



POLICY OF TITLE INSURANCE



ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *Mark R. Ames* SECRETARY



EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule (A), and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A), nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the

by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the

for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the Amount of Insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) **The Company's Right of Subrogation.**

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have

FORM NO. 1402.92
(10/17/92)
ALTA OWNER'S POLICY
WESTERN REGIONAL EXCEPTIONS

ORDER NO. 1126687-20

SLP

SCHEDULE A

POLICY NO. 1126687-20

AMOUNT OF INSURANCE \$646,750.00

PREMIUM \$1,504.56

DATE OF POLICY: MARCH 28, 1996 AT 8:00 A.M.

1. NAME OF INSURED:

STATE OF CALIFORNIA

2. THE ESTATE OR INTEREST IN THE LAND WHICH IS COVERED BY THIS
POLICY IS:

FEE

3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS VESTED IN:

STATE OF CALIFORNIA

4. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "1" ATTACHED HERETO

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SCHEDULE B

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:

PART ONE:

1. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS.
2. ANY FACTS, RIGHTS, INTEREST, OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF SAID LAND OR BY MAKING INQUIRY OF PERSONS IN POSSESSION THEREOF.
3. EASEMENTS, CLAIMS OF EASEMENT OR ENCUMBRANCES WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
4. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY PUBLIC RECORDS.
5. (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 THERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND; NOT SHOWN BY THE PUBLIC RECORDS.

PART TWO:

1. AN EASEMENT FOR PUBLIC UTILITIES, INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF SAN DIEGO GAS AND ELECTRIC COMPANY, RECORDED APRIL 29, 1914 IN BOOK 651, PAGE 63 OF DEEDS.

THE ROUTE OR LOCATION CANNOT BE DETERMINED FROM SAID INSTRUMENT.

REFERENCE IS MADE TO SAID INSTRUMENT FOR FURTHER PARTICULARS.

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2. AN EASEMENT AND RIGHT OF WAY FOR PUBLIC ROAD PURPOSES OVER AND ACROSS ROAD SURVEY NO. 631 ACCORDING TO MAP ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR AND AS GRANTED TO THE COUNTY OF SAN DIEGO BY DEED RECORDED APRIL 9, 1942 IN BOOK 1324, PAGE 363 OF OFFICIAL RECORDS.

SAID INSTRUMENT ALSO GRANTS THE PRIVILEGE AND RIGHT TO EXTEND AND MAINTAIN DRAINAGE STRUCTURES AND EXCAVATION AND EMBANKMENT SLOPES BEYOND THE LIMITS OF SAID RIGHT OF WAY WHERE REQUIRED FOR THE CONSTRUCTION AND MAINTENANCE THEREOF.

AFFECTS A PORTION OF PARCEL 3.

3. AN EASEMENT AND RIGHT OF WAY FOR PUBLIC ROAD PURPOSES OVER AND ACROSS ROAD SURVEY NO. 631 ACCORDING TO MAP ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR AND AS GRANTED TO THE COUNTY OF SAN DIEGO BY DEED RECORDED MAY 1, 1942 IN BOOK 1341, PAGE 258 OF OFFICIAL RECORDS.

SAID INSTRUMENT ALSO GRANTS THE PRIVILEGE AND RIGHT TO EXTEND AND MAINTAIN DRAINAGE STRUCTURES AND EXCAVATION AND EMBANKMENT SLOPES BEYOND THE LIMITS OF SAID RIGHT OF WAY WHERE REQUIRED FOR THE CONSTRUCTION AND MAINTENANCE THEREOF.

AFFECTS A PORTION OF PARCEL 3.

4. AN EASEMENT FOR EITHER OR BOTH POLE LINES, UNDERGROUND CONDUITS AND INCIDENTAL PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS IN FAVOR OF SAN DIEGO GAS AND ELECTRIC COMPANY BY INSTRUMENT RECORDED NOVEMBER 10, 1948 IN BOOK 3013, PAGE 197 OF OFFICIAL RECORDS.

THE ROUTE OF SAID EASEMENT IS SET OUT IN SAID DOCUMENT AND AFFECTS A PORTION OF THE HEREIN DESCRIBED PROPERTY.

REFERENCE IS MADE TO SAID INSTRUMENT FOR FURTHER PARTICULARS.

5. AN EASEMENT TO LAY, CONSTRUCT, INSTALL, MAINTAIN, ALTER, REPAIR, RECONSTRUCT, AMEND, PARALLEL, RELOCATE, REPLACE, REMOVE, ENLARGE, OPERATE, USE AND INSPECT A PIPE LINE OR PIPELINES AND INCIDENTAL PURPOSES IN FAVOR OF CALIFORNIA AMERICAN WATER COMPANY, RECORDED MARCH 31, 1966 AS FILE NO. 54103 OF OFFICIAL RECORDS, LOCATED WITHIN A PORTION OF PARCEL 3.

THE ROUTE OF SAID EASEMENT IS SET OUT IN SAID DOCUMENT AND AFFECTS A PORTION OF THE HEREIN DESCRIBED PROPERTY.

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6. THE RIGHT TO DRILL WELLS, EASEMENTS 15.00 FEET IN BREEDTH AND THE RIGHT TO ALLOW FULL OR PARTIAL FLOW OF WATERS BETWEEN LOVELAND AND SWEETWATER RESERVOIRS, AS GRANTED TO CALIFORNIA-AMERICAN WATER COMPANY, A CALIFORNIA CORPORATION, BY DEED RECORDED MARCH 31, 1966 AS FILE NO. 54104 IN SERIES 7, BOOK 1966 OF OFFICIAL RECORDS, UPON TERMS AND CONDITIONS THEREIN EXPRESSED.

7. AN EASEMENT FOR EITHER OR BOTH POLE LINES, UNDERGROUND CONDUITS AND INCIDENTAL PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS IN FAVOR OF SAN DIEGO GAS AND ELECTRIC COMPANY BY INSTRUMENT RECORDED APRIL 17, 1979 AS FILE NO. 79-156796 OF OFFICIAL RECORDS.

THE ROUTE OR LOCATION OF SAID EASEMENT CANNOT BE DETERMINED FROM THE RECORD.

REFERENCE IS MADE TO SAID INSTRUMENT FOR FURTHER PARTICULARS.

8. AN EASEMENT FOR THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, RECONSTRUCTION AND INSPECTION OF AN ENCLOSED OR UNENCLOSED DRAINAGE CHANNEL AND INCIDENTAL PURPOSES, AND FOR THE FLOWAGE OF WATER, IN FAVOR OF SAN DIEGO COUNTY FLOOD CONTROL DISTRICT, ZONE 3, BY INSTRUMENT RECORDED OCTOBER 8, 1979 AS FILE NO. 79-419918 OF OFFICIAL RECORDS.

THE ROUTE OF SAID EASEMENT IS SET OUT IN SAID DOCUMENT AND AFFECTS A PORTION OF THE HEREIN DESCRIBED PROPERTY.

REFERENCE IS MADE TO SAID INSTRUMENT FOR FURTHER PARTICULARS.

9. AN EASEMENT FOR WATER PIPELINES AND LATERALS, MAIN SEWER LINES, SEWER TRUNK LINES AND THE RIGHT OF INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF OTAY MUNICIPAL WATER DISTRICT, RECORDED DECEMBER 10, 1979 AS FILE NO. 79-516449 OF OFFICIAL RECORDS.

THE ROUTE OF SAID EASEMENT IS SET OUT IN SAID DOCUMENT AND AFFECTS A PORTION OF THE HEREIN DESCRIBED PROPERTY.

REFERENCE IS MADE TO SAID INSTRUMENT FOR FURTHER PARTICULARS.

10. AN EASEMENT FOR WATER PIPELINES AND LATERALS, MAIN SEWER LINES, SEWER TRUNK LINES AND THE RIGHT OF INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF OTAY MUNICIPAL WATER

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DISTRICT, RECORDED JANUARY 10, 1980 AS FILE NO. 80-010021 OF
OFFICIAL RECORDS,

THE ROUTE OF SAID EASEMENT IS SET OUT IN SAID DOCUMENT AND
AFFECTS A PORTION OF THE HEREIN DESCRIBED PROPERTY.

REFERENCE IS MADE TO SAID INSTRUMENT FOR FURTHER PARTICULARS.

11. AN EASEMENT FOR WATER PIPELINES AND LATERALS, MAIN SEWER
LINES, SEWER TRUNK LINES AND THE RIGHT OF INGRESS AND EGRESS
AND INCIDENTAL PURPOSES IN FAVOR OF OTAY MUNICIPAL WATER
DISTRICT, RECORDED MARCH 20, 1980 AS FILE NO. 80-095685 OF
OFFICIAL RECORDS, LOCATED WITHIN.

THE ROUTE OF SAID EASEMENT IS SET OUT IN SAID DOCUMENT AND
AFFECTS A PORTION OF THE HEREIN DESCRIBED PROPERTY.

REFERENCE IS MADE TO SAID INSTRUMENT FOR FURTHER PARTICULARS.

12. AN EASEMENT FOR EITHER OR BOTH POLE LINES, UNDERGROUND
CONDUITS AND INCIDENTAL PURPOSES TOGETHER WITH THE RIGHT OF
INGRESS AND EGRESS IN FAVOR OF PACIFIC TELEPHONE AND TELEGRAPH
COMPANY BY INSTRUMENT RECORDED MARCH 18, 1981 AS FILE NO. 81-
082282 OF OFFICIAL RECORDS, LOCATED WITHIN A PORTION OF SAID
PARCELS 1 AND 3.

THE ROUTE OF SAID EASEMENT IS SET OUT IN SAID DOCUMENT AND
AFFECTS A PORTION OF THE HEREIN DESCRIBED PROPERTY.

REFERENCE IS MADE TO SAID INSTRUMENT FOR FURTHER PARTICULARS.

13. AN EASEMENT FOR EITHER OR BOTH POLE LINES, UNDERGROUND
CONDUITS AND INCIDENTAL PURPOSES TOGETHER WITH THE RIGHT OF
INGRESS AND EGRESS IN FAVOR OF PACIFIC TELEPHONE AND TELEGRAPH
COMPANY BY INSTRUMENT RECORDED JUNE 8, 1981 AS FILE NO. 81-
177623 OF OFFICIAL RECORDS.

THE ROUTE OF SAID EASEMENT IS SET OUT IN SAID DOCUMENT AND
AFFECTS A PORTION OF THE HEREIN DESCRIBED PROPERTY.

REFERENCE IS MADE TO SAID INSTRUMENT FOR FURTHER PARTICULARS.

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14. AN AGREEMENT REGARDING CABLE TV, DATED JUNE 8, 1981, UPON THE TERMS, COVENANTS, AND CONDITIONS CONTAINED THEREIN.
EXECUTED BY AND BETWEEN: RANCHO SAN DIEGO LAND COMPANY
AND RANCHO SAN DIEGO
DEVELOPMENT COMPANY.

RECORDED: JUNE 9, 1981 AS FILE NO. 81-179580 OF OFFICIAL RECORDS.

15. AN EASEMENT FOR EITHER OR BOTH POLE LINES, UNDERGROUND CONDUITS AND INCIDENTAL PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS IN FAVOR OF PACIFIC TELEPHONE AND TELEGRAPH COMPANY BY INSTRUMENT RECORDED JUNE 26, 1981 AS FILE NO. 81-201367 OF OFFICIAL RECORDS.

THE ROUTE OF SAID EASEMENT IS SET OUT IN SAID DOCUMENT AND AFFECTS A PORTION OF THE HEREIN DESCRIBED PROPERTY.

REFERENCE IS MADE TO SAID INSTRUMENT FOR FURTHER PARTICULARS.

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EXHIBIT "1"

PARCEL 1:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28 AND THE FRACTIONAL EAST HALF OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE SOUTHERLY 207.60 FEET OF THE NORTHERLY 575.00 FEET OF THE EASTERLY 300.00 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29.

PARCEL 2:

THAT PORTION OF TRACT "A" OF RANCHO JAMACHA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE PARTITION MAP THEREOF MADE IN THE ACTION ENTITLED "WILLIAM H. KEIGHLER, ET AL, VS. MARY H. EDDY, ET AL," UNDER SUPERIOR COURT CASE NO. 13 ON FILE IN THE OFFICE OF THE COUNTY CLERK OF SAN DIEGO COUNTY, A COPY OF THE DECREE RENDERED UNDER SAID CASE NO. 13, BEING RECORDED APRIL 2, 1881 IN BOOK 38, PAGE 305 OF DEEDS, RECORDS OF SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT "A"; THENCE ALONG THE EASTERLY LINE OF SAID TRACT "A", SOUTH 00°16'00" WEST 363.00 FEET TO AN OAK TREE AT CORNER NO. 1 OF SAID RANCHO; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID TRACT "A" AND SAID RANCHO, SOUTH 59°30'00" WEST 1296.90 FEET TO CORNER NO. 2 OF SAID RANCHO TO A LINE WHICH BEARS SOUTH 47°38'00" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 47°38'00" EAST, 1515.06 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF TRACT "A" OF RANCHO JAMACHA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE PARTITION MAP THEREOF MADE IN THE ACTION ENTITLED "WILLIAM H. KEIGHLER, ET AL, VS. MARY H. EDDY, ET AL" UNDER SUPERIOR COURT CASE NO. 13 ON FILE IN THE OFFICE OF THE COUNTY CLERK OF SAN DIEGO COUNTY, A COPY OF THE DECREE RENDERED UNDER SAID CASE NO. 13, BEING RECORDED APRIL 2,

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1881 IN BOOK 38, PAGE 305 OF DEEDS, RECORDS OF SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT "A"; THENCE SOUTH 47°17'00" WEST 1515.10 FEET TO CORNER NO. 2 OF SAID RANCHO; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID RANCHO, SOUTH 39°51'00" WEST, 106.00 FEET; THENCE WEST 2839.40 FEET TO AN ANGLE POINT IN THE BOUNDARY OF THE LAND DESCRIBED IN DEED TO WILSON D. HALL AND AUBREY C. SEARS, RECORDED JANUARY 19, 1923 IN BOOK 913, PAGE 367 OF DEEDS, RECORDS OF SAN DIEGO COUNTY; THENCE ALONG THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID LAND, TO AND ALONG SAID SOUTHEASTERLY LINE, SOUTH 36°55'00" WEST 1419.99 FEET TO THE NORTHWEST CORNER OF THE LAND DESCRIBED IN DEED TO C. M. WORLEY DATED JANUARY 6, 1915 AND RECORDED IN BOOK 668, PAGE 449 OF DEEDS, RECORDS OF SAN DIEGO COUNTY; THENCE SOUTH ALONG THE WEST LINE OF SAID LAND, 350.00 FEET TO THE SOUTHERLY LINE OF SAID TRACT "A"; THENCE WEST ALONG SAID SOUTHERLY LINE TO THE SOUTHWEST CORNER OF SAID TRACT "A"; THENCE ALONG THE WESTERLY LINE OF SAID TRACT "A", NORTH 00°13'00" WEST 2697.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT "A"; THENCE ALONG THE NORTHERLY LINE OF SAID TRACT "A", SOUTH 89°01'30" EAST 5704.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY, ANY PORTION THEREOF LYING WITHIN LOT "L" OF WILLOW GLEN, ACCORDING TO MAP THEREOF NO. 1580, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 17, 1913.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN THE COUNTY OF SAN DIEGO TRACT 3584-2, ACCORDING TO MAP THEREOF NO. 9433, FILED OCTOBER 23, 1979.

ALSO EXCEPTING THEREFROM THAT PORTION LYING WESTERLY OF THE CENTERLINE OF ROAD SURVEY NO. 631 AS DESCRIBED IN DEED TO THE COUNTY OF SAN DIEGO, RECORDED APRIL 9, 1942 IN BOOK 1324, PAGE 363 OF OFFICIAL RECORDS.

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PARCEL 4:

LOTS 4 TO 17 INCLUSIVE, AND ALSO THAT PORTION OF LOT "L" OF WILLOW GLEN, ADJOINING AND ABUTTING THE AFORESAID LOTS AND EXTENDING TO THE MIDDLE LINE OF SAID LOT "L", ALL IN WILLOW GLEN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1580, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 17, 1913.

EXCEPTING THEREFROM THE NORTH HALF OF SAID LOT "L" LYING BETWEEN THE NORTHERLY PROLONGATION OF THE EASTERLY AND WESTERLY LINES OF SAID LOT 4.



2 71 90

CHANGES

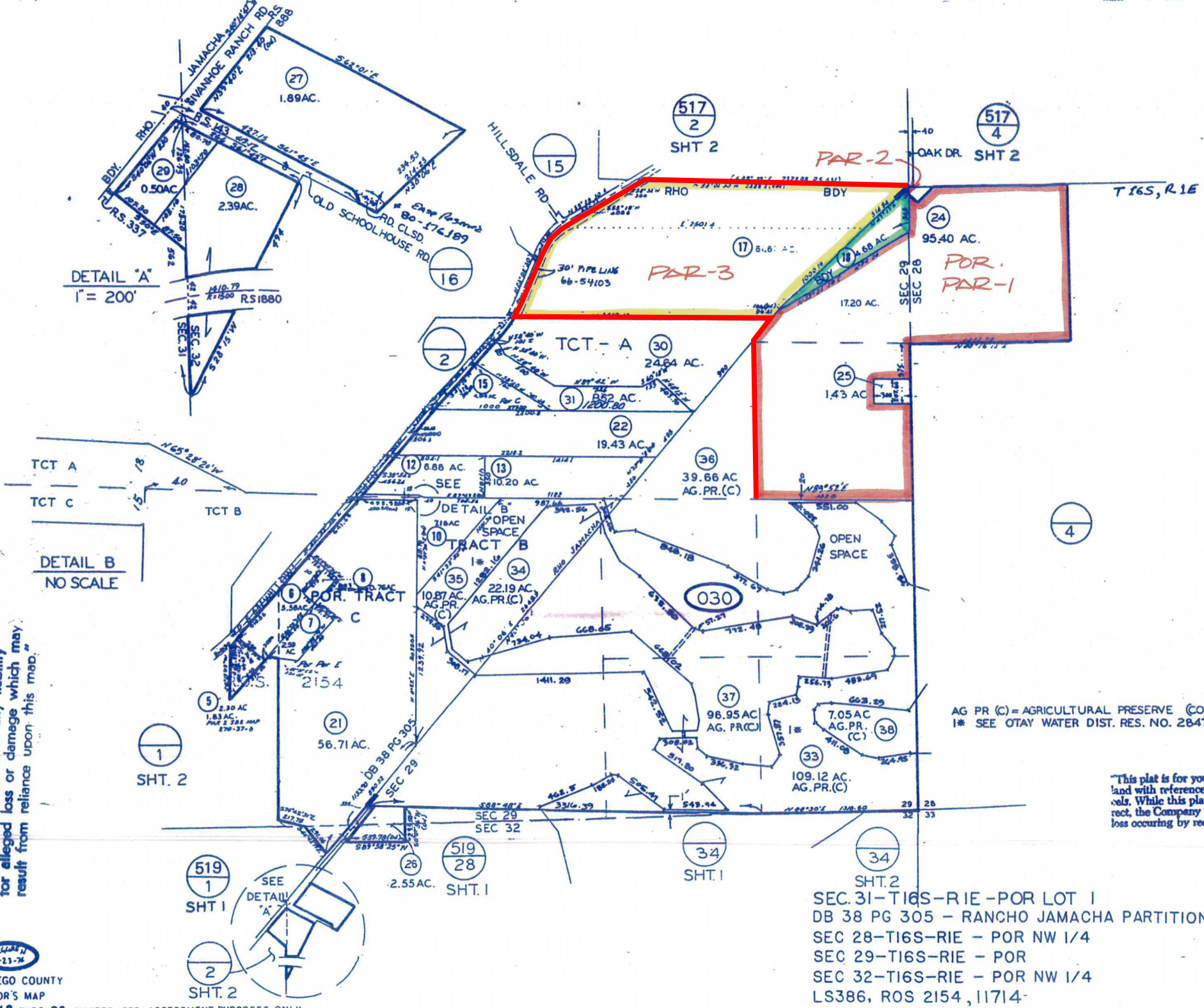
BLK	OLD	NEW	YR	CUT
030	VARIOUS	030-5-18	75	1018
	3	519-031-06		
	4	519-031-07	17	1657
	14, 16	19, 20	78	1779
	9	21, 22	79	
		1 PAR 30	81	1789
	19, 20	22, 23	78	2866
	1	24, 25	79	4395
519-031	VARIOUS	26-29	83	10040
	23	30, 31	89	2208
	2	32, 33		
	11	34, 35	90	2091
	33, 35	36, 37	91	3653
	32	36-38	94	2031

LS18-0201030

DETAIL "A"
1" = 200'

DETAIL B
NO SCALE

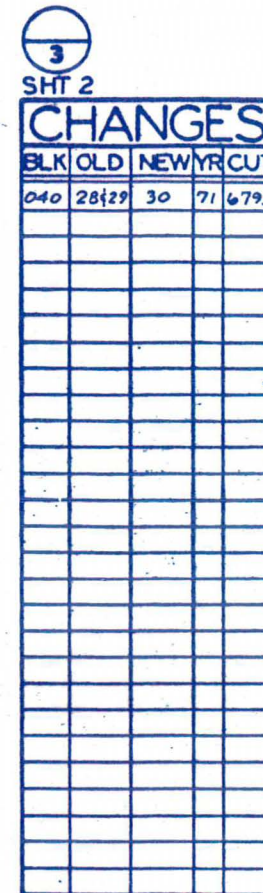
"This map may or may not be a survey of the land depicted hereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. First American Title expressly disclaims any liability for alleged loss or damage which may result from reliance upon this map."



AG PR (C) = AGRICULTURAL PRESERVE (CONTRACT)
1* SEE OTAY WATER DIST. RES. NO. 2847 ADOPT. 12-20-79

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

SEC. 31-TI6S-R1E-POR LOT 1
DB 38 PG 305 - RANCHO JAMACHA PARTITION (MAP - 1512)
SEC 28-TI6S-R1E - POR NW 1/4
SEC 29-TI6S-R1E - POR
SEC 32-TI6S-R1E - POR NW 1/4
LS386, ROS 2154, 11714-



"This map may or may not be a survey of the land depicted hereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. First American Title expressly disclaims any liability for alleged loss or damage which may result from reliance upon this map."