

Recording Requested By
First American Title Company

DOC # 2002-329729

05/14/2002 08:00A Fee:42.00

Page 1 of 8 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:

FIRST AMERICAN TITLE
INSURANCE COMPANY
3625 14th Street
Riverside, California 92502
Attn: Debbie Bellinger

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(Space Above for Recorder's Use)

MAIL TAX STATEMENTS TO:

Kohl's Department Stores, Inc.
N56 W17000 Ridgewood Drive
Menomonee Falls, Wisconsin 53051
Attention: Chairman

THE UNDERSIGNED DECLARES
DOCUMENTARY TRANSFER TAX OF

\$ PURSUANT TO REVENUE AND TAXATION CODE 11932

COMPUTED ON THE FULL VALUE OF THE
PROPERTY CONVEYED

CITY OF RIVERSIDE

A.P. No.: _____

TRA-009-071

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ORANGECREST HILLS, L.P., a Washington limited partnership ("Grantor"), hereby grants subject to certain express conditions stated herein to KOHL'S DEPARTMENT STORES, INC., a Delaware corporation ("Grantee"), real property ("Property") in the City and County of Riverside, California, described as follows:

PARCEL ONE:

Parcel 1 of Parcel Map No. 30369 on file in Book 201, Pages 78 and 79 of Parcel Maps, records of Riverside County, California.

Excepting therefrom 51 percent of the oil, gas, hydrocarbon and mineral substances underlying said land below 500 feet from the surface of the same, without the right of surface entry as reserved by Mary H. Trautwein, et al, in deed recorded April 29, 1963 as Instrument No. 42998 of Official Records of Riverside County, California.

EXCEPTING AND RESERVING UNTO GRANTOR, its successors or assigns, together with the right to grant and transfer all or a portion of the same, as follows:

- a. All previously unreserved minerals, oil, gas, petroleum, and other hydrocarbon substances in or under or which may be produced from said Property which underlies a plane parallel to and five hundred feet (500') below the present surface of said Property for the purpose of prospecting for, the exploration, development, production, extraction and taking of said minerals, oil, gas, petroleum, and other hydrocarbon substances from said Property but without the right to enter upon the surface or any portion thereof above said plane parallel to and five hundred feet (500') below the present surface of the said Property for any purpose whatsoever.
- b. Easements for access, ingress, egress, maintenance, repair and for other purposes all as described in the Operation and Easement Agreement to be recorded in Official Records of Riverside County, California immediately following this Grant Deed (the "OEA").

PARCEL TWO:

Nonexclusive easements for access, ingress, egress, maintenance, repair and for other purposes, all as described in the OEA.

SUBJECT TO:

1. Nondelinquent general, special and supplemental real property taxes and assessments which are a lien not yet payable.
2. Covenants, conditions, restrictions, easements, reservations, rights, rights-of-way and other matters of record or discoverable by inspection or survey, including without limitation the OEA.
3. The following covenants, conditions and restrictions:

3.1. Covenants Appurtenant. The covenants, conditions and restrictions contained in this Grant Deed are made for the benefit of Grantor and the real property owned by Grantor located near the Property and described on Exhibit "1" (the "Benefited Properties") attached hereto and incorporated herein by this reference, and impose a burden on the Property, and upon Grantee, its lessees, mortgagees, successors and assigns. Grantee, by acceptance and recordation of this Grant Deed, expressly accepts, covenants and agrees, on behalf of itself, its lessees, mortgagees, successors and assigns, to be bound by, and to assume performance of, all of the provisions and requirements set forth in this Grant Deed and the OEA to be performed by Grantee, all of which provisions and requirements are acknowledged to be reasonable. Every person or entity which now or hereafter acquires any right, title, estate or interest in the Property shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein and the OEA to be performed by Grantee, whether or not reference to these restrictions is contained in the instrument by which such person or entity acquired an interest in the Property. All such covenants, conditions and restrictions shall run with the land; shall be binding upon and inure to the benefit of Grantor,

Grantee and any person or entity having or acquiring any interest in any portion of the Property and the Benefited Properties; shall be binding upon and inure to the benefit of the Property and the Benefited Properties, any portion thereof or interest therein.

3.2. Mortgagees. A breach of any of the covenants, conditions or restrictions herein shall not defeat nor render invalid the lien or charge of any mortgage or deed of trust made in good faith and for value covering the Property or any part thereof; however, such covenants, conditions and restrictions shall be binding upon and effective against any new owner of the Property, or any portion thereof, whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

3.3. Severability. Invalidation of any provision contained herein by judgment of court or otherwise shall in no way affect any of the other provisions, which shall remain in full force and effect.

ENFORCEMENT

Grantor shall have the right to enforce the covenants, conditions and restrictions contained in this Grant Deed notwithstanding any transfer of the Benefited Properties or any portion thereof.

[SIGNATURES ON FOLLOWING PAGE]



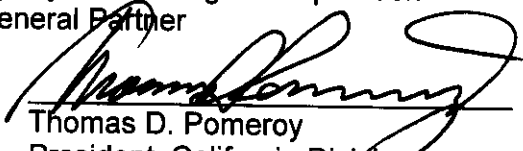
[SIGNATURE PAGE TO GRANT DEED]

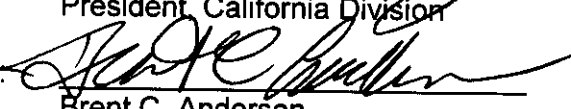
2002.

Grantor has caused this Grant Deed to be duly executed on JUNE 13,

ORANGECREST HILLS, L.P., a Washington limited partnership

By: CSW Development & Construction Company, a Washington corporation
Its General Partner

By: 
Thomas D. Pomeroy
President, California Division

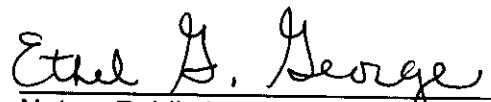
By: 
Brent C. Anderson
Senior Vice President Finance,
California Division

"Grantor"

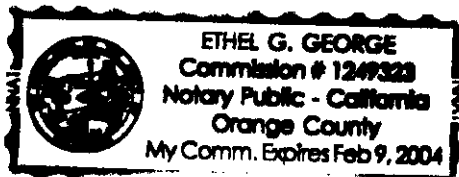
STATE OF CALIFORNIA)
ORANGE) ss.
COUNTY OF LOS ANGELES)

On June 13, 2002, before me, Ethel G. George,
personally appeared THOMAS D. POMEROY and BRENT C. ANDERSON,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) (is) (are) subscribed to the within instrument and acknowledged to
me that (he) (she) (they) executed the same in (his) (her) (their) authorized capacity(ies), and
that by (his) (her) (their) signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public in and for said State

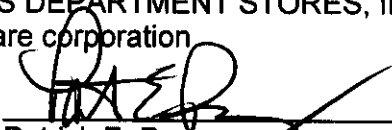
(SEAL)



GRANTEE HEREBY ACCEPTS THIS GRANT DEED.

KOHL'S DEPARTMENT STORES, INC., a
Delaware corporation

By:


Patrick E. Peery

Its: Senior Vice President of Real Estate

"Grantee"

STATE OF WISCONSIN

COUNTY OF WAUKESHA

)
) ss.
)



On June 11th, 2002 before me, Kristine E. Thimmesch,
personally appeared PATRICK E. PEERY, 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 to me that (he) (she) executed the same in (his) (her) authorized
capacity, and that by (his) (her) signature on the instrument the person, or the entity upon behalf
of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public in and for said State
My Commission expires 7-6-2003

(SEAL)



EXHIBIT 1
LEGAL DESCRIPTION OF BENEFITED PROPERTIES

All that certain real property located in the City and County of Riverside, State of California, described as follows:

Parcels 2 through 7, inclusive, of Parcel Map No. 30369 on file in Book 201, Pages 78 and 79 of Parcel Maps, records of Riverside County, California.

Excepting therefrom 51 percent of the oil, gas, hydrocarbon and mineral substances underlying said land below 500 feet from the surface of the same, without the right of surface entry as reserved by Mary H. Trautwein, et al, in deed recorded April 29, 1963 as Instrument No. 42998 of Official Records of Riverside County, California.

