

APPENDIX D

County of San Diego

SEARCH

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[environment](#)

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Establishment Information

[New Search](#)

199458
Establishment Information:

SPIETH & WOHLFORD INC
661 BEAR VALLEY PY
ESCONDIDO 92025 -

Inactive
Inspection Information:

6/4/1993 by LEGACY
Reinspection:
Contact: ADRIAN OLQUIN ?
Notice Issued:
EPA ID#:
HIRT Site:
BP Acceptance Date:

Owner Information:

SPIETH & WOHLFORD INC

Phone: 858-746-5255
Census Tract: 207.0

Waste Info Inventory Info Environmental Assessment Info Tank Info

[County Departments](#)

[Accessibility Policy](#)

[Web & Privacy Policies](#)

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LISA M. LEONDIS
AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

County of San Diego

SANDY PARKS
ASSISTANT DIRECTOR

SAN MARCOS OFFICE
(760) 752-4700
FAX (760) 724-4098

DEPARTMENT OF AGRICULTURE, WEIGHTS AND MEASURES
9325 Hazard Way, Suite 100, San Diego, CA 92123-1217
Phone: (858) 694-2739 FAX (858) 467-9697
<http://www.sdcawm.org>

WEIGHTS & MEASURES
(858) 694-2778
FAX (858) 467-9278

January 22, 2013

Brad Crawshaw
Vinje & Middleton Engineering
2450 Auto Park Way
Escondido, CA 92029

REQUEST FOR PUBLIC INFORMATION NUMBER: 13-RP012

Dear Mr. Crawshaw:

In response to your request, pesticide use records for 2009 through 2013 were reviewed and no pesticide records for location 661 Bear Valley Parkway, Escondido, CA 92025. (Spieth & Wohlford Inc) was located. Please see the attached request..

Please note our records reflect pesticides used in agricultural settings. No other pesticide uses are required to be reported by site. Therefore, our records only include sites where an agricultural commodity was produced at the site in the last four years, and where pesticide use was reported to this department. Our records do not include information on pesticides used in urban settings.

If you need to determine the presence or absence of pesticide residues at a location, you should contact an approved lab. We can provide a list of approved labs, which would provide such a service.

Sincerely,

MEGAN MOORE
Deputy Ag Commissioner/Sealer

MM: tmt

[LINK TO THIS MAP](#)

GEOTRACKER

LAYERS

SIGNIFIES A CLOSED SITE

Leaking Underground Tank (LUST) Cleanup Sites

Other Cleanup Sites

Land Disposal Sites

Military Sites

WDR Sites

Permitted Underground Storage Tank (UST) Facilities

Monitoring Wells*

* ZOOM IN TO SEE MWS

DTSC Cleanup Sites

DTSC Haz Waste Permit

MAP SIZE

640x480

OPTIONS

Site List - [EXPORT TO EXCEL](#)

0 Sites

Map data ©2013 Google -

SHOW SITES WITHIN 2640 FEET OF THE FOLLOWING ADDRESS: 661 Bear Valley Parkway, Escondido, CA

SITE LIST					
SITE NAME	GLOBAL ID	FAC ID	CLEANUP STATUS	ADDRESS	CITY

MAP AN ADDRESS:

APPENDIX E



Chicago Title Company

Builders Services Division
2365 Northside Drive, Suite 500, San Diego, CA 92108 (619) 521-3400

Title Department:

Chicago Title Company
Attn: Tom Votel/Ranny Harper
Email: votelt@ctt.com &
ranny.harper@ctt.com
Phone: (619) 521-3673
Fax: (619) 521-3608
Order No.: 830014656-U50

Customer:

Dana Wohlford
Attn: Dana Wohlford

PRELIMINARY REPORT

Property Address: 661 Bear Valley Parkway, CA

Dated as of: May 22, 2008 at 7:30 am

In response to the application for a policy of title insurance referenced herein, Chicago Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said Policy forms

The printed Exceptions and Exclusion from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One 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.

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY

SCHEDULE A

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

A Fee

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

Spieth & Wohlford, Inc., a corporation

3. The land referred to in this report is situated in the State of California, County of San Diego and is described in the Legal Description, attached hereto:

END OF SCHEDULE A

LEGAL DESCRIPTION

PARCEL I: APN 237-131-01

LOTS 2, 3 AND 4 IN BLOCK 257 OF THE RANCHO RINCON DEL DIABLO, ACCORDING TO MAP THEREOF NO 648, FILE DON NOVEMBER 20, ~~1990~~¹⁸⁹⁰, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO THAT PORTION OF THE UNNAMED STREET BOUNDED ON THE WEST BY SAID LOTS 2 AND 3 AND ON THE EAST BY SAID LOT 4 IN SAID BLOCK 257, VACATED AND ABANDONED TO PUBLIC USE MAY 29, 1939, BY THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY.

EXCEPTING THEREFROM THOSE PORTIONS OF SAID LOTS 2 AND 3, LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 3 DISTANT THEREON SOUTH 14°15' EAST 853.5 FEET FROM THE MOST WESTERLY CORNER OF SAID LOT 3, RUNNING THENCE NORTH 75°45' EAST 163.0 FEET; THENCE NORTH 3°32' EAST 247.6 FEET; THENCE NORTH 37°41' EAST 277.3 FEET; THENCE NORTH 52°07' EAST 293 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 2 WHICH IS DISTANT THEREON SOUTH 40°5' WEST 1157 FEET FROM THE ANGLE POINT IN SAID SOUTHEASTERLY LINE LYING IMMEDIATELY WEST OF THE MOST NORTHERLY CORNER OF LOT 4 IN SAID BLOCK 257.

ALSO EXCEPTING THEREFROM THOSE PORTIONS OF SAID LOTS 3 AND 4 AND OF THE SAID VACATED STREET LYING BETWEEN SAID LOTS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 4; THENCE NORTH 8°39' EAST ALONG THE EASTERLY LINE OF SAID LOT 4, 1120 FEET; THENCE NORTH 79°37' WEST 352.9 FEET; THENCE SOUTH 34°5' WEST 331.7 FEET; THENCE SOUTH 50°49' WEST 104.3 FEET; THENCE SOUTH 34°58' WEST 592.1 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 3; THENCE SOUTH 14°15' EAST ALONG THE SOUTHWESTERLY LINE OF LOT 3 AND ALONG THE SOUTHWESTERLY LINE OF THE VACATED UNNAMED STREET ABOVE REFERRED TO 184.2 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 4; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 4 TO THE POINT OF BEGINNING

PARCEL II: APN 237-131-02

THOSE PORTIONS OF LOTS 3 AND 4 IN BLOCK 257 OF RANCHO RINCON DEL DIABLO, ACCORDING TO MAP THEREOF NO. 648, FILED ON NOVEMBER 20, 190, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND OF THE UNNAMED STREET LYING BETWEEN SAID LOTS 3 AND 4, VACATED AND ABANDONED TO PUBLIC USE MAY 29, 1939, BY THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION
(continued)

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 4; THENCE NORTH 8°39' EAST ALONG THE EASTERLY LINE OF SAID LOT 4 , 1120 FEET; THENCE NORTH 79°37' WEST 352.9 FEET; THENCE SOUTH 34°52' WEST, 331.7 FEET; THENCE SOUTH 50°49' WEST 1043 FEET; THENCE SOUTH 34°58' WEST, 591.1 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 3; THENCE SOUTH 14°15' EAST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 3 AND ALONG THE SOUTHWESTERLY LINE OF THE VACATED UNNAMED STREET ABOVE REFERRED TO 184.2 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 4; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 4 TO THE POINT OF COMMENCEMENT.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS GRANTED TO THE COUNTY OF SAN DIEGO BY DOCUMENT RECORDED OCTOBER 29, 1969 AS DOCUMENT NUMBER 198728 OF OFFICIAL RECORDS.

END OF LEGAL DESCRIPTION

SCHEDULE B

At the date hereof, items to be considered and exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. Property taxes, including any assessments collected with taxes, for the fiscal year 2008 - 2009 that are a lien not yet due
2. 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
3. Water rights, claims or title to water, whether or not shown by the public records.
4. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	Escondido Irrigation District
Purpose:	pipelines and ditches
Recorded:	<u>In Book 238, page 390 of Deeds</u> July 1, 1892
Affects:	The exact location and extent of said easement is not disclosed of record
5. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Purpose:	public road purposes
Recorded:	<u>April 13, 1939 in Book 887, page 317 of Official Records</u>
Affects:	The route thereof affects a portion of said land and is more fully described in said document.

Said instrument additionally contains the privilege and right to extend drainage structures and excavation and embankment slopes beyond the limits where required for the construction and maintenance thereof
6. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To:	San Diego Gas and Electric Company
Purpose:	public utilities, ingress, egress
Recorded:	<u>August 20, 1962 as Instrument No. 142011 of Official Records</u>
Affects:	The route thereof affects a portion of said land and is more fully described in said document.
7. An easement for the purpose shown below and rights incidental thereto as reserved in a document

Purpose:	public utilities and incidental purposes
Recorded:	<u>April 1, 1963 as Instrument No. 54933, of Official Records</u>
Affects:	The route thereof affects a portion of said land and is more fully described in said document.
8. An easement for the purpose shown below and rights incidental thereto as reserved in a document.

SCHEDULE B
(continued)

Purpose: public utilities and incidental purposes
Recorded: October 28, 1968 as Instrument No. 188636 of Official Records
Affects: The route thereof affects a portion of said land and is more fully described in said document.

9. The privilege and right to extend drainage structures and excavation and embankment slopes beyond the limits of said land, where required for the construction and maintenance thereof, as contained in the deed recorded October 29, 1969 as Instrument No. 198728 of Official Records.

10. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To: San Diego Gas and Electric Company
Purpose: public utilities, ingress, egress
Recorded: September 30, 1975 as Instrument No. 75-267031 of Official Records
Affects: The route thereof affects a portion of said land and is more fully described in said document

11. Matters which may be disclosed by an inspection and/or by a correct ALIA/ACSM Land Title Survey of said land that is satisfactory to this Company, and/or by inquiry of the parties in possession thereof

This office must be notified at least 7 business days prior to the scheduled closing in order to arrange for an inspection of the land; upon completion of this inspection you will be notified of the removal of specific coverage exceptions and/or additional exceptions to coverage.

12. Any rights of parties in possession of said land, based on any unrecorded lease, or leases

This Company will require a full copy of any unrecorded lease, together with all supplements, assignments, and amendments for review.

END OF SCHEDULE B

INFORMATIONAL NOTES

Note No. 1: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage

Note No. 2: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the amount, if any, 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

Note No 3: This Company will require the following in order to insure title in, or a conveyance from, the entity named below.

Name: Spieth & Wohlford, Inc., a corporation

- (A) A copy of the By-Laws or Articles of Association (sometimes known as the "agreement" or "charter").
- (B) A copy of a Resolution of the Association approving the present transaction and identifying the subject land. The resolution should also state that the transaction is necessary for the business purposes of the association and should name the parties who are authorized to execute documents for the association.

Note No 4: Property taxes, for the fiscal year 2007 - 2008 are paid For information purposes the amounts are:

1 st Installment:	\$2,425.76 Paid
2 nd Installment:	\$2,425.76 Paid
Exemption:	\$None
Code Area:	04296

Assessors Parcel Number: 237-131-01

GP

INFORMATIONAL NOTES
(continued)

ATTACHMENT ONE

PRIVACY STATEMENT

IMPORTANT INFORMATION:

For those of you receiving this report by electronic delivery the Privacy Statement and Exclusions From Coverage are linked to this report. Please review this information by selecting the link. For those of you who are receiving a hard copy of this report, a copy of this information has been submitted for your review.

CHICAGO TITLE INSURANCE COMPANY

Fidelity National Financial Group of Companies' Privacy Statement

July 1, 2001

We recognize and respect the privacy of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates or others;
- From our Internet web sites;
- From the public records maintained by government entities that we wither obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies

Our Policies Regarding The Protection Of The Confidentiality And Security Of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We may also disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right To Access Your Personal Information And Ability To Correct Errors Or Request Change Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Financial, Inc
601 Riverside Drive
Jacksonville, FL 32204

Multiple Products or Services:

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

ATTACHMENT ONE

AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- 1 Governmental police power and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks

- 2 The right to take the land by condemning it unless:
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3 Title Risks:

- that are created, allowed or agreed to by you
- that are known to you, but not to us, on the Policy Date – unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4 Failure to pay value for your title

5 Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A
- OR
- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks

In addition to the Exclusions you are not insured against loss, costs, attorneys' fees and the expenses resulting from:

- 1 Any right, interests, or claims of parties in possession of the land not shown by the public records
- 2 Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks

3 Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks

4 Any water rights or claims or title to water in or under the land whether or not shown by the public records

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

SCHEDULE B, PART I
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 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

ATTACHMENT ONE
(CONTINUED)

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT-FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage costs attorneys' fees or expenses which arise by reason of:

- 1 (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy
- 2 Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge
- 3 Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or

to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or

- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage
- 4 Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated
- 5 Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law
- 6 Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance
- 7 Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor

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 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

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

**ATTACHMENT ONE
(CONTINUED)**

- | | |
|--|--|
| <p>(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage</p> <p>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</p> <p>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</p> | <p>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</p> <p>(a) a fraudulent conveyance or fraudulent transfer or</p> <p>(b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy</p> <p>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)</p> |
|--|--|

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) that arise by reason of:

- | | |
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| <p>1 (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;</p> <p>(b) Proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records</p> <p>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</p> | <p>3 Easements, liens or encumbrances, or claims thereof not shown by the Public Records</p> <p>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</p> <p>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</p> |
|--|--|

**AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
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:

- | | |
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| <p>1 (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy</p> <p>(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy</p> <p>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</p> | <p>3 Defects, liens, encumbrances, adverse claims or other matters:</p> <p>(a) created, suffered, assumed or agreed to by the insured claimant;</p> <p>(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;</p> <p>(c) resulting in no loss or damage to the insured claimant;</p> <p>(d) attaching or created subsequent to Date of Policy; or</p> <p>(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy</p> <p>4 Any claim, which arises out of the transaction vesting in the insured estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:</p> <p>(i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or</p> <p>(ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:</p> <p>(a) to timely record the instrument of transfer; or</p> <p>(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor</p> |
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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:

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| <p>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</p> <p>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</p> | <p>3 Easements, liens or encumbrances or claims thereof, which are not shown by the public records</p> <p>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</p> <p>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</p> |
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**ATTACHMENT ONE
(CONTINUED)**

**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) that arise by reason of:

- 1 (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records
- 2 Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land
- 3 Easements, liens or encumbrances or claims thereof, not shown by the Public Records
- 4 Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and 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

**CLIA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss costs attorneys' fees and expenses resulting from:

- 1 Governmental police power, and the existence or violation of any law or government regulation This includes ordinances laws and regulations concerning:
 - a building
 - b zoning
 - c Land use
 - d improvements on the Land
 - e Land division
 - f environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24
- 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 apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date
- 3 The right to take the Land by condemning it, unless
 - a a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking
- 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 appear 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 d, 22 23 24 or 25
- 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 18

**ATTACHMENT ONE
(CONTINUED)**

LIMITATIONS ON COVERED RISKS

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

- For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 14:	1.00% of Policy Amount or \$ 2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 15:	1.00% of Policy Amount or \$ 5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 16:	1.00% of Policy Amount or \$ 5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 18:	1.00% of Policy Amount or \$ 2,500.00 (whichever is less)	\$ 5,000.00

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
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:

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| <p>1 (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas 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. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.</p> <p>(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.</p> <p>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.</p> <p>3 Defects, liens, encumbrances, adverse claims or other matters:</p> <p>(a) created, suffered, assumed or agreed to by the Insured Claimant;</p> <p>(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;</p> <p>(c) resulting in no loss or damage to the Insured Claimant;</p> | <p>(d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or</p> <p>(e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.</p> <p>4 Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.</p> <p>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, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.</p> <p>6 Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(c) and 26.</p> <p>7 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 limit the coverage provided in Covered Risk 8.</p> <p>8 Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title the existence of which are known to the Insured at:</p> <p>(a) The time of the advance; or</p> <p>(b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.</p> <p>9 The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.</p> |
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391

... personally known to be the persons who executed an instrument executed the foregoing deed as grantor and acknowledged to me that they executed the same.

Jacob Schaetzle Jr.
Notary Public S.D.

Recorded at Request of A. C. Koppeling 1895 3 min past 3 o'clock P.M.

129

Jos. F. Donnan, Recorder.
By C. A. Hallam, Deputy Recorder

Escondido Land Co. and Down Co.
Escondido Irrigation District.

Right of Way

238
390

The Escondido Land and Down Company, a Corporation of the County of San Diego, State of California, for value received, do hereby grant unto the Escondido Irrigation District of the County aforesaid, its successors and assigns forever, a right of way not exceeding ten feet in width in any one place over and through and across the land of the Grantor and ten feet in width for all ditch lines, as shown upon the right of way map prepared by C. F. Tabor, Chief Engineer of said District, and on file in the office of said District, for the use and maintenance of water ditches, pipe lines, conduits and aqueducts for the conveyance of water to the said Escondido Irrigation District in said Co.

Said lands above referred to being situated in the Rancho Rincon de las Diablos, in said County of San Diego, State of California, and the Grantor further grants the right to the Grantee to hereafter lay out and construct and maintain all necessary pipe lines, conduits and ditches across and over said lands, but no improvements thereon shall be damaged without just compensation being made therefor; and whenever the Grantor ceases to use any portion of said right of way, that portion thereof shall revert to the Grantor, or its successors. The Grantor retains the right to cultivate so much of said right of way as is not actually occupied or used by the Grantee for ditch or pipe line.

In Witness Whereof the said parties of the first part have hereunto caused their respective signatures to be hereunto set in presence of the undersigned, Notary Public for said County of San Diego.

Witness my hand and seal of office at San Diego, California, this 12th day of August, 1895.

Notary Public, R. G. TOY, Deputy Recorder

5

WITNESS our hands this 6th day of April, 1939.

Signed and Executed in Presence of
Esther Kudner
Charles G. Goodman

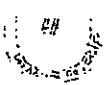
Prisc Swinney
Trula Swinney

State of California, }
County of Los Angeles } ss.

On this 6th day of April, 1939, before me, Charles G. Goodman, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Prisc Swinney and Trula Swinney, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Charles G. Goodman
Notary Public in and for said County and State.
My Commission expires April 13th, 1942.



Recorded at request of Southern Title & Trust Co. Apr. 13, 1939
at 9 A.M.

Roger H. Ewe, County Recorder
By Deputy E. Zervas

1.00/3

15504

EASEMENT FOR COUNTY HIGHWAY
Road Survey 765

KNOW ALL MEN BY THESE PRESENTS: LAWRENCE O. SPIETH and HELEN N. SPIETH, his wife, Burnet C. Wohlford and Mildred F. Wohlford, his wife, Grantors, of Shaker Heights, County of Cuyahoga State of Ohio, owners of the hereinafter described lands, for and in consideration of Dollars (\$___), to us in hand paid by the County of San Diego, State of California, or on its behalf, the receipt whereof is hereby acknowledged, and the benefits to accrue to us by reason of the location and establishment by the County of San Diego, State of California of a public highway upon, over and across said lands, we do hereby signify our approval of and consent to the location, establishment and construction of such highway thereon and we do, by these presents hereby grant, convey and dedicate to the County of San Diego, State of California, grantees, the right of way and incidents thereto for such public highway upon, over and across the said lands, hereinafter described, lying and being in the County of San Diego, State of California, and particularly described as follows, to-wit:

Lots 2 and 3 in Block 257 of Rancho Rincon del Diablo, according to map thereof No. 725, records of said County.

OK
T. W. Cole
3/17/39

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

That portion of said Lots 2 and 3 in Block 257, included within a strip of land 36 feet wide, 33 feet each side of the following described center line:

Beginning at the intersection of the southerly prolongation of the center line of unnamed street lying between Lots 3 and 4 in said Block 257 with the southerly line of said Rancho Rincon del Diablo; thence N. 8° 37' 30" E., to and along said center line, 1357.40 feet to an angle point therein; thence N. 27° 49' 15" E. continuing along said center line, 171.00 feet to the true point of beginning; thence leaving said center line, S 40° 58' 15" W. 236.15 feet to the beginning of a curve to the left having a radius of 500 feet; thence along said curve through a central angle of 23° 28' a distance of 204.73 feet; thence S. 17° 29' 15" W. 594.09 feet to a point in the center line of the unnamed street lying westerly of said Block 257, distant thereon N. 14° 17' 30" W. 587.57 feet from the intersection of said center line and its southerly prolongation with the said southerly line of Rancho Rincon del Diablo.

It is understood that the undersigned grantors grant only that portion of the above described right of way to which they hold title and in which they are interested. Said right of way above described consists of, acre more or less.

For the consideration named above we hereby grant to the County of San Diego the

RECORDED BY SOUTHERN TITLE & TRUST CO. COUNTY RECORDER

privilege and right to extend drainage structures and excavation and embankment slopes beyond the limits of the above described right of way where required for the construction and maintenance of said County Highway.

And we, the said grantors, do hereby waive all claim for compensation for any and all damages on account of the location, establishment and construction of said highway; and do hereby grant to the County of San Diego, State of California, all trees, growths (growing or that may hereafter grow) and roadbuilding materials within said right of way together with the right to use the same in such manner and at such locations as said grantors may deem proper, useful or necessary in the construction, reconstruction and maintenance of said highway.

IN WITNESS WHEREOF Lawrence C. Spieth and Helen N. Spieth have set their hands and seal, this 13th day of February, 1939.

Signed, sealed and delivered in the presence of J. E. Splittorf, L.A.O'Neil, An subscribing witness
Lawrence C. Spieth (Seal)
Helen N. Spieth (Seal)
Burnet C. Wohlford (Seal)
Mildred F. Wohlford (Seal)

State of Ohio, } ss.
County of Cuyahoga, }

On this 13th day of February, Nineteen Hundred and thirty-nine, before me, J. E. Splittorf, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn personally appeared LAWRENCE C. SPIETH and HELEN N. SPIETH, his wife, known to me to be the persons described in and whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

J. E. Splittorf Notary Public in and for the County of Cuyahoga, State of Ohio.
Notarial Seal, Cuyahoga County

THE STATE OF OHIO, } ss.
CUYAHOGA COUNTY, }

I, JOHN J. BUSER, Clerk of the Court of Common Pleas, a Court of Record of Cuyahoga County, aforesaid, DO HEREBY CERTIFY THAT J. E. Splittorf before whom the annexed acknowledgment, oath, affidavit, was taken, was at the date thereof a NOTARY PUBLIC, in and for said County, duly authorized by the laws of Ohio to take the same, also to make acknowledgments, affidavits and proofs, of deeds or conveyances for land, tenements or hereditaments situated and lying in said State of Ohio, and further that I am well acquainted with his handwriting and believe his signature thereto is genuine, and that the annexed instrument is executed according to the laws of the State of Ohio.

Commission expired July 8, 1941.
IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at Cleveland, Ohio, this 13 day of February A.D. 1939.
John J. Buser, Clerk

No. L 6079
Common Pleas Court
Cuyahoga County,
Ohio

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

On this 25th day of March in the year 1939, before me, J. B. McLeas, County Clerk and ex-officio Clerk of the Superior Court in and for said County, which is a court of record having a seal, personally appeared BURNET C. WOHLFORD and MILDRED F. WOHLFORD known to me to be the persons described in and whose names are subscribed to and who executed the annexed instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court at my office in the County of San Diego, the day and year in this Certificate first above written.

J. B. McLeas, County Clerk and ex-officio Clerk of the Superior Court
By Albert W. Daniels Deputy

IN the Matter of Accepting }
Easement for Road Survey 745. } (Unnamed Street in the Rancho Rincon del Diablo)

ON MOTION of Supervisor Faddis, seconded by Supervisor Hart, the following Resolution is adopted by the Board of Supervisors:

WHEREAS, LAWRENCE C. SPIETH AND HELEN N. SPIETH, husband and wife; and BURNET C. WOHLFORD AND MILDRED F. WOHLFORD, husband and wife, have tendered to this Board a deed dated February 13, 1939, conveying to the County of San Diego, an easement for a public highway, across and over the following-described property:

Lots 2 and 3 in block 257 of Rancho Rincon del Diablo, according to map thereof No. 725, records of said County.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY, CALIFORNIA, HEREBY RESOLVES AS FOLLOWS:

RECORDED BY S. HENSHALL R. DEPUTY RECORDER

That the said deed be and the same is hereby accepted, and the Clerk of this Board is hereby ordered and directed to cause the same to be recorded in the office of the County Recorder of the County of San Diego, State of California.

Passed and adopted by the Board of Supervisors of the County of San Diego, State of California, this 10th day of April, 1939, by the following vote, to wit:

AYES: Supervisors Bellon, Richards, Faddis, Warner and Hart.
NOES: Supervisors None

ABSENT: Supervisors None

STATE OF CALIFORNIA) SS
County of San Diego)

I, J.B. Malons, do hereby certify that I am the County Clerk of the County of San Diego, State of California; and ex officio Clerk of the Board of Supervisors of said County; that the foregoing resolution was passed and adopted by the Board of Supervisors at a regular meeting thereof, at the time and by the vote above stated.

J.B. Malons, County Clerk
and ex officio Clerk of the Board of Supervisors

Board of Supervisors
San Diego County,
California

By L. O'Kennedy Deputy

Document No. 107
Filed Board of Supervisors
Apr 5 10:48 AM 1939

Recorded at request of County Board of Supervisors
By H. Klockner Deputy Ap 10, 1939
part 10 A.M. Apr 13, 1939 25 min.

Roger N. Howe, County Recorder
By Deputy D. Golo

xx/14

16401

THIS DEED OF TRUST, made this 6th day of April, 1939

BETWEEN THOMAS MOONIOS also known as Tom Moonios and BERTHA MOONIOS, husband and wife, hereinafter called the TRUSTOR, UNION TITLE INSURANCE AND TRUST COMPANY, a corporation, of San Diego, California, hereinafter called the TRUSTEE; and JOHN C. WEISS hereinafter called the BENEFICIARY;

WITNESSETH: That, Whereas, the makers of the note hereinafter mentioned are indebted to the Beneficiary in the sum of FOUR HUNDRED TWENTY-FIVE AND NO/100 Dollars, and have agreed to pay the same, with interest, according to the terms of one certain Promissory Note in words and figures as follows:

\$485.00 San Diego, California, April 6th, 1939.

In installments and at the time hereinafter stated, for value received I promise to pay to JOHN C. WEISS or order, at San Diego, California a principal sum of Four Hundred Twenty-Five and no/100 Dollars, with interest from date on the amount of principal remaining from time to time unpaid, until said principal sum is paid, at the rate of six per cent. per annum. Principal and interest payable in monthly installments of Fifteen and no/100 Dollars, or more each, on the 6th day of each and every month, beginning May 6th, 1939, and continuing monthly to and including Oct. 6th, 1940, on which date I promise to pay entire balance of principal and accrued interest then remaining unpaid.

Each of said payments shall be credited as follows: First on the interest then due; and the remainder on the principal sum; and interest shall thereupon cease upon the amount so credited on the said principal sum. Should the interest not be so paid it shall, at the option of the holder of this note, become a part of the principal and thereafter bear like interest as the principal. Should default be made in the payment of any of said installments when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Should suit be commenced or an attorney employed to enforce payment of this note, the undersigned agrees to pay in addition, a reasonable sum as attorney's fees. Principal and interest payable in lawful money of the United States. This note is secured by a certain Deed of Trust to the UNION TITLE INSURANCE AND TRUST COMPANY, a corporation.

TOM MOONIOS
BERTHA MOONIOS

RECORDED BY SYBETH R. NEVIN RECORDER

10/10/39
1082... 245

Clerk, Board of Supervisors
San Diego County Administration Center
1600 Pacific Highway
San Diego, California 92101

9

198728
FILE/PAGE No.
RECORDED REQUEST #
County Board of Supervisors
OCT 23 5 25 AM '89
SERIES 10 800, 869
OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
A. S. GRAY, RECORDER
NO FEE

SPACE ABOVE FOR RECORDER'S USE ONLY

Coord. 338-1751

GRANT DEED
TRANSFER TAX PAID
A. S. GRAY, COUNTY RECORDER

Road Survey No. 1791-1
Parcel No. 68527

TRANSFER TAX 4.95
UNINCORPORATED AREA

Spieth & Wohlford, Inc., a corporation

for a valuable consideration do hereby

GRANT to the COUNTY OF SAN DIEGO all that real property in the County of San Diego, State of California, described as follows:

Those portions of Lots 2, 3 and 4 in Block 257 of the Rancho Rincon del Diablo according to Map thereof No. 648 filed in the Office of the County Recorder of the County of San Diego, together with that portion of the unnamed street bounded on the West by said Lots 2 and 3 and on the East by said Lot 4 vacated to public use May 29, 1939 by the Board of Supervisors of San Diego County, all described in Deed to Spieth & Wohlford, Inc., recorded December 28, 1967 as Document No. 204198 of Official Records in said Office of the County Recorder lying within a strip of land 60 feet wide, 30 feet on each side of the following described center line:

COMMENCING at a point in the easterly line of Greenacres Estates Unit No. 1 according to Map thereof No. 3036 filed in said Office of the County Recorder distant thereon S.5°03'E. 680.57 feet from the northeast corner of said Subdivision (S.4°37'16"E. per California Coordinate System Zone 6) said point being the intersection of said easterly line with the tangent portion of the center line of Sunset Drive prolonged southeasterly as shown on said Map; thence along bearings and distances based on said California Coordinate System Zone 6 as follows:

N.50°18'16"W. along said prolongation and said tangent portion of the center line of Sunset Drive, a distance of 145.28 feet; thence N.87°32'24"E. 91.06 feet to the TRUE POINT OF BEGINNING of the herein described center line, said point having coordinates N=338,289.51 and E=1,752,527.48 of the California Coordinate System Grid Zone 6; thence along bearings and distances based on said Zone 6 as follows:

N.2°27'36"W. 397.30 feet to the beginning of a tangent curve to the Left having a radius of 2500 feet; thence northerly along said curve through a central angle of 11°21'37" a distance of 495.68 feet; thence tangent to said curve N.13°49'13"W. 88.34 feet to the beginning of a tangent curve to the Right having a radius of 1000 feet; thence northerly and northeasterly along said curve through a central angle of 54°50'18" a distance of 957.11 feet; thence tangent to said curve N.41°01'05"E. 1519.69 feet to the beginning of a tangent curve to the Left having a radius of 1000 feet; thence northeasterly along said curve through a central angle of

N

Road Survey 1791-1
Parcel 68527 (Contd)

849

17°19'33" a distance of 302.39 feet; thence tangent to said curve N.23°41'32"E. 206.84 feet to the beginning of a tangent curve to the Right having a radius of 1000 feet; thence northeasterly along said curve through a central angle of 27°16'46" a distance of 476.12 feet; thence tangent to said curve N.50°58'18"E. 518.74 feet to the beginning of a tangent curve to the Left having a radius of 2000 feet; thence northeasterly and northerly along said curve through a central angle of 53°29'11" a distance of 1867.03 feet to a point of tangency in the center line of Bear Valley Road 66 feet wide as shown on Map No. 725 of Rancho Rincon del Diablo filed in the Office of the County Recorder of San Diego County, said point bearing N.25°02'44"E. 794.33 feet from a 5/8 inch pin marking the northeast corner of Lot 4 in Block 188 of said Rancho Rincon del Diablo. Said point of tangency has coordinates N=344,090.57 and E=1,755,304.76 of said California Coordinate System Grid Zone 6.

Also that portion of said Lot 3 lying westerly of the westerly line of the hereinbefore described 60 foot strip of land and southerly of that certain course in the northerly and westerly boundary so described in said Deed to Spieth & Wohlford having a bearing of N.75°45'E. and a length of 163.8 feet.

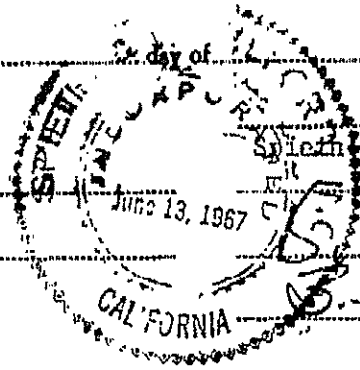
ALSO granting to the County of San Diego the privilege and right to extend drainage structures and excavation and embankment slopes where required for the construction and maintenance of said County highway over that portion of said Lot 3 lying easterly of the above described 60 foot strip of land and lying within an area not to exceed 30 feet easterly of said 60 foot strip of land.

We also grant to the County of San Diego the privilege and right to extend drainage structures and excavation and embankment slopes over and across that portion of Lot 4 in Block 257 of the Rancho Rincon del Diablo, according to Map thereof No. 648 filed in the Office of the County Recorder of the County of San Diego lying within the following described parcel of land: COMMENCING at the southwesterly terminus of that certain center line course herein before described having a bearing of N.41°01'05"E. and a length of 1519.69 feet; thence N.41°01'05"E. along said center line a distance of 445 feet; thence at right angles S.48°58'55"E. 35 feet to the TRUE POINT OF BEGINNING; thence retracing N.48°58'55"W. 35 feet to said center line; thence S.41°01'05"W. along said center line and its southwesterly prolongation, a distance of 515 feet; thence at right angles S.48°58'55"E. to a point on a line that is parallel with and distant 40 feet at right angles southeasterly from said prolongation and said center line; thence N.41°01'05"E. along said parallel line a distance of 360 feet; thence northeasterly in a straight line to the TRUE POINT OF BEGINNING.

The grantor further understands that the present intention of the grantee is to construct and maintain a public highway on the lands hereby conveyed in fee and the grantor, for himself, his successors and assigns, hereby waives any claims for any and all damages to grantor's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

(As used above, the term "grantor" shall include the plural as well as the singular number and the words "himself" and "his" shall include the feminine gender as the case may be.)

Dated this 2nd day of OGT 1969



Spleth & Wohlford, Inc., a Corporation

B. C. Wohlford
President
B. F. Wohlford
Secretary

STATE OF CALIFORNIA, ss.
County of San Diego

On this 2nd day of OGT in the year 1969, before me, R. B. JAMES, County Clerk and ex-officio Clerk of the Superior Court in and for said County, which is a court of record having a seal, personally appear Spleth & Wohlford, Inc. known to me to be the person described in and whose name Spleth & Wohlford, Inc. subscribed to and who executed the annexed instrument, and acknowledged to me that Spleth & Wohlford, Inc. executed the same.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Court at my office in the County of San Diego the day and year in this Certificate first above written.

R. B. JAMES, County Clerk and ex-officio Clerk of the Superior Court
By _____, Deputy

This is to certify that the interest in real property conveyed by the foregoing deed or grant to the County of San Diego a political corporation, is hereby accepted by order of the Board of Supervisors on 10-27-69 # 38 at said County consents to recordation thereof by its duly authorized officer.
Dated 10-27-69

PORTER D. CREMANS, Clerk of the Board of Supervisors
By Shamus Mc Keeley, Deputy

FOR CLERK OF THE BOARD

FOR COUNTY ENGINEER

FOR COUNTY COUNCIL
APPROVED AS TO FORM:
BERTRAM McLEES, JR.
County Counsel

120170
SUPERVISORS
ED

4 42 PM '69

Countersigned by Clerk of Board

ON



By William C. Lee
Deputy

STATE OF CALIFORNIA,
County of San Diego,

} ss.

On this 2nd day of October, in the year One Thousand
Nine Hundred and sixty nine, before me, R. B. JAMES, County Clerk and ex-officio Clerk of the
Superior Court in and for said County, which is a court of record having a seal, personally appeared
Wohlford known to me to be the President and
Wohlford known to me to be the Secretary
of the Corporation that executed the within instrument, known to me to be the persons who executed the within
instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation ex-
ecuted the within instrument pursuant to its by-laws or a resolution of its board of directors.

R. B. JAMES,
County Clerk and Ex-Officio Clerk of the Superior Court.

By HARRY I. SAUNDERS Deputy

b

1B

.. 807

FILE/PAGE NO. **75-267031**
BOOK 1976
RECORDED REQUEST OF
SAN DIEGO GAS & ELECTRIC CO.
SEP 30 9 48 AM '75

TRANSFER TAX NONE
SAN DIEGO GAS & ELECTRIC CO.

SIGNATURE *[Handwritten Signature]*

OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
HARLEY F. BLOOM
RECORDER

MAIL TO
SAN DIEGO GAS & ELECTRIC CO.
P. O. BOX 1831
SAN DIEGO, CALIFORNIA, 92112
ATTN. OF J. C. KENNEDY

99588

RIGHT OF WAY

\$6.00

SPIETH & WOHLFORD, INC., a corporation

....., hereinafter called "Grantor", for valuable consideration grant(s) to San Diego Gas & Electric Company, a corporation, hereinafter called "Grantee", an easement and right of way upon, over, under and across the lands hereinafter described, to erect, construct, reconstruct, replace, repair, maintain and use, a line of poles with wires suspended thereon and all necessary and proper guys, anchorage, crossarms, braces and other fixtures for use in connection therewith, for the transmission and distribution of ELECTRICITY for all purposes for which it may be used, at such locations and elevations upon, along and over the hereinafter described easement and right of way as Grantee may now or hereafter deem convenient and necessary at any time and from time to time, together with the right of ingress thereto and egress therefrom, to and along said line, over and across the Grantor's land situated in the County of San Diego, State of California, and more particularly described as follows:

Lots 2, 3 and 4 in Block 257 of Rancho Rincon del Diablo, according to Map thereof No. 648, filed in the office of the County Recorder of said County November 20, 1890, together with that portion of the unnamed street bounded on the West by said Lots 2 and 3 and on the East by said Lot 4, vacated and abandoned to public use May 29, 1939, by the Board of Supervisors of said County, all being described in Deed recorded December 28, 1967 at Recorder's File/Page No. 204198 of Official Records of said County.

The said easement and right of way in the aforesaid lands is particularly described as follows:

75-267031

PARCEL 1:

That certain strip of land 12.00 feet in width being 6.00 feet on each side of the following described center line:

Beginning at a point on the Easterly line of Lot 8 of Rancho Vista Verde Unit No. 1, according to Map thereof No. 4748, filed in the office of the County Recorder of said County, distant thereon South 14° 13' 56" East, 66.54 feet from the Northeast corner thereof; thence from said POINT OF BEGINNING North 75° 46' 04" East, 16.30 feet; thence North 71° 14' 28" East, 258.00 feet.

PARCEL 2:

That certain strip of land 4.00 feet in width being 2.00 feet on each side of the following described center line:

Beginning at the Southeast corner of Lot 4 of said Rancho Vista Verde Unit No. 1, which corner bears South 14° 13' 56" East from the Northeast corner thereof; thence North 9° 36' 49" East, 44.74 feet; thence North 77° 02' 31" East, 96.00 feet.

PARCEL 3:

That certain portion of said Lot 4 in Block 257 of Rancho Rincon del Diablo, described as follows:

Beginning at the most Northerly corner of said Lot 4; thence along the Easterly line thereof South 9° 08' 54" West, 23.55 feet; thence North 48° 58' 55" West, 12.43 feet to a point on the Southeasterly line of Bear Valley Parkway, which point bears South 41° 01' 05" West from the point of beginning; thence North 41° 01' 05" East along said Southeasterly line 20.00 feet to the point of beginning.

75-267031

Grantor grants to Grantee the right to erect and maintain on the above described lands of the Grantor adjacent to said easement and right of way such anchorage as may be necessary at any time and from time to time to properly guy said line of poles.

Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure; plant any tree; drill or dig any well, within the limits of said easement and right of way.

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

The terms, covenants and conditions of this easement and right of way shall be binding upon and inure to the benefit of any heirs, executors, administrators, permittees, licensees, agents or assigns of Grantor and the successors and assigns of Grantee.

IN WITNESS WHEREOF, the Grantor _____ executed this instrument this 18 day of Sept, 19 75.

Executed in the Presence of:
[Signature]
Witness

SPIETH & WOHLFORD, INC.,
a corporation

By Buratt Wohlford
By Buratt F. Wohlford

DRAWN... Blackley....
CHECKED

SKETCH NO. S-3333-85-2

DATE... 8/13/74....

HOPAG NO. 51994-01.

(8)

75-267031

CORPORATION FORM

STATE OF _____)

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

ON THIS 18th day of September A.D. 1975, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Keith Eyle Little known to me to be the person whose name is subscribed to the within Instrument, as a Witness thereto, who being by me duly sworn, deposes and says: That he resides in San Diego, California and that he was present and saw Burnet C. Wohlford known to him to be the President and Burnet F. Wohlford known to him to be the Vice President of the Corporation named in said Instrument, execute and deliver the same, and they acknowledged to said affiant that they executed the same on behalf of the Corporation therein named, and that said affiant subscribed his name thereto as a Witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certifi-

LEE BLANAS
NOTARY PUBLIC
Office, San Diego Co., Calif.
CORPORATION WITNESS FORM
My Commission Expires November 5, 1976

(Seal)

Lee Blanas

Notary Public in and for said County and State

75-267031

APPENDIX F

Spieth & Wohlford, Inc.

661 Bear Valley Parkway

Escondido, CA 92025

Inquiry Number: 3491546.4

January 11, 2013

The EDR Aerial Photo Decade Package



440 Wheelers Farms Road
Milford, CT 06461
800.352.0050
www.edrnet.com

EDR Aerial Photo Decade Package

Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

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Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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Date EDR Searched Historical Sources:

Aerial Photography January 11, 2013

Target Property:

661 Bear Valley Parkway

Escondido, CA 92025

<u>Year</u>	<u>Scale</u>	<u>Details</u>	<u>Source</u>
1947	Aerial Photograph. Scale: 1"=500'	Flight Year: 1947	Jack Ammann
1953	Aerial Photograph. Scale: 1"=500'	Flight Year: 1953	Park
1963	Aerial Photograph. Scale: 1"=500'	Flight Year: 1963	Cartwright
1974	Aerial Photograph. Scale: 1"=500'	Flight Year: 1974	AMI
1980	Aerial Photograph. Scale: 1"=500'	Flight Year: 1980	AMI
1990	Aerial Photograph. Scale: 1"=500'	Flight Year: 1990	AMI
1995	Aerial Photograph. Scale: 1"=500'	/DOQQ - acquisition dates: 1995	EDR
2005	Aerial Photograph. Scale: 1"=500'	Flight Year: 2005	EDR



INQUIRY #: 3491546.4

YEAR: 1947

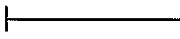
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INQUIRY #: 3491546.4

YEAR: 1953

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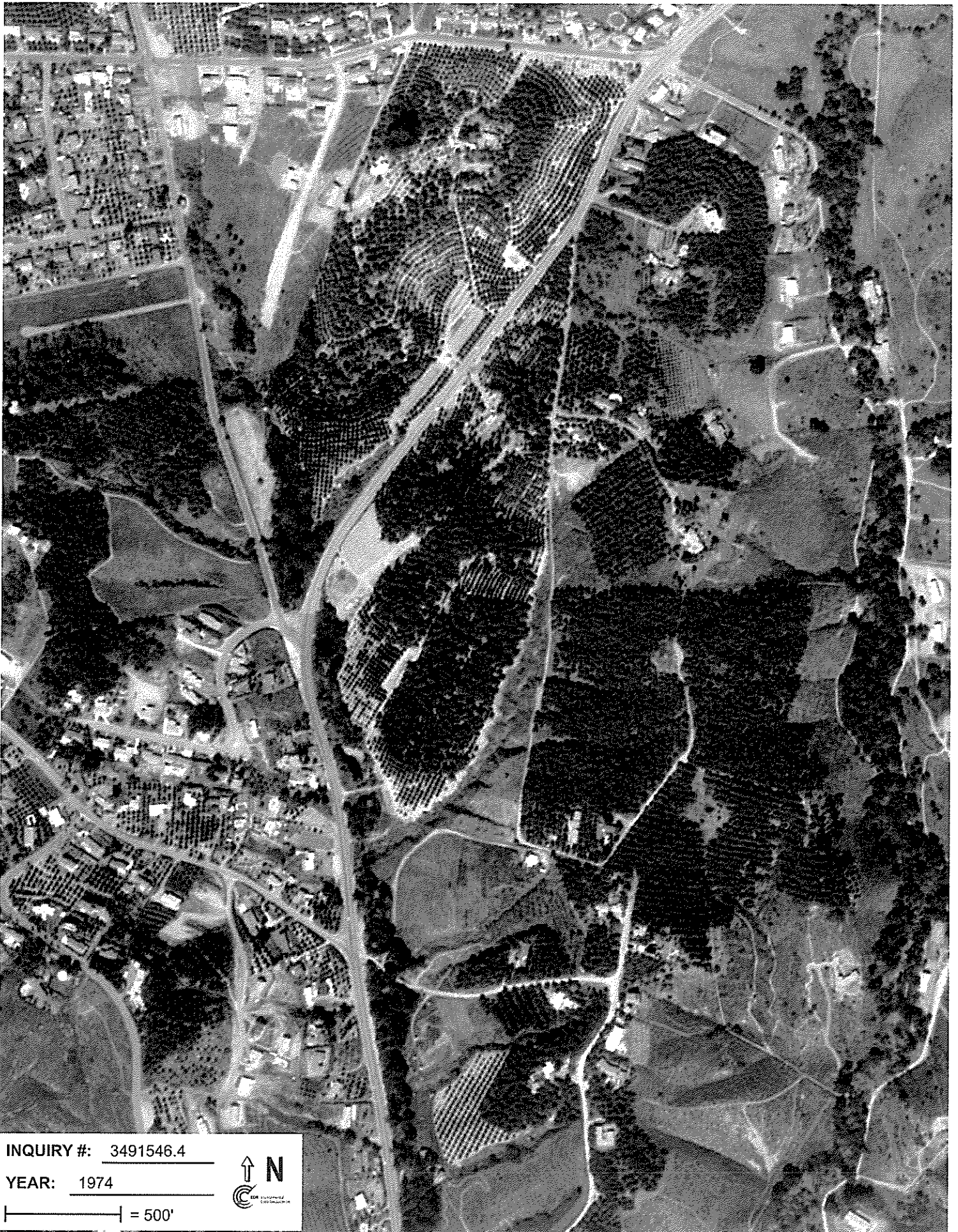


INQUIRY #: 3491546.4

YEAR: 1963


— = 500'





INQUIRY #: 3491546.4

YEAR: 1974

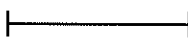
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INQUIRY #: 3491546.4

YEAR: 1980

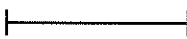
 = 500'





INQUIRY #: 3491546.4

YEAR: 1990


 = 500'





INQUIRY #: 3491546.4

YEAR: 1995

 = 500'





INQUIRY #: 3491546.4

YEAR: 2005

| = 500'



APPENDIX G

Spieth & Wohlford, Inc.

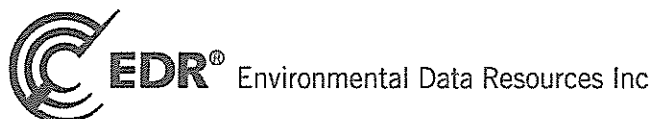
661 Bear Valley Parkway

Escondido, CA 92025

Inquiry Number: 3491546.3

January 09, 2013

Certified Sanborn® Map Report



440 Wheelers Farms Road
Milford, CT 06461
800.352.0050
www.edrnet.com

Certified Sanborn® Map Report

1/09/13

Site Name:

Spieth & Wohlford, Inc.
661 Bear Valley Parkway
Escondido, CA 92025

Client Name:

Vinje & Middleton Engineering
2450 Auto Park Way
Escondido, CA 92029



Environmental Data Resources Inc

EDR Inquiry # 3491546.3

Contact: Brad Crawshaw

The complete Sanborn Library collection has been searched by EDR, and fire insurance maps covering the target property location provided by Vinje & Middleton Engineering were identified for the years listed below. The certified Sanborn Library search results in this report can be authenticated by visiting www.edrnet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by Sanborn Library LLC, the copyright holder for the collection.

Certified Sanborn Results:

Site Name: Spieth & Wohlford, Inc.
Address: 661 Bear Valley Parkway
City, State, Zip: Escondido, CA 92025
Cross Street:
P.O. # NA
Project: 13-118-H
Certification # 5B2E-46FB-B3EE



Sanborn® Library search results
Certification # 5B2E-46FB-B3EE

UNMAPPED PROPERTY

This report certifies that the complete holdings of the Sanborn Library, LLC collection have been searched based on client supplied target property information, and fire insurance maps covering the target property were not found.

The Sanborn Library includes more than 1.2 million Sanborn fire insurance maps, which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

- ✓ Library of Congress
- ✓ University Publications of America
- ✓ EDR Private Collection

The Sanborn Library LLC Since 1866™

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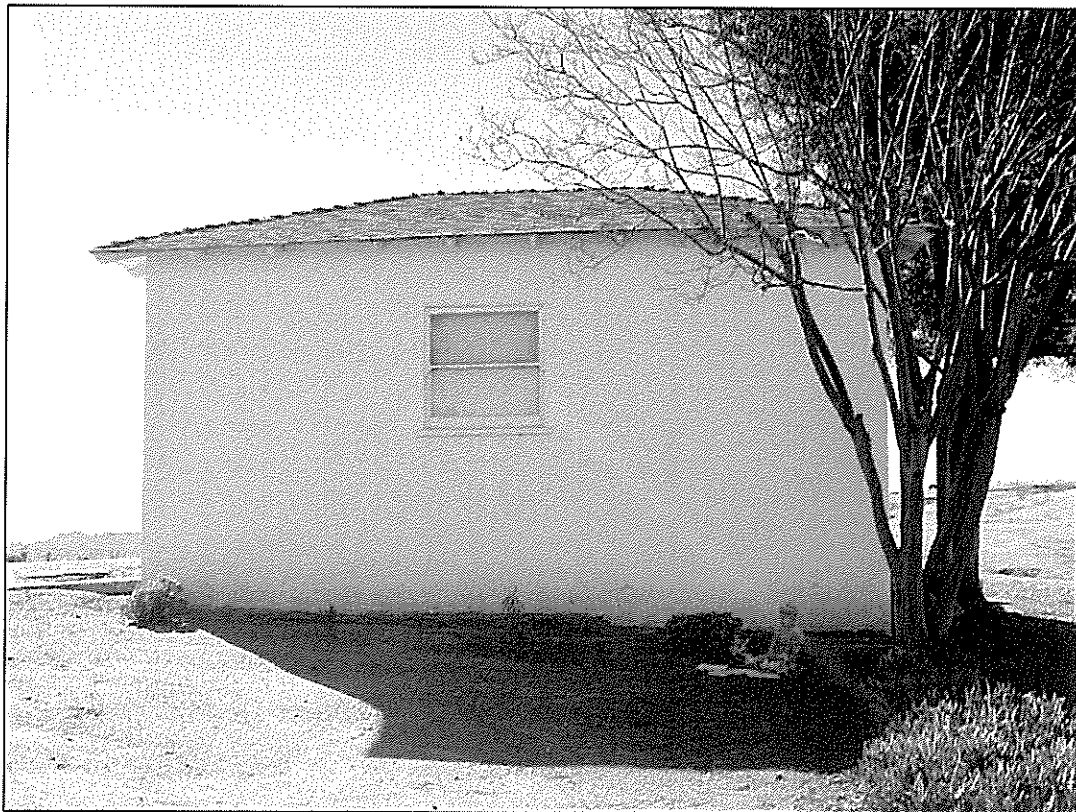
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APPENDIX H

H



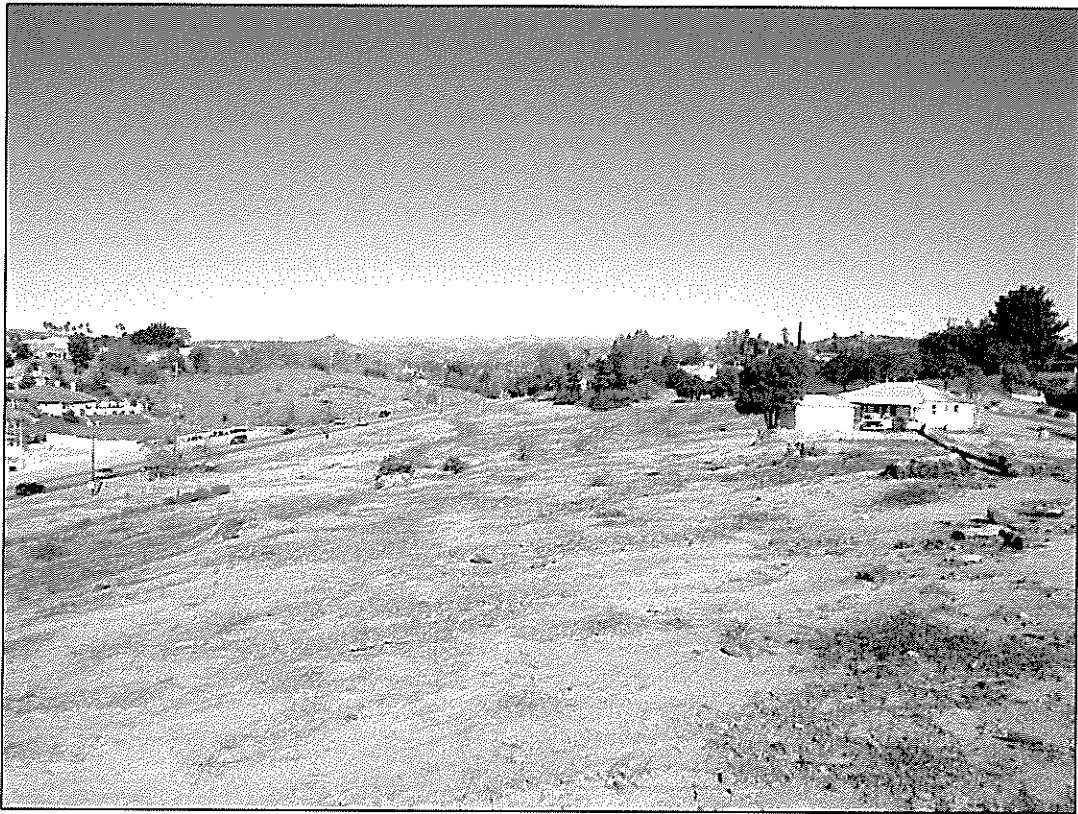
Three bedroom single story residence at 661 Bear Valley Parkway. Age estimated at 60 years. Escondido Building Department has no record of construction.



Detached single car garage located approximately 45-feet southwest of house.



Northeast view along Bear Valley Parkway on the Subject Properties west boundary.



North view from high elevation on the Site. House and garage (661 Bear Valley Parkway) are in photo center right. Adjacent properties north and west are single family residential properties.



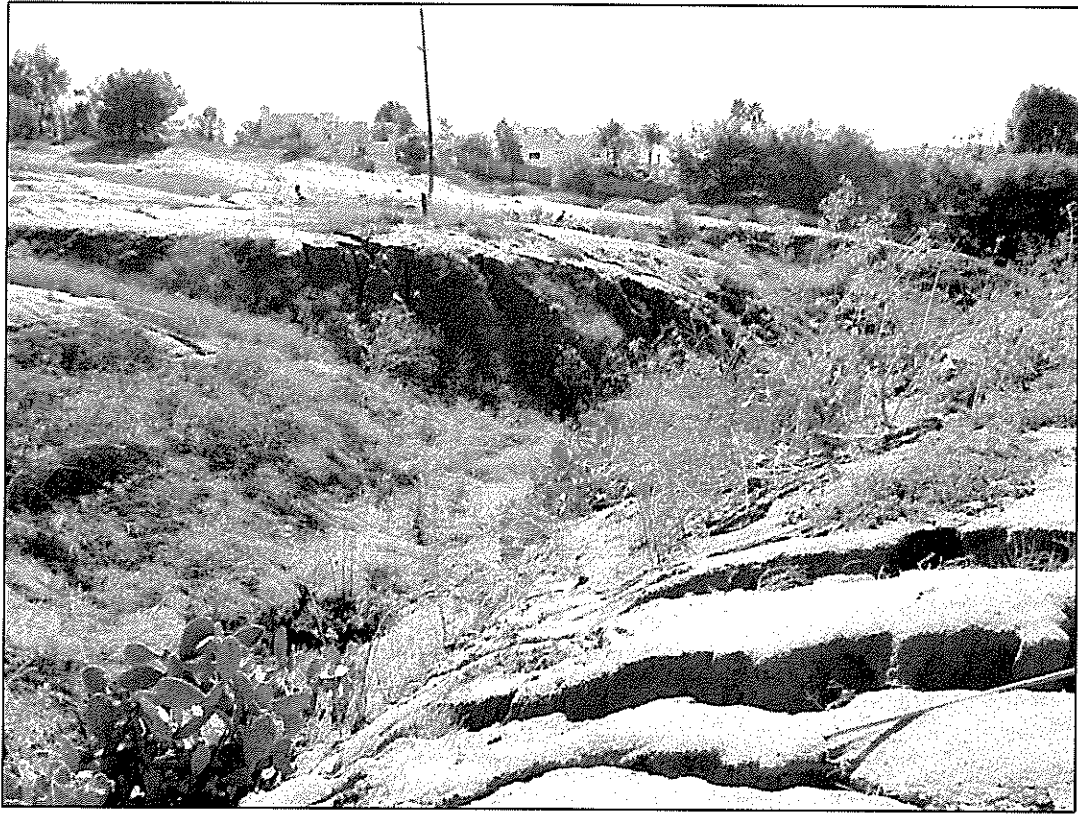


Southwest view from hilltop. Vacant lot opposite Bear Valley Parkway and residential properties in background.

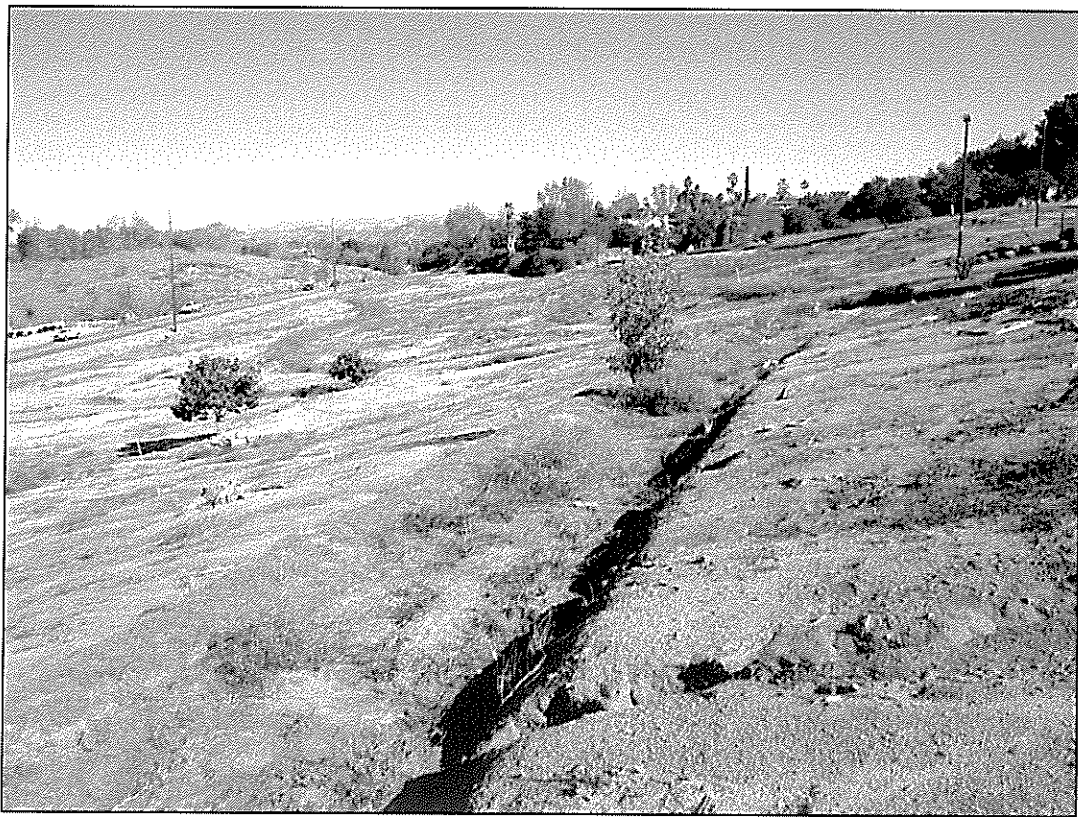


East view from ridgetop. Adjacent properties separated by Choya Canyon Rd. and south trending drainage swale. Asphalt driveway becomes dirt road as elevation drops to the right. Former entrance at southwest corner of property.



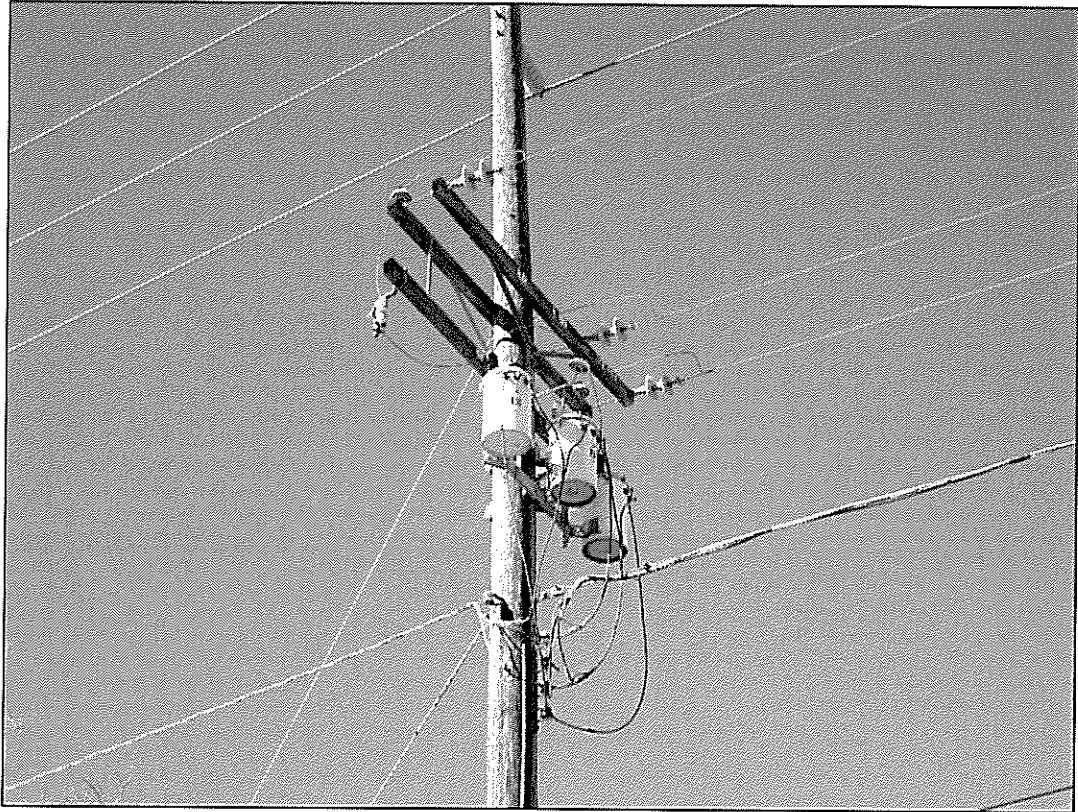


Deep erosional gully in subject properties southeast corner.



Man-made erosion control terrace on contour. This practice is in evidence in historic photographs throughout the project area.



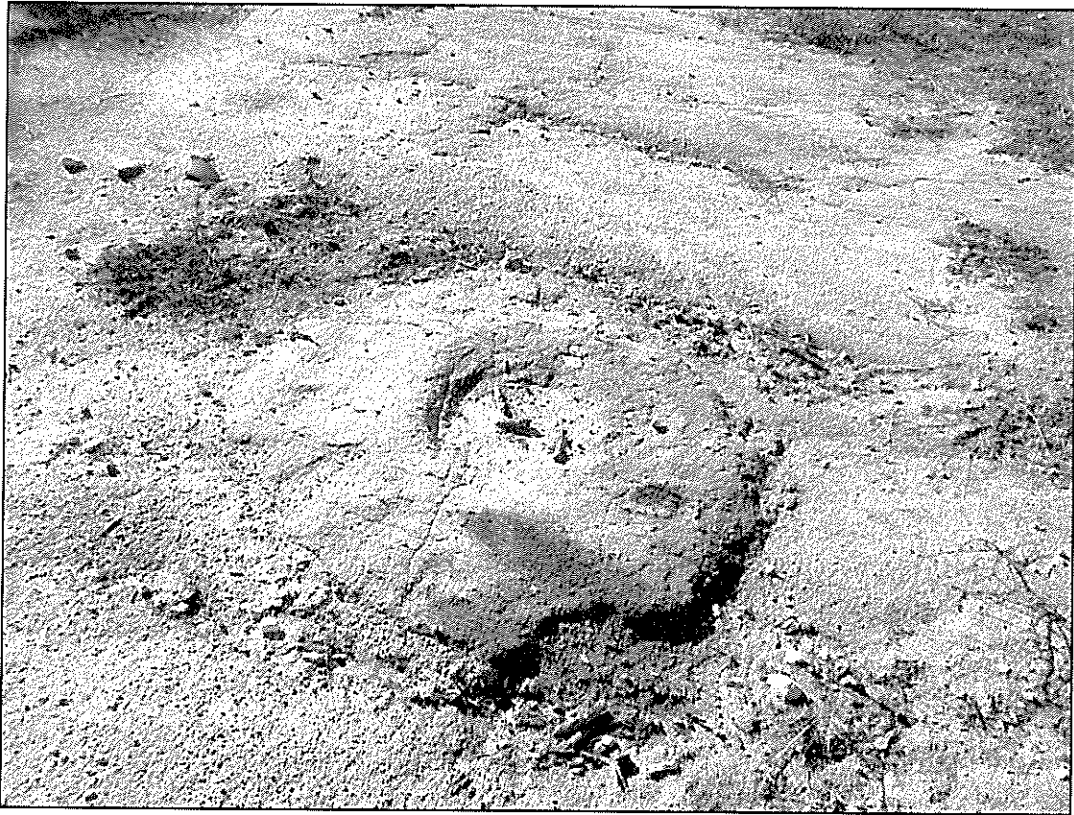


Three pole mounted 10 kilivolt-amp electrical transformers. Viewed in good general condition. No soil stains below transformers. Potential source for PCB contamination.



Dump fill over edge of Choya Canyon Road at Subject Properties northern intersection with Bear Valley Parkway.





Example of stained soil spots (3-foot diameter) resulting from diesel spills associated with smudge pots. Not discolored soil where disturbed.



Suspected fill from unknown source extending over west berm of Choya Canyon Road at subject properties northern extent.





One of three on-site wells. This is one of two wells located in the trees by the flowing stream in southwest portion of the site adjacent Bear Valley Pkwy.



Waste pile of irrigation piping near hilltop. View in southwest direction.





Typical deep surface erosion at isolated locations.



Note little erosion in background and severe abrupt erosion of same drainage.



Driveway entrance off Bear Valley Parkway. Gated private development entrance across from Subject Property is Zlatibor Ranch Road (Czech name meaning 'Golden Grove Ranch Road').



Concrete slab with remnant steel ring reportedly the location of a storage tank used to contain Oil. Dimensions 8' h x 12' diameter.

APPENDIX I

REFERENCES

California Division of Mines and Geology, Geologic Map of the Escondido 7.5' Quadrangle, San Diego County, California, Siang S. Tan and Michael P. Kennedy, 1999.

California Environmental Protection Agency, San Diego Regional Water Quality Control Board, San Diego - Basin Plan, April 4, 2011.

County of San Diego Department of Environmental Health-Site Assessment & Mitigation Division, Inventory Detail Information, Web-site Database, January 10, 2013.

Chicago Title Company, Preliminary Report, 661 Bear Valley Parkway, CA, May 22, 2008.

Environmental Data Resources, Inc., EDR Radius Map Report with GeoCheck, Spieth & Wohlford, Inc., 661 Bear Valley Parkway, Escondido, CA 902025, January 9, 2013.

Environmental Data Resources, Inc., Sanborn Map Report, Spieth & Wohlford, Inc., 661 Bear Valley Parkway, Escondido, CA 902025, January 9, 2013.

Environmental Data Resources, Inc., The EDR Aerial Photo Decade Package, Spieth & Wohlford, Inc., 661 Bear Valley Parkway, Escondido, CA 902025, January 11, 2013.

EXTOXNET, Extension Toxicology Network-Pesticide Information Profiles, National Agricultural Pesticide Impact Assessment Program, University of California at Davis, Revised 1996.

Personal Communication, Mr. Jack Henthorn January 8, 10, & 16, 2013, (760) 438-4090.

Personal Communication, Ms. Lee Scott, January 11, 2013, On-site interview.

Personal Communication, Mr. Adrian Olquin, Property Manager, Heritage Grove Management, Inc., January 14, 2013, (760) 455-3289, and on-site interview.

Personal Communication, Mr. Burnet Wohlford, Owner Heritage Grove Management, Inc. And Property Owner, (760) 455-3286, January 16, 2013.

Personal Communication, Mr. Tigg Wohlford, (760) 753-5252, January 17, 2013.

Personal Communication, Mr. Don Belding, Attempt Unsuccessful, (760) 745-9068, January 25, 2013.

The Gold Mining Days of Escondido and San Diego County, Escondido Historical Society, Frank Lorey III, 2000.

United States Geological Survey, Escondido 7.5' Quadrangle California-San Diego County, 1967.

Win2Data, Assessors Parcel Maps & Ownership Records, San Diego County Assessors Map Book 237 Page 13.

REFERENCES

APPENDIX I

California Division of Mines and Geology, Geologic Map of the Escondido 7.5' Quadrangle, San Diego County, California, Siang S. Tan and Michael P. Kennedy, 1999.

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Chicago Title Company, Preliminary Report, 661 Bear Valley Parkway, CA, May 22, 2008.

Environmental Data Resources, Inc., EDR Radius Map Report with GeoCheck, Spieth & Wohlford, Inc., 661 Bear Valley Parkway, Escondido, CA 902025, January 9, 2013.

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Environmental Data Resources, Inc., The EDR Aerial Photo Decade Package, Spieth & Wohlford, Inc., 661 Bear Valley Parkway, Escondido, CA 902025, January 11, 2013.

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United States Geological Survey, Escondido 7.5' Quadrangle California-San Diego County, 1967.

Win2Data, Assessors Parcel Maps & Ownership Records, San Diego County Assessors Map Book 237 Page 13.