

CODE ENFORCEMENT AGREEMENT

This Code Enforcement Agreement (hereinafter “**AGREEMENT**”) is entered into by and between the **CITY OF REDLANDS** and Morton Lark (“**OWNER**”). The previously noted parties are sometimes referred to herein as the “**PARTIES**.”

WHEREAS, THE CITY OF REDLANDS filed with the San Bernardino County Recorder a Notice of Pendency of Administrative Proceeding regarding certain real property located at 1218 Oxford Dr., Redlands, California 92374 (the “**SUBJECT PROPERTY**”) as a result of numerous violations of the Redlands Municipal Code existing on the **SUBJECT PROPERTY**;

WHEREAS, OWNER requests that **THE CITY OF REDLANDS** release the Notice of Pendency of Administrative Proceeding from title to the **SUBJECT PROPERTY**, so that **OWNER** can hold the **SUBJECT PROPERTY** free and clear of all encumbrances by **THE CITY OF REDLANDS**;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

AGREEMENT OF PARTIES

1. The **SUBJECT PROPERTY** is currently in code compliance. **OWNER** agrees to maintain the **SUBJECT PROPERTY** in full code compliance, including, but not limited to, each of the items listed on the City's Notice and Order to Repair, dated August 8, 2002.
2. **OWNER** further agrees to comply with any and all reasonable actions, recommendations and/or decisions of the **CITY OF REDLANDS** with regard to the common areas for the **SUBJECT PROPERTY**, as defined in Final Tract Map Nos. 10141 and 10142, and the conditions of approval required by the **CITY OF REDLANDS** for such maps. **OWNER** is aware and understands that the actions, recommendations and/or decisions of the **CITY OF REDLANDS** with regard to the common areas are unknown and yet to be determined, but may include the creation of a Home Owner's Association ("HOA") to maintain the common areas.
3. **REMOVAL OF THE NOTICE:** Upon the execution of this **AGREEMENT**, the **CITY OF REDLANDS** agrees to record a Release of the Notice of Pendency of Administrative Proceeding with regard to the **SUBJECT PROPERTY**.
4. **LIQUIDATED DAMAGES:** The **PARTIES** agree that in the event of a breach by **OWNER**, damages incurred by the **CITY OF REDLANDS**, as a result of such breach, would be difficult to calculate. Therefore, the **PARTIES** hereby agree that **OWNER** shall be liable to the **CITY OF REDLANDS** in the amount of \$10,000.00, in the event **OWNER** breaches this

AGREEMENT. This provision is in addition to the **CITY OF REDLANDS'** ability to specifically enforce this **AGREEMENT.**

5. **WAIVER OF APPEAL:** The **PARTIES** acknowledge that, by agreeing to the terms and conditions of this **AGREEMENT**, any and all rights they may have to challenge or appeal any proceeding or order of the **CITY OF REDLANDS** with regard to the items listed in the Notice and Order attached hereto as Exhibit "A" or with regard to the common areas of the development which the **SUBJECT PROPERTY** is located, is forever waived. This waiver expressly includes any right by **OWNER** to appeal the formation of a HOA.

6. **DISCOVERY OF ADDITIONAL FACTS:** The **PARTIES** to this **AGREEMENT**, and each of them acknowledge that they may hereinafter discover facts different from, or in addition to, those which they now know to be true with respect to the subject matter of this **AGREEMENT**, and agree that this **AGREEMENT** shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery thereof.

7. **REPRESENTATION AND WARRANTIES:** The **PARTIES** to this **AGREEMENT**, and each of them, warrant and represent to each other that they have not transferred, assigned or hypothecated, or purported to transfer, assign or hypothecate, any of the claims being released hereunder.

8. **NO RELIANCE ON OTHERS:** The **PARTIES** to this **AGREEMENT**, and each of them, acknowledge that in entering into this **AGREEMENT** they have not relied upon any statement of any other party or any **PARTIES'** attorneys, and should any party be mistaken in the **PARTIES'** belief with regard to some issue of fact or law regarding the matters herein, this **AGREEMENT** shall nonetheless remain in full force and effect and be binding as to each and all of the parties.

9. **CONSTRUCTION OF AGREEMENT:** The language in all parts of this **AGREEMENT** shall be in all cases construed as a whole according to its fair meaning and not strictly for or against any party hereto.

10. **SUCCESSORS:** This **AGREEMENT** shall be binding upon and inure to the benefit of each party and parties' respective successors, heirs and assigns. The **CITY OF REDLANDS** reserves the right to record this **AGREEMENT** with the County Recorder's office.

11. **COUNTERPARTS:** This Release may be executed in one or more counterparts, (including via original or electronic facsimile or telecopier transmission, which shall be conclusively deemed an original signature or signatures) each of which shall be deemed an original but all of which rather shall constitute one and the same instrument.

12. **ACTION FOR ENFORCEMENT OF AGREEMENT:** If any party hereto brings an action or other proceeding to interpret or enforce any of the terms of this **AGREEMENT**, or

arising out of a breach of contract or otherwise related to this **AGREEMENT**, then the prevailing party therein shall be entitled to recover costs and expenses, including reasonable attorneys' fees, in such amounts as may be determined by the Court, having jurisdiction thereof, in addition to any other relief awarded.

13. **ENTIRE AGREEMENT:** This **AGREEMENT** constitutes the entire Agreement and understanding among the **PARTIES** concerning the subject matter of the **AGREEMENT**, and supercedes all prior and contemporaneous agreements, statements, understandings, terms, conditions, negotiations, representations and warranties, whether oral or written, made by any of the parties or their attorneys concerning the matters covered by this **AGREEMENT**.

14. **ADVICE OF COUNSEL:** Each of the **PARTIES** to this **AGREEMENT** has had the opportunity to obtain the advice of legal counsel of their or its choice with respect to this **AGREEMENT**.

15. **GOVERNING LAW:** This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of California. It is also expressly agreed and understood by the parties that the language of this **AGREEMENT** shall not be presumptively construed against any of the parties.

16. **AUTHORITY TO SIGN:** All individuals signing below on behalf of any entity hereby warrant and represent that they have full authority to execute this **AGREEMENT** on behalf of the entities for which they have signed.

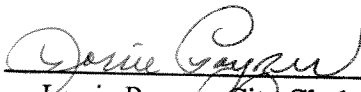
IN WITNESS WHEREFORE, the **PARTIES** hereto have executed or caused this **AGREEMENT** to be executed by their duly authorized representatives.

CITY OF REDLANDS

DATED: September 2, 2003.

By: 
Karl N. Haws, Mayor

ATTEST:

By: 
Lorrie Poyzer, City Clerk

DATED: _____, 2003.

OWNER:

By: _____
Morton Lark

08/08/2003 16:02 FAX 908 888 3418
08-07-03 03:18pm From-BB&K

COMMONWEALTH LAND TI

9163254010

T-698 P.003/006 F-585

007

T-411 P.007/007 F-084

16. **AUTHORITY TO SIGN:** All individuals signing below on behalf of any entity hereby warrant and represent that they have full authority to execute this **AGREEMENT** on behalf of the entities for which they have signed.

IN WITNESS WHEREFORE, the **PARTIES** hereto have executed or caused this **AGREEMENT** to be executed by their duly authorized representatives.

CITY OF REDLANDS

DATED: _____, 2003.

By: _____
Karl N. Haws, Mayor

ATTEST:

By: _____
Lonic Poyzer, City Clerk

DATED: 8-8-, 2003.

OWNER:

By: Morton Lark
Morton Lark
Morton Lark

SACRAMENTOULES137

1218 Oxford

Received 08-08-03 04:33pm

From-808 788 8178

To-BB&K

Page 007

AUG-25-2003 11:15

9163254010

CODE ENFORCEMENT AGREEMENT

This Code Enforcement Agreement (hereinafter "**AGREEMENT**") is entered into by and between the **CITY OF REDLANDS**, Owners Thomas W. McCarthy and Dorothy M. McCarthy ("**OWNERS**"), and Buyer David Spain ("**BUYER**"). The previously noted parties are sometimes referred to herein as the "**PARTIES.**"

RECITALS

WHEREAS, THE CITY OF REDLANDS recorded a Notice of Pendency of Administrative Proceeding with the San Bernardino County Recorder regarding certain real property located at 1129 Oxford Drive, Redlands, California 92374 (the "**SUBJECT PROPERTY**") as a result of its administrative action arising out of numerous violations of the Redlands Municipal Code existing on the **SUBJECT PROPERTY**;

WHEREAS, OWNERS represent that the **SUBJECT PROPERTY** is being sold to **BUYER** and escrow is currently pending;

WHEREAS, BUYER requests that **THE CITY OF REDLANDS** release the Notice of Pendency of Administrative Proceeding from title to the **SUBJECT PROPERTY**, so that **BUYER** can close escrow and purchase the **SUBJECT PROPERTY** free and clear of all liens and encumbrances with the title company of their choice;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

AGREEMENT OF PARTIES

1. The **PARTIES** acknowledge that the recitals are true and correct and incorporate by reference those recitals into this **AGREEMENT**.

2. **BUYER** agrees to maintain the **SUBJECT PROPERTY** in compliance with each of the items listed on the City's Notice and Order to Repair, dated August 8, 2002, ("**REPAIR ORDER**"). The **REPAIR ORDER** is attached hereto as Exhibit "A" and incorporated herein by reference.

3. If, and only if, the current pending escrow does not close within thirty (30) days from the day of execution of this **AGREEMENT**, **OWNERS** agree to maintain the **SUBJECT PROPERTY** in compliance with each of the items listed on the **REPAIR ORDER**.

4. **BUYER** further agrees to comply with any and all actions, recommendations and/or decisions of the **CITY OF REDLANDS** with regard to the common areas for the **SUBJECT PROPERTY**, as defined in Final Tract Map Nos. 10141 and 10142, and the conditions of approval required by the **CITY OF REDLANDS** for such maps. **BUYER** is aware and understands that the actions, recommendations and/or decisions of the **CITY OF REDLANDS** with regard to the

common areas are unknown and yet to be determined, but may include the creation of a Home Owner's Association ("HOA") to maintain the common areas.

5. If, and only if, the current pending escrow does not close within thirty (30) days from the day of execution of this **AGREEMENT**, **OWNERS** further agree to comply with any and all actions, recommendations and/or decisions of the **CITY OF REDLANDS** with regard to the common areas for the **SUBJECT PROPERTY**, as defined in Final Tract Map Nos. 10141 and 10142, and the conditions of approval required by the **CITY OF REDLANDS** for such maps. **OWNERS** are aware and understand that the actions, recommendations and/or decisions of the **CITY OF REDLANDS** with regard to the common areas are unknown and yet to be determined, but may include the creation of a Home Owner's Association ("HOA") to maintain the common areas.

6. **REMOVAL OF THE NOTICES:** Upon the execution of this **AGREEMENT**, the **CITY OF REDLANDS** agrees to record a Release of the Notice of Pendency of Administrative Proceeding with regard to the **SUBJECT PROPERTY**.

7. **LIQUIDATED DAMAGES:** The **PARTIES** agree that in the event of a breach by **BUYER**, damages incurred by the **CITY OF REDLANDS**, as a result of such breach, would be difficult to calculate. Therefore, the **PARTIES** hereby agree that **BUYER** shall be liable to the **CITY OF REDLANDS** in the amount of \$10,000.00, in the event **BUYER** breaches this **AGREEMENT**. This provision is in addition to the **CITY OF REDLANDS'** ability to specifically

enforce this **AGREEMENT**. If, and only if, the current pending escrow does not close within thirty (30) days from the day of execution of this **AGREEMENT**, The **PARTIES** agree that in the event of a breach by **BUYER** and **OWNERS**, damages incurred by the **CITY OF REDLANDS**, as a result of such breach, would be difficult to calculate. Therefore, the **PARTIES** hereby agree that if, and only if, the current pending escrow does not close within thirty (30) days from the day of execution of this **AGREEMENT**, **BUYER** and **OWNERS** shall be jointly and severally liable to the **CITY OF REDLANDS** in the amount of \$10,000.00, in the event **BUYER** and/or **OWNERS** breach this **AGREEMENT**. This provision is in addition to the **CITY OF REDLANDS**' ability to specifically enforce this **AGREEMENT**.

8. **WAIVER OF APPEAL:** The **PARTIES** acknowledge that, by agreeing to the terms and conditions of this **AGREEMENT**, any and all rights they may have to challenge or appeal any proceeding or order of the **CITY OF REDLANDS** with regard to the items listed in the **REPAIR ORDER** or with regard to the common areas of the development which the **SUBJECT PROPERTY** is located, is forever waived. This waiver expressly includes any right by **BUYER** or **OWNERS** to appeal or contest the formation of a HOA.

9. The **PARTIES** expressly waive the rights afforded under Civil Code section 1542 which provides that:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of

executing the release, which if known by him must have materially affected his settlement with the debtor.

The **PARTIES** represent and warrant that they have received the advice of their attorney with respect to the advisability of making the release provided for herein, and the meaning of California Civil Code section 1542.

10. **DISCOVERY OF ADDITIONAL FACTS:** The **PARTIES** to this **AGREEMENT**, and each of them acknowledge that they may hereinafter discover facts different from, or in addition to, those which they now know to be true with respect to the subject matter of this **AGREEMENT**, and agree that this **AGREEMENT** shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery thereof.

11. **REPRESENTATION AND WARRANTIES:** The **PARTIES** to this **AGREEMENT**, and each of them, warrant and represent to each other that they have not transferred, assigned or hypothecated, or purported to transfer, assign or hypothecate, any of the claims being released hereunder.

12. **NO RELIANCE ON OTHERS:** The **PARTIES** to this **AGREEMENT**, and each of them, acknowledge that in entering into this **AGREEMENT** they have not relied upon any statement of any other party or any **PARTIES'** attorneys, and should any party be mistaken in the **PARTIES'** belief with regard to some issue of fact or law regarding the matters herein, this

AGREEMENT shall nonetheless remain in full force and effect and be binding as to each and all of the parties.

13. **CONSTRUCTION OF AGREEMENT:** The language in all parts of this **AGREEMENT** shall be in all cases construed as a whole according to its fair meaning and not strictly for or against any party hereto.

14. **SUCCESSORS:** This **AGREEMENT** shall be binding upon and inure to the benefit of each party and **PARTIES'** respective successors, heirs and assigns. The **CITY OF REDLANDS** reserves the right to record this **AGREEMENT** with the County Recorder's office once **BUYER** closes escrow on the **SUBJECT PROPERTY**.

15. **COUNTERPARTS:** This Release may be executed in one or more counterparts, (including via original or electronic facsimile or telecopier transmission, which shall be conclusively deemed an original signature or signatures) each of which shall be deemed an original but all of which shall constitute one and the same instrument.

16. **ACTION FOR ENFORCEMENT OF AGREEMENT:** If any party hereto brings an action or other proceeding to interpret or enforce any of the terms of this **AGREEMENT**, or arising out of a breach of this **AGREEMENT**, then the prevailing party shall be entitled to recover costs and expenses, including reasonable attorneys' fees, in such amounts as may be determined by the Court, having jurisdiction thereof, in addition to any other relief awarded.

17. **ENTIRE AGREEMENT:** This **AGREEMENT** constitutes the entire agreement and understanding among the **PARTIES** concerning the subject matter of the **AGREEMENT**, and supercedes all prior and contemporaneous agreements, statements, understandings, terms, conditions, negotiations, representations and warranties, whether oral or written, made by any of the parties or their attorneys concerning the matters covered by this **AGREEMENT**.

18. **ADVICE OF COUNSEL:** Each of the **PARTIES** to this **AGREEMENT** has had the opportunity to obtain the advice of legal counsel of their choice with respect to this **AGREEMENT**.

19. **GOVERNING LAW:** This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of California.

20. **AUTHORITY TO SIGN:** All individuals signing below on behalf of any entity hereby warrant and represent that they have full authority to execute this **AGREEMENT** on behalf of the entities for which they have signed.

IN WITNESS WHEREFORE, the **PARTIES** hereto have executed or caused this **AGREEMENT** to be executed by their duly authorized representatives.

CITY OF REDLANDS

DATED: September 2, 2003.

By: 
Karl N. Haws, Mayor

ATTEST:

By: 
Lorrie Poyzer, City Clerk

DATED: _____, 2003.

OWNER Thomas W. McCarthy

By: _____
Thomas W. McCarthy

DATED: _____, 2003.

OWNER Dorothy M. McCarthy

By: _____
Dorothy M. McCarthy

DATED: _____, 2003.

BUYER David Spain

By: _____
David Spain

306 10

IN WITNESS WHEREFORE, the PARTIES hereto have executed or caused this AGREEMENT to be executed by their duly authorized representatives.

CITY OF REDLANDS

DATED: _____, 2003.

By: _____
Karl N. Haws, Mayor

ATTEST:

By: _____
Lorrie Poyzer, City ClerkDATED: 7-3-03, 2003.

OWNER Thomas W. McCarthy

By: Thomas W. McCarthy
Thomas W. McCarthyCOMPLETE AND/OR SIGN
AS APPLICABLE.
RETURN ASAPDATED: 7/3-03, 2003.

OWNER Dorothy M. McCarthy

By: Dorothy M. McCarthy
Dorothy M. McCarthyDATED: 7/7/03, 2003.

BUYER David Spain

By: David Spain
David Spain

1129 Oxford

CODE ENFORCEMENT AGREEMENT

This Code Enforcement Agreement (hereinafter “**AGREEMENT**”) is entered into by and between the **CITY OF REDLANDS** and **BLAKE A. ROWE** (“**BUYER**”). The previously noted parties are sometimes referred to herein as the “**PARTIES.**”

WHEREAS, the **CITY OF REDLANDS** filed with the San Bernardino County Recorder a Notice of Pendency of Administrative Proceeding regarding certain real property located at 1124 Post Street, Redlands, California 92374 (the “**SUBJECT PROPERTY**”) as a result of numerous violations of the Redlands Municipal Code existing on the **SUBJECT PROPERTY**;

WHEREAS, **BUYER** requests that the **CITY OF REDLANDS** release the Notice of Pendency of Administrative Proceeding from title to the **SUBJECT PROPERTY**, so that **BUYER** can close escrow and purchase the **SUBJECT PROPERTY** free and clear of all liens and encumbrances with the title company of their choice;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

AGREEMENT OF PARTIES

1. **BUYER** agrees to maintain the **SUBJECT PROPERTY** in compliance with the City's Notice and Order to Repair, dated August 8, 2002. The Notice and Order to Repair is attached hereto as Exhibit "A" and incorporated herein by reference.

2. **BUYER** further agrees to comply with any and all actions, recommendations and/or decisions of the **CITY OF REDLANDS** with regard to the common areas for the **SUBJECT PROPERTY**, as defined in Final Tract Map Nos. 10141 and 10142, and the conditions of approval required by the **CITY OF REDLANDS** for such maps. **BUYER** is aware and understands that the actions, recommendations and/or decisions of the **CITY OF REDLANDS** with regard to the common areas are unknown and yet to be determined, but may include the creation of a Home Owner's Association ("HOA") to maintain the common areas.

3. **REMOVAL OF THE NOTICE:** Upon the execution of this **AGREEMENT**, the **CITY OF REDLANDS** agrees to record a Release of the Notice of Pendency of Administrative Proceeding with regard to the **SUBJECT PROPERTY**.

4. **LIQUIDATED DAMAGES:** The **PARTIES** agree that in the event of a breach by **BUYER**, damages incurred by the **CITY OF REDLANDS**, as a result of such breach, would be difficult to calculate. Therefore, the **PARTIES** hereby agree that **BUYER** shall be liable to the **CITY OF REDLANDS** in the amount of \$10,000.00, in the event **BUYER** breaches this

AGREEMENT. This provision is in addition to the **CITY OF REDLANDS'** ability to specifically enforce this **AGREEMENT**.

5. **WAIVER OF APPEAL:** The **PARTIES** acknowledge that, by agreeing to the terms and conditions of this **AGREEMENT**, any and all rights they may have to challenge or appeal any proceeding or order of the **CITY OF REDLANDS** with regard to the items listed in the Notice and Order attached hereto as Exhibit "A" or with regard to the common areas of the development which the **SUBJECT PROPERTY** is located, is forever waived. This waiver expressly includes any right by **BUYER** to appeal the formation of a HOA.

6. **DISCOVERY OF ADDITIONAL FACTS:** The **PARTIES** to this **AGREEMENT**, and each of them acknowledge that they may hereinafter discover facts different from, or in addition to, those which they now know to be true with respect to the subject matter of this **AGREEMENT**, and agree that this **AGREEMENT** shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery thereof.

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of them, acknowledge that in entering into this **AGREEMENT** they have not relied upon any statement of any other party or any **PARTIES'** attorneys, and should any party be mistaken in the **PARTIES'** belief with regard to some issue of fact or law regarding the matters herein, this **AGREEMENT** shall nonetheless remain in full force and effect and be binding as to each and all of the parties.

9. **CONSTRUCTION OF AGREEMENT:** The language in all parts of this **AGREEMENT** shall be in all cases construed as a whole according to its fair meaning and not strictly for or against any party hereto.

10. **SUCCESSORS:** This **AGREEMENT** shall be binding upon and inure to the benefit of each party and parties' respective successors, heirs and assigns. The **CITY OF REDLANDS** reserves the right to record this **AGREEMENT** with the County Recorder's office once **BUYER** closes escrow on the **SUBJECT PROPERTY**.

11. **COUNTERPARTS:** This Release may be executed in one or more counterparts, (including via original or electronic facsimile or telecopier transmission, which shall be conclusively deemed an original signature or signatures) each of which shall be deemed an original but all of which rather shall constitute one and the same instrument.

12. **ACTION FOR ENFORCEMENT OF AGREEMENT:** If any party hereto brings an action or other proceeding to interpret or enforce any of the terms of this **AGREEMENT**, or

arising out of a breach of contract or otherwise related to this **AGREEMENT**, then the prevailing party therein shall be entitled to recover costs and expenses, including reasonable attorneys' fees, in such amounts as may be determined by the Court, having jurisdiction thereof, in addition to any other relief awarded.

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15. **GOVERNING LAW:** This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of California. It is also expressly agreed and understood by the parties that the language of this **AGREEMENT** shall not be presumptively construed against any of the parties.

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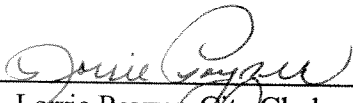
IN WITNESS WHEREFORE , the parties hereto have executed or caused this **AGREEMENT** to be executed by their duly authorized representatives.

CITY OF REDLANDS

DATED: September 2, 2003.

By: 
Karl N. Haws, Mayor

ATTEST:

By: 
Lorrie Poyzer, City Clerk

DATED: _____, 2003.

By: _____
Blake A. Rowe, Buyer

16. **AUTHORITY TO SIGN:** All individuals signing below on behalf of any entity hereby warrant and represent that they have full authority to execute this **AGREEMENT** on behalf of the entities for which they have signed.

IN WITNESS WHEREFORE, the parties hereto have executed or caused this **AGREEMENT** to be executed by their duly authorized representatives.

CITY OF REDLANDS

DATED: _____, 2003.

By: _____
Karl N. Haws, Mayor

ATTEST:

By: _____
Lorie Poyzer, City Clerk

DATED: 31 Jan., 2003.

By: Blake A. Rowe
Blake A. Rowe, Buyer

SACRAMENTO/CJCH230

1124 Post