

Recording Requested By:  
FIRST AMERICAN TITLE  
National Commercial Services

DOC# 2017-0015184



Jan 11, 2017 09:10 AM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$1,453.50

PCOR: YES

PAGES: 6

**RECORDING REQUESTED BY:**  
First American Title Company

**When Recorded Mail Document  
and Tax Statement To:**  
6302 Federal LLC  
6302 Federal Blvd.  
Lemon Grove, CA 91945

**Escrow Order No.:** 73716012971

*NC5-812500*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

*APN 478-290-05  
543-020-06*

**GRANT DEED**

**The undersigned grantor(s) declare(s)**

- ☐ This transfer is exempt from the documentary transfer tax.  
☒ **The documentary transfer tax is \$1,413.50** and is computed on:  
☒ the full value of the interest or property conveyed.  
☐ the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located in ☒ the **City of Lemon Grove**.

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,** The Family Trust under Declaration of Trust of James P. Stewart and Jeanne F. Stewart

**hereby GRANT(S) to** 6302 Federal LLC

**the following described real property in the City of Lemon Grove, County of San Diego, State of California:**

See Exhibit "A" attached hereto and a paer hereof

Dated: December 20, 2016

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

The Family Trust under Declaration of Trust of James P. Stewart and Jeanne F. Stewart

BY: 

James P. Stewart, Jr.  
Successor Co-Trustee

BY: 

Jeffrey R. Stewart  
Successor Co-Trustee

BY: \_\_\_\_\_

Jill C. Houston  
Successor Co-Trustee

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Jeffrey R. Stewart  
Successor Co-Trustee

BY:  \_\_\_\_\_  
Jill C. Houston  
Successor Co-Trustee

**GRANT DEED**  
(continued)

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

State of California

County of San Diego

On 12/22/16 before me, Anisa Smith Bruce, Notary Public,  
(here insert name and title of the officer)

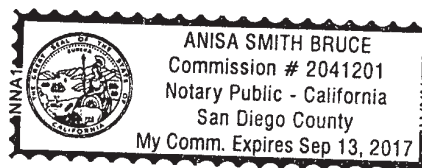
personally appeared James P. Stewart, Jr. & Jeffrey B. Stewart,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Anisa Smith Bruce  
Signature

(Seal)



**GRANT DEED**  
(continued)

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

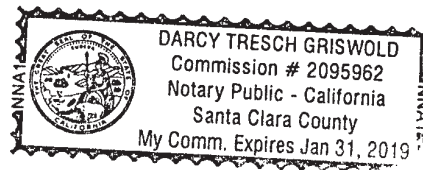
State of CA  
County of Santa Clara  
On Dec. 22, 2016 before me, Darcy Tresch Griswold, Notary Public,  
(here insert name and title of the officer)  
personally appeared Jill C. Houston,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Darcy Tresch Griswold  
Signature

(Seal)



### LEGAL DESCRIPTION

Real property in the City of Lemon Grove, County of San Diego, State of California, described as follows:

**PARCEL 1:**

ALL THAT PORTION OF LOT 13 OF THE RANCHO MISSION OF SAN DIEGO, ACCORDING TO PARTITION MAP OF SAID RANCHO ON FILE IN THE OFFICE OF THE COUNTY CLERK OF SAN DIEGO COUNTY, IN THE ACTION ENTITLED "JUAN M. LUCO, ET AL VS. THE COMMERCIAL BANK OF SAN DIEGO, ET AL" IN SUPERIOR COURT CASE NO. 348, IN THE COUNTY OF SAN DIEGO, AND THAT PORTION OF BLOCK 25 IN TRACT 2 OF ENCANTO HEIGHTS, ACCORDING TO MAP THEREOF NO. 1100, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, DECEMBER 5, 1907, AS SHOWN ON MAP NO. 2121 OF JOFAINA VISTA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, NOW ABANDONED, AND DESIGNATED THEREON AS LOT 26, BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF THE CALIFORNIA STATE HIGHWAY ROAD XI-SD-200-A, AS SAID SOUTHEASTERLY LINE IS DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED JULY 21, 1954 IN BOOK 5307, PAGE 84 OF OFFICIAL RECORDS, WITH THE SOUTH LINE OF THE NORTH 400.00 ACRES OF SAID LOT 13; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID STATE HIGHWAY, NORTH 63°23'58" EAST 128.97 FEET (RECORD = NORTH 63°24'10" EAST 129.12 FEET) AND NORTH 53°32'34" EAST (RECORD = NORTH 53°32'38" EAST ) 260.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE RETRACTING SOUTH 53°32'34" WEST 260.00 FEET AND SOUTH 63°23'58" WEST 128.97 FEET; THENCE NORTH 89°04'00" EAST (RECORD = NORTH 89°04'37" EAST) ALONG THE SOUTHERLY LINE OF SAID NORTH 400.00 ACRES, 287.02 FEET TO THE MOST WESTERLY CORNER OF THAT PORTION OF BLOCK 25 IN SAID TRACT 2 OF ENCANTO HEIGHTS, AS SHOWN ON MAP NO. 2121 OF SAID JOFAINA VISTA, NOW ABANDONED, AS DESIGNATED THEREON AS LOT 25; THENCE NORTH 58°43'00" EAST, PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 25 OF JOFAINA VISTA, TO A LINE DRAWN PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 25, FROM A POINT ON THE SOUTHEASTERLY LINE OF LOT 26 OF SAID JOFAINA VISTA, SAID POINT BEING DISTANT THEREON SOUTH 58°43'00" WEST 50.00 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 26; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO SAID POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 26; THENCE NORTH 58°43'00" EAST 50.00 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 26, BEING ALSO THE SOUTH LINE OF THE NORTH 400.00 ACRES OF SAID LOT 13; THENCE SOUTH 89°04'00" WEST (RECORD = SOUTH 89°04'37" WEST) ALONG SAID SOUTH LINE 25.48 FEET TO A LINE WHICH BEARS SOUTH 31°16'09" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 31°16'09" WEST, ALONG SAID LINE, 239.76 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTH 400 ACRES OF SAID LOT 13 AS TO PARCEL 1.

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

**PARCEL 2:**

ALL THAT PORTION OF BLOCK 25, IN TRACT NO. 2 OF ENCANTO HEIGHTS, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF

NO. 1100, FILED DECEMBER 5, 1907 AS SHOWN ON MAP NO. 2121 OF JOFAINA VISTA, FILED IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SAN DIEGO, JULY 20, 1928, NOW ABANDONED, AND DESCRIBED THEREON AS LOT 26, LYING NORTHEASTERLY OF THAT FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 26, DISTANT THEREON SOUTH 58°43' WEST 50.00 FEET FROM THE MOST EASTERLY CORNER THEREOF; THENCE NORTHWESTERLY ALONG A LINE DRAWN PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 26 TO A POINT ON THE NORTHERLY LINE THEREOF AS TO PARCEL 2.

APN:

478-290-05-00 (Affects : Parcel 1)

543-020-06-00 (Affects : Parcel 2)

Updated August 07,  
2019



**First American Title Insurance Company  
National Commercial Services**

4380 La Jolla Village Drive, Suite 110  
San Diego, CA 92122

October 27, 2017

Mick Toller  
Inland Pacific Commercial Properties  
8665 Argent Street, Suite C  
Santee, CA 92071-4180  
Phone: (619)596-1880  
Fax: (619)596-1885

Customer Reference: Federal Boulevard

Title Officer: Trixy Brown Janice Treanor  
Phone: (858)410-2151  
Fax No.: (619)330-2564  
E-Mail: trixybrown@firstam.com

Buyer:

Owner: Harp Family Exemption Trust

Property: 6304 Federal Boulevard, San Diego, CA

**PRELIMINARY REPORT**

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

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

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

This report (and any supplements or amendments 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 August 03, 2018 at 7:30 A.M.

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

ALTA Extended Loan Policy and  
ALTA Standard Owner Policy and  
Prelim

A specific request should be made if another form or additional coverage is desired.

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

Beverly J. Harp, Trustee of The Harp Family Exemption Trust "B", trust dated October 08, 1998

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

Fee Simple

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2018-2019, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. An easement for public utilities, ingress, egress and incidental purposes, recorded October 26, 1951 as [Book 4274, Page 261](#) of Official Records.  
In Favor of: San Diego Gas and Electric Company  
Affects: as described therein
4. An easement for sewer pipe line or pipe lines and incidental purposes, recorded October 28, 1952 as [Book 4637, Page 443](#) of Official Records.  
In Favor of: Lemon Grove Sanitation District  
Affects: as described therein
5. Abutter's rights of ingress and egress to or from the freeway adjacent thereto have been relinquished in the document recorded July 21, 1954 as [Book 5307, Page 84](#) of Official Records.

6. An easement for water pipe line and incidental purposes, recorded April 06, 1962 as Instrument No. [59179](#) of Official Records.  
In Favor of: Lemon Grove Sanitation District  
Affects: as described therein

7. An easement for public utilities, ingress, egress and incidental purposes, recorded July 08, 1996 as Instrument No. [1996-0339454](#) of Official Records.  
In Favor of: San Diego Gas and Electric Company, a corporation  
Affects: as described therein

The location of the easement cannot be determined from record information.

8. The fact that the land lies within the boundaries of the Lemon Grove Redevelopment Project Area, as disclosed by the document recorded August 25, 2009 as Instrument No. [2009-0475914](#) of Official Records.

9. An easement for the purpose of repair, replace and maintain the Encroaching Building, including reasonable access over the Burdened Property. and incidental purposes, recorded May 21, 2018 as Instrument No. [2018-0205046](#) of Official Records.  
In Favor of: 6302 Federal LLC, a California limited liability company  
Affects: as described therein

The location of the easement cannot be determined from record information.

10. Rights of parties in possession.

<b>INFORMATIONAL NOTES</b>
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**ALERT - CA Senate Bill 2 imposes an additional fee of \$75 up to \$225 at the time of recording on certain transactions effective January 1, 2018. Please contact your First American Title representative for more information on how this may affect your closing.**

1. Taxes for proration purposes only for the fiscal year 2017-2018.  
First Installment: \$4,493.72, PAID  
Second Installment: \$4,493.72, PAID  
Tax Rate Area: 15045  
APN: 478-290-04-00
2. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Commercial Structure known as 6304 Federal Boulevard, Lemon Grove, California.
3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:  
  
None
4. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:
  - A. WITH RESPECT TO A CORPORATION:
    1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
    2. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
    3. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
    4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
  - B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:
    1. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
    2. A full copy of the partnership agreement and any amendments;
    3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
    4. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
    5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:

1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
2. A full copy of the partnership agreement and any amendment;
3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
4. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

D. WITH RESPECT TO A GENERAL PARTNERSHIP:

1. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-1), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
2. A full copy of the partnership agreement and any amendments;
3. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.

E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:

1. A copy of its operating agreement and any amendments thereto;
2. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
3. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
4. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
  - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
  - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
5. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
6. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

F. WITH RESPECT TO A TRUST:

1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
2. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
3. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.

G. WITH RESPECT TO INDIVIDUALS:

1. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

*\*\*\*\*\*To obtain wire instructions for deposit of funds to your escrow file please  
contact your Escrow Officer.\*\*\*\*\**

**LEGAL DESCRIPTION**

Real property in the City of Lemon Grove, County of San Diego, State of California, described as follows:

ALL THAT PORTION OF LOT 13 OF THE RANCHO MISSION OF SAN DIEGO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE PARTITION MAP OF SAID RANCHO ON FILE IN THE OFFICE OF THE COUNTY CLERK OF SAID SAN DIEGO COUNTY, IN THE ACTION ENTITLED "JUAN M. LUCO ET. AL. VERSUS THE COMMERCIAL BANK OF SAN DIEGO, ET. AL.," SUPERIOR COURT CASE NO. 348 DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF THE CALIFORNIA STATE HIGHWAY ROAD XI-SD-200-A AS SAID SOUTHEASTERLY LINE IS DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED JULY 21, 1954, AS DOCUMENT NO. 95418 IN [BOOK 5307, PAGE 84](#) OF OFFICIAL RECORDS WITH THE SOUTH LINE OF THE NORTH 400.00 ACRES OF SAID LOT 13; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID STATE HIGHWAY NORTH 63 DEGREES 25'58" EAST 128.97 FEET (RECORDED SOUTH 63 DEGREES 24'10" WEST 129.12 FEET); AND NORTH 53 DEGREES 32'34" EAST: (RECORDED SOUTH 53 DEGREES 32'38" WEST) 260.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 53 DEGREES 32'34" EAST 85.81 FEET; THENCE LEAVING THE SOUTHEASTERLY LINE OF SAID STATE HIGHWAY, SOUTH 31 DEGREES 16'09" EAST 260.39 FEET TO THE NORTHWESTERLY LINE OF FEDERAL BOULEVARD AS DESCRIBED IN DEED TO THE COUNTY OF SAN DIEGO RECORDED JULY 16, 1926, AS DOCUMENT NO. 43495 IN [BOOK 1208, PAGE 458](#) OF DEEDS: THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 58 DEGREES 43'51" WEST 63.47 FEET TO THE SOUTH LINE OF THE NORTH 400.00 ACRES OF SAID LOT 13; THENCE SOUTH 89 DEGREES 04' WEST (RECORDED NORTH 89 DEGREES 04'37" EAST) ALONG SAID SOUTH LINE 25.48 FEET TO A LINE WHICH BEARS 31 DEGREES 16'09" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 31 DEGREES 16'09" WEST ALONG SAID LINE 239.76 FEET TO THE TRUE POINT OF BEGINNING.

APN: 478-290-04-00

**The First American Corporation**  
First American 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 you provide to us. Therefore, together with our parent company, The First American Corporation, 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. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).

**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 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 the 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. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

**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 and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**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:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - (a) building;
  - (b) zoning;
  - (c) land use;
  - (d) improvements on the Land;
  - (e) land division; 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.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - (a) that are created, allowed, or agreed to by You, whether or not they are 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.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - (b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, 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.

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**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:

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

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.  
This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

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



3. Title Risks:
  - (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) 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 that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement erected on the Land;
  - iii. the subdivision of land; or
  - iv. environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - a. a fraudulent conveyance or fraudulent transfer, or
  - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

### EXCEPTIONS FROM COVERAGE

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 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.

**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 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 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, 6, 13(c), 13(d), 14 or 16.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - a. a fraudulent conveyance or fraudulent transfer, or
  - b. a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.



Administration Office  
7811 University Avenue  
La Mesa, California 91942-0427

619-466-0585  
helix@helixwater.org  
hwd.com

CITY OF LEMON GROVE

November 1, 2017

AUG 14 2018

DEVELOPMENT SERVICES

City of Lemon Grove  
Engineering Department  
3232 Main Street  
Lemon Grove, CA 91945

RE: 6302 & 6304 Federal Blvd. Lot Split; APNs 478-290-04, 05  
HWD Plat No. S-2-35-C

To Whom It May Concern:

This is to advise you that the subject real property is located entirely within the Helix Water District and subject to the district's rates and rules. Helix Water District will be able to deliver water to the parcel or lot at a pressure exceeding 35 pounds per square inch, after the required water facilities and financial arrangements have been completed.

Attached is Helix Water District's policy regarding the water efficiency program for new development or redevelopment within the district.

If you have any questions regarding this property, please call me at 619-667-6273.

Sincerely,

A handwritten signature in dark ink, appearing to read "Aneld A. Anub", with a long horizontal stroke extending to the right.

Aneld A. Anub, P.E.  
Associate Engineer

Attachment

cc: Carlos Perdomo, HWD  
Karah Kingsbury, HWD  
Tim Ross, HWD  
Joel Waymire, Polaris Development Consultants, Inc.

**Board of Directors**  
Joel A. Scalzitti, President  
Kathleen Coates Hedberg, Vice President  
Daniel H. McMillan, Division 1  
DeAna R. Verbeke, Division 2  
Mark Gracyk, Division 3

**SECTION 4.11****WATER CONSERVATION AND DEVELOPMENT /  
REDEVELOPMENT PROCEDURE FOR WATER EFFICIENCY****SECTION 4.11****WATER CONSERVATION AND DEVELOPMENT /  
REDEVELOPMENT PROCEDURE FOR WATER EFFICIENCY****General**

The District hereby establishes a comprehensive water conservation and water efficiency program for new development or redevelopment within the District.

The District finds that water conservation and water efficiency in all new domestic or commercial development or redevelopment is essential to the District's continued ability to provide water to new and redeveloped areas and to avoid or minimize the effects of any future shortage.

**Requirements**

All new commercial and domestic developments or redevelopments shall install only high-efficiency appliances, use only high-efficiency watering technologies, and landscape using water-wise principles as follows:

- (1) Install the following indoor fixtures in all residential (houses, condominiums, apartments) and commercial/industrial areas:
  - (a) High-efficiency toilets (1.28 gallons or less per flush)
  - (b) High-efficiency dishwashers (Energy Star, WaterSense or equivalent)
  - (c) High-efficiency clothes washers (3.7 water factor or lower)
  - (d) Low-flow shower heads (2.0 gallons per minute or less);
- (2) Design and install landscaping in all parks, common areas, commercial, industrial, multi-family, and residential landscapes in compliance with the Maximum Applied Water Allowance (MAWA) set forth by the local land use agency, as applicable;
- (3) Install dedicated meters for outdoor water use:
  - (a) In single-family residences with one or more acre(s) of irrigated landscape
  - (b) In all parks and common areas
  - (c) In commercial/industrial/government/multi-family sites with 5,000 square feet or more of irrigated landscape;
- (4) Enroll all new irrigation meters (except those at single-family residences) in the Helix Water Budget Program and provide documentation of irrigated landscape area at the time of meter purchase;
- (5) Install automatic irrigation controllers with a rain sensor that utilize either evapotranspiration (weather-based) or soil moisture data at all homes (residential areas), common areas, parks, and commercial/industrial landscapes;
- (6) Install high-efficiency, matched-precipitation rate sprinkler nozzles at all homes (residential landscapes), common areas, parks, and commercial/industrial landscapes.

Any project that requires a permit, plan check, or design review by local planning agencies is considered a redevelopment.

**Compliance and Monitoring**

- (1) Ensure that Covenants, Conditions and Restrictions (CC&Rs) pertaining to the proposed subdivision/development do not prohibit the use and maintenance of low-water-use plant materials, and/or the use of artificial turf;
- (2) Certify that all units, common areas, and parks comply with all of the above requirements;
- (3) Schedule inspection for compliance with water efficiency requirements;
- (4) Provide water-use efficiency data upon request to the Helix Water District for six years following installation/development.

**Procedure**

Executive Order B-29-15 required the Department of Water Resources to update the existing model water efficient landscape ordinance established pursuant to the Water Conservation in Landscaping Act (California Government Code Section 65591 and following) and AB 1881. The updated Department of Water Resources model ordinance ("Model Ordinance") serves as a model ordinance for all cities and counties to adopt mandatory water efficient landscape ordinances for new and rehabilitated landscaping projects. EB B-29-15 makes the Model Ordinance automatically applicable within the jurisdiction of each city and county that has not adopted its own water efficient landscape ordinance or the Model Ordinance. Effective December 1, 2015, new and rehabilitated landscape projects shall comply with the provisions of the most recent Model Ordinance or the water efficient landscape ordinance as adopted or implemented by the applicable local land use agency.