



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: Soltec Solar Development LLC
Clark Crawford, Attorney in Fact

FOR DEPARTMENT USE ONLY

This parcel is a legal parcel as evidenced by DOCUMENTS

Included for legal

(Enter map and parcel number, case number, file page number and date, etc., used to arrive at this decision.)

Determination of legal parcel must be made by Project Planner in relation to _____

_____ in process at this time.
TPM, B/A or CC

Signature

Title

Date



DPLU-320 (12/09)

SDC DPLU RCVD 05-15-12

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, 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.

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 THERIN 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 SOUTHEAST 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, OIL SHALE, COAL, PHOSPHATE, SODIUM, GOLD, SILVER AND ALL OTHER MINERAL DEPOSITS CONTAINED IN SAID LANDS AND FURTHER EXCEPTING THEREFROM 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.

**AMENDED
FEBRUARY 7, 2011**



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

**4380 La Jolla Village Drive, Suite 200
San Diego, CA 92122**

February 7, 2011

Michael Armstrong
Concentrix Solar
4250 Executive Square
La Jolla, CA 92037
Phone: (858)638-0981
Fax:

Customer Reference:

Waterstone Support
Charities Support/Harmony Grove

Title Officer: Ralph Snyder-Danette Starling-Vince Tocco
Phone: (858)410-3886
Fax No.: (877)461-2094
E-Mail: titleteam20@firstam.com

Buyer: Concentrix Solar, Inc.

Owner: Charities Support Foundation/Harmony Grove Partners

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.

First American Title Insurance Company

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 February 2, 2011 at 7:30 A.M.

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

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:

Charities Support Foundation, a Colorado Non-Profit Corporation

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

Fee Simple

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 2010-2011.
First Installment: \$878.22, PAID
Penalty: \$0.00
Second Installment: \$878.22, OPEN
Penalty: \$0.00
Tax Rate Area: 91051
A. P. No.: 611-110-01
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. An easement for County Highway Road Survey 658 and incidental purposes, recorded December 6, 1935 as Book 464 Page 93 of Official Records.
In Favor of: The County of San Diego
Affects: Said Land
4. A right of way for ditches and canals as reserved by the United States of America in the patent recorded June 17, 1938 in Book 797, Page 77 Official Records
5. The terms and provisions contained in the document entitled "Agreement Respecting Access and Maintenance of Fences" recorded October 15, 1958 as Book 7301 Page 368 of Official Records.

6. An easement for Public Utility and incidental purposes, recorded May 11, 2010 as Instrument No. 2010-0235441 of Official Records.
In Favor of: San Diego Gas and Electric Company
Affects:

INFORMATIONAL NOTES

1. 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 City of , County of San Diego, State of California, described as follows:

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO UNITED STATES GOVERNMENT SURVEY APPROVED SEPTEMBER 6, 1880

APN: 611-110-01-00

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.

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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Recording requested by
And when recorded mail to:

Winston & Strawn LLP
101 California St., 39th Floor
San Francisco, California 94123
Attn: H. Loren Higgins, Esq.

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON APR 03, 2012
DOCUMENT NUMBER 2012-0191424
Ernest J. Dronenburg, Jr., COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 8:00 AM

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

ASSIGNMENT OF OPTION INTERESTS

This **ASSIGNMENT OF OPTION INTERESTS** (this "**Agreement**") is dated as of October 21, 2011 (the "**Effective Date**"), by and between **SOITEC SOLAR INC.**, an Arizona corporation formerly known as Concentrix Solar Inc. ("**Assignor**"), and **RUGGED SOLAR LLC**, a Delaware limited liability company ("**Assignee**").

RECITALS

WHEREAS, Assignor is a party to that certain Option and Purchase Agreement and Joint Escrow Instructions, dated as of December 8, 2010 (as amended, restated, supplemented and otherwise modified from time to time, the "**Assigned Option**"), as evidenced by that certain Memorandum of Option, recorded on _____, 2012, as Instrument No. _____ in the Official Records of San Diego County, California;

WHEREAS, pursuant to the terms of this Agreement, Assignor wishes to assign to Assignee all of its rights and obligations with respect to the Assigned Option effective as of the Effective Date, and Assignee wishes to assume all of Assignor's rights and obligations with respect to the Assigned Option effective as of the Effective Date;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties hereto agree as follows:

1. **Definitions.** Initially-capitalized words used without definition herein have the respective meanings specified in the Assigned Option.
2. **Assignment.** Effective as of the Effective Date, Assignor hereby assigns, conveys, delegates and transfers to Assignee all of its rights and obligations with respect to the Assigned Option, except for any liability accruing prior to the date of the Effective Date.

Assignment and Assumption – Rugged Solar (Waterstone)

3. Assumption. Effective as of the Effective Date, Assignee hereby accepts such assignment and assumes all of Assignor's rights and obligations with respect to the Assigned Option, except for any liability accruing prior to the date of the Effective Date. Assignee covenants to keep, perform and fulfill all of the duties, obligations and liabilities of Assignor under the Assigned Option.

4. Reservation of Liability. Notwithstanding anything to the contrary in this Agreement, Assignor shall remain solely liable for any liability with respect to the Assigned Option accruing prior to the date of the Effective Date.

5. Indemnities. Assignor will indemnify and hold harmless Assignee from and against all losses, claims and liabilities of any nature, whatsoever (including reasonable attorneys' fees, experts' fees, consultants' fees and expenses) resulting from any liability retained by Assignor pursuant to Sections 1, 2, and 3, and from any liability with respect to Assigned Option first arising after the date hereof and caused by an act or omission of Assignor. Assignee will indemnify and hold harmless Assignor from and against all losses, claims and liabilities of any nature, whatsoever (including reasonable attorneys' fees, experts' fees, consultants' fees and expenses) resulting from any liability with respect to the Assigned Option first arising after the date hereof, except to the degree the foregoing arise from an act or omission of Assignor.

6. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of the parties, and each of their respective successors and permitted assigns.

9. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the terms and subject matter of this Agreement and supercedes all prior agreements and understandings, written or oral, between the parties relating to the terms and subject matter of this Agreement.

10. Governing Law. This Agreement shall be governed by, and be construed in accordance with, the laws of the State of California.

11. Captions and Headings. The captions and headings included in this Agreement are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

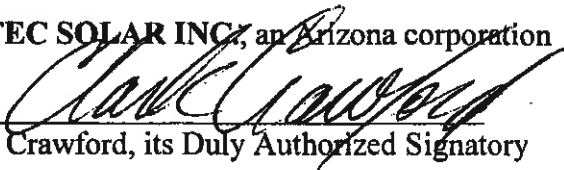
[SIGNATURES ON NEXT PAGE]

Assignment and Assumption – Rugged Solar (Waterstone)

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Agreement to be duly executed and delivered as of the date and year first above written.

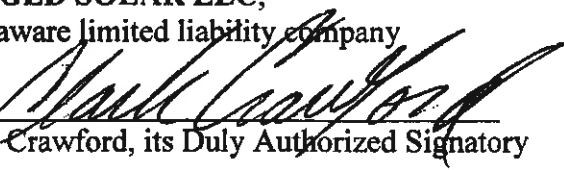
“Assignor”

SOITEC SOLAR INC., an Arizona corporation

By: 
Clark Crawford, its Duly Authorized Signatory

“Assignee”

RUGGED SOLAR LLC,
a Delaware limited liability company

By: 
Clark Crawford, its Duly Authorized Signatory

[Notary Acknowledgment Follows]

Assignment and Assumption – Rugged Solar (Waterstone)

SF:321788.1

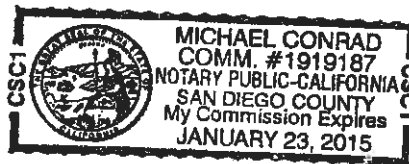
State of California)
)
County of San Diego)

On November 3, 2011, before me, Michael Conrad, 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 Michael Conrad (Seal)



Assignment and Assumption – Rugged Solar (Waterstone)

SF:321788.1

Exhibit A

Legal Description

That certain real property located in the County of San Diego, State of California, described as follows:

**THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AND THE NORTH
HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 17 SOUTH,
RANGE 7 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO UNITED STATES
GOVERNMENT SURVEY APPROVED SEPTEMBER 6, 1880
APN 611-110-01**

Assignment and Assumption – Rugged Solar (Waterstone)

SF:321788.1

30

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN
TO:

Winston & Strawn LLP
101 California Street, 39th Floor
San Francisco, CA 94111
Attention: Loren Higgins

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON APR 03, 2012
DOCUMENT NUMBER 2012-0191423
Ernest J. Dronenburg, Jr., COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 8:00 AM

MEMORANDUM OF OPTION

THIS MEMORANDUM OF OPTION ("**Memorandum**") is made and entered into as of December 8, 2010 (the "**Effective Date**") between Waterstone Support Foundation, Inc., a Colorado corporation (collectively, "**Seller**") and Soitec Solar, Inc., an Arizona corporation, formerly known as Concentrix Solar, Inc. ("**Buyer**").

RECITALS

A. Seller and Buyer have entered into that certain unrecorded Option and Purchase Agreement dated December 8, 2010 ("**Agreement**"), pursuant to which Seller has granted an Option to Buyer to purchase all or any portion of that certain real property more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**") upon the terms and conditions as set forth therein.

B. Seller and Buyer desire to execute this Memorandum and cause the same to be recorded in the Official Records of San Diego County, California for the purpose of memorializing the Agreement and to provide third parties with notice of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby acknowledge and agree as follows:

1. **Grant of Option.** Seller hereby grants to Buyer an exclusive option (the "**Option**") to purchase all or some portion of the Property from Seller upon the terms and conditions set forth in the Agreement which may be exercised on one or more occasions until Buyer has either delivered an option exercise notice for all of the Property that remains subject to the Option or the Option term has expired.
2. **Exercise of Option.** Should Buyer timely and properly exercise the Option as set forth in the Agreement, Buyer shall purchase from Seller and Seller shall sell to Buyer all Seller's interest in the Property upon the terms and conditions set forth in the Agreement.
3. **Option Term.** The term of the Option commenced on the Effective Date and shall expire on the twenty-eighth (28th) month thereof.

4. **No Transfers.** During the Option term Seller shall not sell, encumber or otherwise transfer any interest in all or any portion of the Property that remains subject to the Option, or agree to do so.
5. **Notices.** All notices, requests and communications required or permitted by the Agreement shall be given in writing by personal delivery (confirmed by courier delivery services), or facsimile, receipt confirmed, or first class US mail, postage prepaid, return receipt requested, certified, addressed as follows:

If to Seller:

HAMANN COMPANIES
Attn: John Gibson
1000 Pioneer Way
El Cajon, California 92020
Phone: (619) 440-7424

WATERSTONE SUPPORT
FOUNDATION
c/o Waterstone
Attn: Valerie Cornelius
2925 Professional Pl., Suite 201
Colorado Springs, CO 80904-8105

If to Buyer:

SOITEC SOLAR, INC.
4250 Executive Sq., Ste. 770
La Jolla, CA 92037
Attention: Michael Armstrong
Phone: (858) 638- 0981
Fax: (858) 349-2642

With a copy to:

WINSTON & STRAWN LLP
101 California Street
San Francisco, CA 94123
Attention: Loren Kessler Higgins, Esq.
Phone: (415) 591-1000
Fax: (415) 591-1400

6. **Recording.** The parties agree that this Memorandum shall be recorded in the Real Property Records of the County in which the Property is located. In the event there is any error or inaccuracy in the legal description included on Exhibit A to this Memorandum, Buyer shall be authorized to record a corrective Memorandum correcting the error in the legal description on Exhibit A.
7. **Purpose.** The sole purpose of this Memorandum is to give notice of the Agreement and all of its terms, covenant and conditions to the same extent as if the Agreement were fully set forth herein, and this Memorandum is subject to all of the terms, conditions and provisions of the Agreement.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

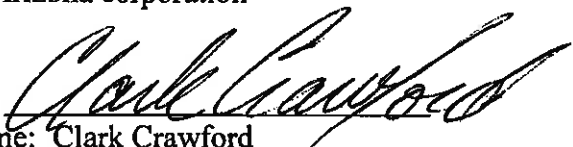
SELLER:

Waterstone Support Foundation, Inc.
a Colorado corporation

By _____
Name: _____
Its: _____

BUYER:

Soitec Solar, Inc.
an Arizona corporation

By 
Name: Clark Crawford
Its: Duly Authorized Signatory

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

SELLER:

Waterstone Support Foundation, Inc.
a Colorado corporation

By Valene Cornelius
Name: Valene Cornelius
Its: President

Notary Block for Seller:

STATE OF CO)
) ss
COUNTY OF El Paso)

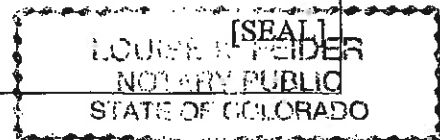
On December 9, 2010, before me, Louise K. Feider, personally appeared Valerie Cornelius, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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.

Louise K. Feider

Signature of Notary Public



My Commission Expires 4/10/2012

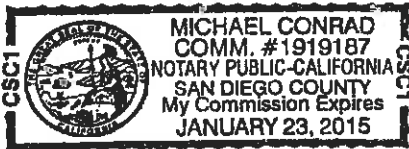
Notary Block for Buyer:

STATE OF California)
) ss
COUNTY OF San Diego)

On November 3, 2011, before me, Michael Conrad, 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.



Michael Conrad

Signature of Notary Public

[SEAL]

Exhibit A
to Memorandum of Option

Legal Description

All of 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 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO
MERIDIAN, ACCORDING TO UNITED STATES GOVERNMENT SURVEY APPROVED SEPTEMBER 6,
1880

APN 611-110-01

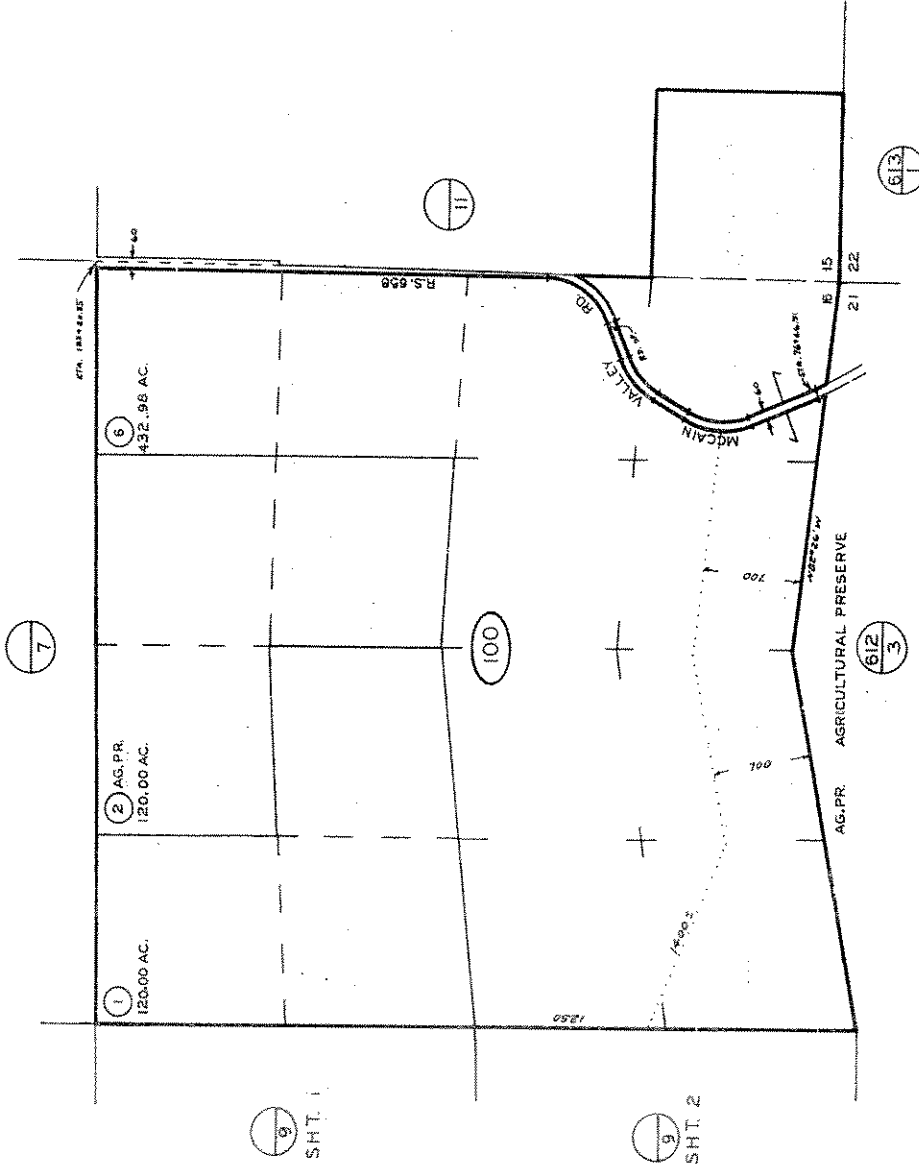
611-10

1" = 800'



9-75 LC

CHANGES			
BLK	OLD	NEW	YR CUT
57	3	1, 5	76 3972
100	4, 5	6	92 1072



MAR 17 1995

SEC 16-T17S-R7E
SEC 15-T17S-R7E - SW 1/4 OF SW 1/4

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS
ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS
MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

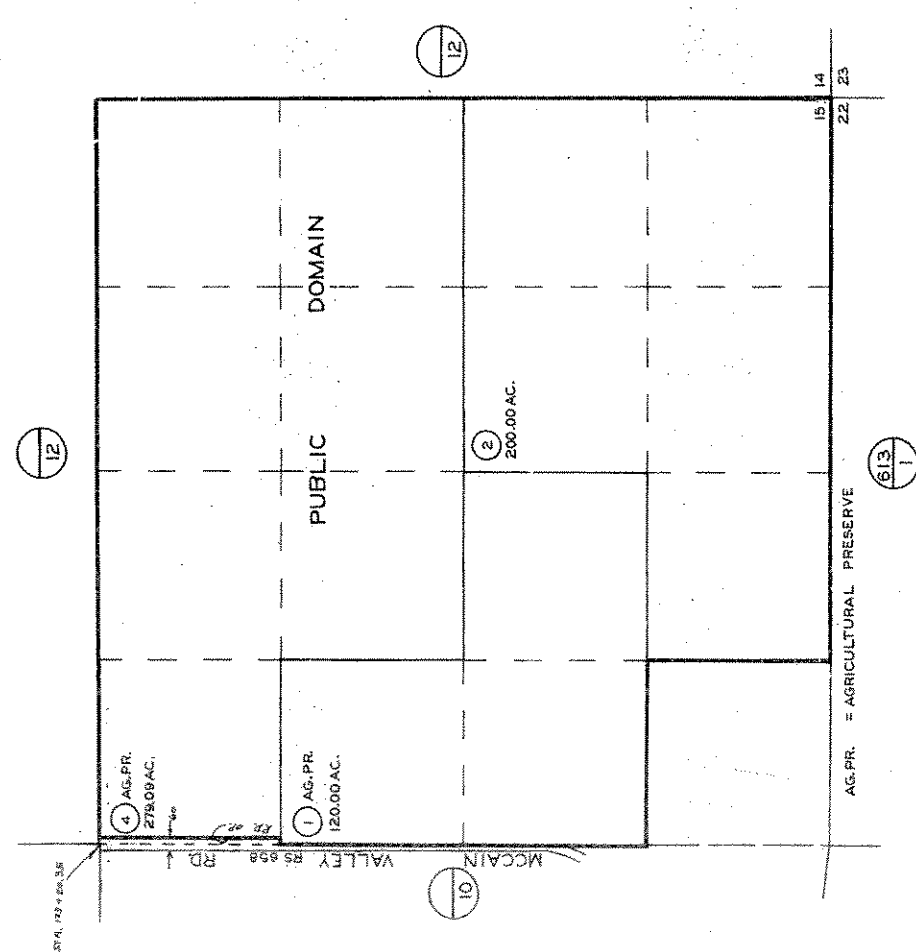
SAN DIEGO COUNTY
ASSESSOR'S MAP
BOOK 611, PAGE 10

611-100

611-11
1"=200'
N

2-2-95 R64

CHANGES			
BLK OLD NEWYR CUT			
PLOT	UP	4	76
3	AB	58	76.5972



THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



SAN DIEGO COUNTY
ASSESSOR'S MAP
BOOK 611, PAGE 11

SEC 15-T17S-R7E-POR

MAR 17 1995

OF THE TWO MONUMENTS AT THE 1/4 CORNER, BETWEEN SECTIONS 6 AND 6, AND THE MONUMENTS WHICH CONTRIBUTE TO THE LINE BETWEEN SECTIONS 2 AND 4, ACCORDING TO THE PLANS OF THE SURVEY, AND OF CERTAIN MONUMENTS PLACED ALONG THE ROAD, STANDARD BALLS, SOUTH 1/4, IN CORRESPONDENCE WITH THE 1/4 CORNER, AND BEING A CORNER, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

[illegible]

THE DIRECTOR OF THE CHINA SAVING SOCIETY
DETENTENED BY DIRECT LOCAL COOPERATION.

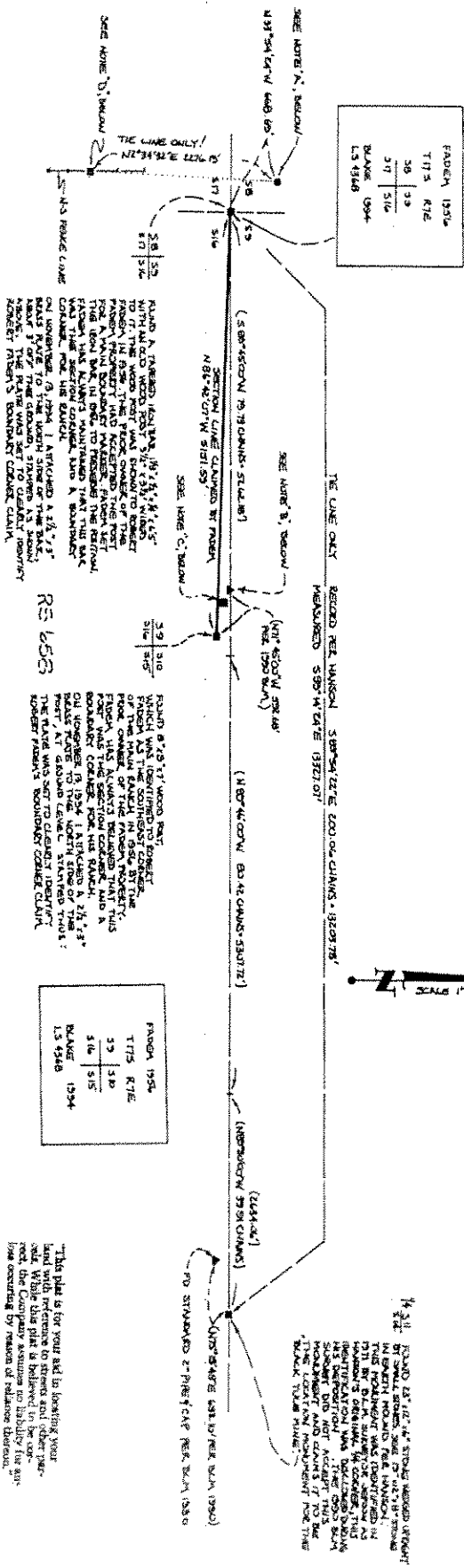
THIS MAP COLLECTIVELY REPRESENTS A SUBJECT MATTER OF FACT OR MATTER IN DISPUTATION IN CONNECTION WITH THE DISPUTED RIGHTS OF THE LAND OWNERS NOT AT THE REQUEST OF REQUEST AND PART FROM NATIONAL DATA AND THAT HAVE BEEN RECORDED OF SUBJECT AND INVESTIGATION ABOVE.



THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION
5706 OF THE LAND SURVEYORS ACT THIS 13th DAY
OF APRIL 1975.

[illegible]

DEPT. OF CORRECTIONS

[illegible][illegible]

NOTE C.
FOUND A 20" x 14" x 5" SLATE STANDING STONE, WITH "W" CHISELED ON ONE FACE, WITH FIVE DOWN AND FIFTY.
THE 200 B.A. MEASUREMENT FOR THE SECOND COINER DATES 1490-1510 A.D.
THE EXISTENCE OF THIS MONUMENT ILLUSTRATES THE EXTENSIVE KNOWLEDGE IN THE LOCATION OF LAND BOUNDARIES IN THE TOWNSHIP.
NORTHMAN, N.Y., 1930 OF B.A. 1900 RECORDED THIS MONUMENT

SEEK SHEET 1 FOR ADDITIONAL DATA ABOUT THE 43 STANDARD PARAMETERS

1. THE LOCATION OF THE ROOM STANDARD PARALLEL SOUTH IS NOT DETERMINED HEREBY.

2. THIS RECORD OF INVESTIGATION IS FIRED TO MAKE A RECORD OF A SUBSTANTIAL AMOUNT OF EVIDENCE WHICH WAS OBTAINED ON THE 1960 BLM RESERVATION.
3. THE "BUNDLE" OF "VEGET" ON THE SAME DATE IS NOT CONSIDERED FOR EVIDENCE.
4. NOT ALL OF THE 1960 BLM MONUMENTS ACROSS THE BUNDLE ARE LOCATED HEREIN.
5. 7933, 793 AND OTHERS DISTANCE ALONG THE BUNDLE FROM THE CENTER OF OFFSHORE AND ORIGINATE OFF THE BUNDLE AT 90°.

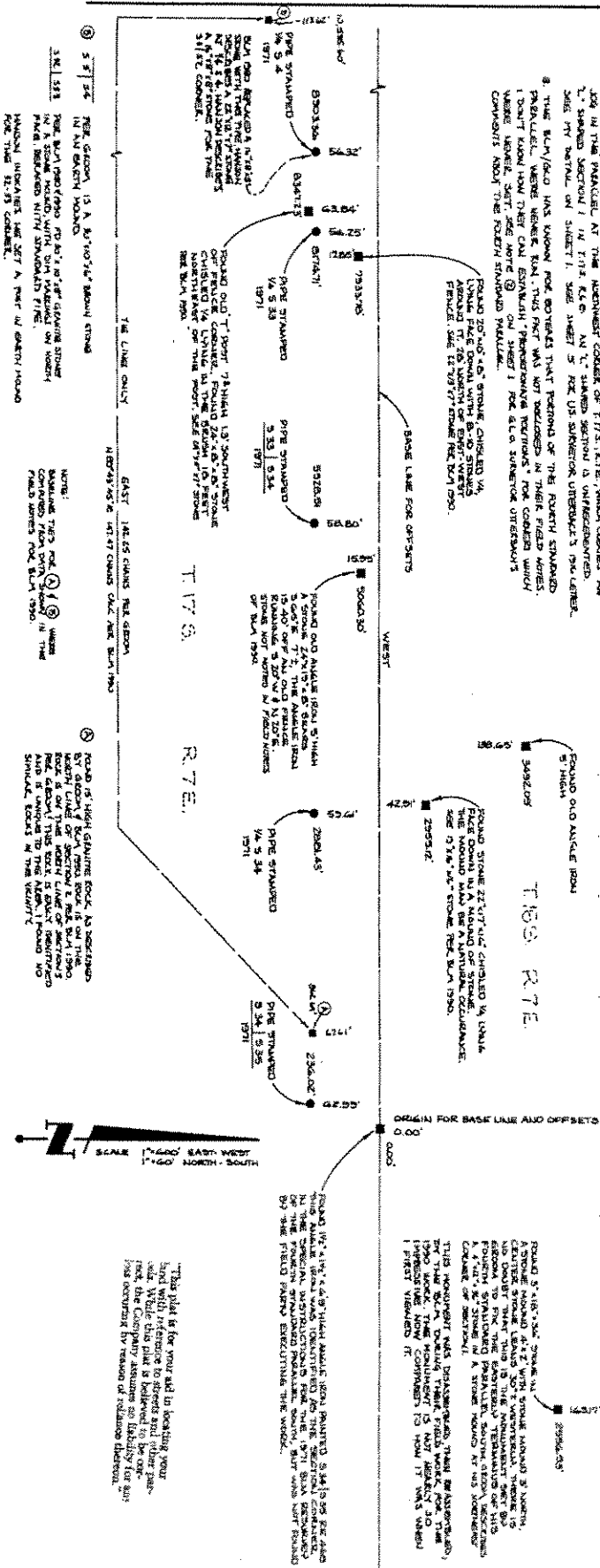
- ON THE BALM MOUNTAINS SHOWING MODERN DEEPSEAT MONOCLINAL FOLDINGS BETWEEN THE N 1/4 CORNER OF SECTION 4, T.7 N., R.12 E., AND THE CORNER TO SECTIONS 35 & 36 IN T.16 S., R.12 E., SOME 8 1/2 MILES EASTWARD.

- [illegible]

- <

- [illegible]

2. THE DATA RESEARCH CONDUCTED WITHOUT THE RESEARCH NEEDED ART TO DISCOVER UTTERANCE'S KNOWLEDGE OF CANTONS AND MOUNTAINS ALONG THE POWER STANDARD PARALLEL.



"This plot is for your aid in locating your hard with reference to streets and other places. While this plot is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon."

"This plat is for your aid in locating your land with reference to streets and other parcels. While this plat is believed to be accurate, the Company assumes no liability for any loss occurring by reason of reliance thereon."

TRACT NOTE

"TRACT" IS THE GOVERNMENT'S DESIGNATION FOR A PARCEL OF LAND LOCATED BY UNIQUE METHODS. IN AREAS WHERE THE ORIGINAL SURVEYS WERE FOUND TO BE INCOMPLETE, UNTESTED, OR FOUND TO CONTAIN INTOLERABLE DISCREPANCIES, THE GOVERNMENT HAS RELIED ON TRACTS TO EQUITABLY LOCATE PRIVATE PROPERTY. THE GOVERNMENT HAS MADE EXTENSIVE USE OF TRACTS IN THE AREA WEST OF THIS TOWNSHIP, AND THE WEST TIER OF SECTIONS IN THIS TOWNSHIP CONTAINS MANY TRACTS. THE BOUNDARIES OF LAND SURVEYED AS A TRACT HAVE GENERALLY BEEN ESTABLISHED BY PROJECTING RECORDED BEARINGS AND DISTANCES FROM SOME MONUMENT KNOWN TO, OR ACCEPTED IN GOOD FAITH BY, THE PRIVATE LAND OWNER. ESTABLISHING THE LOCATION OF DR. PADEN'S LAND BY TRACT METHODS IS A REASONABLE PROPOSAL, GIVEN THE HISTORY OF EXTENSIVE SURVEY PROBLEMS IN THIS AREA.

LEGEND

50.00 INDICATES CHAINS
 402.06' INDICATES FEET
 () INDICATES RECORDED FOR HANSON
 ● INDICATES OLD MONUMENT
 ■ INDICATES 1980 OR 1990
 BLM MONUMENT.

Notes
TRACT LINES SHOWN HEREON ARE BASED UPON THE DECEDED BEARINGS AND DISTANCES FOR THE SECTIONS AS REPORTED BY HANSON. TRACT LINES USE THE 8" X 8" POST AT THE S. 1/4, 1/4, 1/4 SECTION CORNER FOR AN ORIGIN.

BOUNDARY LOCATION AND ACREAGE STUDY

FOR SECTIONS 4 & 9 IN TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO
MERIDIAN, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

NOTES

THE 1980 BLM SURVEY WAS SUSPENDED BY MEMORANDUM ON MARCH 10, 1987. I WAS NOTIFIED OF THIS SUSPENSION IN THE COURSE OF CURRENT LITIGATION. THE COUNTY SURVEYOR'S MAP RECORDS CENTER HAS A COPY OF THIS PLAN FOR THE 1980 BLM SURVEY WHICH IS STAMPED "SUSPENSION BY MEMORANDUM DATED MAR 10 1987."

IN GENERAL, PRIVATE SURVEYORS ARE NOT AUTHORIZED TO DETERMINE THE BOUNDARIES OF THE PUBLIC LANDS OF THE UNITED STATES. DUE TO THE CONFLICTS IN AFFIDAVIT AND MONUMENTS HANDED BY THE BLM SURVEYORS OF 1980 & 1990, COULDED WITH THE INTOLERABLE DISCREPANCIES IN THE ORIGINAL WORK, THE COURT WILL ULTIMATELY NEED TO DECIDE WHERE BOUNDARY LINES SHOULD BE PLACED. THIS STUDY IS PRESENTED, OUT OF NECESSITY, TO ASSIST THE COURT IN MAKING THAT DECISION.

THE ABSENCE OF SUFFICIENT UNIMPEACHABLE MONUMENTS IN CONCORDANT RELATIONSHIP, COUPLED TO OTHERSACK'S OFFICIAL REPORT OF AUGUST 5, 1946, INDICATES THAT HANSON DID NOT CONDUCT A SURVEY OF T.17S., R.7E., S.8N. ACCORDING TO THE STANDARDS ESTABLISHED BY THE COMMISSIONER OF THE GENERAL LAND OFFICE FOR WORK DONE IN 1880.

THE OFFICIAL FIELD NOTE RECORDS OF NMFS 1980 AND 1986 RESEARCHERS MAKE NO MENTION OF UTTERBACK'S REPORTED OBSERVATIONS AND FINDINGS, AND THEY ACCEPTED STONES FOR ORIGINAL MONUMENTS WHERE HANSON DESCRIBES SEEING WOOD PONTS, WITHOUT ANY RECORDS OF PERTURBATION.

14853

R. of S. MAP NO.

SHEET 25 OF 17 SHEETS

Campo, California.

August 5, 1916.

U. S. Surveyor General,
San Francisco, California.

Dear Sir:- In accordance with your instructions, we have made investigation of the conditions of the supposed double standard parallel through range 7 east.

Beginning at the Standard corner of T. 17 S., R. 7 E., as re-established by Dep. Sut. Hanson, Mr. Wright retraced 5 miles east, finding the standard 1 sec. cor. for sec. 6, the Standard cor. of secs. 5 and 6, in the McCain Valley, and a mound of stone, unidentified but in the relative position of the closing cor. for T. 16 S., at 3 miles east.

Beginning at a point 10.98 chs. west of the closing cor. of T. 16 S., Rs. 6 and 7 E., set by U. S. Surveyor Chubb, supposedly to reestablish the corner set by Groom in 1856, I retraced 4 1/2 miles east along the Groom standard, finding no trace of any corners, and at this place entering land so rough and broken as to be almost impassable, and judging from my experience in this district, I know it to be worse than useless to go any farther into the hills looking for corners and therefore abandon my search.

The fact that within the next half mile or on the N. bdy of sec. 2, I would cross the Groom's a very prominent feature of topography recorded in the Groom's notes on the N. bdy of sec. 1; and the fact that Mr. Wright crosses the same creek or arroyo, on the north boundary of sec. 2 where Hanson records a ridge; Dep. Hanson's notes recording the creek on the N. bdy. of sec. 1, leads to the conclusion that neither of the Deputies above mentioned ever prolonged their lines through the rough mountainous country as reported by them.

After abandoning search for corners along the 4th Standard Parallel we retraced some of the subdivision lines in T. 16 S., R. 7 E., and found that these subdivisions were projected off from the Hanson resurvey of the Standard. The intersection of Hanson's subdivision lines would have fallen about 44.00 chs. south of their respective corners along the west boundary line as established by Dep. Groom, in 1856, some of the corners of which are still standing.

The complications thus arising are further aggravated by the fact that Dep. Hays survey of the S. half of T. 16 S., R. 6 E., was initiated from the 4th Standard as surveyed by Dep. Groom, but when the N. half of the township was surveyed by Dep. Hanson, it appears that he extended a line west from his line bet. secs. 18 and 19 in T. 16 S., R. 7 E., across T. 16 S., R. 6 E., and initiated his survey at that line. One of U. S. Surveyor Chubb's plats shows the lines between secs. 19-20, 20-21, 21-22, 22-23, 23-24, as being about 43.00 chs. in length.

We are instructed to reestablish corners by proportionate measurement for T. 16 S. along the 4th Standard Parallel through R. 6 E. In retracement of the Standard, I find that U. S. Surveyors Chubb and Dupuy have reestablished corners for T. 16 S. along that line. A careful study of their field notes show that they have set corners all through at least the south half of T. 16 S., R. 6 E., and made mates and bounds surveys of the private tracts.

-1-

It seems that the examining surveyors ignored the bearing trees witnessing the point for Dep. Groom's closing corner for T. 16 S., Rs. 6 and 7 E. and set an independent corner 190 lks. east of the point indicated by the old bearing trees for such corner.

In a field note book, labeled "FINAL T. 16 S. R. 6 E." one of these surveyors starts the record as follows:

"On account of the method of resurvey used in the S. half of this T. (Approved by Commissioner's letter) the cor. on this line originally set for four secs. are reestablished for the sections to the north only etc."

Then follows the resurvey of the 3rd latitudinal line west through the township, but no further notes in the book.

I am at a loss to know what disposition to make of Chubb and Dupuy's corners along the 4th Standard Parallel, as the above record indicates that The Commissioner of the General Land Office might have authorized a survey of the Twp. mentioned, and a destruction of Chubb and Dupuy's corners would effect the entire township. If their survey in that township was unauthorized, it might be possible to have issued by the General Land Office, a nunc pro tunc authorization of same and their field notes placed on file, after an examination of the work.

A further complication has arisen in T. 17 S., R. 7 E., from the method of reestablishment of the corners along the west boundary of that township for R. 7 E. only. We were instructed and have accordingly reestablished corners for R. 7 E. only by Stonington's measurement between the Brunt corner of R. 18 S., Rs. 6 and 7 E., on the international boundary and a mound of stone with cotton-tail supposed to have been the room cor. of sec. 1, 67 and 12 on the E. bdy. of T. 17 S., R. 7 E. Later we were advised that the mound was set by a Mr. McCain to mark the point for the W. SW 1/4 cor. of sec. 6, and that the corner for secs. 6 and 7, T. 17 S., R. 7 E., was in a valley practically 1 mile south thereof. This statement led to an investigation of the conformity of the subdivision lines in R. 7 E. with the reestablished corners along the T. 17 lines, and we find that a very distorted series of lines result, making a hardship on the land owners along the east side of this line in T. 17 S., R. 7 E., and necessitating a change in method of reestablishing corners for T. 7 E. along the range line. Reference to the enclosed sketch plat will show the conditions, which lead to the conclusion that Dep. Sur. Hanson never closed his subdivision lines in R. 17 S., R. 7 E. to the boundary lines neither on the north nor the west.

It would appear that the better method would be to reestablish the corners on the W. bdy. of T. 17 S., R. 7 E. by running westerly on the record course of the original notes to an intersection with the right line connecting the Hanson standard cor. of T. 17 S., R. 7 E. with the Brunt closing cor. of fractional T. 18 S., Rs. 6 and 7 E., and at such intersection, reestablish corners for two sections only, setting 1 section corners half way between, and in the case of section 6, set the 1 sec. cor. for sec. 6, at 40.00 chs. from the cor. of secs. 6 and 7. The above method would reproduce the position for the range line as surveyed by Dep. Groom, and would define the position for the corners in R. 7 E. as surveyed by Hanson.

This report is hastily made, in an attempt to reach your office while Assistant Supervisor of Surveys, Mr. Horton, is in San Francisco.

Very respectfully,
Wilford W. Utterback,
U. S. Surveyor.

-2-

This letter has been retyped from the copy in my file. The retyping was necessary to obtain a clear reproduction for purposes of including the letter on this Record of Survey.

Jon Blake

This plat is for your aid in locating your land. It is not to be used as a reference to streets and other parcels. The plat is believed to be correct. The Commission is not liable for any loss occurring by reason of reliance thereon.

DECLARATION OF JONATHAN KOESTERS BLAKE INCLUDED AND MADE PART OF THE
INVESTIGATION AND SURVEY OF THE PROPERTY OF ROBERT AND MARY FADEN KNOWN
AS BOUGH ACRES RANCH, LOCATED NEAR BOULEVARD, CALIFORNIA
OCTOBER, 1994

I, Jonathan Koesters Blake, declare:

1. I am a licensed land surveyor in the states of California, Arizona, Nevada, and Alaska. I have been a surveyor since 1970 and licensed in California since 1977. My office is located at 1739 Red Barn Road, Encinitas, California 92024. I am an appointed United States Mineral Surveyor. My assignments as a land surveyor have included government resurveys on behalf of the United States Forest Service, and I have been retained by them from time to time as an expert witness on surveying practices.
2. One edition or another of the government's "Manual of Surveying Instructions" ("Manual") that is based upon the Constitution, enactments of Congress comprising the "Rectangular System of Surveying" ("RSS") and codified in U.S.C.A. §§ 1-2012, and federal court decisions control original surveys and resurveys established or reestablished by government surveyors. Government surveyors were first contract deputies of the General Land Office (GLO) of the Department of the Interior and later career employees of GLO and since 1946, career employees of the Bureau of Land Management, successor to the GLO, and known as Cadastral Surveyors. Because of the work I have done in relation to original surveys and resurveys as well as my general surveying work, I am familiar with all the "Manuals" particularly the 1947 and 1973 editions.
3. Original surveys made by the government create the boundaries of

the public land, "Manual", ed. 1947, § 563.

4. Original surveys differ substantially from resurveys and are controlled by different rules, methods, and techniques. "Manual", ed. 1947, §§ 409 through 460.

5. The property of Robert and Mary Faden, in the McCain Valley is located by the United States in Township 17 south, Range 7 east, San Bernardino Meridian, (17-7). The north boundary of 17-7 should be the Range 7 east (R7E) portion of the Fourth Standard Parallel, south (4thSP).

6. I have been retained by the Fadens in my capacity as a land surveyor, uninterruptedly, since 1983.

7. In order for a surveyor to properly perform his work, he must be knowledgeable with the land where he is working and especially with the history of prior surveying activities affecting that land. In the course of my assignments in San Diego County I became familiar with the surveying history of many areas. Since 1983, I reviewed hundreds of government documents from BLM's California Office and thousands of records from the National Archives obtained in San Bruno, California, Laguna Niguel, California, and Denver, Colorado, pertaining to the area of the Fadens' land. I have talked with surveyors and other persons knowledgeable about the McCain Valley area especially regarding its surveying history. During the last eleven years I have investigated, studied, and done extensive field work pertaining to a 1971 BLM "dependent" resurvey of 17-7, Township 16 south, Range 7 east, San Bernardino Meridian (16-7) and R7E of the 4thSP, approved in 1980, and a 1988 BLM "corrective dependent resurvey", approved in 1990, and I am qualified to give testimony regarding them. My investigations included contiguous areas and distant townships. From my work I have determined

certain facts, made observations, and formed opinions recited below regarding all of the prior surveys and resurveys, including BLM's 1971-1980 "dependent" resurvey and its 1988-1990 "corrective dependent resurvey", and the resulting boundaries, relating to my clients property in McCain Valley, 16-7, and 17-7. My eleven years of experience in the area of the Fadens' property, while not professionally exclusive, far exceeds the total time allocated by the government to their surveyors who have worked in the area. The time has allowed me the luxury of carefully weighing evidence to evaluate past and recent surveying events and to reach clear and concise conclusions that are supported by, and explain, the evidence and the facts.

8. There have been ten known manipulations of the evidence in 17-7 or resurveys of parts of 17-7 that official records show have conditioned BLM's relationship to my clients and their property; five were authorized by the government's Land Department originally known as the General Land Office (GLO) and after 1946 the Bureau of Land Management (BLM), two properly, two improperly, and a third partially properly and partially improperly; and five were unauthorized but initiated by the Land Department:

The first was the 1980 resurvey by contract surveyor, A. P. Hanson, of Groom's original survey of the Range 7 east (R7E) portion of the Fourth Standard Parallel, south (4thSP). It was properly authorized.

The second was a short investigation and limited remonumentation in the area of 17-6 and 17-7 by GLO career surveyor Owens in 1910 at the direction of the Commissioner of Surveying. It was not authorized.

The third consisted of a thorough investigation and extensive remonumentation in Townships 17-6 and 17-7 by GLO career surveyors Chubb and Dupuy in 1911, at the direction of the Commissioner of Surveying, who gained an extensive knowledge of both townships; offered their services to do an "independent" resurvey 17-6; and were instead recalled to

Washington, D.C. It was not authorized.

The fourth was an "independent" resurvey of Township 17 south, Range 6 east, San Bernardino Meridian (17-6) by GLO career surveyor Wilford Utterback that was begun in 1916, officially unapproved in 1921, and only accepted by GLO in 1923. It was properly authorized. (See § 37)

The fifth was an "independent" resurvey of the western tier of section 3 of 17-7 by GLO career surveyor John L. Marboys that incorporated a "dependent" resurvey of the eastern boundary of the western tier of sections together with a portion of R7E, that was begun in 1921 and accepted in 1923. The westerly part was properly authorized, but the easterly part was not.

The sixth was an unauthorized and illegal secret resurvey restoration of a 9.10/4.3 section line boundary between my clients' property and public land that was performed by BLM road engineers (not surveyors) by setting wood stakes on the "line", sometime prior to 1963. This was first disclosed to my clients during "discovery" in 1988 in Circuit Court cases 88-01787, 88-00203 and 88-01297. The names of the those who did this work are not known to me.

The seventh was an unauthorized and illegal review, "investigation", and restoration of the earlier secret road engineers' resurvey and line staking, performed in 1970 by BLM career engineer, David Wickward, who claimed trespass, in writing, against my clients based on his restoration. It was not authorized.

The eighth was a "dependent" resurvey commenced in 1971 by BLM career surveyor Woodrow "Larry" Jenson of R7E and a part of 17-7 that was approved in 1980. Another part of this resurvey was conducted by BLM career surveyor Del Casler of a part of Township 16 south, Range 7 east, San Bernardino Meridian (16-7). It was improperly authorized because BLM knew that Utterback had earlier shown both Groom's survey of the 4thSP and Hanson's resurvey of the 4thSP and survey of 17-7 to be partially omitted, incomplete, in violation of the "Manual" rules and methods, and by definition frauds against the United States and all affected landowners.

The ninth was a "corrective dependent resurvey" commenced in 1986 by BLM career surveyor John "Steve" Parrish of R7E and a part of 17-7 that was approved in 1990; it was improperly authorized for the same reasons as the eighth.

The tenth resulted in 1990 when John "Steve" Parrish identified a 1935 San Diego County Road marker as the official 1880 original survey corner for sections 15, 16, 21, and 22 which is on private property and made a boundary line between it and his 1988-1990 relocated BLM 1971-1980 "dependent" resurvey corner for sections 9, 10, 15 and 16, said boundary being more than three quarters of its distance entirely between parcels of private property where the United

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States has no claim to land on either side, and said boundary constituting a new creation not existing prior to 1990, i.e. a manipulation of a resurvey. It was not authorized. (See § 102)

9. As I will elaborate in greater detail hereinafter, only the 1880 Hanson resurvey can have any effect on my clients' property according to statutes, 43 U.S.C.A. § 772, and all court decisions, because three of my clients' patents were issued prior to the dates of acceptance or approval of the other resurveys. The one exception, Hanson's 1880 resurvey, might also not be binding if my clients' predecessors relied on the pre-1880 boundaries of Pete Larkin's homestead in 17-7 for the good faith location of their patents and if Larkin had a pre-1880 government contract for occupation. A reference to Pete Larkin's house was made in Hanson's 1880 survey of 17-7 that followed immediately after completion of the resurvey, and a second reference was made to one of Larkin's fences. Historical data concerning Pete Larkin is included herewith at § 102 and § 103.

10. Soon after I began my field work it became apparent to me that the BLM surveyors who performed the 1971-1980 "dependent" resurvey either had not reviewed the official records of the prior survey and resurveys affecting the work they were assigned to do, or that they had ignored those records. In conversations with the BLM surveyor who did the work, Woodrow "Larry" Jepson, in 1985-1986, he acknowledged that in 1971 when he began restorations of Hanson's resurvey of R7E and of Hanson's survey of 17-7 that he had none of the official records with him, and relied on a United States Geological Survey (USGS) map of the area as his principle reference.

11. The boundaries of the public lands are established and/or reestablished by agents and employees of the United States by survey or resurvey that are meant to be conducted in strict conformity with

public land. "Manual" ed. 1947 § 563, ed. 1973 § 9-2

15. Official United States resurveys legally restore prior surveys or legally establish omitted surveys and omitted parts of surveys. "Manual" ed. 1947 § 387, ed. 1973 § 6-1

16. Resurveys are "dependent" when it is certain that the prior original survey was faithfully performed and where there is reliable and unassailable evidence in the field upon which a restoration can be based. Resurveys, not otherwise identified, are "dependent". Every "dependent" resurvey location is controlled by the reliable and unassailable evidence of the prior original survey. This bedrock concept allows the United States to resurvey. Limited deviation is permitted only to try to conform the restoration's boundaries with those of private property that had been located by the good faith belief of an affected landowner. "Manual", ed. 1930, 1947, 1973: "RESURVEYS".

17. Resurveys are "independent" when it is uncertain that the prior original survey was faithfully performed; or where there is an absence of reliable and unassailable evidence in the field upon which a restoration can be based; or where there are intolerable discrepancies found in the original work; or where part or all of the original survey was omitted and needs to be established. Private property located within an "independent" resurvey, historically, is located by "tract". Identified original survey evidence that conflicts with the planned location of the omitted or defective part of that survey can be excluded from an "independent" resurvey, but its existence and the reason for it being excluded must be recorded in the official field note records. "Manual", ed. 1947, §§ 161, 432, 438, 439

18. A "tract" is the designation of a parcel of privately owned land

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rules, methods, and techniques first adopted by Congress in 1785 and 1796, and as amended, known as the "Rectangular System of Surveying" and published from time to time in a "Manual of Surveying Instructions" ("Manual"), editions 1855, 1881, 1890, 1894, 1902, 1930, 1947, and 1973. Each edition controls the work performed from its publication date until the publication of the next edition. According to legal authorities, the "Manual's" rules, methods, and techniques absolutely control all government surveys and resurveys. See "Clark's Law of Surveying and Boundaries", McMillan and Bouman, The Mitchell Company, 3th edition, 1989.

12. The rules, methods, and techniques for original surveys differ from those for resurveys. "Manual" ed. 1930, 1947 and 1973.

13. Because government surveyors were suspected or known to omit portions or all of original surveys they claimed to have faithfully completed, on June 26, 1980, the Commissioner of Surveying of the GLO in his "Annual Instructions To Surveyors General Of the United States" declared:

... The laws regulating the surveys of public lands assign to each subdivisional landmark a particular position with relation to township boundaries, each landmark, properly located, constituting a corner monument to four principal subdivisions or of two or more sections. The "Manual of Instructions to Surveyors General", with supplements, fully describe the means and methods employed by the deputy surveyor in determining the true and legal positions of the land corners. The manual makes ample provision for seemingly unavoidable deviations from true lines. When it is found that the limits thus provided in the manual have been exceeded by the deputy surveyor, the original survey so made should be treated as fraudulent, the returns of the same should be canceled, and the deputy in case such result arises solely from lack of skill on his part, should be barred from further contracts. When such erroneous surveys are attributable to willful negligence upon the part of the deputy, the act is fraudulent, and approval of the returns must not only be refused by you, but the particulars of the case must be promptly forwarded to this office for such action as may be proper under existing law.

14. Official United States surveys legally create the boundaries of

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which was specially monumented on the ground by the United States. The "tract" must be concordant with the corresponding patent and the patentee's (and the patentee's successors') good faith belief about the location of the land granted by the patent. "Tracts" are required whenever the prior original survey of the township upon which patents are predicated was omitted in part or all, never having existed in fact, containing intolerable discrepancies, or whenever there is insufficient unassailable prior original survey evidence from which the township can be accurately restored. A "tract" should contain no fewer acres than specified in the patent. "Tracts" are necessary in "independent" resurveys to protect the "bona fide rights" of affected landowners. "Manual", ed. 1930, 1947, 1973.

19. The rules, methods, and techniques for "dependent" resurveys differ substantially from those for "independent" resurveys with the latter being similar to those for original surveys.

20. Public land boundaries, properly established, are binding on all.

21. The federal courts have held that resurveys improperly made or fraudulent are not binding on affected landowners. See *United States v. Reisman*, 504 F.2d 135 (10th Cir. 1975).

22. In 1857 Robert Groon, a contract surveyor for GLO conducted a survey of the 4thSP from Range 1 east through Range 7 east that, according to the rules, forever fixed the east-west location of the Ranges and the townships north and south of the parallel that are referenced to it.

23. In 1880 A.P. Hanson, another contract surveyor for the GLO, purportedly conducted a resurvey of Groon's survey of R7E or the 4thSP, and fixed the east-west location of R7E and the townships located north

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and south of the 4thSP referenced to it. Hanson's official record indicates he reestablished Groom's R7E by placing monuments at half mile and one mile distances to mark the subdivision lines of those townships.

24. I studied documents in the National Archives in Denver, Colorado, San Bruno, California and Laguna Niguel, California, that are part of the "Group 16" file which should be maintained in the California Office of the United States' Land Department, but were not. One is a written report dated August 3, 1916, made by United States GLO Career Surveyor Wilford Utterback addressed to the Surveyor-General of the United States (San Francisco) stating that Groom did not survey the eastern mile and a half or two miles of the required six mile distance of R7E as his contract required and as he reported having done. Please see pg. 5 of my "Investigation & Survey".

25. Utterback also reported that Hanson similarly failed to extend easterly the required six mile distance of his contract for resurveying R7E. Please see pg. 5.

26. Utterback also stated that Hanson did not close his subdivision lines in his survey of 17-7 on the north (which is R7E and the northern border of 17-7) or to the west (which is the common border between Townships 17-7 and Township 17 south, Range 6 east, San Bernardino Meridian (17-6) and, consequently according to Utterback, Township 17-7 "floated" without attachment to its chief control, namely R7E, and without attachment to a secondary control, namely its western township border. Please see page 5.

27. In addition, Utterback described finding a stone monument which he and his surveyor associates identified as a Groom corner, but later it was identified by a landowner named McCain as having been placed by

him to monument a one sixteenth corner where he believed it should be located - a quarter of a mile distance difference. San Diego County records show that the McCains had engaged the services of a local surveyor, S. L. Ward, in 1909 to substantiate the location of one of their patents which they contended encompassed the major water source in the area. Ward describes finding Hanson's wood stake for the quarter corner between sections 5 and 6. (See ¶ 29) Please see page 5.

28. By monumented corners dated 1916 the United States (Utterback) reestablished Township 17-6 by "independent" resurvey after abandoning original survey monuments and made 24 tracts and 36 boundaries based on the Chubb and Dupuy remonumentation or his own. According to the "RSS" and all statutes, 43 U.S.C.A. §§ 1-2012, the eastern township border of 17-6 is the western township border of 17-7.

29. By monumented corners dated 1923 the United States (Warboys) located the westernmost part of the western tier of sections of 17-7 by "independent" resurvey that relied mainly upon the eastern township border of Township 17-6 that had earlier been established by Utterback's "independent" resurvey. Warboys relied on two dimensional described stones as quarter corner monuments where Hanson described setting wood posts, ran township lines westerly according to Hanson's bearings, and made 15 tracts and 60 boundaries in 17-7. He allegedly reestablished the eastern boundary of the western tier of sections by "dependent" resurvey by relying on the same stone monuments that do not correspond with Hanson's survey descriptions and which can be assailed as having been placed by Chubb and Dupuy, by Utterback, by Warboys, or by local landowners. (See ¶ 27)

30. The 1916 "independent" resurvey of Township 17-6 established

Section 1 in the form of an "L"; an "L" shaped section illustrates the violation(s) of "Manual" rules, methods and techniques because it can not exist if the rules, methods, and techniques for survey are carefully and faithfully followed by the original surveyor(s).

The 1911 field book records of United States GLO Career Surveyors Chubb and Dupuy as interpreted by Utterback suggests that this "L" shaped section results from Groom becoming lost and going a half mile south and approximately 800 ft. westerly, after placing the monument for the eastern terminus of R6E, to place a second and different monument for what should have been the common corner for both R6E and R7E. Even though the proposition is unlikely, BLM's Director of Surveying, Clifford Robinson, makes that claim.

31. Groom's west-east line of the 4thSP from Range 1 east wanders north and south from cardinal and suggests he had trouble maintaining a true bearing. It is more likely that he "drifted" southerly a half mile or more from the cardinal line somewhere in the eighteen mile distance between Ranges 4 and 6, and was a half mile "off course" when he reached the northeast corner of 17-6. One explanation for the "L" is that Chubb and Dupuy constructed the monuments for both the northeast corner of 17-6 and the northwest corner of 17-7. History suggests that more usable land in 17-6 had been disposed to homesteads and to Indian Reservations by Presidential Proclamations than existed in the township so that the total effect of the Chubb and Dupuy remonumentation which was to enlarge the gross land area of 17-6 was entirely compatible with the needs of the Land Department at the time. (See ¶ 35 & ¶ 109)

32. In 1923 the United States published a map of 17-7 even though the five eastern tiers of sections had not been resurveyed and

continued to dispose of public land in Township 17-7 in spite of having been informed in 1916 by Utterback that a substantial part of the township had not been surveyed; that at least a mile and a half of the controlling R7E had been omitted in the original survey and never existed in fact; that subdivision lines were never "closed" and never existed; and that landowners were known to make stone monuments in the absence of others that were similar enough to the descriptions of monuments described by the original surveyors that subsequent hurried United States' career surveyors mistakenly accepted many of them as original. (See ¶ 135)

33. In August, 1916, Utterback telegraphed the Surveyor-General in San Francisco that he required an urgent meeting because of newly discovered surveying problems. His request was ignored and he resigned. According to one of his surviving sons, Ralph W. Utterback, of Toledo, Iowa, the resignation was untimely and caused family hardship. By special accommodation Utterback was permitted by the Surveyor-General to complete his official record from his field books after his resignation and after he had returned to his home in Iowa. (See ¶ 97)

34. I found no record in either BLM's California Office or the National Archives indicating that Utterback's "independent" resurvey of 17-6 was ever officially approved.

35. Official records show that Chubb and Dupuy were dispatched to the area of 17-6 and 17-7 by the Commissioner of Surveying in 1911 at the behest of the Commissioner of Indian Affairs to locate three Indian Reservations and to resolve land disputes and boundary conflicts between Indians, between Indians and settlers, and between settlers. Chubb and Dupuy devoted a year to the work and made thirteen field

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books, numbered A through J. The key to the trunk in which these field books were kept in Campo, California, is contained at the Laguna Miguel Archives. The field books were not there, and BLM has not responded to my requests for them. (See ¶ 112)

36. Official records indicate that Utterback's work in 17-6 and 17-7 was continued by GLO Career Surveyors Wright, Brown, and Warboys after his 1916 resignation.

37. The face sheet of what purports to be the official record of Utterback's "independent" resurvey of 17-6 states that it was "approved September 17, 1921". One copy of the plat of the "independent" resurvey in my possession shows a writing that appears to have been in pencil that states, "accepted May 16, 1923".

38. According to Warboys' plat map of his "independent" survey of the western tier of sections in 17-7 it was commenced in March, 1921, and approved in April, 1923. However, in the absence of an approval of Utterback's prior "independent" resurvey of 17-6 and its acceptance date being May 16, 1923, it is impossible to understand how Warboys' work could be approved because it relies mostly on Utterback's reestablished western township boundary of 17-6.

39. The land which my clients have occupied, held, and used since 1916 was acquired by their predecessors in interest from the United States, in part, by patents numbered 556234 dated November 27, 1916, signed by Woodrow Wilson; 684910 dated June 10, 1919, signed by Woodrow Wilson; and 838293 dated December, 12, 1921, signed by Warren G. Harding. All three of these patents were issued and accepted by the patentees prior to (emphasis added) the acceptance or approval of both Utterback's 1916 dated monumented corners and Warboys' 1923 dated monumented corners.

participated in the counting of tree rings and the growth patterns of live oak trees in the area. I learned that live oak tree growth approximates 1" to 1.5" per ten years in the area, meaning that Hanson's bearing tree would have grown four inches or more in diameter in 43 years, and its circumference should have been greater in 1923 as compared to 1880 by more than twelve inches. The acceptance of this kind of questionable "evidence" is not countenanced in the "Manual", and competent surveyors would not accept it.

43. Warboys also relied on monuments for his reconstruction of the western tier of sections of 17-7, in both the "independent" resurvey part and the "dependent" resurvey part that had not been described by Hanson. According to the "Manual" they could possibly be relied on for the "independent" resurvey part of his work if their source had been identified, but they differed widely from the "Manual" requirements for "dependent" resurvey monument identification, and should not have been relied upon in his "dependent" resurvey of the eastern boundary of the western tier of sections. The only plausible excuse for his actions was to locate 17-7 where the Land Department wanted it to be. (See ¶ 27 & 29)

44. The "RESURVEYS" portion of the 1930 edition of the "Manual" was pre-published shortly after the "Bona Fide Rights Act" was enacted by Congress in 1909 for the use of GLO surveyors. It provides at § 400 that Warboys' restoration of the eastern boundary of the western tier of sections should have been based only on original survey evidence.

45. Repeated references by Utterback to monuments he knew to have been established by Chubb and Dupuy were not mentioned nor referenced by government surveyors after 1916.

46. In spite of Utterback's 1916 report; in spite of Utterback's

40. According to all court decisions neither Utterback's nor Warboys' resurveys have any effect on the lands encompassed by my clients' patents where they were located by them and their predecessors based on those patents. *United States v. Stone*, 2 Wall. 525; 525; *Hughes v. United States*, 4 Wall. 272 v. *Powell*, 9 S.Ct. 203; *United States v. State Investment Co.*, 44 S.Ct. 289; *Moore v. Robbins*, 56 U.S. 530, *Hardin v. Jordan*, 140 U.S. 371, 11 S.Ct. 808; *United States v. Reimann*, (supra). The copy of the government patent file which I received on request may be incomplete; no patent to Pete Larkin is shown in 17-7 prior to, or after, 1880. (See ¶ 103)

41. The official record of the Utterback "independent" resurvey reveals that he relied on monuments as original survey corner locations that he knew had been constructed by Chubb and Dupuy. Utterback relied on a Chubb and Dupuy monument identified as the northwest corner of 17-7 that he believed was approximately 190 links (122.5') distant from where he believed Groom had located the corner. But, his writings leave no doubt but that he accepted the Chubb and Dupuy location for Groom's. Moreover, he relied entirely on this monument as the northern anchor for his subsequent reconstruction of the eastern border of 17-6. In an "independent" resurvey this is entirely acceptable providing that it is detailed in the official record by the surveyor. However, the effect of such alterations on adjoining township boundaries must be given careful consideration.

42. Warboys relied on the reestablished 17-7 Groom northwest township corner and progressed easterly one mile where he alleged restoring the 6.5 Hanson standard corner of 17-7 by relying on an ill-defined blazed tree whose circumference was smaller than the one described by Hanson 43 years earlier. As part of my investigation, I

and Warboys' "independent" resurveys; and in spite of knowing that my clients' patents preceded all prior reestablishments of the survey of 17-7, the Bureau of Land Management (BLM), successor to the GLO, commenced what it labeled a "dependent" resurvey of R7E and parts of Townships 17-7 and Township 16 south, Range 7 east, San Bernardino Meridian (16-7) (This is the township located north of R7E.) in 1971. The "dependent" resurvey was approved in 1980.

47. In 1983 my clients were first informed about BLM's 1971-1980 "dependent" resurvey by Assistant United States Attorney D. Michael Waltz.

48. In 1984 my clients learned from Archivist Tony Alcon at the Denver Archives that the deliberations that eventually approved this work were contentious for a prolonged nine year period; took place at the Denver, Colorado, Archives, by a special group of government surveyors appointed to review and approve resurveys conducted in the western United States; and that the approval came only after notice that the special group was to be disbanded in 1980.

49. In a 1985-1986 deposition, United States career surveyor, Jacobow "Larry" Jepson who performed the 1971-1980 "dependent" resurvey of 17-7 testified that he found no monuments where he believed the eastern part of the Range 7 east portion and the western part of the Range 8 east portion of the Fourth Standard Parallel to be, for approximately eight and a half miles, which he said was an "intolerable discrepancy". His not having discontinued the "dependent" resurvey after this realization violated the "Manual" rules. "Manual", ed. 1947, § 399. He affirmed that he was unfamiliar with the earlier Utterback report and the fact that the eastern mile and a half or two miles of R7E of the 4thSP had been omitted in a prior survey and prior

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resurvey.

50. He said that his "official instructions" directed him to restore the Hanson resurvey of R7E (rather than the Groom original survey). This contrasts with the "Manual" rule that original survey evidence controls "dependent" resurvey restorations. "Manual" ed. 1947, § 387, ¶ 2, ed. 1973, § 6-25.

51. Jepson testified that in 1971 he was instructed to protect the "bona fide rights" of all affected landowners, but at the time of the deposition in 1985 he was unable to define or explain the meaning of "bona fide rights". Not knowing what to protect, and consequently not protecting it, constitutes a violation of the "Manual" rules. "Manual", ed. 1947, §§ 392, 393, 394, 395, 396, 397, 398, 402.

52. During that same sworn testimony, Jepson admitted to finding a large stone monument which he identified as Hanson's stone monument for the quarter corner between sections eleven and fourteen (1/4-11,14) in Township 17 south, Range 7 east, San Bernardino Meridian, (17-7).

53. He testified that had he relied on this 1/4-11,14 monument for control of his subsequent resurvey work, as he knew he was required to do according to "Manual" rules, that the boundaries between private property and public land would be located differently than where they were subsequently located by him without reliance on his 1/4-11,14 monument. He testified that by relying on his identified 1/4-11,14 monument, the restored boundaries would be approximately where my clients and their predecessors claim them to be, and where I located them in my survey. Jepson testified that the 9,10/4,3 boundary would have been located slightly easterly of where my clients claim the boundary line is anchored by a 7'6" tall, aged, redwood post; a boundary line location that would give my clients very slightly more

57. I notified my client, Robert Fadem, about Parrish's views and directed him to go to the area and make certain that Parrish and Jepson had visited the same 1/4-11,14 monument location that we had earlier found and similarly identified, and the one referred to by Jepson during his deposition. My client reported to me two days later that he had tracked footprints from his property, where he, Jepson, and Parrish had enjoyed lunch together, approximately a mile and half easterly to the 1/4-11,14 monument and that it was one and the same. He did not discern a quarter mark on the stone. According to my client, several weeks later when they met, Parrish still spoke enthusiastically about the authenticity of Jepson's 1/4-11,14 and insisted that it had a 1/4 chiseled on its north face.

58. Jepson also described commencing his "dependent" resurvey of 17-7 from a point one mile distant from the designated "unit of the assigned work"; a point that had been marked by the San Diego County Engineer's Office in 1935 to memorialize the location of a road being donated to the County. The marker had no proper foundation history as a perpetuation of any original CLG survey monument. No such method or technique is described in the "Manual" for using a starting point outside the "unit of the assigned work". "Manual" ed. 1947, §§ 410, 481, ed. 1973, 6-3. (See § 80, § 126, § 127 & § 128)

59. BLM's 1971-1980 "dependent" resurvey accepted stones as Hanson corner monuments where Hanson described placing wood posts without any record of perpetuation as the "Manual" requires for monument identification. "Manual", ed. 1947, §§ 352, 353, 354; ed. 1973, §§ 4-20, 5-7.

60. BLM's 1971-1980 "dependent" resurvey accepted for certain corner locations stone monuments of different dimensions than those described

public land than they claim; and a boundary line that corresponded with a very, very old wood post and barbed wire fence line on which remnants of the barbed wire can be dated to the late 19th century or early 20th. The fence was destroyed in 1984. (See § 85)

54. Jepson testified that he reported his finding to his superior, Del Cazier, and that a short time thereafter his superior and BLM's California Director of Surveying, William Smart, came to his motel room in Pine Valley, California, at night, and that he, Smart, and Cazier (all three) agreed to "ignore" the existence of the found and identified Hanson stone monument for the 1/4-11,14, and to suppress all reference to it in the official record of the "dependent" resurvey; all in violation of "Manual" rules and in disregard of the will of Congress. 43 U.S.C.A. §§ 1-2012, "Manual" ed. 1947, §§ 399, 400, 438, 439, 440, 459.

55. In attendance at Jepson's deposition, in addition to the attorneys, my clients, and myself, were BLM's California Director of Cadastral Surveying, Clifford Robinson, and BLM's Supervisory Cadastral Surveyor John "Steve" Parrish.

56. At 7:35 P.M. on the Saturday following the last session of Jepson's deposition, or about January 24, 1986, I received a telephone call from Parrish at my home. He told to me that he and Jepson had walked to the 1971 identified 1/4-11,14 Hanson monument earlier that day. He said that "Jepson's 1/4-11,14 stone" was undoubtedly Hanson's monument for the quarter corner location between sections eleven and fourteen (1/4-11,14). He emphasized his opinion by claiming that he had identified a quarter mark chiseled into the north face of stone that absolutely proved its authenticity as Hanson's original monument for the 1/4-11,14.

by Hanson for locations where other stones or dimensions coinciding with those described by Hanson were identified otherwise; both are violations of the "Manual" rules for monument identification. "Manual" ed. 1947, § 353, 354, ed. 1973, § 4-2, 4-6, 5-7, 5-11, 5-12, 5-16. See 18 U.S.C. 1858 (Criminal Code)

61. BLM's 1971-1980 "dependent" resurvey of 17-7 made errors in measurement which violates the "Manual". One example is that it records the length of one of my clients' barns as 416 ft. that is only 140 ft.

62. BLM's 1971-1980 "dependent" resurvey of 17-7 identified a rock strewn hill as Hanson's "rocky butte", and failed to find the existing "rocky butte". A rock strewn hill deviates so far from a "rocky butte" description that such a wrong identification could only be a purposeful and intentional violation of "Manual" rules.

63. The 1971-1980 "dependent" resurvey overlooked or purposefully ignored locations monumented by stones or rock along R7E that correspond almost exactly as described in Groom's official record that according to "Manual" rules control the location of the "dependent" resurvey. "Manual" ed. 1947, § 409

64. One such ignored corner monument is Groom's eastern terminus of R7E of the 4thSP located approximately a mile and a half "short" of where Groom should have properly located it. The location of this monument substantiates Utterback's claim that Groom "shorted" the required six mile distance of R7E of the 4thSP.

65. Even though the misidentifications are not as dramatic as Groom's easterly terminus monument or Hanson's "rocky butte" they are nevertheless of equal importance in illustrating the poor quality of the 1971-1980 "dependent" resurvey's work. Some examples include the

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following:

Groom described placing a brown colored stone measuring 10"x10"x6" as the monument for the standard corner 5.4 on R7E of the 4thSP. The 1971-1980 "dependent" resurvey found a 10"x10"x6" stone at a location consistent with Groom's standard corner 5.4, which they identified as the closing corner 32.33 in 16-7 where Hanson describes "setting" a wood post monument. The 1971 surveyors alleged burying the stone beneath the brass capped steel post they placed to accentuate this location. When I excavated the site I found no buried stone measuring 10" in any dimension, but I did find three brown colored stones in close proximity at the bottom of the pit that together might have been the 10"x10"x6" stone described. I restored the monument and used large stones found in the surrounding area.

Hanson described placing a 16"x8"x8" stone as the monument for his standard corner 1.2. BLM's 1971 surveyors found a stone measuring 16"x8"x8" at a location consistent with Hanson's standard corner 1.2 which they identified as Hanson's monument for the quarter corner of section 4, a mile and a half distant from the standard corner 1.2. In marked contrast Hanson describes "setting" a stone measuring 22"x12"x7" for the quarter corner of section 4.

Groom described a 15' tall rock on R7E of the 4thSP, 62.25 chains distant from his standard corner 4.3, or a mile and 63.25 chains from his standard corner 5.4. I found this obvious natural object at the same "chained" distance from the above described standard corner 5.4; overlooked by BLM

66. Several times BLM's current California Director of Cadastral Surveying, Clifford Robinson, in my presence, asserted that the 1971-1980 "dependent" resurvey was intended only to restore Hanson's resurvey of R7E of the 4thSP, and evidence of Groom's original survey was irrelevant and immaterial. Such statements are sharply at odds with "Manual" rules. "Manual" ed. 1947, § 409, ed. 1973, § 6-1.

67. On occasions I offered to take him to view the Groom monuments that I had identified, but he declined. Subsequently, his surveyor designee, Parrish, followed my directions to Groom's R7E eastern terminus monument which he, then, purposefully altered radically: an action that violates the rules of the "Manual", and disrupts the restoration process by making it difficult or impossible for subsequent

72. Under date of March 10, 1987, BLM cancelled the 1971-1980 "dependent" resurvey by a "SUSPENSION BY MEMORANDUM"; the "Manual" does not recognize a suspension.

73. In 1988 BLM's California Surveying Office authorized a "corrective dependent resurvey" for its 1971-1980 "dependent" resurvey. No such correction is countenanced in the "Manual"; has never been authorized by Congress; and has never been incorporated in federal regulations. 43 U.S.C.A. § 772.

74. BLM's California Director of Surveying, Clifford Robinson, has claimed in my presence, that the "corrective dependent resurvey" is a continuation, and part of, the 1971-1980 "dependent resurvey". The "Manual" does not countenance any such continuation of an approved resurvey.

75. In 1988, BLM's career surveyor, John "Steve" Parrish, was assigned to perform the "investigation" and later the "corrective dependent resurvey". He had been employed by BLM for less than a year. He had never previously investigated an approved "dependent" resurvey. According to him, he had never surveyed in California prior to joining BLM, and had never previously conducted a "dependent" resurvey. He told my clients and me that he had a talent for finding corner monuments not previously found.

76. In 1990 BLM's California Surveying Office approved the "corrective dependent resurvey" in violation of "Manual" rules. 43 U.S.C.A. § 772.

77. BLM's "corrective dependent resurvey" corrected the errors of measurement, wrongly destroyed the senior GLO monument for the quarter corner between sections five and six that my clients and I had found by diligent search and accepted the monument constructed by the 1971-1980 dependent resurvey approximately 175 ft. southwesterly from the GLO

surveyor experts or judges to evaluate the historical and survey significance of the evidence. "Manual", ed. 1947, §§ 237, 238, 351, 352, 353, 354, 355, ed. 1973, § 4-3. When I last visited this monument I attempted to rebuild it according to photographs. See Clerk, "Law of Surveying and Boundaries", supra.

68. BLM's 1971-1980 "dependent" resurvey reduplicated a corner monument already in existence placed by the GLO in 1923 for the quarter corner between sections five and six in 17-7; the "Manual" does not permit two monuments for the same location and the existence of two is a violation. "Manual" ed. 1947, § 237, ed. 1973 §§ 4-1, 4-2, 6-33. The 1923 monument was the senior of the two and appeared not to have been previously moved or relocated. It was overlooked by BLM in the 1971-1980 "dependent" resurvey. (See § 77)

69. The Land Department (GLO and BLM) never officially found original survey monuments in Township 17-6 indicating the township had not been surveyed as reported by contract surveyor Hays in 1856, or his monuments were obliterated by Indians or settlers. Chubb and Dupuy in their 1911 letter to the Commissioner of Surveying describe a "line of monuments" they found in the center of 17-6. No further mention of these monuments is ever made in the official records. (See § 100 and § 111)

70. From 1983 to 1986 BLM was regularly informed by me or my clients about the herein described defects in the 1971-1980 "dependent" resurvey including all the errors, mistakes, omissions, wrong identifications, and monument reduplication.

71. In 1986 BLM authorized an "investigation" of the 1971-1980 "dependent" resurvey; the "Manual" does not recognize an "investigation" of a resurvey after its approval.

monument in fairly open country, wrongly identified the 1935 County Road Surveyor's marker as an official original survey monument, added private property to public land without making any effort to not impair the bona fide rights of an affected landowner, but otherwise adopted most of the "suspended" 1971-1980 "dependent" resurvey's corner locations. (See § 68)

78. The "corrective dependent resurvey" (Parrish) claimed to have found three stone monuments that had not been identified earlier, but the ones claimed showed unmistakable evidence of having been newly constructed.

79. Parrish placed great dependence upon topographic calls for corner locations even though his calls are questionable. Calls to topography such as "leave valley" or "enter valley" that Parrish mostly relied on which are vague and uncertain at best, and that are easily altered by flood are acceptable as part of the official resurvey process and corner location only under very specific circumstances according to the most recent 1973 edition of the "Manual". Topography was, and is, considered a reliable reference in original government surveys and resurveys when the features described are certain and unchangeable and not subject to the ravages of weather, i.e. Hanson's "rocky butte" and Groom's 15' tall rock.

80. Parrish declared the 1935 San Diego County Surveyor's staff's marker placed almost 50 years earlier to memorialize a road donated to the County, an original Hanson 1880 corner; a procedure not countenanced in the "Manual". According to official San Diego County records dating to 1932, the San Diego County Surveyor's staff was directed to a nondescript fence post location that was identified by "residents" as a corner monument; the "residents" are not named; are

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RFS MAP NO. 14853

not identified as landowners; and are not attributed with credentials for reliability in identifying original survey locations. There is no history of perpetuation. In 1935 the nondescript fence post was referenced to buried iron nails at two quarter mile points, material never known to be used in original surveys, and allegedly to a government monument at a mile distance. Many of the topographic calls which constitute most of the basis of Parrish's interpretation are dubious. (See § 126 & § 127)

81. Parrish accepted for a corner location a "mound of stones" urged in 1971 by a land surveyor named Simonds (MS 904) that had been rejected by the 1971-1980 "dependent" resurvey. In 1971 he was known to be assisting a local landowner trying to establish a right-of-way money claim against the California State Highway Commission. I found a partial map in Utterback's records that shows a "tract" in the name of a landowner Simonds which suggests the possibility that Simonds was a time-changed name family member, and that his claimed corner location may have been self-serving. Additionally, Simonds' "mound of stone" does not correspond with what Hanson described for that corner location. One private surveyor since 1971 (PM 13511) accepted Simonds' monument corner, but another (PM 2964) relied on BLM's 1971 corner that had been restored by proportionate measurement.

82. Parrish also accepted the corner of sections 8, 9, 16, and 17 where BLM's 1971-1980 "dependent" resurvey had located it, which he earlier took great pains to prove to me was bogus. I was already suspicious of the corner before he tried to convince me it was bogus because BLM's 1971-1980 "dependent" resurvey accepted a stone for the monument of the corner where Hanson's official record describes a wood post. Parrish's proof was extensive and included a series of official

construct a new steel post and barbed wire fence in the approximate same north-south axis as the aged one that supports my clients' boundary claim. This destruction of valid evidence of a patent's location violates "Manual" rules. "Manual" ed. 1947, 238, 387, 388, 389, 390, 392, 393, 394, 395, 399, ed. 1973, 4-2. (See § 53)

86. BLM never informed my clients of its contemplation, preparation, commencement, progress, completion, nor approval of the 1971-1980 "dependent" resurvey in violation of "Manual" rules. "Manual" ed. 1947, § 445 (See § 107 & § 118)

87. BLM's 1988-1990 "corrective dependent resurvey" was challenged in the United States District Court under the aegis of the "Quiet Title Act" on May 1, 1992 by my clients, and is pending.

88. In my opinion, based upon my own studies, research, field investigation, and official government records, the government's resurveys of 1916-1923, 1923, 1971-1980, and 1988-1990, ostensibly made to define portions of 19-7, have no effect on my clients' private property or on their boundaries because their patents and the patents of their predecessors in interest preceded the resurvey's dates of acceptance or approval. Moreover, there is substantial evidence that the last four named government (GLO and BLM) resurveys are frauds against the United States and against all affected landowners. 43 U.S.C.A. § 771. (See § 40)

89. In my opinion, Groom's monument at the eastern terminus of R7E of the 4thSP not only substantiates Utterback's opinion that Groom "shorted" the Range 7 east portion of the Fourth Standard Parallel by approximately a mile and a half, but that his omitted easterly part of R7E constitutes a fraud against the United States and against all

United States aerial photographs that showed the field in which the monument was supposedly found to have been plowed and planted in grain since at least 1943, approximately 10 years earlier, making it virtually impossible for a stone monument to have survived. In addition, he and his assistant unearthed the corner location and the immediate surrounding area to a depth of approximately three feet without any evidence of the "found" notched stone supposedly buried at the site by BLM's 1971-1980 "dependent" resurveyors. This particular corner as located by BLM's 1971-1980 "dependent" resurvey also departs by more than seven degrees from cardinal; a variation that alone tends to invalidate the reliability of the identification. My clients tilled and planted this field from 1957 until 1965.

83. Congress and the federal courts have held that the United States can survey and resurvey the public lands as often as it wishes and however it wishes for its own information providing that no vested interest of any landowner is affected. 43 U.S.C.A. § 772

84. Since at least 1960 BLM has known the boundaries claimed by my clients and their predecessors in interest, between their private property and public land. BLM has purposefully chosen to ignore those claims in violation of "Manual" rules and in violation of the "Bona Fide Rights Act" of 1909. "Manual" ed. 1947, §§ 392, 393, 395, ed. 1973, 6-12, 6-13, 6-14, 6-16; 35 Stat. 845; 36 Stat. 884; 40 Stat. 965; 43 U.S.C.A. § 772

85. A very old fence with a remnant of barbed wire that has been dated to the late 19th century or early 20th century corresponds in location to the mainstay location of my clients' boundary claims. A goodly portion of this fence was irresponsibly destroyed by a private fence building company in 1984 that had been contracted by BLM to

affected landowners according to the definition of fraud cited by the United States Commissioner of Surveying in 1880. (See § 13)

90. In my opinion the omitted part of R7E of the 4thSP results in intolerable discrepancies that can not be properly alleviated or legally corrected by "dependent" resurvey if the "RSS" and the "Manual's" rules, methods, and techniques are followed.

91. In my opinion, the "shorted" R7E precludes contiguous north and south townships from being established by survey in accordance with the rules, methods, and techniques as adopted by Congress in the "RSS" and as published in the "Manual" because the "RSS" and the "Manual" require all townships to be six miles square, more or less, and the four and half mile or less wide R7E can not accommodate six mile wide townships.

92. In my opinion the existing evidence along R7E suggests Hanson commenced his resurvey near or at the point where he believed Groom had established the standard corner for Ranges 6 and 7 east, but when he progressed easterly four and a half miles he found Groom's large, impressive stone monument described for the Range 7 east terminus, the standard corner for Ranges 7 and 8 east. Hanson was faced with a dilemma: Groom either stopped his easterly progress a mile and a half or two miles "short" because of the severity of the terrain, or, he; Hanson, had erred in his choice of a commencement point. Since his official record makes no allegation against Groom it is reasonable to believe that he chose the latter, reversed direction, and resurveyed westerly six miles, overlapping onto R6E.

93. In my opinion Hanson perpetrated a fraud against the United States and against all affected landowners even though he completed the required six mile distance for R7E because he did not explain his traverse from east to west in contravention of "Manual" rules. The

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location of Groom's eastern R7E corner monument in a deep ravine makes it apparent that there was no other way for Hanson to have found it except as I suggest. Even today with modern equipment such as four wheel-drive vehicles and helicopters the monument can not be located without first knowing its whereabouts. My clients and I found Groom's eastern R7E monument by "following the footsteps" of the original surveyor from west to east, as the "Manual" directs, and we found Hanson's "rocky butte" by the same technique when traversing east to west in accord with Hanson's official record.

94. My opinions are supported by the irrefutable evidence of Hanson's "rocky butte" that he described just easterly of his westernmost standard corner location for Ranges 6 and 7. This "natural object" has been disregarded, denied and ignored by BLM surveyors since I brought it to their attention in 1987 even though every edition of the "Manual" accords the highest priority for survey and resurvey location to "natural objects". I have studied and viewed all of Hanson's descriptions in his surveys of 16-7 and 17-7 as well as those he made elsewhere at the approximate same time and there is no doubt but that the "rocky butte" I identified in 17-6 is the "rocky butte" described by Hanson easterly of where he established the standard corner for Ranges 6 and 7 east. One uncontestable confirmation is that Hanson's "rocky butte" can only be seen from the east; it can not be seen from the west; and Hanson's official field notes show that he made his resurvey of R7E of the 4thSP by traversing from east to west.

95. In my opinion BLM's 1971-1980 and 1988-1990 surveyors failed to "follow the footsteps" of the prior surveyors which accounts for them not finding Groom's eastern terminus monument and Hanson's "rocky butte" and violated "Manual" rules.

small part of 17-7 or had his entire field notes made by a cartographer remains undetermined. Hanson's field note record correlates with what was known in 1880 as the "San Diego to Yuma Road" that traversed generally west to east. If he surveyed at all, it was narrowly along this road. The existence of excellent quality War Department road maps would have permitted a cartographer to make the field notes from interspersed ground or elevated observations. This technique has been described and discussed by Francois D. Uzes in his book, "Chaining the Land, a History of Surveying in California", Landmark Enterprises, Sacramento, California, 1977. I lean towards the belief that Hanson traversed some of the southern part of the township. He might have abandoned his own alleged southern exterior township boundary and realigned his traverse with Groom's exterior township boundary. My reason for such a speculation is that south of the San Diego to Yuma Road I found one corresponding topographic call to an unchangeable natural object. I doubt that he set monuments for corner locations as he claimed to have done. In Reimann, supra, the township at issue was one surveyed by the same A. P. Hanson, who BLM surveyors claimed performed a "fatally defective" original survey. The salient point those BLM surveyors made to convince the court of the "fatally defective" nature of Hanson's work was that he was not sufficiently long in the township to have done the survey; he surveyed half of their township in twelve days. He was in all of 17-7 for thirteen days at most. It must be understood that 17-7, where it is now located by BLM, contains a portion of the Carizzo Gorge which constitutes a formidable, time consuming surveying challenge. And, it is undoubtedly where GLO contract surveyor Groom wrote in his official record, "The mountains east of this point are broken, rocky, barren, and impassable". In my

96. In my opinion there is proof that Hanson's resurvey of R7E of the 4thSP overlapped westerly onto the Range 6 east portion of the 4thSP and is located more than a mile and a half westerly from the corner accepted by Utterback as Groom's northwest corner of Township 17-7. And that proof consists of Groom's unassailable monument for his easterly terminus corner of R7E of the 4thSP which is a mile and a half "short" of where it should be located theoretically; and Hanson's "rocky butte" at the western end of his six mile westerly progression of R7E of the 4th-SP from Groom's terminus monument.

97. In my opinion the sudden knowledge or realization of Hanson's overlap is what precipitated Utterback to resign from the GLO when the Surveyor-General ignored his request for an immediate conference to discuss new problems. (See § 13)

98. In my opinion the government has long known of the overlap and has made every conceivable effort to obliterate all information that might reveal the true facts to the public. The Chubb and Dupuy field books, thirteen in number and dated 1911, undoubtedly expose the overlap, and is likely the reason those field books are not made available to us.

99. In my opinion, both Utterback's 1916 field work and his monumentation and Warboys' 1923 field work and his monumentation were intended to obliterate Hanson's resurvey overlap.

100. In my opinion, Warboys' 1923 "independent" and "dependent" resurveys of the western tier of sections in 17-7 are unfounded and irresponsible.

101. Based on my extensive field studies of areas contiguous and distant to my clients' property, it is my opinion that Hanson was present in what is now 17-7. Whether or not he actually surveyed a

opinion Hanson could not have done a survey in that short period of time. Even Parrish has stated that Hanson did not survey the "eastern two tiers of the township and much of the center". Utterback reported he failed to "close" subdivision lines on the north and west. Those admissions alone indicate he could not have faithfully surveyed 17-7; and any reestablishment of 17-7 would necessarily have to be done by "independent" resurvey or by "cadastral" survey as pledged to my clients by the Secretary of the Interior in 1970.

102. BLM's surveyor Parrish has suggested that Hanson employed two or more "crews" to accomplish the task, but there is no support in Hanson's official record for that suggestion. Moreover, I do not believe there are any unassailable Hanson monuments in the northern part of the township other than on R7E of the 4thSP. I do not believe Hanson surveyed the northern part of the township in which my clients' patents, deeds, and property are referenced and where they are located. (See § 8)

103. In my opinion Hanson's official record is sootily fraudulent and was prepared as described by Uzes in "Chaining the Land", supra, by cartographer(s) based on Hanson's spotty observations. His references to Pete Larkin's house and fence support my views because Hanson's official record locate Larkin's house and a fence in the vicinity of the present Heust Ranch that is located a little more than a mile southerly of my clients' property. Larkin was a reknown person of his time and is referred to as "the father of Jacumba", a community located in another township, east of 17-7, also surveyed by A. P. Hanson. According to aged, long time landowners in 17-7, James "Tule Jim" McCain and Don Ruby, in personal communications to my client Robert Padew, Larkin never lived in 17-7. He did, from time to time, drive

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his cattle through 17-7 en route from the Cuyamaca Mountains where he "summered" his herd. He participated in what is known as the "last Indian battle" that occurred in the area on February 27, 1880, just shortly before Hanson commenced his resurvey and survey. Thefts of his cattle were the alleged cause of the Indian massacre that ensued. Ella McCain, whose family name was given to the valley in which my clients' property is located, wrote in her 1950 original treatise, "Memories, a History of San Diego" at page 74, San Diego Historical Society Library, that Pete Larkin lived in Mountain Springs and in Jacumba. Confused observations between townships in fraudulent cartographic preparations of official survey records is not unusual. (See ¶ 40)

104. In my opinion BLM's California Surveying Office dispersed most of the historic records contained in the "GROUP 16" file that pertain to R7E, 17-6, and 17-7 to the Archives sometime before the 1971 "dependent resurvey" was authorized, making access to them very difficult even though every government surveyor is required to acquaint himself/herself with all prior surveys and resurveys in the township in which he/she is assigned to do work.

105. In my opinion the only plausible explanation for BLM's dispersment of those historic records was to deny easy access to surveyors and the public so that a request for restoration by "dependent" resurvey might be considered reasonable. Whereas, if the facts were known, no restoration would be considered, and only a cadastral survey or "independent" resurvey could be done.

106. It is my opinion that BLM's choice of their surveyor to perform the "dependent" resurvey of R7E and of a part of Township 17-7 was largely based on his inexperience.

107. It is my opinion that the only plausible explanation for BLM

choosing an inexperienced surveyor was to achieve a restoration of the easterly part of Township 17-7 where they wanted it rather than to acknowledge it could not be restored and that an "independent" resurvey was required which would compel them to tract private property affected by the "independent" resurvey.

108. In my opinion the principle reason my clients were never informed about BLM's contemplation, planning, commencement, progress, completion, or approval of the 1971-1980 "dependent" resurvey was to avoid the "Manual" requirement for incorporating in the official record any and all objections of affected landowners. In this instance my clients had already informed BLM of the whereabouts of their historic boundaries, had been assured in a letter dated October 30, 1970, by the Secretary of the Interior that their dispute was recognized, and that a resolution would be accomplished by a cadastral survey (emphasis added). "Manual", ed. 1947 §439 (See ¶ 86 & ¶ 118)

109. In my opinion, in 1971 BLM's compelling reason for its actions was to establish Township 17-7 where it would include a north-south road on public land that it built in the early 1960's, with special monies donated by the State of California and meant to be located on public land, but in actuality wrongly built on my clients' private property even after being told of the impending mistake. (See ¶ 35 & ¶ 112)

110. In my opinion the "L" shaped Section 1 in Township 17-6 is due to intolerable discrepancies resulting from Groom's "shortened" survey of R7E, from Hanson's east to west resurvey of R7E that overlapped onto Ref, complicated by the 1911 reenumeration attributed to Chubb and Dupuy intended in part to develop sufficient land to meet GLO's disposals and the President's proclamations of new Indian Reservations,

and as interpreted and relied on by Utterback in 1916. (See ¶ 31)

111. It is my opinion that most, if not all, of the stone monuments that are alleged to be original Hanson monuments in the general area of the current eastern five tiers of sections of Township 17-7 were placed by patentees to locate the boundaries of where they believed their patented land to be or were "set" by surveyors where they were wanted. The acceptance of these kinds of stone monuments without a clear history of perpetuation from the wood posts described by Hanson at corresponding locations, in clear violation of the rules for monument identification in the "Manual", in the making of resurveys constitutes a fraud against the United States and against all affected landowners.

112. It is my opinion that the present location of 17-7 is theoretically approximately where it should have been located, but is not where it was located. There is unassailable evidence that Hanson established the R7E of the 4thSP control of 17-7 approximately a mile and a half westerly of its theoretical location. Had he actually surveyed the township it would have been located a mile and a half westerly of its theoretical correct location. If that had happened there would have been no evidence of his having "closed" his subdivision lines to the north where Utterback expected to find them and possibly none to the west if he had adhered to Groom's R6E latitude location. Hanson's range lines would have fallen along courses of quarter corner locations rather than along the section corner courses, and would have escaped detection. The failure of the government to find monuments in 17-6, possibly because they were removed by Indians or settlers, would be a further explanation of the reason Hanson's overlap and "shift" was not detected; but the fact remains that no monuments were ever identified so the "overlapped"

survey is speculative, and if Hanson never actually surveyed, as I believe, it is of no significance. (See ¶ 69 & ¶ 121-d)

113. Sometime shortly after we had found and reported on the official records that had been dispersed to the Denver and Laguna Niguel Archives, my clients, Robert and Mary Faden, were informed by the chief archivist at the San Bruno Archives that BLM's California Office took from the San Bruno depository a large collection of uncatalogued surveying records by official request. There is a likelihood that the Chubb and Dupuy field books were included in that material. (See ¶ 35 & ¶ 109)

114. In my opinion, BLM chose the 1986 "investigator" who later performed the "corrective dependent resurvey" not only because of his claimed talent for finding monuments but also because of his inexperience in southern California.

115. In my opinion, the surveying violations described herein evidence a course of action on the part of GLO and BLM which has been and remains a fraud against the United States and all affected landowners as defined by the Commissioner of the GLO in 1880. (See ¶ 13)

116. In my opinion Utterback's and Harboys' "independent" resurveys and BLM's 1971-1980 "dependent" resurvey and its 1988-1990 "corrective dependent resurvey" realigned R7E of the 4thSP and realigned 16-7 and 17-7 where they theoretically should have been, but not where or how they were originally located.

117. It is my opinion both BLM's 1971-1980 "dependent" resurvey and its 1988-1990 "corrective dependent resurvey" knowingly coningled and applied the rules, methods, and techniques for original surveys, "dependent" resurveys, and "independent" resurveys, and are frauds

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against the United States and against all affected landowners.

118. It is my opinion that in 1971 BLM's California State Office of Surveying had compelling reasons for knowingly and purposefully defrauding the United States and all affected landowners, and did so in the belief that private surveyors and landowners would not undertake the immensely difficult and expensive task of exposing the frauds as my clients and I have done. Those compelling reasons relate to BLM having accepted funding in 1963 from the State of California for a road supposedly to be built on public land which was wrongly built on my clients' private property.

119. In my opinion one of BLM's reasons from 1971 through 1980 for not telling my clients about the "dependent" resurvey was that an affected landowners' objections to an "independent" resurvey, which BLM's 1971-1980 "dependent" resurvey certainly was in part or whole, must be included with the official record for review by the approving party(ies). "Manual" ed. 1947, § 439. (See § 86)

120. In my opinion BLM's California Director of Cadastral Surveying, Clifford Robinson, avoided viewing Groom's eastern terminus corner monument so as not to be held principally culpable in the 1971-1980 and 1988-1990 "dependent" resurvey frauds against the United States and against all affected landowners.

121. It is my opinion that BLM's California Director of Cadastral Surveying's repeated assertions that the 1971-1980 "dependent" resurvey is controlled by the intervening 1880 Hanson resurvey rather than by the prior original 1857 Groom survey reflects his overriding obsession with what the courts have allowed the government to do, generally, without consideration of how the courts have limited what is allowed in regard to private property. It also reflects his lack of understanding

allow me to conclude that two of his three monuments had been recently built, and the third recently moved. Those signs consisted, in part, of grass still green beneath piled up stones; of lichen growth on shaded, covered surfaces of stones; of hardened indentations in surrounding areas of earth corresponding with the configurations of certain of the stones in the monument indicating from where they had recently been removed; and, shaped discolorations on stones outside the monuments corresponding exactly with identical shaped discolorations on stones in the monument showing where they had previously abutted. One other that occurred over time was a dramatic change in lichens on the single stone Parrish had identified as the "new" 1/4-11,14. It was discerned by chance from photographs made from time to time as others were brought to the area to evaluate the monuments. There were other less conspicuous signs but not less important. My clients lodged a complaint with the Justice Department's Office of Professional Responsibility who denied jurisdiction.

c) One of the first things I did after receiving the Padens' assignment was to locate evidence of the 1935 San Diego County Engineers' Survey which had placed markers, one of which Parrish relied on in 1990 to allege the location of Hanson's corner to sections 9, 10, 15 and 16. That evidence consisted, in part, of short 14"-16" long pieces of reinforcing iron rod, known as "pins", that the County buried as recoverable memorials of its work. Using a metal detector I found one "pin" located easterly and southerly from BLM's 1971-1980 "dependent" resurvey's corner for sections 9, 10, 15 and 16, by approximately 60 ft.-80 ft. from where I expected to find it according to the existing roadway. The "pin" was bent in a manner that I know from long experience in San Diego County to be the result of being

that the initial restored portion of RTE of the 4thSP was based on a Groom corner (re: Utterback).

122. In my opinion BLM has exhibited a pattern of deceit that also includes the following:

a) In 1986 my clients and I demonstrated an aged, dead tree to Parrish which was located near the 4thSP. We suspected it might have been a bearing tree. He returned later that day after we had parted to remove from that tree a "blaze" that his assistant had visualized while in our presence by reflecting light with a mirror into the decayed interior of the tree. We first learned of his actions several weeks later when we brought a surveyor expert to view the tree and found it chainsawed in half with a large portion missing. Parrish had removed and retained to himself the inscribed portion of that tree.

b) In 1988 after Parrish was assigned to perform the 1988-1990 "corrective dependent resurvey" and after he had authenticated Jepson's 1/4-11,14 monument by finding and describing a 1/4 on the north face of the stone, he informed an official of the San Diego County Surveyor's Office, Dan Harrison, that he had found three previously undiscovered original Hanson monuments in the easterly portion of 17-7, one of which he claimed was the "true" Hanson's 1/4-11,14 monument, at a different location than the one identified, ignored, and suppressed by Jepson et al in 1971. Harrison commented to me about Parrish's claims during a casual conversation. In as much as my clients and I had previously made a virtual foot by foot search of that area of 17-7 as well as of contiguous parts; and because we, too, had earlier found the same stone monument that Jepson identified as Hanson's 1/4-11,14, I went immediately to the area with my client, Robert Pades, to evaluate Parrish's three new monuments. We discovered unmistakable signs that

struck and dragged and moved, at least once, by earth moving equipment, and it was lying horizontal, another known result of having been moved and dragged. The terrain showed that earth movers had worked the area. I know that "pins" that show unmistakable signs of having been struck by earth movers can not be used for reliable reference, and I discarded it by casually throwing it in the general direction of where I believed it could have been buried originally "in line" with the existing roadway. In early 1986, as I was leaving my clients' property, I observed Parrish and his assistant searching the area near the corner of sections 9, 10, 15, and 16. I stopped and asked if I could be of any help. Parrish replied that they had been unsuccessfully searching for evidence of the 1935 County surveying work. I explained to him my having found the "pin", its condition, and my discard of it. I offered to loan him my metal detector or to try to find the "pin" where I best remembered throwing it. He asked that I find it for him. I did so by the use of my metal detector. He subsequently relied on the location of that damaged, bent, and knowingly moved "pin" to relocate the corner of sections 9, 10, 15, and 16 approximately 15.1 ft. westerly and approximately 1.2 ft. northerly of where the 1971-1980 BLM "dependent resurvey" located the same corner. By so doing he moved one boundary between my clients' property and public land from where they had been located by BLM's earlier 1971-1980 "dependent" resurvey, and the relocated corner serves as a new claim by the United States to land that had been occupied, held, and used by my clients and their predecessors since before the first resurvey in the area that affected 17-7. It also altered a boundary between my clients and their neighbor(s). In 1991 I asked Parrish what his rationale was in relying on the road "pin" I found for him. From his response I realized he had

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SHEET 15 OF 17 SHEETS

RdS MAP NO. 14853

no recollection whatsoever of my having assisted him in finding the "pin" nor in my informing him of the circumstances that made the "pin" unreliable and unusable. During Jepson's deposition in 1986, he described Parrish relating to him the circumstances of my assistance to him in finding the "pin" which Jepson refers to as a "peg". See page 87 of Jepson's January 22, 1986, Deposition.

d) In 1989 my clients and I carefully studied the area of BLM's 1971-1980 "dependent" resurvey's corner for sections 9, 10, 15 and 16 because we observed Parrish and his assistant devoting much of their time in that vicinity. We observed that stones in the ground had been unearthed for hundreds of feet surrounding the BLM's 1971-1980 "dependent" resurvey corner to sections 9, 10, 15, and 16. I concluded from what we observed that BLM was searching for a stone described in the 1935 San Diego County Surveyor's record of the road being donated to the County, which was described as a "buried stone" at the end of the road. After I learned in 1990 that Parrish had relied on "my pin" to relocate the corner, I revisited the area more out of curiosity than anything else. Much to my interest, recent heavy rains had unearthed stones that were not apparent previously. One in particular was found in a shallow pit that had probably been a deeper excavation before the rains and could have been recently buried. That stone measures 19.5"x12"x7.5" and coincides closely with Hanson's description (19"x12"x8") of the stone he monumented the quarter corner between sections eleven and fourteen (Jepson's 1/4-11,14). Several weeks later when my client was showing the stone to a friend, on a morning after a recent shower, the friend pointed out to my client what he believed were marks on one face of the stone. The marks could be best seen when the stone was damp. I reinspected the stone, and the marks are a 1/4.

127. In my opinion BLM's 1988-1990 unfounded and irresponsible relocation of the corner to sections 9, 10, 15 and 16 as described above, portends new land and boundary disputes between my clients and their neighbor(s).

128. In my opinion BLM's 1988-1990 unfounded and irresponsible relocation of the corner to sections 9, 10, 15 and 16 as described above was intended to illustrate to my clients BLM's dominion and to punish them for having refuted BLM's 1971-1980 "dependent" resurvey and for having discovered it to be defective.

129. In my opinion, in 1971, when Jepson, Smart, and Casler elected to ignore and suppress all reference to Jepson's 1/4-11,14, that control for the "dependent" resurvey was lost, and Jepson was required to find some other control. He chose the County's 1935 road marker to begin his "construction" of a north/south line that he counterfeited as the 9,10/4,3 section line. This was easy for him to do in as much as the prior two unauthorized resurveys had cleared, brushed, and set wood stakes for their counterfeit 9,10/4,3 lines, and all he needed to do was to follow. The County's marker was, and remains, outside the "unit of the assigned work".

130. In my opinion, the only uncontested control of BLM's 1971-1980 "dependent" resurvey, after the abandonment of Jepson's 1/4-11,14 was R7E of the 4thSP and is either Groom's original 1887 survey of R7E of the 4thSP as is consistent with "Manual" rules, or is Hanson's resurvey of the R7E of the 4thSP that (a) I believe overlaps into 17-6 which is denied by BLM, or (b) is BLM's alleged Hanson's resurvey of the 4thSP that I believe is counterfeit. R7E of the 4thSP is within the "unit of the assigned work". (See § 80)

131. In my opinion, BLM's "corrective dependent resurvey" (Parrish)

The stone is possibly the one described in the 1935 San Diego County Surveyor's record. In my opinion it is most likely a stone placed by a local landowner; but, the possibility that it was Hanson's monument for the 1/4-11,14 would coincide with other evidence that Hanson's resurvey of R7E of the 4thSP was a mile and half westerly of where it theoretically has been realigned, concordant with Groom's "shorted" R7E, but unlikely in my opinion. On page 86 of his January 22, 1986, Deposition, Jepson related Parrish speaking to him, just a month or so earlier during a conversation about the County Road and right-of-way, about the County's "(bearing rock)", presumably the same stone as described above, found in what appeared to have been a recently excavated shallow pit. (See § 111)

123. In my opinion BLM's 1988-1990 "corrective dependent resurvey's" relocation of the corner to sections 9, 10, 15 and 16 was based on unreliable and previously moved "pin" evidence, was known to not conform to the most critical topographic call, violated "Manual" rules, and ignored all basic surveying principles.

124. In my opinion BLM's 1988-1990 "corrective dependent resurvey's" relocation of the corner to sections 9, 10, 15 and 16 was unfounded and irresponsible.

125. In my opinion BLM's 1988-1990 unfounded and irresponsible relocation of the corner to sections 9, 10, 15 and 16 as described above, portends a new land dispute between my clients and the United States.

126. In my opinion BLM's 1988-1990 unfounded and irresponsible relocation of the corner to sections 9, 10, 15 and 16 as described above, portends new boundary disputes between my clients and the United States.

made the County marker an official United States original survey monument for the corner of sections 15, 16, 21, and 22 with specious evidence to lend credibility to the earlier 1971-1980 "dependent" resurvey, and for no other reason. In my opinion "control" can not be made in retrospect, certainly not nineteen years later. The corner to sections 15, 16, 21 and 22 remains outside the "unit of the assigned work", irrespective of its new identification, which is a requirement of every authorizing "official instructions" for every resurvey. (See § 58 and § 80)

132. In my opinion a live oak tree that lies very near, or on, a line drawn between BLM's 1988-1990 "corrective dependent resurvey's" alleged location of the corner to sections 15, 16, 21 and 22 and the location of its newly alleged corner to sections 9, 10, 15 and 16, and close to the corner to sections 15, 16, 21, and 22, existed in 1880, and certainly would have been a bearing tree if Hanson had ever established the corner at that location.

133. In my opinion, a live oak tree lying approximately 110 ft. southerly of Parrish's corner to sections 9, 10, 15 and 16, and just easterly of a line between it and his newly identified corner for sections 15, 16, 21 and 22, would have been recorded as a bearing tree by Hanson if he had ever been in the location of Parrish's corner to sections 9, 10, 15 and 16, which, in my opinion, he was not.

134. In my opinion the prominence of the trees is further proof that the County's marker was not located at an original survey corner, and that Hanson was not in that portion of the township and did not faithfully survey 17-7.

135. In my opinion the boundary that was newly created by BLM's 1990 "corrective dependent resurvey" between the alleged original survey

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corner for sections 9, 10, 15, and 16 and the alleged original survey corner for sections 15, 16, 21 and 22 was done without authorization and without specific "special instructions" and constitutes a fraud against the United States and against all affected landowners. It wrongly attempts to establish a boundary between parcels of private property where the United States has no claim to land on either side for more than three quarters of its distance and is expressly prohibited. It is not countenanced in the "Manual", eds. 1947 and 1973. (See § 32)

136. In my opinion, the newly created boundary referred to hereinabove is another attempt by BLM to justify unwarranted and illegal prior conduct by United States government engineers and surveyors.

137. In my opinion BLM's California Office of Surveying has developed rules, methods, and techniques for resurveys that are concoctions of its own making which are inimical to the rules, methods, and techniques of the "RSS" and as published in the "Manual".

138. It is my opinion that BLM's present California Director of Cadastral Surveying, Clifford Robinson, is principally culpable for the 1971-1990 "dependent" resurvey fraud(s) against the United States and against affected landowners because he recommended approving the "corrective dependent resurvey" when he knew, or should have known, the facts set forth herein, and the need for "independent" resurvey or cadastral survey, the latter having been pledged by the Secretary of the Interior in 1970 and contained in a letter to my clients.

139. In my opinion both the 1980 and the 1990 so-called "dependent" resurveys of R7E and Townships 16-7 and 17-7 impair the bona fide rights of my clients, Robert and Mary Fadem, and disregard the will of Congress as expressed in the "Bona Fide Rights Act of 1909".

140. It is my opinion that the intolerable discrepancies in R7E; the reported defects and deficiencies in the survey of Township 17-7; the frauds; and BLM's violation of most, or all, of the rules contained in the "RSS" and the "Manual" in respect to "dependent" resurveys allows a private surveyor like myself to locate the boundaries between public land and private property; and especially in this case since the BLM has twice before located some of them differently, once in 1980 and again in 1990.

141. It is my opinion, based on an extensive study by my clients and myself, the imitation of a three dimensional described stone is an extremely time consuming and difficult undertaking that increases in difficulty with larger dimensions. This is one reason why the disparity between the stones accepted as original monuments by GLO's 1923 "dependent" resurvey, BLM's 1971-1980 "dependent" resurvey, and BLM's 1980-1990 "corrective dependent resurvey" from those described in the official records of the original surveys is critically important to understanding the surveying events that have occurred in 17-7 and the adjoining township(s).

142. In my opinion the boundaries between public land and the private lands of my clients, Robert and Mary Fadem, based on their patents, that I have defined, require final approval by a court with jurisdiction.

143. My work is intended to define the land claims of my clients and to serve as a resource to the court in fixing the public land boundaries.

Respectfully submitted this 11th day of APRIL, 1995, at San Diego, California.

Jonathan Koesters Blake
Jonathan Koesters Blake

"This plat is for your aid in locating your land with reference to streets and other parcels. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon."

Recording Requested by
First American Title
NCS Department

RECORDING REQUESTED BY
First American Title Insurance Company
National Commercial Services

AND WHEN RECORDED MAIL TO:

Charities Support Foundation
Attn: John C. Mulder, 2925 Professional Place,
Suite 201
Colorado Springs, CO 80904-8105

DOC # 2004-0739115



AUG 04, 2004 3:40 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER

FEES: 191.50

OC: OC

PAGES: 2



2004-0739115

File No.: NCS-102313-CBD (mf)

A.P.N.: 611-110-01-00

20761

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$170.50; CITY TRANSFER TAX \$0.00;

- [☒] computed on the consideration or full value of property conveyed, OR
[☐] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[☒] unincorporated area; [☐] City of San Diego County, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Pamela F. Palisoul, as Trustee of Trust "B1.(a)" of the Robert S. and Mary O. Fadem Trust dated February 4, 1972, as to an undivided 56.25% interest; Pamela F. Palisoul, as Trustee of Trust "B1.(b)" of the Robert S. and Mary O. Fadem Trust dated February 4, 1972, as to an undivided 18.75% interest; and Pamela F. Palisoul, as Trustee of Trust "B2." of the Robert S. and Mary O. Fadem Trust dated February 4, 1972, as to undivided 25% interest**

hereby GRANTS to **Charities Support Foundation, a Colorado Non-Profit Corporation**

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

The Southwest Quarter of the Northwest Quarter, and the North half of the Southwest Quarter of Section 15, Township 17 South, Range 7 East, San Bernardino Meridian, according to United States Government Survey approved September 6, 1880.

Dated: 07/29/2004

Date: 07/29/2004

20762

Pamela F. Palisoul, as Trustee of Trust
"B1.(a)" of the Robert S. and Mary O. Fadem
Trust dated February 4, 1972

Pamela F. Palisoul
Pamela F. Palisoul, Trustee TTE

Pamela F. Palisoul, as Trustee of Trust
"B1.(b)" of the Robert S. and Mary O. Fadem
Trust dated February 4, 1972

Pamela F. Palisoul
Pamela F. Palisoul, Trustee TTE

Pamela F. Palisoul, as Trustee of Trust "B2."
of the Robert S. and Mary O. Fadem Trust
dated February 4, 1972

Pamela F. Palisoul
Pamela F. Palisoul, Trustee TTE

STATE OF

San California

} ss.

COUNTY OF

San Diego

On

August 3, 2004

me,

CAROL SPARDUTObefore
personally

appeared

PAMELA F. PALISOUL

~~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 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.

This area for official
notarial seal

Signature

Carol Sparduto

My Commission Expires:

Nov. 17, 2007

Notary Name:

CAROL SPARDUTO

Notary Phone:

(760) 268-4200

Notary Registration Number:

1451394County of Principal Place of Business: SAN DIEGO

DOC # 2007-0568374



AUG 27, 2007 2:28 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER

FEES: 3304.20

OC: OC

PAGES: 3



2007-0568374

RECORDING REQUESTED BY
First American Title Insurance Company
National Commercial Services

AND WHEN RECORDED MAIL TO:
Harmony Grove Partners, LP
1000 Pioneer Way
El Cajon, CA 92020

7614

F6
3P
UF
TT
1CON

Space Above This Line for Recorder's Use Only

A.P.N.: 611-030-01-00 and 611-070-01-00
and 611-100-02-00 and 611-060-03-00
and 611-090-03-00

File No.: NCS-296130-SD (LG)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$3,280.20; CITY TRANSFER TAX \$0.00;

- [☒] computed on the consideration or full value of property conveyed, OR
[☐] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[☒] unincorporated area; [☐] City of San Diego, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **WaterStone Support Foundation, Inc., a Colorado Non-Profit Corporation**

hereby GRANTS to **Harmony Grove Partners, LP, a California Limited Partnership**

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

See Exhibit "A" for complete legal description

Dated: 08/13/2007

WaterStone Support Foundation, Inc., a
Colorado Non-Profit Corporation

Valerie Cornelius
By: VALERIE CORNELIUS, TREASURER

7615

A.P.N.: 611-030-01-00 and 611-070-01-00 and 611-100-02-00 and 611-060-03-00 and 611-090-03-00

Grant Deed - continued

File No.: NCS-296130-SD
(LG)

Date: 08/13/2007

STATE OF Colorado)SS
COUNTY OF El Paso)

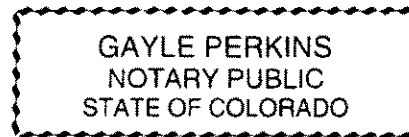
On August 20, 2007, before me, Gayle Perkins
Notary Public, personally appeared

Valerie Cornelius, 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.

Signature

Gayle Perkins



My Commission Expires 10/23/2010

My Commission Expires: 10/23/2010

This area for official notarial seal

Notary
Name: Gayle Perkins
Notary Registration
Number: 20024034607

Notary
Phone: 719-447-4620
County of Principal Place of
Business: El Paso

A.P.N.: 611-030-01-00 and 611-070-01-00 and 611-100-02-00 and 611-060-03-00 and 611-090-03-00

Grant Deed - continued

7616

File No.: **NCS-296130-SD**
(LG)

Date: 08/13/2007

Exhibit "A "

PARCEL A:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY APPROVED SEPTEMBER 6, 1880.

PARCEL B:

THE NORTHEAST QUARTER; NORTH HALF OF SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8; THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 9; AND THE NORTHEAST QUARTER OF THE NORTHEAST OF SECTION 17; ALL IN TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES SURVEY APPROVED SEPTEMBER 6, 1880.

PARCEL C:

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 UNITED STATES GOVERNMENT SURVEY APPROVED SEPTEMBER 6, 1880.

3. Lot Nine (9) in Block 76, Yucaipa City, in the County of San Bernardino, State of California, as shown on a Map recorded in the office of the County Recorder of said County.

PERSONAL PROPERTY:

1. Promissory note executed by W. H. Root and Lillian Root, his wife, for \$750.00, in favor of Mary C. Root, dated November 15, 1930, due November 15, 1932, with interest at 4% per annum.

Bel. of principal unpaid,	\$578.92
Int. accrued to Dec. 22, 1933,	32.43
Total	\$611.35
2. Household furniture, rugs, silverware, utensils and household equipment.
3. Cash in the hands of the executor, \$1,396.20

Done in open Court this 7th day of September, 1934.

H. G. Ames,
Judge of the Superior Court.

The foregoing instrument is correct copy of the original on file in this office.

Attest: Jan. 23rd, 1935.

J. M. Backs, County Clerk and Clerk of the Superior Court in and for the County of Orange, State of California.

By Edna Squires, Deputy.

Superior Court
Orange
County
California

Recorded at request of Leonard Evans Feb. 13 1935, at 32 min past 9 A.M.

In Book 737 Page 85 Official Records of Orange County. Filed Sep 7 1934,
Justine Whitney, County Recorder J. M. Backs, County Clerk
By H. Deputy.

Recorded at request of S. B. Kaufman, Dec. 5 1935,
7 min past 9 A.M.

O. M. SWOPE, COUNTY RECORDER
By Deputy D. Cole.

COMPALED

DEPUTY COUNTY RECORDER

\$5.40
64895 /29

EASEMENT FOR COUNTY HIGHWAY
ROAD SURVEY 658

KNOW ALL MEN BY THESE PRESENTS:

That we, James L. McCain, and George E. McCain and Virginia B. McCain, husband and wife, Grantor, of Boulevard, County of San Diego, State of California, owners of the hereinafter described lands, for and in consideration of One dollar (\$1.00), to us in hand paid by the County of San Diego, State of California, or on its behalf, the receipt whereof is hereby acknowledged, and the benefits to accrue to us by reason of the location and establishment by the County of San Diego, State of California of a public highway upon, over and across said lands, and we do hereby signify our approval of and consent to the location, establishment and construction of such highway thereon and and do, by these presents hereby grant, convey and dedicate to the County of San Diego, State of California, grantee, the right of way and incidents thereto for such public highway upon, over and across the said lands, hereinafter described, lying and being in the County of San Diego, State of California, and particularly described as follows, to-wit:

Sections 15-16 & 21, T. 17 S., R. 7 E., S.B.B. & M.

Said highway right of way hereby granted, conveyed and dedicated is more particularly described as follows, to-wit:

A strip of land 60 feet wide, 30 feet each side of the following described center line:

Beginning at a point in the easterly line of said Section 21 from which the Southeast corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section bears S.0°13'30"W. 472.73 feet; thence N 38°57'W. 992.99 feet to the beginning of a curve to the right having a radius of 1000 feet; thence along said curve through a central angle of 16°20' a distance of 225.07 feet; thence N 22°37'W. 514.63 feet to the beginning of a curve to the right having a radius of 500 feet; thence along said curve through a central angle of 32°00' a distance of 453.78 feet; thence N 29°23' E. 266.79 feet to the beginning of a curve to the right having a radius of 500 feet; thence along said curve through a central angle of 41°00' a distance of 357.79 feet; thence N 70°23'E. 260.84 feet to the beginning of a curve to the left having a radius of 500 feet; thence along said curve through a central angle of 69°31' a distance of 606.65 feet to a point in the easterly line of said Section 16 from which the northeast corner of said section bears N 0°52'E. 3212.96 feet; thence N 0°52'E. along said easterly line 3212.96 feet to said northeast corner of Section 16. The boundary lines of said above described strip of land shall be prolonged or shortened so as to terminate in the easterly line of said Section 21 and in the northerly lines of said Sections 15 & 16.

It is understood that the undersigned grantors grant only that portion of the above described right of way to which they hold title and in which they are interested.



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

IN WITNESS WHEREOF, the party of the first part has hereunto set her hand the day and year first above written.

Signed and delivered HERMINE SCHWARTZENBERG
in the presence of

ELSE TURNER

HARRIET K. HOBART

STATE OF CALIFORNIA,

CITY AND COUNTY OF SAN FRANCISCO,) ss. On this 10th day of August in the year One Thousand Nine Hundred and Sixteen before me, HARRIET K. HOBART, a Notary Public in and for the said City and County, residing therein, duly commissioned and sworn, personally appeared HERMINE SCHWARTZENBERG, married, known to me to be the person described in and whose name is subscribed to and who executed the within and annexed instrument, and she duly acknowledged to me that she executed the same.

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

HARRIET K. HOBART
NOTARY PUBLIC
CITY AND COUNTY SAN FRANCISCO
CAL.

HARRIET K. HOBART
Notary Public in and for the City and County of San Francisco, State of California.

RECORDED AT REQUEST OF JAMES M. WALLACE,
Jun 17, 1938 7 Min Past 9 A. M.

ROGER H. HOWE, COUNTY RECORDER
BY: Deputy H. ZERVAS

Fee \$1.00
5

28703

Los Angeles 050573

4- 1003

RECEIVED DEC 20, 1937
U. S. LAND OFFICE,
LOS ANGELES, CALIF.

THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, a Certificate of the Register of the Land Office at Los Angeles, California, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of GEORGE E. MCGAIN has been established and duly consummated, in conformity to law, for the Southwest Quarter of the Northwest Quarter, and the North half of the Southwest Quarter of Section fifteen in Township seventeen south of Range seven east of the San Bernardino Meridian, California, containing one hundred twenty acres, according to the Official Plat of the Survey of the said Land, on file in the General Land Office;

NOW KNOW YE, that there is, therefore, granted by the United States unto the said claimant the tract of land above described: To Have and to Hold the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I FRANKLIN D. ROOSEVELT, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the ELEVENTH DAY OF DECEMBER in the year of our Lord One Thousand Nine Hundred and Thirty-seven and of the Independence of the United States the one hundred and sixty-second.

UNITED STATES
GENERAL LAND OFFICE

BY: the President: FRANKLIN D. ROOSEVELT

EVELYN S. ADAMS
Recorder of the Gen-
eral Land Office.

BY: JEANNE H. CAVANOGH, Secretary

PHOTOGRAPHED BY S. WRIGHT JR. DEPUTY RECORDER



EXCERPT FROM BOARD OF SUPERVISORS MINUTES OF OCTOBER 7, 1958

No. 93

Re Approving and Authorizing the Execution of an Agreement between the County and Dr. Robert S. Fadem, et al, regarding Access to Public Domain Land, and Construction and Maintenance of a Fence and a Cattle Guard.

COUNTY CONTRACT
NO. 1133-532-E

ON MOTION of Supervisor Gibson, seconded by Supervisor Dent, the following resolution is adopted:

WHEREAS, on September 30, 1958, Minute Item No. 126, the Board of Supervisors approved the plan outlined for the provision of a road from County Road J-35 into public domain, requested by the San Diego County Wildlife Federation, to be financed by the County Fish and Game Commission, and referred the matter to the Fish and Game Commission, the Department of Public Works and the Road Department for enactment; the Fish and Game Commission, on September 9, 1958, having approved the recommendation that a cattle guard be constructed and that the Department of Public Works be authorized to submit plans for approval by Dr. Robert S. Fadem and Dr. Howard A. Ball prior to said construction; and

WHEREAS, County Counsel now submits a proposed Agreement between the County and Dr. Robert S. Fadem, et al, wherein the County recognizes the interest of Lessees Robert S. Fadem and Howard A. Ball, individually, and as partners doing business as Rough Acres Ranch, to construct and maintain a fence along the westerly boundary of the Northwest Quarter of the Northwest Quarter of Section 15, Township 17 South, Range 7 East, S. B. B. M.; the County agrees to construct and maintain, at its own expense, a cattle guard in the fence line along the westerly boundary of said property, at the point where the access road, constructed in the northwesterly portion of said property of the County, joins County Road J-35; and said Lessees agree to permit access by all regular means, including vehicular travel, through the cattle guard so constructed by the County, to the lands in Sections 2, 3, 4, 5, 10, 11, 14, 15 and 23, Township 17 South, Range 7 East, S. B. B. M., covered in a grazing lease issued by the United States of America, Department of Interior, Bureau of Land Management to said Lessees; and

WHEREAS, the Director of Public Works reports that the Fish and Game Commission has agreed to the terms of said proposed Agreement, and the Public Works and Road Commissioner reports that he has no objection to the terms of said Agreement; and

WHEREAS, said proposed Agreement has been approved as to form by the District Attorney and County Counsel; and

WHEREAS, the District Attorney and County Counsel reports that a plan of the contemplated cattle guard as prepared by the Department of Public Works has been approved by Dr. Robert S. Fadem; NOW THEREFORE

IT IS RESOLVED AND ORDERED that said proposed Agreement be and it is hereby approved, and that the Chairman of this Board be and he is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Diego.

IT IS FURTHER ORDERED that the Clerk of this Board do and he is hereby directed to have said Agreement recorded in the office of the County Recorder of the County of San Diego.

7301 369

PASSED AND ADOPTED by the Board of Supervisors of the County of San Diego, State of California, this 7th day of October, 1958, by the following vote:

AYES: Supervisors Gibson, Bird, Dent, Austin and Howell
NOES: Supervisors None
ABSENT: Supervisors None

- - -

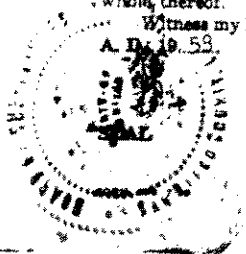
STATE OF CALIFORNIA,)
County of San Diego,) ss.

I, R. B. JAMES, County Clerk of the County of San Diego, State of California, and ex-officio Clerk of the Board of Supervisors of said County, hereby certify that I have compared the foregoing copy with the original resolution passed and adopted by said Board, at a regular

meeting thereof, at the time and by the vote therein stated, which original resolution is now on file in my office; that the same contains full, true and correct transcript therefrom and of the whole thereof.

Witness my hand and the Seal of said Board of Supervisors, this 7th day of October

A. D. 1958



R. B. JAMES,
County Clerk and ex-officio Clerk of the Board of Supervisors.

By Barbara X. Jones Deputy.

7301 370

AGREEMENT RESPECTING ACCESS
AND MAINTENANCE OF FENCES

11/32-522-E

THIS AGREEMENT is made between ROBERT S. FADEM and HOWARD A. BALL, individually, and as partners doing business as ROUGH ACRES RANCH (herein referred to as "Lessees") and the COUNTY OF SAN DIEGO (herein referred to as "County"), in view of the following facts:

(a) Lessees have heretofore obtained from the United States of America, Department of Interior, Bureau of Land Management a permit or lease issued them under the provisions of the Taylor Grazing Act (Title 43, Section 315 et seq., United States Code), covering approximately 4,166 acres of public land lying within Sections 2, 3, 4, 9, 10, 11, 14, 15, and 23 of Township 17 South, Range 7 East, S.B.B.M., in the County of San Diego, State of California, for livestock grazing purposes. Lessees, in accordance with the terms of said lease and said Taylor Grazing Act, have entered into a co-operative agreement with the Department of Interior, Bureau of Land Management, providing for the construction of a steel-post, barbed wire fence along the westerly boundary of the Northwest Quarter of the Northwest Quarter of Section 15, Township 17 South, Range 7 East, S.B.B.M.

(b) County has constructed, improved, and maintains a public road, known as "County Road J-35", along the westerly boundary of said Section 15, and has caused to be constructed a short access road, leading from said County Road into the Northwest Quarter of the Northwest Quarter of said Section 15, over the property which Lessees are required to fence under their agreements with the United States.

(c) Regulations issued by the Secretary of the Interior under the Taylor Grazing Act (Section 160.13, Code of Federal Regulations) provide:

"The issuance of a grazing lease does not alter or restrict the right of access across the leased lands by licensed hunters or fishermen or restrict their right to hunt or fish on such lands in accordance with the laws of the United States or of the state in which the lands are located, nor may the lessee interfere with such rights."

(d) The parties desire by this Agreement to recognize the rights of the public afforded by the statutes and regulations, in lands subject to Taylor Act Grazing leases, and to afford to Lessees the full benefit of their lease, consistent with the rights afforded to the public, and to co-operate in the maintenance of the fence above referred to.

IT IS, THEREFORE, AGREED:

(1) County recognizes the right and duty of Lessees, under their lease and agreements with the United States, to construct and maintain a fence along the westerly boundary of the Northwest Quarter of the Northwest Quarter of Section 15, Township 17 South, Range 7 East, S.B.B.M., in the County of San Diego, State of California, upon the conditions herein set forth.

(2) County agrees to construct and maintain, at its expense, a cattle guard in the fence line along the westerly boundary of the property referred to in Paragraph (1), at the point where the access road, constructed in the northwesterly portion of said property by the County, on or about May 23, 1957, joins said County Road J-35. Plans and specifications for said cattle guard shall first be submitted to Lessees.

(3) In consideration of the foregoing, and in recognition of the rights afforded by the provisions of the Taylor Grazing Act and regulations issued thereunder, Lessees agree to permit access by all regular means, including vehicular travel, to the lands covered by the grazing lease issued to them for the purposes permitted by said Act and regulations, through the cattle guard so constructed by County.

Lessees further agree not to obstruct or in any way interfere

7301

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with the use for said purposes of the access so provided.

(4) This Agreement shall be construed as a grant by Lessees to County of access rights for the purposes herein defined, to the extent permitted under the terms of the grazing leases held by them.

IN WITNESS WHEREOF, the parties have executed this Agreement this 11th day of August, 1958.

ROBERT S. FADEM

HOWARD A. BALL

ROUGH ACRES RANCH, a copartnership

By Robert S. Fadem

COUNTY OF SAN DIEGO, CALIFORNIA

By Leon E. Howell

Chairman of the Board of Supervisors

APPROVED AS TO FORM:

JAMES DON KELLER,
District Attorney and
County Counsel

By James Don Keller

Deputy

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN DIEGO)

On this 11th day of August, 1958, before me, a Notary Public in and for said County and State, appeared ROBERT S. FADEM, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that he and such partnership executed the same.

WITNESS my hand and seal.

170584

James A. Wright
Notary Public in and for said
County and State

1000 7301 1000 7301



RECORDED BY L.T.C.

DOC # 2010-0235441



Recording Requested by
San Diego Gas & Electric Company

MAY 11, 2010 8:00 AM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
DAVID L. BUTLER, COUNTY RECORDER
FEES: 31.00
OC: NA

PAGES: 8

When recorded, mail to:

San Diego Gas & Electric Company
8335 Century Park Court, Suite 100
San Diego, CA 92123-1569
Attn: Real Estate Records CP11D
11367124-10



SPACE ABOVE FOR RECORDER'S USE

4641

Project No:
Construction No:
APN: 611-110-01

Transfer Tax 110.5
SAN DIEGO GAS & ELECTRIC COMPANY

RW81492

EASEMENT

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, CHARITIES SUPPORT FOUNDATION, A COLORADO NON-PROFIT CORPORATION, (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation (Grantee), a perpetual, exclusive easement and right-of-way (Easement), subject to the reservations set forth herein, to excavate for, erect, construct, install, change the size of, improve, modify, reconstruct, relocate, reconfigure, replace, repair, inspect, patrol, test, maintain, operate, use and remove for the transmission and distribution of electricity and for Grantee's telephone, signal and communication purposes: (a) one or more lines of towers, poles, and/or other structures with wires and cables suspended thereon and supported thereby, including foundations, guys, anchorage, crossarms, braces, insulators, grounding wires and all other appliances, fixtures, facilities and appurtenances for use in connection therewith, (b) underground facilities consisting of, but not limited to, conduits, pads, manholes, handholes, and junction boxes with wires and cables placed therein or thereon, and (c) pipelines for any and all purposes, together with all other appliances, fixtures, facilities and appurtenances for use in connection therewith (all hereinafter referred to collectively as Grantee's Facilities).

Grantee's Facilities may be placed at such locations and elevations within the Easement as Grantee may now or hereafter deem convenient or necessary at any time and from time to time. Grantee and Grantee's employees, contractors, subcontractors, agents and representatives shall have the right of ingress and egress by foot, vehicles and by helicopters to, from, along, and within said Easement by any practical route or routes, in, upon, over, above and across the lands described in Exhibit "A" attached hereto and made a part hereof, and Grantee shall have the right to construct such roads as are necessary and appropriate for the exercise of the ingress and egress rights granted herein and to maintain such roads in the manner and to the standards reasonably deemed by Grantee to be adequate for the purposes stated herein. Grantee shall utilize the airspace above, and land on, Grantor's property described in said Exhibit "A" by and with helicopters for the construction, operation, maintenance and inspection of Grantee's facilities. After work has been completed on Grantee's facilities, Grantee shall restore any damage to the ground caused by said work or helicopter landing(s) to substantially the same condition as existed immediately prior to any such disturbance.

The property in which this Easement is hereby granted is more particularly described in Exhibit "A" attached hereto and made a part hereof.

The centerline and boundaries of the Easement are more particularly described in Exhibit "B" attached hereto and made a part hereof.

Grantor shall not, without Grantee's prior written consent, erect, place or construct, or permit to be erected, placed or constructed, any improvements or structures, including but not limited to buildings, roads or fences, impound or store fluid or flammable substances, drill or dig any well, or, except as hereinafter provided, plant any trees on this Easement, except for facilities installed pursuant to paragraphs a) and b) on page three (3) of this easement. Grantee shall have the right to remove any improvement, structure, building, road or fence erected, placed or constructed, or fluid or flammable substance impounded or stored, or well drilled or dug, or tree planted, within the Easement, if in Grantee's sole judgment it obstructs or endangers Grantee's Facilities or prevents the exercise of the rights granted herein.

Grantor shall not, without Grantee's prior written consent, increase or decrease the ground surface elevations or allow the ground surface elevations to be increased or decreased in any manner within the Easement, or penetrate the ground or allow the ground to be penetrated in any manner to a depth in excess of 18 inches.

Grantor agrees that no other easement, right of way, or servitude shall be granted or dedicated on, under or over this Easement without the prior written consent of Grantee.

Grantee shall have the right to erect, construct, maintain and use gates in all fences which now cross or which may hereafter cross this Easement or said practical routes of ingress and egress, and to install locks in such gates.

Grantee shall have the right to trim, cut and remove trees, brush, foliage, roots and other vegetation from within this Easement and the areas used for ingress and egress whenever in Grantee's sole judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. This right shall not relieve Grantor of any duty to trim, cut and remove trees and brush to prevent danger or hazard to property or persons.

Grantee shall have the right when it deems necessary to trim, top and/or remove and to keep trimmed or topped any and all trees on Grantor's lands adjacent to the herein granted Easement and the areas used for ingress and egress whenever in Grantee's sole judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. Grantee shall not be required to trim or top trees in the ordinary course of tree care.

All prospecting for or development of geothermal substances, minerals, oil, gas, petroleum, or other substances on Grantor's abovedescribed lands shall be done from locations outside the boundaries of this Easement; further, said prospecting or development shall be done in such a manner and by methods that will not penetrate that 500 foot deep zone directly beneath the surface of the ground within this Easement, nor interfere with the exercise of the rights granted herein.

Subject to all above-stated conditions and restrictions, Grantor reserves the right to use the area within the herein granted Easement for agricultural purposes, including but not limited to field preparation, plowing, tilling, cultivating, planting, irrigating, growing and harvesting field and orchard crops and the feeding, pasturing and raising of livestock; provided, however, that Grantor's use for such agricultural purposes shall not, at any time, violate any of the other obligations of Grantor set forth herein or endanger, interfere with, or damage Grantee's Facilities. Grantor expressly agrees that Grantee shall not be liable for damages to, loss or removal of timber, trees, or underwood, orchard trees, orchard crops, agricultural crops, pastures, brush, foliage, or roots resulting from Grantee's exercise of its rights granted herein.

a) *Grantor also reserves the right to construct, install and use, Grantor's electrical facilities, pipelines, communication facilities and roadway(s) across, but not along within the herein granted easement; provided, however, that said electrical facilities, pipelines, communication facilities and roadway(s) shall, where possible, cross said easement at an angle of not less than 45° from the centerline of said easement, and provided, that said electrical facilities, pipelines, communication facilities and roadway crossings are so located and constructed that their position and use will not interfere with, endanger or damage Grantee's Facilities erected or installed over, along or under the easement; nor impair or interfere with Grantee's access to and along said easement, nor shall the location and construction of said electrical facilities, pipelines, communication facilities and roadway crossings diminish clearances established by Grantee between the existing ground surface of the easement and Grantee's Facilities erected or installed thereon, suspended thereover, or placed thereunder, and further provided, that Grantor shall not commence or proceed with the grading, construction or installation of any of the crossing uses unless and until, Grantor shall have first submitted plans for said uses to Grantee, and obtained Grantee's written approval thereof, not to be unreasonably withheld or delayed. Said reservation subject to the California Public Utilities Commission (CPUC) and/or any applicable local, state or federal laws, rules or regulations.*

b) *Grantor also reserves the right to grant an easement to Iberdrola Renewables, Inc., or its affiliates, and their successors and assigns ("Iberdrola"), for a private electric transmission line across said Grantee's easement. The private electric transmission line shall be used to transmit electric power from wind machines/turbines to be installed on Grantor's property or properties lying adjacent and/or near to Grantor's property. Said private electric transmission line shall be an aerial and/or underground crossing and shall cross Grantee's easement at an angle of not less than 45° from the centerline of said Grantee's easement, and provided, that said private electric transmission line is so located and constructed that its position and use will not interfere with, endanger or damage Grantee's Facilities erected or installed over, along or under Grantee's easement, nor impair or interfere with Grantee's access to and along said easement, and further provided, that the Grantor and/or Iberdrola Renewables, or its affiliates, shall not commence or proceed with the construction or installation of any electric transmission line unless and until, Grantor and/or Iberdrola Renewables, Inc., or its affiliates, shall have first submitted plans for said crossing to Grantee, and obtained Grantee's written approval thereof, not to be unreasonably withheld or delayed. Said reservation subject to the California Public Utilities Commission (CPUC) and/or any applicable local, state or federal laws, rules or regulations.*

Wherein, in this grant of Easement and right-of-way, Grantee's written consent is required, said consent shall not be unreasonably withheld, and may be made only in a written notice specifying the event or matter to which Grantee's consent applies, which is signed by Grantee and delivered to Grantor. The grant of Grantee's written consent to any particular matter, event or circumstance shall not be

deemed to be a waiver by Grantee of Grantee's rights hereunder with respect to any other matter, event or circumstance.

The right to transfer and assign this Easement in whole or in part without Grantor's consent is hereby granted to Grantee.

This Easement shall be binding upon and inure to the benefit of successors, executors, heirs, administrators and assigns of Grantor and Grantee.

The legal description for this easement was prepared by San Diego Gas & Electric Company pursuant to Section 8730 of the Business and Professions Code, State of California.

IN WITNESS WHEREOF, Grantor has executed Easement this 27th day of April, 2010.

CHARITIES SUPPORT FOUNDATION, A COLORADO
NON-PROFIT CORPORATION

BY: John C. Mulder

TITLE: President.

BY: Valerie G. Smith

TITLE: Treasurer.

Drawn Mc Guire(revised 4/23/10GAM)
Checked
Sketch S-3333-453, Sheets 71-76
Date 02/21/2010
PR No. 11367124

ACKNOWLEDGMENT

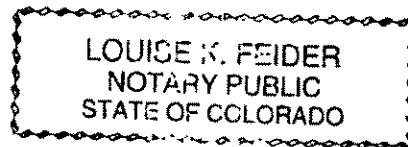
State of ~~California~~ Colorado
 County of El Paso

On April 27, 2010 before me, Louise K. Feider,
 personally appeared John C. Mulder, 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~~ Colorado that the foregoing
 paragraph is true and correct.

WITNESS my hand and official seal.

Signature Louise K. Feider (Seal)



My Commission Expires 4/16/2012

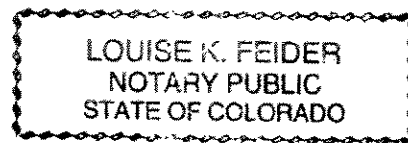
State of ~~California~~ Colorado
 County of El Paso

On April 27, 2010 before me, Louise K. Feider,
 personally appeared Valerie Cornelius, 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~~ Colorado that the foregoing
 paragraph is true and correct.

WITNESS my hand and official seal.

Signature Louise K. Feider (Seal)



My Commission Expires 4/16/2012

4646

EXHIBIT "A"

The Southwest Quarter of the Northwest Quarter, and the North Half of the Southwest Quarter of Section 15, 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.

P.R. No. 11367124
A.P. No. 611-110-01

EXHIBIT "B"

The said easement in the lands described in said Exhibit "A" shall be a strip of land 200.00 feet in width, lying within the County of San Diego, State of California, the centerline of said 200.00 foot strip is described as follows:

Commencing at a standard BLM monument with a brass cap stamped "U.S. DEPARTMENT OF THE INTERIOR, BUR. OF LAND MANAGEMENT, T17S, R7E, S9, S10, S16, S15, 1988", marking the Northwest corner of Section 15, Township 17 South, Range 7 East, San Bernardino Meridian, said Northwest corner bears North 86° 42' 38" West, 5436.33 feet (record North 86° 43.6' 00" West, 82.135 chains, according to a 1988 Corrective Dependent Resurvey approved by the Bureau of Land Management) from a standard BLM monument with a brass cap stamped "U.S. DEPARTMENT OF THE INTERIOR, BUR. OF LAND MANAGEMENT, T17S, R7E, S10, S11, S15, S14", marking the Northeast corner of said Section 15, according to said 1988 Corrective Dependent Resurvey; thence from said Northwest corner along the Northerly line of said Section 15, South 86° 42' 38" East, 158.56 feet to the TRUE POINT OF BEGINNING of the centerline herein described; thence from said TRUE POINT OF BEGINNING and leaving said Northerly line, South 03° 53' 02" West, 827.03 feet; thence South 00° 52' 32" West, 5036.30 feet; thence South 30° 15' 59" East, 1100.84 feet; thence South 00° 13' 02" West, 1218.10 feet; thence South 12° 58' 55" West, 2339.77 feet to a point herein designated as Point "A"; said Point "A" bears North 26° 53' 18" East, 339.50 feet from a 2 inch iron pipe with a brass cap stamped "CALIFORNIA DIVISION OF HIGHWAYS SEC. COR. 21, 22, 28, 27, 1967", marking the Southwest corner of Section 22, Township 17 South, Range 7 East, San Bernardino Meridian, as shown and delineated on Record of Survey Map No. 16280 (hereinafter known as ROS 16280), filed in the Office of the County Recorder of said County of San Diego; said Southwest corner bears South 00° 14' 02" West, 2665.93 feet from a 1 ½ inch iron pipe with a brass disc stamped "RE 469", marking the West Quarter corner of said Section 22, as shown and delineated on Record of Survey Map No. 8374, filed in said County Recorder's Office; thence from said Point "A", South 71° 24' 00" East, 3843.55 feet; thence South 13° 16' 54" East, 1641.92 feet; thence South 58° 13' 39" East, 1286.40 feet to a point on the Easterly line of Section 27, Township 17 South, Range 7 East, San Bernardino Meridian, said point herein designated as Point "B"; said Point "B" bears South 00° 37' 54" West, 786.04 feet from a 2 inch iron pipe with a tack and disk stamped "RE 469", accepted as the East Quarter corner of said Section 27, as shown and delineated on ROS 16280; said East Quarter corner bears North 00° 37' 54" East, 2683.09 feet (record North 00° 38' 50" East, 2684.11 feet per said ROS 16280) from a stone in a stone mound, accepted as the Southeast corner of said Section 27, as shown and delineated on Record of Survey Map No. 16253 (hereinafter known as ROS 16253), filed in said County Recorder's Office; thence from said Point "B" and leaving said Easterly line of Section 27, South 58° 13' 39" East, 2491.79 feet; thence South 36° 27' 56" East, 783.91 feet to a point on the Northerly line of Section 35, Township 17 South, Range 7 East, San Bernardino Meridian, said point herein designated as Point "C"; said Point "C" bears North 88° 59' 55" West, 2723.75 feet from a 1 inch iron pipe with a 2 inch brass cap stamped "LS

4813, T17S, R7E, S26, S25, S35, S36, 1987", marking the Northeast corner of said Section 35, as shown and delineated on said ROS 16253; said Northeast corner bears South 88° 59' 55" East, 5329.35 feet (record South 89° 00' 36" East, 5330.14 feet per said ROS 16253) from a stone in a stone mound, accepted as the Northwest corner of said Section 35, as shown and delineated on said ROS 16253; thence from said Point "C" and leaving said Northerly line South 36° 27' 56" East, 1124.46 feet; thence South 48° 43' 04" East, 795.44 feet; thence South 43° 57' 50" East, 1998.79 feet to a point on the Easterly line of said Section 35, said point herein designated as Point "D", said Point "D" bears South 00° 13' 52" West, 184.90 feet from a 1 1/4 inch iron pipe with a 2 inch brass cap stamped "LS 4813, T17S, R7E, 1/4, S35, S36, 1987" in a stone mound, marking the East Quarter corner of said Section 35, as shown and delineated on said ROS 16253, said East Quarter corner bears North 00° 13' 52" East, 2604.46 feet (record North 01° 13' 11" East, 2604.47 feet per said ROS 16253) from a 1 1/4 inch iron pipe with a 2 inch brass cap stamped "LS 4813, T17S, R7E, S35, S36, S2, S1, T18S, 1987", marking the Southeast corner of said Section 35, as shown and delineated on said ROS 16253.

The sidelines of the above described 200.00 foot strip of land shall be lengthened and/or shortened so as to be continuous and terminate in said Northerly line of Section 15, Township 17 South, Range 7 East, and in said Easterly line of Section 35, Township 17 South, Range 7 East.



Kevin D. McHugh Jr., PLS 6310
Expires: 9/30/10

