigns, shall cease to use it for railroad purposes, it shall revert to the party of the first part her heirs or assigns."

Reference is hereby made to the record thereof for further particulars.

66. Affects V72-1, No. 26

The right to "construct and maintain a highway" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of August 20, 1923, recorded October 26, 1923 in Volume 4, Pages 497-502, Official Records of Santa Cruz County, between Southern Pacific Company et al, and County of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

67. Affects V72-1, No. 13; V72-1, No. 14; V72-1, No. 15; V72-1, No. 19

The right to "construct and maintain a highway upon and across . . . and lying within the railroad right of way and property of first party" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of July 20, 1925, recorded September 15, 1925 in Volume 49, Pages 130-133, Official Records of Santa Cruz County, between Southern Pacific Company et al, first party, and City of Santa Cruz, second party.

Reference is hereby made to the record thereof for further particulars.

68. Affects V72-1, No. 15

An easement "for a flood control channel" (the San Lorenzo River outlet) upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of May 29, 1958, recorded July 28, 1958 in Volume 1196, Pages 283-291, Official Records of Santa Cruz County, between Southern Pacific Company, and City of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

69. Affects V72-1, No. 23; V72-1, No. 25; V72-1, No. 26

The right to "construct, reconstruct, maintain and operate one (1) 8-inch sewer pipe line . . . one (1) 15-inch sewer pipe line . . . and two (2) 12-inch sewer pipe lines beneath the property and tracks of Railroad, at or near Cliffside" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of July 6, 1959, recorded September 16, 1959 in Volume 1271, Pages 115-125, Official Records of Santa Cruz County, between Southern Pacific Company, and East Cliff Sanitation District of Santa Cruz County.

Reference is hereby made to the record thereof for further particulars.

70. Affects V72-1, No. 20

The right to "construct, reconstruct, maintain and use a street or highway" and the right "to construct, reconstruct, maintain and use slopes for highway purposes" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of July 10, 1962, recorded October 9, 1962 in Volume 1499, Pages 725-729, Official Records of Santa Cruz County, between Southern Pacific Company, and City of Santa Cruz, and as supplemented according to the terms and provisions of the "Supplemental Agreement" by and between said parties dated as of January 30, 1967 and recorded April 13, 1967 in Volume 1813, Pages 647-651, Official Records of Santa Cruz County.

Reference is hereby made to the record thereof for further particulars.

71. Affects V72-1, No. 22; V72-1, No. 30

The right to "construct, reconstruct, maintain and use a street or highway" in Seventh Avenue, upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of October 15, 1962, recorded April 15, 1964 in Volume 1611, Pages 96-101, Official Records of Santa Cruz County, between Southern Pacific Company, and County of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

72. Affects V72-1, No. 18; V72-1, No. 19; V72-1, No. 20

Easements "for public street and street improvement purposes" in or along Murray Street, upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of March 3, 1965, recorded April 15, 1964 in Volume 1611, Pages 96-101, Official Records of Santa Cruz County, between Southern Pacific Company, and County of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

73. Affects V72-1, No. 23

The right to "construct, reconstruct, maintain and operate a 10" water main . . . in, upon, along, across, and beneath the tracks and property of Railroad" in Seventeenth Avenue, upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of February 2, 1977, recorded April 22, 1977 in Volume 2749, Pages 477-484, Official Records of Santa Cruz County, between Southern Pacific Transportation Company, and City of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

74. Affects V72-1, No. 20

The right to "construct, reconstruct, maintain and operate a thirty-six (36) inch reinforced concrete force main sewer pipeline . . . beneath the tracks and property of Railroad, at or near [Mott Avenue]" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of July 26, 1974, recorded February 21, 1979 in Volume 3024, Pages 382-387, Official Records of Santa Cruz County, between Southern Pacific Transportation Company, and County of Santa Cruz, County Sanitation District.

Reference is hereby made to the record thereof for further particulars.

75. Affects V72-1, No. 19

The right to "construct, reconstruct, maintain and operate a ten (10) inch water main . . . in, upon, along, across, and beneath the property and tracks of Railroad, at or near [Mountain View Avenue]" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of July 31, 1978, recorded June 13, 1979 in Volume 3069, Pages 215-222, Official Records of Santa Cruz County, between Southern Pacific Transportation Company, and City of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

76. Affects V72-1, No. 8; V72-1, No. 9; V89-1, No. 2; V89-1, No. 36; V89-1, No. 37

The right to "construct, reconstruct, maintain and operate storm drain facilities . . . in, upon,

along, across, and beneath the property and tracks of Railroad, at or near [Neary's Lagoon]" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of October 2, 1979, recorded November 19, 1979 in Volume 3135, Pages 66-72, Official Records of Santa Cruz County, between Southern Pacific Transportation Company, and City of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

77. Affects V72-1, No. 23; V72-1, No. 24

The right to "construct, reconstruct, maintain and use a street or highway" in Seventeenth Avenue, upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of April 29, 1980, recorded October 7, 1980 in Volume 3247, Pages 286-291, Official Records of Santa Cruz County, between Southern Pacific Transportation Company, and County of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

78. Affects V72-1, No. 23

The right to "construct, reconstruct, maintain and operate a twelve (12) inch sanitary sewer main . . . in, upon, along, across, and beneath the property and tracks of Railroad, at or near [Schwan Lagoon]" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of February 25, 1981, recorded April 14, 1981 in Volume 3315, Pages 380-387, Official Records of Santa Cruz County, between Southern Pacific Transportation Company, and Santa Cruz County Sanitation District.

Reference is hereby made to the record thereof for further particulars.

79. Affects V72-1, No. 18

The right to "construct, reconstruct, maintain and use a street or highway by means of an overpass [East Cliff Drive]" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of January 6, 1988, recorded January 19, 1988 in Volume 4276, Pages 411-414, Official Records of Santa Cruz County, between Southern Pacific Transportation Company, and City of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

80. Affects V72-1, No. 23

The right to "construct, reconstruct, maintain and operate a 48-inch RCP culvert . . . in, upon, along, across, and beneath property and tracks of Railroad, at or near [Schwan Lagoon]" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of December 11, 1989, recorded April 16, 1990 in Volume 4660, Pages 81-90, Official Records of Santa Cruz County, between Southern Pacific Transportation Company, and Santa Cruz County Department of Public Works.

Reference is hereby made to the record thereof for further particulars.

81. Affects V72-1, No. 8; V72-1, No. 9, V89-1, No. 36; V89-1, No. 37

The right to "construct, reconstruct, maintain and operate a 66-inch storm drain and pump

station . . . in, upon, along, across, and beneath property of Railroad, at or near [Neary's Lagoon]" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of January 30, 1991, recorded March 14, 1991 in Volume 4804, Pages 291-310, Official Records of Santa Cruz County, between Southern Pacific Transportation Company, and City of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

82. Affects V72-1, No. 8

The license and permit to "construct, maintain and use a private roadway across the tracks and upon property of Railroad . . . at or near Santa Cruz" upon the terms, conditions, and agreements set forth in the Private Roadway Agreement dated as of January 30, 1991, recorded March 14, 1991 in Volume 4804, Pages 311-319, Official Records of Santa Cruz County, between Southern Pacific Transportation Company, and City of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

83. Affects V89-1, No. 27

The "right to the use of a right of way twenty five (25) feet wide, for private road purposes, along the easterly line of the land herein conveyed" as reserved by the first parties in the Indenture dated as of July 26, 1905 and recorded February 5, 1906 in Volume 171 of Deeds, Pages 445-447, Santa Cruz County Records, between Ada M. Russell and William Russell, first parties, and the Southern Pacific Company, second party.

Reference is hereby made to the record thereof for further particulars.

84. Affects V89-1, No. 28

The terms or conditions providing that "Right of way to be fenced, and drainage to be taken care of by Railroad Company" as set forth in the Indenture dated as of August 26, 1905 and recorded October 17, 1905 in Volume 176 of Deeds, Pages 320-321, Santa Cruz County Records, between William T. Kerley and M.J. Kerley, first parties, and the Southern Pacific Company, second party.

Reference is hereby made to the record thereof for further particulars.

85. Affects V89-1, No. 26

The terms or conditions providing that "said party of the second party is to construct a good and substantial fence on the southerly boundary line of the lot land hereby conveyed before taking down or removing any of the fences on the northerly and westerly boundary lines of the lot of land hereby conveyed" as set forth in the Indenture dated as of October 11, 1905 and recorded October 12, 1905 in Volume 177 of Deeds, Pages 198-199, Santa Cruz County Records, between Charles P. Streator and George J. Streator, and the Coast Line Railway Company.

Reference is hereby made to the record thereof for further particulars.

86. Affects V89-1, No. 6

The terms, conditions, and agreements as set forth in the Indenture dated as of February 23, 1906 and recorded March 12, 1906 in Volume 185 of Deeds, Pages 194-197, Santa Cruz County Records, between City of Santa Cruz, and Coast Line Railway Company, viz:

"Coast Line Railway Company shall build retaining walls wherever the same may be necessary [and] . . . it shall lower and put in satisfactory shape all pipe lines and sewers now upon, in, or about said premises [and] . . . it shall lower all oil tanks wherever necessary [and] . . . it shall make all necessary fills and construct a practicable and satisfactory road from California Street in and to the said Pumping Plant."

Reference is hereby made to the record thereof for further particulars.

87. Affects V89-1, No. 25

The "right to use, occupy and enjoy for street purposes that certain parcel of land [in Seaside Avenue]" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of March 23, 1914, recorded May 8, 1914 in Volume 256 of Deeds, Pages 438-440, Santa Cruz County Records, between Coast Line Railway Company, and City of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

88. Affects V89-1, No. 31

The right to "construct, reconstruct, maintain and use a 21-inch diameter drainage pipe line . . . a 24-inch diameter pipe line . . . and a 19-inch flume . . . together with necessary catch basins, in and upon that certain piece or parcel of land 6.00 feet in width" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of September 9, 1953, recorded October 15, 1953 in Volume 936, Pages 91-99, Official Records of Santa Cruz County, between Southern Pacific Railroad Company, and City of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

89. Affects V89-1, No. 31

The right to "construct, reconstruct, maintain and use a street or highway" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of April 25, 1961, recorded June 12, 1961 in Volume 1400, Pages 296-300, Official Records of Santa Cruz County, between Southern Pacific Company, and City of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

90. Affects V89-1, No. 1; V89-1, No.36, V89-1, No. 37

The right to "construct, reconstruct, maintain and operate a 12-inch underground power and communication conduit . . . beneath the tracks and property of Railroad at or near Santa Cruz" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of August 17, 1965, recorded September 21, 1965 in Volume 1719, Pages 45-46, and the Supplemental Agreement dated as of June 20, 1966 and recorded July 25, 1966 in Volume 1776, Pages 76-79, Official Records of Santa Cruz County, between Southern Pacific Company, and City of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

91. Affects V89-1, No. 5; V89-1, No. 36; V89-1, No. 37

An easement to "construct, reconstruct, maintain and operate approximately 140 lineal feet of a 72-inch diameter reinforced concrete culvert pipe for the conveying of sewage . . . together with connecting tunnel portal box . . . beneath the tracks and/or upon property of Railroad within or near the City of Santa Cruz" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of May 25, 1965, recorded June 22, 1965 in Volume 1701, Pages 647-652, Official Records of Santa Cruz County, between Southern Pacific Company, and City of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

92. Affects V89-1, No. 25; V89-1, No. 26

An easement to "construct, reconstruct, maintain and operate (a) approximately 91 lineal feet of a 36-inch diameter reinforced concrete drainage water pipeline, and (b) approximately 91 lineal feet of a 42-inch diameter reinforced concrete drainage water pipeline beneath the tracks and property of Railroad in or near the City of Santa Cruz" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of September 4, 1970, recorded September 28, 1970 in Volume 2044, Pages 134-140, Official Records of Santa Cruz County, between Southern Pacific Transportation Company, and City of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

93. Affects V89-1, No. 30

The right to "construct, reconstruct, maintain and operate a private roadway across and upon property of Railroad" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of July 7, 1978, recorded July 20, 1978 in Volume 2938, Pages 723-728, Official Records of Santa Cruz County, between Southern Pacific Transportation Company, and Salvador Sandoval.

Easements for pedestrian and private roadway purposes disclosed or implied thereby.

Reference is hereby made to the record thereof for further particulars.

94. Affects V89-2, No. 1

The agreement to "build and maintain one (1) cattle-guard or gate or grade crossing, at such point as the party of the first part shall show to be necessary, provided the situation of said crossing is requested and duly accepted by said party of the first part prior to the grading of said second party's railroad," as set forth in the Indenture dated as of July 21, 1905 and recorded August 2, 1905 in Volume 165 of Deeds, Pages 418-419, Santa Cruz County Records, between Shore Line Investment Company, first party, and the Coast Line Railway Company, second party.

Easements for pedestrian and private roadway purposes disclosed or implied thereby.

Reference is hereby made to the record thereof for further particulars.

95. Affects V89-2, No. 2

The covenant and agreement to "construct and maintain a substantial fence on and along each side of said right of way for its whole length of the land hereinabove described, also proper and convenient crossings through said line of fences and across said track or tracks, protected by gates or cattle guards, for the passage of vehicles, persons, and animals," as set forth in the

Indenture dated as of September 22, 1905 and recorded October 10, 1905 in Volume 175 of Deeds, Pages 296-298, Santa Cruz County Records, between Charles B. Younger, Jr., Helen M. Moore, William T. Jeter, and F.A. Hihn Company, first parties, and the Coast Line Railway Company, second party.

Also, "the right[s] to freely pass and re-pass with vehicles, on horseback, or afoot, over and across said crossings; also to use said crossings for the passage of animals across said tracks . . . [and] to construct, maintain and use under said track or tracks at said crossings, conduits for the transportation of fluids, gases, heat, steam, air and electric current under the supervision of the said party of the second part."

All of the foregoing is also set forth in the Indenture dated as of October 2, 1905 and recorded October 10, 1905 in Volume 175 of Deeds, Pages 294-295, Santa Cruz County Records, between Helen Younger Chase, first party, and the Coast Line Railway Company, second party.

All of the foregoing is also set forth in the Indenture dated as of December 1, 1905 and recorded December 20, 1905 in Volume 185 of Deeds, Pages 4-6, Santa Cruz County Records, between Stella Moore, Charles Moore, and Alice Hoffman, first parties, and the Coast Line Railway Company, second party, which provides further, "said crossings to be at least three in number and the locations of the same to be designated by agreement between the parties of the first part and the party of the second part."

All of the foregoing is also set forth in the Indenture dated as of December 13, 1905 and recorded December 20, 1905 in Volume 185 of Deeds, Pages 2-5, Santa Cruz County Records, between Charles Moore, the Administrator of the Estate of Lizzie Moore deceased, and the Coast Line Railway Company.

Reference is hereby made to the record thereof for further particulars.

96. Affects V89-2, No. 3; V89-3, No. 1

The agreement to the conditions as set forth in the Indenture dated as of July 20, 1905 and recorded August 7, 1905 in Volume 175 of Deeds, Pages 154-156, Santa Cruz County Records, between D.D. Wilder and Miranda Wilder, first parties, and the Coast Line Railway Company, second party, viz:

"the party of the second part will fence its railroad right of way and grade when required by D.D. Wilder, as soon as practicable after said railroad is constructed and that it will build suitable wagon-road crossings at such points, as said Wilder shall show to be necessary for access to and use of his lands, provided the situations of said crossings are requested and duly accepted by said Wilder prior to the grading of said second party's railroad; and said crossings shall not exceed six in number [and] said party of the second part shall construct a side track and establish a flag-station between the two Baldwin Creeks on said Wilder's ranch, where grades are practicable [and] said Wilder shall have the right to lay such pipes and flumes as may be necessary in the reasonable use and occupation of his lands, under the right of way, of said party of the second part, at a point to be agreed upon between the two bluffs approximately opposite the dairy buildings on said Wilder's ranch; said pipes and flumes to be laid under the supervision of the said party of the second part."

Easements for pedestrian and private roadway purposes disclosed or implied thereby.

Reference is hereby made to the record thereof for further particulars.

97. Affects V89-2, No. 2

The right to "construct, reconstruct, maintain and operate a 10-inch water pipeline, and a 10-inch sewer pipeline . . . beneath the tracks and property of Railroad" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of June 25, 1968, recorded July 22, 1968 in Volume 1893, Pages 692-698, Official Records of Santa Cruz County, between Southern Pacific Company, and City of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

98. Affects V89-2, No. 1

The right to "construct, reconstruct, maintain and use a street or highway" upon the terms, conditions, agreements, and a power of termination, set forth in the Indenture dated as of September 19, 1968, recorded October 25, 1968 in Volume 1912, Pages 333-338, Official Records of Santa Cruz County, between Southern Pacific Company, and City of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

99. Affects V89-3, No. 2

The agreement to the conditions as set forth in the Indenture dated as of July 11, 1905 and recorded August 2, 1905 in Volume 171 of Deeds, Pages 202-204, Santa Cruz County Records, between Charles Lombardi and Lina Lombardi, first parties, and the Coast Line Railway Company, second party, viz:

"Said second party . . . shall fence said railroad right of way and grade when required by said first party as soon as practicable after said railroad is constructed, and that said second party shall build and maintain two suitable grade cattle-guard crossings, at such points as said first party shall show to be necessary for access to and use of his lands, provided the situations of said crossings are requested and duly accepted by said first party prior to the grading of said second party's railroad; and also an under-crossing in the gulch where the trestle is to be built; also said party of the first part shall have the right to lay and maintain a water pipe across said strip of land, subject to the supervision of the Engineer of the party of the second part."

Easements for pedestrian and private roadway purposes disclosed or implied thereby.

Reference is hereby made to the record thereof for further particulars.

100. Affects V89-3, No. 4

The agreement to the conditions as set forth in the Indenture dated as of September 26, 1905 and recorded September 27, 1905 in Volume 173 of Deeds, Pages 365-367, Santa Cruz County Records, between May L.D. Baldwin, first party, and the Coast Line Railway Company, second party, viz:

"Said party of the second part, its successors and assigns shall fence the northerly boundary line of the lot of land hereby conveyed . . . and shall forever maintain said fence in good order and condition and shall . . . erect and forever thereafter maintain two grade crossings . . . and one cattle pass under the railway track . . . with at least seven feet headroom and also . . . construct a road in good and suitable condition for travel and at least ten feet in width and upon a grade not to exceed fourteen feet to the hundred from the southerly side of the said county road at a point thereon where the same is intersected by the first fence upon the lands of the said party of

the first part east of Baldwin Gulch and upon the westerly side of and directly adjoining the said fence to and across the lot of land hereby conveyed and thence to the bottom of the gulch on the southerly side of the lot of land hereby conveyed and to erect and forever maintain a substantial and convenient gate at the beginning of the road so as to be constructed on the southerly side of the said county road and gates at the northerly side of the said lot of land hereby conveyed and to the southerly side of the right of way of the Ocean Shore Railway Company where the same are intersected by the said road to be constructed by the said party of the second part."

Easements for pedestrian and private roadway purposes disclosed or implied thereby.

Reference is hereby made to the record thereof for further particulars.

101. Affects V89-3, No. 3

The agreement to the conditions as set forth in the Indenture dated as of November 7, 1905 and recorded April 14, 1906 in Volume 186 of Deeds, Pages 187-188, Santa Cruz County Records, between Charles Lombardi and Lina Lombardi, first parties, and the Coast Line Railway Company, second party, viz:

"The party of the second part . . . agrees to fence said railroad right of way and grade when required by said first parties, as soon as practicable after said railroad is constructed, and to build and maintain two suitable cattle-guard crossings, at such points as said first parties shall show to be necessary for access to and use of their lands, provided the situations of said crossings are requested and duly accepted by said first parties prior to the grading of said second party's railway. The party of the second part also agrees to build and maintain one underground crossing in the gulch where the trestle or fill is to be built. It is also agreed that the parties of the first part shall have the right to lay and maintain a water pipe across said strip of land, subject to the supervision of the Engineer of the party of the second part."

"Reserving, however, to the said parties of the first part the spring, located on the south side of the right of way, heretofore conveyed by them to the Ocean Shore Railway Company, by deed dated June 29, 1905 and recorded in the office of the County Recorder of said County of Santa Cruz, in Volume [1]76 of Deeds, at Page 62."

Easements for pedestrian and private roadway purposes disclosed or implied thereby.

Reference is hereby made to the record thereof for further particulars.

102. Affects V89-4, No. 3; V89-5, No. 1

The agreement to the conditions as set forth in the Indenture dated as of November 18, 1905 and recorded January 9, 1906 in Volume 179 of Deeds, Pages 94-95, Santa Cruz County Records, between Margaret D. Enright, and the Coast Line Railway Company.

"The said party of the second part agrees to build and maintain suitable grade or gate or cattle-guard crossings, at such points as said first parties shall show to be necessary for access to and use of her lands, provided the situations of said crossings are requested and duly accepted by said first party prior to the grading of said second party's railroad; and said crossings shall not exceed two in number."

"This conveyance is made subject to that certain oil lease made by the party of the first part to John Martin."

"The said party of the second part agrees to build and maintain a run-way or cattle pass underneath the railroad at some convenient place in the ravine opposite the ranch house, for the use of cattle and other live stock, which run-way or cattle pass shall be eight feet high and eight feet wide."

The said party of the second part agrees to provide sufficient means for carrying the water from the irrigating ditch of the party of the first part, across their right of way in two places; said points of crossing to be designated by the party of the first part prior to the grading of the said second party's railroad. Said means of carrying said water across said right of way to be under the supervision of said party of the second part at all times."

Easements for pedestrian and private roadway purposes disclosed or implied thereby.

Reference is hereby made to the record thereof for further particulars.

103. Affects V89-4, No. 1; V89-4, No. 2

An easement "for the construction, maintenance and use of a public highway upon the permanent way of the Coast Line Railway Company" upon the terms, conditions, agreements, reservations, and a power of termination, set forth in the Indenture dated as of June 29, 1914, recorded September 11, 1914 in Volume 258 of Deeds, Pages 279-283, Santa Cruz County Records, between Coast Line Railway Company et al, and County of Santa Cruz.

Reference is hereby made to the record thereof for further particulars.

104. Affects V89-4, No. 4; V89-4, No. 5

The agreement to the conditions as set forth in the Indenture dated as of October 18, 1918 and recorded October 19, 1918 in Volume 285 of Deeds, Pages 68-69, Santa Cruz County Records, between Pio Scaroni, and the Ocean Shore Railroad Company.

"The party of the second part agrees to keep open and maintain in good order the two wagon road grade crossings and the three crossings of sufficient size for the free passage of live stock under the railroad track of said party of the second part and to cause the name of the stations established by said party of the second part and by the Southern Pacific Railroad Company at or near Engineer's Station 338+00 to be changed from "Godola" to Gordola."

"Said party of the first part shall have the right to maintain the pipe running from the dairy buildings to the hog pens of said party of the first part and said party of the first part shall also have the right to lay down and maintain a water pipe across the above described lands from his land on the north side of said above described lands to his land on the south side of said above described lands."

Easements for pedestrian and private roadway purposes disclosed or implied thereby.

Reference is hereby made to the record thereof for further particulars.

105. Affects V89-4, No. 5

Release and relinquishment of "all abutter's rights, including access rights appurtenant to . . . Grantor's remaining land in and to [the] freeway over and across [certain defined boundary lines]" as set forth in the Indenture dated as of July 20, 1959 and recorded August 28, 1959 in

Volume 1268, Pages 220-224, Official Records of Santa Cruz County, between Southern Pacific Company, and State of California.

Easements for pedestrian and private roadway purposes disclosed or implied thereby.

Reference is hereby made to the record thereof for further particulars.

106. Affects V89-5, No. 3; V89-6, No. 1; V89-7, No. 1; V89-8, No. 1

The agreement and conditions as set forth in the Indenture dated as of August 11, 1906 and recorded August 13, 1906 in Volume 184 of Deeds, Pages 242-247, Santa Cruz County Records, between Coast Dairies & Land Co., first party, and the Coast Line Railway Company, second party, viz:

"The party of the second part . . . will build and maintain crossings as follows: Station 418 - 8 x 8 cattle pass; Station 460 - 10 x 12 cattle pass; Station 464 - road crossing at grade; Station 477 - overhead road crossing; Station 500 - 8 x 8 cattle pass; Station 522 - overhead crossing; Station 541 - overhead crossing; Station 645 - crossing at grade for cattle; Station 690 - overhead crossing; and Station 698 - a drainage tunnel sufficiently large to permit passage of cattle."

"In addition to the above, said party of the second part agrees to build and maintain grade crossings not to exceed five in number, to be selected and agreed upon by both parties."

Easements for pedestrian and private roadway purposes disclosed or implied thereby.

Reference is hereby made to the record thereof for further particulars.

107. Affects V89-5, No. 2; V89-5, No. 3; V89-8, No. 1

The terms and provisions set forth in the Agreement dated as of January 10, 1927 and recorded March 16, 1927 in Volume 85, Pages 487-490, Official Records of Santa Cruz County, between Southern Pacific Railroad Company et al, first parties, and Coast Dairies & Land Co., second parties, viz:

"Parties of the first part shall construct one private or farm road crossing at grade over and across . . said line of railroad . . . at each of the following Engineer's Stations of said railroad: Engineer's Station 415+00 . . . Engineer's Station 460+00 . . . Engineer's Station 507+00 . . . Engineer's Station 652+50 . . . upon receipt of written request from the party of the second part so to do, and party of the second part hereby releases said parties of the first part from the construction and/or maintenance of the four cattle passes and any and all other crossings provided to be constructed in said conveyance of August 11, 1906, except the four crossings above referred to."

Easements for pedestrian and private roadway purposes disclosed or implied thereby.

Reference is hereby made to the record thereof for further particulars.

108. Affects V89-5, No. 3

Easements "for the construction and maintenance of slopes for highway fills" and for drainage purposes and incidents thereto . . . in and upon [two] certain strip[s] of land 20 feet wide . . . and 25 feet wide," upon the terms, conditions, agreements, and a power of termination, as set forth in the Indenture dated as of October 24, 1952 and recorded April 15, 1953 in Volume 910,

Pages 187-192, Official Records of Santa Cruz County, between Southern Pacific Railroad Company et al, and State of California.

Reference is hereby made to the record thereof for further particulars.

109. Affects V89-5, No. 1; V89-5, No. 2; V89-5, No. 3

The right "to construct, reconstruct, maintain and use highway slopes and drainage" in and upon three certain strips or parcels of land, upon the terms, conditions, agreements, and a power of termination, as set forth in the Indenture dated as of June 1, 1953 and recorded December 3, 1953 in Volume 944, Pages 199-203, Official Records of Santa Cruz County, between Southern Pacific Railroad Company et al, and State of California.

Reference is hereby made to the record thereof for further particulars.

110. Affects V89-6, No. 1; V89-7, No. 1

The rights reserved as set forth in the Indenture dated as of July 5, 1907 and recorded August 5, 1907 in Volume 195 of Deeds, Pages 272-274, Santa Cruz County Records, between Santa Cruz Portland Cement Company, first party, and the Coast Line Railway Company, second party, viz:

"Excepting and reserving, however, from this deed and unto the party of the first part hereto, its successors and assigns, a right of way over that portion of the premises herein conveyed, situate between Engineer's Stations 593.50 and 594.50, and the use of one wagon road crossing, with gates thereover; and also excepting and reserving unto said party of the first part, its successors and assigns, the right and privilege at any and all times of laying and maintaining all necessary pipes lines for oil, water, and steam under said reserved premises between said Engineer's Stations 593.50 and 594.50, subject, however, to the condition that all such pipe lines be laid and maintained under the supervision of the party of the second part hereto."

111. Affects V89-6, No. 1

The right "to construct, reconstruct, maintain and use a road upon and across that certain piece or parcel of land . . . containing an area of 0.27 acres, more or less" upon the terms and the condition subsequent, as set forth in the Indenture dated as of November 8, 1939 and recorded March 13, 1941 in Volume 406, Pages 294-295, Official Records of Santa Cruz County, between Southern Pacific Railroad Company et al, first parties, and Coast Dairies & Land Co., second party.

Reference is hereby made to the record thereof for further particulars.

112. Affects V89-7, No. 1

The right "to construct, reconstruct, maintain and use a street or a highway upon and across that certain parcel of land . . . lying within the railroad right of way of first party," upon the terms, conditions, agreements, and a power of termination, as set forth in the Indenture dated as of February 23, 1939 and recorded April 10, 1939 in Volume 373, Pages 23-27, Official Records of Santa Cruz County, between Southern Pacific Company et al, and the State of California.

Reference is hereby made to the record thereof for further particulars.

113. Affects V89-7, No. 1; V89-8, No. 1

The right "to construct and maintain the slopes of embankments over, upon and across that certain parcel of land . . . containing an area of 0.289 of an acre, more or less," upon the terms and the condition subsequent, as set forth in the Indenture dated as of November 8, 1939 and recorded March 13, 1941 in Volume 406, Pages 292-293, Official Records of Santa Cruz County, between Southern Pacific Railroad Company et al, and State of California.

Reference is hereby made to the record thereof for further particulars.

THE FOLLOWING MATTERS AFFECT TRACT II OF THE DESCRIPTION (THE SPURS):

1. Affects V72-6, No. 32

The effect, if any, of the terms and provisions of that certain agreement, dated November 20, 1923, between Spreckels Sugar Company and Hammond Lumber Company, recorded January 14, 1924 in Volume 19, pages 506 et seq., Official Records of Santa Cruz County, "by the terms of which agreement, said Spreckels Sugar Company did grant the said Hammond Lumber Company certain rights of way and the right to construct, reconstruct, maintain and operate plank roadways to and from any lands owned by said Hammond Lumber Company upon the date of said agreement, which are contiguous to and touching and bordering upon the above described lands of said Spreckels Sugar Company," as described in the Indenture dated as of March 3, 1924 and recorded in April 12, 1924 in Volume 27, pages 20-24, Official Records of Santa Cruz County, between Southern Pacific Railroad Company et al and Hammond Lumber Company, and also in the Indenture dated as of March 25, 1924 and recorded in April 12, 1924 in Volume 27, pages 24-31, Official Records of Santa Cruz County, between Southern Pacific Railroad Company et al and Spreckels Sugar Company.

Reference is hereby made to the record thereof for further particulars.

2. Affects V72-6, No. 32

The effect, if any, of the "certain of the rights granted by that certain deed, dated May 2, 1911, from said Spreckels Sugar Company . . . to Hihn-Hammond Lumber Company . . . recorded August 10, 1911 in Volume 233 of Deeds, page 379, Santa Cruz County Records, which are described in paragraph 2 thereof . . . as follows, to wit: '2: The perpetual right of way for all the uses and purposes of an open street along the sixty (60) foot strip of land intervening between the northerly boundary of the first and second tracts herein described and the southerly boundary of the third and fourth [sic] tracts herein described and the right to construct and use sewers therein and thereon," as set forth in the Indenture dated as of March 3, 1924 and recorded in April 12, 1924 in Volume 27, pages 20-24, Official Records of Santa Cruz County, between Southern Pacific Railroad Company et al and Hammond Lumber Company, and also in the Indenture dated as of March 25, 1924 and recorded in April 12, 1924 in Volume 27, pages 24-31, Official Records of Santa Cruz County, between Southern Pacific Railroad Company et al and Spreckels Sugar Company.

Reference is hereby made to the record thereof for further particulars.

3. Affects V72-6, No. 32

The effect, if any, of the agreement and understanding that "Spreckels Sugar Company . . . Hammond Lumber Company . . . Garcia & Maggini Company . . . Santa Cruz County Farm Bureau Exchange, Crown Fruit and Extract Company, Inc., Shell Oil Company of California, and F.A. Morehead, and their respective heirs, executors, administrators, successors and assigns and all

other parties locating adjacent to or abutting the above described land, shall be entitled to use said tracks and shall be entitled to load and unload from such tracks as long as such loading or unloading does not interfere with the proper use of said tracks as railroad facility tracks" as set forth in the Indenture dated as of March 3, 1924 and recorded in April 12, 1924 in Volume 27, pages 20-24, Official Records of Santa Cruz County, between Southern Pacific Railroad Company et al and Hammond Lumber Company, and also in the Indenture dated as of March 25, 1924 and recorded in April 12, 1924 in Volume 27, pages 24-31, Official Records of Santa Cruz County, between Southern Pacific Railroad Company et al and Spreckels Sugar Company.

Also, the agreement set forth in said Indentures, "to repair the railroad tracks (excepting and reserving to [Spreckels Sugar Company] the . . . middle or third rail upon the premises hereby conveyed; and [Spreckels Sugar Company] agrees to remove, as its sole cost and expense, such third rail from an doff the premises prior to the performance of any work upon said tracks by [Southern Pacific Railroad Company] in rehabilitating said tracks) now upon said real properties, and to put and keep the same in good condition; [and to] maintain railroad tracks upon said parcels of real property hereinabove described, and to operate freight cars over the same, which will connect with the main right of way and railroad tracks . . . in order to furnish track facilities to persons and corporations owning and/or occupying real properties along and adjacent to the real properties hereinabove described."

Reference is hereby made to the record thereof for further particulars.

4. Affects V72-6, No. 32

Terms, conditions, and agreements, including but not limited to the right to construct, reconstruct, repair, remove, maintain and operate a ten (10) inch steam pipeline, as set forth in the Indenture dated as of June 27, 1995, recorded June 29, 1995, in Volume 5693, pages 187-199, Official Records of Santa Cruz County, between Southern Pacific Transportation Company et al, and Calpine Monterey Cogeneration, Inc.

Reference is hereby made to the record thereof for further particulars.

5. Affects V72-6, No. 36

A "right of way to cross and recross the said strip, at two points . . . to be selected . . . upon demand of second parties" as reserved by first parties in the Indenture dated as of June 27, 1928, recorded June 30, 1928 in Volume 137, pages 27-28 (corrected by the instrument dated as of September 19, 1928 and recorded October 22, 1928 in Volume 144, pages 2-4), Official Records of Santa Cruz County, between John C. Mello and Margarete Mello, first parties, and C.J. Rodgers, L.N. Kusalich, Jasper Simunovich, Mitchell Resetar, and M.A. Travers, second parties.

Reference is hereby made to the record thereof for further particulars.

6. Affects V72-6, No. 38; V72-6, No. 39

Terms, conditions, and agreements, including but not limited to "the right of second party, and the like right of third party, to construct, use and maintain at their own cost and expense, a fifteen (15) foot road crossing over and across the said parcels 2, 3, and 4, such crossings to be at such locations as they may select" as set forth in the Indenture dated as of September 19, 1928, recorded November 15, 1928 in Volume 141, pages 176-181, Official Records of Santa Cruz County, between C.J. Rodgers, Mitchell Resetar, M.A. Travers, L.N. Kusalich, Jasper Simunovich, and Southern Pacific Railroad Company et al.

Reference is hereby made to the record thereof for further particulars.

7. Affects V72-6, No. 41; V72-6, No. 42

Terms, conditions, and agreements as set forth in the Indenture dated as of June 6, 1930, recorded February 2, 1931 in Volume 190, pages 462-466, Official Records of Santa Cruz County, between John C. Mello and Margarete Mello, and Manuel A. Travers and Florence Travers, and Southern Pacific Railroad Company et al.

Reference is hereby made to the record thereof for further particulars.

END OF REPORT

INFORMATIONAL NOTES

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the Cities of Santa Cruz, Capitola and Watsonville, Counties of Santa Cruz and Monterey, State of California, described as follows:

TRACT I: (The Main Track)

REAL PROPERTY PARTLY IN THE UNINCORPORATED AREA, AND PARTLY IN THE CITIES OF SANTA CRUZ, CAPITOLA, AND WATSONVILLE, COUNTIES OF SANTA CRUZ AND MONTEREY, STATE OF CALIFORNIA, KNOWN AS THE SANTA CRUZ AND DAVENPORT BRANCH LINES OF THE FORMER SOUTHERN PACIFIC RAILROAD, BETWEEN MILE POST 0.433 ON THE EASTERLY SIDE OF SALINAS ROAD NEAR PAJARO STATION, AND MILE POST 31.39, 250 FEET NORTHWESTERLY OF THE HIGHWAY 1 CROSSING AT DAVENPORT, EXCLUDING DRILL TRACKS AND SPURS, BUT INCLUDING SIDINGS WITHIN THE MAIN RIGHT OF WAY, COMPRISING 30.957 TRACK MILES, CONSISTING OF THE FOLLOWING:

1. V72-6, NO.1; V72-5, NO. 8

(I) THE STRIP OF LAND DESCRIBED IN THE INDENTURE DATED AS OF MARCH 1876, FILED FOR RECORD AUGUST 2, 1876 AND RECORDED AUGUST 12, 1876 IN VOLUME 21 OF DEEDS, PAGES 375-376, SANTA CRUZ COUNTY RECORDS, BETWEEN ALFRED HUGHES, ROBERT T. GALLAGHER, OTTO STOESSER, PHILIP BUSH, GERHARD HOLST, L.V. WILLITS, THOMAS STRATTON, AND BRIDGET LELAND, AND THE SANTA CRUZ RAIL ROAD COMPANY.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE CORPORATION GRANT DEED DATED AS OF APRIL 26, 1993, RECORDED MAY 11, 1993 IN VOLUME 5258, PAGES 510-513, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, TO S. MARTINELLI AND COMPANY.

(II) THE GRANTEE'S COVENANTS, EQUITABLE SERVITUDES AS SET FORTH IN SAID DEED DATED AS OF APRIL 26, 1993 BETWEEN S. MARTINELLI AND COMPANY, AND SOUTHERN PACIFIC TRANSPORTATION COMPANY, VIZ:

"GRANTEE EXPRESSLY COVENANTS TO CONSTRUCT AND MAINTAIN, AT ITS OWN EXPENSE AND TO GRANTOR'S SATISFACTION, A WALL OR OTHER TYPE OF BARRIER ALONG THE TRACK SIDE OF THE PROPERTY."

2. V72-6, NO. 2

THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF NOVEMBER 10, 1903, RECORDED NOVEMBER 12, 1903 IN VOLUME 152 OF DEEDS, PAGES 278-279, SANTA CRUZ COUNTY RECORDS, BETWEEN EMMA L. NICHOLS, MARY R.L. BOWEN, ANNA L. SCHWATKA, ALICE LELAND, AND HARRIETT L. SHEEHY, AND THE SOUTHERN PACIFIC COMPANY.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF MARCH 28, 1951, RECORDED APRIL 17, 1951 IN VOLUME 818, PAGES 565-567, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND WATSONVILLE EXCHANGE, INC.

ALSO EXCEPTING THEREFROM ALL THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND

AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE GRANT DEED DATED AS OF SEPTEMBER 24, 2001, RECORDED SEPTEMBER 27, 2001, DOCUMENT NO. 2001-0060721, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BY UNION PACIFIC RAILROAD COMPANY, TO WATSONVILLE EXCHANGE, INC.

3. V72-6, NO. 3

THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF MARCH 25, 1876, FILED FOR RECORD AUGUST 2, 1876 AND RECORDED AUGUST 14, 1876 IN VOLUME 21 OF DEEDS, PAGES 382-383, SANTA CRUZ COUNTY RECORDS, BETWEEN GEORGE W. PECKHAM AND SARAH S. PECKHAM, AND THE SANTA CRUZ RAILROAD COMPANY.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE GRANT DEED DATED AS OF FEBRUARY 12, 1981, RECORDED MARCH 3, 1981 IN VOLUME 3300, PAGES 604-609, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BY SOUTHERN PACIFIC TRANSPORTATION COMPANY TO GRANITE ROCK COMPANY, BUT NOT EXCEPTING THOSE PORTIONS THEREOF INCLUDED WITHIN THE BOUNDS OF THE LAND PREVIOUSLY DESCRIBED IN THE INDENTURE RECORDED AUGUST 12, 1876 IN VOLUME 21 OF DEEDS, PAGES 375-376, SANTA CRUZ COUNTY RECORDS, BETWEEN ALFRED HUGHES ET AL, AND THE SANTA CRUZ RAILROAD COMPANY.

ALSO EXCEPTING THEREFROM ALL THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE GRANT DEED DATED AS OF SEPTEMBER 24, 2001, RECORDED SEPTEMBER 27, 2001, DOCUMENT NO. 2001-0060721, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BY UNION PACIFIC RAILROAD COMPANY, TO WATSONVILLE EXCHANGE, INC.

4. V72-6, NO. 4

THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF APRIL 24, 1911, RECORDED APRIL 27, 1911 IN VOLUME 228 OF DEEDS, PAGES 252-253, SANTA CRUZ COUNTY RECORDS, BETWEEN H.J. WOOD AND ANNIE WOOD, AND SOUTHERN PACIFIC RAILROAD COMPANY.

5. V72-6, NO. 7

(I) THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF MARCH 25, 1876, RECORDED AUGUST 3, 1876 IN VOLUME "U" OF DEEDS, PAGES 193-194, MONTEREY COUNTY RECORDS, BETWEEN JOHN T. PORTER, AND THE SANTA CRUZ RAILROAD COMPANY.

(II) THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF MAY 7, 1931, RECORDED MAY 22, 1931 IN VOLUME 294 OF OFFICIAL RECORDS, PAGES 227-229, MONTEREY COUNTY RECORDS, BETWEEN W.F. SECHREST AND KATE SECHREST, AND THE SOUTHERN PACIFIC RAILROAD COMPANY.

EXCEPTING FROM (I) AND (II) ABOVE, ALL THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE GRANT DEED DATED AS OF APRIL 12, 1977, RECORDED APRIL 21, 1977 IN REEL 1139, PAGES 36-37, OFFICIAL RECORDS OF MONTEREY COUNTY, BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, TO C & N ENTERPRISES.

(III) THE STRIP OF LAND DESCRIBED IN THE INDENTURE DATED AS OF SEPTEMBER 28, 1877, RECORDED OCTOBER 9, 1877 IN VOLUME "W" OF DEEDS, PAGES 259-260, MONTEREY COUNTY RECORDS, BETWEEN JAMES PATERSON, AND THE SANTA CRUZ RAILROAD COMPANY.

6. V72-6, NO. 8

THE STRIP OF LAND DESCRIBED IN THE INDENTURE DATED AS OF MARCH 15, 1876, RECORDED SEPTEMBER 15, 1896 IN VOLUME 48 OF DEEDS, PAGES 449-450, MONTEREY COUNTY RECORDS, BETWEEN P. MCALLISTER, AND THE SANTA CRUZ RAILROAD COMPANY.

7. V72-6, NO. 36

THE STRIP OF LAND DESCRIBED AS "PARCEL NO. 1" IN THE INDENTURE DATED AS OF SEPTEMBER 19, 1928, RECORDED OCTOBER 22, 1928 IN VOLUME 144 OF OFFICIAL RECORDS, PAGES 4-6, SANTA CRUZ COUNTY RECORDS, BETWEEN C.J. RODGERS AND ESTHER RODGERS, MITCHELL RESETAR AND MARY RESETAR, M.A. TRAVERS AND FLORENCE TRAVERS, L.N. KUSALICH, AND JASPER SIMUNOVICH, AND SOUTHERN PACIFIC RAILROAD COMPANY.

8. V72-6, NO. 50

THE EASEMENT IN A PORTION OF SECOND STREET DESCRIBED IN THE GRANT OF EASEMENT DATED AS OF MAY 12, 1988, RECORDED MAY 16, 1988 IN VOLUME 4325, PAGES 815-818, SANTA CRUZ COUNTY RECORDS, BY THE CITY OF WATSONVILLE, TO SOUTHERN PACIFIC TRANSPORTATION COMPANY.

9. V72-5, NO. 2

(I) THE TWO PARCELS OF LAND DESCRIBED IN THE ORDER UPON JUDGMENT IN TAKING AND CONDEMNATION DATED AS OF JUNE 21, 1876, RECORDED JULY 15, 1876 IN VOLUME 21 OF DEEDS, PAGES 296-298, SANTA CRUZ COUNTY RECORDS, IN THE MATTER OF SANTA CRUZ RAILROAD COMPANY, PLAINTIFF VS. ABRAHAM COX ET AL, DEFENDANTS.

(II) THE TWO PARCELS OF LAND DESCRIBED IN THE ORDER UPON JUDGMENT IN TAKING AND CONDEMNATION DATED AS OF OCTOBER 19, 1878, RECORDED OCTOBER 28, 1878 IN VOLUME 26 OF DEEDS, PAGES 429-431, SANTA CRUZ COUNTY RECORDS, IN THE MATTER OF SANTA CRUZ RAILROAD COMPANY, PLAINTIFF VS. ABRAHAM COX ET AL, DEFENDANTS.

(III) THE LAND REFERRED TO IN THE GRANT DEED DATED AS OF MAY 24, 1879, RECORDED MAY 24, 1879 IN VOLUME 29 OF DEEDS, PAGES 133-134, SANTA CRUZ COUNTY RECORDS, BY ABRAHAM COX AND R.W. COX, TO SANTA CRUZ RAILROAD COMPANY.

(IV) THE PARCEL OF LAND DESCRIBED AS "PARCEL 2" IN THE INDENTURE DATED AS OF JULY 10, 1948, RECORDED AUGUST 2, 1948 IN VOLUME 668, PAGES 357-360, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN WILMER W. WARNER AND CORA W. WARNER, AND MANUEL DAVID FERRERA AND MARGARET FERRERA, AND SOUTHERN PACIFIC RAILROAD COMPANY.

10. V72-5, NO. 3

THE PARCEL OF LAND DESCRIBED IN THE ORDER UPON JUDGMENT IN TAKING AND CONDEMNATION DATED AS OF JUNE 21, 1876, RECORDED JULY 28, 1876 IN VOLUME 21 OF DEEDS, PAGES 299-301, SANTA CRUZ COUNTY RECORDS, IN THE MATTER OF SANTA CRUZ RAILROAD COMPANY, PLAINTIFF VS. PATRICK FLYNN ET AL, DEFENDANTS.

11. V72-5, NO. 4

(I) THE STRIP OF LAND DESCRIBED AS "SECOND" IN THE INDENTURE DATED AS OF AUGUST 17, 1876, FILED FOR RECORD DECEMBER 7, 1876 AND RECORDED JANUARY 5, 1877 IN

VOLUME 22 OF DEEDS, PAGES 261-265, SANTA CRUZ COUNTY RECORDS, BETWEEN TITUS HALE, AND THE SANTA CRUZ RAILROAD COMPANY.

(II) THE LAND DESCRIBED AS "FOURTH" IN SAID INDENTURE DATED AS OF AUGUST 17, 1876, BETWEEN TITUS HALE, AND THE SANTA CRUZ RAILROAD COMPANY.

EXCEPTING FROM (I) AND (II) ABOVE, THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "PARCEL 1" IN THE INDENTURE DATED AS OF JULY 10, 1948, RECORDED AUGUST 2, 1948 IN VOLUME 668, PAGES 357-360, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY, AND MANUEL DAVID FERRERA AND MARGARET FERRERA.

(III) THE RIGHT TO CONSTRUCT AND MAINTAIN SLOPES OF RAILROAD EMBANKMENT UPON SAID "PARCEL 1" AS GRANTED BY MANUEL DAVID FERRERA AND MARGARET FERRERA, TO SOUTHERN PACIFIC RAILROAD COMPANY, ACCORDING TO SAID INDENTURE DATED AS OF JULY 10, 1948.

12. V72-5, NO. 6

THE STRIP OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JUNE 28, 1876, FILED FOR RECORD AUGUST 2, 1876 AND RECORDED AUGUST 14, 1876 IN VOLUME 21 OF DEEDS, PAGES 381-382, SANTA CRUZ COUNTY RECORDS, BETWEEN HANS C. STRUVE, AND THE SANTA CRUZ RAILROAD COMPANY.

EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JANUARY 11, 1955, RECORDED FEBRUARY 1, 1955 IN VOLUME 1001, PAGES 594-597, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND CALIFORNIA PACIFIC TITLE COMPANY.

13. V72-5, NO. 7

THE STRIP OF LAND DESCRIBED IN THE INDENTURE DATED AS OF NOVEMBER 21, 1876, RECORDED AUGUST 27, 1896 IN VOLUME 111 OF DEEDS, PAGES 382-384, SANTA CRUZ COUNTY RECORDS, BETWEEN THOMAS MARTIN, WILLIAM MARTIN, JOHN MARTIN, AND JAMES MARTIN, AND THE SANTA CRUZ RAILROAD COMPANY.

14. V72-5, NO. 8

THE STRIP OF LAND DESCRIBED IN THE INDENTURE DATED AS OF MARCH 31, 1884, FILED FOR RECORD APRIL 8, 1884 AND RECORDED APRIL 12, 1884 IN VOLUME 41 OF DEEDS, PAGES 107-110, SANTA CRUZ COUNTY RECORDS, BETWEEN A.J. STRATTON, AND THE PACIFIC IMPROVEMENT COMPANY.

15. V72-5, NO. 9

THE STRIP OF LAND DESCRIBED IN THE INDENTURE DATED AS OF FEBRUARY 28, 1911, RECORDED MARCH 6, 1911 IN VOLUME 229 OF DEEDS, PAGES 409-410, SANTA CRUZ COUNTY RECORDS, BETWEEN ALFRED HUGHES, AND SOUTHERN PACIFIC RAILROAD COMPANY.

16. V72-5, NO. 10

THE STRIP OF LAND DESCRIBED IN THE INDENTURE DATED AS OF AUGUST 16, 1877, FILED FOR RECORD AUGUST 25, 1877 AND RECORDED OCTOBER 4, 1877 IN VOLUME 24 OF DEEDS,

PAGES 468-469, SANTA CRUZ COUNTY RECORDS, BETWEEN A.F. RICHARDSON, AND THE SANTA CRUZ RAILROAD COMPANY.

17. V72-5, NO. 11

THE STRIP OF LAND DESCRIBED IN THE INDENTURE DATED AS OF MAY 15, 1911, RECORDED JUNE 1, 1911 IN VOLUME 230 OF DEEDS, PAGES 453-454, SANTA CRUZ COUNTY RECORDS, BETWEEN MRS. J.E. RICHARDSON AND ABBIE M. RICHARDSON, AND SOUTHERN PACIFIC RAILROAD COMPANY.

18. V72-5, NO. 12

THE STRIP OF LAND DESCRIBED IN THE INDENTURE DATED AS OF AUGUST 22, 1877, FILED FOR RECORD AUGUST 25, 1877 AND RECORDED OCTOBER 4, 1877 IN VOLUME 24 OF DEEDS, PAGES 466-468, SANTA CRUZ COUNTY RECORDS, BETWEEN THOMAS ALLEN, AND THE SANTA CRUZ RAILROAD COMPANY.

19. V72-4, NO. 1; V72-3, NO. 12

THE RIGHT OF WAY DESCRIBED IN THE INDENTURE DATED AS OF AUGUST 25, 1874 AND RECORDED OCTOBER 27, 1879 IN VOLUME 27 OF DEEDS, PAGES 554-557, SANTA CRUZ COUNTY RECORDS, BETWEEN THOMAS LEONARD, AND THE SANTA CRUZ RAILROAD COMPANY.

20. V72-4, NO. 2

THE STRIP OF LAND DESCRIBED IN THE INDENTURE DATED AS OF OCTOBER 16, 1888, FILED FOR RECORD NOVEMBER 4, 1888 AND RECORDED NOVEMBER 18, 1888 IN VOLUME 61 OF DEEDS, PAGES 439-443, SANTA CRUZ COUNTY RECORDS, BETWEEN THOMAS LEONARD, AND THE SOUTHERN PACIFIC RAILROAD COMPANY.

21. V72-4, NO. 3

(I) THE STRIP OR PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF MARCH 11, 1876, FILED FOR RECORD SEPTEMBER 8, 1896 AND RECORDED SEPTEMBER 15, 1896 IN VOLUME 112 OF DEEDS, PAGES 406-407, SANTA CRUZ COUNTY RECORDS, BETWEEN PATRICK TRACY, AND THE SANTA CRUZ RAILROAD COMPANY.

(II) THE GRANTEE'S COVENANTS, EQUITABLE SERVITUDES EXPRESSED IN AND UPON THE TERMS OF THE CORPORATION GRANT DEED BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, TO LA SELVA BEACH IMPROVEMENT ASSOCIATION, DATED AS OF DECEMBER 5, 1995 AND RECORDED DECEMBER 19, 1995 IN VOLUME 5773, PAGES 589-594, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, VIZ:

"1. GRANTEE SHALL AT ALL TIMES MAINTAIN THE BLUFF ABOVE AND ALONG GRANTOR'S ADJACENT RAILROAD TRACKS. GRANTEE SHALL USE REASONABLE EFFORTS TO PREVENT EROSION OF SUCH BLUFFS; ALL MAINTENANCE SHALL BE AT GRANTEE'S SOLE COST AND EXPENSE."

"2. GRANTEE EXPRESSLY COVENANTS TO CONSTRUCT AND MAINTAIN A SIX FOOT (6') HIGH STEEL CHAIN LINK OR OTHER SUBSTANTIAL FENCE ALONG THE SOUTHERN BORDER OF THE REAL PROPERTY ADJACENT TO THE RAILROAD TRACKS; SAID FENCE SHALL HAVE ONE (1) OPENING TO ACCOMMODATE ESTABLISHED PEDESTRIAN EASEMENTS ACROSS THE TRACKS; AND ONE (1) OPENING TO ACCOMMODATE AN EXISTING PRIVATE ROADWAY WITH AN

ADJACENT PROPERTY OWNER. GRANTEE HEREBY ACKNOWLEDGES AND AGREES THAT SUCH PEDESTRIAN OR ROADWAY CROSSINGS ARE SUBJECT TO APPROVAL BY GRANTOR AND EXECUTION OF GRANTOR'S STANDARD CROSSING AGREEMENT(S), ALL OF WHICH PROVIDE FOR TERMINATION BY GRANTOR UPON THIRTY (30) DAYS NOTICE."

22. V72-4, NO. 7

(I) THE STRIP OR PARCEL OF LAND DESCRIBED AS "FIRST" IN THE INDENTURE DATED AS OF AUGUST 17, 1876, FILED FOR RECORD DECEMBER 7, 1876 AND RECORDED JANUARY 5, 1877 IN VOLUME 22 OF DEEDS, PAGES 261-265, SANTA CRUZ COUNTY RECORDS, BETWEEN TITUS HALE, AND THE SANTA CRUZ RAILROAD COMPANY.

(II) THE STRIP OR PARCEL OF LAND DESCRIBED AS "THIRD" IN SAID INDENTURE DATED AS OF AUGUST 17, 1876, BETWEEN TITUS HALE, AND THE SANTA CRUZ RAILROAD COMPANY.

23. V72-4, NO. 8

THE STRIP OR PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF NOVEMBER 16, 1878 AND RECORDED NOVEMBER 18, 1878 IN VOLUME 26 OF DEEDS, PAGES 440-442, SANTA CRUZ COUNTY RECORDS, BETWEEN JAMES LEONARD, AND THE SANTA CRUZ RAILROAD COMPANY.

24. V72-4, NO. 9

THE STRIP OR PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JULY 1, 1876, FILED FOR RECORD SEPTEMBER 8, 1896 AND RECORDED SEPTEMBER 15, 1896 IN VOLUME 112 OF DEEDS, PAGES 408-409, SANTA CRUZ COUNTY RECORDS, BETWEEN C.F. MILLER, AND THE SANTA CRUZ RAILROAD COMPANY.

25. V72-3, NO. 1

THE STRIP OR PARCEL OF LAND DESCRIBED AS "SECOND" IN THE INDENTURE DATED AS OF MAY 13, 1875 AND RECORDED JUNE 12, 1875 IN VOLUME 20 OF DEEDS, PAGES 30-31, SANTA CRUZ COUNTY RECORDS, BETWEEN RAFAEL CASTRO, AND THE SANTA CRUZ RAILROAD COMPANY.

26. V72-3, NO. 2

(I) THE STRIPS OR PARCELS OF LAND DESCRIBED AS "FIRST," "SECOND," "FOURTH," AND "FIFTH" IN THE INDENTURE DATED AS OF FEBRUARY 16, 1877, FILED FOR RECORD MARCH 1, 1877 AND RECORDED MARCH 31, 1877 IN VOLUME 24 OF DEEDS, PAGES 77-84, SANTA CRUZ COUNTY RECORDS, BETWEEN CLAUS SPRECKELS, AND THE SANTA CRUZ RAILROAD COMPANY.

(II) THE STRIP OR PARCEL OF LAND DESCRIBED AS "THIRD" IN SAID INDENTURE DATED AS OF FEBRUARY 16, 1877, BETWEEN CLAUS SPRECKELS, AND THE SANTA CRUZ RAILROAD COMPANY.

EXCEPTING FROM (II) ABOVE, THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF MAY 4, 1932, RECORDED JULY 26, 1932 IN VOLUME 231, PAGES 60-61, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND FRED A. TILLMAN.

ALSO EXCEPTING FROM (II) ABOVE, THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND

AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE GRANT DEED DATED AS OF SEPTEMBER 19, 1963, RECORDED DECEMBER 6, 1963 IN VOLUME 1583, PAGES 655-657, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY, AND CENTRAL SUPPLY COMPANY.

27. V72-3, NO. 3

THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF DECEMBER 21, 1877, FILED FOR RECORD DECEMBER 22, 1877 AND RECORDED JANUARY 3, 1878 IN VOLUME 26 OF DEEDS, PAGES 138-139, SANTA CRUZ COUNTY RECORDS, BETWEEN DAVID RICE AND B.F. PORTER, AND THE SANTA CRUZ RAILROAD COMPANY.

28. V72-3, NO. 4

THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF AUGUST 17, 1904 AND RECORDED AUGUST 20, 1904 IN VOLUME 165 OF DEEDS, PAGES 40-41, SANTA CRUZ COUNTY RECORDS, BETWEEN MAGARETHA WIEGMANN AND CHRISTIAN WIEGMANN, AND THE SOUTHERN PACIFIC COMPANY.

29. V72-3, NO. 5

THE STRIP OF LAND DESCRIBED IN THE INDENTURE DATED AS OF OCTOBER 11, 1874, FILED FOR RECORD OCTOBER 13, 1874 AND RECORDED NOVEMBER 7, 1874 IN VOLUME 18 OF DEEDS, PAGES 472-473, SANTA CRUZ COUNTY RECORDS, BETWEEN ANTONIO CASTRO, AND THE SANTA CRUZ RAILROAD COMPANY.

30. V72-3, NO. 6

THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JUNE 21, 1884, FILED FOR RECORD JUNE 27, 1884 AND RECORDED JUNE 27, 1884 IN VOLUME 41 OF DEEDS, PAGES 307-309, SANTA CRUZ COUNTY RECORDS, BETWEEN LUDWIG DOELTZ, AND THE PAJARO AND SANTA CRUZ RAILROAD COMPANY.

31. V72-3, NO. 7

(I) THE PARCEL OF LAND DESCRIBED AS "FIRST" IN THE INDENTURE DATED AS OF APRIL 13, 1875 AND RECORDED MAY 13, 1875 IN VOLUME 20 OF DEEDS, PAGES 32-34, SANTA CRUZ COUNTY RECORDS, BETWEEN ANTONIA BERNAL, AND THE SANTA CRUZ RAILROAD COMPANY.

(II) THE PARCEL OF LAND DESCRIBED AS "SECOND" IN SAID INDENTURE DATED AS OF APRIL 13, 1875, BETWEEN ANTONIA BERNAL, AND THE SANTA CRUZ RAILROAD COMPANY.

EXCEPTING FROM (II) ABOVE, THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF MAY 4, 1932, RECORDED JULY 26, 1932 IN VOLUME 231, PAGES 60-61, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND FRED A. TILLMAN.

ALSO EXCEPTING FROM (II) ABOVE, THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE GRANT DEED DATED AS OF SEPTEMBER 19, 1963, RECORDED DECEMBER 6, 1963 IN VOLUME 1583, PAGES 655-657, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY, AND CENTRAL SUPPLY COMPANY.

ALSO EXCEPTING FROM (II) ABOVE, THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE GRANT DEED DATED AS OF APRIL 21, 1980, RECORDED APRIL 23, 1980 IN VOLUME 3189, PAGES 522-525, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC TRANSPORTATION COMPANY, AND APTOS STATION.

(III) THE GRANTEE'S COVENANTS, EQUITABLE SERVITUDES EXPRESSED IN AND UPON THE TERMS OF SAID GRANT DEED DATED AS OF APRIL 21, 1980, BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, TO APTOS STATION, VIZ:

"THE TRACK AREA OF SAID PROPERTY SHALL BE FENCED BY GRANTEE AT ITS OWN EXPENSE AND TO THE SATISFACTION OF GRANTOR, AND THAT ALL DRIVEWAYS INTO THE SHOPPING CENTER SHALL BE AT A MINIMUM DISTANCE OF 50 FEET FROM THE TRACKS."

32. V72-3, NO. 8

THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF DECEMBER 30, 1876, FILED FOR RECORD DECEMBER 30, 1876 AND RECORDED JANUARY 27, 1877 IN VOLUME 22 OF DEEDS, PAGES 363-366, SANTA CRUZ COUNTY RECORDS, BETWEEN JOSE ARANO, AND THE SANTA CRUZ RAILROAD COMPANY.

33. V72-3, NO. 9

THE STRIP OR PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JANUARY 3, 1877, FILED FOR RECORD FEBRUARY 15, 1877 AND RECORDED MARCH 26, 1877 IN VOLUME 24 OF DEEDS, PAGES 7-11, SANTA CRUZ COUNTY RECORDS, BETWEEN B.C. NICHOLS, AND THE SANTA CRUZ RAILROAD COMPANY.

34. V72-3, NO. 10

THE STRIP OR PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JUNE 9, 1875, FILED FOR RECORD JUNE 10, 1875 AND RECORDED JULY 13, 1875 IN VOLUME 19 OF DEEDS, PAGES 95-96, SANTA CRUZ COUNTY RECORDS, BETWEEN CONRAD BUSH, AND THE SANTA CRUZ RAILROAD COMPANY.

35. V72-3, NO. 20

THE STRIP OR PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JULY 12, 1932, RECORDED JULY 26, 1932 IN VOLUME 231, PAGES 62-63, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN FRED A. TILLMAN, AND SOUTHERN PACIFIC RAILROAD COMPANY.

36. V72-2, NO. 1; V72-1, NO. 26

THE STRIP OR PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JUNE 9, 1877, FILED FOR RECORD JUNE 9, 1877 AND RECORDED AUGUST 4, 1877 IN VOLUME 24 OF DEEDS, PAGES 291-294, SANTA CRUZ COUNTY RECORDS, BETWEEN URIAH W. THOMPSON AND CHARLOTTE THOMPSON, AND THE SANTA CRUZ RAILROAD COMPANY.

37. V72-2, NO. 2

(I) THE STRIP OR PARCEL OF LAND DESCRIBED AS "FIRST" IN THE INDENTURE DATED AS OF JULY 11, 1876, FILED FOR RECORD AUGUST 2, 1876 AND RECORDED AUGUST 14, 1876 IN VOLUME 21 OF DEEDS, PAGES 377-380, SANTA CRUZ COUNTY RECORDS, BETWEEN F.A. HIHN, AND THE SANTA CRUZ RAILROAD COMPANY.

(II) THE STRIP OR PARCEL OF LAND DESCRIBED AS "SECOND" IN SAID INDENTURE DATED AS OF JULY 11, 1876 BETWEEN F.A. HIHN, AND THE SANTA CRUZ RAILROAD COMPANY.

38. V72-2, NO. 3

THE STRIP OR PARCEL OF LAND DESCRIBED IN THE ORDER UPON JUDGMENT IN TAKING AND CONDEMNATION DATED AS OF JUNE 21, 1876, FILED FOR RECORD JULY 15, 1876 AND RECORDED JULY 27, 1876 IN VOLUME 21 OF DEEDS, PAGES 291-293, SANTA CRUZ COUNTY RECORDS, IN THE MATTER OF SANTA CRUZ RAILROAD COMPANY, PLAINTIFF VS. MICHAEL J. LEONARD ET AL, DEFENDANTS.

39. V72-2, NO. 4

(I) THE STRIP OR PARCEL OF LAND DESCRIBED IN THE ORDER UPON JUDGMENT IN TAKING AND CONDEMNATION DATED AS OF JUNE 20, 1876, FILED FOR RECORD JULY 15, 1876 AND RECORDED JULY 28, 1876 IN VOLUME 21 OF DEEDS, PAGES 293-295, SANTA CRUZ COUNTY RECORDS, IN THE MATTER OF SANTA CRUZ RAILROAD COMPANY, PLAINTIFF VS. GIDEON C. WARDWELL ET AL, DEFENDANTS.

(II) THE STRIP OR PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JUNE 22, 1877, FILED FOR RECORD AUGUST 11, 1893 AND RECORDED AUGUST 15, 1893 IN VOLUME 96 OF DEEDS, PAGES 195-197, SANTA CRUZ COUNTY RECORDS, BETWEEN GIDEON C. WARDWELL AND CATHERINE L. WARDWELL, AND THE SANTA CRUZ RAILROAD COMPANY.

EXCEPTING FROM (I) AND (II) ABOVE, THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE CORPORATION GRANT DEED DATED AS OF JUNE 9, 1997 AND RECORDED JUNE 20, 1997, DOCUMENT NO. 1997-0027378, OFFICIAL RECORDS OF SANTA CRUZ COUNTY.

40. V72-2, NO. 5; V72-2, NO. 2

THE STRIP OR PARCEL OF LAND DESCRIBED AS "PARCEL B" IN THE FINAL DECREE IN PARTITION MADE JUNE 18, 1924 IN THE MATTER OF BAY HEAD LAND COMPANY, PLAINTIFF, VS. SOUTHERN PACIFIC RAILROAD COMPANY, ET AL, DEFENDANTS, A CERTIFIED COPY OF WHICH WAS RECORDED JUNE 18, 1924 IN VOLUME 27, PAGES 35-40, OFFICIAL RECORDS OF SANTA CRUZ COUNTY.

41. V72-2, NO. 6

THE LOTS OR PARCELS OF LAND DESCRIBED IN THE INDENTURE DATED AS OF MARCH 10, 1904 AND RECORDED MARCH 4, 1905 IN VOLUME 170 OF DEEDS, PAGES 186-189, SANTA CRUZ COUNTY RECORDS, BETWEEN SANTA CRUZ, CAPITOLA AND WATSONVILLE RAILWAY COMPANY, AND SOUTHERN PACIFIC COMPANY.

42. V72-2, NO. 7

THE TWO PARCELS OF LAND DESCRIBED AS "1ST" AND "2ND", IN THE INDENTURE DATED AS OF AUGUST 9, 1904 AND RECORDED AUGUST 17, 1904 IN VOLUME 155 OF DEEDS, PAGES 438-450, SANTA CRUZ COUNTY RECORDS, BETWEEN F.A. HIHN COMPANY, AND SOUTHERN PACIFIC RAILROAD COMPANY.

43. V72-2, NO. 8

THE RIGHT "AS A MEANS OF ACCESS TO THE CARS AND WAREHOUSES OF THE SOUTHERN PACIFIC COMPANY . . . TO USE IN COMMON WITH SAID F.A. HIHN COMPANY, ITS SUCCESSORS AND ASSIGNS, THE PARCEL OF LAND SITUATED IN . . . CAPITOLA" DESCRIBED IN THE INDENTURE DATED AS OF AUGUST 9, 1904 AND RECORDED AUGUST 17, 1904 IN VOLUME 155 OF DEEDS, PAGES 438-450, SANTA CRUZ COUNTY RECORDS, BETWEEN F.A. HIHN COMPANY, AND SOUTHERN PACIFIC RAILROAD COMPANY.

44. V72-2, NO. 9

THE PARCEL OF LAND DESCRIBED AS "2" IN THE INDENTURE DATED AS OF JULY 19, 1902 AND RECORDED AUGUST 1, 1902 IN VOLUME 148 OF DEEDS, PAGES 129-130, SANTA CRUZ COUNTY RECORDS, BETWEEN F.A. HIHN COMPANY, AND SOUTHERN PACIFIC RAILROAD COMPANY.

45. V72-2, NO. 10

THE RIGHT OF WAY "OVER AND THROUGH MY FARM ON THE SOQUEL RANCHO . . . ON THE LINE OF LOCATION FOR SAID RAILROAD" DESCRIBED IN THE INDENTURE DATED AS OF DECEMBER 3, 1873, FILED FOR RECORD DECEMBER 13, 1873 AND RECORDED IN VOLUME 15 OF DEEDS, PAGE 410, SANTA CRUZ COUNTY RECORDS, BETWEEN THOMAS FALLON, AND SANTA CRUZ RAILROAD COMPANY.

46. V72-2, NO. 11

THE STRIP OR PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JULY 11, 1876, FILED FOR RECORD AUGUST 2, 1876 AND RECORDED AUGUST 11, 1876 IN VOLUME 21 OF DEEDS, PAGES 367-368, SANTA CRUZ COUNTY RECORDS, BETWEEN B.F. PORTER, AND THE SANTA CRUZ RAILROAD COMPANY.

47. V72-2, NO. 12

THE STRIP OR PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF AUGUST 22, 1874, FILED FOR RECORD DECEMBER 30, 1874 AND RECORDED FEBRUARY 16, 1875 IN VOLUME 1 OF AGREEMENTS, PAGES 500-501, SANTA CRUZ COUNTY RECORDS, BETWEEN JOHN S. ORD, AND THE SANTA CRUZ RAILROAD COMPANY.

48. V72-2, NO. 13

THE "EASEMENT AND RIGHT OF WAY FOR ALL NECESSARY RAILROAD PURPOSES" DESCRIBED IN THE INDENTURE DATED AS OF JUNE 17, 1876, FILED FOR RECORD AUGUST 2, 1876 AND RECORDED AUGUST 12, 1876 IN VOLUME 21 OF DEEDS, PAGES 372-374, SANTA CRUZ COUNTY RECORDS, BETWEEN S.W. HOLLADAY AND GEORGIANA C. ORD HOLLADAY, AND THE SANTA CRUZ RAILROAD COMPANY.

49. V72-2, NO. 14

THE STRIP OR PARCEL OF LAND DESCRIBED AS "FIRST" IN THE INDENTURE DATED AS OF MAY 13, 1875 AND RECORDED JUNE 12, 1875 IN VOLUME 20 OF DEEDS, PAGES 30-31, SANTA CRUZ COUNTY RECORDS, BETWEEN RAFAEL CASTRO, AND THE SANTA CRUZ RAILROAD COMPANY.

50. V72-2, NO. 17

THE STRIP OR PARCEL OF LAND DESCRIBED AS "CONTAINING AN AREA OF 2.95 ACRES, MORE OR LESS" IN THE INDENTURE DATED AS OF OCTOBER 30, 1945 AND RECORDED OCTOBER 31, 1945 IN VOLUME 506, PAGES 288-289, OFFICIAL RECORDS OF SANTA CRUZ COUNTY,

BETWEEN FRED D. HIHN ET AL, AND SOUTHERN PACIFIC RAILROAD COMPANY.

EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "CONTAINING AN AREA OF 1.29 ACRES, MORE OR LESS" IN THE INDENTURE DATED AS OF NOVEMBER 14, 1945 AND RECORDED APRIL 5, 1946 IN VOLUME 590, PAGES 63-64, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND STATE OF CALIFORNIA.

THE SAME 1.29-ACRE PORTION THEREOF IS DESCRIBED IN THE INDENTURE DATED AS OF NOVEMBER 14, 1945 AND RECORDED JUNE 7, 1948 IN VOLUME 653, PAGES 168-177, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND STATE OF CALIFORNIA.

51. V72-2, NO. 18

THE STRIP OR PARCEL OF LAND DESCRIBED AS "CONTAINING AN AREA OF 1.36 ACRES, MORE OR LESS" IN THE INDENTURE DATED AS OF OCTOBER 17, 1947 AND RECORDED JANUARY 26, 1948 IN VOLUME 617, PAGES 158-162, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN THE STATE OF CALIFORNIA, AND SOUTHERN PACIFIC RAILROAD COMPANY.

THE SAME STRIP OR PARCEL OF LAND IS DESCRIBED IN THE INDENTURE DATED AS OF OCTOBER 30, 1945 AND RECORDED OCTOBER 31, 1945 IN VOLUME 506, PAGES 288-289, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN FRED D. HIHN ET AL, AND SOUTHERN PACIFIC RAILROAD COMPANY.

52. V72-1, NO. 8

THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF MARCH 14, 1877 AND RECORDED SEPTEMBER 21, 1878 IN VOLUME 26 OF DEEDS, PAGES 360-361, SANTA CRUZ COUNTY RECORDS, BETWEEN THOMAS J. WEEKS, AND THE SANTA CRUZ RAILROAD COMPANY.

EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCELS OF LAND DESCRIBED AS "FIRST" AND "THIRD" IN THE INDENTURE DATED AS OF NOVEMBER 18, 1918 AND RECORDED FEBRUARY 25, 1919 IN VOLUME 283 OF DEEDS, PAGES 392-393, SANTA CRUZ COUNTY RECORDS, BETWEEN SOUTHERN PACIFIC COMPANY ET AL, AND THE OCEAN SHORE RAILROAD COMPANY.

53. V72-1, NO. 9

THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF MARCH 17, 1892 AND RECORDED MARCH 18, 1892 IN VOLUME 86 OF DEEDS, PAGES 108-109, SANTA CRUZ COUNTY RECORDS, BETWEEN MRS. JANE LYNCH, AND THE SANTA CRUZ RAILROAD COMPANY.

EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCELS OF LAND DESCRIBED AS "SECOND" IN THE INDENTURE DATED AS OF NOVEMBER 18, 1918 AND RECORDED FEBRUARY 25, 1919 IN VOLUME 283 OF DEEDS, PAGES 392-393, SANTA CRUZ COUNTY RECORDS, BETWEEN SOUTHERN PACIFIC COMPANY ET AL, AND THE OCEAN SHORE RAILROAD COMPANY.

54. V72-1, NO. 13

THE RIGHT "TO CONSTRUCT, OPERATE, AND MAINTAIN ONE OR TWO RAILROAD TRACKS . . . AND THE RIGHT TO OPERATE SAID RAILROAD TRACKS BY STEAM OR HORSE POWER OR

EITHER AND FOR STREET RAILROAD PURPOSES . . . OVER AND ACROSS" THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF DECEMBER 1, 1877, FILED FOR RECORD DECEMBER 1, 1877 AND RECORDED DECEMBER 22, 1877 IN VOLUME 26 OF DEEDS, PAGES 47-48, SANTA CRUZ COUNTY RECORDS, BETWEEN ELIZABETH LIDDELL, AND THE SANTA CRUZ RAILROAD COMPANY.

"ALSO THE RIGHT TO CONSTRUCT AND MAINTAIN SUCH EMBANKMENTS AS MAY BE DEEMED NECESSARY FOR THE PROTECTION OF SAID TRACKS, ON THE SOUTH SIDE OF SAID RAILROAD TRACKS FOR A DISTANCE OF TWELVE (12) FEET SOUTHERLY OF THE SOUTHERN BOUNDARY OF THE PORTION OF SAID LOT NUMBER SEVEN (7) OVER WHICH THE RIGHT TO CONSTRUCT, MAINTAIN, AND OPERATE SAID TRACKS IS HEREBY GRANTED."

55. V72-1, NO. 14

THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF NOVEMBER 13, 1878 AND RECORDED NOVEMBER 13, 1878 IN VOLUME 26 OF DEEDS, PAGES 437-438, SANTA CRUZ COUNTY RECORDS, BETWEEN GEORGE J. FAKE, AND THE SANTA CRUZ RAILROAD COMPANY.

56. V72-1, NO. 15

(I) THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF SEPTEMBER 7, 1878 AND RECORDED SEPTEMBER 7, 1878 IN VOLUME 27 OF DEEDS, PAGES 200-203, SANTA CRUZ COUNTY RECORDS, BETWEEN C. CAPPELMANN AND GEORGE OTTO, AND THE SANTA CRUZ RAILROAD COMPANY.

EXCEPTING FROM (I) ABOVE, THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "PARCEL NO. 1" IN THE INDENTURE DATED AS OF JUNE 9, 1926 AND RECORDED OCTOBER 26, 1928 IN VOLUME 138, PAGES 276-278, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC COMPANY ET AL, AND SANTA CRUZ SEASIDE COMPANY.

ALSO EXCEPTING FROM (I) ABOVE, THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCELS OF LAND DESCRIBED IN THE TWO QUITCLAIM DEEDS DATED AS OF NOVEMBER 1, 1962 AND NOVEMBER 29, 1962, AND RECORDED NOVEMBER 30, 1962 IN VOLUME 1509, PAGES 255-256 AND PAGES 257-259, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC COMPANY, AND SANTA CRUZ SEASIDE COMPANY.

ALSO EXCEPTING FROM (I) ABOVE, THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE LAND DESCRIBED IN THE CORPORATION GRANT DEED DATED AS OF DECEMBER 23, 1992 AND RECORDED DECEMBER 30, 1992 IN VOLUME 5178, PAGES 702-706, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC TRANSPORTATION COMPANY, AND SANTA CRUZ SEASIDE COMPANY.

(II) THE "PERPETUAL EASEMENT IN, ON, UNDER, OVER, AND THROUGH . . . THE RAILROAD EASEMENT PROPERTY, IN WHICH AREAS GRANTOR (AND ITS LESSEES, SUBLESSEES, LICENSEES, SUCCESSORS OR ASSIGNS) SHALL HAVE THE RIGHT TO OWN, CONSTRUCT, RECONSTRUCT, MAINTAIN, OPERATE, USE AND/OR REMOVE EXISTING AND/OR FUTURE RAILROAD, RAIL AND RAILROAD-RELATED EQUIPMENT, FACILITIES, TRANSPORTATION SYSTEMS, PIPELINES, COMMUNICATION SYSTEMS, LINES AND FACILITIES OF EVERY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, ALL EXISTING FACILITIES, TELEPHONE, TELEGRAPH, TELEVISION, AND FIBER OPTIC LINES AND RELATED EQUIPMENT AND APPURTENANCES," AS RESERVED AND UPON THE TERMS, CONDITIONS, AND AGREEMENTS SET FORTH IN SAID CORPORATION GRANT DEED DATED AS OF DECEMBER 23, 1992,

BETWEEN SOUTHERN PACIFIC TRANSPORTATION COMPANY, AND SANTA CRUZ SEASIDE COMPANY.

57. V72-1, NO. 16

(I) THE PARCEL OF LAND DESCRIBED AS "TOWNSHIP ELEVEN SOUTH, RANGE ONE WEST OF MOUNT DIABLO MERIDIAN . . . THE LOT NUMBERED FIVE, OF SECTION NINETEEN CONTAINING NINE ACRES AND TWENTY FIVE HUNDREDTHS OF AN ACRE" IN THE PATENT DATED AS OF MARCH 21, 1892 AND RECORDED JULY 29, 1892 IN VOLUME 4 OF PATENTS, PAGES 1-70, SANTA CRUZ COUNTY RECORDS, BY THE UNITED STATES OF AMERICA, TO THE SOUTHERN PACIFIC RAILROAD COMPANY.

(II) THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF FEBRUARY 14, 1906 AND RECORDED JULY 26, 1906 IN VOLUME 172 OF DEEDS, PAGES 320-321, SANTA CRUZ COUNTY RECORDS, BETWEEN E.O. CORRIGAN AND JENNIE C. CORRIGAN, AND THE SOUTHERN PACIFIC RAILROAD COMPANY.

EXCEPTING FROM (I) AND (II) ABOVE THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "PARCEL NO. 2" IN THE INDENTURE DATED AS OF JUNE 9, 1926 AND RECORDED OCTOBER 26, 1928 IN VOLUME 138, PAGES 276-278, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC COMPANY ET AL, AND SANTA CRUZ SEASIDE COMPANY.

EXCEPTING FROM (I) AND (II) ABOVE, THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCELS OF LAND DESCRIBED IN THE TWO QUITCLAIM DEEDS DATED AS OF NOVEMBER 1, 1962 AND NOVEMBER 29, 1962, AND RECORDED NOVEMBER 30, 1962 IN VOLUME 1509, PAGES 255-256 AND PAGES 257-259, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC COMPANY, AND SANTA CRUZ SEASIDE COMPANY.

ALSO EXCEPTING FROM (I) AND (II) ABOVE, THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE LAND DESCRIBED IN THE CORPORATION GRANT DEED DATED AS OF DECEMBER 23, 1992 AND RECORDED DECEMBER 30, 1992 IN VOLUME 5178, PAGES 702-706, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC TRANSPORTATION COMPANY, AND SANTA CRUZ SEASIDE COMPANY.

(III) THE "PERPETUAL EASEMENT IN, ON, UNDER, OVER, AND THROUGH . . . THE RAILROAD EASEMENT PROPERTY, IN WHICH AREAS GRANTOR (AND ITS LESSEES, SUBLESSEES, LICENSEES, SUCCESSORS OR ASSIGNS) SHALL HAVE THE RIGHT TO OWN, CONSTRUCT, RECONSTRUCT, MAINTAIN, OPERATE, USE AND/OR REMOVE EXISTING AND/OR FUTURE RAILROAD, RAIL AND RAILROAD-RELATED EQUIPMENT, FACILITIES, TRANSPORTATION SYSTEMS, PIPELINES, COMMUNICATION SYSTEMS, LINES AND FACILITIES OF EVERY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, ALL EXISTING FACILITIES, TELEPHONE, TELEGRAPH, TELEVISION, AND FIBER OPTIC LINES AND RELATED EQUIPMENT AND APPURTENANCES," AS RESERVED AND UPON THE TERMS, CONDITIONS, AND AGREEMENTS SET FORTH IN SAID CORPORATION GRANT DEED DATED AS OF DECEMBER 23, 1992, BETWEEN SOUTHERN PACIFIC TRANSPORTATION COMPANY, AND SANTA CRUZ SEASIDE COMPANY.

58. V72-1, NO. 18

THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF NOVEMBER 25, 1873, FILED FOR RECORD DECEMBER 2, 1873 AND RECORDED IN VOLUME 16 OF DEEDS, PAGES 417-418, SANTA CRUZ COUNTY RECORDS, BETWEEN THOMAS PILKINGTON, AND THE SANTA CRUZ

RAILROAD COMPANY.

59. V72-1, NO. 19

THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF DECEMBER 2, 1873, FILED FOR RECORD DECEMBER 13, 1873 AND RECORDED IN VOLUME 15 OF DEEDS, PAGES 409-410, SANTA CRUZ COUNTY RECORDS, BETWEEN LOUISA C. VINCENT, AND THE SANTA CRUZ RAILROAD COMPANY.

60. V72-1, NO. 20

THE GRANTEE'S COVENANTS, EQUITABLE SERVITUDES WITH RESPECT TO "AN EASEMENT FOR STREET OR HIGHWAY PURPOSES AND FOR HIGHWAY SLOPES," AS SET FORTH IN THE SUPPLEMENTAL AGREEMENT BY AND BETWEEN SOUTHERN PACIFIC COMPANY AND CITY OF SANTA CRUZ, DATED AS OF JANUARY 30, 1967 AND RECORDED APRIL 13, 1967 IN VOLUME 1813, PAGES 647-651, OFFICIAL RECORDS OF SANTA CRUZ COUNTY.

EXCEPTING THEREFROM ALL THAT CERTAIN INTEREST CONVEYED IN THE QUITCLAIM DEED DATED AS OF JULY 31, 1996, RECORDED AUGUST 1, 1996 IN VOLUME 5886, PAGES 47-54, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, TO CITY OF SANTA CRUZ.

61. V72-1, NO. 23

THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF SEPTEMBER 16, 1874, FILED FOR RECORD SEPTEMBER 16, 1874 AND RECORDED SEPTEMBER 30, 1874 IN VOLUME 17 OF DEEDS, PAGES 89-90, SANTA CRUZ COUNTY RECORDS, BETWEEN HANLY B. DOANE, AND THE SANTA CRUZ RAILROAD COMPANY.

62. V72-1, NO. 25

THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF AUGUST 29, 1874, FILED FOR RECORD APRIL 12, 1875 AND RECORDED APRIL 19, 1875 IN VOLUME 18 OF DEEDS, PAGES 628-629, SANTA CRUZ COUNTY RECORDS, BETWEEN MARTIN KINSLEY, AND THE SANTA CRUZ RAILROAD COMPANY.

63. V72-1, NO. 24

THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF AUGUST 29, 1874, FILED FOR RECORD APRIL 12, 1875 AND RECORDED APRIL 20, 1875 IN VOLUME 18 OF DEEDS, PAGES 630-631, SANTA CRUZ COUNTY RECORDS, BETWEEN JAMES CORCORAN, AND THE SANTA CRUZ RAILROAD COMPANY.

64. V22-11, NO. 12

THE PERPETUAL RESERVATION OF RIGHTS IN AND AS TO THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF SEPTEMBER 22, 1939 AND RECORDED MARCH 22, 1940 VOLUME 382, PAGES 367-368, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC COMPANY, AND CITY OF SANTA CRUZ, VIZ:

"THE RIGHT TO RECONSTRUCT, MAINTAIN AND USE THAT CERTAIN 4-FOOT CONCRETE ARCH DRAINAGE STRUCTURE WHICH IS LOCATED UPON AND ACROSS THE NORTHEASTERLY PORTION OF THE ABOVE DESCRIBED PARCEL OF LAND" AND "THE RIGHT TO CONSTRUCT, RECONSTRUCT, MAINTAIN AND USE A ROADWAY 40 FEET IN WIDTH ACROSS SAID PARCEL OF

LAND AND SUCH ADDITIONAL LAND AS MAY BE NECESSARY FOR THE SLOPES FOR SAID ROADWAY IN EVENT OF THE FUTURE ABANDONMENT OR REMOVAL OF THE BAY STREET BRIDGE".

65. V89-1, NO. 1

THE STRIP OR PARCEL OF LAND DESCRIBED IN THE BARGAIN AND SALE DEED DATED AS OF JANUARY 29, 1907 AND RECORDED FEBRUARY 4, 1907 IN VOLUME 183 OF DEEDS, PAGES 466-467, SANTA CRUZ COUNTY RECORDS, BETWEEN JAMES NEARY AND MARTIN NEARY, AND THE SOUTHERN PACIFIC COMPANY.

66. V89-1, NO. 2

THE STRIP OR PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JUNE 5, 1905 AND RECORDED JULY 7, 1905 IN VOLUME 177 OF DEEDS, PAGES 26-27, SANTA CRUZ COUNTY RECORDS, BETWEEN JAMES NEARY AND MARTIN NEARY, AND THE SOUTHERN PACIFIC COMPANY.

EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "THIRD" IN THE INDENTURE DATED AS OF NOVEMBER 18, 1918 AND RECORDED FEBRUARY 25, 1919 IN VOLUME 283 OF DEEDS, PAGES 392-395, SANTA CRUZ COUNTY RECORDS, BETWEEN SOUTHERN PACIFIC COMPANY ET AL, AND OCEAN SHORE RAILROAD COMPANY.

67. V89-1, NO. 3

THE LOT OR PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JUNE 5, 1905 AND RECORDED JULY 7, 1905 IN VOLUME 177 OF DEEDS, PAGES 28-29, SANTA CRUZ COUNTY RECORDS, BETWEEN LAURA C. REDDEN SEARING, AND THE COAST LINE RAILWAY COMPANY.

68. V89-1, NO. 4

THE LOT OR PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JUNE 5, 1905 AND RECORDED JULY 7, 1905 IN VOLUME 177 OF DEEDS, PAGES 24-25, SANTA CRUZ COUNTY RECORDS, BETWEEN TIMOTHY CASTRO AND SOLEDAD C. CASTRO, AND THE SOUTHERN PACIFIC COMPANY.

69. V89-1, NO. 5

THE STRIP OR PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JUNE 12, 1905 AND RECORDED JULY 7, 1905 IN VOLUME 177 OF DEEDS, PAGES 22-23, SANTA CRUZ COUNTY RECORDS, BETWEEN JAMES NEARY AND MARTIN NEARY, AND THE SOUTHERN PACIFIC COMPANY.

EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JANUARY 11, 1906 AND RECORDED MARCH 19, 1906 IN VOLUME 186 OF DEEDS, PAGES 100-101, SANTA CRUZ COUNTY RECORDS, BETWEEN SOUTHERN PACIFIC COMPANY, AND CITY OF SANTA CRUZ.

ALSO EXCEPTING THEREFROM, THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND "EXCEPTING THEREFROM A STRIP OF LAND 40 FEET IN WIDTH," DESCRIBED IN THE FINAL ORDER OF CONDEMNATION DATED AS OF JULY 14, 1993, A CERTIFIED COPY OF WHICH WAS RECORDED JULY 21, 1993 IN VOLUME 5306,

PAGES 949-952, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, IN THE MATTER OF CITY OF SANTA CRUZ, PLAINTIFF VS. SOUTHERN PACIFIC TRANSPORTATION COMPANY ET AL, DEFENDANTS.

70. V89-1, NO. 6

THE "RIGHT OF WAY ONLY" OVER AND ACROSS THE STRIP OR PARCEL OF LAND DESCRIBED AS "CONTAINING AN AREA OF . . . [0.38 ACRES] MORE OR LESS," IN THE INDENTURE DATED AS OF FEBRUARY 23, 1906 AND RECORDED MARCH 12, 1906 IN VOLUME 185 OF DEEDS, PAGES 194-197, SANTA CRUZ COUNTY RECORDS, BETWEEN CITY OF SANTA CRUZ, AND COAST LINE RAILWAY COMPANY.

EXCEPTING THEREFROM, THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND "EXCEPTING THEREFROM A STRIP OF LAND 40 FEET IN WIDTH," DESCRIBED IN THE FINAL ORDER OF CONDEMNATION DATED AS OF JULY 14, 1993, A CERTIFIED COPY OF WHICH WAS RECORDED JULY 21, 1993 IN VOLUME 5306, PAGES 949-952, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, IN THE MATTER OF CITY OF SANTA CRUZ, PLAINTIFF VS. SOUTHERN PACIFIC TRANSPORTATION COMPANY ET AL, DEFENDANTS.

71. V89-1, NO. 7

THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF OCTOBER 17, 1905 AND RECORDED OCTOBER 17, 1905 IN VOLUME 177 OF DEEDS, PAGES 208-209, SANTA CRUZ COUNTY RECORDS, BETWEEN C.A. WHIPPLE AND JENNIE E. WHIPPLE, AND THE COAST LINE RAILWAY COMPANY.

EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE INDENTURES (I) DATED AS OF JANUARY 11, 1906 AND RECORDED MARCH 19, 1906 IN VOLUME 186 OF DEEDS, PAGES 101-102, AND (II) DATED DECEMBER 26, 1916 AND RECORDED AUGUST 21, 1917 IN VOLUME 278 OF DEEDS, PAGES 79-80, SANTA CRUZ COUNTY RECORDS, BETWEEN COAST LINE RAILWAY COMPANY, AND CITY OF SANTA CRUZ.

ALSO EXCEPTING THEREFROM, THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND "EXCEPTING THEREFROM A STRIP OF LAND 40 FEET IN WIDTH," DESCRIBED IN THE FINAL ORDER OF CONDEMNATION DATED AS OF JULY 14, 1993, A CERTIFIED COPY OF WHICH WAS RECORDED JULY 21, 1993 IN VOLUME 5306, PAGES 949-952, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, IN THE MATTER OF CITY OF SANTA CRUZ, PLAINTIFF VS. SOUTHERN PACIFIC TRANSPORTATION COMPANY ET AL, DEFENDANTS.

72. V89-1, NO. 8

THE LAND DESCRIBED IN THE INDENTURE DATED AS OF JULY 17, 1905 AND RECORDED AUGUST 2, 1905 IN VOLUME 176 OF DEEDS, PAGES 166-167, SANTA CRUZ COUNTY RECORDS, BETWEEN ISABELLA ANDERSON AND ROBERT CHARLES ANDERSON, AND THE SOUTHERN PACIFIC COMPANY.

EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCELS OF LAND DESCRIBED AS "FIRST" AND "SECOND" IN THE INDENTURE DATED AS OF NOVEMBER 18, 1918 AND RECORDED FEBRUARY 25, 1919 IN VOLUME 283 OF DEEDS, PAGES 392-395, SANTA CRUZ COUNTY RECORDS, BETWEEN SOUTHERN PACIFIC COMPANY ET AL, AND OCEAN SHORE RAILROAD COMPANY.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "PARCEL NO. 1" IN THE INDENTURE DATED AS OF NOVEMBER 15, 1945 AND RECORDED DECEMBER 28, 1945 IN VOLUME 530, PAGES 171-173, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND A.G. FINN AND C.G. FINN.

73. V89-1, NO. 9

THE LOTS OR PARCELS OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JULY 6, 1905 AND RECORDED JULY 24, 1905 IN VOLUME 175 OF DEEDS, PAGES 108-109, SANTA CRUZ COUNTY RECORDS, BETWEEN F.A. HIHN COMPANY, AND SOUTHERN PACIFIC COMPANY.

EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCELS OF LAND DESCRIBED AS "PARCEL NO. 2" AND "PARCEL NO. 3" IN THE INDENTURE DATED AS OF NOVEMBER 15, 1945 AND RECORDED DECEMBER 28, 1945 IN VOLUME 530, PAGES 171-173, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND A.G. FINN AND C.G. FINN.

ALSO EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCELS OF LAND DESCRIBED AS "PARCEL NO. 1" AND "PARCEL NO. 4" IN THE INDENTURE DATED AS OF FEBRUARY 27, 1947 AND RECORDED MARCH 29, 1947 IN VOLUME 539, PAGES 176-178, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND A.G. FINN AND C.G. FINN.

74. V89-1, NO. 10

THE LOTS OR PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF MAY 12, 1905 AND RECORDED MAY 13, 1905 IN VOLUME 170 OF DEEDS, PAGES 320-322, SANTA CRUZ COUNTY RECORDS, BETWEEN F.A. HIHN COMPANY AND O.F. HART, AND THE SOUTHERN PACIFIC COMPANY.

EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "PARCEL NO. 4" IN THE INDENTURE DATED AS OF NOVEMBER 15, 1945 AND RECORDED DECEMBER 28, 1945 IN VOLUME 530, PAGES 171-173, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND A.G. FINN AND C.G. FINN.

ALSO EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "PARCEL NO. 2" IN THE INDENTURE DATED AS OF FEBRUARY 27, 1947 AND RECORDED MARCH 29, 1947 IN VOLUME 539, PAGES 176-178, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND A.G. FINN AND C.G. FINN.

75. V89-1, NO. 11

THE LOTS OR PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF AUGUST 10, 1905 AND RECORDED AUGUST 21, 1905 IN VOLUME 177 OF DEEDS, PAGES 94-95, SANTA CRUZ COUNTY RECORDS, BETWEEN CATHERINE GRIFFIN AND FREDERICK E. GRIFFIN, AND THE SOUTHERN PACIFIC COMPANY.

EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "PARCEL NO. 5" IN THE INDENTURE DATED AS OF NOVEMBER 15, 1945 AND RECORDED DECEMBER 28, 1945 IN VOLUME 530, PAGES 171-173, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC

RAILROAD COMPANY ET AL, AND A.G. FINN AND C.G. FINN.

ALSO EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "PARCEL NO. 3" IN THE INDENTURE DATED AS OF FEBRUARY 27, 1947 AND RECORDED MARCH 29, 1947 IN VOLUME 539, PAGES 176-178, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND A.G. FINN AND C.G. FINN.

76. V89-1, NO. 12

THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF AUGUST 10, 1905 AND RECORDED AUGUST 21, 1905 IN VOLUME 177 OF DEEDS, PAGES 96-97, SANTA CRUZ COUNTY RECORDS, BETWEEN MYRTIE L. GRIFFIN AND WILLIAM GRIFFIN, AND THE SOUTHERN PACIFIC COMPANY.

EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "PARCEL NO. 5" IN THE INDENTURE DATED AS OF NOVEMBER 15, 1945 AND RECORDED DECEMBER 28, 1945 IN VOLUME 530, PAGES 171-173, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND A.G. FINN AND C.G. FINN.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "PARCEL NO. 3" IN THE INDENTURE DATED AS OF FEBRUARY 27, 1947 AND RECORDED MARCH 29, 1947 IN VOLUME 539, PAGES 176-178, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND A.G. FINN AND C.G. FINN.

77. V89-1, NO. 13

THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF AUGUST 10, 1905 AND RECORDED AUGUST 21, 1905 IN VOLUME 177 OF DEEDS, PAGES 92-93, SANTA CRUZ COUNTY RECORDS, BETWEEN FRANK J. MEDINA, AND THE SOUTHERN PACIFIC COMPANY.

EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "PARCEL NO. 5" IN THE INDENTURE DATED AS OF NOVEMBER 15, 1945 AND RECORDED DECEMBER 28, 1945 IN VOLUME 530, PAGES 171-173, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND A.G. FINN AND C.G. FINN.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "PARCEL NO. 3" IN THE INDENTURE DATED AS OF FEBRUARY 27, 1947 AND RECORDED MARCH 29, 1947 IN VOLUME 539, PAGES 176-178, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND A.G. FINN AND C.G. FINN.

78. V89-1, NO. 14

THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF AUGUST 11, 1905 AND RECORDED AUGUST 21, 1905 IN VOLUME 177 OF DEEDS, PAGES 102-103, SANTA CRUZ COUNTY RECORDS, BETWEEN CHARLES W. HAMMER AND MARION GOODWIN HAMMER, AND THE COAST LINE RAILWAY COMPANY.

EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCELS OF LAND DESCRIBED AS "PARCEL NO. 6" AND "PARCEL NO.

7" IN THE INDENTURE DATED AS OF NOVEMBER 15, 1945 AND RECORDED DECEMBER 28, 1945 IN VOLUME 530, PAGES 171-173, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND A.G. FINN AND C.G. FINN.

79. V89-1, NO. 15

THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF AUGUST 11, 1905 AND RECORDED AUGUST 21, 1905 IN VOLUME 177 OF DEEDS, PAGES 100-101, SANTA CRUZ COUNTY RECORDS, BETWEEN F.E. WARD, AND THE COAST LINE RAILWAY COMPANY.

80. V89-1, NO. 16

THE LOTS OR PARCEL OF LAND DESCRIBED IN THE FINAL ORDER OF CONDEMNATION DATED AS OF DECEMBER 29, 1905, A CERTIFIED COPY OF WHICH WAS RECORDED JANUARY 22, 1906 IN VOLUME 184 OF DEEDS, PAGES 91-92, SANTA CRUZ COUNTY RECORDS, IN THE MATTER OF COAST LINE RAILWAY COMPANY, PLAINTIFF VS. ERNEST HAQUETTE, AS ADMINISTRATOR ET AL, DEFENDANTS.

EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "PARCEL NO. 8" IN THE INDENTURE DATED AS OF NOVEMBER 15, 1945 AND RECORDED DECEMBER 28, 1945 IN VOLUME 530, PAGES 171-173, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND A.G. FINN AND C.G. FINN.

81. V89-1, NO. 17

THE LOTS OF LAND DESCRIBED IN THE INDENTURE DATED AS OF AUGUST 10, 1905 AND RECORDED AUGUST 21, 1905 IN VOLUME 174 OF DEEDS, PAGES 110-111, SANTA CRUZ COUNTY RECORDS, BETWEEN CARRIE KENDALL HANSON AND THOMAS A. HANSON, AND SOUTHERN PACIFIC COMPANY.

EXCEPTING THEREFROM, THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF SEPTEMBER 17, 1945 AND RECORDED OCTOBER 23, 1945 IN VOLUME 506, PAGES 463-464, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND MERLE BAKER AND VESTA BAKER.

ALSO EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "PARCEL NO. 9" IN THE INDENTURE DATED AS OF NOVEMBER 15, 1945 AND RECORDED DECEMBER 28, 1945 IN VOLUME 530, PAGES 171-173, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND A.G. FINN AND C.G. FINN.

82. V89-1, NO. 18

THE LOTS OF LAND DESCRIBED IN THE INDENTURE DATED AS OF AUGUST 12, 1905 AND RECORDED AUGUST 23, 1905 IN VOLUME 174 OF DEEDS, PAGES 112-113, SANTA CRUZ COUNTY RECORDS, BETWEEN JOHN MORROW, AND SOUTHERN PACIFIC COMPANY.

EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "PARCEL NO. 10" IN THE INDENTURE DATED AS OF NOVEMBER 15, 1945 AND RECORDED DECEMBER 28, 1945 IN VOLUME 530, PAGES 171-173, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND A.G. FINN AND C.G. FINN.

83. V89-1, NO. 19

THE LOTS OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JULY 10, 1905 AND RECORDED JULY 24, 1905 IN VOLUME 176 OF DEEDS, PAGES 154-155, SANTA CRUZ COUNTY RECORDS, BETWEEN LILLIE MANNING, AND THE SOUTHERN PACIFIC COMPANY.

EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "PARCEL NO. 11" IN THE INDENTURE DATED AS OF NOVEMBER 15, 1945 AND RECORDED DECEMBER 28, 1945 IN VOLUME 530, PAGES 171-173, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND A.G. FINN AND C.G. FINN.

84. V89-1, NO. 20

THE LOTS OF LAND DESCRIBED IN THE INDENTURE DATED AS OF AUGUST 11, 1905 AND RECORDED AUGUST 21, 1905 IN VOLUME 177 OF DEEDS, PAGES 98-99, SANTA CRUZ COUNTY RECORDS, BETWEEN ELIZABETH ELIZA TRACY AND THOMAS TRACY, AND THE SOUTHERN PACIFIC COMPANY.

EXCEPTING THEREFROM, THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF SEPTEMBER 4, 1945 AND RECORDED OCTOBER 17, 1945 IN VOLUME 506, PAGES 436-437, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND PENNIMAN TITLE COMPANY, INC.

85. V89-1, NO. 21

THE LOTS OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JULY 3, 1905 AND RECORDED JULY 24, 1905 IN VOLUME 174 OF DEEDS, PAGES 56-57, SANTA CRUZ COUNTY RECORDS, BETWEEN ELIZABETH MILLER AND FRANK MILLER, AND SOUTHERN PACIFIC COMPANY.

EXCEPTING THEREFROM, THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF SEPTEMBER 4, 1945 AND RECORDED OCTOBER 17, 1945 IN VOLUME 506, PAGES 436-437, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND PENNIMAN TITLE COMPANY, INC.

ALSO EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "PARCEL NO. 11" IN THE INDENTURE DATED AS OF NOVEMBER 15, 1945 AND RECORDED DECEMBER 28, 1945 IN VOLUME 530, PAGES 171-173, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND A.G. FINN AND C.G. FINN.

86. V89-1, NO. 22

THE LOT OF LAND DESCRIBED IN THE INDENTURE DATED AS OF NOVEMBER 4, 1905 AND RECORDED DECEMBER 14, 1905 IN VOLUME 179 OF DEEDS, PAGES 40-41, SANTA CRUZ COUNTY RECORDS, BETWEEN H.R. STEPHENS AND ETHEL B. STEPHENS, AND THE SOUTHERN PACIFIC COMPANY.

EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "PARCEL NO. 12" IN THE INDENTURE

DATED AS OF NOVEMBER 15, 1945 AND RECORDED DECEMBER 28, 1945 IN VOLUME 530, PAGES 171-173, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND A.G. FINN AND C.G. FINN.

87. V89-1, NO. 23

THE LOTS OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JULY 10, 1905 AND RECORDED JULY 24, 1905 IN VOLUME 176 OF DEEDS, PAGES 152-153, SANTA CRUZ COUNTY RECORDS, BETWEEN JOHN B. MAHER AND ZENA A. MAHER, AND THE SOUTHERN PACIFIC COMPANY.

EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "PARCEL NO. 12" IN THE INDENTURE DATED AS OF NOVEMBER 15, 1945 AND RECORDED DECEMBER 28, 1945 IN VOLUME 530, PAGES 171-173, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND A.G. FINN AND C.G. FINN.

88. V89-1, NO. 24

THE LOT OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JULY 6, 1905 AND RECORDED AUGUST 2, 1905 IN VOLUME 172 OF DEEDS, PAGES 136-137, SANTA CRUZ COUNTY RECORDS, BETWEEN GEORGE ROBERTSON AND CHARLOTTE ROBERTSON, AND SOUTHERN PACIFIC COMPANY.

EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "PARCEL NO. 13" IN THE INDENTURE DATED AS OF NOVEMBER 15, 1945 AND RECORDED DECEMBER 28, 1945 IN VOLUME 530, PAGES 171-173, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND A.G. FINN AND C.G. FINN.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF MARCH 18, 1981 AND RECORDED APRIL 29, 1981 IN VOLUME 3321, PAGES 24-25, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC TRANSPORTATION COMPANY, AND PATRICIA VOMVOLAKIS.

89. V89-1, NO. 25

THE PARCEL OF LAND DESCRIBED IN THE FINAL ORDER OF CONDEMNATION DATED AS OF DECEMBER 29, 1905, A CERTIFIED COPY OF WHICH WAS RECORDED DECEMBER 30, 1905 IN VOLUME 173 OF DEEDS, PAGES 450-453, SANTA CRUZ COUNTY RECORDS, IN THE MATTER OF COAST LINE RAILWAY COMPANY, PLAINTIFF VS. ANNIE M. RICHARDS ET AL, DEFENDANTS.

THE SAME PARCEL OF LAND WAS DESCRIBED IN THE INDENTURE DATED AS OF JANUARY 8, 1906 AND RECORDED JANUARY 9, 1906 IN VOLUME 181 OF DEEDS, PAGES 8-9, SANTA CRUZ COUNTY RECORDS, BETWEEN ANNIE M. RICHARDS, AND THE COAST LINE RAILWAY COMPANY.

90. V89-1, NO. 26

THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF OCTOBER 11, 1905 AND RECORDED OCTOBER 12, 1905 IN VOLUME 177 OF DEEDS, PAGES 198-199, SANTA CRUZ COUNTY RECORDS, BETWEEN CHARLES P. STREATOR AND GEORGE J. STREATOR, AND THE COAST LINE RAILWAY COMPANY.

91. V89-1, NO. 27

THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JULY 26, 1905 AND RECORDED FEBRUARY 5, 1906 IN VOLUME 171 OF DEEDS, PAGES 445-447, SANTA CRUZ COUNTY RECORDS, BETWEEN ADA M. RUSSELL AND WILLIAM RUSSELL, AND THE SOUTHERN PACIFIC COMPANY.

EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "PARCEL THREE" IN THE INDENTURE DATED AS OF NOVEMBER 7, 1945 AND RECORDED DECEMBER 7, 1945 IN VOLUME 530, PAGES 123-124, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND ANDREW MAJORS AND EUGENIE MAJORS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF NOVEMBER 15, 1945 AND RECORDED DECEMBER 28, 1945 IN VOLUME 530, PAGE 170, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND A.G. FINN AND C.G. FINN.

92. V89-1, NO. 28

THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF AUGUST 26, 1905 AND RECORDED OCTOBER 17, 1905 IN VOLUME 176 OF DEEDS, PAGES 320-321, SANTA CRUZ COUNTY RECORDS, BETWEEN WILLIAM T. KERLEY AND M.J. KERLEY, AND THE SOUTHERN PACIFIC COMPANY.

EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "PARCEL TWO" IN THE INDENTURE DATED AS OF NOVEMBER 7, 1945 AND RECORDED DECEMBER 7, 1945 IN VOLUME 530, PAGES 123-124, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND ANDREW MAJORS AND EUGENIE MAJORS.

93. V89-1, NO. 29

THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF AUGUST 10, 1905 AND RECORDED AUGUST 21, 1905 IN VOLUME 177 OF DEEDS, PAGES 90-91, SANTA CRUZ COUNTY RECORDS, BETWEEN JOSEPH PEREIRA AND ANNA PEREIRA, AND THE SOUTHERN PACIFIC COMPANY.

EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "PARCEL ONE" IN THE INDENTURE DATED AS OF NOVEMBER 7, 1945 AND RECORDED DECEMBER 7, 1945 IN VOLUME 530, PAGES 123-124, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND ANDREW MAJORS AND EUGENIE MAJORS.

94. V89-1, NO. 31

THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF AUGUST 28, 1905 AND RECORDED OCTOBER 17, 1905 IN VOLUME 171 OF DEEDS, PAGES 274-276, SANTA CRUZ COUNTY RECORDS, BETWEEN EMMA STANLEY POPE HALL SWANTON AND F.W. SWANTON, AND PEARL HALL SWANTON, AND THE SOUTHERN PACIFIC COMPANY.

EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "CONTAINING AN AREA OF 2.411

ACRE, MORE OR LESS" IN THE INDENTURE DATED AS OF MAY 25, 1940 AND RECORDED JUNE 13, 1940 IN VOLUME 393, PAGES 109-110, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC COMPANY, AND THE UNION ICE COMPANY.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "CONTAINING AN AREA OF 2.727 ACRE, MORE OR LESS" IN THE INDENTURE DATED AS OF MAY 12, 1942 AND RECORDED JUNE 8, 1942 IN VOLUME 431, PAGE 191, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC COMPANY, AND FRED PHYFFER.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF DECEMBER 21, 1950 AND RECORDED DECEMBER 29, 1950 IN VOLUME 804, PAGES 497-499, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC COMPANY AND WM. WRIGLEY, JR. COMPANY.

EXCEPTING THEREFROM ALL THAT CERTAIN INTEREST CONVEYED IN THE GRANT DEED DATED AS OF AUGUST 16, 1999, RECORDED NOVEMBER 1, 2000 AS INSTRUMENT NO. 2000-53147, AND AS CORRECTED IN CORRECTION GRANT DEED DATED AUGUST 3, 2004, AS INSTRUMENT NO. 2004-68649, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BY UNION PACIFIC RAILROAD COMPANY, TO HARVEY W. GLASSER.

95. V89-1, NO. 32

THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JULY 26, 1905 AND RECORDED AUGUST 7, 1905 IN VOLUME 177 OF DEEDS, PAGES 44-45, SANTA CRUZ COUNTY RECORDS, BETWEEN C.A. WHIPPLE AND JENNIE E. WHIPPLE, AND THE COAST LINE RAILWAY COMPANY.

EXCEPTING THEREFROM, THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE INDENTURES (I) DATED AS OF JANUARY 11, 1906 AND RECORDED MARCH 19, 1906 IN VOLUME 186 OF DEEDS, PAGES 101-102, AND (II) DATED DECEMBER 26, 1916 AND RECORDED AUGUST 21, 1917 IN VOLUME 278 OF DEEDS, PAGES 79-80, SANTA CRUZ COUNTY RECORDS, BETWEEN COAST LINE RAILWAY COMPANY, AND CITY OF SANTA CRUZ.

ALSO EXCEPTING THEREFROM, THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND "EXCEPTING THEREFROM A STRIP OF LAND 40 FEET IN WIDTH," DESCRIBED IN THE FINAL ORDER OF CONDEMNATION DATED AS OF JULY 14, 1993, A CERTIFIED COPY OF WHICH WAS RECORDED JULY 21, 1993 IN VOLUME 5306, PAGES 949-952, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, IN THE MATTER OF CITY OF SANTA CRUZ, PLAINTIFF VS. SOUTHERN PACIFIC TRANSPORTATION COMPANY ET AL, DEFENDANTS.

96. V89-1, NO. 33

THE PARCEL OF LAND DESCRIBED AS "FIRST" IN THE INDENTURE DATED AS OF JANUARY 16, 1906 AND RECORDED JANUARY 26, 1906 IN VOLUME 183 OF DEEDS, PAGES 97-98, SANTA CRUZ COUNTY RECORDS, BETWEEN CHARLES W. HAMMER AND MARION GOODWIN HAMMER, AND THE COAST LINE RAILWAY COMPANY.

EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "PARCEL NO. 6" IN THE INDENTURE DATED AS OF NOVEMBER 15, 1945 AND RECORDED DECEMBER 28, 1945 IN VOLUME 530,

PAGES 171-173, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND A.G. FINN AND C.G. FINN.

97. V89-1, NO. 34

THE PARCEL OF LAND DESCRIBED AS "SECOND" IN THE INDENTURE DATED AS OF JANUARY 16, 1906 AND RECORDED JANUARY 26, 1906 IN VOLUME 183 OF DEEDS, PAGES 97-98, SANTA CRUZ COUNTY RECORDS, BETWEEN CHARLES W. HAMMER AND MARION GOODWIN HAMMER, AND THE COAST LINE RAILWAY COMPANY.

EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "PARCEL NO. 7" IN THE INDENTURE DATED AS OF NOVEMBER 15, 1945 AND RECORDED DECEMBER 28, 1945 IN VOLUME 530, PAGES 171-173, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND A.G. FINN AND C.G. FINN.

98. V89-1, NO. 37

THE FIVE PARCELS OF LAND COMPRISING AN "AGGREGATE AREA OF . . . 2.957 ACRES, MORE OR LESS," DESCRIBED IN THE INDENTURE DATED AS OF FEBRUARY 11, 1919 AND RECORDED FEBRUARY 13, 1919 IN VOLUME 283 OF DEEDS, PAGES 336-339, SANTA CRUZ COUNTY RECORDS, BETWEEN OCEAN SHORE RAILROAD COMPANY, AND SOUTHERN PACIFIC RAILROAD COMPANY.

EXCEPTING THEREFROM ALL THAT CERTAIN INTEREST CONVEYED IN THE QUITCLAIM DEED DATED AS OF OCTOBER 17, 2000, RECORDED OCTOBER 23, 2000 AS INSTRUMENT NO. 2000-51064, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BY UNION PACIFIC RAILROAD COMPANY, TO DOUGLAS S. HINDS ET AL.

99. V89-1, NO. 38

THE PARCEL OF LAND DESCRIBED IN THE JUDGMENT IN CONDEMNATION DATED AS OF APRIL 15, 1927, A CERTIFIED COPY OF WHICH WAS RECORDED JANUARY 25, 1949 IN VOLUME 704, PAGES 491-493, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, IN THE MATTER OF SOUTHERN PACIFIC COMPANY, PLAINTIFF VS. A.G. MACK AND M.C. MCPHERSON, DEFENDANTS.

100. V89-2, NO. 1

THE STRIP OR PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JULY 21, 1905 AND RECORDED AUGUST 2, 1905 IN VOLUME 165 OF DEEDS, PAGES 418-419, SANTA CRUZ COUNTY RECORDS, BETWEEN SHORE LINE INVESTMENT COMPANY, AND THE COAST LINE RAILWAY COMPANY.

101. V89-2, NO. 2

THE STRIP OR PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF SEPTEMBER 22, 1905 AND RECORDED OCTOBER 10, 1905 IN VOLUME 175 OF DEEDS, PAGES 296-298, SANTA CRUZ COUNTY RECORDS, BETWEEN CHARLES B. YOUNGER, JR., HELEN M. MOORE, WILLIAM T. JETER, AND F.A. HIHN COMPANY, AND THE COAST LINE RAILWAY COMPANY.

THE SAME PARCEL OF LAND IS DESCRIBED IN THE INDENTURE DATED AS OF OCTOBER 2, 1905 AND RECORDED OCTOBER 10, 1905 IN VOLUME 175 OF DEEDS, PAGES 294-295, SANTA CRUZ COUNTY RECORDS, BETWEEN HELEN YOUNGER CHASE, AND THE COAST LINE RAILWAY COMPANY.

THE SAME PARCEL OF LAND IS DESCRIBED IN THE INDENTURE DATED AS OF DECEMBER 1, 1905 AND RECORDED DECEMBER 20, 1905 IN VOLUME 185 OF DEEDS, PAGES 4-6, SANTA CRUZ COUNTY RECORDS, BETWEEN STELLA MOORE, CHARLES MOORE, AND ALICE HOFFMAN, AND THE COAST LINE RAILWAY COMPANY.

THE SAME PARCEL OF LAND IS DESCRIBED IN THE INDENTURE DATED AS OF DECEMBER 13, 1905 AND RECORDED DECEMBER 20, 1905 IN VOLUME 185 OF DEEDS, PAGES 2-5, SANTA CRUZ COUNTY RECORDS, BETWEEN CHARLES MOORE, THE ADMINISTRATOR OF THE ESTATE OF LIZZIE MOORE DECEASED, AND THE COAST LINE RAILWAY COMPANY.

102. V89-2, NO. 3; V89-3, NO. 1

THE STRIP OR PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JULY 20, 1905 AND RECORDED AUGUST 7, 1905 IN VOLUME 175 OF DEEDS, PAGES 154-156, SANTA CRUZ COUNTY RECORDS, BETWEEN D.D. WILDER AND MIRANDA WILDER, AND THE COAST LINE RAILWAY COMPANY.

EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF DECEMBER 23, 1905 AND RECORDED JANUARY 3, 1906 IN VOLUME 184 OF DEEDS, PAGES 48-50, SANTA CRUZ COUNTY RECORDS, BETWEEN COAST LINE RAILWAY COMPANY, AND OCEAN SHORE RAILWAY COMPANY.

103. V89-3, NO. 2

THE STRIP OR PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JULY 11, 1905 AND RECORDED AUGUST 2, 1905 IN VOLUME 171 OF DEEDS, PAGES 202-204, SANTA CRUZ COUNTY RECORDS, BETWEEN CHARLES LOMBARDI AND LINA LOMBARDI, AND THE COAST LINE RAILWAY COMPANY.

104. V89-3, NO. 3

THE STRIP OR PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF NOVEMBER 7, 1905 AND RECORDED APRIL 14, 1906 IN VOLUME 186 OF DEEDS, PAGES 187-188, SANTA CRUZ COUNTY RECORDS, BETWEEN CHARLES LOMBARDI AND LINA LOMBARDI, AND THE COAST LINE RAILWAY COMPANY.

EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF NOVEMBER 7, 1905 AND RECORDED JANUARY 2, 1906 IN VOLUME 183 OF DEEDS, PAGES 33-34, SANTA CRUZ COUNTY RECORDS, BETWEEN COAST LINE RAILWAY COMPANY, AND OCEAN SHORE RAILWAY COMPANY.

105. V89-3, NO. 4

THE STRIP OR PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF SEPTEMBER 26, 1905 AND RECORDED SEPTEMBER 27, 1905 IN VOLUME 173 OF DEEDS, PAGES 365-367, SANTA CRUZ COUNTY RECORDS, BETWEEN MAY L.D. BALDWIN, AND THE COAST LINE RAILWAY COMPANY.

106. V89-4, NO. 2

THE STRIP OR PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JULY 30, 1906

AND RECORDED JULY 30, 1906 IN VOLUME 184 OF DEEDS, PAGES 225-226, SANTA CRUZ COUNTY RECORDS, BETWEEN VICTOR SCARONI, AND THE COAST LINE RAILWAY COMPANY.

EXCEPTING THEREFROM (SUBJECT TO A RESERVATION REGARDING THE RIGHT TO USE A CERTAIN DRAINAGE STRUCTURE) THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF DECEMBER 28, 1944 AND RECORDED MARCH 19, 1945 IN VOLUME 494, PAGES 324-326, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY, AND STATE OF CALIFORNIA.

107. V89-4, NO. 3; V89-5, NO. 1

THE STRIP OR PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF NOVEMBER 18, 1905 AND RECORDED JANUARY 9, 1906 IN VOLUME 179 OF DEEDS, PAGES 94-95, SANTA CRUZ COUNTY RECORDS, BETWEEN MARGARET D. ENRIGHT, AND THE COAST LINE RAILWAY COMPANY.

EXCEPTING THEREFROM THAT PORTION THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF NOVEMBER 7, 1905 AND RECORDED JANUARY 2, 1906 IN VOLUME 183 OF DEEDS, PAGES 36-37, SANTA CRUZ COUNTY RECORDS, BETWEEN COAST LINE RAILWAY COMPANY, AND OCEAN SHORE RAILWAY COMPANY.

EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JANUARY 5, 1942 AND RECORDED MARCH 5, 1942 IN VOLUME 426, PAGES 432-434, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND STATE OF CALIFORNIA.

ALSO EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JUNE 1, 1953 AND RECORDED DECEMBER 3, 1953 IN VOLUME 944, PAGES 194-198, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND STATE OF CALIFORNIA.

108. V89-4, NO. 4; V89-4, NO. 5

THE STRIP OR PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF NOVEMBER 2, 1918 AND RECORDED NOVEMBER 6, 1918 IN VOLUME 281 OF DEEDS, PAGES 164-165, SANTA CRUZ COUNTY RECORDS, BETWEEN OCEAN SHORE RAILROAD COMPANY, AND SOUTHERN PACIFIC RAILROAD COMPANY.

EXCEPTING THEREFROM (SUBJECT TO A RESERVATION REGARDING THE RIGHT TO USE A CERTAIN DRAINAGE STRUCTURE) THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF DECEMBER 28, 1944 AND RECORDED MARCH 19, 1945 IN VOLUME 494, PAGES 324-326, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY, AND STATE OF CALIFORNIA.

ALSO EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JULY 20, 1959 AND RECORDED AUGUST 28, 1959 IN VOLUME 1268, PAGES 220-224, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC COMPANY, AND STATE OF CALIFORNIA.

109. V89-5, NO. 2

THE STRIP OR PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF OCTOBER 4, 1905 AND RECORDED NOVEMBER 10, 1905 IN VOLUME 170 OF DEEDS, PAGES 437-440, SANTA CRUZ COUNTY RECORDS, BETWEEN OSCEOLA J. COOK, WILLIAM R. COOK, FREDERICK D. COOK, ALBERT B. COOK, MARTHA E. DE RUCHIE, MARY G. GUINN, EVA MEILANDT, AND ESTELLA COOK, AND THE SOUTHERN PACIFIC COMPANY.

EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE THREE PARCELS OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JANUARY 10, 1927 AND RECORDED MARCH 8, 1927 IN VOLUME 85, PAGES 435-437, AND IN THE INDENTURE DATED AS OF JUNE 8, 1928 AND RECORDED JUNE 27, 1928 IN VOLUME 130, PAGES 253-255, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND COAST DAIRIES & LAND CO.

ALSO EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF MAY 11, 1945 AND RECORDED JUNE 6, 1945 IN VOLUME 501, PAGES 328-329, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND COAST DAIRIES & LAND COMPANY, INC.

ALSO EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JUNE 1, 1953 AND RECORDED DECEMBER 3, 1953 IN VOLUME 944, PAGES 194-198, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND STATE OF CALIFORNIA.

110. V89-5, NO. 3; V89-6, NO. 1; V89-7, NO. 1; V89-8, NO. 1

THE STRIP OR PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF AUGUST 11, 1906 AND RECORDED AUGUST 13, 1906 IN VOLUME 184 OF DEEDS, PAGES 242-247, SANTA CRUZ COUNTY RECORDS, BETWEEN COAST DAIRIES & LAND CO., AND THE COAST LINE RAILWAY COMPANY.

EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF NOVEMBER 7, 1905 AND RECORDED JANUARY 29, 1906 IN VOLUME 183 OF DEEDS, PAGES 104-106, SANTA CRUZ COUNTY RECORDS, BETWEEN COAST LINE RAILWAY COMPANY, AND OCEAN SHORE RAILWAY COMPANY.

ALSO EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "PARCEL NO. 1" AND "PARCEL NO. 2" IN THE INDENTURE DATED AS OF NOVEMBER 8, 1939 AND RECORDED MARCH 13, 1941 IN VOLUME 406, PAGES 289-292, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND STATE OF CALIFORNIA.

ALSO EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JANUARY 5, 1942 AND RECORDED MARCH 5, 1942 IN VOLUME 426, PAGES 432-434, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND STATE OF CALIFORNIA.

ALSO EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT

ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF OCTOBER 24, 1952 AND RECORDED APRIL 15, 1953 IN VOLUME 910, PAGES 183-186, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND STATE OF CALIFORNIA.

ALSO EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JUNE 1, 1953 AND RECORDED DECEMBER 3, 1953 IN VOLUME 944, PAGES 194-198, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND STATE OF CALIFORNIA.

111. V89-6, NO. 1, V89-7, NO. 1

THE STRIP OR PARCEL OF LAND DESCRIBED AS "CONTAINING AN AREA OF . . . 6.719 ACRES, MORE OR LESS" IN THE INDENTURE DATED AS OF JULY 5, 1907 AND RECORDED AUGUST 5, 1907 IN VOLUME 195 OF DEEDS, PAGES 272-274, SANTA CRUZ COUNTY RECORDS, BETWEEN SANTA CRUZ PORTLAND CEMENT COMPANY, AND THE COAST LINE RAILWAY COMPANY.

EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF NOVEMBER 7, 1905 AND RECORDED JANUARY 29, 1906 IN VOLUME 183 OF DEEDS, PAGES 104-106, SANTA CRUZ COUNTY RECORDS, BETWEEN COAST LINE RAILWAY COMPANY, AND OCEAN SHORE RAILWAY COMPANY.

ALSO EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "PARCEL NO. 1" IN THE INDENTURE DATED AS OF NOVEMBER 8, 1939 AND RECORDED MARCH 13, 1941 IN VOLUME 406, PAGES 289-292, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND STATE OF CALIFORNIA.

ALSO EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED IN THE INDENTURE DATED AS OF JANUARY 5, 1942 AND RECORDED MARCH 5, 1942 IN VOLUME 426, PAGES 432-434, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC RAILROAD COMPANY ET AL, AND STATE OF CALIFORNIA.

ALSO EXCEPTING THEREFROM THOSE PORTIONS THEREOF WITHIN THE BOUNDS OF, AND AT ALL DEPTHS BENEATH, THE PARCEL OF LAND DESCRIBED AS "CONTAINING AN AREA OF 3.14 ACRES, MORE OR LESS" (SUBJECT TO THE RESERVATION OF AN EASEMENT FOR RAILROAD, TRANSPORTATION AND COMMUNICATION PURPOSES OVER AND ACROSS THE SOUTHWESTERLY 33.5 FEET THEREOF) IN THE GRANT DEED DATED AS OF DECEMBER 15, 1987 AND RECORDED DECEMBER 31, 1987 IN VOLUME 4269, PAGES 270-273, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BETWEEN SOUTHERN PACIFIC TRANSPORTATION COMPANY, AND FRED BAILEY AND BREN BAILEY, AND BONNIE BASSETT AND GREG STELTENPOHL.

112. V89-6, NO. 3

THE "RIGHT TO MAINTAIN AND OPERATE ITS RIGHT OF WAY AT OR NEAR DAVENPORT, CALIFORNIA, WHERE IT CROSSES SAN VICENTE CREEK; TOGETHER WITH THE RIGHT TO MAINTAIN THE CULVERT OR CULVERTS USED IN CONNECTION WITH SAID RIGHT OF WAY, IN THE PLACE AND IN THE MANNER IN WHICH SAID RIGHT OF WAY AND SAID CULVERT OR CULVERTS ARE NOW BEING OPERATED AND USED; AND TO OBSTRUCT THE NATURAL FLOW OF SAN VICENTE CREEK, BY MEANS OF SAID RIGHT OF WAY AND CULVERT OR CULVERTS,

AND TO CAUSE SAID CREEK TO OVERFLOW UPON THE PROPERTIES OF COAST DAIRIES AND LAND COMPANY," AS GRANTED UPON THE TERMS SET FORTH IN THE INDENTURE DATED AS OF DECEMBER 30, 1912 AND RECORDED JANUARY 24, 1913 IN VOLUME 248 OF DEEDS, PAGES 296-297, SANTA CRUZ COUNTY RECORDS, BETWEEN COAST DAIRIES AND LAND COMPANY, AND SOUTHERN PACIFIC COMPANY.

TRACT II: (The Spurs)

Real property in the City of Watsonville, County of Santa Cruz, State of California, portions of the railroad system formerly known as the Santa Cruz Branch Line of the former Southern Pacific Railroad, comprising industrial drill tracks and/or spurs, not within the main right of way, consisting of the following:

1. V72-6, No. 32

The strips or parcels of land described as "PARCEL I," "PARCEL 2," AND "PARCEL 3" in the Indenture dated as of March 3, 1924 and recorded April 12, 1924 in Volume 27. pages 20-24, Official Records of Santa Cruz County, between Hammond Lumber Company, and Southern Pacific Railroad Company et al.

The same strips or parcels of land are described in the Indenture dated as of March 25, 1924 and recorded April 12, 1924 in Volume 27, pages 24-31, Official Records of Santa Cruz County, between Spreckels Sugar Company, and Southern Pacific Railroad Company et al.

The same strips or parcels of land are described in the Indenture dated as of September 4, 1924 and recorded September 10, 1924 in Volume 30, pages 435-437, Official Records of Santa Cruz County, between Pajaro Valley Consolidated Railroad Company, and Southern Pacific Railroad Company et al.

Excepting therefrom all that portion thereof within the bounds of, and at all depths beneath, the parcel of land described in the Grant Deed dated as of May 14, 1980, recorded August 7, 1980 in Volume 3222, pages 534-535, Official Records of Santa Cruz County, by Southern Pacific Transportation Company, to Redevelopment Agency of the City of Watsonville.

2. V72-6. No. 3

The easements for railroad, transportation, and communication purposes, and for the operation and maintenance of track switching mechanisms, described as reserved in the Grant Deed dated as of February 12, 1981, recorded March 3, 1981 in Volume 3300, pages 604-609, Official Records of Santa Cruz County, by Southern Pacific Transportation Company to Granite Rock Company, in and as to portions of the parcel of land described in the Indenture dated as of March 25, 1876 and recorded August 14, 1876 in Volume 21 of Deeds, pages 382 et seq., Santa Cruz County Records, by and between George W. Peckham, and the Santa Cruz Railroad Company.

3. V72-6, No. 36

The strip of land described as containing 0.644 acres, more or less, in the Indenture dated as of September 19, 1928, recorded October 22, 1928 in Volume 144 of Deeds, pages 4-6, Santa Cruz County Records, between C.J. Rodgers and Esther Rodgers, Mitchell Resetar and Mary Resetar, M.A. Travers and Florence Travers, L.N. Kusalich, and Jasper Simunovich, and Southern Pacific Railroad Company.

Excepting therefrom all that portion thereof within the bounds of, and at all depths beneath, the

parcel of land described as containing an area of 3,424 square feet, more or less, in the Quitclaim Deed dated as of July 16, 1980, recorded August 8, 1980 in Volume 3223, pages 132-134, Official Records of Santa Cruz County, by Southern Pacific Transportation Company, to Granite Construction Company.

4. V72-6, No. 38; V72-6. NO. 39

The "right to construct, maintain, and operate spur and/or industrial tracks upon and across . . . strips of land" described as "PARCEL NO. 1," "PARCEL NO. 2," "PARCEL NO. 3," and "PARCEL NO. 4" in the Indenture dated as of September 19, 1928, recorded November 15, 1928 in Volume 141 of Deeds, pages 176-181, Santa Cruz County Records, between C.J. Rodgers, Mitchell Resetar, M.A. Travers, L.N. Kusalich, Jasper Simunovich, and Southern Pacific Railroad Company et al.

Excepting therefrom all that portion thereof within the bounds of, and at all depths beneath, the parcel of land described as containing an area of 2,849 square feet, more or less, in the Quitclaim Deed dated as of July 16, 1980, recorded August 8, 1980 in Volume 3223, pages 129-131, Official Records of Santa Cruz County, by Southern Pacific Transportation Company, to Granite Construction Company.

5. V72-6, No. 40

The strip of land described as containing 0.2575 acres, more or less, in the Indenture dated as of June 6, 1930, recorded August 19, 1930 in Volume 183, pages 139-141, Santa Cruz County Records, between John C. Mello and Margarete Mello, and Manuel A. Travers and Florence Travers, and Southern Pacific Railroad Company.

Excepting therefrom all that portion thereof within the bounds of, and at all depths beneath, the parcel of land described as containing 0.595 acres, more or less, in the Quitclaim Deed dated as of November 29, 1963, recorded December 23, 1963 in Volume 1586, pages 613-614, Official Records of Santa Cruz County, by Southern Pacific Company, to John C. Mello and Raymond L. Travers.

6. V72-6, No. 41; V72-6, NO. 42

The "right to construct, maintain, and operate spur and/or industrial tracks upon and across . . . strips of land" described as "PARCEL NO. 1" and "PARCEL NO. 2" in the Indenture dated as of June 6, 1930, recorded February 2, 1931 in Volume 190, pages 462-466, Official Records of Santa Cruz County, between John C. Mello and Margarete Mello, and Manuel A. Travers and Florence Travers, and Southern Pacific Railroad Company et al.

Excepting therefrom all those portions thereof within the bounds of, and at all depths beneath, the parcel of land described as containing 0.595 acres, more or less, in the Quitclaim Deed dated as of November 29, 1963, recorded December 23, 1963 in Volume 1586, pages 613-614, Official Records of Santa Cruz County, by Southern Pacific Company, to John C. Mello and Raymond L. Travers.

7. V72-6, No. 44

An easement "for railroad purposes and for transportation purposes upon" the parcel of land described as containing 0.14 acres, more or less, in the Indenture dated as of May 28, 1962, recorded June 22, 1962 in Volume 1478, pages 178-180, Official Records of Santa Cruz County, between Elmer Pybrum, and Southern Pacific Company.

8. V72-6, No. 46

Easements "for railroad purposes and for transportation purposes upon" the parcels or strips of land of land "fifty feet in width" and "thirty feet in width" described in the Indenture dated as of January 24, 1966, recorded July 20, 1966 in Volume 1775, pages 359-361, Official Records of Santa Cruz County, between Elmer Pybrum, and Southern Pacific Company.

9. V72-6, No. 47

An easement "for railroad purposes and for transportation purposes upon" the parcel of land of land described in the Indenture dated as of March 20, 1974, recorded April 25, 1974 in Volume 2404, pages 302-304, Official Records of Santa Cruz County, between Penniman Title Company, Inc. and Southern Pacific Transportation Company.

10. V72-6, No. 47

An easement "for railroad purposes and for transportation purposes upon" the parcel of land of land described in the Indenture dated as of August 7, 1974, recorded September 4, 1974 in Volume 2440, pages 6-7, Official Records of Santa Cruz County, between Colendich Farms, Inc., Vukasovich Farms, Inc., Sakata Ranches, Inc., and Raymond L. Travers, and Southern Pacific Transportation Company.

11. V72-6, No. 48

An easement "for railroad purposes and for transportation purposes upon" the parcel of land of land described in the Indenture dated as of August 16, 1974, recorded September 24, 1974 in Volume 2445, pages 110-111, Official Records of Santa Cruz County, between Granite Construction Company, and Southern Pacific Transportation Company.

Excepting therefrom all that portion thereof within the bounds of, and at all depths beneath, the parcel of land described in the Quitclaim Deed dated as of March 28, 1991, recorded May 10, 1991 in Volume 4833, pages 107-111, Official Records of Santa Cruz County, by Southern Pacific Company, to Granite Construction Company.

12. V72-6, No. 49

An easement "for railroad purposes and for transportation purposes upon" the parcel of land of land described in the Indenture dated as of August 16, 1974, recorded September 24, 1974 in Volume 2445, pages 112-114, Official Records of Santa Cruz County, between City of Watsonville, and Southern Pacific Transportation Company.

Excepting therefrom all that portion thereof within the bounds of, and at all depths beneath, the parcel of land described in the Quitclaim Deed dated as of March 28, 1991, recorded May 10, 1991 in Volume 4833, pages 100-103, Official Records of Santa Cruz County, by Southern Pacific Company, to Richard A. Shaw, Inc.

NOTICE I

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

NOTICE II

As of January 1, 1991, if the transaction which is the subject of this report will be a sale, you as a party to the transaction, may have certain tax reporting and withholding obligations pursuant to the state law referred to below:

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to three and one-third percent of the sales price in the case of the disposition of California real property interest by either:

1. A seller who is an individual with a last known street address outside of California or when the disbursement instructions authorize the proceeds be sent to a financial intermediary of the seller, OR
2. A corporate seller which has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000), OR
2. The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a resident of California, or if a corporation, has a permanent place of business in California, OR
3. The seller, who is an individual, executes a written certificate, under the penalty of perjury, that the California real property being conveyed is the seller's principal residence (as defined in Section 1034 of the Internal Revenue Code).

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis.

The parties to this transaction should seek an attorney's, accountant's, or other tax specialist's opinion concerning the effect of this law on this transaction and should not act on any statements made or omitted by the escrow or closing officer.

The Seller May Request a Waiver by Contacting:

Franchise Tax Board
Withhold at Source Unit
P.O. Box 651
Sacramento, CA 95812-0651
(916) 845-4900

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B**

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 notice 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 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.

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 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) 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 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 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 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 evidenced 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 or interest insured by their 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.

**2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (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.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances 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 public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for 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).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances 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 public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. 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 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 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) 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 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 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 or 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 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 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 mortgage) 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 of 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.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances 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 public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992

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 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; 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 transaction 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.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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:
Part One:

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances 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 public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
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:

* land use	* land division
* improvements on the land	* 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 notice of exercising the right appears in the public records on the Policy Date
- * 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:

- * that are created, allowed, or agreed to by you
- * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
- * that result in no loss to you
- * 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.

5. Lack of a right:

- * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

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 or enforcement 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.
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.d, 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.

12. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE WITH EAGLE PROTECTION ADDED

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 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. This exclusion does not limit the coverage provided under insuring provisions 14, 15, 16 and 24 of this 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. This exclusion does not limit the coverage provided under insuring provisions 14, 15, 16 and 24 of this 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 (this paragraph (d) does not limit the coverage provided under insuring provisions 7, 8, 16, 17, 19, 20, 21, 23, 24 and 25); or
 - (e) resulting in loss or 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.
 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:
 - (a) usury, except as provided under insuring provision 10 of this policy; or
 - (b) any consumer credit protection or truth in lending law.
 6. Taxes or assessments of any taxing or assessment authority which become a lien on the Land subsequent to Date of Policy.
 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:
 - (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.
 8. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided under insuring provision 7.
 9. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than **it would have** been before the modification.
 This exclusion does not limit the coverage provided under insuring provision 7.

SCHEDULE B

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. Environmental protection liens provided for by the following existing statutes, which liens will have priority over the lien of the Insured Mortgage when they arise: NONE.

11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008 ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008

Covered Risks 16 (Subdivision Law Violation). 18 (Building Permit). 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

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 those portions of any law or government regulation concerning:

a. building	b. zoning
c. land use	d. improvements on the land
e. land division	f. environmental protection

 This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
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 limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;

- b. that are Known to You at the Policy Date, but not to Us, unless they are recorded 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.e., 25, 26, 27 or 28.
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 21

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

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, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
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 (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or 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 an Insured to comply with applicable doing business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that 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. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

**13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
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 that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
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 (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that 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 an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that 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 claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

**14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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. (a) Taxes or assessments that 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; (b) proceedings by a public agency that 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 that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and 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.

**15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
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, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
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 (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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. (a) Taxes or assessments that 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; (b) proceedings by a public agency that 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 that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and 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.