

PRELIMINARY REPORT

Order No. : 01180-286201
Title Unit No. : 7034
Your File No. :
Buyer/Borrower Name :
Seller Name : Jacumba Valley Ranch

Property Address: APN 661-010-30, 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 25, 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:

Parcel A:

That portion of Lot 3 (the Northeast Quarter of the Northwest Quarter) of Section 4, Township 18 South, Range 8 East, San Bernardino Meridian, in the County of San Diego, State of California, according to Official Plat thereof, lying Southwest of the Southwesterly Line of State Highway XI-SD-8 as described in that certain Final Order of Condemnation recorded November 19, 1965 as Instrument No. [210946](#) of Official Records.

Parcel B:

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

Excepting that portion of said Southeast Quarter of the Northwest Quarter lying within the boundary of State Highway XI-SD-8 as described in that certain Final Order of Condemnation recorded November 19, 1965 as Document No. [210946](#) of Official Records.

Also excepting that portion of said Southeast Quarter of the Northwest Quarter lying Northeasterly of the location and Northwesterly prolongation of the Southwesterly Boundary of the 102 foot strip of land described in Deed to the County of San Diego recorded March 3, 1967 as Document No. [29320](#) of Official Records, known as Road Survey No. 635-66.

Also excepting from said Northwest Quarter of the Southeast Quarter that portion lying within said 102 foot strip of land described in Deed to the County of San Diego Recorded March 3, 1967 as Document No. [29320](#) of Official Records, known as Road Survey No. 635-66.

Also excepting therefrom that portion of said land as described in a Deed to Bahja Shallal, a widow recorded December 5, 2011 as Instrument No. [2011-0649937](#) of Official Records.

Parcel C:

Those Portions Of The Southwest Quarter Of The Northeast Quarter And Of The Southeast Quarter Of The Northwest Quarter Of Section 4, Township 18 South, Range 8 East, San Bernardino Base And Meridian, In The County Of San Diego, State Of California, According To Official Plat Thereof, Described As Follows:

Beginning at the most Southeasterly corner of the land described in Parcel 6-8 in Final Order of Condemnation recorded November 19, 1965 as File No. [210946](#) of Official Records, being a point distant North 17°55'25" West, 858.01 feet from a rock mound marking the Southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 4, said rock mound being at coordinates Y equals 169,423.87 feet and X equals 2,029,052.61 feet; thence North 81°02'50" West, 1700 feet to the True Point of Beginning; thence South 8°34'00" West, 120.00 feet; thence North 81°26'00" West, 231.28 feet; thence along a tangent curve to the right having a radius of 4350 feet, through an angle of 8°46'51" a distance of 666:66 Feet; thence South 37°10'03" West, 73.73 feet;

thence from a tangent that bears, South 52°49'57" East, along a curve to the right having a radius of 530 Feet, through an angle of 22°48'41", a distance of 211.01 feet to the Northeasterly line of a county road, 60 feet wide, described in Deed to the County of San Diego recorded January 17, 1935 in Book 371, Page 218 of Official Records of said County, also known as Carrizo Gorge Road and being a point in the Northwestern boundary of the 102 foot strip of land described in deed to the County of San Diego, Recorded March 3, 1967 as Document No. [29320](#) of Official Records; thence along said Northwestern boundary Northeasterly 11 feet to the most Northerly corner of said 102 foot strip; thence Southeasterly along the Northeasterly boundary of said strip to the Westerly line of said Southwest Quarter of the Northeast Quarter; thence Southerly along said Westerly line to the Southwest corner thereof; thence Easterly along the Southerly line of said Southwest Quarter of the Northeast Quarter to the Southeast corner thereof; thence Northerly along the East line of said Southwest Quarter of the Northeast Quarter to the Southerly boundary of said Parcel 6-8; thence along said Southerly boundary North 81°26' West the the True Point Of Beginning.

Excepting that portion lying within said 102 foot strip of land described in the deed to the County of San Diego recorded March 3, 1967 as File No. [29320](#) Of Official Records, Known As Road Survey No. 635-66

Also excepting therefrom that portion of said land in a Deed to Reagan Shallal, a single man recorded March 16, 2012 as Instrument No. [2012-0156124](#) of Official Records.

(End of Legal Description)

[661-010-30-00](#)

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. Water rights, claims or title to water in or under said land, whether or not shown by the public records.
2. Rights of the public in and to any portion of the property herein described lying within roads, streets or highways.
3. 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.
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 371 Page 218](#) of Official Records, affects said Land.
5. 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.

6. The fact that the ownership of said land does not include rights of access to or from a public street or highway abutting said land, such rights having been severed from said land by the document recorded November 19, 1965 as Instrument No. [210946](#) of Official Records, which affects State Highway Interstate 8.
7. An easement for underground sewer and leach lines and rights incidental thereto in favor of Atlantic Richfield Company as set forth in a document recorded May 8, 1967 as Instrument No. [64334](#) of Official Records, affects said land.
8. An easement for underground sewer and leach lines and rights incidental thereto in favor of Atlantic Richfield Company as set forth in a document recorded July 5, 1967 as Instrument No. [97468](#) of Official Records, affects said land.
9. Terms and provisions of a lease executed by Gloria Adams Ketchum, a married woman, as lessor, and Shell Oil Company, a Corporation, as lessee as disclosed by an instrument recorded August

8,1967 as Instrument No. [117531](#) of Official Records.

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

And amended December 8, 1986 as Instrument No. [86-568261](#) and April 6, 1987 as Instrument No. [87-181419](#), both of Official Records.

10. An easement for septic tank line and rights incidental thereto in favor of Shell Oil Company as set forth in a document recorded August 8, 1967 as Instrument No. [117531](#) of Official Records, affects said land.
11. 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

12. An easement for public utilities and rights incidental thereto in favor of Mountain Empire Electric Company as set forth in a document recorded March 31, 1971 as Instrument No. [62432](#) of Official Records, affects said land.

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

13. A document entitled "Grant of Easements and Easement Agreement", recorded March 4, 1980 as Instrument No. [80-73323](#) of Official Records.
14. 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.
15. 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 May 28, 1982 as Instrument No. [82-163079](#) of Official Records affects a portion of the herein described land.

Said document was re-recorded May 7, 1984 as Instrument No. [84-168284](#) of Official Records.

16. 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 October 29, 1985 as Instrument No. [85-404734](#) of Official Records, affects a portion of the herein described land.
17. Terms and provisions of a lease executed by Ketchum Family Estate Trust, William W. Ketchum, Trustee, as lessor, and Edward D. Brashear, Inc., a California Corporation, as lessee as disclosed by an instrument recorded September 18, 1987 as Instrument No. [87-529960](#) of Official Records.

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

18. 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.
19. 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 31, 1992 as Instrument No. [1992-0181971](#) of Official Records, affects a portion of the herein described land.

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

20. Terms and provisions of a lease executed by Jacumba Valley Ranch, a California Limited Partnership, as lessor, and Bill Woodward, an individual and sole proprietor, as lessee as disclosed by an instrument recorded May 7, 2001 as Instrument No. [2001-0285981](#) of Official Records.

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

21. A Certificate of Compliance recorded October 24, 2003 as File No. [2003-1302686](#) of Official Records.
22. A lien against Jacumba Valley Ranch, in the amount of \$1500.00, and other amounts due thereunder, in favor of County of San Diego recorded March 8, 2011 as Instrument No. [2011-0126208](#) of Official Records.
23. An easement for a right of way to lay, construct, maintain, operate, repair a water pipeline and rights incidental thereto as reserved in a document reserved by Jacumba Valley Ranch, a California limited partnership, recorded December 6, 2011 as Instrument No. [2011-0649937](#) of Official Records, which affects said land.

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

24. 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.
25. The effect, if any, of record of survey map no. [21634](#) which sets forth, or purports to set forth certain dimensions and bearings of the herein described property.
26. 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.
27. 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.
28. 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.
29. Rights of tenants in possession of said land by reason of unrecorded leases. Kindly forward said lease, or a current certified tenant rent roll.
30. Rights of parties in possession.
31. This Company will require that 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	: \$3,587.58
2nd Installment	: \$3,587.58
Parcel No.	: 661-010-30-00
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.: 01180-286201
Escrow No.: 01180-286201

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Excepting that portion of said Southeast Quarter of the Northwest Quarter lying within the boundary of State Highway XI-SD-8 as described in that certain Final Order of Condemnation recorded November 19, 1965 as Document No. [210946](#) of Official Records.

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Also excepting therefrom that portion of said land as described in a Deed to Bahja Shallal, a widow recorded December 5, 2011 as Instrument No. [2011-0649937](#) of Official Records.

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Those Portions Of The Southwest Quarter Of The Northeast Quarter And Of The Southeast Quarter Of The Northwest Quarter Of Section 4, Township 18 South, Range 8 East, San Bernardino Base And Meridian, In The County Of San Diego, State Of California, According To Official Plat Thereof, Described As Follows:

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mound marking the Southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 4, said rock mound being at coordinates Y equals 169,423.87 feet and X equals 2,029,052.61 feet; thence North 81°25'00" West, 1700 feet to the True Point of Beginning; thence South 8°34'00" West, 120.00 feet; thence North 81°26'00" West, 231.28 feet; thence along a tangent curve to the right having a radius of 4350 feet, through an angle of 8°46'51" a distance of 666.66 Feet; thence South 37°10'03" West, 73.73 feet; thence from a tangent that bears, South 52°49'57" East, along a curve to the right having a radius of 530 Feet, through an angle of 22°48'41", a distance of 211.01 feet to the Northeasterly line of a county road, 60 feet wide, described in Deed to the County of San Diego recorded January 17, 1935 in Book 371, Page 218 of Official Records of said County, also known as Carrizo Gorge Road and being a point in the Northwestern boundary of the 102 foot strip of land described in deed to the County of San Diego, Recorded March 3, 1967 as Document No. [29320](#) of Official Records; thence along said Northwestern boundary Northeasterly 11 feet to the most Northerly corner of said 102 foot strip; thence Southeasterly along the Northeasterly boundary of said strip to the Westerly line of said Southwest Quarter of the Northeast Quarter; thence Southerly along said Westerly line to the Southwest corner thereof; thence Easterly along the Southerly line of said Southwest Quarter of the Northeast Quarter to the Southeast corner thereof; thence Northerly along the East line of said Southwest Quarter of the Northeast Quarter to the Southerly boundary of said Parcel 6-8; thence along said Southerly boundary North 81°26' West the the True Point Of Beginning.

Excepting that portion lying within said 102 foot strip of land described in the deed to the County of San Diego recorded March 3, 1967 as File No. [29320](#) Of Official Records, Known As Road Survey No. 635-66

Also excepting therefrom that portion of said land in a Deed to Reagan Shallal, a single man recorded March 16, 2012 as Instrument No. [2012-0156124](#) of Official Records.

APN: 661-010-30

(End of Legal Description)

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: October 02, 2017

Escrow No.: 01180-286201

Property: APN 661-010-30, 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.

<i>Stewart Insurance Settlement Service</i>	<i>Charge or range of charges</i>
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: 01180-286201
Subject Property Address: APN 661-010-30, CA
Subject Property APN: 661-010-30

**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

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.

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?
For our everyday business purposes — 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
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — 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
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — 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 optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. 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

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	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.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us <p>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.</p>
What sharing can I limit?	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. 01180-286201

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: Sharon Nardoza <snardoza@terraprosolutions.com>
Sent: Wednesday, February 21, 2018 2:52 PM
To: Patrick Brown; Kimberlee Centera
Cc: Benjamin Lindermeier
Subject: Jacumba Valley Ranch DD-Currative Title Issues PTR 286201 for APN 661-010-30
Attachments: 286201 PR.pdf

HI, Patrick, attached is PTR 286201 for APN 661-010-30 has been updated as of Feb. 12, 2018, the updated PTR removes the gas station leases, leach lines, Ketchum lease, JVR lien, and the requirement for revivor papers on JVR, details are as follows:

1. 7. An easement for underground sewer and leach lines and rights incidental thereto in favor of Atlantic Richfield Company as set forth in a document recorded May 8, 1967 as Instrument No. [64334](#) of Official Records, affects said land.
8. An easement for underground sewer and leach lines and rights incidental thereto in favor of Atlantic Richfield Company as set forth in a document recorded July 5, 1967 as Instrument No. [97468](#) of Official Records, affects said land.
9. Terms and provisions of a lease executed by Gloria Adams Ketchum, a married woman, as lessor, and Shell Oil Company, a Corporation, as lessee as disclosed by an instrument recorded August 8, 1967 as Instrument No. [117531](#) of Official Records and amended December 8, 1986 as Instrument No. [86-568261](#) and April 6, 1987 as Instrument No. [87-181419](#), both of Official Records.
10. An easement for septic tank line and rights incidental thereto in favor of Shell Oil Company as set forth in a document recorded August 8, 1967 as Instrument No. [117531](#) of Official Records
17. Terms and provisions of a lease executed by Ketchum Family Estate Trust, William W. Ketchum, Trustee, as lessor, and Edward D. Brashear, Inc., a California Corporation, as lessee as disclosed by an instrument recorded September 18, 1987 as Instrument No. [87-529960](#) of Official Records.
22. A lien against Jacumba Valley Ranch, in the amount of \$1500.00, and other amounts due thereunder, in favor of County of San Diego recorded March 8, 2011 as Instrument No. [2011-0126208](#) of Official Records.
31. This Company will require that 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

Please note, a termination of the Lease is needed for the Gas Station and Mini-Mart located on the sw corner of Carrizo Gorge Road and Interstate 8, Lease commenced 5/1/1998, term is 10 years with 2 option to extend for a period of 5 years as referenced the lease extensions run through 5/2018.

20. Terms and provisions of a lease executed by Jacumba Valley Ranch, a California Limited Partnership, as lessor, and Bill Woodward, an individual and sole proprietor, as lessee as disclosed by an instrument recorded May 7, 2001 as Instrument No. [2001-0285981](#) of Official Records.

I just sent a request for correction of the remaining PTR's removing the Bornt Lease and will let you know once those are corrected.

Thanks, Sharon



Sharon Nardoza
Senior Director of Acquisitions & Project Transactions

3954 Murphy Canyon Rd D105
San Diego, CA 92123

T: 858-573-2003

E: snardoza@terraprosolutions.com | W: TerraProSolutions.com

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PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

JACUMBA VALLEY RANCH

AND WHEN RECORDED, MAIL TO:

**501 West Broadway, 19th Floor
San Diego, CA 92101-3598**

DOC# 2018-0025737



Jan 22, 2018 04:59 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$87.00 (SB2 Atkins: \$75.00)

PAGES: 2

SATISFACTION AND DISCHARGE OF LIEN

KNOW ALL MEN BY THESE PRESENTS:

That the County of San Diego, State of California, for a valuable consideration does hereby certify and declare that the following Lien(s) recorded against JACUMBA VALLEY RANCH, by the County of San Diego, and recorded in the official Records of the County of San Diego, State of California, have been fully satisfied, paid and discharged:

<u>OWNER</u>	<u>DATE OF LIEN</u>	<u>RECORD. DATE</u>	<u>DOCUMENT NO.</u>
Jacumba Valley Ranch	04 MAR 2011	08 MAR 2011	2011-0126208

THEREFORE, for a valuable consideration, said San Diego County does hereby release and discharge the land and premises described in said Lien(s) and all other real property of said owner(s) from all claims to, or interest in the same, or any part thereof which said County may have under, and by virtue of, the above-mentioned liens, as free and clear, in all respects as though said liens had not been recorded.

COUNTY OF SAN DIEGO

By: 
E. Middelkamp Deputy County Clerk

As authorized by California Government Code Section 53069-4/San Diego County Code of Regulatory Ordinances Section 18.114.

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 San Diego)

On January 18, 2018 before me, Gillian Johnson, Deputy Clerk of the Superior Court, personally appeared E. Middelkamp, Senior Revenue & Recovery Officer, 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.

(SEAL)

By: 
Gillian Johnson Deputy

