

Exhibit 3H

Walters to Pardini
Book "A" 231-111
10/01/1913

...and together the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining
and the revenues and royalties, remainder and remainders, rents, issues and profits thereof

Do here and to hold, all and singular, the said premises, together with the appurtenances, unto the said part Y of the second part
and to his heirs and assigns forever.

In witness whereof, the said part 1st of the first part ha vs hereunto set their hands, and seal the day and
year first above written.

Signed, Sealed and Delivered in the Presence of

Avila G McCloud

W B Walters [Seal]

M F Walters [Seal]

[Seal]

[Seal]

State of California,

County of San Joaquin

} SS.

On this 2nd day of October in the year one thousand nine hundred and thirteen
before me, Avila G McCloud a Notary Public in and for said County of San Joaquin, State
of California residing therein, duly commissioned and personally appeared

W B Walters and M F Walters (both parties)

known to me to be the person described in and who executed and whose name is

subscribed to the within and foregoing instrument, and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the

County of San Joaquin the day and year in this certificate first above written.

(Seal)

Avila G McCloud Notary Public.

In and for the County of San Joaquin, State of California.

My Commission Expires 19

Recorded at the Request of M Pardini October 2

19 13, at 50 min. past 2 P M., in Book "A" Vol. 231 of Deeds, page 111 San Joaquin County Records.

JUDITH M. GILBERT Recorder

Fees, \$ 1.30

Elsa S Pope Deputy

Pardini to Alegretti
OR-339-460
01/06/1931

sons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Witness my hand and official seal.

(Notary Seal)

Harry J. McIsaac, Notary Public in and for the County of San Joaquin, State of California.

219 Recorded at Request of G. Holmyr JAN 6 1931 at 59 min. past 11 o'clock A.M., in Book of Official Records, Vol. 339, page 458 San Joaquin County Records.

Fees: \$ 1.80

John D. Finney Recorder

IMCE

THIS INDENTURE, Made the Sixth day of January, in the year nineteen hundred and thirty-one

BETWEEN M. PARDINI and GIOVANNA PARDINI, his wife, of the City of Stockton, County of San Joaquin, State of California, the parties of the first part, and CLORINDA ALEGRETTI, a single woman, of the City and County of San Francisco, State of California, the party of the second part,

W I T N E S S E T H :

That the said parties of the first part for and in consideration of the sum of Ten and 100/100 DOLLARS, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to her heirs and assigns forever, all those certain lots, pieces or parcels of land, situate, lying and being in the County of San Joaquin, State of California and bounded and particularly described as follows, to-wit:

FIRST: The North Sixty-five feet of each of Lots One (1) and Three (3) in Block Fifty-one (51) SOUTH OF MORMON CHANNEL, in the City of Stockton, according to the Official Map or Plat thereof, on file in the office of the County Recorder of the said County of San Joaquin.

SECOND: Lot Nine (9), as delineated and designated upon that certain map entitled "Subdivision of the Wilhoit-Douglass Tract," filed October 2nd, 1911, at 9:06 A.M., in the office of the County Recorder of the said County of San Joaquin, State of California.

THIRD: Lot Twenty-two (22) of the "Wilhoit-Douglass Tract", according to the Official Map or Plat thereof, filed October 2nd, 1911 in the office of the County Recorder of the County of San Joaquin, State of California, and containing 175.22 acres.

FOURTH: The East one-half (E 1/2) of the Southeast Quarter (S.E. 1/4) of Section Six (6) and the Southwest Quarter (S.W. 1/4) of the Southwest Quarter (S.W. 1/4) of Section Five (5) in Township One (1) South Range Six (6) East of Mount Diablo Base and Meridian, containing one hundred and twenty acres and being known as Swamp and Overflowed Land Survey No. Thirteen hundred and twenty-five (1325). Also that portion of Sections Six (6) and Seven (7) in Township One (1) South Range Six (6) East of Mount Diablo Base and Meridian, commencing for the same at a 4" x 4" white post marked as and for the center of said Section Six (6), thence South 43.16

chains more or less to a post in Cross Levee; thence East along said cross levee 9.24 4/10 chains to a post; thence North 42.15 chains more or less along fence to the center line running East and West through Section Six (6); thence West 10.08 3/10 chains to the point of beginning, and containing 42 819/1000 acres, 40 976/1000 acres being in said Section Six (6) and 1 843/1000 acres being in said Section Seven (7), being the same land conveyed by Deed dated the 29th day of April, 1899 to J.W. Wilkinson by H.E. Williamson and Saleni Williamson, his wife, and recorded on the 29th day of April, 1899, in the Book "A" of Deeds, Vol. 99 page 575 San Joaquin County records, subject however to a right of way for a County road along the north line to the North West corner of the land formerly owned by J.M. McCarty.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to her heirs and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

M. Pardini (SEAL)
Giovanna Pardini (SEAL)

STATE OF CALIFORNIA }
COUNTY OF SAN JOAQUIN } SS.

On this Sixth day of January, A.D. one thousand nine hundred and thirty-one, before me, HELEN F. RICHARDS, a Notary Public in and for the County of San Joaquin, State of California residing therein, duly commissioned and qualified, personally appeared M. PARDINI and GIOVANNA PARDINI, his wife, known to me to be the persons whose names are subscribed to the within instrument and they acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notary Seal) Helen F. Richards, Notary Public in and for the County of San Joaquin, State of California.

242 Recorded at Request of L.M. CURTIS & CO. JAN. 6, 1931 at 52 min. past 3 o'clock P.M., in Book of Official Records, Vol. 339, page 460 San Joaquin County Records.

Fees: \$ 1.50 John D. Finney Recorder HIR

.....
333

This Indenture, Made the Fifth day of January in the year of our Lord, one thousand nine hundred thirty-one between STOCKTON SAVINGS AND LOAN BANK, A Corporation, organized and existing under and by virtue of the laws of the State of California and having its principal place of business in the City of Stockton, County of San Joaquin, State of California, party of the first part and ROBERT R. JAGGER, A Single Man party of the second part,

Witnesseth, that for and in consideration of the sum of TEN and 00/100 (\$10.00) Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, the said party of the first part does by these presents grant, bargain, sell, convey

Alegretti to Pardini
OR-351-297
01/06/1931

Pardini to Avila [OR-753-124, & OR-1373-369] 08/27/1941 &
11/09/1951

in the County of San Joaquin, the day and year in this certificate first above written.

(Notary Seal) M.J. Henry, Notary Public in and for the County of San Joaquin,
State of California.

#14460 Recorded at Request of E.W. Avila, Aug. 27, 1941 at - min. past 11 o'clock A.M., in Book
of Official Records, Vol. 753, page 122, San Joaquin County Records.

Fees \$2.10

John D. Finney, Recorder.

ESF

#####

THIS AGREEMENT made this 7th day of August, 1941, between M. PARDINI
and GIOVANNA PARDINI, his wife, the parties of the first part, and E.W. AVILA and BERNICE M.

AVILA, his wife, as joint tenants the parties of the second part

For Consent to Old, was Lined
See Book of Official Records, Vol. 617 Page 217

WITNESSETE

That the said parties of the first part in consideration of the covenants and agreements
on the part of the said parties of the second part, hereinafter contained, agree to sell and
convey unto the said parties of the second part, and the said second parties agree to buy all
those certain lots, pieces or parcels of land situate in the County of San Joaquin, State of
California, and bounded and particularly described as follows, to-wit:-

PARCEL ONE: Lot Nine (9), as shown upon Map entitled, "Subdivision of the WILHOIT-DOUGLAS
TRACT", filed October 2, 1911, in the office of the County Recorder of San Joaquin County, Cal-
ifornia.

EXCEPTING THEREFROM that certain parcel of land containing 1.50 acres more or less as con-
veyed to Roberts Union Farm Center, Incorporated, a corporation in deed dated July 1, 1935, and
recorded July 11, 1935 in Book of Official Records, Vol. 500 Page 466 San Joaquin County Records.

ALSO EXCEPTING THEREFROM that certain parcel of land containing 0.50 acres, more or less,
as conveyed in Deed dated March 23rd, 1936, executed by M. Pardini and Giovanna Pardini, his
wife, to Roberts Union Farm Center, Incorporated, a corporation, recorded April 7, 1936, in Book
of Official Records, Vol. 533 Page 190, San Joaquin County Records.

PARCEL TWO: Lot Twenty-two (22), as shown upon Map entitled, "SUBDIVISION OF THE WILHOIT-
DOUGLASS TRACT", filed for record October 2, 1911, in Vol. 5 of Maps and Plats, page 40, San
Joaquin County Records, and containing 175.22 acres.

PARCEL THREE:

The East One-Half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Six (6) and

the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$) of Section Five (5) in Township One (1) South, Range Six (6) East of Mount Diablo Base and Meridian, containing 120 acres, more or less, and being known as Swamp and Overflow Land Survey No. 1325. Also that portion of Section Six (6) and Seven (7) in Township One (1) South, Range Six (6) East, of Mount Diablo Base and Meridian, commencing for the same at a 4" x 4" white post marked as and for the center of said Section Six (6); thence South 42.16 chains, more or less to a post in Cross Levee; thence East along said Cross Levee 9.24 $\frac{4}{10}$ chains to a post; thence North 42.16 chains, more or less, along fence to the center line running East and West through Section Six (6); thence West 10.08 $\frac{3}{10}$ chains to the point of beginning, and containing 42.819/1000 acres, 40.976/1000 acres being in said Section Six (6) and 1.843/1000 acres being in said Section Seven (7), being the same land conveyed by Deed dated April 29, 1899 to J.W. Wilkinson by H.E. Williamson and Seleni Williamson, his wife, and recorded April 29, 1899 in Book "A" of Deeds, Vol. 99 page 575 San Joaquin County Records. for the sum of Fifty-five Thousand One Hundred Five and 85/100 (\$55,105.85) Dollars, lawful money of the United States; and the said parties of the second part in consideration of the premises agree to pay, at the time and in the manner hereinafter mentioned to the said parties of the first part, the said sum of Fifty-five Thousand One Hundred Five and 85/100 (\$55,105.85) Dollars as follows, to-wit:-

On or before twenty-five (25) years after date, with interest at the rate of five (5%) per cent per annum, interest payable November 1st, 1941, and annually thereafter, on each November 1st.

The parties of the second part, as a part of the consideration for this contract, promise and agree that they will, in due and proper season, and in a good and farmerlike manner, level and put under irrigation each year at least forty (40) acres of land not theretofore levelled and irrigated and that within ten years from date hereof, the whole of said land hereinbefore described shall be levelled and placed under irrigation, it being understood and agreed that any irrigation system constructed by the parties of the second part for the irrigation of said lands shall become attached to, and a part of said land.

Second parties agree to keep the buildings insured in a reliable insurance company for at least the insurable value at their own expense, protecting the first parties herein as their interest may appear.

Second parties further agree to keep the premises in as good a state and condition as a reasonable amount of use and wear thereof will permit (damage by the elements excepted) and to pay all taxes, water rents and assessments as they become due and at least ten days before the same become delinquent.

And the said parties of the second part agree to pay at least ten days before delinquent all State, City and County Taxes, or assessments of whatsoever nature, which may become due on the premises above mentioned.

In the event the parties of the second part fail to comply with any of the terms, agreements or conditions hereof, then at the option of the parties of the first part, all rights of the parties of the second part in and to said land and premises may be declared ended, and any and all moneys paid by said second part shall be deemed forfeited for the use and occupation of said premises and the parties of the first part shall be released from all obligations either in law or equity, to convey said property, and may take immediate possession of said property, including all improvements or growing crops thereon, together with all of the right, title and interest of the parties of the second part in and to any pumping equipment including pumps, motors, pipe lines and rights of way used for the irrigation of said lands. In addition to said rights hereinbefore provided, which are not exclusive, the parties of the first part shall have all such other and further rights

as may be accorded them under the laws of the State of California.

During such time as the parties of the second part are not in default in the performance hereof, they may have the use and occupation of said premises. When said parties of the second part shall have fully performed all of the conditions hereof and paid the purchase price in full together with all interest thereon, then the parties of the first part agree to execute and deliver to the parties of the second part, a good and sufficient deed, conveying a merchantable title to said property, free of any encumbrances done, made or suffered by the parties of the first part, the policy of title insurance at said time to be paid for by the buyers and sellers, one-half each.

This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of the respective parties. Time is of the essence of this contract. The waiver, by the parties of the first part, of a default in the performance of any obligation at the time and in the manner that it should have been performed, shall not be, nor shall it be construed to be, a waiver of any succeeding default, nor shall it effect the provision that time is of the essence hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names the day and year first above written.

M. Pardini
Giovanna Pardini
E.W. Avila
Bernice M. Avila

STATE OF CALIFORNIA }
County of San Joaquin } ss.

On this 7th day of August in the year of our Lord one thousand nine hundred and forty-one, before me, Irene Tellam, a Notary Public in and for said County and State, residing therein, duly commissioned and qualified, personally appeared M. Pardini and Giovanna Pardini personally known to me to be the persons described in and whose names are subscribed to the within instrument, and they acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in the County of San Joaquin, the day and year in this certificate first above written.

(Notary Seal) Irene Tellam, Notary Public, in and for the County of San Joaquin,
State of California.

#14461 Recorded at Request of E.W. Avila, Aug. 27, 1941 at 1 min. past 11 o'clock A.M., in Book of Official Records, Vol. 753, page 124, San Joaquin County Records.

Fees \$2.50

John J. Finney, Recorder.

ESF

#####

THIS INDENTURE, made the 27th day of August, nineteen hundred and forty-one, BETWEEN JENNEFEE I. BOICE, of the City of Stockton, County of San Joaquin, State of California, party of the first part, and MAY A. GEOFFRION, as her separate property, of the City of New York, County of New York, State of New York, party of the second part,

#3530 ... 1951 at 4 P.M. in Vol. 1373, Page 309
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY

Fees \$1.70 Martha H. Oehler, County Recorder

COMPARED

In Consideration of Ten Dollars GOLDEN GATE CONSTRUCTION CO., a California corporation,
Does hereby Grant to RONALD J. TRAIN, also known as Ronald James Train, and Mary Eleanor Train,
his wife, As Joint Tenants all that Real Property situate in the County of San Joaquin, State
of California, described as follows:

Lot Six (6) in Block Three (3) of TRACT NO. 256 PLYMOUTH VILLAGES, according to the Official
Map or Plat thereof filed for record July 6, 1950 in Vol. 13 of Maps and Plats, page 75, San
Joaquin County Records. (\$11.35 I.M. Stamps attached and cancelled)

IN WITNESS WHEREOF, said GOLDEN GATE CONSTRUCTION CO., a corporation, has hereunto caused its
corporate name to be subscribed and its seal affixed by its Secretary, thereunto duly authorized
by resolution of its Board of Directors, this 27th day of September, 1951.

(Corp Seal) GOLDEN GATE CONSTRUCTION CO.
W. D. Macdonald, Secretary

STATE OF CALIFORNIA)
County of San Joaquin) ss. On this 27th day of September in the year one thousand nine hundred
fifty-one, before me, Marjorie D. Hershberger a Notary Public in and for said County and State,
personally appeared W. D. Macdonald, known to me to be the Secretary of the corporation that executed
the within instrument, and known to me to be the persons who executed the within instrument on
behalf of the corporation therein named, and acknowledged to me that such corporation executed
the same.

IN WITNESS my hand and official seal the day and year in this certificate first above written.

(Notary Seal) Marjorie D. Hershberger, Notary Public in and
for said County and State.
My Commission Expires Dec. 29, 1952

#35307 RECORDED Security Title Ins. & Guar. Co. NOV 13 1951 at 11:40 A.M. in Vol. 1373, Page
309 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY

Fees \$1.70 Martha H. Oehler, County Recorder

COMPARED JOINT TENANCY DEED

GIOVANNA PARDINI, a widow, Grants to L. M. AVILA and SERVICIO M. AVILA, his wife, in JOINT
TENANCY, the real property situated in the County of San Joaquin, State of California, described
as follows:

PARCEL ONE: Lot nine (9), as shown upon Map entitled, SUBDIVISION OF WILHOIT-DOUGLASS TRACT,
filed for record October, 2, 1911, in Vol. 5 of Maps and Plats, page 46, San Joaquin County Records,
and containing 30.20 acres, more or less.

SAVING AND EXCEPT THEREFROM that certain tract containing 1.50 acres, more or less, as conveyed
by M. Pardini and Giovanna Pardini, his wife, to L. M. Moran by deed dated June 13, 1935 and
recorded July 11, 1935, in Vol. 500 of Official Records, page 400, San Joaquin County Records.

ALSO SAVE AND EXCEPT 0.50 of an acre, more or less, as conveyed to Robert Union Farm Center
Incorporated a corporation, by deed dated March 23, 1930, and recorded April 7, 1930, in Vol.
533 of Official Records, page 190, San Joaquin County Records.

ALSO EXCEPT 0.435 acres as described in deed to Roberts Union Farm Center dated August 30,
1940 and recorded August 14, 1947, in Vol. 1072 of Official Records, page 130, San Joaquin County
Records.

ALSO EXCEPT 1.095 acres, as described in deed to Frank M. Avilla, dated April 30, 1940, and
recorded August 14, 1947, in Vol. 1000 of Official Records, page 463, San Joaquin County Records.

PARCEL TWO: Lot twenty-two (22), as shown upon Map entitled, Subdivision of the Wilhoit-

Avila to Avila & Mendonca (Distribution of Estate)
IN-90052530
05/29/1990

90052530

SAN JOAQUIN COUNTY
RECORDER'S OFFICE
YVONNE I. HDALL

90 MAY 29 AM 8:00

RECORDED AT REQUEST OF
North American Title

2

67

NAME AND ADDRESS OF ATTORNEY THOMAS E. SMAIL, JR. 3500 American River Drive, Suite 212 Sacramento, California 95804		TELEPHONE NO: 486-3774	FOR COURT USE ONLY
ATTORNEY FOR: LA VERNE HELENE AVILA and MANUEL MENDONCA Insert name of court, branch court if any, and Post Office and Street Address: SUPERIOR COURT OF CALIFORNIA COUNTY OF SACRAMENTO 720 Ninth Street Sacramento, California 95814			FILED MAY 14 1985 JOYCE RUSSELL SMITH, CLERK By <i>J. Dier</i>
ESTATE OF: EDWARD WALTER AVILA			
LETTERS <input checked="" type="checkbox"/> TESTAMENTARY <input type="checkbox"/> OF ADMINISTRATION WITH WILL ANNEXED <input type="checkbox"/> OF ADMINISTRATION <input type="checkbox"/> OF SPECIAL ADMINISTRATION			Case Number: 98683

STATE OF CALIFORNIA, COUNTY OF SACRAMENTO

- The last will of the above-named decedent having been proved, the court appoints (Name):
LA VERNE HELENE AVILA and
MANUEL MENDONCA
a. Executor.
b. Administrator with will annexed.
- The court appoints (Name):
a. Administrator of the decedent's estate.
b. Special administrator of decedent's estate
(1) with the special powers specified in the Order for Probate
(2) with the powers of a general administrator.
- The personal representative is is not authorized to administer the estate under The Independent Administration of Estates Act.

WITNESS, the clerk of the above-entitled court, with seal of the court affixed.

MAY 14 1985

Dated: _____
JOYCE RUSSELL SMITH
Clerk, by _____, Deputy

N. DIER



[SEAL]

4. AFFIRMATION

I solemnly affirm that I will perform the duties of personal representative according to law.

Executed on (Date): April 26, 1985. . . . at
(Place): Sacramento California.

La Verne Helene Avila
(Personal Representative)
Manuel Mendonca

5. CERTIFICATION

I certify that this document is a correct copy of the original on file in my office, and that the letters issued the above-appointed person have not been revoked, annulled, or set aside, and are still in full force and effect.

Dated: _____

Clerk, by _____, Deputy

[SEAL]

The annexed instrument is a correct copy
of the original on file in my office.

Attest: AUG 22 1989
Certified
JOYCE RUSSELL SMITH, County Clerk and
ex officio Clerk for the Superior Court
in and for the County of Sacramento
State of California.
By *J. Smith* .NFPHTY



90052530

Avila & Mendonca to Silveira
IN-90051397, IN-90052531, IN-90052529
05/23/1990, 05/29/1990, 05/29/1990

90051397

LADARNE H. AVILA
P.O. Box 5445
GALT, CA. 95632

SAN JOAQUIN COUNTY
RECORDERS OFFICE
YVONNE I. UDALL

90 MAY 23 PM 4:09

RECORDED AT REQUEST OF

Ladarné Avila
FEE 32-1

1 CARL W. COLLINS (State Bar No. 109282)
2 ALTMAN, COLLINS & GROSS
3 Attorneys at Law
4 1127-12th Street, Suite 202
5 P.O. Box 3291
6 Modesto, California 95353
7 (209) 521-7255

FILED

APR 30 1990

Clerk, U. S. Bankruptcy Court

8 Attorneys for Debtors

9 IN THE UNITED STATES BANKRUPTCY COURT
10 FOR THE EASTERN DISTRICT OF CALIFORNIA

11 In re:) Case No: 988-01619
12)
13 DONALD RAYMOND SILVEIRA and) Chapter 11 Case
14 MARY EILEEN SILVEIRA,)
15 Debtors.)

16 ORDER AUTHORIZING SETTLEMENT OF CONTROVERSY

17 The continued hearing on the "Motion To Approve Settlement
18 Of Controversy" filed by DONALD RAYMOND SILVEIRA and MARY EILEEN
19 SILVEIRA, Debtors-In-Possession herein, was held in the above-
20 entitled Court at Modesto, California, on April 10, 1990,
21 HONORABLE J. W. HEDRICK, JR., U.S. Bankruptcy Judge presiding.
22 Debtors, DONALD RAYMOND SILVEIRA and MARY EILEEN SILVEIRA,
23 appeared by and through counsel, CARL W. COLLINS. Creditor, THE
24 ESTATE OF EDWARD AVILA, appeared by and through counsel, MIKE K.
25 NAKAGAWA. The Court, having reviewed and considered the Motion,
26 as amended in open court, having considered the presentation of
27 counsel, and having found that the proposed compromise is in all
28 respects proper, now makes its order:

. NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

1. That the notice given of hearing is proper under the circumstances of this proceeding.

90051397

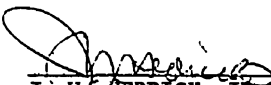
1 2. That the "Motion To Approve Settlement Of Controversy"
2 filed in this Court on February 20, 1990, as amended, should be
3 and hereby is granted and approved.

4 3. That the Debtors, DONALD RAYMOND SILVEIRA and MARY
5 EILEEN SILVEIRA, should be and hereby are authorized to
6 compromise and settle the entire controversy with THE ESTATE OF
7 EDWARD AVILA, by entering into that certain amended Settlement
8 Agreement And Mutual Release attached hereto and incorporated
9 herein, as Exhibit "A"; and

10 4. That the Debtors, DONALD RAYMOND SILVEIRA and MARY
11 EILEEN SILVEIRA, should be and hereby are authorized to execute
12 and deliver any and all documents which may be necessary or
13 convenient to conclude the transaction.

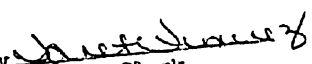
14 Dated:

APR 30 1990


J. W. HEDRICK, JR.
U. S. Bankruptcy Judge

15
16
17
18
19
20 This is to certify that this is a true
21 and correct copy of the original thereon
22 on file in the office of the undersigned
Bankruptcy Judge

23 Dated: MAY 23 1990 J. W. Hedrick, Jr.
Bankruptcy Judge

24 By 
25 Deputy Clerk
26
27
28

90051397

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

The parties to this Settlement Agreement and Mutual Release ("Agreement") are DON SILVEIRA and MARY SILVEIRA ("Silveira"), residents of the State of California, and LAVERNE AVILA and MANUEL MENDONCA executors of the Estate of EDWARD AVILA ("Estate"), the probate of which estate is currently pending in the Superior Court of Sacramento County.

WHEREAS, litigation was commenced by SILVEIRA in the Superior Court of California, County of San Joaquin, entitled DON SILVEIRA and MARY SILVEIRA v. EDWARD AVILA (No. 179601) which resulted in judgment for Plaintiff DON SILVEIRA and against EDWARD AVILA on one cause of action, and for Defendant EDWARD AVILA and against Plaintiff DON SILVEIRA on the remainder, and further resulted in judgment for Defendant EDWARD AVILA and against Plaintiff MARY SILVEIRA on all causes of action, and which action was appealed to the Court of Appeal of the State of California in and for the Third Appellate District (3 Civ. 25701).

WHEREAS, in the aforementioned litigation SILVEIRA claimed an interest (excepting mineral rights therefrom) in that roughly rectangular parcel of land owned by the Estate constituting 175 1/4 acres more or less located at the southeast corner of Crocker Road and Tracy Road, and that roughly truncated triangular shaped parcel consisting of 32 3/4 acres plus or minus located at the northwest corner of Tracy and Crocker Roads, totaling 208 acres more or less ("208 acres"). SILVEIRA also claimed a leasehold interest in that certain parcel of land located south of Howard Road and east of the 175 1/4 parcel consisting of 161-163 acres ("161 acres"), approximately 156 of which is actually farmable, the remainder already being used for natural gas mining activity.

WHEREAS, EDWARD AVILA as Plaintiff, commenced unlawful detainer litigation against DON SILVEIRA and MARY SILVEIRA as Defendants in the Superior Court of California, County of San Joaquin (No. 180533), which litigation is currently pending, but stayed.

WHEREAS, EDWARD AVILA, since the commencement of these actions has deceased, and LAVERNE AVILA, and MANUEL MENDONCA have been issued letters testamentary as executors of the Estate of EDWARD AVILA, which estate is currently being probated in the Superior Court of California, County of Sacramento.

WHEREAS, SILVEIRA, since the commencement of these actions has commenced a voluntary proceeding for reorganization pursuant to 11 U.S.C. § 1101 et seq. in the United States Bankruptcy Court for the Eastern District of California, Modesto Division (No. 988-01619), which proceeding is pending and in which DON SILVEIRA and MARY SILVEIRA are the Debtors-in-Possession.

EXHIBIT "A"

90051397

WHEREAS, the Court of Appeal of the State of California in and for the Third Appellate District has affirmed the judgment entered in Case No. 179601 entitled DON SILVEIRA and MARY SILVEIRA v. EDWARD AVILA. The parties have returned to the trial court for proceedings to clarify the terms of the judgment.

WHEREAS, the parties to this Agreement now wish to effect a complete resolution and settlement of all claims, disputes and controversies between them and they voluntarily and freely enter into this Agreement for that purpose.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties hereto, intending to be legally bound, do hereby agree to enter this Settlement Agreement and Mutual Release compromising and settling all claims each has or may have against the other subject to the following terms and conditions:

1. This Agreement shall not be binding unless and until it is timely approved by the Court in the SILVEIRA bankruptcy proceeding.
2. The executors shall, upon receipt of this Agreement, signed by SILVEIRA and counsel, and properly notarized, request the Estate's probate counsel to promptly seek probate court approval if it is determined to be required by California law.
3. All necessary court approvals must be obtained prior to close of escrow.
4. Immediately upon execution of this Agreement by SILVEIRA, SILVEIRA shall cause to be opened at a reputable and competent title and escrow company an escrow for the purpose of carrying out this Agreement. Said escrow shall close no later than May 1, 1990. If escrow does not close on or before May 1, 1990, this Agreement shall lapse, be void, and shall have no force or effect.
5. Through escrow, the Estate shall deed to SILVEIRA the 208 acres. Said Deed shall be in the form of a Quitclaim Deed. Said Deed shall specifically provide that it does not include any mineral rights. Said Deed shall specifically provide the following language as to surface water rights: "Together with the appurtenant water rights and entitlements and a nonexclusive right to use all appurtenant irrigation and drainage-related easements."
6. Through escrow, SILVEIRA shall deed to the Estate all right, title or interest in any mineral rights on, under, or above said 208 acres. Said Deed shall be in Quitclaim form.

90051397

7. Through escrow, SILVEIRA shall deed to the Estate all right, title, and interest of any nature claimed or ever claimed by SILVEIRA in the 161 acres.
8. Each of the parties is hereby granted and shall be deemed to own an undivided interest in and to Water Right Application No. 22638, Water Right Permit No. 19390 and any related water license in proportion to the amount of acreage included therein which is from time to time owned by each.
9. As to the purchase price for the 208 acres, SILVEIRA shall pay to the Estate, through escrow, the sum of \$200,000.00, in addition to the following:
 - A. interest in the amount of \$77,291.65 for the period July 1, 1986 to November 30, 1989, with interest to accrue thereafter at the rate of \$72.93 per day until close of escrow.
 - B. reimbursement to the Estate for real property taxes, assessments of the Woods Irrigation District, and assessments of Reclamation District No. 524, paid by the Estate from February 22, 1985, to the date of close of escrow. Any taxes or assessments which were due after February 22, 1985, but which were actually paid by the Estate prior to February 22, 1985, for the purposes of this Agreement, are deemed to have been paid by the Estate as of February 23, 1985. (The parties acknowledge that said amount for the period February 22, 1985 to December 31, 1989, is \$30,620.01).
 - C. an additional \$5,000.00 shall be deposited by SILVEIRA into escrow as payment for or towards the lot line adjustment provided for under Paragraph 10, below.All of the payments set forth in this Paragraph shall be all cash.
10. A. The parties believe that a pole barn currently existing is on the border between the 208 acre parcel and the 161 acre parcel. The parties desire that SILVEIRA be able to purchase sufficient land as is necessary to move the existing lot line separating the 208 acre parcel from the 161 acre parcel so that the new lot line would be parallel with the existing lot line, running approximately 40 feet east of the pole barn (but no more than the minimum required by San Joaquin County), provided that the total amount of additional such land does not exceed 5.0 acres.

90051397

SILVEIRA shall purchase such additional land at \$2,000.00 per acre, in addition to, and with, the purchase described in Paragraph 9 above.

- B. To effectuate the proposed change in boundaries, a surveyor has drafted a tentative lot line adjust map, a copy of which is attached as Exhibit "A" to this Agreement. The surveyor's fees shall be borne equally by the parties. SILVEIRA shall have the sole responsibility for obtaining, and paying the cost of obtaining, all governmental approvals, permits, etc., necessary to effect the lot line adjustment or adjustments reflected on Exhibit "A".
 - C. This portion of the transaction must be completed contemporaneously with the purchase and sale of the 208 acres. In the event that this portion of the transaction is not completed prior to close of escrow, the entire Agreement shall lapse, be void and shall have no force or effect.
 - D. Through escrow, the Estate shall deed to SILVEIRA the additional land that is purchased by SILVEIRA pursuant to subparagraph A hereof. Said Deed shall be in the form of a Quitclaim Deed. Said Deed shall specifically provide that it does not include any mineral rights.
11. The Estate shall retain all mineral rights in all parcels, and SILVEIRA expressly gives up any claim for any and all mineral rights in any and all parcels.
12. A. The Estate shall expressly have the right of unobstructed ingress and egress over the 208 acres and all portions thereof, and shall have the absolute right to permit unobstructed ingress and egress over and on any and all of the premises to any lessees of the Estate for the purpose of exploring for and recovering of minerals, including in particular, but not limited to, oils and gases.
- B. Any damages to growing crops caused by such exploration or recovery, or unobstructed ingress or egress shall be compensated according to the value of the crops between the mineral Lessee and SILVEIRA. SILVEIRA agrees to hold the Estate free and harmless from any such damages.

(90051397

- C. Any dispossession of SILVEIRA on a long term basis from the use of any portion of the property by virtue of the building of a well, or any such thing, on any portion of the property, whether sold to and owned by SILVEIRA, or owned by the Estate and leased by SILVEIRA, shall be paid for at the rate of \$95.00 per acre per year for such land from which SILVEIRA has been dispossessed, prorated for the length of time that said dispossession occurs and the number of acres dispossessed. Such payments shall be due and payable December 31 of each year.
13. SILVEIRA hereby acknowledges that the lease of the 161 acres, which was the subject of the litigation hereinbefore described, will expire according to its own terms on December 31, 1989, and that SILVEIRA shall have no further right, title or interest of any nature, in such property. SILVEIRA has agreed to surrender possession of the property on December 31, 1989.
14. Each party shall pay for maintenance and repairs caused by their own negligence. The parties shall divide the maintenance repairs and ditch cleaning not caused by their own negligence as set forth below. This division of responsibility shall run with the land.
- A. SILVEIRA shall pay all costs of any type associated with the 32 3/4 acres more or less parcel located on the northwest corner of Crocker and Tracy Roads. The Estate shall have no responsibility nor obligation for any portion of any such costs.
- B. The parties shall share equally the cost of maintenance and repairs to the 24" pipeline from the river to Crocker Road. The maintenance and repair of this pipeline is already subject to that certain Agreement between SAUNDERS and AVILA. The AVILA portion of the maintenance and repairs set forth in that Agreement is to be split equally between the parties herein.
- C. The parties shall share equally the maintenance and repairs of the 24" pipeline running approximately west to east from Crocker Road through the central portion of the 175 1/4 acre more or less section of the 208 acres that SILVEIRA is purchasing pursuant to this Agreement. The Estate shall pay 100% of maintenance

90051397

and repairs of the portion of said 24" pipeline which runs west to east from the boundary of the 208 acres through the central portion of the 161 acre parcel. On or before 90 days from the date of this agreement, SILVEIRA shall pay 100% of the cost and install a valve on said 24" pipeline, said valve to be located on the boundary of the 208 acre parcel and the 161 acre parcel. During the interim period prior to installation, the Estate shall have access to the existing valve currently located on the 208 acres. After installation of said new valve, the parties shall have equal rights of access to its use.

- D. The parties shall share equally the maintenance and repair costs of the plastic drainage pipeline, which is approximately 1,000 feet in length, running approximately west to east from Crocker Road near the southern boundary of the 175 1/4 acre parcel.
- E. The parties shall share equally the maintenance, repairs, and cleaning of that certain ditch which runs west to east near the southern edge of the 175 1/4 acres.
- F. The Estate shall pay 100% of the maintenance, repair, and cleaning of that certain cement ditch which runs approximately west to east along Howard Road on the northern edge of the 161 acres. The Estate shall pay 100% of the cost to block said ditch at the junction of the new property line.
- G. The Estate shall pay 100% of the cost of maintenance, repairs, and cleaning of that certain cement ditch which runs approximately west to east starting at the eastern terminus of the 24" pipeline described in "C" above and continuing to the eastern boundary of the 161 acres.
- H. The Estate shall pay 100% of the cost of maintenance, repairs, and cleaning of that certain pipeline, running south to north that connects the east west pipeline referred to in subparagraph C above with the cement ditch referred to in subparagraph F above.
- I. SILVEIRA shall hold the Estate free and harmless from any and all liability caused to SILVEIRA by any leakage, or flow of water, from said pipes or ditches, or overflow from vents.

90051397

- J. The parties shall share equally the AVILA share under the SAUNDERS-AVILA Agreement of the maintenance and repairs of the river pump, a Fairbanks size fourteen serial PS125 pump set which is set at a branch of the middle river that pumps water from the river into the 24" pipeline referred to in subparagraphs B and C above.
 - K. The parties shall increase the size and share in the maintenance and repairs of that certain sump pump, a US electric motor pump with hollow shaft motor, serial No. 3722105, being 7 1/2 horsepower and approximately of 10" pipe which is situated on the southern edge of the property at the dirt ditch referred to in subparagraph E above. Costs shall be divided according to the acreage served by said sump pump which is estimated to be 65% for the Estate and 35% for Silveira.
 - L. The Estate agrees to excavate and maintain a drainage ditch which runs north to south along the new boundary of the 208 acre parcel of Silveira and the 161 acre parcel of the Estate.
 - M. Neither the Estate nor SILVEIRA, shall move, change, relocate, replace, or otherwise alter any pump, drain or ditches described herein without the express written consent of the other.
- 15. The Estate shall have an easement on the 175 1/4 portion of the 208 acres for access along the pipelines, ditches, and pumps to inspect, maintain, repair and clean the same. The Estate shall not be liable for any damage caused by it, or any of its agents to growing crops when such damage is caused by any act necessary to proper maintenance of the pipes or ditches. The Estate agrees to shut any or all gates opened by them or any of its agents, giving it access to the easement and property of SILVEIRA, and to pay all damage caused by failure to shut any such gate.
 - 16. The water costs between the 161 acres owned by the Estate, and 175 1/4 portion of the 208 acres sold to SILVEIRA hereunder shall be split pursuant to meter readings. As used herein water costs include the cost of operating both the river pump and sump pump on the southern edge of the 161 acre parcel.
 - 17. SILVEIRA and the Estate shall have the right to take sufficient water from the pipes and ditches herein

30051397

described to supply their respective parcels of real property for irrigation of any crop which may be grown thereon. Subject to the SAUNDERS-AVILA Agreement, both SILVEIRA and the Estate shall have the right to take said water, at any time it is available, upon giving the other side two days (48 hours) notice immediately prior to commencing to take water from said pipes and ditches. The parties shall not continue to use said water more than three days at any one time, nor more than three days out of any six days it is available.

If at any time after commencing to take said water, a party discontinues to take same for a period of twelve hours, said party shall not resume taking said water without first giving the other side two days (48 hours) notice of intention to do so. If any discontinuance is less than 12 hours, it shall not be counted as a discontinuance, but shall be part of the time of use.

18. SILVEIRA acknowledges that the property acquired under this Agreement is purchased in an "as is" and "where is" condition and acknowledges relying solely on SILVEIRA'S own investigation, examination and inspection of such property and that no warranties of any kind whatsoever, express or implied, have been made by the Estate or the Estate's representatives. SILVEIRA agrees to purchase the subject property in the physical condition that it is in at the close of escrow and subject to the effect of all existing or future governmental actions, including without limitation, zoning, required permits or licenses, eminent domain, condemnation and environmental regulations. SILVEIRA is aware of and acknowledges that the Estate has not caused to be performed recent soil, water or well tests with respect to the subject property, has not had any engineering tests or other investigations, tests, or analysis performed recently to apprise the Estate of either the current or past physical condition of the subject property and that due to such lack of reporting and information, there may exist material and substantial defects to the subject property including without limitation, conditions in the soil, subsurface water including wells, surface water, or air which are detrimental to the planned use of the property by SILVEIRA. SILVEIRA hereby acknowledges and agrees that SILVEIRA shall not rely upon the failure of the Estate to represent or disclose such detrimental conditions as an indication that no such detrimental conditions exist. SILVEIRA hereby waives any requirements under any applicable law as to a

seller's disclosure of the condition of property known or unknown to the seller at the time of the sale of such property. SILVEIRA hereby agrees to indemnify, defend and hold the Estate, its agents and representatives, free and harmless of and from and against any and all costs, expenses, damages, claims, liabilities, penalties, interest, liens or charges, including attorney's fees, arising after close of escrow and out of or in any way connected with any physical defects or governmental or private actions affecting the value or use of the subject property or in any way connected with any personal injuries occurring on or about the subject property.

19. In consideration hereof, except as provided in Paragraph 22 below, the parties hereto, and each of them, hereby forever release, acquit and discharge each other of any and all actions or potential actions, causes of action or potential causes of actions, claims, demands, sums of money, attorney's fees, damages, costs, losses and expenses, liquidated or unliquidated, arising directly or indirectly out of, or in any way connected with, were based upon, or in any way related to, the matters set forth in the litigation referred to above.
20. The parties hereby represent and warrant that no person or entity who is not a party to this Agreement has any interest in any claim subject to this Release on behalf of each party bound hereby, and that none of them has sold, assigned, transferred, conveyed, or otherwise disposed of any claim, right, interest, or demand relating to any matter covered by this Release.
21. The parties intend this Settlement Agreement and Mutual Release to inure to the benefit, and be binding upon, the parties and each of them, their agents, spouses, representatives, heirs, beneficiaries, partners, attorneys, employees, servants, predecessors, successors in interest, and assigns, if any.
22. Except as provided in Paragraph 23 below, the parties intend this Settlement Agreement and Mutual Release to be a full and general release as to the subject matter described above and they hereby mutually waive all claims or benefits which they now have, or in the future may have, under the provisions of Section 1542 of the California Civil Code which reads as follows:

90051397

"A general release does not extend to claims which the creditor does not know or suspect to exist at the time of executing the release which if known by him must have materially affected his settlement with the debtor."

The parties have been apprised of the statutory language of Civil Code Section 1542 by their attorneys, and each fully understanding the same, nevertheless elects to waive the benefits of any and all rights any of them may have pursuant to the provisions of that statute. The parties understand that if the facts with respect to which this Agreement is executed are found hereinafter to be different from the facts now believed by any of them to be true, that this Agreement shall be effective notwithstanding such material difference.

23. The parties intend and agree that this Agreement shall not release SILVEIRA from the obligation to pay the estate for any rents owing under the lease of the 161 acres for the period after the filing of the bankruptcy petition. It is specifically agreed that as of the date of this Agreement, rental payments under said lease for the 1989 crop year remain due and owing to the Estate.
24. The parties agree that this Agreement may be pled as a full and complete defense to any subsequent action or proceeding involving any person or party which arises out of, relates to, or has anything to do with, the rights and claims waived, released and discharged by this Agreement.
25. The parties hereto agree that this Agreement is a compromise and settlement of disputed claims and neither this Agreement nor anything herein shall be construed as an admission of liability on the part of any party hereto to any other party hereon.

90051397

26. The parties hereto mutually stipulate that they have been represented in negotiations for and in preparation of this Agreement by counsel of their own choosing, that they have read this Agreement, and that they are fully aware of its contents and of its legal effects.

Dated: 4/16/90 Donald Silveira
DONALD SILVEIRA

STATE OF CALIFORNIA)
COUNTY OF Stanislaus) SS.

On this 16th day of April, 1990, before me, the undersigned Notary Public for the State of California, personally appeared DONALD SILVEIRA, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledges to me that he executed the same.

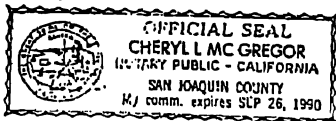


Steve S. Altman
NOTARY PUBLIC FOR THE
STATE OF CALIFORNIA

Dated: 4-19-90 Mary Silveira
MARY SILVEIRA

STATE OF CALIFORNIA)
COUNTY OF San Joaquin) SS.

On this 19th day of April, 1990, before me, the undersigned Notary Public for the State of California, personally appeared MARY SILVEIRA, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledges to me that he executed the same.



Cheryl L. McGregor
NOTARY PUBLIC FOR THE
STATE OF CALIFORNIA

90051397

Dated: 4-27-1990

Laverne Avila
LAVERNE AVILA
Co-Executor for the
Estate of EDWARD AVILA

STATE OF CALIFORNIA)
COUNTY OF San Joaquin) SS.

On this 27 day of April, 1990, before me, the undersigned Notary Public for the State of California, personally appeared LAVERNE AVILA, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledges to me that he executed the same.



Idella Mae Reed
NOTARY PUBLIC FOR THE
STATE OF CALIFORNIA

Dated: 4/27/90

Manuel Mendonca
MANUEL MENDONCA
Co-Executor for the
Estate of EDWARD AVILA

STATE OF CALIFORNIA)
COUNTY OF San Joaquin) SS.

On this 27 day of April, 1990, before me, the undersigned Notary Public for the State of California, personally appeared MANUEL MENDONCA, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledges to me that he executed the same.



Idella Mae Reed
NOTARY PUBLIC FOR THE
STATE OF CALIFORNIA.

Dated: 4/27/90

ALTMAN, COLLINS & GROSS

by Carl W. Collins
CARL W. COLLINS
Attorney for DONALD &
MARY SILVEIRA

Dated: 4/26/90

COOPER & SHAFER
by Mike K. Nakagawa
MIKE K. NAKAGAWA
Attorney for the
Estate of AVILA

90051397

DESCRIPTION

The land herein referred to is described as follows:

THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF SECTIONS 6 AND 7, TOWNSHIP 1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BOLT LOCATED AT THE WESTERLY INTERSECTION OF THE CENTERLINES OF ROBERTS ROAD AND HOWARD ROAD, THENCE ALONG THE CENTERLINE OF HOWARD ROAD NORTH 89 DEGREES, 52' 00" WEST, 4321.97 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, THENCE LEAVING SAID CENTERLINE SOUTH 2 DEGREES, 30' 00" WEST, 2780.00 FEET TO A 3/4" DIAMETER IRON PIPE IN CENTERLINE OF CROSS LEVEE, THENCE NORTH 89 DEGREES, 59' WEST, 1852 FEET ALONG SAID CENTERLINE OF CROSS LEVEE, THENCE NORTH 82 DEGREES, 10' WEST, 112 FEET ALONG SAID CENTERLINE OF CROSS LEVEE, THENCE NORTH 74 DEGREES, 04' WEST, 117 FEET ALONG SAID CENTERLINE OF CROSS LEVEE, THENCE NORTH 66 DEGREES, 43' WEST, 931.7 FEET ALONG SAID CENTERLINE OF CROSS LEVEE TO THE CENTERLINE OF CROCKER ROAD, THENCE ALONG THE CENTERLINE OF SAID CROCKER ROAD NORTH 0 DEGREES, 14' WEST, 2369 FEET, TO THE CENTERLINE OF HOWARD ROAD, THENCE ALONG THE CENTERLINE OF HOWARD ROAD SOUTH 89 DEGREES, 52' EAST, 2821 FEET TO THE POINT OF BEGINNING.

NOTE: SAID PROPERTY IS ALSO SHOWN UPON RECORD OF SURVEY RECORDED MAY 8, 1990 IN BOOK 31 OF SURVEYS, PAGE 38, SAN JOAQUIN COUNTY RECORDS.

Silveira to Dunkel
IN-91117374
12/03/1991

91117374

SAN JOAQUIN COUNTY-
RECORDER'S OFFICE
JAMES M. JOHNSTONE

3

91 DEC 13 AM 8:00

RECORDED AT REQUEST OF
CENTRAL VALLEY TITLE CO

RECORDING REQUESTED BY
CENTRAL VALLEY TITLE COMPANY

And When Recorded Mail This Deed and,
Unless Otherwise Shown Below, Mail Tax
Statements To:

NAME [Mark & Valla-Marie Dunkel
STREET ADDRESS [P.O. Box 996
CITY [Tracy, Ca. 95376
STATE [
ZIP [

Title Order No. _____ Escrow No. 33553 JM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$ 143.00
XX COMPUTED ON FULL VALUE OF PROPERTY CONVEYED.
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE.

10-1

As declared by the Undersigned

Signature of Document or Agent determining tax. Firm Name

APN #161-090-03

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

DONALD R. SILVEIRA and MARY SILVEIRA, Husband and Wife

hereby GRANT(S) to

MARK DUNKEL and VALLA-MARIE DUNKEL, Husband and Wife, as Joint Tenants

the following described real property in the
county of San Joaquin, state of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION

DOCUMENTARY TRANSFER TAX
COUNTY 143.00
CITY 0

Dated: October 17, 1991
STATE OF CALIFORNIA,
COUNTY OF San Joaquin } ss.

On this 22nd day of October, in the year
1991, before me, the undersigned, a Notary Public in
and for said County and State, personally appeared
Donald R. Silveira

personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person whose name
is subscribed to the within instrument and
acknowledged that he executed the
same.

Signature [Lora Whittier]
Name (Typed or Printed)
Notary Public in and for said County and State

[Signature of Donald R. Silveira]
DONALD R. SILVEIRA
[Signature of Mary Silveira]
MARY SILVEIRA



(Space above for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Name Street Address City & State

25 X 17

CENTRAL VALLEY TITLE COMPANY
INDIVIDUAL
Step 1

STATE OF CALIFORNIA
COUNTY OF San Joaquin } SS
On this 24th day of October, in the year
1991, before me, the undersigned, a Notary Public in
and for said County and State, personally appeared
Mary silveira

personally ~~known~~ proved to me on the basis of satisfactory
evidence) to be the person whose name
is subscribed to the within instrument and
acknowledged that she executed the
same.

Signature Lora Whittier
Name (Typed or Printed)
Lora Whittier
Notary Public in and for said County and State



FOR NOTARY SEAL OR STAMP

91117374

25X

91117374

Order No: 33553

EXHIBIT "A"

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

Lot Nine (9), as shown upon Map entitled, SUBDIVISION OF WILHOIT-DOUGLAS TRACT, filed for record October 2, 1911 in Volume 5 of Maps and Plats, page 40, San Joaquin County Records.

SAVING AND EXCEPTING THEREFROM that certain tract containing 1.50 acres, more or less, as conveyed by M. Pardini and Giovanna Pardini, his wife, to L.W. Moran, by Deed dated June 13, 1935, recorded July 11, 1935 in Volume 500 of Official Records, page 466, San Joaquin County Records.

ALSO SAVE AND EXCEPT 0.50 of an acre, more or less, as conveyed to Roberts Union Farm Center Incorporated, a corporation by Deed dated March 23, 1936, recorded April 7, 1936 in Volume 533 of Official Records, page 190, San Joaquin County Records.

ALSO EXCEPT 0.435 acres, as described in Deed to Roberts Union Farm Center, dated August 30, 1946, recorded August 14, 1947 in Volume 1072 of Official Records, page 130, San Joaquin County Records.

ALSO EXCEPT 1.095 acres, as described in Deed to Frank W. Avila, dated April 30, 1946, recorded August 14, 1947 in Volume 1066 of Official Records, page 463, San Joaquin County Records.

ALSO EXCEPTING THEREFROM an undivided 1/2 interest of, in and to the minerals of every kind and nature, including without limitation, gas, oil and other hydrocarbon substances in and under said land as described in Deeds to Aya Tsugawa, recorded December 28, 1962 in Book 2638, page 115 and Book 2638, page 117, San Joaquin County Records.

ALSO EXCEPT THEREFROM all of the remaining interest in and to the minerals of every kind and nature, including without limitation, gas, oil, and other hydrocarbon substances in and under said land, together with the right of unobstructed ingress and egress over and on any and all of the premises for the purpose of exploring for and recovering of minerals including in particular but not limited to oils and gases, as reserved in Deed recorded May 29, 1990, Instrument No. 90052531, San Joaquin County Records.