



The Secretary of the Interior's Standards for Rehabilitation

The Standards (Department of Interior regulations, 36 CFR 67) pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior, related landscape features and the building's site and environment as well as attached, adjacent, or related new construction. The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

- 1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.**
- 2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.**
- 3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.**
- 4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.**
- 5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.**
- 6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.**
- 7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.**
- 8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.**
- 9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.**
- 10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.**

ATTACHMENT 4D: Avenida de las Ondas

Exterior Wood Siding
James Hard Cementitious Siding

Shade - Sheer
Lutron - Basketweave 27 - Oyster

B-CT 3 Master Baths Backsplash
Versatile Surfaces - Mosaico + Sticks -
Natural / Plaster

CT 1 - Countertop
Caesarstone - Classico Collection -
Organic White

Shade - BlackOut
Lutron - Bistre - White

Bone White
PEEL HERE

CTF 1 - Ceramic Tile Terrace Entry
Cotto D'Este - Limestone - Clay

B-CT 1 Girl's Bathroom
Tilebar - Aliante - White

Stucco (A)
Eggshell #57
1A

Exterior Window Finish
Jeld Wen - Bone White

Exterior Shower
Timeless - Amani Grey - Natural

WF 1 - Interior Wood
Listone Giordano - Rovere -
Oak Listone 190

Exterior Wood Veneer
Versatile Surfaces - French Wood

KOHLER
MATTE BLACK (BL)

Door Hardware &
Plumbing Fixtures
Matte Black

CTF 3 - Ceramic Tile
Versatile Surfaces - Ariostea,
Legni - Noce

B-CT 4 Powder Backsplash
Tilebar - Bayou - White

CTF 2 - Ceramic Tile All Bathrooms
Versatile Surfaces - FMG, Max -
Lavica Pearl

COPPEL REMODEL & ADDITION
Exterior & Interior Material Finishes



California Title Company

2365 Northside Drive, #250
San Diego, CA 92108
619-516-5227

PRELIMINARY REPORT

Chicago Title Company
7817 Ivanhoe, Ste. 202
La Jolla, CA 92027

Attention:	Karen Scheneker	Your no.:	73719005574
Property address:	8445 Avenida de las Ondas, in the City of San Diego, Area of La Jolla, County of San Diego, State of CA 92037.	Order no.:	400-1978397-37

Dated: May 30, 2019

In response to the above referenced application for a policy of title insurance, **California 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 below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

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

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit B 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 the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

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

Dated as of May 24, 2019 at 7:30 AM

Dave Turner, Title Officer
Ph: 619-516-5227
Email: titlesd@caltitle.com

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

A.L.T.A Homeowner's Policy (2/03/10) and A.L.T.A. Loan Policy (06-17-06)

See attached disclosure.

Schedule "A"

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

A Fee

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

Edwin C. Iliff, Jr., Trustee of The Edwin Iliff Trust dated February 28, 2012, subject to paragraph no(s). 14 and 16 of Schedule B.

The land referred to in this report is situated in the City of San Diego, Area of La Jolla, the County of San Diego, State of California, and is described as follows:

Lot 27 of La Jolla Shores Terrace, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 2996, filed in the Office of the County Recorder of San Diego County, May 29, 1953.

Assessor's Parcel Numbers(s): 346-132-10-00

Schedule "B"

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

- 1 This transaction may be subject to a Federal Regulation. Information necessary to comply with the Federal Regulation must be provided prior to the closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete. The form to submit the required information may be obtained by clicking on this link:

[ALTA Disclosure Form](#)

- 2 General and Special taxes for the fiscal year 2019-2020, including any assessments collected with taxes. A lien not yet payable.

First installment due and payable 11/01/2019, delinquent if not paid by 12/10/2019
Second installment due and payable 02/01/2020, delinquent if not paid by 04/10/2020

General and Special taxes for the fiscal year 2018-2019, including any assessments collected with current taxes.

Total amount	\$37,022.62
1st installment	\$18,511.31, Paid
Penalty	\$ (after)
2nd installment	\$18,511.31, Paid
Penalty	\$ (after)
Code area	08001
Parcel No.	346-132-10-00
Exemption	\$-0-

NOTE: Taxes above mentioned have all been paid and are reported for proration purposes only.

- 4 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the state of California
- 5 Rights of parties in possession of said land by reason of unrecorded leases, if any. Please forward said leases for our examination.
- 6 Any facts, rights, interest or claims which may be shown by an inspection of the land or which may be disclosed by inquiry of persons in possession of said land.
- 7 An easement for purposes herein stated, as shown on or dedicated by the map of said tract
For : (Not set out) and incidental purposes
Affects : The Easterly 10 feet of said land
Recorded: [Map No. 2996](#)
- 8 A building set back line as shown on the map of said tract
Affects : The Westerly 25 feet of said land
Recorded: [Map No. 2996](#)
- 9 Covenants, conditions and restrictions in an instrument recorded [4/15/1952 as Instrument No. 46018, in Book 4435, Page 31, Official Records](#), which provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or Deed of Trust made in good faith and for value, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under chapter 42, section 3604 of the United States code or (b) relates to handicap but does not discriminate against handicapped persons.

"NOTE: section 12955 of the government code provide the following: if this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12955 of the government code. Lawful restriction under state and federal law on the age of occupants in senior housing for older persons shall not be construed as restriction based on familial status."

- 10 An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
Recorded: [9/25/1953, as Instrument No. 131160, in Book 4998, Page 424](#), Official Records
For: Public Utilities and incidental purposes
In favor of: San Diego Gas and Electric Company, a Corporation, its successors and assigns
Affects: more particularly described in the above mentioned.
- NOTE: Reference is made to said document for full particulars.
- 11 An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
Recorded: [12/11/1953, as Instrument No. 166235 in Book 5074, Page 453](#), Official Records
For: Public utilities and incidental purposes
In favor of: The Pacific Telephone and Telegraph Company a Corporation, its successors and assigns
Affects: more particularly described in the above mentioned.
- NOTE: Reference is made to said document for full particulars.
- 12 An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
Recorded: [11/15/1966, as Instrument No. 66-180507](#), of Official Records.
For : Public Utilities and incidental purposes
In favor of : San Diego Gas and Electric Company, a Corporation , its successors and assigns
Affects : Said land
- 13 An instrument, upon the terms and conditions contained therein
Entitled: Resolution No. 194685
Recorded: 9/6/1968, [as Instrument No. 1968-154826](#), Official Records
- 14 "NOTE: Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact your title officer immediately for further review".

End of Schedule B

“NOTES AND REQUIREMENTS SECTION”

CALIFORNIA TITLE COMPANY

NOTE NO. 1

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT NOTICE

This is to give you notice that Orange Coast Title Company is a shareholder in California Title Company and Orange Coast Title Company owns an interest in Real Advantage Title Insurance Company. This underwriter may be chosen by California Title Company and this referral may provide Orange Coast Title Company a financial or other benefit.

You are NOT required to use the listed provider as a condition for settlement of your loan or purchase, sale or refinance of the subject property and you have the opportunity to select any of the California Title Company title insurance underwriters for your transaction. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES

Notes section continued on next page...

NOTE NO. 2

California Revenue and Taxation Code Section 18662, effective January 1, 1994 and by amendment effective January 1, 2003, provides that the buyer in all sales of California Real Estate may be required to withhold 3 and 1/3% of the total sales price as California State Income Tax, subject to the various provisions of the law as therein contained.

NOTE NO. 3 PAYOFF INFORMATION:

Note: this company does require current beneficiary demands prior to closing.

If the demand is expired and a correct demand cannot be obtained, our requirements will be as follows:

- A. If this company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. The amount of this hold will be over and above the verbal hold the lender may have stipulated.
- B. If this company cannot obtain a verbal update on the demand, will either pay off the expired demand or wait for the amended demand, at the discretion of the escrow.
- C. In the event that a payoff is being made to a servicing agent for the beneficiary, this company will require a complete copy of the servicing agreement prior to close.

NOTE NO. 4

If this company is requested to disburse funds in connection with this transaction, chapter 598, statutes of 1989 mandates hold periods for checks deposited to escrow or sub-escrow accounts. The mandatory hold is one business day after the day deposited. Other checks require a hold period from three to seven business days after the day deposited.

Notice Regarding Your Deposit of Funds

California Insurance Code Sections 12413 *et. Seq.* Regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow and sub-escrow accounts and be available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company via cashier's checks drawn on a California based bank may be disbursed the next business day after the day of deposit. If funds are deposited with by other methods, recording or disbursement may be delayed. All escrow and sub-escrow funds received by the Company will be deposited with other funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The Company and/or its parent company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and the Company shall have no obligation to account to the depositing party in any manner for the value of, or to pay such party, any benefit received by the Company and/or its parent Company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the Company and/or its parent company and earnings on investments made on the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow or sub-escrow.

Note No. 5: The premium for the requested title work shall be split between the agent and underwriter 90%-10%.



California Title Company

2365 Northside Drive, #250
San Diego, CA 92108
619-516-5227

Wells Fargo Home Mortgage
P.O. Box 1957
Mammoth Lakes, CA 93546

Attention: Douglas Magit
Borrower: Patel

Lenders supplemental report

The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented in order to reflect the following additional items relating to the issuance of an American Land Title Association loan policy form as follows:

- A. This report is preparatory to this issuance of an American Land Title Association loan policy of title insurance. This report discloses nothing, which would preclude the issuance of said American land title association loan policy of title insurance with endorsement no. 100 attached thereto.
- B. The improvements on said land are designated as:

A single family residence

8445 Avenida de las Ondas, in the City of San Diego, Area of La Jolla, County of San Diego, State of California.
- C. Our search of the public records revealed conveyance(s) affecting said land recorded within 24 months of the date of this report are as follows:

None.

Attention

Please note that this preliminary report now has an extra copy of the legal description on a separate sheet of paper. There are no markings on the page. The idea is to provide you with a legal description that can be attached to other documents as needed. That legal description page immediately follows this page.

Thank you for your support of **California Title Company**. We hope that this makes your job a little easier.

Exhibit "A"

Lot 27 of La Jolla Shores Terrace, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 2996, filed in the Office of the County Recorder of San Diego County, May 29, 1953.

CLTA Preliminary Report Form – Exhibit B (06-03-11)

CLTA 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:

- (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.
- 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.
- 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.
- 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.
- 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.
- Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 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.
- 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.
- Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 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.
- (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.
- Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02/03/10)

EXCLUSIONS

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

- Governmental police power, and the existence or violation of those portions of any law or government regulation concerning: a. building, b. zoning, c. land use d. improvements on the Land, e. land division; and f. environmental protection. This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
- The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- Risks: a. that are created, allowed, or agreed to by You, whether or not they recorded in the Public Records; b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date; c. that result in no loss to You; or d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e, 25, 26, 27, or 28.
- Failure to pay value for Your Title.
- Lack of a right: a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and b. in streets, alleys, or waterways that touch the Land. This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

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

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
- The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1 % of Policy Amount shown in Schedule A or \$ 2,500 (whichever is less)	\$ 10,000
Covered Risk 18:	1 % of Policy Amount shown in Schedule A or \$ 5,000 (whichever is less)	\$ 25,000
Covered Risk 19:	1 % of Policy Amount shown in Schedule A or \$ 5,000 (whichever is less)	\$ 25,000
Covered Risk 21:	1 % of Policy Amount shown in Schedule A or \$ 2,500 (whichever is less)	\$ 5,000

ALTA 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:

- 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.
- 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
- 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
- Failure to pay value for your title.
- 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.

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 which arise by reason of:

- (a) Any law, ordinance 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.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered, assumed or agreed to by the Insured Claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant; (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 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 in which the Land is situated.
- 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.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is (a) a fraudulent conveyance or fraudulent transfer, or (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 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):

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:

- (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.
- Any facts, rights, interests or claims which 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.
- Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 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.
- (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.
- Any lien or right to a lien for services, labor or material not shown by the public records.

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 by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including but not limited 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 the 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 Risks 5, 6, 13(c), 13(d), 14, and 16. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risks 5, 6, 13(c), 13(b), 14, and 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters (a) created, suffered, assumed or agreed to by the Insured Claimant; (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant; (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 26); 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 to comply with applicable doing-business laws of the state in which the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth in lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is (a) a fraudulent conveyance or fraudulent transfer, or (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

California Title Company PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information that you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.
- Information we receive from providers of services to us, such as appraisers, appraisal management companies, real estate agents and brokers and insurance agencies (this may include the appraised value, purchase price and other details about the property that is the subject of your transaction with us).
- Information about your transactions with us, our Affiliated Companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Other Important Information

We reserve the right to modify or supplement this Privacy Policy at any time. If our Privacy Policy changes, we will provide the new Privacy Policy before the new policy becomes effective.



California Title Company

2365 Northside Drive, #250

San Diego, CA 92108

619-516-5227

DECLARATION OF OCCUPANCY
(Loan Transaction)

The undersigned, _____,
(owner's name) depose(s) and say(s) as follows:

1. The undersigned is/are the owner(s) of certain real property situated in in the City of San Diego, Area of La Jolla, County of San Diego and State of California, commonly known as 8445 Avenida de las Ondas, herein referred to as "Property":
2. The undersigned is/are obtaining a loan from _____ to be secured by a Deed of Trust against the Property, which is the subject of this transaction.
3. The undersigned currently occupy the Property as the undersigned's principal address, and intend to continue to occupy the same as the undersigned's principal residence following the close of this transaction.
4. The undersigned understand(s) that California Title Company is relying on this information in calculating the recording fees for all real estate instruments, papers, and notices recorded in connection with this transaction in accordance with *California Government Code §27388.1(a)(2)*.
5. The undersigned agree(s) to indemnify and hold California Title Company harmless from and against, and to pay any additional recording fees and/or penalties arising out of, or in connection with, the inaccuracy of the information set forth herein.

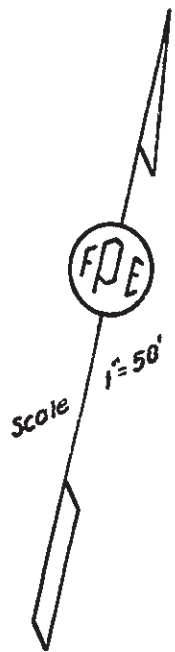
The undersigned declare(s) under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this Declaration was executed on _____, at _____, _____.

By: _____
Name: _____

By: _____
Name: _____

LA JOLLA SHORES TERRACE

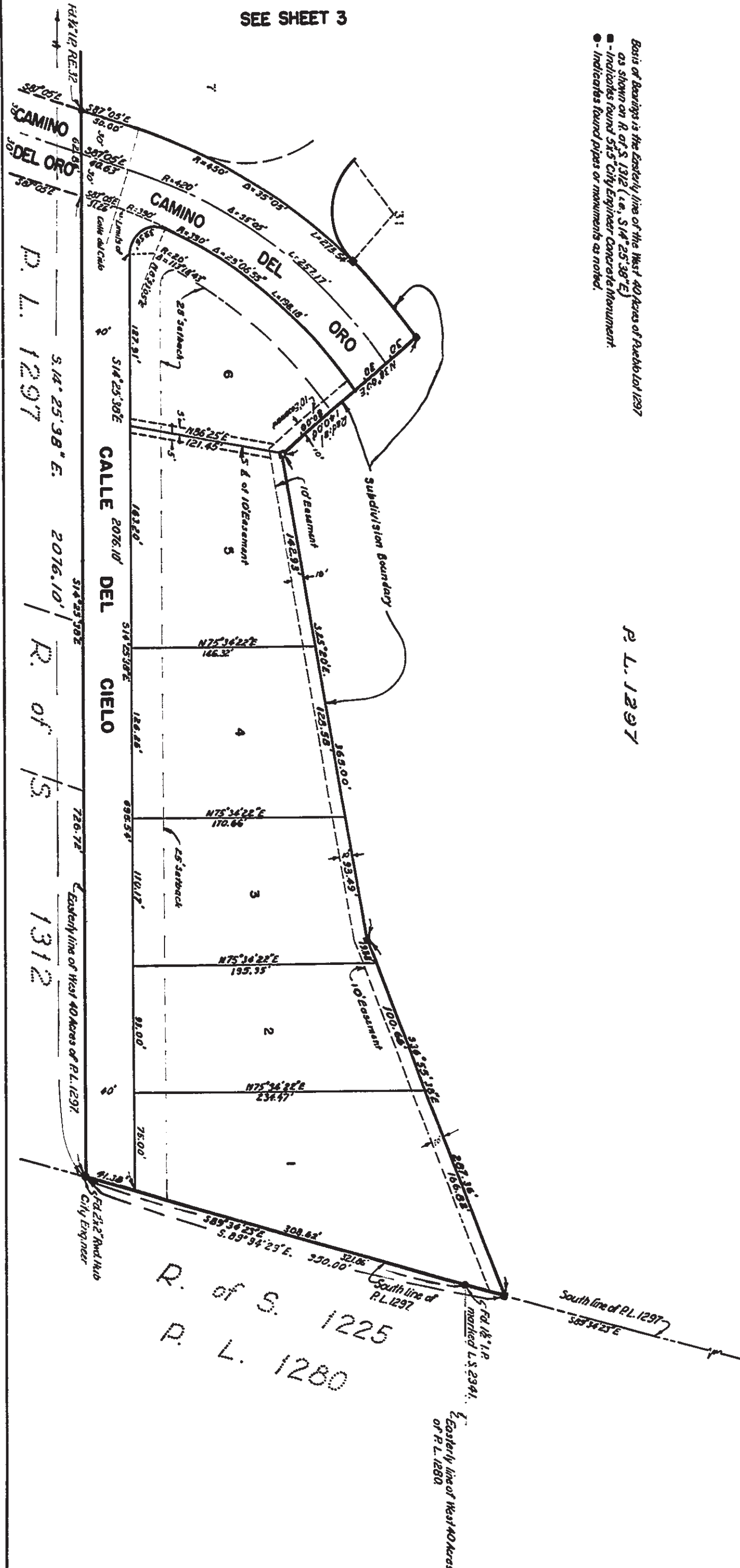
MAP NO. 2996
SHEET 2 OF 4 SHEETS



Basis of Bearings is the Eastern line of the West 40 Acres of Pueblo Lot 1297 as shown on R. of S. 1312 (i.e., S14°25'38"E.)
 - Indicates found 5/5 City Engineer Concrete Monument.
 - Indicates found pipes or monuments as noted.

P. L. 1297

SEE SHEET 3



P. L. 1297

R. of S. 1312

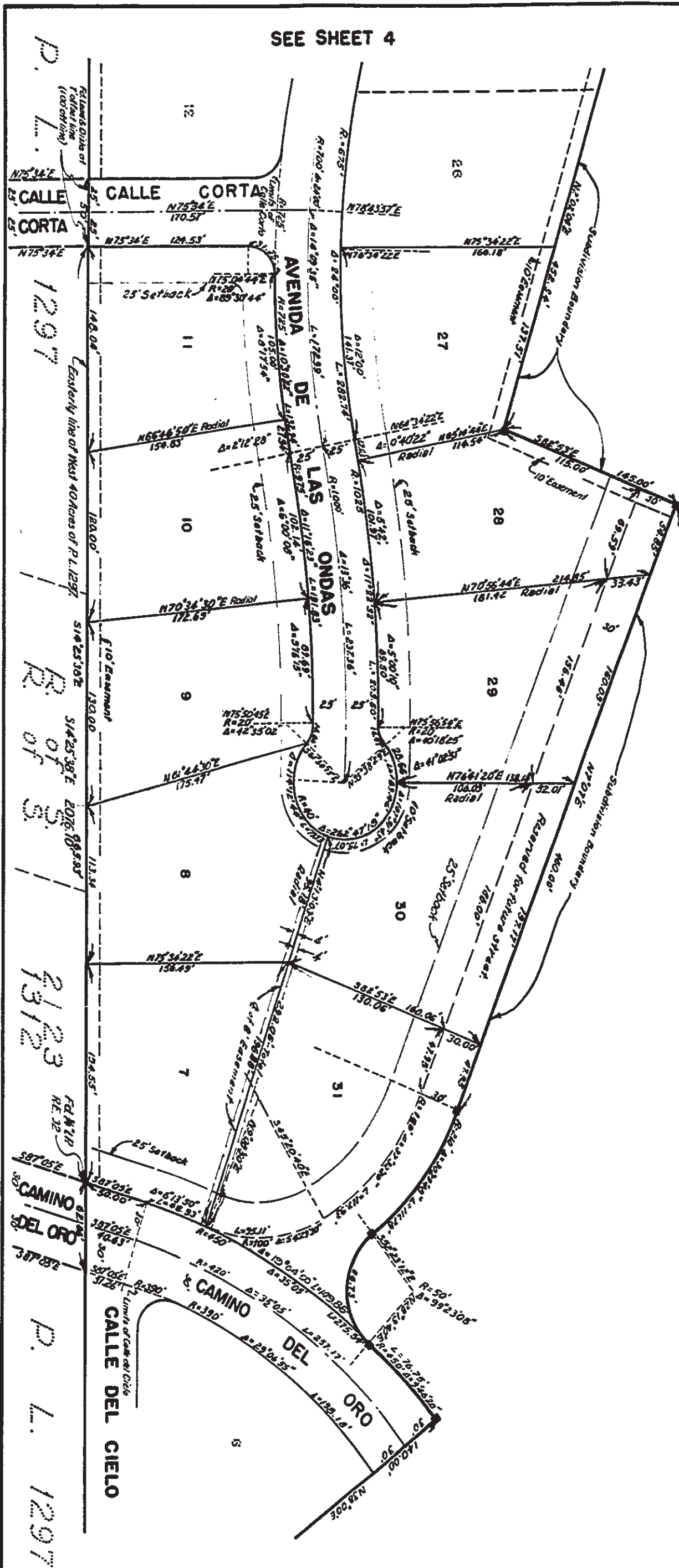
R. of S. 1225
P. L. 1280

City Engineer

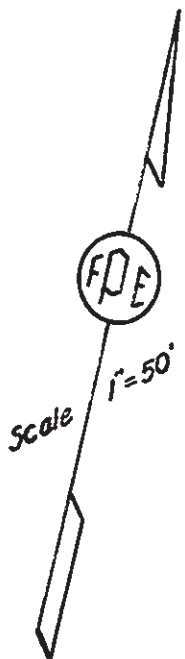
LA JOLLA SHORES TERRACE

MAP NO. 2996
SHEET 3 OF 4 SHEETS

SEE SHEET 4



P. L. 1297



P. L. 1297

1297

P. L. 1297

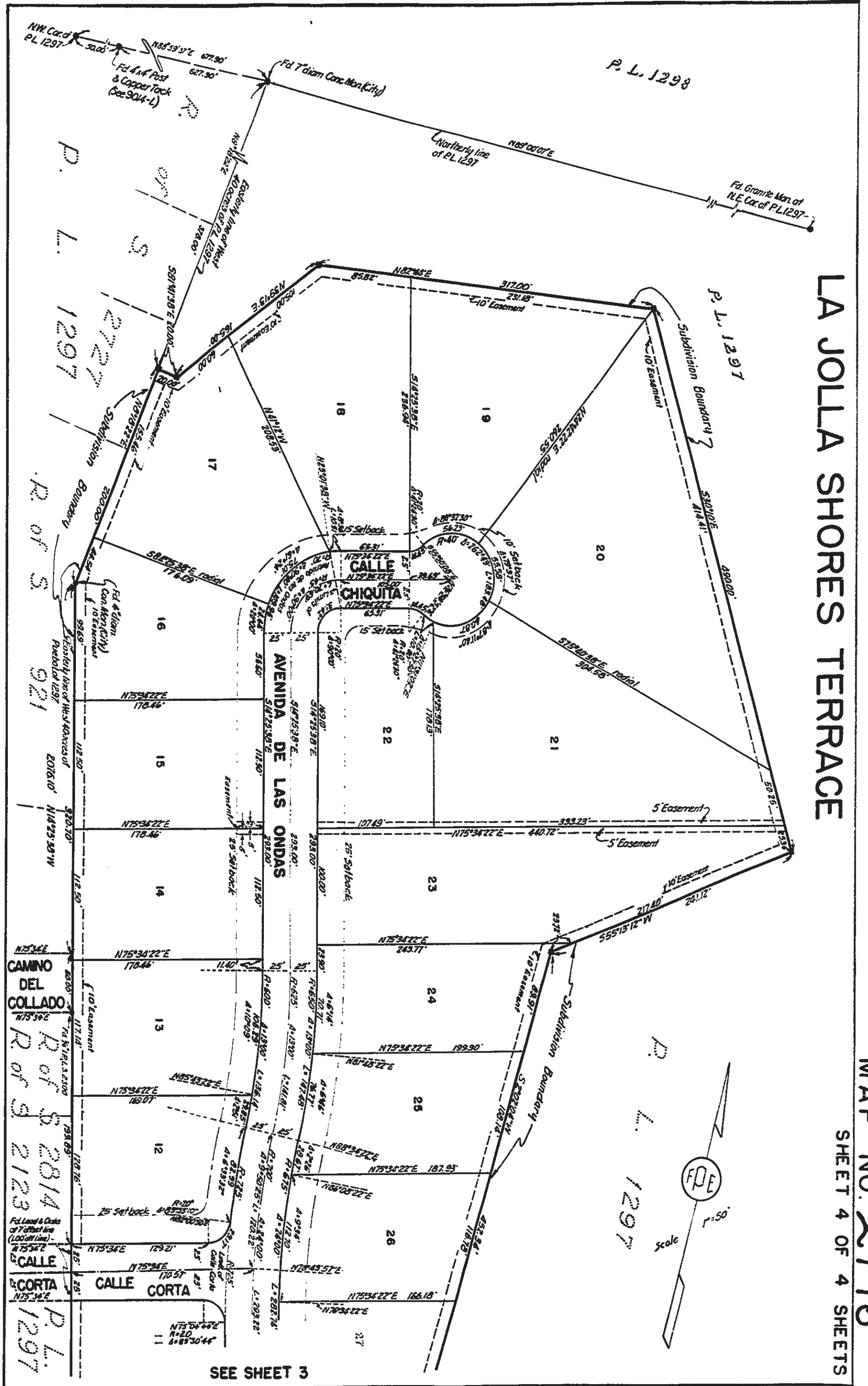
23123

P. L. 1297

SEE SHEET 2

LA JOLLA SHORES TERRACE

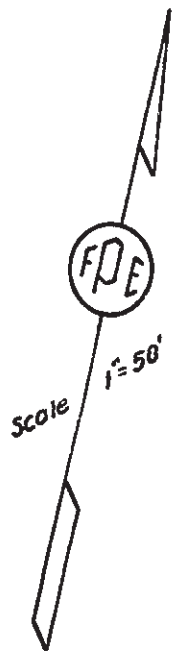
MAP NO. 2996
SHEET 4 OF 4 SHEETS



SEE SHEET 3

LA JOLLA SHORES TERRACE

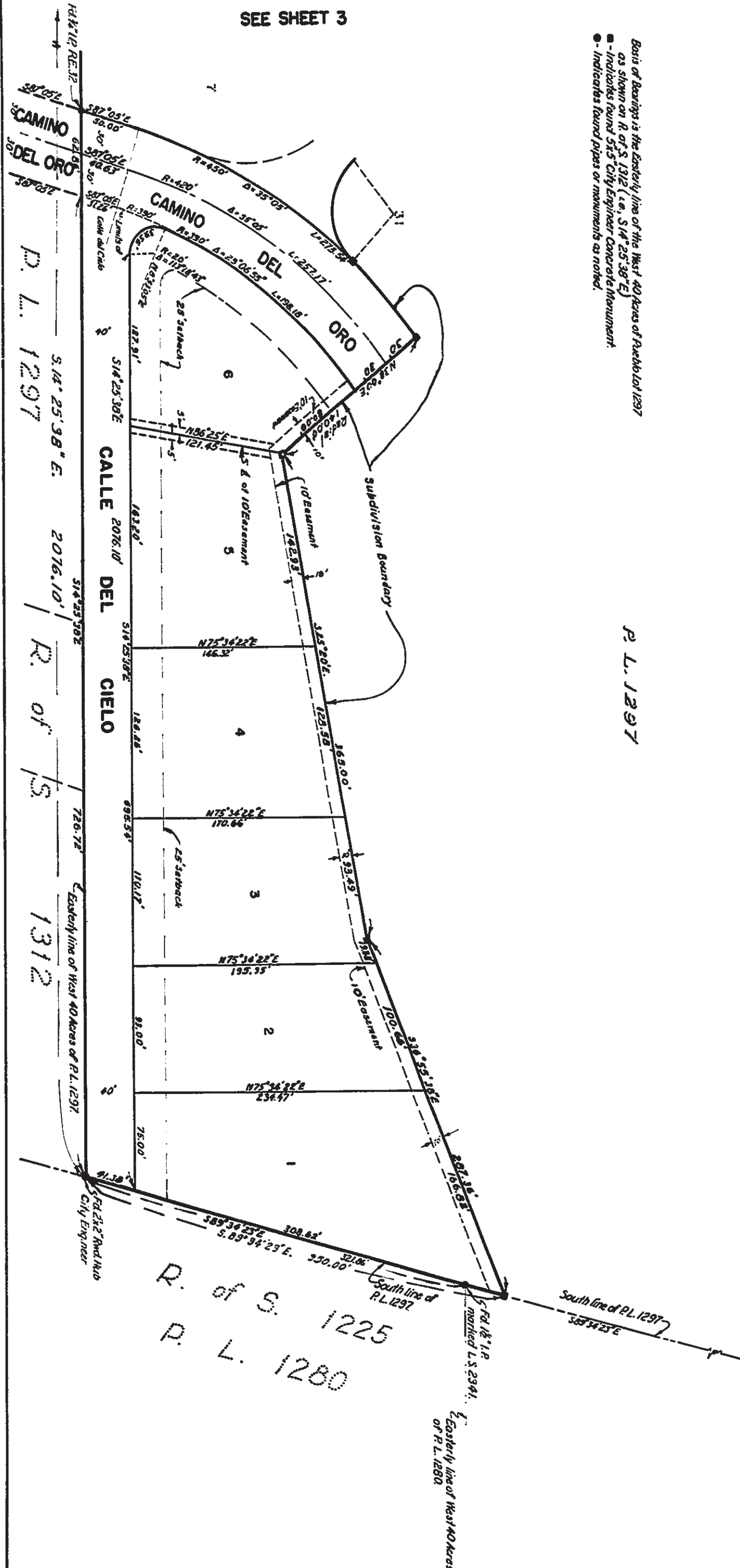
MAP NO. 2996
SHEET 2 OF 4 SHEETS



Basis of Bearings is the Eastern line of the West 40 Acres of Pueblo Lot 1297 as shown on R. of S. 1312 (i.e., S14°25'38"E)
- Indicates found 5/5 City Engineer Concrete Monument.
- Indicates found pipes or monuments as noted.

P. L. 1297

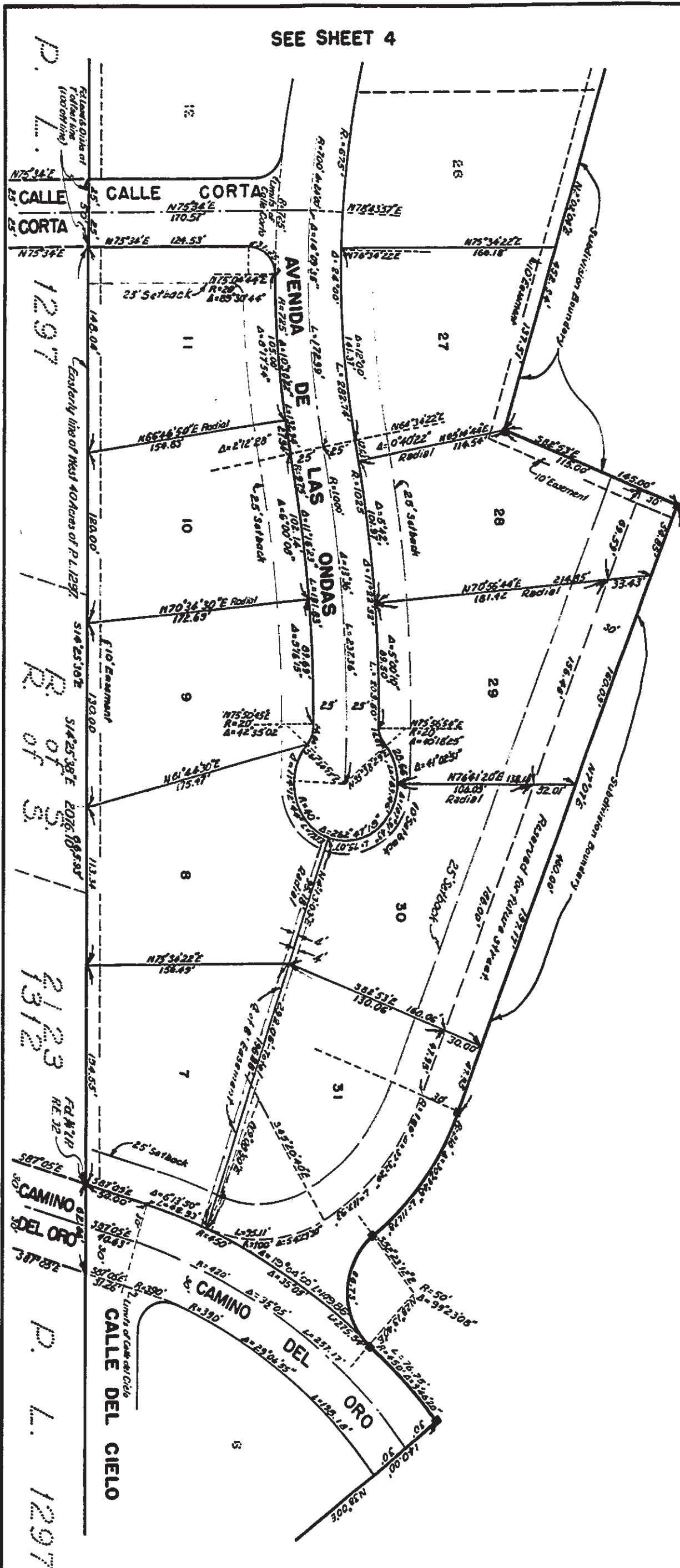
SEE SHEET 3



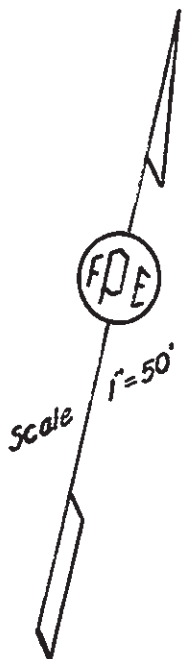
LA JOLLA SHORES TERRACE

MAP NO. 2996
SHEET 3 OF 4 SHEETS

SEE SHEET 4



P. L. 1297



P. L. 1297

1297

P. L. 1297

23123

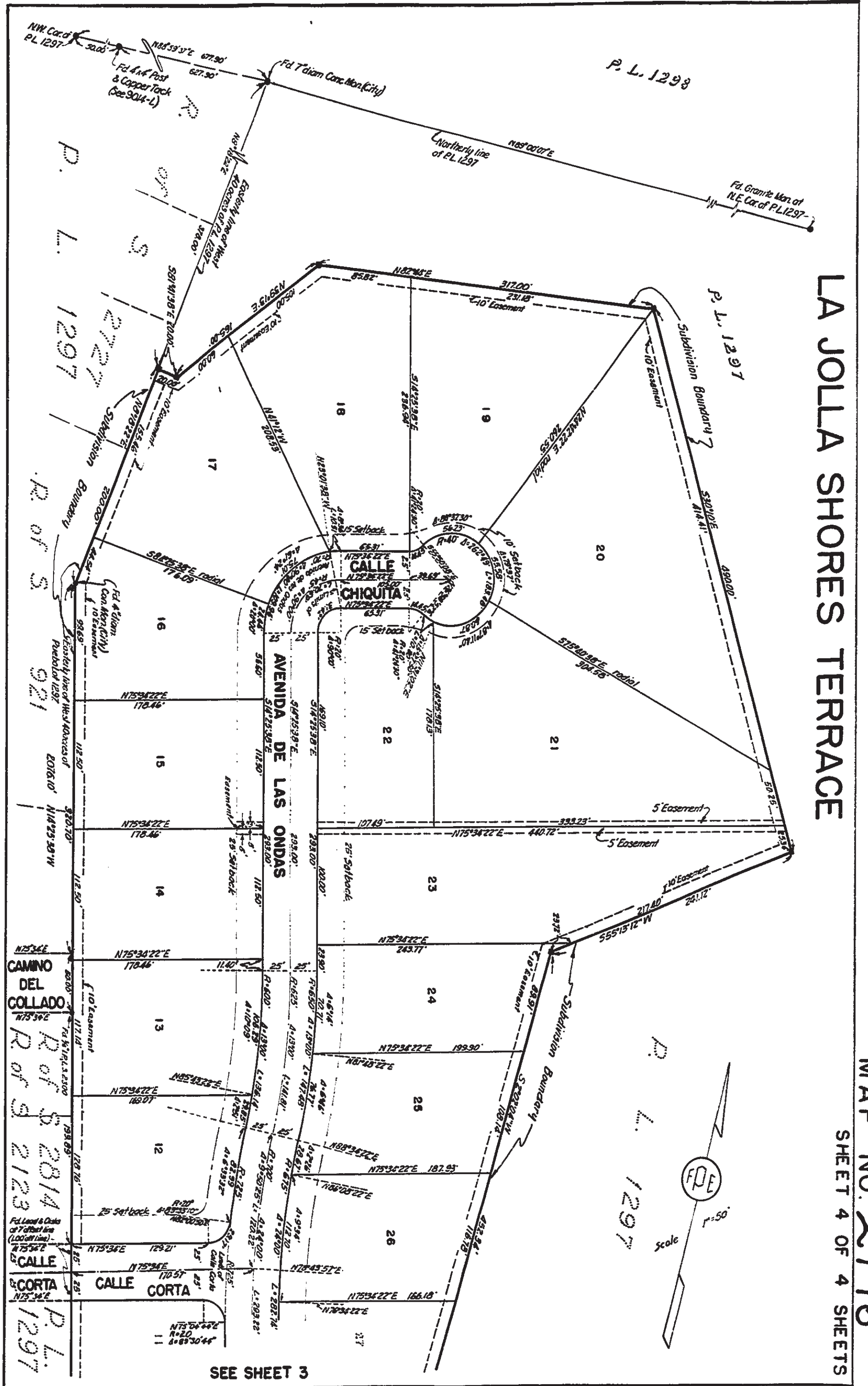
P. L. 1297

SEE SHEET 2

LA JOLLA SHORES TERRACE

MAP NO. 2996

SHEET 4 OF 4 SHEETS



SEE SHEET 3

CC&Rs

NOTICE

If this document contains, any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income (as defined in subdivision (p) of Section 12955 of the Government Code), or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be constructed as restrictions based on familial status.



CALIFORNIA
TITLE COMPANY
www.caltitle.com

QUITCLAIM DEED.

THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, for and in consideration of Ten Dollars (\$10.00), does hereby QUITCLAIM to Richard Gill, a married man, and Arthur A. Seeligson, a married man, as joint tenants, all that real property situated in the City of San Diego, County of San Diego, State of California, bounded and described as follows:

All that portions of Pueblo Lot 1297 of the Pueblo Lands of San Diego, according to Map thereof made by James Pascoe in 1870, a copy of which said map was filed in the office of the County Recorder of said San Diego County, California, November 14, 1921, as Miscellaneous Map No. 36, more particularly described as follows:

Beginning at the point of intersection of the easterly line of the west 40 acres of Pueblo Lot 1297, as conveyed by The City of San Diego to Amos Buckman and John C. Worthington by deed dated February 21, 1871, and recorded in the office of said County Recorder of San Diego County in Deed Book 12, at page 29, with the southerly line of said Pueblo Lot 1297; thence along said easterly line of the west 40 acres of Pueblo Lot 1297, North 14° 25' 38" West, a distance of 2076.10 feet to an angle point therein; thence continuing along said easterly line of the west 40 acres of Pueblo Lot 1297, North 8° 18' 22" East a distance of 200 feet; thence leaving said easterly line at right angles, South 81° 41' 38" East a distance of 20 feet; thence North 39° 13' East 135 feet; thence North 82° 44' East 317 feet; thence South 30° 10' East, 490 feet; thence South 55° 13' 12" West, 241.12 feet; thence South 2° 02' 04" West, 452.34 feet; thence South 82° 53' East 145 feet; thence at right angles, South 7° 07' West, 460 feet to the beginning of a tangent curve concave westerly, having a radius of 210 feet; thence southwesterly along the arc of said curve, through a central angle of 30° 29' 48", a distance of 111.78 feet to the beginning of a reverse curve concave easterly, having a radius of 50 feet; thence southwesterly, southerly and southeasterly, along the arc of said curve, through a central angle of 99° 23' 08", a distance of 86.73 feet to the beginning of a reverse curve concave southwesterly, having a radius of 450 feet; thence southeasterly along the arc of said curve, through a central angle of 9° 46' 20", a distance of 76.75 feet to a point; thence radially to said last mentioned point, South 38° 00' West 140 feet; thence South 25° 20' East, 365 feet; thence South 36° 55' 38" East, 287.36 feet to the southerly line of said Pueblo Lot 1297; thence along said southerly line of Pueblo Lot 1297, North 89° 34' 23" West, 350 feet to the point of beginning; containing 20.103 acres, more or less.

This conveyance is made upon the following express conditions:

1. The property shall be used only for residential

FOR INSTRUMENT RECORDING

BOOK 4435 PAGE 32

purposes.

2. Only single family residences shall be built on said property.

3. Each residence shall contain at least 1500 square feet, exclusive of garages, porches or patios.

4. All residences to be approved as to exterior appearance by an architectural committee to be composed of representatives of the owners in the tract.

5. If the property is divided into smaller parcels, it shall be done by filing a subdivision map, and not by metes and bounds sales.

6. In the dividing of said property, the minimum lot size shall be at least one-third acre.

A violation of any of the foregoing conditions on the part of the grantees, or their successors in interest, shall, at the option of the grantor, cause a forfeiture of title.

IN WITNESS WHEREOF, The City of San Diego has caused this deed to be signed by its Mayor and City Clerk, pursuant to resolution of the Council authorizing such execution, this 19th day of December, 1951.



[Signature]
City Clerk of said City.

THE CITY OF SAN DIEGO
By *[Signature]*
Mayor of said City.

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

ATTACHMENT 4D: Avenida de las Ondas

BOOK 4435 PAGE 33

On this 19th day of December, 1951, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared John D. Butler, known to me to be the Mayor, and Fred W. Sick, known to me to be the City Clerk, of The City of San Diego, the municipal corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the municipal corporation therein named, and acknowledged to me that such municipal corporation executed the same.

WITNESS my hand and Official Seal.

August M. Headstrom

Notary Public in and for the County of San Diego, State of California.

My Commission Expires August 5, 1953



INDEXED

CITY OF SAN DIEGO

Handwritten notes:
10
H. ...
H. ...
3

46018

DOCUMENT No. 46018
RECORDED AT REQUEST OF
UNION TITLE INSURANCE & TRUST CO.
APR 15 11952 at 9: A.M.

BOOK 4435 PAGE 31

OFFICIAL RECORDS
County of San Diego, California

Fee \$ 2.20 Folia 9

ROGER N. HOWE, County Recorder

By *[Signature]* Deputy

COPY OF ITEM(S)



CALIFORNIA
TITLE COMPANY
www.caltitle.com

RIGHT TO INSTALL ANCHORS

We, Harold A. Mosier and William Scripps Kellogg and

Walter J. Schneider, hereinafter called the "Grantor," for and in consideration of the sum of

One Dollar, and other value received, do hereby grant to the San Diego Gas & Electric Company, a corporation, its successors and assigns, hereinafter called the "Grantee," the right, easement and privilege of placing, constructing, repairing, replacing, maintaining and using, at the place or places on the hereinafter described land as selected and located upon the ground by Grantee (and approved by the Grantor by the execution of this document),

five (5) anchors of such material, size and/or shape as Grantee shall determine for the purpose of supporting that certain electric pole line of Grantee located upon or adjacent to said land, including the right by means of wires, or otherwise, to connect said anchors with said line for the purpose of supporting same, together with the right of ingress thereto and egress therefrom.

Said land in which said rights are hereby granted is situated in the

County of San Diego, State of California, and is more particularly described as follows, to-wit: The Easterly 25.0 feet of the Northerly 4.0 feet of Lots 12 and 14; the Easterly 25.0 feet of the Southerly 4.0 feet of Lots 13 and 15; the Southeasterly 25.0 feet of the Northeasterly 4.0 feet of Lot 16; the Southeasterly 25.0 feet of the Southwesterly 4.0 feet of Lot 17; the Westerly 25.0 feet of the Southerly 4.0 feet of Lots 26 and 28; and the Westerly 25.0 feet of the Northerly 4.0 feet of Lot 27 and 29; all in La Jolla Shores Terrace, as per map thereof No. 2996 filed in the office of the Recorder of said County of San Diego.

In Witness Whereof, the Grantor.....executed these presents this 17 day of Sept, 1953

Executed in the Presence of:

J. M. Bestoff
Witness
Judith Steinmann
Witness

Harold A. Mosier
Walter J. Schneider
William Scripps Kellogg

DRAWN BY JAC
CHECKED BY HUNT
SECTION NO. _____

La Jolla Shores Terr.

WITNESS FORM

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

On this 17th day of September A.D. 1977, before me, Roderick MacRae
a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared
Harold A. Mosier, Wm. Scripps Kellogg, and Walter J. Schneider known to me to be the persons whose
names are subscribed to the within instrument, as Witnesses thereto, who being by me duly sworn, depose and say:

That they reside in _____ and that
they were present and saw Roderick MacRae
personally known to him to be the same person whose name are subscribed
to the within and annexed Instrument, execute and deliver the same, and they
acknowledged to said affiant that they executed the same; and that said affiant
subscribed their 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 certificate first written.

Roderick MacRae
Notary Public in and for the County of San Diego, State of California
My Commission Expires August 1, 1977

GENERAL FORM

STATE OF _____ } ss.
County of _____

On this _____ day of _____ A.D. 19____, before me, _____
a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared _____
personally known to me to be the person whose name _____ subscribed to the within Instrument, and duly acknowledged to me that _____ executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal
the day and year in this certificate first above written.

Notary Public in and for said County and State.

RIGHT TO INSTALL ANCHORS

X Harold A. Mosier
and
William Scripps Kellogg

SAN DIEGO GAS & ELECTRIC
COMPANY

INDEXED
TO
Schneider

DOCUMENT NO. 131160
REGISTERED REQUEST OF
San Diego

SEP 25 2 50 PM '77
4998 PAGE 42A
SAN DIEGO COUNTY CLERK
GERARD N. HOWE, RECORDER

180
4

COPY OF ITEM(S)



CALIFORNIA
TITLE COMPANY
www.caltitle.com

Bk. 5074 PAGE 453

GRANT OF EASEMENT

For and in consideration of the sum of One Dollar, receipt of which is hereby acknowledged, UNION TITLE INSURANCE AND TRUST COMPANY, a corporation,

does hereby grant to THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, a corporation, its successors and assigns, an easement to construct, place, operate, inspect, maintain, repair, replace and remove such aerial and underground telephone, telegraph and communication structures as Grantee may from time to time require, consisting of poles, anchors, wires, cables, conduits, manholes, markers, and necessary fixtures and appurtenances, over, under, and upon that certain real property in the City of San Diego, County of San Diego, State of California described as:

Lots 1 to 31 inclusive of La Jolla Shores Terrace as said lots are shown on map of said subdivision filed for record as Map No. 2996 on the 29th day of May, 1953 at 2:44 o'clock P.M., File No. 74327 in the Office of the County Recorder of San Diego County.

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

The Westerly twenty (20) feet of the Northerly two and one-half (2 1/2) feet of Lots 27 and 29.

The Westerly twenty (20) feet of the Southerly two and one-half (2 1/2) feet of Lots 26 and 28.

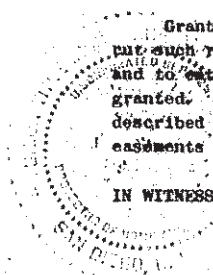
The Easterly twenty (20) feet of the Northerly two and one-half (2 1/2) feet of Lots 12, 14 and 16.

The Easterly twenty (20) feet of the Southerly two and one-half (2 1/2) feet of Lots 13, 15 and 17.

Also those strips of land designated as 5', 8' and 10' easements on said Map No. 2996.

Grantor covenants for himself, his successors and assigns not to place or maintain any building or structure on said easement.

Grantor also grants to Grantee the right to trim such trees and other foliage and to cut such roots on said property as may be necessary for the protection of said structures, and to enter upon said property at all times for the purpose of exercising the rights hereby granted. Grantee shall be liable to Grantor for any damage which may occur to the above described property by reason of negligence on the part of Grantee in the exercise of the easements granted.



IN WITNESS WHEREOF this instrument is executed this 23 day of November, 1953.

Approved as to Form and Execution

12-1-53 FAWLER, FELIX & HALL, ATTORNEYS

Signature of attorney

WITNESS:

UNION TITLE INSURANCE AND TRUST COMPANY

BY: [Signature] Vice President

BY: [Signature] Assistant Secretary

NEITHER THE VALUE OF THE INTEREST CONVEYED HEREBY, NOR THE CONSIDERATION PAID THEREFOR, IS IN EXCESS OF ONE HUNDRED DOLLARS

COUNTY OF LOS ANGELES) ss.
SAN DIEGO

BOOK 5074 PAGE 454

ON THIS 24 day of November, A.D., 1953, before me,
* the undersigned _____ a Notary Public in and for the said
County and State, personally appeared LLOYD BALDRIDGE,
known to me to be the Vice President, and JOHN B. HENDRY,
known to me to be the Assistant Secretary of the UNION
TITLE INSURANCE AND TRUST COMPANY, the corporation that executed
the within instrument, known to me to be the persons who executed the within in-
strument, on behalf of the corporation therein named, and acknowledged to me that
such corporation executed the same.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.

Mary K. Dougherty
Notary Public in and for said County and State

My Commission Expires June 7, 1957

INDIVIDUAL FORM

STATE OF CALIFORNIA,) ss.
COUNTY OF LOS ANGELES

ON THIS _____ day of _____, A.D., 19____, before me,
* _____ a Notary Public in and for the said
County and State, personally appeared _____,
known to me, (or proved to me on the oath of _____,
_____), to be the person _____ whose name _____
_____ subscribed to the within instrument, and acknowledged to
me that _____ he _____ executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.

Notary Public in and for said County and State

My Commission Expires _____

DOCUMENT NO. 166235
RECORDED REQUEST OF

Tran Lee

DEC 11 9 56 AM '53

BOOK 5074 PAGE 453

SAN DIEGO COUNTY, CALIF.
ROBERT N. HOWE, RECORDER

STATE OF CALIFORNIA

180
-6

CO-PARTNERSHIP FORM

COPY OF ITEM(S)



CALIFORNIA
TITLE COMPANY
www.caltitle.com

299

EASEMENT OF RIGHT OF WAY ANCHORAGE

We, Lorrit Jackson Wright and Albert McIntire Wright

hereinafter called the "Grantor", for and in consideration of the sum of One Dollar, and other valuable consideration, receipt whereof is hereby acknowledged, do hereby grant to the San Diego Gas & Electric Company a corporation, its successors and assigns, hereinafter called the "Grantee", the right, easement and privilege of placing, constructing, repairing, replacing, maintaining and using, guy poles and/or anchors of such material, size and/or shape, at such locations upon, under along and over the hereinafter described right of way as Grantee may, from time to time, deem convenient and necessary for the purpose of supporting that certain electric pole line of Grantee located upon or adjacent to said land, including the right by means of wires, or otherwise, to connect said guy poles and/or anchors with said pole line for the purpose of supporting same, together with the right of ingress thereto and egress therefrom to and along said right of way over and across the Grantor's land situated in the County of San Diego

State of California, and more particularly described as follows:

Lot 17 of La Jolla Shores Terrace, according to Map thereof No. 2996, filed in the office of the Recorder of said County of San Diego.

Said easement of right of way in the afore-said lands is particularly described as follows:

Within the westerly ~~15.00~~ feet of the Northernly 4.00 feet of said Lot 27.
15.00 a.w.k.
REA
10-26-66

In Witness Whereof, the Grantor, executed these presents this 21 day of Oct, 1966

Executed in the Presence of:

Rosemary E. King
Witness.

Albert M. Wright
Lorrit Jackson Wright
Grantor

Witness.

DRAWN BY: 4-2-66
CHECKED BY: [Signature]
SKETCH NO. 10-55-66

NOTARIES -- USE PROPER FORM ON BACK

No 180507

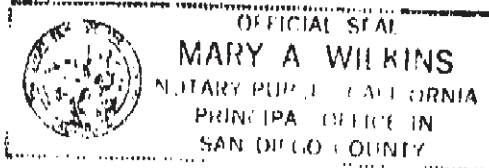
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WITNESS FORM

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

On this 4th day of November A. D. 1966, before me, the undersigned,
a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared
Donald E. Day known to me to be the person whose

name is subscribed to the within instrument, as a Witness thereto, who being by me duly sworn, deposed and say:
That he resides in San Diego, California, and that
he was present and saw Albert McIntire Wright and Dorrit Jackson,
personally known to him to be the same persons whose names are subscribed
to the within and annexed instrument, execute and deliver the same, and that he
acknowledged to said affiant that they executed the same; 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 certificate first written.

Mary A. Wilkins
Notary Public in and for the County of San Diego, State of California
MARY A. WILKINS
My Commission Expires Oct. 19, 1967

GENERAL FORM

STATE OF _____ }
County of _____ } ss.

On this _____ day of _____ A. D. 19____, before me,
a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared
_____ personally known to me to be the person
whose name _____ subscribed to the within instrument, and duly acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal
the day and year in this certificate first above written.

Notary Public in and for said County and State.

180507
FILED IN
SAN DIEGO COUNTY RECORDS
NOV 15 1966
STATE OF CALIFORNIA
GENERAL RECORDS
SAN DIEGO COUNTY, CALIF.
A. J. [unclear] RECORDER

MAIL TO
SAN DIEGO GAS & ELECTRIC CO.
P.O. BOX 1431
SAN DIEGO 12, CALIFORNIA
ATTENTION OF RECORDER

SAN DIEGO GAS & ELECTRIC
COMPANY

TO

Dorrit Jackson Wright
and
Albert McIntire Wright

EASEMENT OF RIGHT OF WAY
ANCHORAGE

R 12,117

\$2.80

CORPORATION FORM

STATE OF _____ }
County of _____ } ss.

On this _____ day of _____ A. D. 19____, before me,
a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared
_____ known to me to be the _____ President and
_____ known to me to be the _____ Secretary of the

the Corporation that executed the within instrument, known to me to be the person
who executed the within instrument, on behalf of the Corporation therein named, and
acknowledged to me that such Corporation executed the within instrument pursuant
to its By-Laws or a Resolution of its Board of Directors.

In Witness Whereof, I have hereunto set my hand and affixed my official seal
the day and year in this certificate first above written.

Notary Public in and for said County and State.

No 180507

1299

RESOLUTION NO. 194685 SEP 3- 1968

WHEREAS, a general utility easement was dedicated in Lots 23, 24, 25, 26, 27 and 28, La Jolla Shores Terrace, according to Map thereof No. 2996, filed May 29, 1953, in the office of the San Diego County Recorder; and

WHEREAS, the owners of the property have requested that the City vacate its interest in said easement to them to allow better utilization of the land; and

WHEREAS, said general utility easement has not been used for the purpose for which it was dedicated for five consecutive years next preceding the proposed vacation; and

WHEREAS, a fee of Fifty Dollars (\$50.00) has been collected to cover the processing of this request; and

WHEREAS, said easement as hereinafter described is unnecessary for present or prospective public use by the City, and the City Manager recommends that the City vacate said general utility easement; NOW, THEREFORE,

BE IT RESOLVED, by the Council of The City of San Diego, as follows:

That, pursuant to Section 50443 of the Government Code of the State of California, the general utility easement more particularly described hereinafter is hereby vacated:

All those portions of Lots 23, 24, 25, 26, 27 and 28, La Jolla Shores Terrace, according to Map thereof No. 2996, filed May 29, 1953, in the office of the San Diego County Recorder, being a strip of land 10.00 feet in width, lying northwesterly, westerly and southwesterly of the following described boundary line of said Map No. 2996:

Beginning at the most easterly corner of said Lot 23; thence South 55° 13' 12" West, along a portion of said boundary, a distance of 241.12 feet; thence South 02° 02' 04" West, along a portion of said boundary, a distance of 452.34 feet; thence South 82° 53' 00" East, a distance of 115.00 feet to a terminus in an intersection with the westerly line of that certain Street Reservation (30.00 feet wide), as shown on Sheet No. 3 of said Map No. 2996.

No 154826
4

1300

That from and after the date of this order of vacation, title to the land previously subject to said easement shall revert to the owner of the land free from the rights of the public.

BE IT FURTHER RESOLVED, that the City Clerk of said City be, and he is hereby authorized and directed to cause a certified copy of this resolution, attested by him under seal, to be recorded in the office of the Recorder of said County of San Diego.

APPROVED: EDWARD T. BUTLER, City Attorney

By James P. McGowan, Jr., Deputy

rb/8-23-68
Job: 6632-C BED

No 154826
4

1301

Passed and adopted by the Council of The City of San Diego
on September 3, 1968, by the following vote:

YEAS: Cobb, Loftin, Scheidle, Hom, Morrow, Walsh, Hitch,
Schaefer.

NAYS: None.

ABSENT: Curran.

AUTHENTICATED BY:

FRANK CURRAN,
Mayor of The City of San Diego, California.

JOHN LOCKWOOD,
City Clerk of The City of San Diego, California.

(SEAL)

By CAROL POULOS, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full,
true and correct copy of RESOLUTION NO. 194685
passed and adopted by the Council of The City of San Diego,
California, on September 3, 1968.

JOHN LOCKWOOD,
City Clerk of The City of San Diego, California.

(SEAL)

By *Carol Poulos*, Deputy.

154826

154826

SEP 6 2 03 PM '68

SEAL OF THE COUNTY OF SAN DIEGO
OFFICE OF THE COUNTY CLERK
7. S. STATE ST. RECORDER
NO FEE

John W. [Signature]
EQUITY

DOCUMENT NO. 7254110

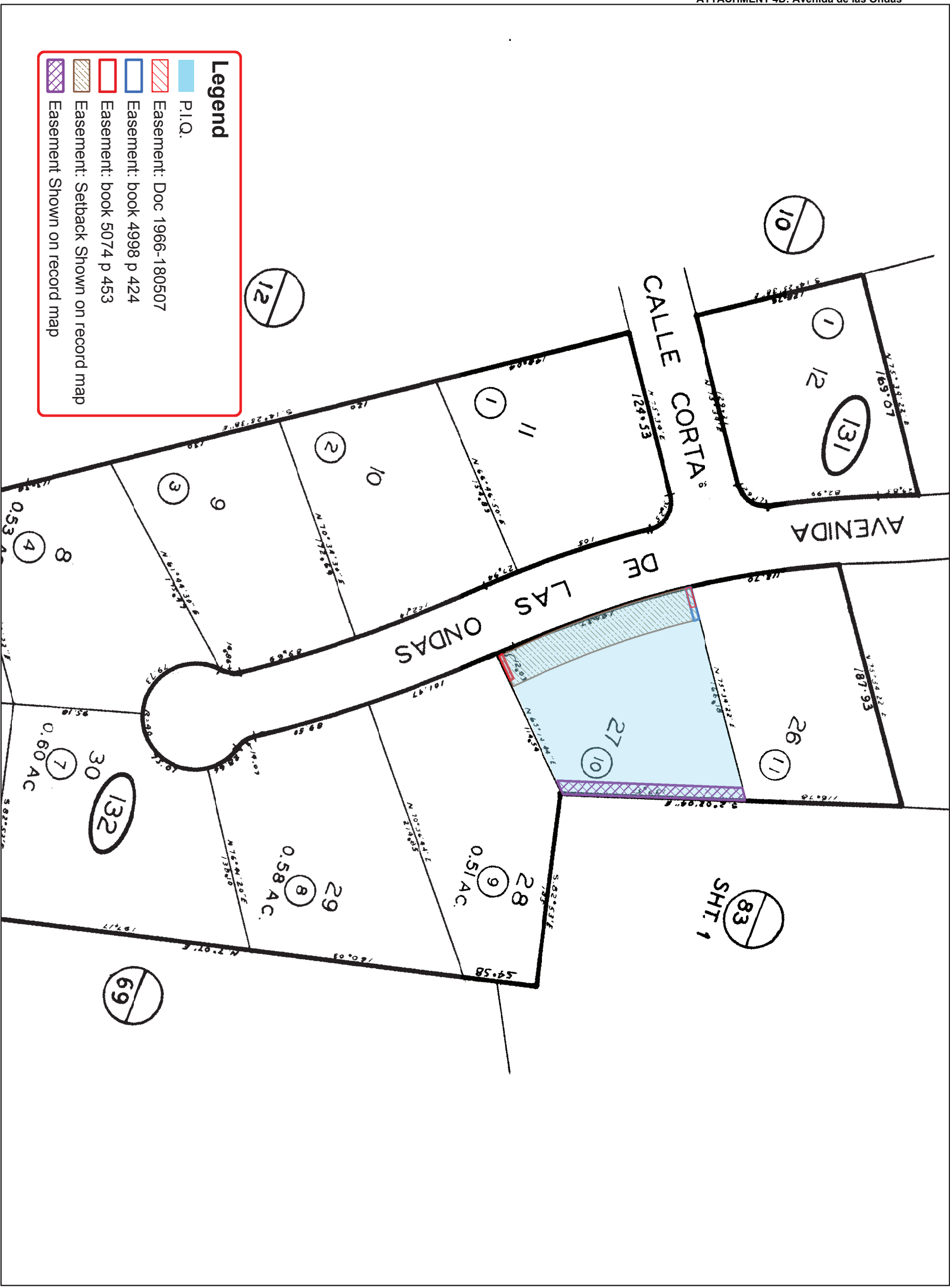
FILED SEP 4 - 1968

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

Cert. copy of Reso. 194685 -
Vacate general utility easement - por.
of Lots 23, 24, 25, 26, 27 and 28, La Jolla
Shores Terrace.

No 154826

4



Legend

- P.I.Q.
- Easement: Doc 1966-180507
- Easement: book 4998 p 424
- Easement: book 5074 p 453
- Easement: Setback Shown on record map
- Easement Shown on record map

Order #
400-1978397-37



PLOTTED EASEMENTS ARE PROVIDED AS AN ACCOMMODATION ONLY AND NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA. FOR FURTHER ASSURANCES, AT YOUR OWN EXPENSE, YOU CAN OBTAIN THE SERVICES OF A LICENSED SURVEYOR OR REGISTERED CIVIL ENGINEER.