



**COUNTY OF SAN DIEGO**  
**DEPARTMENT OF PLANNING AND LAND USE: Zoning**  
**EVIDENCE OF LEGAL PARCEL**

*Please attach this sheet to application forms submitted to the Department of Planning and Land Use (DPLU).*

Applicant's name Rugged Solar LLC Telephone 858-638-0984  
 Mailing address 4250 Executive Square, Suite 770  
 City San Diego State CA Zip 92037 email: patrick.brown@soitec.com

You are required to supply documentation that this property constitutes a legal parcel before the County can accept an application for a discretionary permit. See Policy G-3.

This form and associated evidence will be reviewed by DPLU upon submittal of your application. A request for a Certificate of Compliance must be filed concurrently or in advance of this application if the evidence presented is insufficient to determine this parcel as being a legal lot or if determination will require substantial research.

If it is determined that the parcel is not a legal lot, or that the Covenants of Improvements have not been released, no permit or other approval may be granted until corrective action has been completed.

**For Administrative Permit, Site Plan, Use Permit or Variance applications (including modifications or minor deviations), a complete legal description of all subject lots is required. Attach a separate sheet if necessary or use the reverse side of this form.**

Assessor's Parcel Number see attached sheet AND Title reports for Deeds.

Signature of Applicant *Clark Crawford*  
 Rugged Solar LLC  
 By: Soitec Solar Development LLC  
 Clark Crawford, Attorney in Fact

<b>FOR DEPARTMENT USE ONLY</b>		
This parcel is a legal parcel as evidenced by <u>DOCUMENTS</u>		
<u>Included for legal</u>		
<small>(Enter map and parcel number, case number, file page number and date, etc., used to arrive at this decision.)</small>		
Determination of legal parcel must be made by Project Planner in relation to _____		
_____ in process at this time.		
<small>TPM, B/A or CC</small>		
_____	_____	_____
<small>Signature</small>	<small>Title</small>	<small>Date</small>

**SDC DPLU RCVD 05-15-12**



DPLU-320 (12/09)

**P12-007**

Legal Description

SDC DPLU RCVD 05-15-12

**P12-007**

**PROJECT LEGAL DESCRIPTION**

The Project Legal Description is described as that real property located in the unincorporated area of the County of San Diego, State of California and is further described as follows:

Owner: **Frankie R. Thibodeau 2011 Trust**  
APN: 611-091-07, 612-030-19-00 AND 612-030-01-00

Real property in the unincorporated area of the County of San Diego, State of California, described as follows:

**PARCEL A:**

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, ALL IN TOWNSHIP 17, SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

**PARCEL B:**

AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTHERLY 30 FEET OF PARCEL 3 OF PARCEL MAP NO. 2990, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

**PARCEL C:**

AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR ROAD AND PUBLIC UTILITIES OVER, UNDER, ALONG AND ACROSS THE NORTHERLY 30.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

**PARCEL D:**

AN EASEMENT FOR ROAD PURPOSES OVER THE SOUTHERLY 30 FEET OF PARCEL 2 OF PARCEL MAP 2990, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

**PARCEL E:**

AND EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR ROAD AND PUBLIC UTILITIES OVER, UNDER, ALONG AND ACROSS THE NORTHERLY 30.00 FEET OF THE WESTERLY 60.00 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, AND THE SOUTHERLY 30.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 17 SOUTH RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

Owner: **Vista Oaks Business Park, L.P.**  
APN: 611-090-04-00, 611-091-03-00, 611-090-02-00, 611-060-04-00, 611-091-09-00

ALL THAT CERTAIN real estate lying and being situated in San Diego County, California being more particularly bounded and described as follows:

PARCEL 1:

PARCEL A OF THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 9, 2011 AS INSTRUMENT NO. 2001-0076862 OF OFFICIAL RECORDS, AND DESCRIBED THEREIN AS FOLLOWS:

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 8; AND THE EAST HALF OF THE NORTHWEST QUARTER; AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; AND THE SOUTH HALF OF THE NORTHEAST QUARTER AND A SIXTY (60) FOOT STRIP ALONG THE ENTIRE LENGTH OF THE NORTHERLY BOUNDARY OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 17, ALL IN TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY.

PARCEL 2:

AN APPURTENANT EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS, ROAD AND PUBLIC UTILITY PURPOSES, OVER UNDER, ALONG AND ACROSS THE NORTHERLY 30 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER SECTION 17, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY.

PARCEL 3:

EASEMENTS AND RIGHTS AS SET FORTH IN DOCUMENT ENTITLED "GRANT OF EASEMENT" RECORDED DECEMBER 11, 2007 AS INSTRUMENT NO. 2007-0764821, OFFICIAL RECORDS OF SAN DIEGO COUNTY.

Owner **Waterstone Support Foundation, Inc.**  
APN: 611-110-61

All that certain real property located in San Diego County, California, described as follows:

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO UNITED STATES GOVERNMENT SURVEY APPROVED SEPTEMBER 6, 1880.

Owner: **Harmony Grove Partners L.P**  
APN: 611-100-02, 611-100-01

All that certain real property located in San Diego County, California, described as follows:

**PARCEL 1**

THE WEST HALF OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16 TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY APPROVED SEPTEMBER 6, 1880.

**PARCEL 2:**

THE WEST HALF OF THE NORTHWEST QUARTER AND THE SOTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16 TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY.

EXCEPTING THEREFROM ALL OIL, GAS, OL SHALE, COAL, PHOSPHATE, SODIUM, GOLD, SILVER AND ALL OTHER MINERAL DEPOSITS CONTAINED IN SAID LANDS AND FURTHER EXCEPTING THEREFORM THE RIGHT TO DRILL FOR AND EXTRACT SUCH DEPOSITS OF OIL AND GAS, OR GAS, AND TO OCCUPY AND USE SO MUCH OF THE SURFACE OF SAID LANDS AS MAY BE REQUIRED THEREFOR, UPON COMPLIANCE WITH THE CONDITIONS AND SUBJECT TO THE PROVISIONS AND LIMITATIONS OF CHAPTER 5, PART I, DIVISION 6 OF THE PUBLIC RESOURCES CODE, AS RESERVED BY THE STATE OF CALIFORNIA BY DOCUMENT RECORDED JULY 5, 1957 IN BOOK 6651, PAGES 54 AND 55 OF OFFICIAL RECORDS.



**First American Title Insurance Company  
National Commercial Services**

**4380 La Jolla Village Dr., Suite 110  
San Diego, CA 92122**

November 04, 2011

Brison R. Ellinghaus  
Cushman & Wakefield of San Diego, Inc  
4250 Executive Square, Suite 770  
La Jolla, CA 92037

Phone:

Fax:

Customer Reference: Thibodeaux

Title Officer: Roy Provence  
Phone: (858)410-3900  
Fax No.: (877)461-2094  
E-Mail: rprovence@firstam.com

Buyer:

Property: 39990 Roadrunner Lane, San Diego, CA

**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 October 28, 2011 at 7:30 A.M.

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

TO BE DETERMINED

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:

FRANKIE R. THIBODEAU, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

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

A Fee, as to Parcel A ;  
An Easement, as to Parcel(s) B, C, D, and E

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:

- 1. General and special taxes and assessments for the fiscal year 2011-2012.
  - First Installment: \$ 1,733.73, DUE
  - Penalty: \$ 0.00
  - Second Installment: \$ 1,733.73, PAYABLE
  - Penalty: \$ 0.00
  - Tax Rate Area: 91051
  - A. P. No.: 611-091-07-00
  
- 2. General and special taxes and assessments for the fiscal year 2011-2012.
  - First Installment: \$ 111.31, DUE
  - Penalty: \$ 0.00
  - Second Installment: \$ 111.31, OPEN
  - Penalty: \$ 0.00
  - Tax Rate Area: 91051
  - A. P. No.: 612-030-19-00

3. General and special taxes and assessments for the fiscal year 2011-2012.  
First Installment: \$ 111.28, DUE  
Penalty: \$ 0.00  
Second Installment: \$ 111.28, OPEN  
Penalty: \$ 0.00  
Tax Rate Area: 91051  
A. P. No.: 612-030-01-00
4. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
5. Water rights, claims or title to water, whether or not shown by the public records.
6. Intentionally deleted
7. An easement for ingress and egress for road, public utilities and incidental purposes, recorded JANUARY 19, 1978 as Instrument No. 78-023720 of Official Records.  
In Favor of: Thomas R. Casinger, et al  
Affects: as described therein
8. An easement for public utilities, ingress and egress and incidental purposes, recorded FEBRUARY 14, 1984 as Instrument No. 84-054984 of Official Records.  
In Favor of: The Pacific Telephone and Telegraph Company  
Affects: as described therein
9. An easement for public utilities, ingress and egress and incidental purposes, recorded JUNE 17, 1987 as Instrument No. 87-336933 of Official Records.  
In Favor of: San Diego Gas and Electric Company  
Affects: as described therein
10. A deed of trust to secure an original indebtedness of \$30,000.00 recorded MARCH 20, 1989 as Instrument No. 89-139654 of Official Records.  
  
Dated: MARCH 18, 1989  
Trustor: Lawrence W. Sweeney, Trustee and Frankie R. Smith, Trustee of Trust dated  
  
Trustee: Chicago Title Company, a California Corporation  
Beneficiary: Cliff Harmon and Jerri Harmon, husband and wife, as joint tenants
11. An easement for public utilities, ingress and egress and incidental purposes, recorded AUGUST 25, 1992 as Instrument No. 92-0536946 of Official Records.  
In Favor of: San Diego Gas and Electric Company  
Affects: as described therein
12. The terms and provisions contained in the document entitled "Agreement Regarding Farm Employee Housing" recorded JANUARY 31, 1994 as Instrument No. 94-0069583 of Official Records.

13. A deed of trust to secure an original indebtedness of \$50,000.00 recorded DECEMBER 12, 2007 as Instrument No. 07-0769084 of Official Records.

Dated: DECEMBER 04, 2007  
Trustor: Frankie R. Smith, a widow  
Trustee: First American Title Insurance Company, a California Corporation  
Beneficiary: Diane Ang and Janin Ang

14. A deed of trust to secure an original indebtedness of \$320,000.00 recorded APRIL 23, 2009 as Instrument No. 09-0208345 of Official Records.

Dated: April 17, 2009  
Trustor: Wayne L. Thibodeau and Frankie R. Thibodeau, husband and wife as joint tenants  
Trustee: Fidelity National Title Insurance Company  
Beneficiary: Wells Fargo Bank, N.A.

15. The effect of a deed executed by Frankie R. Thibodeau, a married woman as her sole and separate property to The Frankie R. Thibodeau 2011 Trust, recorded AUGUST 25, 2011 as Instrument No. 11-0439787 of Official Records .

The grantee/one of the grantees named in the deed does not appear to be an entity capable of acquiring title to real property.

16. Rights of parties in possession.

**INFORMATIONAL NOTES**

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) SINGLE FAMILY RESIDENCE known as 39990 ROADRUNNER LANE, SAN DIEGO, CA.  
  
(Affects APN: 611-091-07-00)
2. The property covered by this report is vacant land.  
  
(Affects APN'S: 612-030-19-00, 612-030-01-00)
3. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:  
  
A document recorded JULY 12, 2011 as INSTRUMENT NO. 11-0351448 of Official Records.  
From: Wayne L. Thibodeau  
To: Frankie R. Thibodeau  
  
A document recorded AUGUST 25, 2011 as INSTRUMENT NO. 11-0439787 of Official Records.  
From: Frankie R. Thibodeau, a married woman as her sole and separate property  
To: The Frankie R. Thibodeau 2011 Trust
4. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.
5. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:
  - A. WITH RESPECT TO A CORPORATION:
    1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
    2. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
    3. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
  - B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:
    1. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
    2. A full copy of the partnership agreement and any amendments;
    3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the

- contemplated transaction;
4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:
1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
  2. A full copy of the partnership agreement and any amendment;
  3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
  4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- D. WITH RESPECT TO A GENERAL PARTNERSHIP:
1. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-1), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
  2. A full copy of the partnership agreement and any amendments;
  3. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.
- E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:
1. A copy of its operating agreement and any amendments thereto;
  2. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
  3. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
  4. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
    - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
    - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
  5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- F. WITH RESPECT TO A TRUST:
1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
  2. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
  3. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.
- G. WITH RESPECT TO INDIVIDUALS:

1. A statement of information.

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.

*\*\*\*\*\*To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.\*\*\*\*\**

## LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Diego, State of California, described as follows:

PARCEL A:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, ALL IN TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTHERLY 30 FEET OF PARCEL 3 OF PARCEL MAP NO. 2990, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

PARCEL C:

AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR ROAD AND PUBLIC UTILITIES OVER, UNDER, ALONG AND ACROSS THE NORTHERLY 30.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

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PARCEL E:

AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR ROAD AND PUBLIC UTILITIES OVER, UNDER, ALONG AND ACROSS THE NORTHERLY 30.00 FEET OF THE WESTERLY 60.00 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, AND THE SOUTHERLY 30.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 17 SOUTH RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

APN: 611-091-07-00, 612-030-19-00 and 612-030-01-00

**The First American Corporation**  
First American Title Company  
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](http://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 - 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.













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THE ORIGINAL OF THIS DOCUMENT  
WAS RECORDED ON FEB 15, 2012  
DOCUMENT NUMBER 2012-0086313  
Ernest J. Dronenburg, Jr., COUNTY RECORDER  
SAN DIEGO COUNTY RECORDER'S OFFICE  
TIME: 8:00 AM

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Frankie Thibodeau  
39990 Roadrunner Lane  
Boulevard, CA 91950

RE: FRANKIE THIBODEAU  
2011 TRUST

SPACE ABOVE FOR RECORDER'S USE

**RECORDING COVER**

**GRANT DEED**

This **CORRECTIVE GRANT DEED** is being recorded to correct a scrivener's error.  
Grantee's vesting did not include the name of the Trustee

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Frankie Thibodeau  
39990 Roadrunner Lane  
Boulevard, CA 91950

RE: FRANKIE THIBODEAU 2011 TRUST

SPACE ABOVE FOR RECORDER'S USE

File No.: NCS-512637-NRG

A.P.N.: 612-030-01 and 611-0917-00  
and 612-030-19-00 and 611-091-07-00

The Undersigned Grantor(s) Declare(s):  
Exempt from transfer tax; Reason:

DOCUMENTARY TRANSFER TAX \$ 0.00; CITY TRANSFER TAX \$: 0.00

This conveyance transfers Grantor's interest into her revocable trust and is  
EXEMPT FROM THE imposition of the Documentary Transfer Tax pursuant to §  
1190 of the Revenue and Taxation Code.

### GRANT DEED

**This CORRECTIVE DEED is hereby being recorded to correct a previously recorded deed dated July 27, 2011 which recorded on August 25, 2011 as Document 011-0439787 in the Official Records of San Diego County, California**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
FRANKIE R. THIBODEAU, a married woman as her sole and separate property

hereby GRANT(s) to **FRANKIE R. THIBODEAU, TRUSTEE OF THE FRANKIE R.  
THIBODEAU 2011 TRUST**

the following described property in the City of San Diego, County of San Diego, State of  
California:

**SEE EXHIBIT A attached hereto and incorporated herein.**

**GRANTOR:**

Dated: 2-11-12

  
Frankie R. Thibodeau

MAIL TAX STATEMENTS TO: Same as above

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**PARCEL A:**

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, ALL IN TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

**PARCEL B:**

AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTHERLY 30 FEET OF PARCEL 3 OF PARCEL MAP NO. 2990, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

**PARCEL C:**

AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR ROAD AND PUBLIC UTILITIES OVER, UNDER, ALONG AND ACROSS THE NORTHERLY 30.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

**PARCEL D:**

AN EASEMENT FOR ROAD PURPOSES OVER THE SOUTHERLY 30 FEET OF PARCEL 2 OF PARCEL MAP 2990, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

**PARCEL E:**

AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR ROAD AND PUBLIC UTILITIES OVER, UNDER, ALONG AND ACROSS THE NORTHERLY 30.00 FEET OF THE WESTERLY 60.00 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, AND THE SOUTHERLY 30.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 17 SOUTH RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

State of California )  
 )ss.  
County of San Diego )

On February 10, 2012 before me, Frankie R. Thibodeau, Notary Public, personally appeared FRANKIE R. THIBODEAU who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sharon K. Nardozza

(Seal)





DOC # 2011-0439787



RECORDING REQUESTED BY

Austin Legal Group, APC

AND WHEN RECORDED MAIL TO:

FRANKIE R. THIBODEAU  
39990 ROADRUNNER LANE  
BOULEVARD, CA 91905

8848

AUG 25, 2011 1:00 PM

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
Ernest J. Dronenburg, Jr., COUNTY RECORDER  
FEES: 29.00  
OC: OC

PAGES: 2



*Handwritten notes:*  
TG  
2P  
WF  
10M

GRANT DEED

APN: 611-091-07-00  
612-030-01-00  
612-030-19-00

DOCUMENTARY TRANSFER TAX \$	<u>0</u>
EXEMPTION (R&T CODE)	
EXPLANATION	<u>TRANSFER TO TRUST</u>
<i>[Signature]</i>	
Signature of Declarant or Agent determining tax	

The undersigned grantor declares:

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

FRANKIE R. THIBODEAU, a married woman as her sole and separate property ("Grantor")

hereby grants to

The FRANKIE R. THIBODEAU 2011 TRUST

the following described real property in the situated in the City of Boulevard, County of San Diego, State of California, more fully described in exhibit "A" attached hereto and made a part hereof.

Dated: 07-27-2011

*[Signature]*  
Frankie R. Thibodeau

State of California

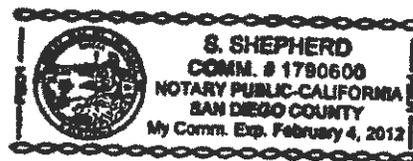
County of San Diego) ss.

On July 27, 2011 before me, S. Shepherd Notary Public personally appeared Frankie R. Thibodeau, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

*[Signature]*



**GREAT WESTERN** **LEGAL DESCRIPTION ATTACHMENT**

LOAN NUMBER: 1-728428-6

SCHEDULE "A"

**PARCEL 1:**

The South Half of the Southeast Quarter of Section 17, the Northeast Quarter of the Northeast Quarter of Section 20 and the Northwest Quarter of the Northwest Quarter of Section 21, all in Township 17 South, Range 7 East, San Bernardino Meridian, in the County of San Diego, State of California, according to Official Plat thereof.

**PARCEL 2:**

An easement for ingress and egress over the Northerly 30 feet of Parcel 3 of Parcel Map No. 2990, in the County of San Diego, State of California, filed in the Office of the County Recorder of San Diego County.

**PARCEL 3:**

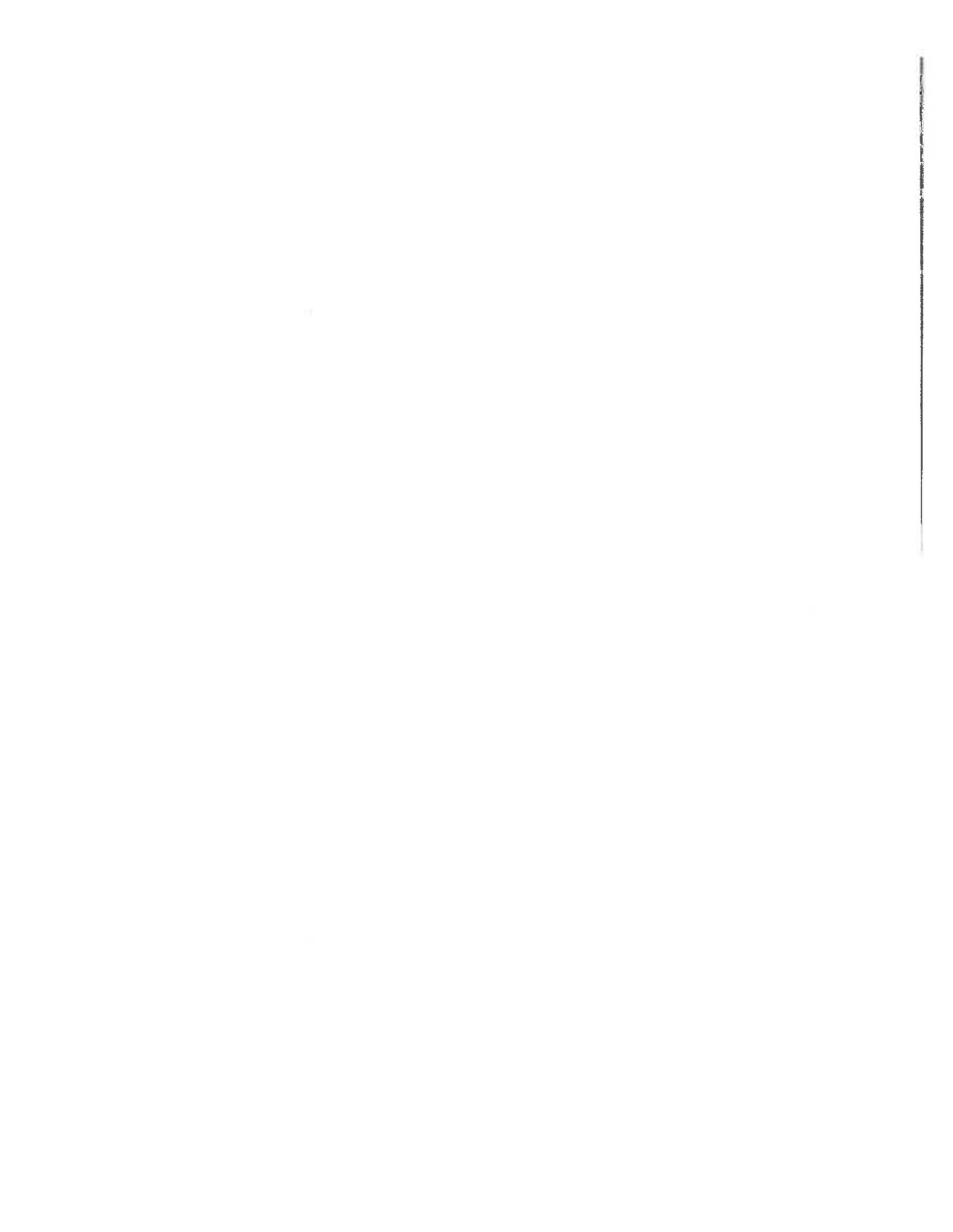
An easement and right of way for ingress and egress for road and public utilities over, under, along and across the Northerly 30.00 feet of the East Half of the Northwest Quarter of Section 20, Township 17 South, Range 7 East, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof.

**PARCEL 4:**

An easement for road purposes over the Southerly 30 feet of Parcel 2 of Parcel Map 2990, in the County of San Diego, State of California, on file in the Office of the County Recorder of San Diego County.

**PARCEL 5:**

An easement and right of way for ingress and egress for road and public utilities over, under, along and across the Northerly 30.00 feet of the Westerly 60.00 feet of the West Half of the Northeast Quarter of Section 20, and the Southerly 30.00 feet of the Southeast Quarter of the Southwest Quarter of Section 17, Township 17 South, Range 7 East, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof.



Recording requested by:

And when recorded, mail this deed and tax statements to:

FRANKIE R. THIBODEAU  
39990 ROADRUNNER LANE  
BOULEVARD, CA. 91905

to  
22  
1007

DOC # 2011-0351448



JUL 12, 2011 11:17 AM

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
Ernest J. Dronenburg, Jr., COUNTY RECORDER  
FEES: 29.00  
OC: OC

7676

PAGES: 2



GRANT DEED

APN: 611 091 07 00

612-030-01-00  
612-030-19-00

DOCUMENTARY TRANSFER TAX \$ 0  
EXEMPTION (R&T CODE) \_\_\_\_\_  
EXPLANATION FAMILY TRANSFER  
Spouse To Spouse  
Signature of Declarant or Agent determining tax

For a valuable consideration, receipt of which is hereby acknowledged,

WAYNE L. THIBODEAU

hereby grant(s) to

FRANKIE R. THIBODEAU

the following real property in the City of BOULEVARD, County of SAN DIEGO, California:

Date: 5/27/11

Wayne L. Thibodeau  
(Signature of declarant) Wayne L. Thibodeau

Date: \_\_\_\_\_

(Signature of declarant)

State of California

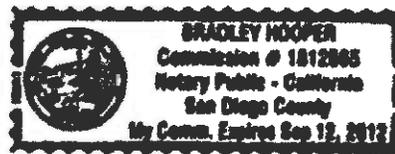
County of San Diego

On May 27, 2011, before me, Bradley Hooper, Notary Public, personally appeared Wayne L. Thibodeau, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Bradley Hooper  
Signature of Notary  
Bradley Hooper, Notary Public



7677

**GREAT WESTERN** 

**LEGAL DESCRIPTION ATTACHMENT**

**LOAN NUMBER: 1-726428-6**

**SCHEDULE "A"**

**PARCEL 1:**

The South Half of the Southeast Quarter of Section 17, the Northeast Quarter of the Northeast Quarter of Section 20 and the Northwest Quarter of the Northwest Quarter of Section 21, all in Township 17 South, Range 7 East, San Bernardino Meridian, in the County of San Diego, State of California, according to Official Plat thereof.

**PARCEL 2:**

An easement for ingress and egress over the Northerly 30 feet of Parcel 3 of Parcel Map No. 2990, in the County of San Diego, State of California, filed in the Office of the County Recorder of San Diego County.

**PARCEL 3:**

An easement and right of way for ingress and egress for road and public utilities over, under, along and across the Northerly 30.00 feet of the East Half of the Northwest Quarter of Section 20, Township 17 South, Range 7 East, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof.

**PARCEL 4:**

An easement for road purposes over the Southerly 30 feet of Parcel 2 of Parcel Map 2990, in the County of San Diego, State of California, on file in the Office of the County Recorder of San Diego County.

**PARCEL 5:**

An easement and right of way for ingress and egress for road and public utilities over, under, along and across the Northerly 30.00 feet of the Westerly 60.00 feet of the West Half of the Northeast Quarter of Section 20, and the Southerly 30.00 feet of the Southeast Quarter of the Southwest Quarter of Section 17, Township 17 South, Range 7 East, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof.



RECORDING REQUESTED BY  
WINFIELD TITLE, INC.

AND WHEN RECORDED MAIL THIS DEED AND, UN-  
LESS OTHERWISE SHOWN BELOW, MAIL TAX STATE-  
MENTS TO

NAME [ Harry P. & Lois H. Tyler ]  
STREET ADDRESS [ 567 W. 5th St. ]  
CITY, STATE ZIP [ San Pedro, CA 90731 ]

78-023720

FILE/PAGE NO. \_\_\_\_\_  
BOOK 1978  
RECORDED REQUEST OF  
WINFIELD TITLE INC.

JAN 19 8:00 AM '78

CLERK OF RECORDS  
SAN DIEGO COUNTY, CALIF.  
HARLEY F. BLOOM  
RECORDER

Title Order No. 12-1731 ... Escrow No. 42-107 ...  
Tax Roll Parcel No. 612-091-07

This space for Recorder's use

# GRANT DEED

I declare that there is no  
consideration to be paid

THE UNDERSIGNED GRANTOR (S) DECLARE (S)

DOCUMENTARY TRANSFER TAX is \$ 0  
 computed on full value of property conveyed, or  
 computed on full value less value of liens or encumbrances remaining at time of sale, and  
 unincorporated area \_\_\_\_\_ City of \_\_\_\_\_

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

LAWRENCE W. SWEENEY,

hereby GRANT (S) to

See Exhibit "A" attached hereto and made a part hereof.

the following described real property in the unincorporated area  
County of San Diego State of California:

An easement and right of way for ingress and for egress for  
road and public utilities over, under, along and across the  
Southerly 30.00 feet of the Westerly 60.00 feet of the South  
Half of the Southeast Quarter of Section 17, the Northeast  
Quarter of the Northeast Quarter of Section 21, all in Township  
17 South, Range 7 East, San Bernardino Meridian, according to  
Official Plat thereof.

Said easement and right of way is for the benefit of and  
appurtenant to the Northwest Quarter and the Northwest Quarter  
of the Northeast Quarter of Section 20, Township 17 South, Range  
7 East, also the Southwest Quarter and the Southwest of the  
Southeast Quarter of Section 17, Township 17 South, Range 7  
East, and shall inure to the benefit of and may be used by all  
persons who may hereafter become the owners of said property  
or any portions thereof.

Dated September 27, 1977

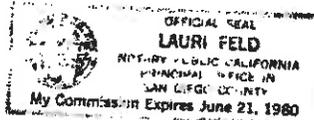
*Lawrence W. Sweeney*  
LAWRENCE W. SWEENEY

STATE OF CALIFORNIA  
COUNTY OF San Diego } ss.  
On October 10, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared

LAWRENCE W. SWEENEY

known to me to be the person (s) whose name (s) (are) subscribed  
in the within instrument and acknowledged that he (she) executed the same  
freely of his (her) mind and without any duress or fraud.

Signature *Laurel Feld*



(Space above for official notarial seal)

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

Name

Street Address

City & State

5-116

No 23720



EXHIBIT "A"

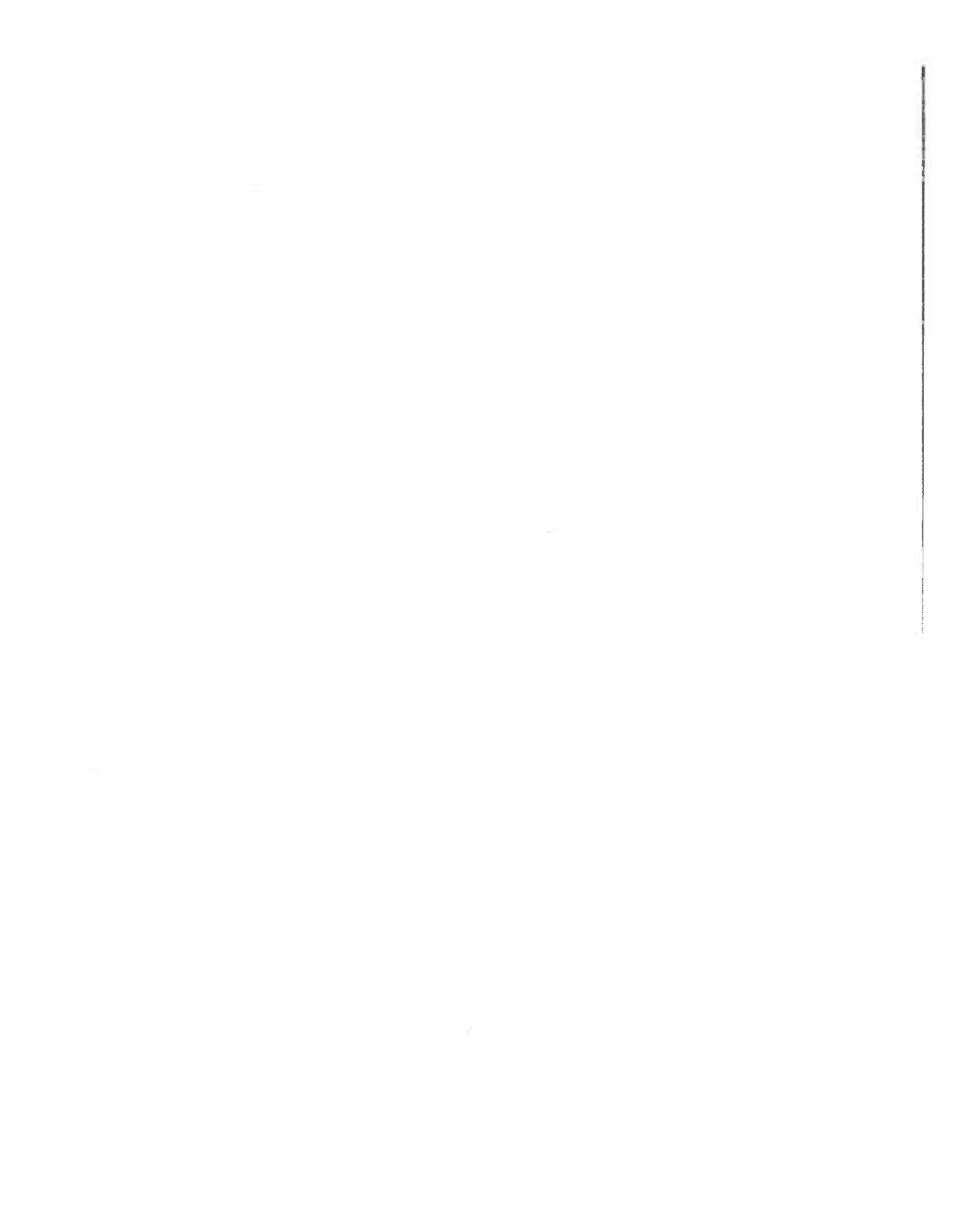
LAWRENCE W. SWEENEY, a married man as his sole and separate property,  
THOMAS R. CASINGER and DRENDA LEE CASINGER, husband and wife as joint  
tenants, ROBERT R. HAISCH, a married man as his sole and separate property,  
JOHN A MILLER, a married man as his sole and separate property, JERRY D.  
WINN, a married man as his sole and separate property, HARRY P. TYLER and  
LOIS H. TYLER, husband and wife as tenants in common, and FRANK H.  
GELLEY, trustee under trust agreement dated February 15, 1968.

No

23720

8-118





RECORDED AT REQUEST OF

THIS BOX FOR RECORDER'S USE

TELEPHONE TITLE INSURANCE COMPANY

WHEN RECORDED RETURN TO

Name Pacific Bell
Street Right of Way Office
Address 4838 Ronson Court, Rm. 103
City & State San Diego, CA 92111

1091

84-054984

OFFICIAL RECORDS OF SAN DIEGO COUNTY, CALIF.

1984 FEB 14 AM 10:45

VERA I. LYLE COUNTY RECORDER

RF 3.00
NO 1.00

NO DOCUMENTARY TRANSFER TAX DUE BY THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY AGENT

JACUMBA EXCHANGE

GRANT OF EASEMENT
PACIFIC BELL

DD 8899V-A
611-091-07

The undersigned Grantor(s) hereby grant(s) to the Grantee, its successors and assigns, an easement to construct and maintain (place, oversee, inspect, repair, replace and remove) such aerial and underground communication facilities as Grantee may from time to time require (including ingress thereto and egress therefrom) consisting of poles, anchors, guys, cables, wires, crossarms, conductors, manholes, handholes, markers, pedestals, terminal equipment cabinets, electrical conductors and necessary fixtures and appurtenances in, over, under and upon that certain real property in the County of San Diego State of California, described as:

The South Half of Section 17, Township 17 South, Range 7 East, S.B.M., County of San Diego, State of California, according to the official plat of said land filed in the District Land Office.

The above described easement shall be located on the following portions of said property:

- 1. The Southerly 30.00 feet of Parcel 2 of Parcel Map No. 2990 filed for record on the 22 day of August, 1974, described as an easement for road purposes in deed filed for record at File/Page No. 77-457802 on the 04 day of November, 1977, all in the Office of the County Recorder of San Diego County.
2. The Southerly 30.00 feet of the Southeast Quarter of the Southwest Quarter of said Section 17, described as an easement for road and public utilities in deed filed for record at F/P No. 78-023729 on the 19 day of January, 1978, in said County Recorder's Office.
3. The Southerly 30.00 feet of the Westerly 60.00 feet of the Southwest Quarter of the Southeast Quarter of said Section 17.

105719

Grantor(s) also grant(s) to Grantee the right to trim such trees and other foliage and to cut such roots on said property as may be necessary for the protection of said facilities. Grantee shall be responsible for damage caused intentionally or by any negligent act or omission of Grantee, its agents or employees while exercising the rights granted herein.

Executed this 26 day of January 19 84
Lawrence W. Sweeney

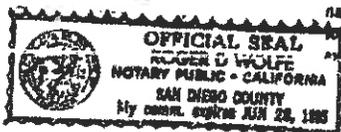
This instrument filed for record by Title Title Insurance Company as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

STATE OF CALIFORNIA, County of San Diego } ss.

CP 0084-A (9-82) (INDIVIDUAL - DIRECT) (Ref: PT&T A/N Title Matters Manual)

On this 26 day of JANUARY, 1984, before me Roger D. Wolfe a Notary Public of the State of California, duly commissioned and sworn, personally appeared LAWRENCE E. SWEENEY

personally known to me
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 executed the same.



Witness my hand and official seal

Roger D. Wolfe

Notary Public in and for said State

OFFICIAL RECORDS SAN DIEGO COUNTY, VERA I. LYLE, RECORDER



9

Recording Requested by  
SAN DIEGO GAS & ELECTRIC COMPANY  
When Recorded

1192

87 336933

RECORDED  
IN THE OFFICE OF THE CLERK  
OF SAN DIEGO COUNTY, CALIF.  
17 AM 8:22  
1987 JUN 17 AM 8:22

VEPAL L LYLE  
COUNTY CLERK

RF	5
AR	3
MG	1

Mail to: SDG&E, P.O. Box 1831  
San Diego, CA 92112  
ATTN: Office Services, Room 611

SPACE ABOVE FOR RECORDER'S USE

135411  
EASEMENT

Transfer Tax None  
SAN DIEGO GAS & ELECTRIC COMPANY  
*Lawrence W. Sweeney*

LAWRENCE W. SWEENEY, (Grantor), for valuable consideration, grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right of way in, upon, over, under and across the lands hereinafter described, to erect, construct, change the size of, improve, reconstruct, relocate, repair, maintain and use facilities consisting of:

1. Poles, wires, cables and appurtenances for the transmission and distribution of electricity.
2. Communication facilities, and appurtenances.

The above facilities will be installed at such locations and elevations upon, along, over and under the hereinafter described easement as Grantee may now or hereafter deem convenient or necessary. Grantee also has the right of ingress and egress, to, from and along this easement in, upon, over and across the hereinafter described lands. Grantee further has the right, but not the duty to clear and keep this easement clear from explosives, buildings, structures and materials.

The property in which this easement and right of way is hereby granted is situated in the County of San Diego, State of California, described as follows:

The South Half of the Southeast Quarter of Section 17, Township 17 South, Range 7 East, San Bernardino Meridian.

The easement in the aforesaid lands shall be 12.00 feet in width, being 6.00 feet measured at right angles on each side of the following described center line:

Commencing at the Southeast corner of the Southwest Quarter of said Southeast Quarter of Section 17, said corner bears North 88°29'19" East from the Southwest corner thereof; thence leaving said Southeast corner North 59°00'38" West, 769.84 feet; thence South 77°17'51" East, 25.00 feet to the TRUE POINT OF BEGINNING of the center line herein described; thence from said TRUE POINT OF BEGINNING retracing North 77°17'51" West, 252.12 feet; thence North 78°44'15" West, 243.90 feet; thence North, 25.00 feet.

RECORDING SAN DIEGO COUNTY, VERA L. LYLE, RECORDER

Grantor grants to Grantee the right to erect and maintain on Grantor's property adjacent to this easement such anchorage as may be necessary for Grantee's purposes.

Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure, plant any tree, drill or dig any well, within this easement.

Grantor shall not increase or decrease the ground surface elevations within this easement after installation of Grantee's facilities, without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Grantor further grants to Grantee the right to assign any or all of the rights granted in this easement in whole or in part to Pacific Bell and/or to other companies providing utility or communication facilities.

Grantee shall have the right but not the duty, to trim or remove trees and brush along or adjacent to this easement and remove roots from within this easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of the duty as owner to trim or remove trees and brush to prevent danger or hazard to property or persons.

This easement shall be binding upon and inure to the benefit of successors, heirs, executors, administrators, permittees, licensees, agents or assigns of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor executed this instrument this \_\_\_\_\_ day of 6-1-, 1987.

Executed in the Presence of:

\_\_\_\_\_  
Witness

*Lawrence W. Sweeney*  
LAWRENCE W. SWEENEY

Drawn Hildebran  
Checked  
Sketch S-5680  
Date 5/18/87  
MOPAC 40770-01  
Const. No. 2215120  
A.P. No. 611-091-07

SAN DIEGO COUNTY, VERA L. LYLE, RECORDER

STATE OF CALIFORNIA  
COUNTY OF San Diego ss  
On June 1<sup>st</sup>, 1987 before me, the undersigned, a Notary Public in and for  
said State, personally appeared Lawrence W. Swamy

personally known to be (or proved to me on the basis of satis-  
factory evidence) to be the person(s) whose name(s) is/are sub-  
scribed to the within instrument and acknowledged to me that  
he/she/they executed the same.

WITNESS my hand and official seal.

Signature Rosa Lopez



(This area for official notarial seal)

FORM 111-1840A  
NOTARIAL

RECORDS, SAN DIEGO COUNTY, VERA L. LYLE, RECORDER



RECORDING REQUESTED BY

88

89 139854

AND WHEN RECORDED MAIL TO

NAME  
ADDRESS  
CITY & STATE ZIP  
Cliff Harmon et ux  
600 Anita Ct. Sp. 4  
Chula Vista, Ca. 92011

RECORDED IN  
OFFICIAL RECORDS  
OF SAN DIEGO COUNTY, CALIF.

89 MAR 20 AM 10:15

RF 3.00  
AR 1.00  
MG 1.00

VERA L. LYLE  
COUNTY RECORDER

Title Order No. Estrow No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

This DEED OF TRUST, made 18th day of March, 1989 between Lawrence W. Sweeney, Trustee and Frankie R. Smith, Trustee of trust dated herein called TRUSTOR,

whose address is 39990 Roadrunner Lane, Boulevard, Ca. 92005 (Number and Street) (City) (State) (Zip Code)

CHICAGO TITLE COMPANY, a California Corporation, herein called TRUSTEE, and Cliff Harmon and Jerri Harmon, husband and wife as Joint Tenants

herein called BENEFICIARY.

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale that property in the County of San Diego, State of California, described as: The South Half of the Southeast Quarter of Section 17, the Northeast Quarter of Section 20 and the Northwest Quarter of the Northwest Quarter of Section 21, all in Township 17 South, Range 7 East, San Bernardino Meridian, according to Official Plat thereof.

Trustor also assigns to BENEFICIARY all rents, issues and profits from said real property RESERVING, HOWEVER, the right to collect and use the same so long as there is no existing default hereunder, and DOES HEREBY AUTHORIZE BENEFICIARY to collect and recover the same in the name of Trustor or his successor in interest by use of any lawful means.

FOR THE PURPOSE OF SECURING (1) payment of the sum of (\$ 30,000.00 ) Dollars with interest thereon according to the terms of a promissory note or notes of even date herewith made by TRUSTOR, payable to order of BENEFICIARY, and extensions or renewals thereof; (2) the performance of each agreement of TRUSTOR incorporated by reference or contained herein; and (3) payment of any additional sums and advances hereafter made by BENEFICIARY or his assignee to TRUSTOR or his successor in ownership of the real property encumbered hereby.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST TRUSTOR AGREES that all of the provisions of Section A, Paragraphs 1 through 5, and IT IS MUTUALLY AGREED that all of the provisions of Section B, Paragraphs 1 through 9, both of that certain Fictitious Deed of Trust recorded in the book and at the page of Official Records in the office of the County Recorder of the county where said property is located, notes opposite the name of such county, viz.:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1280	554	Kings	854	713	Piscor	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	188	1307	Siakiyou	606	789
Amador	132	438	Lassen	193	367	Nevada	3778	347	Sierrone	1227	621
Butte	1330	513	Los Angeles	T-3478	874	Sacramento	71-10-25	815	Sonoma	2087	427
Calaveras	185	338	Madras	911	136	San Benito	300	465	Stanislaus	1970	36
Colusa	323	397	Martin	1849	122	San Bernardino	8213	768	Sutter	855	585
Contra Costa	4684	1	Mariposa	90	458	San Francisco	A-804	586	Tehama	457	385
Del Norte	101	549	Mendocino	687	89	San Jose	2655	283	Trinity	104	595
El Dorado	704	835	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2830	108
Fresno	5052	823	Modoc	181	83	San Mateo	4778	175	Tuolumne	177	188
Glenn	469	78	Mono	69	302	Santa Barbara	2085	881	Ventura	2607	237
Humboldt	801	82	Monterey	357	239	Santa Clara	8028	884	Yolo	788	16
Imperial	1180	791	Napa	704	742	Santa Cruz	1638	887	Yuba	388	883
Inyo	165	672	Nevada	388	84	Shasta	800	833			
Kern	3756	880	Orange	7182	18						

(which provisions, identical in all counties, are printed on the reverse side hereof) are hereby incorporated herein, and the parties hereto agree to be bound thereby as though fully set forth herein. All references to property, obligations and parties in the provisions of said Fictitious Deed of Trust are the property, obligations and parties set forth in this Deed of Trust.

The undersigned TRUSTOR requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to him at the address set forth above.

STATE OF CALIFORNIA

COUNTY OF San Diego

On this the 18th day of March, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lawrence W. Sweeney, Trustee and Frankie R. Smith, Trustee

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

Signature of Notary  
Name Typed or Printed

Lawrence W. Sweeney, Trustee  
Frankie R. Smith, Trustee



(This area for official notarial seal)

OFFICIAL RECORDS, SAN DIEGO COUNTY, CALIF., VERA L. LYLE, RECORDER

•

11

Recording Requested by  
**SAN DIEGO GAS & ELECTRIC COMPANY**

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When Recorded

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Mail to: SDG&E, P.O. Box 1881  
 San Diego, CA 92112  
 ATTN: Office Services, Room 611

1080

DOC # 1992-0536946  
 25-AUG-1992 10:25 AM

OFFICIAL RECORDS  
 SAN DIEGO COUNTY RECORDER'S OFFICE  
 ANNETTE EVANS, COUNTY RECORDER

RP:	5.00	FEES:	11.00
RF:	5.00	NA	
RF:	1.00		

*Fb  
3P  
OUT*

SPACE ABOVE FOR RECORDER'S USE

Transfer Tax None  
 SAN DIEGO GAS & ELECTRIC COMPANY

145397  
 EASEMENT

*Jeri Gonzales*

LAWRENCE W. SWEENEY AND FRANKIE R. SMITH TRUST, (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right of way in, upon, over, under and across the lands hereinafter described, to erect, construct, change the size of, improve, reconstruct, relocate, repair, maintain and use facilities consisting of:

1. Poles, wires, cables and appurtenances for the transmission and distribution of electricity.
2. Communication facilities, and appurtenances.

The above facilities will be installed at such locations and elevations upon, along, over and under the hereinafter described easement as Grantee may now or hereafter deem convenient or necessary. Grantee also has the right of ingress and egress, to, from and along this easement in, upon, over and across the hereinafter described lands. Grantee further has the right, but not the duty to clear and keep this easement clear from explosives, buildings, structures and materials.

The property in which this easement and right of way is hereby granted is situated in the County of San Diego, State of California, described as follows:

The Southwest Quarter of the Southeast Quarter of Section 17, Township 17 South, Range 7 East, San Bernardino Meridian.

The easement in the aforesaid lands shall be 12.00 feet in width, being 6.00 feet on each side of the center line of the facilities to be installed, the approximate location being shown and delineated as "Utility Facilities" on the Exhibit "A", attached hereto and made a part hereof.

Grantor grants to Grantee the right to erect and maintain on Grantor's property adjacent to this easement such anchorage as may be necessary for Grantee's purposes.

Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure, plant any tree, drill or dig any well, within this easement.

Grantor shall not increase or decrease the ground surface elevations within this easement after installation of Grantee's facilities, without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Grantor further grants to Grantee the right to assign any or all of the rights granted in this easement in whole or in part other companies providing utility or communication facilities/services.

OFFICIAL RECORDS, ANNETTE J. EVANS, SAN DIEGO RECORDER/COUNTY CLERK

Grantee shall have the right but not the duty, to trim or remove trees and brush along or adjacent to this easement and remove roots from within this easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of the duty as owner to trim or remove trees and brush to prevent danger or hazard to property or persons.

This easement shall be binding upon and inure to the benefit of successors, heirs, executors, administrators, permittees, licensees, agents or assigns of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor executed this instrument this 6<sup>th</sup> day of August 1992.

*Lawrence W. Sweeney*  
LAWRENCE W. SWEENEY

*Frankie R. Smith*  
FRANKIE R. SMITH

*George E. Lovato*  
WITNESS

Drawn Hildebran  
Sketch OS-11899  
Date 7/07/92  
Project No. 207025-010  
Const. No. 2443990  
A.P. No. 811-091-07

STATE OF CALIFORNIA } SS.  
COUNTY OF San Diego

On August 7, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared George E. Lovato, personally known to me (or proved to me on the basis of the oath of a credible witness who is personally known to me) to be the person whose name is subscribed to the within instrument, as a witness thereto, who being by me duly sworn, deposed and said: That he/she resides in

San Diego, that he/she was present and saw Lawrence W. Sweeney & Frankie R. Smith personally

known to him/her to be the same person(s) described in and who executed the within instrument, as a party(ies) thereto, executed and delivered the same and that said party(ies) duly acknowledged in the presence of said affiant, that he/she/they executed the same, and that said affiant, thereupon at the request of Lawrence W. Sweeney & Frankie R. Smith subscribed his/her name as a witness thereto.

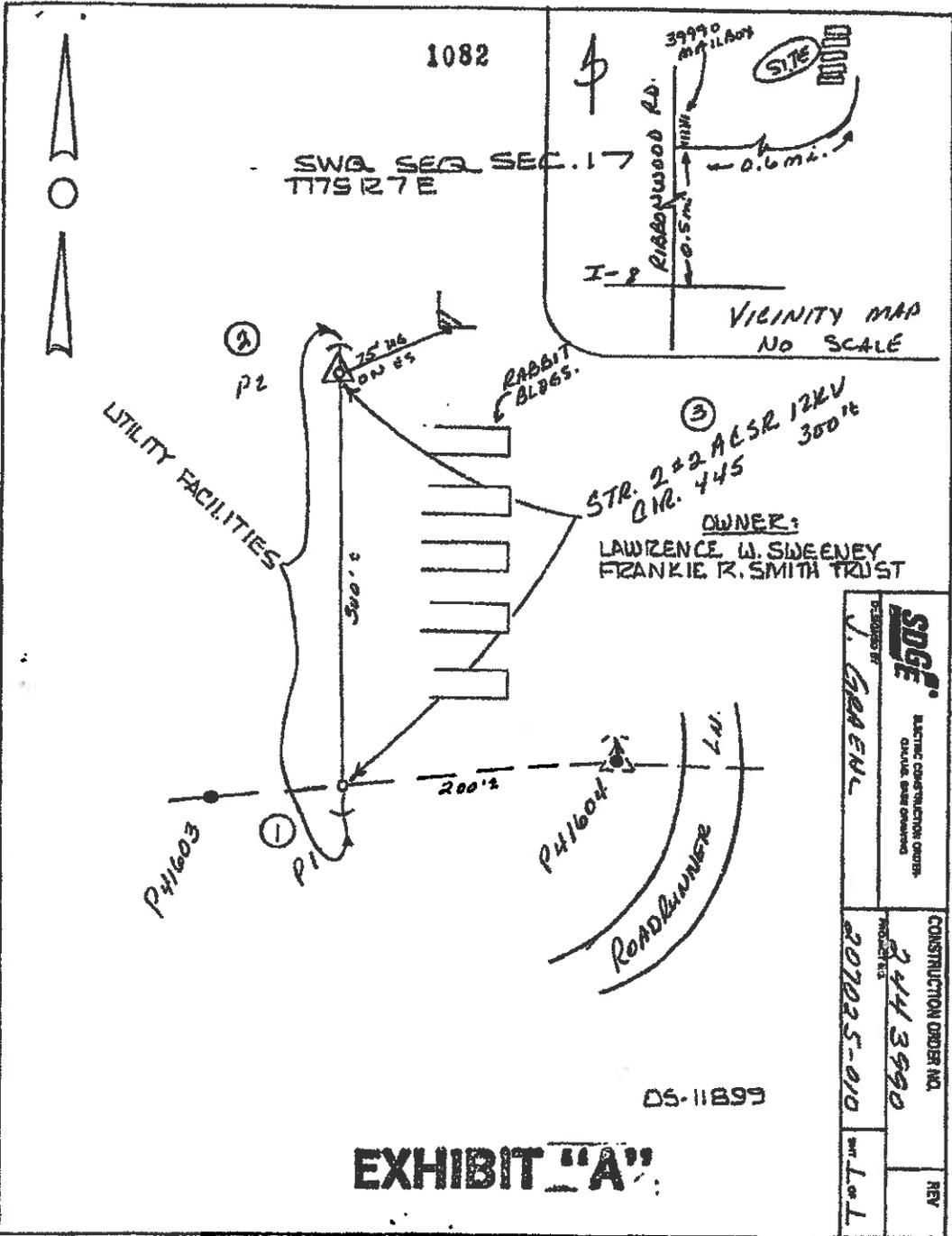
WITNESS my hand and official seal.  
Signature Cecilia M. Diaz



(This area for official notarial seal)

RECEIVED  
08/11/1992

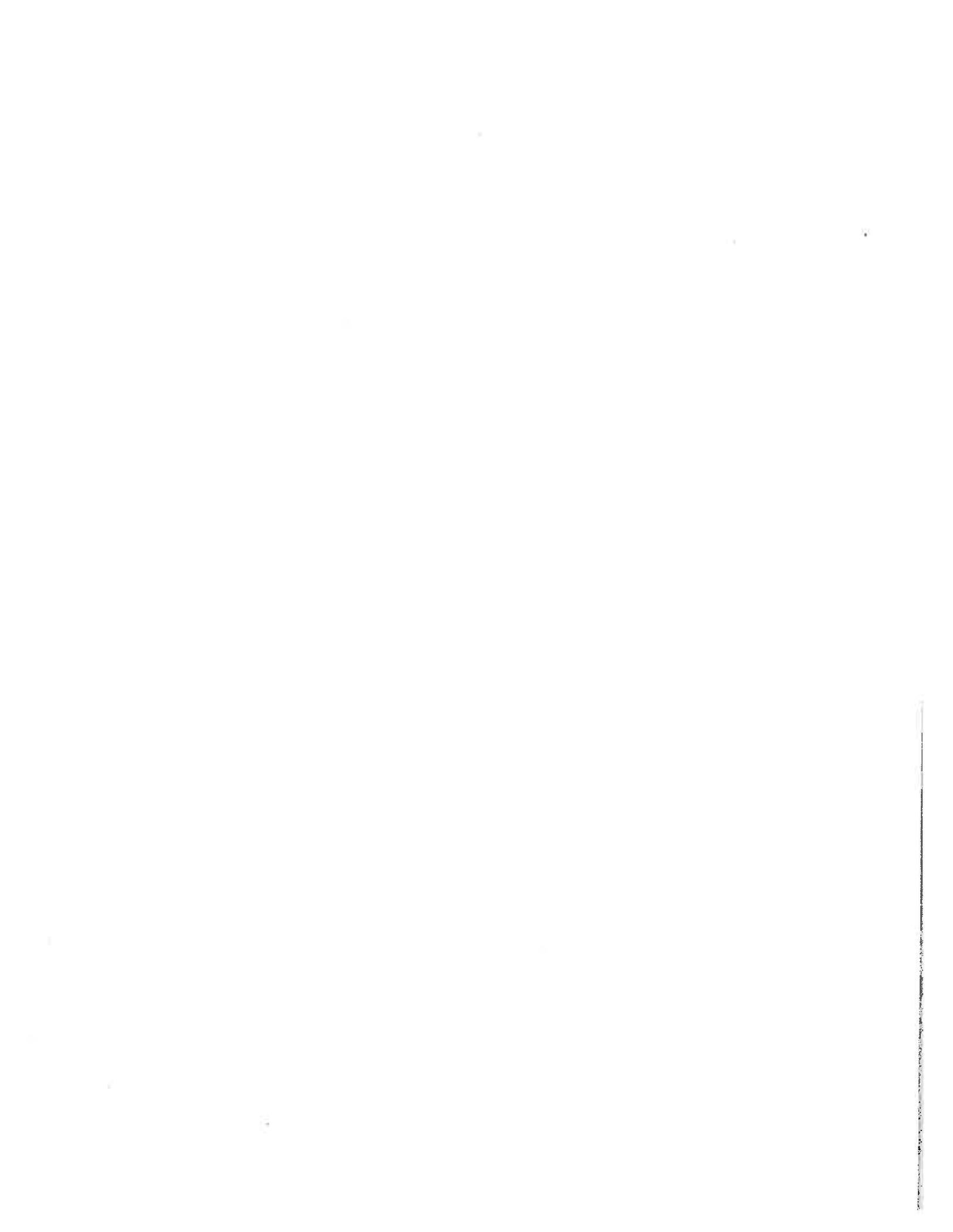
OFFICIAL RECORDS, ANNETTE J. EVANS, SAN DIEGO RECORDER/COUNTY CLERK



OFFICIAL RECORDS, ANNETTE J. EVANS, SAN DIEGO RECORDER/COUNTY CLERK

 ELECTRIC CONSTRUCTION ORDER QUALITY SERVICE GUARANTEED	PREPARED BY J. GAEREN
	PROJECT NO. 207025-010 m.L.1
CONSTRUCTION ORDER NO. 2443990	REV

FORM 107-422001A (02/05) 000



Recording requested by:  
WHEN RECORDED MAIL TO:

The County of San Diego  
CLERK OF THE BOARD OF SUPERVISORS  
COUNTY OF SAN DIEGO  
1600 PACIFIC HIGHWAY  
SAN DIEGO, CALIFORNIA 92101

LP

**Farm Employee Housing Agreement Between County of San Diego and Lawrence W. Sweeney/Frankie R. Smith**

The County of San Diego (hereinafter referred to as "County") and Lawrence W. Sweeney/Frankie R. Smith, (hereinafter referred to as "Grower") who wishes to provide housing for farm employees as defined in Exhibit A, agree, with respect to Administrative permit #AD 92-040, as follows on this 28th day of April, 1992: *APNS 611-091-07, 612-030-01, 19*

- I. The County shall:
  - [X] yes [ ] no waive all administrative fees related to a farm employee housing project
  - [X] yes [ ] no waive fees related to the Park Lands Dedication Ordinance
  - [ ] yes [X] no grant a density bonus of up to eight family residential units/acre, or up to 48 farm employees/acre housed in a group residential facility.
- II. The Grower shall:
  - (1) Comply with all federal and state farm employee housing regulations which apply to the Grower, including:
    - (a) Federal Migrant & Seasonal Agricultural Worker Protection Act;
    - (b) California Department of Housing and Community Development Title 25 requirements;
    - (c) California Industrial Welfare Commission's lodging provisions;
    - (d) California Fair Employment and Housing Act;
    - (e) California Employee Housing Act.
  - (2) Comply, and be able to prove compliance, with the following:
    - (a) the parcel is appropriately zoned (A70, A72, RR, S87, S88, S90, S92);
    - (b) the number of housing units is reasonably related to the number of farm employees;
    - (c) farm employees who occupy the housing must derive more than 50% of their income from farm employment;
    - (d) monthly rent charged will not exceed 25% of monthly household income or the amount set by the Industrial Welfare Commission, whichever is less.
  - (3) Allow County personnel to inspect the housing on a semi-annual basis and maintain evidence of verification of income documents as cited in Exhibit A. Such records shall be maintained for a minimum of three years.
  - (4) File a certificate annually with the County Department of Planning and Land Use to verify that the agricultural operation remains in existence if housing four or fewer farm employees and their families.
  - (5) Provide a 60-day notice to vacate to housing occupants-except in the case of job termination.
  - (6) Remove the structures or convert them to another permitted use at such time as farming ceases for more than 12 consecutive months (farm employee housing), or within 30 days when the housing ceases to be occupied exclusively by farm employees and their families (farm labor camp).
- III. Failure to comply with the conditions of this agreement may result in revocation of Administrative Permit #AD 92-040 and in the payment of all fees and deposits waived by the County.
- IV. This agreement shall cease upon termination of the Administrative permit #AD 92-040.
- V. This Agreement shall be administered on behalf of the County by the Director of the Department of Housing and Community Development or his/her designee.
- VI. The Grower may terminate this agreement by giving 30 days advance written notice of its intent to terminate to the County. In the event of voluntary termination, the County shall not seek retroactive payment of any fee which may have been waived under this agreement.
- VII. This Agreement shall be binding upon all successors and assigns of the parties hereto.
- VIII. Grower shall not convey, assign or transfer any interest in the premises unless the County has been given 10 days prior written notice of such proposed conveyance, assignment or transfer and the grower has advised the prospective owner of the existence of this agreement.
- IX. The covenants contained in this Agreement shall also be deemed to be covenants running with the land.
- X. If the Grower is not the Owner of the parcel, Owner shall abide by all the conditions set forth in Paragraphs VII, VIII and IX.

We the undersigned understand and agree to comply with the terms of this Agreement.

*Frankie R. Smith* 5/6/92 DATE  
GROWER/HOUSING PROVIDER

*Lawrence W. Sweeney* 5/7/92 DATE  
OWNER  
(IF OTHER THAN GROWER)

*[Signature]* 6-9-92 DATE  
COUNTY OF SAN DIEGO  
Director, Housing and Community Development

[ACKNOWLEDGMENTS]

DOC # 1994-0069583  
31-JAN-1994 12:05 PM

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
ANETTE EVANS, COUNTY RECORDER  
FEES: 0.00

ALL-PURPOSE ACKNOWLEDGMENT

State of California  
County of San Diego

On June 9, 1992 before me, Martha Meurer  
DATE NAME, TITLE OF OFFICER - E.G. "JULIE DOB, NOTARY PUBLIC"

personally appeared Gabriel G. Rodriguez  
NAME(S) OF SIGNER(S)

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.



Martha Meurer  
SIGNATURE OF NOTARY

**CAPACITY CLAIMED BY SIGNER**

INDIVIDUAL(S)  
 CORPORATE OFFICER(S) TITLE  
 PARTNER(S)  
 ATTORNEY-IN-FACT  
 TRUSTEE(S)  
 SUBSCRIBING WITNESS  
 GUARDIAN/CONSERVATOR  
 OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**  
NAME OF PERSON OR ENTITY

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:**

Title or Type of Document \_\_\_\_\_  
Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_  
Signer(s) Other Than Named Above \_\_\_\_\_

GENERAL ACKNOWLEDGMENT

State of CALIFORNIA  
County of SAN DIEGO } 88.

On this the 10<sup>th</sup> day of MAY, 1992, before me,  
J. J. Morris  
the undersigned Notary Public, personally appeared  
LAWRENCE W. SURREY AND FRANKIE R. SMITH

personally known to me  
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) \_\_\_\_\_ subscribed to the within instrument, and acknowledged that \_\_\_\_\_ executed it.  
WITNESS my hand and official seal.



J. J. Morris  
Notary Signature

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of the certificate to another document.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:**

Title or Type of Document FARMING EMPLOYMENT AGREEMENT  
Number of Pages Two Date of Document 5/7/92  
Signer(s) Other Than Named Above NONE

.

DOC # 2007-0769084



Recording Requested By:

DEC 12, 2007 4:09 PM

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
GREGORY J. SMITH, COUNTY RECORDER  
FEES: 29.00 WAYS: 2  
DA: 1

PAGES: 5



FII WHEN RECORDED MAIL TO:  
5P Janin Ang and Diane Ang  
2W 39990 ROADRUNNER LN.  
100N BOULEVARD, CA 91905-9653

9028

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST WITH ASSIGNMENT OF RENTS  
(SHORT FORM)**

This DEED OF TRUST, made December 4, 2007 between Frankie R. Smith, a widow, herein called TRUSTOR, whose address is 39990 Roadrunner Lane, Boulevard, CA 91905,

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called TRUSTEE, and Diane Ang and Janin Ang, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in Boulevard, County of San Diego, State of California, described as:

The South Half of the Southeast Quarter of Section 17, the Northeast Quarter of the Northeast Quarter of Section 20 and the Northwest Quarter of the Northwest Quarter of Section 21, all in township 17 South, Range 7 East, San Bernardino Meridian, according to Official Plat thereof.

An easement and right of way and incidental purposes, over, under, along and across the Easterly 30 feet of the Northerly 30 feet of the East Half of the Northwest Quarter of said Section 20 and the rights of others to use said easement as conveyed or reserved in various other instruments of record.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of \$50,000 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, (2) the performance of each agreement of Trustor incorporated by reference or contained herein and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	508	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	821
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2087	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	8213	768	Sutter	855	585
Contra Costa	4884	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	887	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	835	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	823	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2807	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6628	864	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	807	Yuba	398	683
Inyo	185	672	Nevada	363	94	Shasta	800	633			
Kern	3756	890	Orange	7182	18	San Diego					

SERIES 5 Book 1964, Page 148774

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor agrees that in the event all or any portion of the property described above shall be sold or conveyed to another individual, then all obligations on the note executed by Trustor shall become immediately due and payable.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to her at her address hereinbefore set forth.

Signature of Trustor

Frankie R. Smith  
FRANKIE R. SMITH

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO )

On December 4, 2007 before me, LILIAN KIRK a notary public, personally appeared FRANKIE R. SMITH, 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 she executed the same in her authorized capacity, and that by 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.

Signature Lilian Kirk  
Notary Public



(This area for official notarial seal)

(CONTINUED ON NEXT PAGE)

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

1) To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

4) To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may, make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

**DO NOT RECORD**

**REQUEST FOR FULL RECONVEYANCE**

**TO FIRST AMERICAN TITLE INSURANCE COMPANY, TRUSTEE:**

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Please mail Deed of Trust,

Note

and

Reconveyance

to

\_\_\_\_\_

**Do Not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.**

<b>DEED OF TRUST</b> WITH POWER OF SALE	<i>First American          Title Insurance          Company</i> <b>TRUSTEE</b>
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DO NOT DESTROY THIS NOTE: When paid, this note and the Deed of Trust must be surrendered to the First American Title Insurance Company with request for reconveyance.

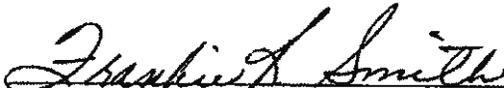
**INSTALLMENT NOTE  
(INTEREST INCLUDED)**

\$50,000

Boulevard, California, December 4, 2007

In installments and at the times hereinafter stated; for value received Frankie R. Smith promises to pay to Janin Ang and Diane Ang or order, at the law office of Robert C. Schlein, at 401 B Street, Suite 2209, San Diego, CA 92101, by check payable to Robert C. Schlein, Client's Trust Account, the principal sum of \$50,000 Dollars, with interest from date hereof on the amounts of principal remaining from time to time unpaid until said principal sum is paid, at the rate of 6 per cent, per annum. Principal and interest due in monthly installments of \$555.10, or more each and every month, beginning on the first day of January 2008,

and continuing until December 31, 2017, at which time the entire unpaid balance of principal and interest shall become all due and payable. AT ANY TIME, THE PRIVILEGE IS RESERVED TO PAY MORE THAN THE SUM DUE. Each payment shall be credited first, on the interest then due; and the remainder on the principal sum; and interest shall thereupon cease upon the amount so credited on the said principal sum. Should default be made in the payment of any of said installments when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Should suit be commenced to collect this note or any portion thereof, such sum as the Court may deem reasonable shall be added hereto as attorney's fees. Principal and interest payable in lawful money of the United State of America. This note is secured by a certain DEED OF TRUST to the FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, as TRUSTEE. Said note provides that in the event of the sale of all or a portion of the property described in said Deed of Trust shall be sold or conveyed to any other person, this note shall become immediately due and payable.

  
FRANKIE R. SMITH



CALIFORNIA COUNTIES TITLE CO.

Recording Requested By: ↑

WELLS FARGO BANK, N.A.  
24 EXECUTIVE PARK, #250  
IRVINE, CA 92614

Return To:  
WELLS FARGO BANK, N.A.  
FINAL DOCUMENTS X2599-024  
405 SW 5TH STREET  
DES MOINES, IA 50309-4600

Prepared By:  
SMS TEAM  
WELLS FARGO BANK, N.A.  
24 EXECUTIVE PARK, #250  
IRVINE, CA 92614-

711  
19P

DOC # 2009-0208345



APR 23, 2009 8:00 AM

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
DAVID L. BUTLER, COUNTY RECORDER  
FEES: 65.00

DA: 1

PAGES: 19



659

3091945  
61-091-07-00

[Space Above This Line For Recording Data]

DEED OF TRUST

0181358029

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated APRIL 17, 2009 together with all Riders to this document.

(B) "Borrower" is WAYNE L. THIBODEAU AND FRANKIE R. THIBODEAU, HUSBAND AND WIFE AS JOINT TENANTS

Borrower's address is 39990 ROADRUNNER LANE BOULEVARD AREA, CA 91905

Borrower is the trustor under this Security Instrument.

(C) "Lender" is WELLS FARGO BANK, N.A.

Lender is a National Association organized and existing under the laws of THE UNITED STATES OF AMERICA

*FR*

Lender's address is  
P. O. BOX 5137, DES MOINES, IA 50306-5137

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is FIDELITY NATIONAL TITLE INSURANCE COMPANY

(E) "Note" means the promissory note signed by Borrower and dated APRIL 17, 2009

The Note states that Borrower owes Lender THREE HUNDRED TWENTY THOUSAND AND NO/100 Dollars

(U.S. \$ 320,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 1, 2039

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Condominium Rider
- Second Home Rider
- Balloon Rider
- Planned Unit Development Rider
- 1-4 Family Rider
- VA Rider
- Biweekly Payment Rider
- Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that

governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA. (Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

County of SAN DIEGO  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

APN: 611-091-07-00

PLEASE SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT A

Parcel ID Number: 39990 ROADRUNNER LANE BOULEVARD AREA ("Property Address"): which currently has the address of [Street] [City] , California 91905 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Initials: *WJG*  
*FET*

**UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:**

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

*ULT*  
*FT*

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be

required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination

or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In

either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or

(c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage Insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by

this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provision of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly

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requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer or servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph.

The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environment Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or

before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

**24. Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

**25. Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to the Borrower at the address set forth above. A copy of any Notice of Default and any Notice of Sale will be sent only to the address contained in this recorded request. If the Borrower's address changes, a new request must be recorded.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

\_\_\_\_\_

  
WAYNE L. THIBODEAU (Seal)  
Borrower

\_\_\_\_\_

  
FRANKIE R. THIBODEAU (Seal)  
Borrower

State of California,

ss:

County of *San Diego*

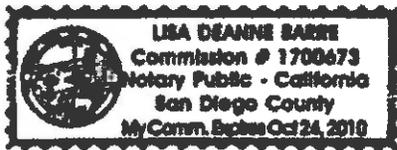
On *4-17-2009* before me, *Lisa Deanne Barre, Notary Public*  
personally appeared

**WAYNE L. THIBODEAU AND FRANKIE R. THIBODEAU, HUSBAND AND WIFE AS  
JOINT TENANTS**

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) , who  
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. I certify under PENALTY OF PERJURY under the laws of  
the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Lisa Deanne Barre* (Seal)



**PARCEL A:**

**THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, ALL IN TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.**

**PARCEL B:**

**AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTHERLY 30 FEET OF PARCEL 3 OF PARCEL MAP NO. 2990, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.**

**PARCEL C:**

**AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR ROAD AND PUBLIC UTILITIES OVER, UNDER, ALONG AND ACROSS THE NORTHERLY 30.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.**

**PARCEL D:**

**AN EASEMENT FOR ROAD PURPOSES OVER THE SOUTHERLY 30 FEET OF PARCEL 2 OF PARCEL MAP 2990, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.**

**PARCEL E:**

**AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR ROAD AND PUBLIC UTILITIES OVER, UNDER, ALONG AND ACROSS THE NORTHERLY 30.00 FEET OF THE WESTERLY 60.00 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20 AND THE SOUTHERLY 30.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 17, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.**

RECORDING REQUESTED BY:  
FIRST AMERICAN TITLE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Soitec Solar Development, LLC  
Attn: Brison Ellinghaus  
4250 Executive Square, Suite 770  
La Jolla, CA 92037

RE: Thibodeau 2001 Trust

THE ORIGINAL OF THIS DOCUMENT  
WAS RECORDED ON MAR 01, 2012  
DOCUMENT NUMBER 2012-0118439  
Ernest J. Dronenburg, Jr., COUNTY RECORDER  
SAN DIEGO COUNTY RECORDER'S OFFICE  
TIME: 8:00 AM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### MEMORANDUM OF OPTION AGREEMENT FOR LEASE

THIS MEMORANDUM OF OPTION AGREEMENT FOR LEASE (this "Memorandum") is dated and made effective as of February 14, 2012 (the "Effective Date"), between **FRANKIE R. THIBODEAU, TRUSTEE OF THE FRANKIE R. THIBODEAU 2011 TRUST**, each as their interests appear (together with their successors and assigns, "Owner"), and **RUGGED SOLAR LLC, a Delaware limited liability company** (collectively, and together with their successors, and assigns, "Lessee").

A. Owner is the owner of certain real property situated in the County of San Diego, State of California more particularly described in Exhibit A attached hereto and incorporated herein by reference.

B. Lessee desires the exclusive right and option to lease a portion of the Real Property to conduct certain activities to determine the feasibility of Solar Energy conversion and power generation.

C. Concurrently herewith, Owner and Optionee have entered into that certain Option Agreement for Lease (the "Option Agreement") covering such portion of the Real Property.

D. Owner and Optionee desire to execute this Memorandum to provide constructive notice of Optionee's rights under the Option Agreement to all third parties.

NOW, THEREFORE, in consideration for these premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Optionee do hereby agree as follows:

1. Option Agreement for Lease. Owner hereby grants to Lessee the exclusive right and option (the "Option") to lease a portion of the Real Property consisting of approximately 120 acres as further described and depicted for reference purposes on Exhibit A-1 (the "Land"), and all radiant energy emitted from the sun upon, over and across such Land ("Solar Energy"), together with any easements, rights-of-way, and other rights and benefits relating or appurtenant to such Land or Solar Energy (collectively with the Land and the Solar Energy, the "Property"). Upon Lessee's exercise of the Option as described below, Owner shall lease the Property to Lessee (the "Lease"), including, without limitation, the Solar Energy for Solar Energy Purposes (as defined below), in each case upon the terms and conditions set forth in the Option Agreement. During the Option Term (as defined below), Lessee and any of its authorized agents shall have the exclusive right to enter the Property, upon reasonable advance notice, to do work related to development of Solar Facilities (as defined below), including, without

limitation, determining the feasibility of Solar Energy conversion and power generation on the Property, conducting studies of the Solar Energy emitted upon, over and across the Property, and other meteorological, archeological and environmental studies, land surveys and due diligence activities, and Owner shall comply with Section 8.2 of the Option Agreement during the Option Term. During the Option Term, Lessee may not construct Solar Generating Equipment (as defined below) on any portion of the Property prior to delivering a Notice of Exercise (as defined below) to Owner with respect to the Property.

2. Exercise of Option. Lessee may exercise the Option at any time during the Option Term (defined below) by delivering written notice to Owner of Lessee's election to lease the Property (the "**Notice of Exercise**"). Upon delivery of the Notice of Exercise to Owner, the Lease and all of the other rights, easements and provisions of the Option Agreement shall become immediately effective and binding on Lessee, Owner, and the Property without any further act or action of either Party. Upon delivery of the Notice of Exercise, Lessee may record the Memorandum of Lease (as defined in the Option Agreement) in accordance with the Option Agreement.

3. Purposes. Lessee shall have the exclusive right pursuant to the Lease to use the Property and the unobstructed flow of Solar Energy upon, over and across such Property for electric power, heat and/or steam generation purposes (the "**Solar Energy Purposes**") and to derive all profits therefrom. For purposes of the Option Agreement, Solar Energy Purposes include, without limitation, the right to convert the Solar Energy into electrical energy and to collect and transmit the electrical energy so converted, together with any and all activities related thereto, including, without limitation, (a) determining the feasibility of Solar Energy conversion and power generation on the Property, including studies of the Solar Energy emitted upon, over and across the Property and other meteorological, archeological and environmental studies, land surveys and due diligence activities; (b) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining, refurbishing and operating, Solar Energy collection and electrical generating equipment of all types including, without limitation, any such equipment utilizing photovoltaic and/or solar thermal technology (collectively referred to herein as the "**Solar Generating Equipment**"), overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with Solar Generating Equipment, roads and gates, meteorological towers and Solar Energy measurement equipment, control buildings, maintenance yards, and related facilities and equipment (the Solar Generating Equipment together with all of the other foregoing equipment and improvements, collectively referred to herein as the "**Solar Facilities**") on the Property; and (c) undertaking any other activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. Subject to Owner's rights to use the Property in a manner consistent with Section 8.2 and Section 8.3 of the Option Agreement, Lessee shall have the right under the Lease to control and restrict access onto and over the Property and exclude others (other than any parties with preexisting easement rights) as it deems necessary or appropriate for safety and security reasons.

4. Term. The term of the Option ("**Option Term**") shall commence upon the Effective Date and continue until the first to occur of (i) the date Lessee upon which delivers a Notice of Exercise to Owner, (ii) the date upon which the Option Agreement is terminated by Lessee in accordance with Section 12.1 of the Option Agreement, (iii) the date upon which Owner terminates the Option Agreement pursuant to Section 3.2 or Section 12.2 thereof. If Lessee delivers a Notice of Exercise to Owner, the term of the Lease pertaining to such Notice of Exercise shall automatically commence without further action by Owner or Lessee, and shall continue until the thirtieth (30<sup>th</sup>) anniversary (the "**Initial Lease Term**") of the first day of the month following the month in which Solar Facilities on the Property commence operation by delivering commercial quantities of electricity to the electric utility grid subject to the terms of a power purchase agreement executed by Lessee (the "**Commercial Operation Date**").

Lessee may extend the Initial Lease Term for one additional term (the "**Extension Term**"), which term shall commence on the day immediately following the last day of the Initial Lease Term and continue for a period of three (3) years and eleven (11) months thereafter, by delivering written notice to Owner at least ninety (90) days prior to the last day of the Initial Lease Term. As used herein, Term shall mean the Initial Lease Term and the Extension Term, collectively (the "**Term**"). If Lessee elects to extend the Initial Lease Term as provided in this Section, Owner shall, upon Lessee's request, execute and deliver to Lessee a recordable memorandum, in form and substance reasonably satisfactory to Lessee, evidencing the Extension Term, and Lessee shall be authorized to record such memorandum in the official real property records of the County in which the Land is located (the "**Official Records**").

5. Termination by Owner. If Lessee has not delivered a Notice of Exercise to Owner and commenced construction of Solar Facilities on the Property (the "**Start of Construction**") prior to the third (3<sup>rd</sup>) anniversary of the Effective Date, Owner may terminate the Option by notice to Lessee within sixty (60) days of such anniversary. Notwithstanding the foregoing to the contrary, if, on or before the third (3<sup>rd</sup>) anniversary of the Effective Date, Lessee has requested all interconnection studies and filed for all discretionary permits that would be required for the Start of Construction as to the Property, Owner may not terminate the Option as to the applicable portion of the Property until one (1) year after the third (3<sup>rd</sup>) anniversary of the Effective Date and, if the Start of Construction has not occurred by the end of such one-year period, Owner may terminate the Option as to the applicable portion of the Property by written notice to Lessee within sixty (60) days following the last day of such one (1) year period

6. Ownership. Owner shall have no ownership or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Lessee may remove any or all Solar Facilities at any time.

7. Assignments by Lessee. Lessee and any Assignee (as hereinafter defined) shall have the right, without obtaining the consent of Owner, to do any of the following with respect to all or any portion of its right, title and/or interest in and to the Option Agreement, the Option, the Lease, the Property and/or any Solar Facilities: (i) grant subleases, separate easements, co-easements, subeasements, licenses or similar rights (however denominated) to one or more Assignees, (ii) collaterally assign, mortgage, encumber, pledge or transfer all or any portion of its right, title or interest therein to one or more parties providing financing to Lessee, and/or (iii) sell, lease, assign, transfer or otherwise convey all or any portion of its right, title or interest therein to one or more Assignees. Lessee or an Assignee that has assigned an interest hereunder will give notice of such assignment (including the address of the assignee thereof for notice purposes) to Owner, provided that failure to give such notice shall not constitute a default under the Option Agreement but rather shall only have the effect of not binding Owner with respect to such assignment until such notice shall have been given. For purposes of this paragraph, an "**Assignee**" is any of the following: (i) any one or more parties involved in the development, financing or refinancing of any Solar Facilities, including, without limitation, any lender to or investor in, or purchaser or lessee of, Solar Facilities; (ii) any one or more parties involved in financing or refinancing the development of Solar Facilities, or any purchaser or owner of Solar Facilities; (iii) a corporation, partnership or limited liability company now existing or hereafter organized (including Lessee) in which Lessee or any of its owners, or any affiliate or partner of either, owns (directly or indirectly) a controlling interest at the time of assignment; (iv) a partnership now existing or hereafter organized, a general partner of which is such a corporation, partnership or limited liability company; or (v) a corporation, partnership, limited liability company, or other entity that acquires all or substantially all of Lessee's business, assets or capital stock, directly or indirectly, by purchase, merger, consolidation or other means.

8. Restrictive Covenant - No Interference. Lessee shall have the quiet use and enjoyment of the Property in accordance with the terms of the Option Agreement. Owner shall not undertake any action, or grant to any person or entity any right, to use or otherwise occupy the Property without Lessee's

prior written consent, which consent shall not be unreasonably withheld. For purposes of clarification, it shall be reasonable for Lessee to withhold its consent to any of the foregoing if Lessee determines that the requested use or occupancy of the Property would be likely to interfere with the development, construction, installation, maintenance, or operation of Solar Facilities, whether located on the Property or elsewhere; access over the Property to such Solar Facilities; Lessee's rights granted hereunder to use the Property for any other Solar Energy Purposes; or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, the activities of Owner shall not disturb or interfere with the unobstructed flow of Solar Energy upon, over and across the Property, whether by placing towers or antennas of any type, planting trees or constructing buildings or other structures or facilities, or by engaging in any other activity on the Property or elsewhere that might delay the installation of, disrupt, or otherwise cause a decrease in the output or efficiency of the Solar Facilities. The area of land to remain unobstructed by Owner will consist horizontally of the entire Property, and vertically all space located above the surface of the Property. For safety reasons, hunting is prohibited on the Land after the Start of Construction.

9. Successors and Assigns. This Memorandum shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject, however, to the provisions of the Option and/or an assignment.

10. Counterparts. This Memorandum may be executed in multiple counterparts, no one of which need be executed by all parties hereto, each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument.

11. Governing Law. This Memorandum and the Option Agreement are governed by the laws of the State of California.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Owner and Lessee, individually or through duly authorized representatives, hereby execute this Memorandum as of the Effective Date.

**OWNER:**

**FRANKIE R. THIBODEAU, Trustee of the  
FRANKIE R. THIBODEAU 2011 TRUST**

By: *Signed in Counterpart*  
Frankie R. Thibodeau  
Trustee

**LESSEE:**

**RUGGED SOLAR, LLC,**  
a Delaware limited liability company

By: Soitec Solar Development LLC  
a Delaware limited liability company

By: *Clark Crawford*  
Clark Crawford  
Attorney in Fact

IN WITNESS WHEREOF, Owner and Lessee, individually or through duly authorized representatives, hereby execute this Memorandum as of the Effective Date.

**OWNER:**

**FRANKIE R. THIBODEAU, Trustee of the  
FRANKIE R. THIBODEAU 2011 TRUST**

By: *Frankie R. Thibodeau*  
Frankie R. Thibodeau  
Trustee *Trustee*

**LESSEE:**

**RUGGED SOLAR, LLC,**  
a Delaware limited liability company

By: Soitec Development LLC  
a Delaware limited liability company

By: *Signed in Counterpart*  
Clark Crawford  
Attorney in Fact

EXHIBIT A

To Memorandum of Option Agreement for Lease

**DESCRIPTION OF REAL PROPERTY**

Real property in the unincorporated area of the County of San Diego, State of California, described as follows:

PARCEL A:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, ALL IN TOWNSHIP 17, SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTHERLY 30 FEET OF PARCEL 3 OF PARCEL MAP NO. 2990, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

PARCEL C:

AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR ROAD AND PUBLIC UTILITIES OVER, UNDER, ALONG AND ACROSS THE NORTHERLY 30.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL D:

AN EASEMENT FOR ROAD PURPOSES OVER THE SOUTHERLY 30 FEET OF PARCEL 2 OF PARCEL MAP 2990, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

PARCEL E:

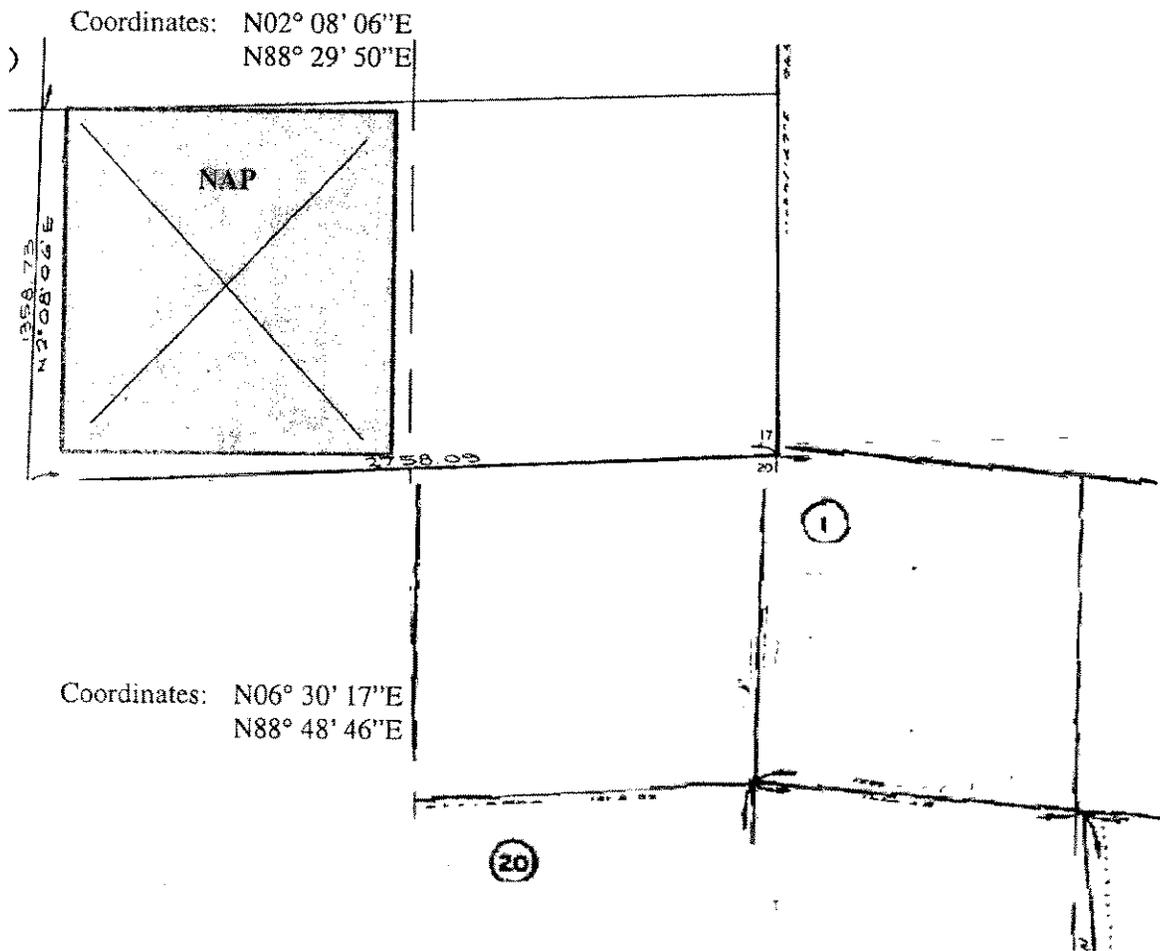
AND EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR ROAD AND PUBLIC UTILITIES OVER, UNDER, ALONG AND ACROSS THE NORTHERLY 30.00 FEET OF THE WESTERLY 60.00 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, AND THE SOUTHERLY 30.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 17 SOUTH RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

APN: 611-091-07, 612-030-19-00 AND 612-030-01-00

EXHIBIT A-1

THE LAND

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, ALL IN TOWNSHIP 17, SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF AND DEPICTED AS FOLLOWS:



State of California     )  
  )ss.  
County of San Diego    )

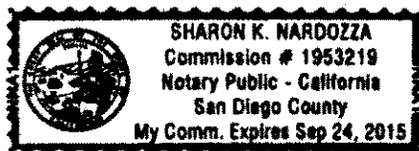
On February 10, 2012 before me, Sharon K Nardoza, Notary Public, personally appeared FRANKIE R. THIBODEAU who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in ~~his/her/their~~ 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sharon K Nardoza

(Seal)



State of California     )  
  )  
County of San Diego    )

On February 14, 2012 before me, Sharon K. Nardozza, Notary Public, personally appeared CLARK CRAWFORD who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sharon K Nardozza

(Seal)

