

# EXHIBIT B

CHICAGO TITLE COMPANY

PRELIMINARY REPORT NO.: 7101101101

ORDER NO. 7101101101

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES CONTACT:
Title Officer: Dan Dulin Chicago Title Company 560 E. Hospitality Lane San Bernardino, CA 92408 Phone: (909)384-7806 Fax: (909)384-7902 Main Phone: (800)722-0824 Email: dulind@ctt.com	

PROPERTY ADDRESS(ES): APN/Parcel ID(s) 188-240-18

EFFECTIVE DATE: February 3, 2011 at 07:30AM

THE FORM OF POLICY OR POLICIES OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:

CLTA Standard Coverage Policy 1990

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

The State of California Division of Forestry

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 188-240-18**

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That portion of the Southwest Quarter of the Northeast Quarter of Section 7, Township 11 South, Range 1 West, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof, described as follows:

Beginning at a point in the Westerly line of said Southwest Quarter of the Northeast Quarter of said Section 7 from which the West Quarter corner of said Section bears South 79 degrees 05' West 2852.80; thence South 87 degrees 20' 30" East 20 feet to a point in the Easterly line of that certain County Highway known as New Survey #54, Plat of which is on file in the Office of the Surveyor of said San Diego County, and the true point of beginning of the parcel of land herein described; thence continuing South 87 degrees 20' 30" East, 400 feet; thence North 2 degrees 39' 30" East, 217.80 feet; thence North 87 degrees 20' 30" West 400 feet to said Easterly line of New Survey #54; thence South 2 degrees 39' 30" West, along said easterly line 217.80 feet to the true point of beginning.

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

- 1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2011-2012.
- 2. There were no taxes levied for the fiscal year 2010-2011 as the property was vested in a public entity.

Affects: Assessor's Parcel No: 188-240-18-00

- 3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation Code of the State of California.

- 4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: County of San Diego  
 Purpose: Road ✓  
 Recording No.: in book 257 page 72 of Deeds  
 Affects: the route thereof affects a portion of said land and is more fully described in said document

- 5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: County of San Diego  
 Purpose: Public Roadway ✓  
 Recording Date: December 31, 1999  
 Recording No.: 99-0806252, Official Records  
 Affects: the route thereof affects a portion of said land and is more fully described in said document

- 6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: County of San Diego  
 Purpose: Highway Excavation and embankment slopes and drainage structures  
 Recording Date: December 13, 1999  
 Recording No.: 99-0806252, Official Records Dup  
 Affects: the route thereof affects a portion of said land and is more fully described in said document

NOTES

- 1. Note: The current owner does NOT qualify for the \$20.00 discount pursuant to the coordinated stipulated judgments entered in actions filed by both the Attorney General and private class action plaintiffs, for the herein described Land.
- 2. If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

3. 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 period for cashier's checks, certified checks and teller's checks is one business day after the day deposited. Other checks require a hold period of from two to five business days after the day deposited. In the event that the parties to the contemplated transaction wish to record prior to the time that the funds are available for disbursement (and subject to Company approval), the Company will require the prior written consent of the parties. Upon request, a form acceptable to the company authorizing said early recording may be provided to Escrow for execution.

#### Wire Transfers

There is no mandated hold period for funds deposited by confirmed wire transfer. The Company may disburse such funds the same day.

Chicago Title will disburse by Wire (Wire-out) only collected funds or funds received by confirmed Wire (Wire-in). Wiring Instructions for Chicago Title Company, San Bernardino, CA, are as follows:

**Receiving Bank:** Union Bank  
1980 Saturn Street  
Monterey Park, CA 91755  
**ABA Routing No.:** 12200496  
**Credit Account Name:** Chicago Title Company  
**Credit Account No.:** 9101051085  
**Escrow No.:** 7101101101

These wiring instructions are for this specific transaction involving the Title Department of the San Bernardino office of Chicago Title Company. These instructions therefore should not be used in other transactions without first verifying the information with our accounting department. It is imperative that the wire text be exactly as indicated. Any extraneous information may cause unnecessary delays in confirming the receipt of funds.

4. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

dd/vb

END OF NOTES

DAS 257  
72

Dear Valley Road District

Know all Men by these Presents that Dr. J. H. Black

the undersigned,

do hereby consent to the laying out and establishing of the following described public road, to-wit:

Beginning at the NE. cor. of S 6 1/4 of T 7 N of Sec. 31, T 7 N, R. 1 W. S. 4 M., and running thence South on 1/4 Sec line as per Survey No. 51 made by Wm. Nail, County Surveyor, Oct. 1894

and upon the making of the order of the Board of Supervisors establishing the said described road as a public highway, I, Dr. J. H. Black hereby grant the easement of right of way to San Diego County for such public road over the following described land of which I am the owner, to-wit:

The S 6 1/4 of T 7 N of Sec. 6, T 7 N, R. 1 W. S. 4 M.; the E 1/2 of T 7 N and the S 1/4 of NE 1/4 of Sec. 7, T 7 N, R. 1 W. S. 4 M. said highway being 40 feet wide, 20 feet each side of center line

all in the County of San Diego, State of California.

WITNESS my hand the 12<sup>th</sup> day of November 1894  
Dr. J. H. Black

State of California, )  
County of San Diego, ) ss.

On this 12<sup>th</sup> day of November in the year one thousand eight hundred and ninety four before me a Justice of the Peace in and for said County, residing therein, duly commissioned and qualified, personally appeared Dr. J. H. Black

known to me to be the person described in and whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of my office at my office in the County of San Diego, State of California, the day and year above written.

John A. Adams  
Justice of the Peace

in and for Dear Valley Judicial Township  
filed and received & filed Nov 21, 1894. Ord. for Dec 17, 1894. 10 AM.  
Will H. Harlow, Clerk  
By Henry Pratt, Deputy

Recorded at request of A. M. Jail Aug 7<sup>th</sup> 1895  
Geo. J. Forward Recorder.  
Deputy Recorder.

San Diego County Recorder

WHEN RECORDED MAIL TO

LAWYERS TITLE

1680

DOC # 1999-0806252

Dec 13, 1999 8:00 AM

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



OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
GREGORY J. SMITH, COUNTY RECORDER

FEES: 0.00  
OC: NA

APN 188-240-78

23 1322-05

SPACE ABOVE THIS LINE FOR RECORDER'S USE

1/6  
P  
1/2  
NF

AGREEMENT AND GRANT OF EASEMENT

PUBLIC ROADWAY

Agency: Department of Forestry and Fire Protection

Project: Valley Center

File: TR98 126 E

County Parcel Nos. 94-0193-A1,B1

THIS AGREEMENT AND GRANT OF EASEMENT is made and entered into by and between the STATE OF CALIFORNIA, acting by and through its DIRECTOR OF THE DEPARTMENT OF GENERAL SERVICES, hereinafter called State, and the COUNTY OF SAN DIEGO, a political subdivision, hereinafter called Grantee.

State, pursuant to the provisions of Section 14666 of the Government Code of the State of California, and in consideration of the sum of \$11, 300, receipt of which is hereby acknowledged, hereby grants unto Grantee, its successors and assigns forever, two easements over, on, under and across that certain real property situated in the County of San Diego, State of California, as described on the attached Exhibit "A", consisting of one page, and by this reference made a part hereof.

THE PROVISIONS ON THE REVERSE SIDE HEREOF CONSTITUTE A PART OF THIS AGREEMENT

Dated 11/19/99

GRANTEE: County of San Diego, a political subdivision

STATE OF CALIFORNIA  
Department of General Services

By [Signature]

APPROVED: Department Forestry and Fire Protection

By [Signature]

By [Signature]

JOHN KROSS, Deputy Director  
Real Estate Services Division  
Department of General Services

By \_\_\_\_\_

RES600A:WW:mm:tr98126e

PROVIDED, this Grant of Easement is subject to the following terms and conditions:

1. This Grant is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect said real property and the use of the word "Grant" herein shall not be construed as a covenant against the existence of any thereof.
2. Grantee waives all claims against State, its officers, agents, and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this Easement, and Grantee agrees to protect, save harmless, indemnify, and defend State, its officers, agents and employees, from any and all loss, damage or liability, including, without limitation, all legal fees, expert witness or consultant fees and expenses related to the response to, settlement of, or defense of any claims or liability, which may be suffered or incurred by State, its officers, agents and employees caused by, arising out of, or in any way connected with exercise by Grantee of the rights hereby granted, except those arising out of the sole negligence of State.
3. State reserves the right to use said real property in any manner, provided such use does not unreasonably interfere with Grantee's rights hereunder.
4. This Easement shall terminate in the event Grantee fails for a continuous period of 18 months to use this Easement for the purposes herein granted. Upon such termination, Grantee shall forthwith upon service of written demand, deliver to State a quitclaim deed, to its right, title and interest hereunder, and shall, on State request, without cost to State, and within 90 days from written demand by State, remove all property placed by or for Grantee upon said real property and restore said premises as nearly as possible to the same condition they were in prior to the execution of this Easement. In the event Grantee should fail to restore the premises in accordance with such request, State may do so at the risk of Grantee, and all costs of such removal and restoration shall be paid by Grantee upon demand.
5. Grantee will cap any water lines at the new right of way line, in the event Grantor's leach field lies within area of construction and is damaged - Grantee will replace an equivalent section of leach field at a location designated by Grantor.
6. Grantor's access to Cole Grade Road will be reestablished to the remainder at the current locations (widths shall not be less than currently exist). Grantee's Contractor shall provide vehicular access to Cole Grade Road at all times.

RES600B:WW:mm:tr98126e

# EXHIBIT "A"

682

## Parcel 1

An easement to locate, relocate, construct, reconstruct, alter, use, maintain, inspect, repair and remove a public roadway and appurtenances deemed necessary therefore by Grantee over, on, under and across that certain property in the County of San Diego, State of California, described as follows:

That portion of the Southwest Quarter of the Northeast Quarter of Section 7, Township 11 South, Range 1 West, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Government Survey, described in deed to the State of California, Division of Forestry (State's land) recorded October 1, 1935, as Book 471, Page 151 of Official Records in the office of the Recorder of said County lying Easterly of the Easterly right-of-way of Cole Grade Road (60.00 feet wide), as shown on Road Survey 680, on file in the Office of the County Engineer of said County AND lying Westerly of the following described line:

BEGINNING at the intersection of the Northerly boundary of said State's land with a line that is parallel with and 62.00 feet Easterly of the centerline of said Cole Grade Road; thence South 50°47'34" West, 27.01 feet to a point in a line that is 42.00 feet Easterly of and parallel with said centerline of Cole Grade Road; thence along said parallel line South 03°00'33" West, 199.51 feet to the Southerly boundary of said State's land and the POINT OF TERMINUS.

## Parcel 2

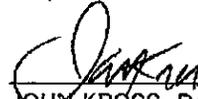
An easement for highway excavation and embankment slopes and drainage structures over, under, through, and across that portion of the Southwest Quarter of the Northeast Quarter of Section 7, Township 11 South, Range 1 West, San Bernardino Meridian, in the County of San Diego, State of California, according to the United State Government Survey, described in deed to the State of California, Division of Forestry recorded October 1, 1935, as Book 471, Page 151 of Official Records in the Office of the Recorder of said County, lying Easterly of the Easterly sideline of Parcel 1 described above AND lying Westerly of the following described line:

COMMENCING at the intersection of the Southerly boundary of said State of California land AND said Easterly sideline of Parcel 1, described above; thence along said Southerly boundary line South 86°29'03" East, 7.79 feet; thence leaving said South line North 2°59'07" East, 55.19 feet; thence North 86°59'26" West, 3.77 feet to a point on a line being 46.00 feet Easterly of and parallel with said centerline of Cole Grade Road; thence along said parallel line North 3°00'33" East, 109.99 feet; thence North 86°59'26" West, 4.00 feet to the Easterly line of said Parcel 1 described above And the POINT OF TERMINUS

This is to certify that the interest in real property conveyed by the foregoing deed or grant to the County of San Diego, a political subdivision, is hereby accepted on behalf of the Board of Supervisors of said County of San Diego pursuant to authority conferred by Resolution of said Board adopted on January 7, 1992, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

10/1/99



JOHN CROSS, Deputy Director  
Real Estate Services Division  
Department of General Services

STATE OF CALIFORNIA)  
 COUNTY OF SAN DIEGO)

(CLERK JURAT)

On October 1, 1999 before me, Gregory J. Smith,  
 Assessor/Recorder/County Clerk in and for said County and State  
 personally appeared \_\_\_\_\_

John Kross

personally known to me (or 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.

WITNESS my hand and official seal.

Gregory J. Smith, Assessor/Recorder/County Clerk

Signature \_\_\_\_\_

*Elizabeth Robledo*  
 \_\_\_\_\_  
 (Deputy)

Elizabeth Robledo



ESC-01B  
 Rev. 3/95

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

685

State of California }  
County of SACRAMENTO } ss.

On NOVEMBER 24, 1999 before me, JAY D. MCINTYRE  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared KAREN M. PATCHE  
Name(s) of Signer(s)

- personally known to me
- 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Jay D. McIntyre  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

