

## PRELIMINARY REPORT

Order No. : 01180-286204  
Title Unit No. : 7034  
Your File No. :  
Buyer/Borrower Name :  
Seller Name : Jacumba Valley Ranch

Property Address: APN 661-010-02, CA

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Stewart Title Guaranty Company 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 referenced to as an Exception on Schedule B 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 Limits of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters, which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report, (and any supplements or amendments thereto) 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 September 22, 2017 at 7:30 a.m.

Frank Green, Title Officer

**When replying, please contact:** Frank Green, Title Officer

## **PRELIMINARY REPORT**

**The form of Policy of Title Insurance contemplated by this report is:**

- ☐ CLTA Standard Coverage Policy
- ☐ CLTA/ALTA Homeowners Policy
- ☐ 2006 ALTA Owner's Policy
- ☐ 2006 ALTA Loan Policy
- ☐ ALTA Short Form Residential Loan Policy
- ☒ Preliminary Report

## **SCHEDULE A**

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

Fee

**Title to said estate or interest at the date hereof is vested in:**

[Jacumba Valley Ranch, a California limited partnership](#)

## **LEGAL DESCRIPTION**

**The land referred to herein is situated in the State of California, County of San Diego Unincorporated and described as follows:**

The Northeast Quarter of the Southeast Quarter of Section 4, Township 18 South, Range 8 East, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof.

Excepting therefrom that portion described as follows:

Beginning at the Northeast corner of the Southeast Quarter of Section 4, thence South 528 feet thence West 165 feet to the True Point of Beginning; Thence South 264 feet, thence West 82.5 feet, thence North 264 feet, thence East 82.5 feet to the True Point of Beginning.

(End of Legal Description)

[661-010-02-00](#)

THE MAP CONNECTED HERewith IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

## **SCHEDULE B**

**At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:**

### **Taxes:**

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes, to be levied for the fiscal year 2017 – 2018.
- B. Assessments, if any, for Community Facilities Districts or a Mello-Roos District affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.
- C. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the revenue and taxation code of the State of California.

### **Exceptions:**

1. Rights of the public in and to any portion of the property herein described lying within roads, streets or highways.
2. An easement for road way purposes and rights incidental thereto as reserved in a document reserved by Land Escrow Department, Inc., a Corporation, recorded November 30, 1931 in [Book 65 Page 230](#) of Official Records, which affects said land.
3. An easement for public road and rights incidental thereto in favor of The County of San Diego as set forth in a document recorded January 17, 1935 [Book 371 Page 218](#) of Official Records, affects said Land.
4. An easement for public road and rights incidental thereto in favor of The County of San Diego as set forth in a document recorded January 17, 1935 [Book 362 Page 475](#) of Official Records, affects said Land.

Said instrument additionally contains the privilege and right to extend drainage structure and excavation and embankment slopes beyond the limits of the above described right of where required for the construction and maintenance thereof.

5. An easement for public utilities and rights incidental thereto in favor of Mountain Empire Electric Company as set forth in a document recorded March 25, 1971 as Instrument No. [57341](#) of Official Records, affects said land.

The exact location of the easement is not disclosed by the instrument

6. A document entitled "Grant of Easements and Easement Agreement", recorded March 4, 1980 as Instrument No. [80-73323](#) of Official Records.
7. An easement for public utilities, appurtenances, ingress, egress and rights incidental thereto in favor of the San Diego Gas and Electric Company as set forth in a document recorded March 24, 1982 as Instrument No. [82-078773](#) of Official Records, affects a portion of the herein described land.

The exact location of the easement is not disclosed by the instrument.

8. The effect, if any, of record of survey map no. [13113](#) which sets forth, or purports to set forth certain dimensions and bearings of the herein described property.

9. An easement for public utilities, appurtenances, ingress, egress and rights incidental thereto in favor of the San Diego Gas and Electric Company as set forth in a Final Order of Condemnation recorded December 23, 2011 as Instrument No. [2011-0693861](#) of Official Records, affects a portion of the herein described land.
10. An easement for public utilities, appurtenances, ingress, egress and rights incidental thereto in favor of the San Diego Gas and Electric Company as set forth in a Final Order of Condemnation recorded June 27, 2014 as Instrument No. [2014-0268965](#) of Official Records, affects a portion of the herein described land.
11. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact your title officer immediately for further review.
12. Matters which may be disclosed by an inspection or by a survey of said land satisfactory to this Company or by inquiry of the parties in possession thereof.
13. Rights of tenants in possession of said land by reason of unrecorded leases. Kindly forward said lease, or a current certified tenant rent roll.
14. Rights of parties in possession.
15. This Company will require that limited partnership revivor papers be filed on Jacumba Valley Ranch, a California limited partnership with the California Secretary of State and a certified copy of the Certificate of Revivorship or Statement of Good Standing be provided to this Company prior to the issuance of a policy of title insurance.

(End of Exceptions)

## **NOTES AND REQUIREMENTS**

For transactions where Stewart Title of California, Inc. is not the settlement/closing agent, a signed and dated copy of the attached "Acknowledgment of Receipt, Understanding and Approval of Affiliated Business Arrangement Disclosure Statement and STG Privacy Notice for Stewart Title Companies", will be required prior to recording.

- A. Property taxes for the fiscal year 2016 - 2017 shown below are paid. For proration purposes the amounts are:

1st Installment	: \$471.03
2nd Installment	: \$471.03
Parcel No.	: 661-010-02-00
Code Area	: 91029

**Preliminary Report Only**

## **CALIFORNIA "GOOD FUNDS" LAW**

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Order No.: 01180-286204  
Escrow No.: 01180-286204

The land referred to herein is situated in the State of California, County of San Diego, Unincorporated and described as follows:

The Northeast Quarter of the Southeast Quarter of Section 4, Township 18 South, Range 8 East, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof.

Excepting therefrom that portion described as follows:

Beginning at the Northeast corner of the Southeast Quarter of Section 4, thence South 528 feet thence West 165 feet to the True Point of Beginning; Thence South 264 feet, thence West 82.5 feet, thence North 264 feet, thence East 82.5 feet to the True Point of Beginning.

APN: 661-010-02

(End of Legal Description)



# AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: September 28, 2017

Escrow No.: 01180-286204

Property: APN 661-010-02, CA

From:

This is to give you notice that ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<b><i>Stewart Insurance Settlement Service</i></b>	<b><i>Charge or range of charges</i></b>
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50

**FOR TRANSACTIONS WHERE STEWART TITLE  
OF CALIFORNIA IS NOT CLOSING ESCROW**

STCA Order Number: 01180-286204  
Subject Property Address: APN 661-010-02, CA  
Subject Property APN: 661-010-02

**ACKNOWLEDGMENT OF RECEIPT, UNDERSTANDING  
AND APPROVAL OF “AFFILIATED BUSINESS  
ARRANGEMENT DISCLOSURE STATEMENT” AND  
“STG PRIVACY NOTICE FOR STEWART TITLE COMPANIES”**

The undersigned hereby acknowledge that I/we have received, read, understand and approve 's “Affiliated Business Arrangement Disclosure Statement” and “STG Privacy Notice for Stewart Title Companies”, provided to me/us in connection with the above captioned matter.

Read and signed on the 25th day of October, 2017

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Jacumba Valley Ranch

**CALIFORNIA LAND TITLE ASSOCIATION**

**STANDARD COVERAGE POLICY – 1990  
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 or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (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 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 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 claim, which arises out of the transaction vesting in the insured the estate of interest insured by this 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.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

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 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 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.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

## **CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)**

### **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 appear 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.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

### **LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

\* For 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:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or \$2,500.00 (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

## **2006 ALTA LOAN POLICY (06-17-06)**

### **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).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

### **EXCEPTIONS FROM COVERAGE**

#### **PART I**

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 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.  
(b) Proceedings by a public agency which 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, which are 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.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

#### **PART II**

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

## **2006 ALTA OWNER'S POLICY (06-17-06)**

### **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 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.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

### **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 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 which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are 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 that 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.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

## **ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (04-02-15)**

### **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) the subdivision of land; or
  - (iv) environmental protectionor 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.
9. 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 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

## OWNER'S AFFIDAVIT

File/Order Number: 01180-286204

Address/Location: APN 661-010-02, CA

APN: 661-010-02

The undersigned, ("Affiant") makes the following statement/representations to benefit Stewart Title of California, Inc. and title insurer Stewart Title Guaranty Company (collectively "Stewart Title"):

1. Affiant owns and holds title to property as described in Schedule A of the above mentioned Preliminary Report, Proforma or Title Commitment issued in connection with the above referenced Title Order Number (the "Property").
2. The Affiant's possession of the property has been peaceful and undisturbed and title thereto has never been disputed, questioned or rejected, nor title insurance refused. Other than the Affiant, there are no parties entitled to possession of the property other than the following: **(If none, please state "none")**  
\_\_\_\_\_
3. There are no leases, licenses, options, rights of first refusal, or contracts to sell, affecting the Property, except the following: **(If none, please state "none")**  
\_\_\_\_\_
4. No proceedings in bankruptcy or receivership have been instituted by or against the Affiant.
5. All assessments by a management, common area, building maintenance or homeowner association, if any, are paid current and outstanding assessments are not yet due and payable.
6. There are no pending repairs/improvements for the Property and no work has been done, services rendered or materials furnished within the last year, except the following: **(If none, please state "none")**  
\_\_\_\_\_
7. Affiant is not aware of the existence of any of the following:
  - a. Improvements encroaching into any easements or boundary lines of the Property.
  - b. Adjoining property improvements encroaching onto the Property.
  - c. Liens against the Property and/or judgments or tax liens against Affiant, except those described in the above Preliminary Report, Proforma or Title Commitment issued in connection with the above referenced Title Order Number.
  - d. Outstanding claims or persons entitled to claims for mechanics' or materialman liens against the Property.
  - e. Pending repairs/improvements to the adjacent street(s).
  - f. Pending litigation of any sort, involving the Property.
  - g. Recent improvements completed or being made to any common area located within the subdivision in which the Property is located.
  - h. Violations of any covenants, conditions and/or restrictions recorded and imposed on the Property.
8. There are no financial obligations secured by trust deeds, mortgages, financing statements, security agreements or otherwise, against the Property, except as set forth in the Preliminary Report, Proforma and/or Title Commitment and the following obligations and amounts: **(If none, please state "none")**

Creditor

Approximate Balance

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

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



9. There are no oil, gas, geothermal and/or mineral leases, licenses, options, rights of first refusal, and/or contracts to sell, affecting the mineral rights associated with the Property, or other parties currently in possession, of the of said interests on the Property, except the following: **(If none, please state "none")**
- 
10. There has been no harvesting or production of any oil, gas, geothermal or other minerals from or on the Property, with the exception of the following: **(If none, please state "none")**
- 
11. There are no unpaid utility type bills including but not limited to bills for water, sewer, hazardous waste, recycling, storm drain and/or rubbish and there are no liens related to such utilities from or on the Property, with the exception of the following: **(If none, please state "none")**
- 

This Owner's Affidavit and Indemnity is made for the purpose of inducing Stewart Title to provide certain insurance coverage to a purchaser and/or lender, and the representations contained herein are material to such insurance coverage. The undersigned hereby indemnifies and holds Stewart Title harmless from any loss or damage, liability, costs, expenses and attorneys' fees which may be incurred or sustained under policies of title insurance to the extent any representations contained herein are inaccurate, incorrect or misrepresented.

**By signing below (in the presence of a Notary Public), I/we affirm that I/we have read and responded to all statements above before signing and any blanks are to be understood as "None" if not specifically stated.**

\_\_\_\_\_  
Jacumba Valley Ranch

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, proved to  
me on the basis of satisfactory evidence to be the person(s) who appeared before me.

**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 \_\_\_\_\_ (Seal)

# STG Privacy Notice

## Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"><li>request insurance-related services</li><li>provide such information to us</li></ul> We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

Order No. 01180-286204

## AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.

## Patrick Brown

---

**From:** Naida Morrison <Naida.Morrison@stewart.com>  
**Sent:** Monday, January 22, 2018 11:47 AM  
**To:** Frank Green; Sharon Nardoza; Laurie Gordon; Laura Wynne  
**Cc:** Kimberlee Centera; Patrick Brown  
**Subject:** RE: Order 268202 & 268204 - Rush Request for Chain of Title \*\*NOTE: Order numbers are actually 286202 and 286204\*\*  
**Attachments:** 1960.179836.PDF; 1979-269992.pdf; 1980-57486.pdf; Book 2117 Page 341.pdf

Good morning, All.

Here is what I have found for chain prior to 1972 on:

**APN 661-060-12 – Order #286202:**

APN 12 is the entire Northwest Quarter of Section 9-18S-8E.

However, the legal description(s) have always been split as to the EAST HALF of the NWQ and the WEST HALF of the NWQ, both in separate documents and within the same document. Please see Doc 60-179836, attached.

**AFTER** 1972, we have a Certificate of Compliance, 79-269992 attached, which again describes the West half and the East half as separate parcels. See Parcels “J” and “K” of that document.

In 1980, however, there is *another* Certificate of Compliance, 80-57486 attached, covering ONLY the West half of the NWQ.

Again, prior to 1972, APN 12 has always been split in to the East half and the West half.

**APN 661-010-02 – Order #286204:**

This parcel is OK; see the distribution document 60-179836, attached. Also see, if needed, Book 2117, Page 341 of ORs from 1946, which is a Decree Quieting Title.

The attached documents should be enough for the County to make their determination as to whether either or both parcels constitute a “legal” lot.

Please let Frank know if you have any more questions or concerns.

Thank you.

**Naida Morrison**  
**Title Examiner II**  
**Title and Escrow Fulfillment Services**  
**Stewart Title**

7676 Hazard Center Drive, 14<sup>th</sup> Floor

San Diego, CA 92108

Main: 619.692.1600

Direct: 619-398-8038

[naida.morrison@stewart.com](mailto:naida.morrison@stewart.com)

**stewart title**

*Real partners. Real possibilities.™*

**WARNING!!** Email fraud, email hacking and banking fraud are on the rise. If you receive any email containing **WIRE TRANSFER INSTRUCTIONS** that appear to be from Stewart Title, please call your escrow officer immediately, before sending any funds, in order to verify that the wiring information is accurate.

 Please consider the environment before printing this e-mail

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**From:** Frank Green  
**Sent:** Friday, January 19, 2018 11:49 AM  
**To:** Sharon Nardoza; Laurie Gordon; Laura Wynne  
**Cc:** Kimberlee Centera; Patrick Brown; Naida Morrison  
**Subject:** RE: Order 268202 & 268204 - Rush Request for Chain of Title

How far back do you want this COT?

Frank Green  
Commercial Title Officer  
Vice President  
Stewart Title Guaranty Company  
7676 Hazard Center Drive, Suite 1400

San Diego, CA 92108  
Direct Phone: 619-398-8035

---

**From:** Sharon Nardozza [<mailto:snardozza@terraprosolutions.com>]  
**Sent:** Friday, January 19, 2018 11:38 AM  
**To:** Laurie Gordon <[LGordon@stewart.com](mailto:LGordon@stewart.com)>; Laura Wynne <[lwynne@stewart.com](mailto:lwynne@stewart.com)>; Frank Green <[FGREEN@stewart.com](mailto:FGREEN@stewart.com)>  
**Cc:** Kimberlee Centera <[kcentera@terraprosolutions.com](mailto:kcentera@terraprosolutions.com)>; Patrick Brown <[Patrick.Brown@baywa-re.com](mailto:Patrick.Brown@baywa-re.com)>  
**Subject:** [External] Order 268202 & 268204 - Rush Request for Chain of Title

Hi, Laura & Laura, We need to review the chain of title for APN 661-060-12, Order 268202 and APN 661-010-02, Order 268204. Please provide this this to us on an expedited basis.

Thanks.  
Sharon



**Sharon Nardozza**  
**Senior Director of Acquisitions & Project Transactions**

3954 Murphy Canyon Rd D105  
San Diego, CA 92123

T: 858-573-2003

E: [snardozza@terraprosolutions.com](mailto:snardozza@terraprosolutions.com) | W: [TerraProSolutions.com](http://TerraProSolutions.com)

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(SPACE BELOW FOR FILING STAMP ONLY)

STICKNEY, ORTLIEB & WOODWORTH  
ATTORNEYS AT LAW  
420 SECURITY FIRST NATIONAL BANK BUILDING  
SAN DIEGO 1, CALIFORNIA  
BELMONT 9-6188

FILE/PAGE NO.  
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SEP. 6 1960  
AT 10:00 AM  
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OFFICIAL RECORDS  
SAN DIEGO COUNTY, CALIFORNIA  
ROGER MINOWE, COUNTY RECORDER

Attorneys for Executrix

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN DIEGO

IN THE MATTER OF THE ESTATE OF	NO. 62199
EDWIN O. ADAMS, also known as E. O. ADAMS, DECEASED.	ORDER APPROVING AND SETTLING FIRST AND FINAL REPORT, WITHOUT ACCOUNT, AND DECREE OF FINAL DISTRIBUTION, AND DECREE ESTABLISHING FACT OF DEATH

RUTH GERARD ADAMS, as Executrix of the Last Will and Testament of EDWIN O. ADAMS, also known as E. O. ADAMS, deceased, having heretofore filed her First and Final Report, without account, and petition for its settlement and for final distribution, and for decree establishing fact of death of joint tenant and terminating joint tenancy, and the Report and Petition coming on this day regularly for hearing, the Court finds:

Due notice of the hearing of the petition has been regularly given as required by law.

All the allegations of the petition are true.

EDWIN O. ADAMS, also known as E. O. ADAMS, died testate on October 26, 1958, in the City of San Diego, County of San Diego, State of California, being at the time of his death a resident thereof.

On November 21, 1958, Letters Testamentary were issued to RUTH GERARD ADAMS, as Executrix of decedent's Will, and ever since said date she has been and now is the Executrix of

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1 decedent's Will.

2 Notice to Creditors has been duly given as required by  
3 law, the time for filing or presenting claims has expired, and the  
4 estate now is in condition to be closed.

5 All claims filed or presented against the estate have  
6 been allowed by the Executrix, approved by this Court and paid.

7 All debts of the decedent and of the estate, and all  
8 expenses of administration thereof, except closing expenses,  
9 attorneys' fees and costs advanced by said attorneys in connection  
10 with the administration of the estate, have been paid.

11 A written report of the inheritance tax appraiser  
12 appointed herein is on file, and an order fixing the inheritance  
13 tax due the State of California from this estate has been entered.  
14 The tax has been paid in full as evidenced by the receipts of the  
15 County Treasurer of the County of San Diego on file herein.

16 All personal property taxes due and payable by this  
17 estate have been paid.

18 A Federal Estate Tax Return has been filed for this  
19 estate and the tax shown to be due has been paid. The return has  
20 not yet been audited.

21 Any additional California Inheritance and/or Federal  
22 Estate taxes which hereafter may be found to be due shall be paid  
23 by the beneficiaries hereunder in accordance with their interest  
24 in the estate and as determined by California law.

25 All California state and federal income taxes due and  
26 payable by the estate have been paid.

27 By holographic Codicil to decedent's Will, a portion of  
28 real property near Jacumba, California, was directed to pass with  
29 the residue of decedent's estate. The legal description set forth  
30 in said Codicil is erroneous; the correct legal description  
31 appears as Item 3, Page 6 of EXHIBIT "A" attached hereto.

32 The Executrix has waived her right to compensation for



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1 her services rendered in the administration of this estate.

2 The Executrix should be authorized and directed to pay  
3 her attorneys, STICKNEY, ORTLIEB & WOODWORTH, the sum of \$4,429.81,  
4 as their statutory fees for their services rendered in the  
5 administration of this estate, together with the sum of \$92.31,  
6 representing the amount of costs advanced by them during the  
7 administration of this estate.

8 All of the assets of the estate are the community  
9 property of the decedent and RUTH GERARD ADAMS, his surviving  
10 spouse.

11 Distribution should be ordered as prayed for.

12 IT IS ORDERED AND ADJUDGED THAT:

13 1. The First and Final Report, without account, and  
14 Petition of the Executrix are settled, allowed and approved as  
15 filed.

16 2. All acts and transactions of the Executrix relating  
17 to the matters set forth in the Petition and Report are ratified,  
18 confirmed and approved.

19 3. Executrix has waived her right to compensation for  
20 services rendered in the administration of this estate, and she  
21 is directed to pay the attorneys for the estate, STICKNEY, ORTLIEB  
22 & WOODWORTH, the sum of \$4,429.81, as their statutory fees for  
23 their services rendered in the administration of this estate,  
24 together with the sum of \$92.31, representing the amount of costs  
25 advanced by them during the administration of this estate.

26 4. Notice to Creditors has been duly given as required  
27 by law.

28 5. The California inheritance taxes due and payable by  
29 the estate have been properly allocated and paid.

30 6. The Federal Estate tax due and payable by the estate  
31 has been properly allocated and paid.

32 7. Any additional California inheritance and/or

22A

Federal Estate taxes which hereafter may be found to be due shall be paid by the beneficiaries hereunder in accordance with their interest in the estate and as determined by California law.

8. The correct legal description of the real property devised by decedent's Codicil and directed to pass with the residue of decedent's estate appears in Item 3, Page 3 of EXHIBIT "A" attached hereto.

9. The estate in the possession of the Executrix remaining for distribution, is hereby ordered distributed to the persons and in the shares as set forth in EXHIBIT "A" attached hereto.

10. (a) The decedent died on October 20, 1958, and at the time of his death was a resident of San Diego County, California;

(b) The right, title and interest of the decedent in the real property described in EXHIBIT "B" which is attached hereto and made a part hereof by reference, terminated on his death and became vested in KUTH GERNARD ADAMS, as surviving joint tenant; and

(c) The State of California has no claim or lien against the property for inheritance taxes, and all inheritance taxes chargeable herein have been paid.

DONE IN OPEN COURT this SEP 2 1960 day of September, 1960.

BONSALL NOON

JUDGE OF THE SUPERIOR COURT

The foregoing instrument is a full, true and correct copy of the original on file in this office.

Attest: SEP 2 1960 19  
R. B. JAMES, County Clerk and Clerk of the Superior Court of the State of California in and for the County of San Diego  
By Marjorie McRoberts Deputy  
Marjorie McRoberts

1 THE PROPERTY ON HAND FOR DISTRIBUTION is ordered distributed as  
2 follows:

3 To GLOKIA ADAMS KETCHUM:

4 An undivided one-half interest in the following described real  
5 property located in the County of San Diego, State of California,  
6 subject to any and all encumbrances of record:

7 (a) PARCEL 1

8 Lot Two and the Southwest Quarter of the Northeast Quarter  
9 and the Southeast Quarter of the Northeast Quarter of Section  
10 Five, Township Eighteen South, Range Eight East, according  
11 to United States Government Survey approved December 17,  
12 1884; and the Southwest Quarter of the Southeast Quarter of  
13 Section Thirty-two, Township Seventeen South, Range Eight  
14 East, San Bernardino Meridian, in the County of San Diego,  
15 State of California, according to United States Government  
16 survey approved August 27, 1880;  
17 EXCEPTING from said premises that portion thereof included  
18 within the Two hundred foot strip of land conveyed by Mrs.  
19 Anna M. Anthony to San Diego and Arizona Railway Company, a  
20 corporation, by deed dated May 24, 1917, recorded in Book  
21 722, page 309 of Deeds, records of San Diego County.

22 (b) PARCEL 2

23 The Southeast Quarter of the Southeast Quarter of Section  
24 Thirty-two, Township Seventeen South, Range Eight East,  
25 San Bernardino Meridian, in the County of San Diego, State  
26 of California, according to United States Government  
27 Survey approved August 27, 1880.

28 Lot One (Northeast Quarter of Northeast Quarter) of Section  
29 Five; and Lot Four (Northwest Quarter of Northwest Quarter);  
30 South Half of Northwest Quarter; East Half of Southwest  
31 Quarter, and Northwest Quarter of Southeast Quarter of  
Section Four; in Township Eighteen South, Range Eight East,  
San Bernardino Meridian, in the County of San Diego, State  
of California, according to United States Government Survey  
approved December 17, 1884.

32 (c) PARCEL 3

33 South Half of the Southwest Quarter of Section Thirty-three,  
34 Township Seventeen South, Range Eight East, San Bernardino  
35 Meridian, in the County of San Diego, State of California,  
36 according to United States Government Survey approved  
37 August 27, 1880.

38 Lot Two (Northwest Quarter of Northeast Quarter); Lot Three  
39 (Northeast Quarter of Northwest Quarter) and Southwest  
40 Quarter of Northeast Quarter of Section Four, Township  
41 Eighteen South, Range Eight East, San Bernardino Meridian,  
in the County of San Diego, State of California, according  
to United States Government Survey approved December 17,  
1884, EXCEPTING from said Lots Two and Three and Southwest

Quarter of Northeast Quarter of Section Four, all coal and other minerals, together with the rights to prospect for, mine and remove the same, as excepted and reserved in United States Patent.

(d) PARCEL 4

The Southeast Quarter of Southwest Quarter; Southwest Quarter of Southeast Quarter; and Northeast Quarter of Southwest Quarter of Section Twenty-nine, and Northwest Quarter of Northeast Quarter, Section 32; all in Township Seventeen South, Range Eight East, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Government Survey approved August 27, 1880.

(e) PARCEL 5

Lots Seven and Eight of Section Nine, Township Eighteen South, Range Eight East, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Government Survey, approved April 4, 1914.

(f) PARCEL 6

The Northeast Quarter of Northwest Quarter and Southeast Quarter of Northwest Quarter of Section Thirty-two, Township Seventeen South, Range Eight East, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Government Survey approved August 27, 1880; EXCEPTING therefrom any portion thereof lying within the right of way of the San Diego and Arizona Railway Company.

(g) PARCEL 7

The Southwest Quarter of the Southwest Quarter of Section Twenty-nine, the West half of the Northwest Quarter, and the North half of the Southwest Quarter of Section Thirty-two, all in Township Seventeen South, Range Eight East, San Bernardino Meridian, in the County of San Diego, State of California.

The West Half of the Southwest Quarter of Section Four, the Southeast Quarter of Section Five, the Northeast Quarter, and the Northeast Quarter of the Northwest Quarter of Section Eight; the West Half of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section Nine, all in Township Eighteen South, Range Eight East, San Bernardino Meridian, in the County of San Diego, State of California.

1. EXCEPTING, however, from the West Half of the Northwest Quarter and from the North Half of the Southwest Quarter of Section 32 hereinbefore described, that portion thereof conveyed by William M. Ruby and Pearl Ruby to the San Diego and Arizona Railway Company, a corporation, by that certain deed dated January 4, 1918, and recorded January 18, 1918, in Book 749, page 176 of Deeds, which said deed was re-recorded January 25, 1918, in Book 750, page 285 of Deeds, and particularly described in said deed as follows, to-wit:

A strip of land 100 feet in width through and across said described real property, being 50 feet in width on each side of the center of the road bed and location line of

1 railroad of said San Diego and Arizona Railway Company,  
2 which center line is particularly described as follows,  
to wit:

3 Commencing at a point known and designated on the Map and  
4 Survey of said County for said railroad at Engineer's  
5 Survey Station "H" 26 plus 32.9, which point is South  
6 2°04' West, 215.3 feet from the Northwest corner of the  
7 Southwest Quarter of the Southeast Quarter of said Section  
8 32; running thence North 44°42' West, 979.1 feet to  
9 Engineer's Survey station "H" 16 plus 35.8, as shown on  
10 said Map and Survey; thence curving to the right on a taper  
11 curve No.  $\frac{1}{2}$ , 450 feet to Engineer's Survey Station "H"  
12 13 plus 85.8, as shown on said Map and Survey; thence  
13 curving to the right with a radius of 1432.47 feet, a  
14 distance of 344.6 feet to Engineer's Survey Station "H" 10  
15 plus 41.2 as shown on said Map and Survey; thence curving  
16 to the right on a taper curve No.  $\frac{1}{2}$ , 450 feet to Engineer's  
17 Survey Station "H" 5 plus 01.2, as shown in said Map and  
18 Survey; thence North 12°55 $\frac{1}{2}$ ' West, 1979.9 feet to Engineer's  
19 Survey Station "K" 13 plus 88.7, as shown on said Map and  
20 Survey; thence curving to the left with a radius of 5729.61  
21 feet, a distance of 1000 feet to Engineer's Survey Station  
22 "K" 23 plus 88.7, as shown on said Map and Survey.

23 2. ALSO EXCEPTING from the Southwest Quarter of the  
24 Southwest Quarter of said Section 29, Township 17 South,  
25 Range 8 East, San Bernardino Meridian, that portion thereof  
included in the following description:

26 A strip of land 100 feet in width, through and across said  
27 described property, being 50 feet on each side of the  
following described center line:

28 Commencing at a point known and designated on the Map and  
29 Survey of said Railway Company for said right of way, as  
30 Engineer's Survey Station "H" 5 plus 005, which said point  
31 is South 89°43' East, distant 1587.7 feet from the North-  
32 west corner of said Southwest Quarter of Section 32,  
Township 17 South, Range 8 East; thence running North  
12°55.5' West, distant 1889.2 feet to Engineer's Survey  
Station "K" 13 plus 887, as shown on said Map and Survey;  
thence curving to the left with a radius of 5729.61 feet,  
a distance of 1000 feet to Engineer's Survey Station "K"  
23 plus 887, as shown on said Map and Survey; thence  
North 22°55.5' West, distant 1325.0 feet to Engineer's  
Survey Station "K" 37 plus 143, as shown on said Map and  
Survey; thence curving to the right with a radius of  
5729.61 feet, a distance of 470.8 feet to Engineer's Survey  
Station "K" 41, plus 851 as shown on said Map and Survey,  
being right of way deeded to the San Diego and Arizona  
Railway Company by the Union Trust Company, a corporation,  
recorded January 15, 1918 in Book 743, page 327 of Deeds.

3. ALSO EXCEPTING from the West Half of the Southeast  
Quarter of Section 5, the Northwest Quarter of the North-  
east Quarter, and the Northeast Quarter of the Northwest  
Quarter of Section 8 herein described, that portion thereof  
conveyed by Elizabeth Esbury, Executrix, and Lorene M. Mayer,  
C. M. Gifford and Arthur A. Henderson, Executors of the  
Last Will and Testament of Smith Harris Esbury, deceased,  
et al, to the San Diego and Arizona Railway Company, a

corporation, by deed dated August 8, 1917 and recorded in Book 744, page 393 of Deeds described as follows:

A strip of land 200 feet in width, being 100 feet in width on each side of the center line of the railroad of the said San Diego and Arizona Railway Company, as shown on said Map and records of said Company in the office of the Engineer, and also as shown on said strip of land by a road bed now constructed thereon by said Railway Company, said center of said location line being described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 5; thence along the North line of the Southeast Quarter of said Section 5, South  $87^{\circ}19'$  West, 1646.8 feet from the point of beginning, said point being Engineer's Survey Station "H" 68 plus 28, as shown on said Maps and records; running thence South  $1^{\circ}14.5'$  West 2151 feet to Engineer's Survey Station "D" 49 plus 79; thence curving to the right on a taper curve No. 1, a distance of 330 feet to Engineer's Survey Station "D" 93 plus 09; thence curving to the right with a radius of 955.04 feet, a distance of 216.1 feet to Engineer's Survey Station "D" 95 plus 25.1, said last named point being on the South line of the Southeast Quarter of Section 5, North  $89^{\circ}24'$  East 834 feet from the Southwest corner of the Southeast Quarter thereof; thence continuing on a curve to the right, with a radius of 955.04 feet, a distance of 639.5 feet to Engineer's Survey Station "D" 101 plus 64.6; thence curving to the right on a taper curve No. 1, a distance of 330 feet to Engineer's Survey Station "D" 104 plus 94.6; thence South  $74^{\circ}22.5'$  West 85.1 feet to Engineer's Survey Station "D" 105 plus 80.7, said point being on the West line of the Northwest Quarter of the Northeast Quarter of said Section 8, South  $43'$  West, 564.2 feet from the Northwest corner of the Northeast Quarter thereof; thence South  $74^{\circ}22.5'$  West, 1319.3 feet to Engineer's Survey Station "D" 119 "X" 119; thence on a curve to the right, with a radius of 22918.32 feet, a distance of 75.2 feet to Engineer's Survey Station "X" 119 plus 75.2, said last named point being on the West line of the Northeast Quarter of the Northwest Quarter of said Section 8 and North  $0^{\circ}21'17''$  East, 413.4 feet from the Southwest corner of the Northeast Quarter of the Northwest Quarter thereof.

(h) PARCEL 8

The East Half of the Northwest Quarter of Section 9, Township Eighteen South, Range 8 East, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Government Survey approved December 17, 1884.

To RUTH GERARD ADAMS:

All of the rest, residue and remainder of said estate (subject to payment of statutory attorneys' fees and costs), consisting of the following described property, together with any other property not

- 1 now known or discovered which may belong to the estate, or in which  
2 the decedent or the estate may have any interest.

3 PERSONAL PROPERTY

- 4 1. Commercial account, Bank of America National  
Trust and Savings Association, Hillcrest Branch \$2,299.33  
5  
6 2. Demand note dated August 1, 1960, from Ruth Gerard Adams  
to the Estate of Edwin O. Adams, also known as E. O. Adams,  
7 deceased, in the sum of \$990.75, together with interest at  
6% per annum from date until paid.  
8  
9 3. Demand note dated August 1, 1960, from Gloria Adams Ketchum  
to the Estate of Edwin O. Adams, also known as E. O. Adams,  
deceased, in the sum of \$1,854.76, together with interest at  
10 6% per annum from date until paid.  
11  
12 4. Secured Installment Promissory Note in the sum of \$59,557.14,  
executed December 5, 1953, by A & M Farms Company, a  
13 corporation, payable to E. O. Adams, a married man, and  
William J. McKay, a married man, principal payable in in-  
14 stallments of \$500.00 a month. This Note is secured by a  
Trust Deed and Chattel Mortgage. On January 28, 1954, Note  
was assigned by William J. McKay to E. O. Adams. Deed of  
15 Trust recorded December 31, 1953, in Book 5100, Pages 587 to  
590, inclusive, in the office of the Recorder of San Diego  
County.  
16  
17 5. Unsecured Promissory Note in the sum of \$15,000.00, executed  
on January 5, 1958 by Wm. J. McKay and Marietta McKay, pay-  
18 able to E. O. Adams and Ruth G. Adams - due one year after  
date, with 6% interest payable monthly.  
19  
20 6. 1953 Ford Station Wagon, Eng. #B3L4169300.  
21  
22 7. Cert. No. 225 of Membership in Mountain Empire Electric  
Cooperative, Inc.
- 23 8. Household furniture and personal effects in residence at  
3714 Eighth Avenue, San Diego, California.

23 REAL PROPERTY

- 24 1. Lots forty-three (43) and forty-four (44) in Block Seven (7)  
of Crittenden Addition, in the City of San Diego, County of  
25 San Diego, State of California, according to Map thereof  
No. 303, filed in the office of the County Recorder of  
26 San Diego County, October 5, 1886.  
27  
KNOWN AS 3718 to 3720 Eighth Avenue, San Diego, California.  
28  
2. Lots forty-five (45) and forty-six (46) in Block Seven (7)  
of Crittenden's Addition, in the City of San Diego, County of  
29 San Diego, State of California, as per official map thereof  
on file in the office of the Recorder of said San Diego County.  
30  
KNOWN AS 3714-3714½ Eighth Avenue, San Diego, California.  
31



674

1 3. The Northeast Quarter of the Southeast Quarter of Section 4,  
2 Township 18 South, Range 5 East, San Bernardino Meridian,  
3 excepting therefrom that portion thereof described as follows:

4 Beginning at the Northeast Corner of the Southeast Quarter  
5 of Section 4, thence South 528 feet; thence West 165 feet,  
6 to the true point of beginning; thence South 204 feet; thence  
7 West 82.5 feet; thence North 204 feet; thence East 82.5 feet  
8 to the true point of beginning.

9 4. Lot Fifteen, in Block Three, of Cleveland Heights, according  
10 to Map thereof No. 621, filed in the office of the County  
11 Recorder of said San Diego County February 4, 1890.

12 KNOWN as 3844 Front Street, San Diego, California.

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## EXHIBIT "B"

The real property in the City of San Diego, County of San Diego,  
State of California, described as follows:

Lots 47 and 48, Block 7, Crittenden Addition, in the  
City of San Diego, County of San Diego, State of  
California, according to Map thereof No. 303, filed  
in the office of the County Recorder of San Diego  
County, October 5, 1886.

ALSO that portion of Pennsylvania Avenue, formerly  
Thornson Avenue, adjoining said Lot 48, Crittenden  
Addition, in the City of San Diego, County of San  
Diego, State of California, according to Map thereof  
No. 303, filed in the office of the County Recorder  
of San Diego County, October 5, 1886, on the South as  
vacated by City Ordinance No. 2899, described as follows:

Commencing at the Southeast corner of said Lot 48 in  
said Block 7, of Crittenden Addition; thence West on  
the South line of said 48, 140 feet; thence at right  
angles South 30 feet; thence at right angles East 140  
feet; thence at right angles North 30 feet to a point  
of commencement.

KNOWN AS 730 Pennsylvania Avenue, San Diego, California

EXHIBIT "B"

VIRGIL S. KIPP

Attorney for Defendant, E. O. Adams

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN DIEGO

No. 124361

W. TANNHAUSER,

Plaintiff

vs

E. O ADAMS: et al.,

Defendants.



DECREE QUIETING TITLE

The above entitled action came on duly and regularly for trial before the above entitled Court, in Department Two thereof, Honorable CHARLES C. HAINES, Judge, before VIRGIL S. KIPP and W. E. STARKE appearing as attorneys for the Plaintiff, and STICKNEY AND STICKNEY AND EDWARD STROP and VIRGIL S. KIPP, appearing as attorneys for the Defendant, E. O. ADAMS.

WHEREUPON, evidence, both oral and documentary, was duly and regularly introduced and stipulations entered into by and between the respective parties, and the cause was duly argued and submitted to the Court for decision, and the Court being fully advised in the premises and having made and filed herein its Findings of Fact and Conclusions of Law, and directed that Judgment be made and entered in accordance therewith;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Defendant, E. O. ADAMS, was, at the time of the commencement of this action, ever since has been, and now is, the owner in fee, in the possession and entitled to the possession of all and singular that certain real property situate in the County of San Diego, State of California, known and particularly described as follows, to wit:

Northeast quarter of Southeast quarter of Section 4, Township 18 South, Range 8 East, S.B.M., excepting therefrom the two portions thereof described as follows:

Beginning at the Northeast Corner of the Southeast quarter of Section 4, thence South 528 feet; thence West 165 feet, to the true point of beginning; thence South 264 feet; thence West 82.5 feet; thence North 264 feet; thence East 82.5 feet to the true point of beginning.

Also, beginning at the Southeast corner of the Northeast quarter of the Southeast quarter of Section 4; thence West 495 feet to the true point of beginning; thence West 165 feet; thence North 264 feet; thence East 165 feet; thence South 264 feet to the true point of beginning.

That the Plaintiff, W. TANNHAUSER, had, at the time of the commencement of this action, and now has, no right, title, estate, interest, lien or claim, of any nature whatsoever, in, on, to or against said herein described real property or any part thereof; that the claim or claims of said Plaintiff, W. TANNHAUSER, to any right, title, estate, lien or interest in, on, to or against the herein described real property or any part thereof, adverse to the title of the Defendant, E. O. ADAMS, are, and each of them is, without right and null and void.

That the title of the Defendant, E. O. ADAMS, to all and singular said herein described real property is hereby quieted against any and all claims and assertions of title on the part of said Plaintiff, and that said Plaintiff and all persons claiming or to claim, by, through or under him, subsequent to the commencement of this action, are hereby forever enjoined and debarred from claiming or asserting any right, title, estate, lien, interest or claim of any nature whatsoever, in, on, to or against said herein described real property or any part thereof.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the Defendant, E. O. ADAMS, have and recover his costs and disbursements herein incurred and expended herein taxes at \$ . . . . against said Plaintiff.

DONE IN OPEN COURT this 23 day of April, 1946.

CHARLES C. HAINES  
Judge of the Superior Court.

The foregoing instrument is a full, true and correct copy of the original on file in this office.

Attest: May 2, 1946  
J. B. McLees, County Clerk and Clerk of the Superior Court of the State of California, in and for the County of San Diego.

By: Geo. A. Wren, Deputy

RECORDED AT REQUEST OF VIRGIL S. KIPP  
May 2, 1946  
55 Min. Part 2 P.M.

1.10-7  
47586

ROGER N. HOWE, County Recorder  
By Deputy H. I. Erb

COMPARED  
A. W. H. Erb  
DEPUTY CO. R. CORNER

o o o o o o o o o o

NOTICE OF COMPLETION

STATE OF CALIFORNIA)  
COUNTY OF SAN DIEGO) ss

Mathew Olivera, Jr., 2903 Byron Street, San Diego, 6, California, being first duly sworn, deposes and says: that he is now, and was upon the 2nd day of February, 1946, the owner in fee simple of that certain real property situated in the city of of San Diego, County of San Diego, State of California, and particularly described as follows, to-wit: No. 3120 Keats Street in the city of San Diego, said County and State, which premises are particularly described as follows, to-wit:

Lot 4, Block 99, Roseville, City of San Diego, California, according to Map No. 165 on file in the office of the County Recorder of said San Diego County

as per map in Book ..... page..... of ..... in the office of the County Recorder of said County.

THAT as such owner of said land, affiant, about the 2nd day of February, 1946, entered into a contract with John E. Hussey as per Permit (if any) No. 6226, dated Feb. 1, 1946, for the erection and construction or work of improvement upon the land above described, of a certain building or work of improvement, to-wit:

dwelling house and garage, frame construction

THAT said building or work of improvement has been duly constructed and the same was actually completed on the 2nd day of May, 1946, by . . . . .

The record owner in fee simple of the lot at the time the construction or work of improvement was commenced and accepted by the undersigned on the same day was Mathew Olivera and Emily N. Olivera, husband and wife, as jt. tnts.

THIS notice is given in pursuance of the provisions of Section 1187 of the Code of Civil Procedure of this State.

MATHEW OLIVERA, JR.

STATE OF CALIFORNIA)  
COUNTY OF SAN DIEGO) ss

Mathew Olivera, being duly sworn, deposes and says, that he is the owner of the property described in the foregoing notice; that he has read the same and knows the contents thereof, and that the same is true of his own knowledge.