Preliminary Report

Fidelity National Title - IE
Phone: 9098900601

Title Officer: Brian Smith
Email: BSmith@fnf.com
Phone No.: 9098900601
File No.: IE2401918

Property Address: Buena Vista Dr, Twentynine Palms, CA 92277

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PRELIMINARY REPORT

Prelim Number:

IE2401918

Fidelity National Title Company
451 E. Vanderbilt Way, Suite 350
San Bernardino, CA 92408

Issuing Policies of **Fidelity National Title Insurance Company**

Title Officer: Brian Smith
Phone: 9098900601
Fax:
Email: BSmith@fnf.com
Bagley Real Estate
PO Box 219
Twentynine Palms, CA 92277
Attn: Jim Bagley

Order No.: IE2401918

Loan No.:

Ref. No.:

Property: Buena Vista Dr, Twentynine Palms, CA 92277

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

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

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

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a Florida corporation.

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

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

Countersigned By:

Authorized Officer or Agent
Mike Genest

Effective date: March 6, 2024 at 07:30 AM

The form of Policy or Policies of Title Insurance contemplated by this Report is:

CLTA Standard Coverage Owner's Policy - 2022

CLTA Standard Coverage Policy 1990 (04-08-14)

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

   A FEE

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

   Southwest Sea Land LLC, a Nevada limited liability company, subject to Item No. 2 of the Requirements and Item Nos. 8, 9 and 10 of the Exceptions

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): 0623-341-01-0-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF TWENTYNINE PALMS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 43 OF TRACT NO. 6578 IN PALMETTO HEIGHTS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 87 OF MAPS, PAGES 82 THROUGH 86, INCLUSIVE, RECORDS OF SAN BERNARDINO COUNTY.

EXCEPT THEREFROM, ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN DEEDS OF RECORD.

EXCEPTIONS

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

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.

2. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.

3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

   Note: If said supplementals (if any) are not posted prior to the date of closing, this company assumes no liability for payment thereof.

4. Water rights, claims or title to water, whether or not disclosed by the public records.

5. All easements, recitals, offers and dedications as shown on the official map

   Tract of: 6578

6. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

   Recording No: Book 5955, Page 750, of Official Records

   Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or trust deed made in good faith and for value.

   Modification(s) of said covenants, conditions and restrictions

   Recording No.: Book 6342, Page 168, of Official Records

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

   Granted to: California Water and Telephone Company, a corporation and California Electric Power Company, a corporation
   Purpose: Public Utilities
   Recording No.: Book 5984, Page 109, of Official Records
   Affects: said land more particularly described therein

8. The effect of a Deed as set forth below:

Grantor(s):	Danielle Ahmadieh, a single woman
Grantee(s):	Southwest Sea Land LLC, a Nevada limited liability company
Dated:	April 16, 2018
Recording Date:	April 25, 2018
Recording No.:	2018-149272, of Official Records

The Company requires that an affidavit (attached) be completed and executed by the above grantor and that said affidavit be acknowledged before a notary who is an employee of the title or escrow Company and then submitted to the Title Officer for review.

The Company further requires a statement of information from the above grantors in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matters which do not specifically describe said Land, but which if any do exist, may affect the title or impose liens or encumbrances thereon.

9. The effect of a Grant Deed

From:	Southwest Sea Land LLC, a Nevada limited liability company
To:	Nicholas D. Harmon, a single man
Dated:	October 28, 2019
Recording Date:	November 21, 2019
Recording No.:	2019-431843, of Official Records

10. Any invalidity or irregularity in the proceedings leading to the tax sale, by which the Vestee or their predecessor acquired title to said land, including but not limited to failure to properly give notice to all parties having a record interest in said land.

11. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

12. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the Public Records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

END OF EXCEPTIONS

PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

REQUIREMENTS

1. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),

   Party(s): All Parties

   The Company reserves the right to add additional items or make further requirements after review of the requested Statement of Information.

   NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

2. The Company requires the Seller/Owner to obtain copies of all notice of mailings from the Tax Collector's Office given prior to the auction held wherein the Seller/Owner acquired title to the subject property. Said copies shall be presented to the Company for review prior to closing.

   The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

3. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below:

   Limited Liability Company: Southwest Sea Land LLC, a Nevada limited liability company

   a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member

   b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps

   c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member

   d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

   e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing

   The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

END OF REQUIREMENTS

INFORMATIONAL NOTES

1. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

2. Note: None of the items shown in this report will cause the Company to decline to attach ALTA Endorsement Form 9 to an Extended Coverage Loan Policy, when issued.

3. NOTE: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

4. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

5. Property taxes, for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax ID No.:	0623-341-01-0-000
Fiscal Year:	2023-2024
1st Installment:	$105.28
2nd Installment:	$105.25
Exemption:	$0.00
Land:	$3,679.00
Improvements:	$0.00
Personal Property:	$0.00
Code Area:	019-001
Bill No.:	230502061

6. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.

7. Unless this company is in receipt of WRITTEN instructions authorizing a particular policy, Fidelity Title will AUTOMATICALLY issue the American Land Title Association Homeowner's Policy (02/03/10) for all qualifying residential 1-4 properties/transactions to insure the buyer at the close of escrow.

8. If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the 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 faced typed 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.

9. 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.

10. NOTE: Amended Civil Code Section 2941, which becomes effective on January 1, 2002, sets the fee for the processing and recordation of the reconveyance of each Deed of Trust being paid off through this transaction at $45.00. The reconveyance fee must be clearly set forth in the Beneficiary's Payoff Demand Statement ("Demand"). In addition, an assignment or authorized release of that fee, from the Beneficiary to the Trustee of record, must be included. An example of the required language is as follows:

    The Beneficiary identified above hereby assigns, releases or transfers to the Trustee of record, the sum of $45.00, included herein as 'Reconveyance Fees', for the processing and recordation of the Reconveyance of the Deed of Trust securing the indebtedness covered hereby, and the escrow company or title company processing this pay-off is authorized to deduct the Reconveyance Fee from this Demand and forward said fee to the Trustee of record or the successor Trustee under the Trust Deed to be paid off in full.

    In the event that the reconveyance fee and the assignment, release or transfer are not included within the demand statement, then Fidelity National Title Insurance Company and its Underwritten Agent may decline to process the reconveyance and will be forced to return all documentation directly to the Beneficiary for compliance with the requirements of the revised statute.

11. Note: Part of the RESPA Rule to simplify and Improve the Process of Obtaining Mortgages and Reduce Consumer Settlement Costs requires the settlement agent to disclose the agent and underwriter split of title premiums, including endorsements as follows

    Line 1107 is used to record the amount of the total title insurance premium, including endorsements, that is retained by the title agent. Fidelity National Title Company retains 88% of the total premium and endorsements.

    Line 1108 used to record the amount of the total title insurance premium, including endorsements, that is retained by the title underwriter. Fidelity National Title Insurance Company retains 12% of the total premium and endorsements.

12. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.

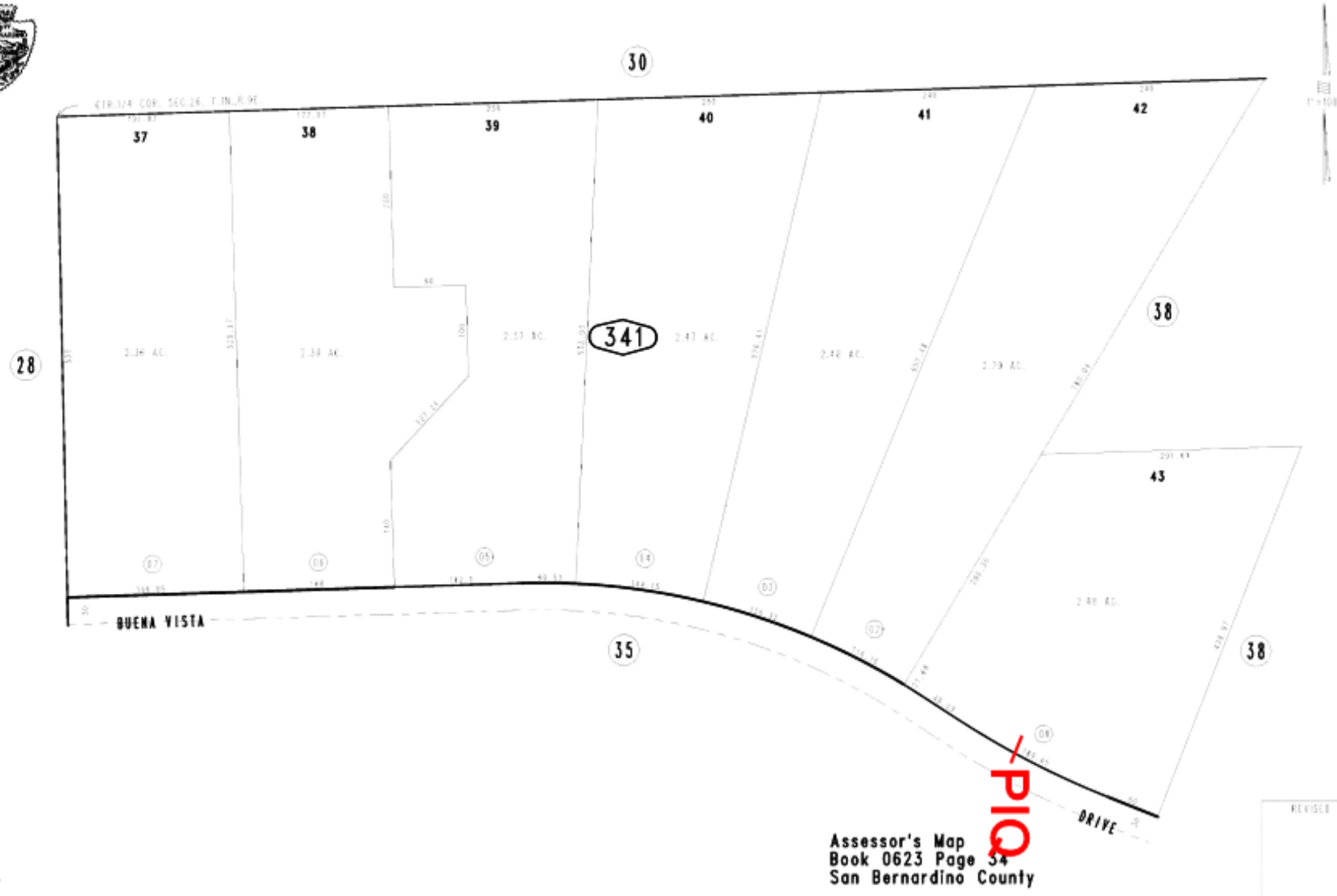
END OF INFORMATIONAL NOTES

THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY.

Ptn. Tract No. 6578, Palmetto Heights, M.B. 87/82-86

City of Twentynine Palms
Tax Rate Area
19001

0623- 34



Assessor's Map
Book 0623 Page 34
San Bernardino County

March 2005

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

03.26.24 @ 07:33 AM by: -01500.071051-IE2401918

FIDELITY NATIONAL FINANCIAL
CALIFORNIA PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This California Privacy Notice explains how we collect, use, and disclose Personal Information, when and to whom we disclose such information, and the rights you, as a California resident ("Consumer"), have regarding your Personal Information ("California Privacy Rights"). "Personal Information" means information that identifies, relates to, describes, and is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. If FNF has collected, used, or disclosed your Personal Information in relation to a job application or employment, independent contractor, officer, owner, or director relationship with FNF, FNF's practices are discussed in our Notice at Collection for Prospective Employees, available at ***Prospective California Employees***.

Some subsidiaries maintain separate California Privacy Notices or privacy statements. If a subsidiary has a separate California Privacy Notice, it will be available on the subsidiary's website, and this California Privacy Notice does not apply.

Collection of categories of Personal Information:

In the preceding twelve (12) months FNF has collected, and will continue to collect, the following categories of Personal Information from you:

- Identifiers such as name, address, telephone number, IP address, email address, account name, social security number, driver's license number, state identification card, passport number, financial information, date of birth, or other similar identifiers;
- Characteristics of protected classifications under California or Federal law;
- Commercial information, including records of personal property, products or services purchased, or other purchasing or consuming histories;
- Internet or other electronic network activity information including, but not limited to browsing history on FNF websites, and information regarding a Consumer's interaction with an FNF website;
- Geolocation data;
- Professional or employment information;
- Education Information.

This Personal Information is collected from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with FNF, our affiliates, or others;
- Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities, or from internet service providers, data analytics providers, and social networks;
- Information from the use of our websites and mobile applications;
- Information we receive directly from you related to doing business with us.

This Personal Information is collected for the following business purposes:

- To provide products and services to you or in connection with a transaction involving you;
- To perform a contract between FNF and the Consumer;
- To improve our products and services;
- To comply with legal obligations;
- To protect against fraudulent or illegal activity;
- To communicate with you about FNF or our affiliates;

- To maintain an account with FNF or our affiliates;
- To provide, support, personalize, and develop our websites, products, and services;
- To provide reviews and testimonials about our services, with your consent;
- To directly market our products to consumers;
- As described to you when collecting your Personal Information or as otherwise set forth in the California Consumer Privacy Act.

Disclosures of Personal Information for a business purpose:

In the preceding twelve (12) months FNF has disclosed, and will continue to disclose, the categories of Personal Information listed above for a business purpose. We may disclose Personal Information for a business purpose to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your prior consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service Providers and non-affiliated third parties such as internet service providers, data analytics providers, and social networks;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

Sale of Personal Information:

In the preceding twelve (12) months, FNF has not sold or shared Personal Information. FNF does not sell or share Personal Information.

Retention Periods:

Due to the breadth and variety of data collected by FNF, it is not possible for us to provide you with a comprehensive list of timeframes during which we retain each category of Personal Information. FNF retains categories of information as reasonably necessary to satisfy the purpose for which we collect the information. This time period varies depending on the purpose for which we collected the information, the nature and frequency of our interactions and relationship with you, whether we have a legal basis to continue retaining the information, industry practices, the value and sensitivity of the information, and state and federal recordkeeping requirements.

Personal Information of minors:

FNF does not knowingly collect the Personal Information of minors. FNF does not sell or share the information of consumers under sixteen (16) years of age.

Sensitive Personal Information:

FNF does not use or disclose sensitive Personal Information for any purposes other than those specified in the California Consumer Privacy Act.

Right to know:

Consumers have a right to know about Personal Information collected, used, disclosed, shared, or sold, including the categories of such Personal Information, as well as the purpose for such collection, use, disclosure, sharing, or selling, categories of third parties to whom Personal Information is disclosed, shared or sold, and the specific pieces of Personal Information collected about the consumer. Consumers have the right to request FNF disclose what Personal Information it collected, used, and disclosed in the past twelve (12) months.

Right to request deletion:

Consumers have a right to request the deletion of their Personal Information, subject to certain exceptions.

Right to Correct:

Consumers have the right to correct inaccurate Personal Information.

Right to non-discrimination:

Consumers have a right not to be discriminated against because of exercising their consumer privacy rights. We will not discriminate against Consumers for exercising any of their California Privacy Rights.

Privacy Requests:

To exercise any of your California Privacy Rights, or if acting as an authorized agent on behalf of another individual, please visit *California Privacy Request*, call us Toll Free at 888-413-1748, or write to the address at the end of this notice.

Upon making a California Privacy Request, FNF will verify the consumer's identity by requiring an account, loan, escrow number, or other identifying information from the consumer.

The above-rights are subject to any applicable rights and obligations including both Federal and California exemptions rendering FNF, or Personal Information collected by FNF, exempt from certain CCPA requirements.

A Consumer may use an Authorized Agent to submit any CCPA request. Authorized agents' requests will be processed like any other CCPA request, but FNF will also require the Consumer provide the agent's written permission to make the request and verify his or her identity with FNF.

FNF website services for mortgage loans:

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice describing the categories, sources, and uses of your Personal Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Information. FNF does not share Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

California Privacy Notice - Effective Date:

This California Privacy Notice was last updated on December 1, 2023.

Contact for more information:

For questions or concerns about FNF's California Privacy Notice and privacy practices, or to exercise any of your California Privacy Rights, please visit ***California Privacy***, call Toll Free 888-413-1748, or contact us by mail at the below address.

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies	**Underwritten by FNF Underwriters**
CTC - Chicago Title Company	CTIC - Chicago Title Insurance Company
CLTC - Commonwealth Land Title Company	CLTIC - Commonwealth Land Title Insurance Company
FNTC - Fidelity National Title Company of California	FNTIC - Fidelity National Title Insurance Company
FNTCCA - Fidelity National Title Company of California	FNTIC - Fidelity National Title Insurance Company
TICOR - Ticor Title Company of California	CTIC - Chicago Title Insurance Company
LTC - Lawyer's Title Company	CLTIC - Commonwealth Land Title Insurance Company
SLTC - ServiceLink Title Company	CTIC - Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)
The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)
On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

WIRE SAFE™ | Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
http://www.fbi.gov

Internet Crime Complaint Center:
http://www.ic3.gov

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Fidelity National Title Company

OWNER'S DECLARATION

Escrow No.: IE2401918
Property: Buena Vista Dr, Twentynine Palms, CA 92277

The undersigned hereby declares as follows:

1. (Fill in the applicable paragraph and strike the other)

   A. Declarant ("Owner") is the owner or lessee, as the case may be, of certain premises located at Buena Vista Dr, Twentynine Palms, CA 92277, further described as follows: See Preliminary Report/Commitment No. IE2401918 for full legal description (the "Land").

   B. Declarant is the _____ of _____ ("Owner"), which is the owner or lessee, as the case may be, of certain premises located at Buena Vista Dr, Twentynine Palms, CA 92277, further described as follows: See Preliminary Report/Commitment No. IE2401918 for full legal description (the "Land").

2. (Fill in the applicable paragraph and strike the other)

   A. During the period of six (6) months immediately preceding the date of this declaration no work has been done, no surveys or architectural or engineering plans have been prepared, and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on the Land or in connection with the improvement of the Land in any manner whatsoever.

   B. During the period of six (6) months immediately preceding the date of this declaration certain work has been done and materials furnished in connection with _____ upon the Land in the approximate total sum of $_____, but no work whatsoever remains to be done and no materials remain to be furnished to complete the construction in full compliance with the plans and specifications, nor are there any unpaid bills incurred for labor and materials used in making such improvements or repairs upon the Land, or for the services of architects, surveyors or engineers, except as follows: _____. Owner, by the undersigned Declarant, agrees to and does hereby indemnify and hold harmless Fidelity National Title Insurance Company against any and all claims arising therefrom.

3. Owner has not previously conveyed the Land; is not a debtor in bankruptcy (and if a partnership, the general partner thereof is not a debtor in bankruptcy); and has not received notice of any pending court action affecting the title to the Land.

4. Except as shown in the above referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied mortgages, deeds of trust, Uniform Commercial Code financing statements, regular assessments, special assessments, periodic assessments or any assessment from any source, claims of lien, special assessments, or taxes that constitute a lien against the Land or that affect the Land but have not been recorded in the public records. There are no violations of the covenants, conditions and restrictions as shown in the above referenced Preliminary Report/Commitment.

5. The Land is currently in use as _____; _____ occupy/occupies the Land; and the following are all of the leases or other occupancy rights affecting the Land:

   _____

6. There are no other persons or entities that assert an ownership interest in the Land, nor are there unrecorded easements, claims of easement, or boundary disputes that affect the Land.

7. There are no outstanding options to purchase or rights of first refusal affecting the Land.

8. That the undersigned has not received any written notice of violation of any covenants, conditions or restrictions, if any, affecting the Land.

OWNER'S DECLARATION

(continued)

9. That there are no outstanding unpaid sellers or suppliers of PACA/PASA commodities or products incurred by the Lessee, except:

   _____

   _____

10. That no notices of claim or notices of intent to preserve claim rights have been received by the Company from PACA/PASA sellers or suppliers of the Lessee, except:

    _____

    _____

This declaration is made with the intention that Fidelity National Title Insurance Company (the "Company") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Owner, by the undersigned Declarant, agrees to indemnify the Company against loss or damage (including attorneys' fees, expenses, and costs) incurred by the Company as a result of any untrue statement made herein. Additionally, Owner, by the undersigned Declarant, agrees to indemnify and hold the Company harmless during the gap period between the last title examination of the Land that was conducted by, for and/or on behalf of the Company, and the time when the deed, assignments and any other documents creating priority of title are recorded in connection with the sale and/or transfer of the Land.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on March 26, 2024 at 07:34 AM.

_____

Nicholas D Harmon

ALTA INFORMATION COLLECTION FORM

American Land Title Association
Protecting the American Dream Since 1907

Under 31 U.S.C. § 5326(a), the Treasury Department's Financial Crimes Enforcement Network (FinCEN) issued a Geographic Targeting Order to title insurance companies requiring the collection of beneficial ownership information for certain real estate transactions.

Please complete the below questionnaire. This Company will rely on the answers provided to meet its reporting obligations.

Who is completing this form?

Name	Position/Title	Company/Law Firm	
Postal Address (Headquarters)	City	State	Zip
Phone	Email	Fax	

Transactional Information

Property Address *(If multiple properties see NOTE below):*			
City	State	Zip	County
Date of Settlement	Total purchase price *(If multiple properties see NOTE below)* $		
Type of Transaction: ☐ Residential (1-4 family) ☐ Commercial	Bank Financing: ☐ Yes ☐ No		
Purchaser type: ☐ Natural Person ☐ Corporation ☐ LLC ☐ Partnership ☐ Other			

NOTE: *If more than one property is purchased, list each address and purchase price on an addendum.*

Purchase Funds Information

Total Amount paid by below instruments: $	
Which type of Monetary Instruments were used *(Use check boxes below)*	
☐ U.S. Currency (Paper money and coin)	
☐ Foreign Currency	Country:
☐ Cashier's check(s)	☐ Money order(s)
☐ Certified check(s)	☐ Personal or Business check(s)
☐ Wire or other funds transfer(s)	☐ Virtual Currency



ALTA INFORMATION COLLECTION FORM

American Land Title Association
Protecting the American Dream Since 1907

Individual Primarily Representing Purchaser

(Defined as the individual authorized by the entity to enter into legally binding contracts.)

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)				
Type of ID		Issuing State or Country	Gov't ID No.	
Last Name		First Name		M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. *(if none write N/A)*	% of ownership	
Address		City	State	Zip

Purchaser's Name and Address

Name of Purchaser			
Taxpayer ID No. or EIN *(if none write N/A)*	Doing Business Name (DBA) *(If none write N/A)*		
Address	City	State	Zip

Complete the following pages if the real estate purchase is being made by a corporation, LLC, partnership, or other legal entity. (Do not report trusts.)

For Corporations, LLCs, Partnerships and Other Entities provide the information for:

- Each **BENEFICIAL OWNER** defined as an individual who, directly or indirectly, owns Twenty-Five Percent (25%) or more of the equity interests of the Purchaser.
- If a legal entity or a series of legal entities own the equity interests of the Purchaser, provide information for each **BENEFICIAL OWNER**, of each legal entity in the series of legal entities.

(Note: It is NOT necessary to complete the address fields if the information is on a legible copy of the government issued ID submitted to the title underwriter.)

American Land Title Association
Protecting the American Dream Since 1907

ALTA INFORMATION COLLECTION FORM

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)				
Type of ID		Issuing State or Country	Gov't ID No.	
Last Name		First Name		M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. *(if none write N/A)*	% of ownership	
Address		City	State	Zip

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)				
Type of ID		Issuing State or Country	Gov't ID No.	
Last Name		First Name		M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. *(if none write N/A)*	% of ownership	
Address		City	State	Zip

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)				
Type of ID		Issuing State or Country	Gov't ID No.	
Last Name		First Name		M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. *(if none write N/A)*	% of ownership	
Address		City	State	Zip

American Land Title Association
Protecting the American Dream Since 1907

ALTA INFORMATION COLLECTION FORM

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)				
Type of ID		Issuing State or Country	Gov't ID No.	
Last Name		First Name		M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. *(if none write N/A)*	% of ownership	
Address		City	State	Zip

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)				
Type of ID		Issuing State or Country	Gov't ID No.	
Last Name		First Name		M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. *(if none write N/A)*	% of ownership	
Address		City	State	Zip

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)				
Type of ID		Issuing State or Country	Gov't ID No.	
Last Name		First Name		M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. *(if none write N/A)*	% of ownership	
Address		City	State	Zip



ALTA INFORMATION COLLECTION FORM

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)				
Type of ID		Issuing State or Country	Gov't ID No.	
Last Name		First Name		M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. *(if none write N/A)*	% of ownership	
Address		City	State	Zip

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)				
Type of ID		Issuing State or Country	Gov't ID No.	
Last Name		First Name		M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. *(if none write N/A)*	% of ownership	
Address		City	State	Zip

I declare that to the best of my knowledge, the information I have furnished is true, correct and complete. I understand that this Title Company will rely on this information for the purposes of completing any reports made pursuant to an obligation under 31 U.S.C. § 5326(a).

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

Signature:	Date:
Type or Print Name:	Title:

UNINSURED DEED AFFIDAVIT
DECLARATION OF CONVEYANCE

Order No.: IE2401918
Property: Buena Vista Dr
Twentynine Palms, CA 92277

This declaration is in connection with the deed recorded April 25, 2018 as Instrument No. 2018-149272, of Official Records executed by the undersigned, a copy of which is attached for reference.

The undersigned declares as follows:

1. That the undersigned did execute and deliver the subject deed to the Grantee or authorized representative.
2. That the undersigned, in the execution and delivery of the subject deed, acted voluntarily and did not act under coercion or duress.
3. That the undersigned no longer has any interest in the property described in the subject deed.
4. That the obligations of Southwest Sea Land LLC, a Nevada limited liability company, the Grantee, to the undersigned in connection with the transfer of the property described in the subject deed have been fully paid and/or satisfied.

This declaration is made for the protection of the parties involved in the transfer of title and their successors.

This declaration is also for the protection of Fidelity National Title Company who must rely on this document as a legal and proper transfer in connection with the issuance of policies of title insurance.

The undersigned will testify as to the truth of facts set forth hereinabove in the event an action is instituted disputing these facts.

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

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

UNINSURED DEED AFFIDAVIT
DECLARATION OF CONVEYANCE
(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 _____

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20___, by

_____,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____
Signature

Fidelity National Title Company

STATEMENT OF INFORMATION
CONFIDENTIAL INFORMATION
FOR YOUR PROTECTION

Escrow No.: IE2401918

Completion of this statement expedites your application for title insurance, as it assists in establishing identity, eliminating matters affecting persons with similar names and avoiding the use of fraudulent or forged documents. Complete all blanks (please print) or indicate "none" or "N/A." If more space is needed for any item(s), use the reverse side of the form. Each party (and spouse/domestic partner, if applicable) to the transaction should personally sign this form.

NAME AND PERSONAL INFORMATION

_____ Date of Birth _____
First Name Middle Name (If none, indicate) Last Name Maiden Name

Home Phone _____ Business Phone _____ Birthplace _____

Cell Phone _____ Fax _____ Email _____

Social Security No. _____ Driver's License No. _____

List any other name you have used or been known by _____

State of residence _____ I have lived continuously in the U.S.A. since _____

Are you currently married? ☐ Yes ☐ No Are you currently a registered domestic partner? ☐ Yes ☐ No

If yes, complete the following information:

Date and place of marriage _____

Spouse/Domestic Partner _____ Date of Birth _____
First Name Middle Name (If none, indicate) Last Name Maiden Name

Home Phone _____ Business Phone _____ Birthplace _____

Cell Phone _____ Fax _____ Email _____

Social Security No. _____ Driver's License No. _____

List any other name you have used or been known by _____

State of residence _____ I have lived continuously in the U.S.A. since _____

****

CHILDREN

Child Name: _____ Date of Birth: _____ Child Name: _____ Date of Birth: _____

Child Name: _____ Date of Birth: _____ Child Name: _____ Date of Birth: _____

(if more space is required, use reverse side of form)

****

RESIDENCES (LAST 10 YEARS)

_____
Number & Street City From (date) to (date)

_____
Number & Street City From (date) to (date)

(if more space is required, use reverse side of form)

****

OCCUPATIONS/BUSINESSES (LAST 10 YEARS)

_____
Firm or Business Name Address From (date) to (date)

_____
Firm or Business Name Address From (date) to (date)

(if more space is required, use reverse side of form)

****

SPOUSE'S/DOMESTIC PARTNER'S OCCUPATIONS/BUSINESSES (LAST 10 YEARS)

_____
Firm or Business Name Address From (date) to (date)

_____
Firm or Business Name Address From (date) to (date)

(if more space is required, use reverse side of form)

****

STATEMENT OF INFORMATION
CONFIDENTIAL INFORMATION FOR YOUR PROTECTION
(continued)

PRIOR MARRIAGE(S) and PRIOR DOMESTIC PARTNERSHIP(S)

Any prior marriages or domestic partnerships for either person? _____ If yes, complete the following:

Prior spouse's (Party A) name: _____ Prior Spouse of Party A: _____

Marriage ended by: ☐ Death ☐ Divorce/Dissolution ☐ Nullification Date of Death/Divorce: _____

Prior spouse's (Party B) name: _____ Prior Spouse of Party B: _____ Spouse

Marriage ended by: ☐ Death ☐ Divorce/Dissolution ☐ Nullification Date of Death/Divorce: _____

(if more space is required, use reverse side of form)

****

INFORMATION ABOUT THE PROPERTY

Buyer intends to reside on the property in this transaction: ☐ Yes ☐ No

Owner to complete the following items

Street Address of Property in this transaction: _____

The land is ☐ unimproved; or improved with a structure of the following type: ☐ A Single or 1-4 Family ☐ Condo Unit ☐ Other _____

Improvements, remodeling or repairs to this property have been made within the past six (6) months: ☐ Yes ☐ No

If yes, have all costs for labor and materials arising in connection therewith been paid in full? ☐ Yes ☐ No

Any current loans on property? _____ If yes, complete the following:

Lender_____ Loan Amount_____ Loan Account No._____

Lender_____ Loan Amount_____ Loan Account No. _____

****

The undersigned declare, under penalty of perjury, that the foregoing is true and correct.

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

_____ _____
Signature Date

_____
Print Name

_____ _____
Signature Date

_____
Print Name

(Note: If applicable, both spouses/domestic partners must sign.)

THANK YOU.

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990 (11-09-18)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;

   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

   (c) resulting in no loss or damage to the insured claimant;

   (d) attaching or created subsequent to Date of Policy; or

   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(*Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here*)

ATTACHMENT ONE
(CONTINUED)

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE OWNER'S POLICY (02-04-22)
EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy.

   Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.

7 Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

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 at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(*Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here*)

ATTACHMENT ONE
(CONTINUED)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21)
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We 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) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, or regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by You;
   b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
   c. resulting in no loss or damage to You;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
   e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
   a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
   b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.

   Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

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

- For Covered Risk 16, 18, 19 and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

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

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 5,000.00

ATTACHMENT ONE
(CONTINUED)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)

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.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

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

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

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

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 5,000.00

ATTACHMENT ONE
(CONTINUED)

ALTA OWNER'S POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

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 at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

ATTACHMENT ONE
(CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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:

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

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 at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.]
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

Fidelity National Title Company

OWNER'S AFFIDAVIT

No Deed of Trust-Residential

(to induce sale of and/or loan on premises and title insurance coverage)

The Undersigned, being duly sworn according to law, deposes and says:

1. I am/We are_____.
2. I am/We are the record title holder of the real estate known and described as:

   _____

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
3. I/We do not have a loan which is secured by this real estate, so there are no loans to be paid with the proceeds from the settlement.
4. This Affidavit is made for the purpose of inducing the Title Company to insure the title of the property in reliance upon the accuracy of the facts stated herein. Wherever the context so requires, the singular includes the plural.

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

OWNER:

_____ _____
Signature Date

_____
Print Name

_____ _____
Signature Date

_____
Print Name

OWNER'S AFFIDAVIT
(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 _____

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20___, by

_____,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____
Signature

EXHIBIT "A"

Legal Description

TRACT 6578
PALMETTO HEIGHTS.
BEING A SUBDIVISION OF THE SE ¼ OF
SECTION 26, T. 1 N., R. 9 E., S.B.B.& M.
SAN BERNARDINO COUNTY, CALIF.
BY
HATCH and BUCK SURVEYORS.
Twentynine Palms and Yucca Valley, Calif.

OWNER'S CERTIFICATE:

We hereby certify that we are all and the only parties having any record title interest in the land subdivided as shown on the annexed map, and we consent to the preparation and recordation of this final map, and we hereby dedicate to the County of San Bernardino for public use all public thoroughfares, San Bernardino County drainage easements and Lots "A" "B" and "C" as future streets shown on said map within said subdivision, and we hereby reserve to ourselves, our heirs and assigns, for the use and benefit of the several public utility companies which are authorized to serve in said subdivision, easements for public utility purposes, delineated on said map as P.U.E. and further by the recordation of this map we hereby dedicate to the County of San Bernardino all rights of vehicular ingress to or egress from lots "A" "B" and "C" over and across the Easterly, Southerly and Westerly lines of said lots abutting Isleta Road, El Paseo Drive and Bullion Mountain Road, respectively, and further by the recordation of this map we hereby dedicate to the County of San Bernardino all rights of ingress to or egress from 29 Palms Highway over and across the Southerly line of 29 Palms Outer Highway North lying adjacent to lots numbered 1, 4, 5 and 8; and if and when 29 Palms Outer Highway North is improved and taken into the maintained system of the County, and is accepted, we further dedicate to the County of San Bernardino all rights of ingress to or egress from said 29 Palms Highway over and across the Southerly line of 29 Palms Outer Highway North lying adjacent to lots numbered 2, 3, 6 and 7.

Carmelo J. Piazza, Rosalia E. Piazza
Husband & Wife, Richard M. Seaga, Mary Ann Seaga

SECURITY TITLE INSURANCE COMPANY (As Trustee)

Ralph L. Faust
VICE PRESIDENT

Edith D. Smith
ASST SECRETARY

NOTARY ACKNOWLEDGMENT:

STATE OF CALIFORNIA } ss:
COUNTY OF SAN BERNARDINO }

On this 25th day of June 1963, before me R.W. Raney Notary Public in and for said County and State personally appeared Ralph L. Faust known to me to be the Vice President and Edith D. Smith known to me to be the the Assistant Secretary of the Security Title Insurance Company, the Corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

R.W. Raney R.W. Raney
Notary Public in and for said County and State.
My Commission expires 4-30-66

SURVEYOR'S CERTIFICATE:

We, William B. Hatch, Jr. and Gilbert D. Buck, a partnership, hereby certify that we are Licensed Land Surveyors of the State of California, and that this map consisting of 5 sheets is a true and complete representation of a survey made under our supervision in September, 1962 and that all the monuments shown hereon are of the character and occupy the positions indicated, and are sufficient to enable the survey to be retraced.

Dated June 12, 1963. HATCH and BUCK

by Gilbert D. Buck
LICENSED LAND SURVEYOR No. 2865

NOTARY ACKNOWLEDGMENT

STATE of CALIFORNIA } SS
COUNTY of SAN BERNARDINO }

On June 25, 1963 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Carmelo J. Piazza, Rosalia E. Piazza, Richard M. Seaga and Mary Ann Seaga, know to me to be the persons whose names are subscribed to the within instrument and acknowleged that they executed the same.
WITNESS my hand and official seal.

R.W. Raney R.W. Raney
Notary Public in and for said County and state
My Commission expires 4-30-66

ACCEPTANCE CERTIFICATE:

The County of San Bernardino, State of California, by and through its duly authorized officers, hereby approves of and accepts this map of Tract 6578, and the foregoing offers of dedication except for public thoroughfares and lots "A", "B" and "C", which are rejected, but accepts no obligation as to maintenance and improvement of San Bernardino County drainage easements.

Dated JULY 22, 1963

COUNTY OF SAN BERNARDINO.
STATE OF CALIFORNIA

ATTEST:
V. DENNIS WARDLE
County Clerk & Ex-Officio
Clerk of the Board of Supervisors.

By _____ CHAIRMAN, BOARD OF SUPERVISORS.

By Rudolph Florom Deputy.

BOARD OF SUPERVISORS' CERTIFICATE:

I hereby certify that a bond in the sum of $600.00 has been executed and filed with the Board of Supervisors of the County of San Bernardino, State of California, conditioned upon the payment of all taxes, State, County, Municipal, or local, and all special assessments, collected as taxes, which at the time of the filing of the annexed map with the County Recorder are a lien against said property, but not yet payable and that the subdivider has filed with me a certificate by the proper officer giving his estimate of the amount of said taxes and assessments, and said bond has been duly approved by said Board of Supervisors.

Dated: JULY 22, 1963

V. DENNIS WARDLE, County Clerk
and ex-Officio Clerk of Board of Supervisors.

By R. Dell Florom Deputy.

COUNTY SURVEYOR'S CERTIFICATE:

I hereby certify that I have examined the annexed map, that the subdivision shown thereon is substantially the same as it appeared on the tentative map and any approved alterations thereof, and that all the provisions of the Subdivision Map Act and San Bernardino County Ordinance No. 924 have been complied with, and I am satisfied that this map is technically correct.

Dated: July 23, 1963

J. W. ABBEY, County Surveyor.
County of San Bernardino, Calif.

By J. M. Mobbs Deputy

AUDITOR'S CERTIFICATE:

I hereby certify that according to the records of this office as of this date there are no liens against the real property shown upon the annexed map for unpaid State, County, Municipal or local taxes or special assessments collected as taxes, except taxes or special assessments not yet payable, estimated to be $600.00

Dated June 25, 1963

JOCELYN M. COX, County Auditor.
County of San Bernardino, Calif.

By L. Rae Faulkner Deputy.

NOTES:

Basis of Bearings: The bearing of N 89°19'55"E being the North line of this tract per R/S 5-17 was taken as the Basis of Bearings.

A 2"x2" redwood stake, painted orange and stamped L.S. 2091 is set at all lot corners and curve points unless otherwise shown.

—●— Indicates monuments found as shown

—○— Indicates monuments set, 1" O.D. I.P. or 3/4" I.P. as ties to St. & monuments, tagged: "L.S 2091".

Lots A, B, and C are future streets.

S.B.C.D.E. Indicates San Bernardino County Drainage Easement.

P.U.E. Indicates Public Utility Easement.

B.S.L. Indicates Building set-back line

Tract 6578 has 62 lots.

688

Recorded at Request of
Security Title Ins. Co.
Date July 25 1963
at 3:18 P. M.
in Book 87
Page 82-86 Maps
Records
By L.L. Atwood
Fee $1.00

3582

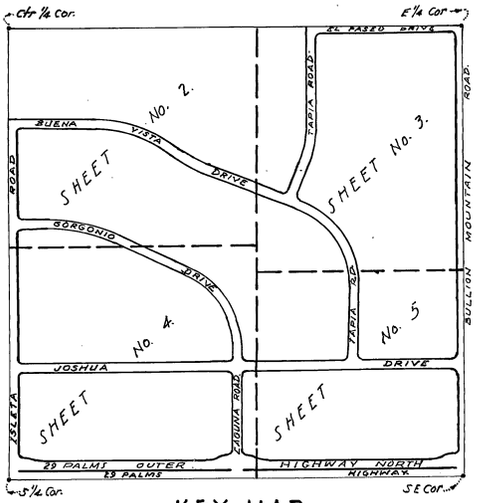
3582

8-82

TRACT 6578

"PALMETTO HEIGHTS"
"BEING A SUBDIVISION OF THE
SE¼ OF SECTION 26, T.1N, R.9E., S.B.B. & M.
SAN BERNARDINO COUNTY, CALIF.

HATCH and BUCK SURVEYORS.
Twentynine Palms and Yucca Valley, Calif.

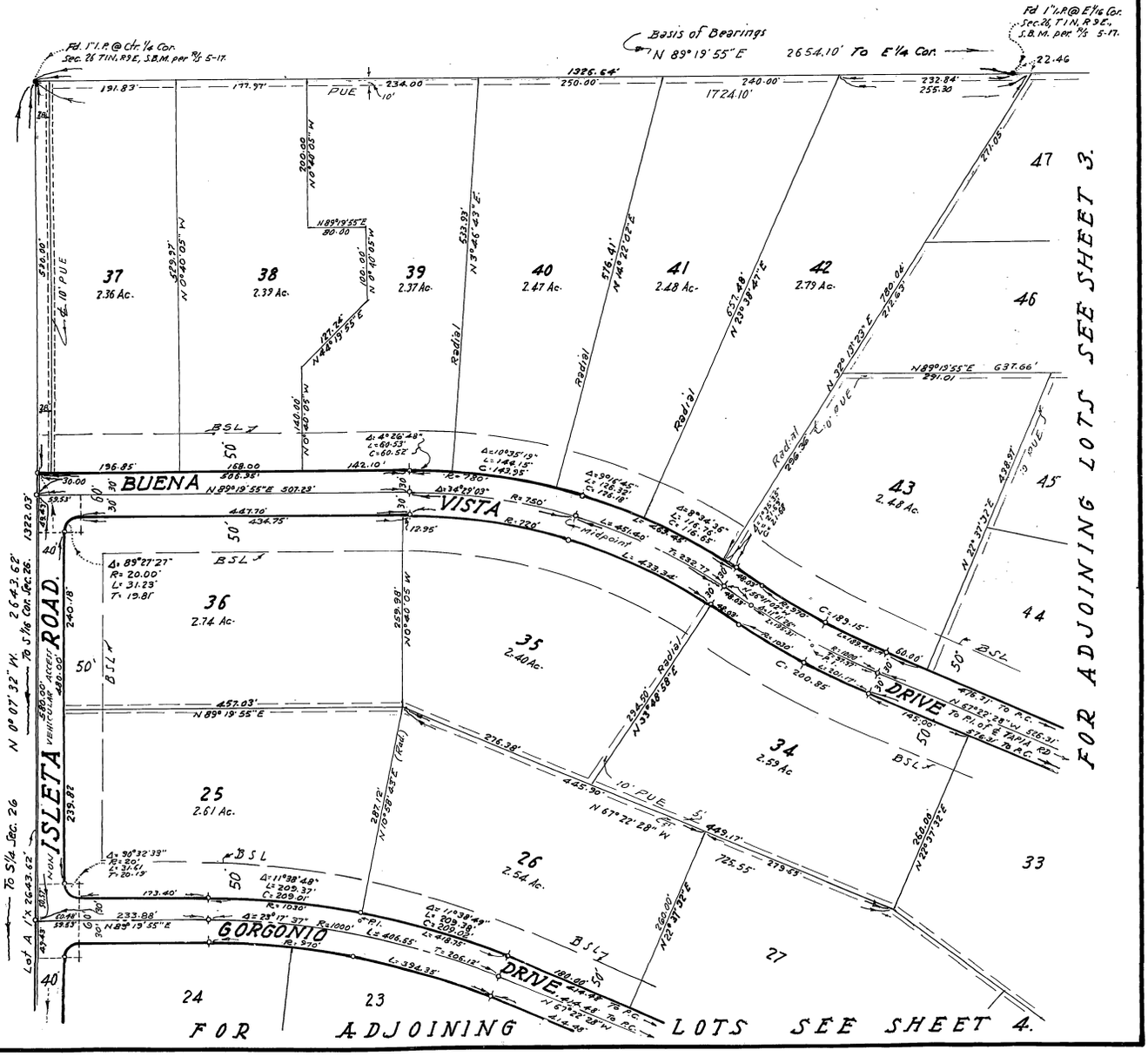


KEY MAP
SE¼ Section 26, T.1N, R.9E., S.B.B. & M.
Scale 1" = 500'

Scale 1" = 100'

NOTES:

Basis of Bearings: The bearing of N 89°19'55"E being the N line of this tract per R/S 5-17.
——●—— Indicates monument found as shown.
——○—— Indicates mon. set- 1"OD-IP or ¾" as St. & mon. ties tagged: "L.S 2091".
A 2" x 2" redwood stake stamped L.S. 2091. is set at all Lot corners and curve points on property lines.
S.B.C.D.E. denotes San Bernardino County Drainage Easement.
B.S.L. indicates Building Set-back line.
P.U.E. indicates Public Utility Easement.
Lots "A", "B" and "C" are future streets.
Tract 6578 has 62 lots.



35 of 35
83-78

TRACT 6578

"PALMETTO HEIGHTS"

BEING A SUBDIVISION OF THE

SE¼ OF SECTION 26, T.1N, R9E., S.B.B.&M.

SAN BERNARDINO COUNTY, CALIF.

HATCH and BUCK SURVEYORS.

Twentynine Palms and Yucca Valley, Calif.

358

NOTES:

Basis of Bearings: the bearing of N 89°19'55"E being the North line of this tract per R/S 5-17 was taken as the Basis of Bearings.

—●— Indicates monument found as shown.

—○— Indicates mon. set: 1" O.D.-I.P. or ¾" as ties to St. & mon. tagged "L.S 2091".

A 2"x2" redwood stake stamped L.S. 2091 is set at all lot corners and curve points on property lines.

S.B.C.D.E. denotes San Bernardino County Drainage Easement.

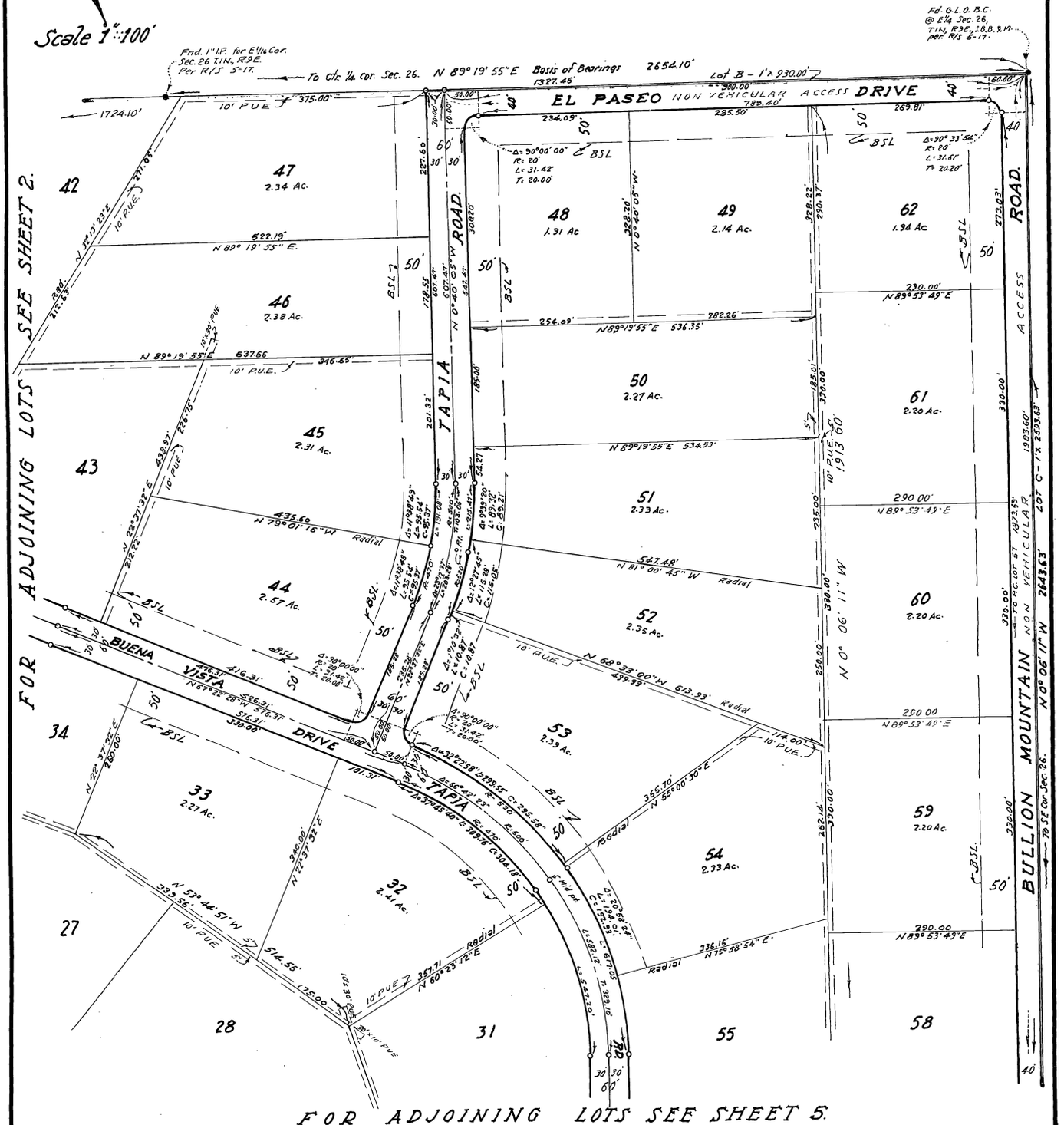
B.S.L. Indicates Building set-back line.

P.U.E. Indicates Public Utility Easement.

Lots 'A', 'B' and 'C' are future streets.

TRACT 6578 has 62 lots.

Scale 1"=100'



TRACT 6578

"PALMETTO HEIGHTS"

BEING A SUBDIVISION OF THE

SE¼ OF SECTION 26, T. 1 N., R. 9 E., S.B.B. & M.

SAN BERNARDINO COUNTY, CALIF.

HATCH and BUCK SURVEYORS.

Twentynine Palms and Yucca Valley, Calif.

Scale 1" = 100'

NOTES:

Basis of Bearings: The bearing of N 89°19'55"E being the North line of this tract per R/S 5-17 was taken as the basis of Bearings.

—●— Indicates monument found as shown.

—○— Indicates mon. set: 1" O.D. I.P. or ¾" as ties to St. & mon. tagged: "L.S. 2091".

A 2"x2" redwood stake stamped L.S. 2091 is set at all lot corners and curve points on property lines.

S.B.C.D.E. denotes San Bernardino County Drainage Easement.

B.S.L. indicates Building set-back line.

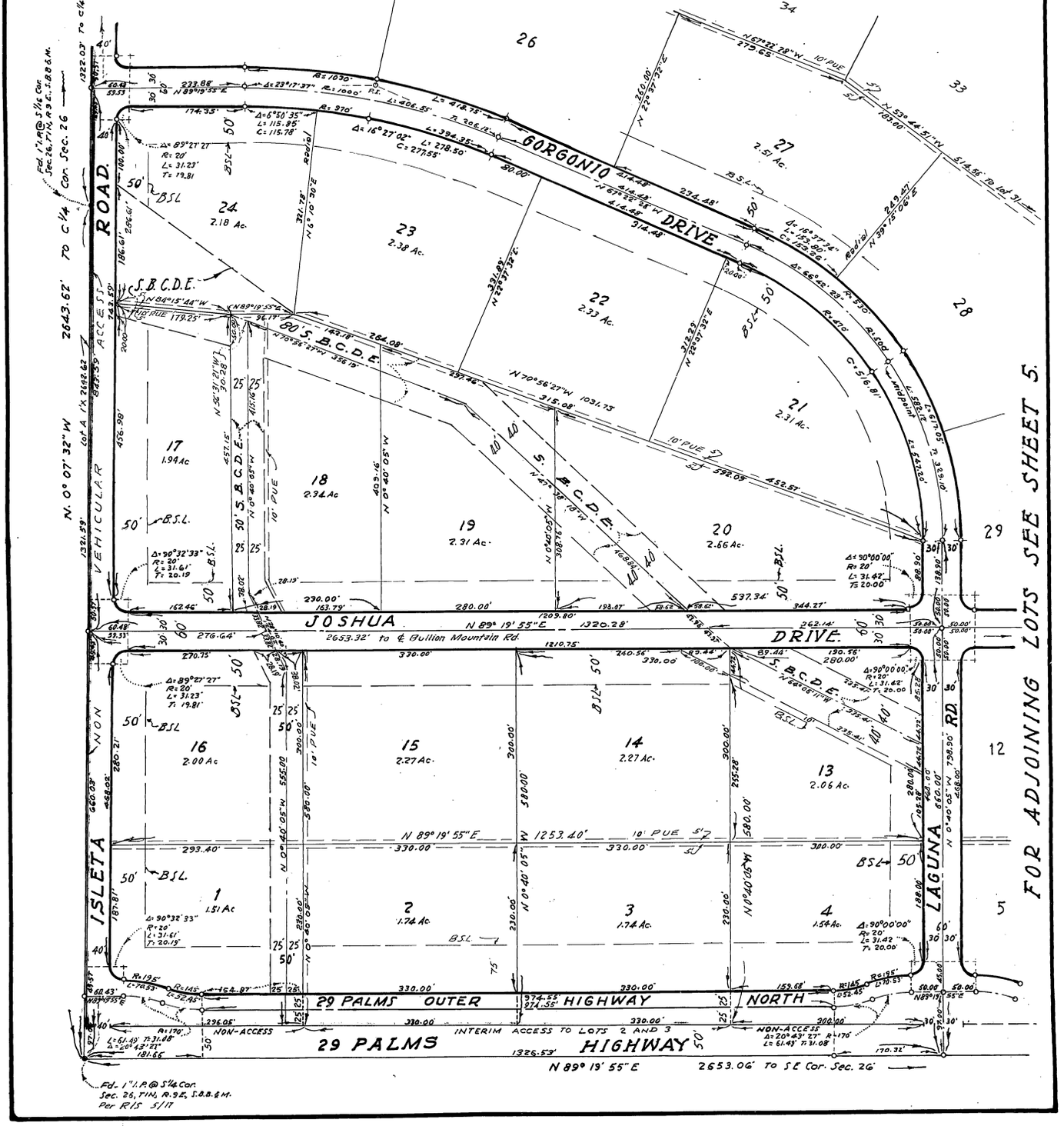
P.U.E. indicates Public Utility Easement.

Lots "A", "B", and "C" are future streets.

TRACT 6578 has 62 lots.

FOR ADJOINING LOTS SEE SHEET 2.

FOR ADJOINING LOTS SEE SHEET 5.



TRACT 6578

"PALMETTO HEIGHTS"

BEING A SUBDIVISION OF THE

SE¼ OF SECTION 26, T. 1 N., R. 9 E., S.B.B.& M.

SAN BERNARDINO COUNTY, CALIF.

HATCH and BUCK SURVEYORS.

Twentynine Palms and Yucca Valley, Calif.

Scale 1"=100'

NOTES:

Basis of Bearings: The bearing of N89°19'55"E being the North line of this tract per R/S 5-17.

——●—— Indicates monument found as shown.

——○—— Indicates mon. set: 1" O.D.I.P. or ¾" as ties to Sf. & mon. tagged "LS2091".

A 2"x2" redwood stake stamped L.S. 2091 is set at all lot corners and curve points on property lines.

S.B.C.D.E. denotes San Bernardino County Drainage Easement.

B.S.L. indicates Building Set-back line.

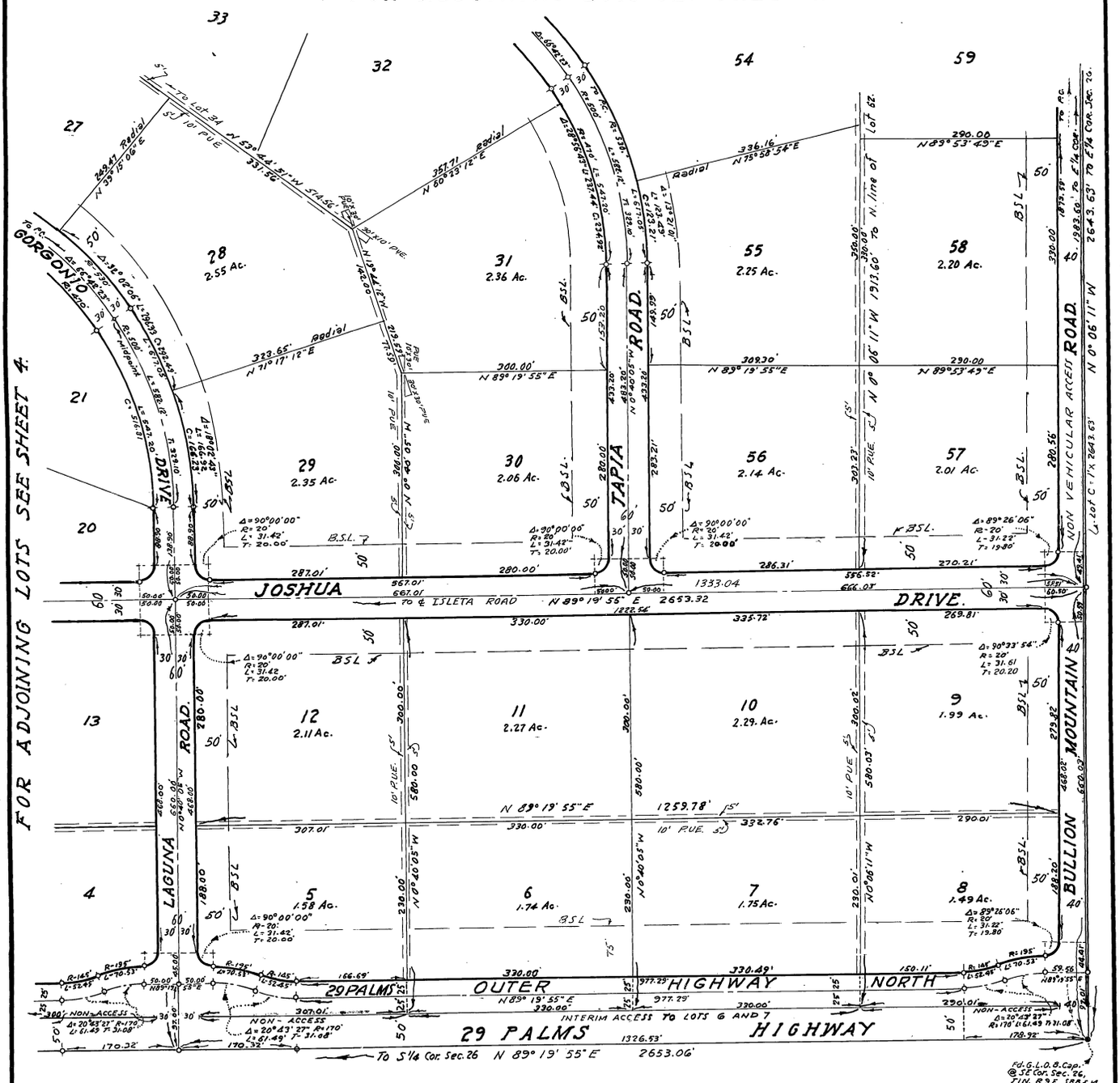
P.U.E. indicates Public Utility Easement.

Lots "A", "B" and "C" are future streets.

Tract 6578 has 62 lots.

FOR ADJOINING LOTS SEE SHEET 3.

FOR ADJOINING LOTS SEE SHEET 4.



3585

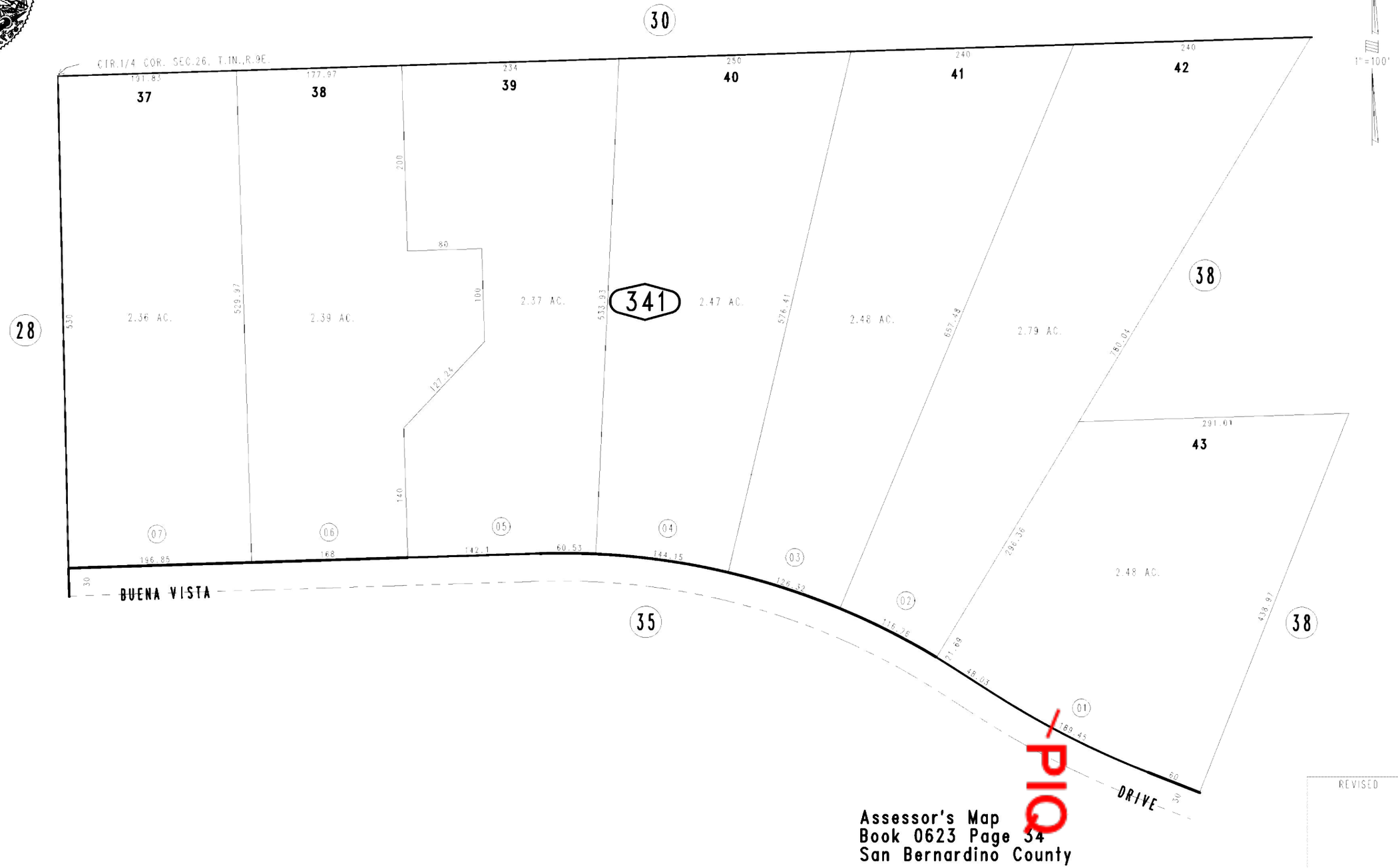
87-98

THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY.

Ptn. Tract No. 6578, Palmetto Heights, M.B. 87/82-86

City of Twentynine Palms
Tax Rate Area
19001

0623- 34



Assessor's Map
Book 0623 Page 34
San Bernardino County

March 2005

REVISED

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

The following notice is pursuant to California Government Code Section 12956.1(b)(1))

Notice

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Restrictive Covenant Modification

Under current state law, including AB1466 effective January 1, 2022, homeowners can request to modify property documents that contain unlawful discriminatory covenants. Government Code Section 12956.2 allows a person who holds an ownership interest of record in property that the person believes is the subject of an unlawfully restrictive covenant to record a Restrictive Covenant Modification document to have the illegal language stricken. Unlawful restrictions include those restrictions based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, national origin, source of income as defined in Government Code Section 12955subdivision (p), ancestry, or genetic information.

To Record a Restrictive Covenant Modification, you must:

- Complete a Restrictive Covenant Modification Form; this must be signed in front of a notary public.
- Attach a copy of the original document containing the unlawful restrictive language with the unlawful language stricken.
- Submit the completed document to the County Recorder.

This document requires the following:

1. Name(s) of current owner(s)
2. Identification of document page number and language in violation
3. Recording reference of document with unlawful restrictive covenant
4. Copy of referenced document attached complete with unlawful restrictive language stricken out
5. Signature(s) of owner(s)
6. Signature(s) acknowledged
7. Approval by County Counsel provided to County Recorder

Upon receipt, the Recorder's office will submit the document to County Counsel who will determine whether the original document contains any unlawful restrictions, as defined in Government Code Section 12956.2 subdivision (b). Only those determined to be in violation of the law will be recorded and those that are not, will be returned to the submitter unrecorded.

Please note that the County Recorder is not liable for modification not authorized by law. This is the sole responsibility of the holder of ownership interest who caused the modified recordation per Government Code Section 12956.2 subdivision (f).

Pursuant to the requirements of AB1466, and no later than July 1, 2022, the Assessor-County Clerk-Recorder will post an implementation plan outlining our strategy to identify records with discriminatory restrictions.

Recording Requested By

When recorded mail document to

_____

_____

_____

_____

Above Space for Recorder's Use Only

RESTRICTIVE COVENANT MODIFICATION

I (We) _____ have an ownership interest of record in the property located at _____ that is covered by the document described below.

The following referenced document contains a restrictive covenant based on race, color, religion, sex, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry that violates state and federal fair housing laws and that restriction is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive covenant as shown on page(s) _____ of the document recorded on _____ (date)

In book _____ and page _____ , or Document No. _____ of the Official records of the County of _____ , State of California.

The document referenced above was originally indexed in the following manner _____ _____ and this document shall be indexed in like manner pursuant to Section 12956.2 (e).

The effective date of the terms and conditions of this modification document shall be the same as the effective date of the original document referenced above.

Dated _____

➧ _____

➧ _____

_____
Printed Name(s)

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 _____ }

On _____ before me, _____, a Notary Public, personally appeared _____ 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/their/her authorized capacity(ies), and that by his/her/their signatures(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.

Signature _____

DECLARATION OF RESTRICTIONS

TRACT NO. 6578
PALMETTO HEIGHTS.
Being a Subdivision of the SE ¼ of
Section 26, T.I.N. R. 9 E; S.B.B. & M.

1. That all lots in said tract shall be used, improved and occupied in accordance with the uses prescribed by the San Bernardino County Zoning Ordinance under Zoning Classification "R-1", provided, however, that in the event such zoning classification be changed, the property herein described shall be subject to such uses as may be defined for the zone into which it may be reclassified.

2. That no residence erected on the lots of said tract No. 6578 shall be nearer to any street line than the building set back lines shown on the tract map nor closer to side and rear lot lines than 15 feet. That no fence, wall, or other dividing structure higher than 5½ feet shall be permitted within 50 feet of the front property line, or within 25 feet of any side street line.

3. Before the erection of any building, wall, or fence is started on said property, two complete sets of plans and specifications shall be submitted to the "Architectural Committee" and written approval obtained before any construction work is started. One set of plans and specifications will be retained by said committee. Such committee shall consist of at least three members appointed by CARMELO J. PIAZZA, his heirs, executors or assigns, with the power to make substitutions therein from time to time. Neither the said appointors nor any member of said committee shall be held responsible for any structural defect in said plans nor in any building or structure erected in accordance with such plans. Any dispute arising in regard to interpretation of these conditions shall be submitted to the Architectural Committee whose decision with respect thereto shall be final.

4. No billboards, of any kind shall be erected on said property without written consent of the Architectural Committee.

5. No residential dwellings of less than 800 square feet of usable floor space, excluding basements, porches, garages and carports, nor of a height in excess of one story will be approved.

6. No animals or fowl other than household pets shall be kept or maintained on said property.

7. No temporary building, trailer, basement, shack, garage, barn or other outbuilding in said tract shall at any time be used for human habitation temporarily or permanently.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood and there shall not be stored, kept, maintained, or permitted to be upon any portion of any of said lots, not fully enclosed by permanent building, any old metal, broken down machinery, or broken material commonly designated as "junk". Any collection or accumulation of trash, garbage, rubbish or weeds must be immediately removed from the premises and the lot shall be kept in an orderly condition at all times.

9. No part of said property shall be used for the purpose of exploring for or taking therefrom any gas, oil, or mineral substance.

10. All residences shall be completed and a Notice of Completion filed and accepted prior to occupancy.

11. If any owner of any lot in said property, or his heirs or assigns, shall violate any of the conditions, covenants and/or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such conditions, covenants and/or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

12. Provided, further, that invalidation of any one of these conditions, covenants and/or restrictions by judgment or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect. Provided, also, that a breach of any of the foregoing conditions, covenants and/or restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to said realty or any part thereof, but said conditions, covenants and/or restrictions shall be binding upon and effective against any subsequent owner of said realty.

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These Conditions shall run with the land and shall be binding upon all parties and all persons claiming under them until June 30, 1983, at which time said Conditions and Covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the owners of a majority of the lots in said Tract, it is agreed to change said Conditions in whole or in part.

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO } SS.

On July 22, 1963 before me, the undersigned, a Notary Public in and for said County and State, personally appeared CARMELO J. PIAZZA, ROSALIA E. PIAZZA, RICHARD M. SEAGE AND MARY ANN SEAGE

known to me to be the person S whose name S subscribed to the within instrument and acknowledged that they executed the same.

(Seal)

Signature R W Raney

SEAL R. W. Raney
Name (Typed or Printed)
Notary Public in and for said County and State

Misc.-166 (G.S.) Ack. Individual (Rev. 6-62) Staple

Carmelo J Piazza

Rosalia E Piazza

Richard M Seage

Mary Ann Seage

689

RECORDED
REQUEST OF

SECURITY TITLE INS. CO.

JUL 25 3 19 PM '63

BOOK 5955 PAGE 750
OFFICIAL RECORDS
SAN BERNARDINO COUNTY, CALIF.
Ted Robinson
RECORDER

280

END OF DOCUMENT

The following notice is pursuant to California Government Code Section 12956.1(b)(1))

Notice

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Restrictive Covenant Modification

Under current state law, including AB1466 effective January 1, 2022, homeowners can request to modify property documents that contain unlawful discriminatory covenants. Government Code Section 12956.2 allows a person who holds an ownership interest of record in property that the person believes is the subject of an unlawfully restrictive covenant to record a Restrictive Covenant Modification document to have the illegal language stricken. Unlawful restrictions include those restrictions based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, national origin, source of income as defined in Government Code Section 12955subdivision (p), ancestry, or genetic information.

To Record a Restrictive Covenant Modification, you must:

- Complete a Restrictive Covenant Modification Form; this must be signed in front of a notary public.
- Attach a copy of the original document containing the unlawful restrictive language with the unlawful language stricken.
- Submit the completed document to the County Recorder.

This document requires the following:

1. Name(s) of current owner(s)
2. Identification of document page number and language in violation
3. Recording reference of document with unlawful restrictive covenant
4. Copy of referenced document attached complete with unlawful restrictive language stricken out
5. Signature(s) of owner(s)
6. Signature(s) acknowledged
7. Approval by County Counsel provided to County Recorder

Upon receipt, the Recorder's office will submit the document to County Counsel who will determine whether the original document contains any unlawful restrictions, as defined in Government Code Section 12956.2 subdivision (b). Only those determined to be in violation of the law will be recorded and those that are not, will be returned to the submitter unrecorded.

Please note that the County Recorder is not liable for modification not authorized by law. This is the sole responsibility of the holder of ownership interest who caused the modified recordation per Government Code Section 12956.2 subdivision (f).

Pursuant to the requirements of AB1466, and no later than July 1, 2022, the Assessor-County Clerk-Recorder will post an implementation plan outlining our strategy to identify records with discriminatory restrictions.

Recording Requested By

When recorded mail document to

_____

_____

_____

_____

Above Space for Recorder's Use Only

RESTRICTIVE COVENANT MODIFICATION

I (We) _____ have an ownership interest of record in the property located at _____ that is covered by the document described below.

The following referenced document contains a restrictive covenant based on race, color, religion, sex, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry that violates state and federal fair housing laws and that restriction is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive covenant as shown on page(s) _____ of the document recorded on _____ (date)

In book _____ and page _____ , or Document No. _____ of the Official records of the County of _____ , State of California.

The document referenced above was originally indexed in the following manner _____ _____ and this document shall be indexed in like manner pursuant to Section 12956.2 (e).

The effective date of the terms and conditions of this modification document shall be the same as the effective date of the original document referenced above.

Dated _____

➧ _____

➧ _____

_____
Printed Name(s)

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 _____ }

On _____ before me, _____, a Notary Public, personally appeared _____ 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/their/her authorized capacity(ies), and that by his/her/their signatures(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.

Signature _____

BOOK 6342 PAGE 168

AMENDMENT TO DECLARATION OF RESTRICTIONS

Reference is hereby made to that certain Declaration of Restrictions executed by CARMELO J. PIAZZA, ROSALIA E. PIAZZA, RICHARD M. SEAGE AND MARY ANN SEAGE, and recorded July 25, 1963 in Book 5955, page 750, Official Records, affecting the following described property:

> Tract No. 6578, located in the County of San Bernardino, State of California, as per plat recorded in Book 87 of Maps, pages 82 to 86, inclusive, records of said County.

WHEREAS, CARMELO J. PIAZZA, ROSALIA E. PIAZZA, RICHARD M. SEAGE AND MARY ANN SEAGE, are the owners of all the lots in Tract No. 6578; and

WHEREAS, said owners have deemed it necessary to amend Article 6, to read as follows:

"6. No animals or fowl other than household pets shall be kept or maintained on said property. Horses may be permitted with the approval of the Architectural Control Committee."

All of the other terms of the Declaration of Restrictions hereby amended shall remain in full force and effect as though no amendment had been made thereto.

Dated: February 24, 1965

RECORDED AT REQUEST OF SECURITY TITLE INS. CO.
MAR 3 8 21 AM '65
BOOK 6342 PAGE 168
OFFICIAL RECORDS SAN BERNARDINO COUNTY, CALIF.

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Carmelo J. Piazza
Carmelo J. Piazza

Rosalia E. Piazza
Rosalia E. Piazza

Richard M. Seage
Richard M. Seage

Mary Ann Seage
Mary Ann Seage

STATE OF CALIFORNIA
COUNTY OF San Bernardino } SS.

On March 2, 1965 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Carmelo J. Piazza, Rosalia E. Piazza, Richard M. Seage and Mary Ann Seage, known to me to be the persons whose names subscribed to the within instrument and acknowledged that they executed the same.

Signature R. W. Raney

R. W. Raney
Name (Typed or Printed)
Notary Public in and for said County and State

FOR NOTARY SEAL OR STAMP

Misc-166 (G.S. Ack. Individual (Rev. 12-63) Staple

371

MARCH 3 1965 S AG

722

RECORDED REQUEST OF

BOOK 5984 PAGE 109

GRANTEE

Form 533 Rev. 7/62

RECORDING REQUESTED BY

After Recordation Return To:
CALIFORNIA ELECTRIC POWER COMPANY
P.O. Box 1029
San Bernardino, California

SEP 6 3 24 PM '63
BOOK 5984 PAGE 109
OFFICIAL RECORDS
SAN BERNARDINO COUNTY, CALIF.
Ted Lauchenter
RECORDER

Space above (this line) for Recorder's use

SUBDIVISION EASEMENTS

722

August 14, 1963

WHEREAS, CARMELO J. PIAZZA, ROSALIE E. PIAZZA, RICHARD M. SEAGE AND MARY ANN SEAGE

Grantor(s) owning all those certain lands located in the County of San Bernardino, State of California, and subdivided into blocks, lots, streets, alleys, highways and public places, which subdivided lands are hereinafter called "subdivision," all as described, delineated and shown on map or plat entitled TRACT NO. 6578 and recorded in Map Book No. 87 at Pages 82 to 86, incl Records of said County, desire(s) to make provision for having electricity and telephone service available and supplied by the Grantee(s) in said subdivision.

NOW, THEREFORE, the Grantor(s) do(es) hereby grant to the Grantee(s), CALIFORNIA ELECTRIC POWER COMPANY, a corporation, and CALIFORNIA WATER & TELEPHONE COMPANY, a corporation, its or their successors and assigns, right of way easements upon, over, along, across, above, under and beneath the hereinafter stated parts of said subdivision for the construction, installation, maintenance, operation, repair, inspection, alteration, replacement and removal of overhead electric and telephone lines or underground conduits and lines, or both overhead and underground lines and conduits, with supporting poles, crossarms, wires, guys, anchors, conduits, cables, boxes, underground and surface-mounted transformer enclosures, and necessary accessories, fixtures and appurtenances, for the transmission and distribution of electricity for any and all purposes for which the same may be used, and for telephone and other communication purposes, which right of way easements hereby granted are and shall be upon, over, along, across, above and/or under and beneath all of the streets, alleys, highways and public places, and all public utility easements, and upon, over, along, across, above and/or under and beneath, and within five (5) feet of, all division property lines (except such lines as coincide with boundary lines of streets and alleys) of said subdivision, and which are shown on the above mentioned map or plat; together with the right to trim, cut back and top such trees on said subdivision lands as may contact, obstruct, interfere with or endanger said electric and telephone lines, and the safe and proper maintenance and operation thereof, and the right of ingress and egress to and from said right of way easements and lines, and every part thereof, for all uses and purposes in the exercise of the easements and rights herein granted.

The Grantee(s) shall have the right to use the right of way easements herein granted, and to maintain, operate and use the electric and telephone lines and conduits (overhead and underground) for which said right of way easements are granted, for transmitting, distributing, extending and supplying electricity and telephone and other communication service to lands and owners or occupants thereof, and members of the public, within said subdivision, and to other lands and owners or occupants thereof, and members of the public, outside of and beyond said subdivision.

WITNESS:

Carmelo J. Piazza
Rosalie E. Piazza
Richard M Seage
Maryann Seage

STATE OF CALIFORNIA,
COUNTY OF San Bernardino } ss.

On Augusr 14th, 19 63, before me the undersigned, a Notary Public in and for said County and State, personally appeared Carmelo J Piazza, Rosalie E Piazza, Richard M Seage and Mary Ann Seage

(Individual)

known to me to be the person s whose name s subscribed to the within Instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.

(Seal) Earl L. Cotton

Notary Public in and for said County and State
My Commission Expires Sept. 2, 1966

SEAL

EARL L. COTTON
Print or Type Name of Notary

W.O. 912-912.1 Dwg.No. TR. No

Prepared By RIS:jp R/W Dept.

Book 29 P Page 84 By

Approved Attorney

Approved Engineer

END OF DOCUMENT

38000

Description: San Bernardino,CA Document - Book.Page 5984.109 Page: 1 of 1
Order: SDFSE''; Comment:

RECORDING REQUESTED BY:

Southwest Sea Land LLC

551 Carla Way, La Jolla, CA 92037

WHEN RECORDED RETURN TO:

Southwest Sea Land LLC

551 Carla Way

La Jolla, CA 92037

Recorded in Official Records, County of San Bernardino

BOB DUTTON
ASSESSOR – RECORDER – CLERK

4/25/2018
10:43 AM
ALS
SAN

R Regular Mail

Doc# 2018–0149272

Titles 1	**Pages** 3
Fees	20.00
Taxes	1.65
CA SB2 Fee	0.00
Others	0.00
Paid	$21.65

GRANT DEED

Title of Document

Commencing January 1, 2018, and except as provided in paragraph (2) GC 27388.1, in addition to any other recording fees specified in this code, a fee of seventy-five dollars ($75) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars ($225). "Real estate instrument, paper, or notice" means a document relating to real property, including, but not limited to, the following: deed, grant deed, trustee's deed, deed of trust, reconveyance, quit claim deed, fictitious deed of trust, assignment of deed of trust, request for notice of default, abstract of judgment, subordination agreement, declaration of homestead, abandonment of homestead, notice of default, release or discharge, easement, notice of trustee sale, notice of completion, UCC financing statement, mechanic's lien, maps, and covenants, conditions, and restrictions. Pursuant to GC section 27388.1 (2) the fee described in paragraph (1) shall not be imposed on any of the following documents:

Reason for Exemption:

☒ Any real estate instrument, paper, or notice recorded in connection with a transfer subject to the imposition of a documentary transfer tax as defined in Section 11911 of the Revenue and Taxation Code.

☐ Any real estate instrument, paper, or notice recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier.

☐ Any real estate instrument, paper, or notice executed or recorded by the federal government in accordance with the Uniform Federal Lien Registration Act (Title 7(commencing with Section 2100) of Part 4 of the Code of Civil Procedure).

☐ Any real estate instrument, paper, or notice executed or recorded by the state or any county, municipality, or other political subdivision of the state.

I hereby declare under penalty of perjury that the information provided above is true and correct.
Executed this 16 day of April, 2018 at

San Jose, California
City State

Signature

DANIELLE AHMADIEH
Print Name

(ADDITIONAL RECORDING FEE (S) APPLY)

Recording requested by:
Southwest Sea Land LLC
551 Carla Way
La Jolla, CA 92037

When recorded mail to:
Southwest Sea Land LLC
551 Carla Way
La Jolla, CA 92037

Space above this line reserved for Recorder's use

The undersigned Grantor declares:
Documentary Transfer Tax is $1.65. Computed on sales price of property conveyed. City of Twentynine Palms.

Signature of Declarant

GRANT DEED

For the sum of One Thousand Three Hundred Seventy-Five Dollars ($1,375.00), receipt of which is hereby acknowledged, I, DANIELLE AHMADIEH, a Single Woman whose address is 6967 Glenview Drive, San Jose, CA 95120, as Grantor, do hereby convey to SOUTHWEST SEA LAND LLC, A Nevada Limited Liability Company, whose address is 551 Carla Way, La Jolla, CA 92037, as Grantee, all that right, title and interest in that certain real property situated in the County of San Bernardino, State of California, and described as follows:

LOT 43, TRACT NO. 6578 PALMETTO HEIGHTS, City of Twentynine Palms, Excluding Mineral rights Reservation of Record;
ASSESSOR'S PARCEL NUMBER 0623-341-01-0-000.

Dated: April 16, 2018

DANIELLE AHMADIEH

Mail Tax Statements To:
Southwest Sea Land LLC
551 Carla Way
La Jolla, CA 92037

This document was drafted by:
Danielle Ahmadieh
6967 Glenview Drive
San Jose, CA 95120

ACKNOWLEDGMENT

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 SANTA CLARA)

On April 16, 2018 before me, FARIS MAURICE MASARWEH, Notary Public
(insert name and title of the officer)

personally appeared DANIELLE AHMADIEH,
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.

FARIS MAURICE MASARWEH
Commission # 2089805
Notary Public - California
Santa Clara County
My Comm. Exp: DEC. 10, 2018

Signature _____ (Seal)

RECORDING REQUESTED BY
Southwest Sea Land LLC
AND WHEN RECORDED MAIL DOCUMENT TO:

NAME Nicholas D. Harmon

STREET ADDRESS P.O. Box 1134

CITY, STATE & ZIP CODE Twentynine Palms CA 92277

Recorded in Official Records
County of San Bernardino
Bob Dutton
Assessor-Recorder-County Clerk

DOC# 2019-0431843

11/21/2019 12:22 PM	Titles: 1	Pages: 2	
SAN	Fees		$17.00
	Taxes		$3.85
B9246	CA SB2 Fee		$0.00
	Total		$20.85

SPACE ABOVE FOR RECORDER'S USE ONLY

GRANT DEED

Title of Document

Pursuant to Senate Bill 2 – Building Homes and Jobs Act (GC Code Section 27388.1), effective January 1, 2018, a fee of seventy-five dollars ($75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars ($225.00).

Reason for Exemption:

- [■] Exempt from fee per GC 27388.1, recorded in connection with a transfer subject to the imposition of documentary transfer tax (DTT), or
- [ ] Exempt from fee per GC 27388.1, recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier, or
- [ ] Exempt from fee per GC 27388.1, recorded in connection with a transfer that was subject to documentary transfer tax which was paid on document recorded previously on _____(date) as document number _____of Official Records. (Cap. $225.00)
- [ ] Exempt from fee per GC 27388.1, fee cap of $225.00 reached, and/or
- [ ] Exempt from fee per GC 27388.1, not related to real property

Failure to include an exemption reason will result in the imposition of the $75.00 Building Homes and Jobs Act fee. Fees collected are deposited to the State and may not be available for refund.

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
($3.00 Additional Recording Fee Applies)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL DOCUMENT AND
TAX STATEMENT TO:

Nicholas D. Harmon
P.O. Box 1134
Twentynine Palms, CA 92277

TITLE ORDER NO. ESCROW NO. SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

APN: 0623-341-01-0000

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX **$3.85**
(X) computed on full value of property conveyed , or
( ) computed on full value less liens and encumbrances remaining at time of sale.
(X) Unincorporated Area City of
FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, I (We)

SOUTHWEST SEA LAND LLC, A NEVADA LIMITED LIABILITY COMPANY.
hereby remise, release and grant to:

NICHOLAS D. HARMON, A SINGLE MAN.
the following described real property in the County of SAN BERNARDINO, State of California, with the following legal description:

APN 0623-341-01-0000 LOT 43, TRACT 6578 PALMETO HEIGHTS

SELLER: SOUTHWEST SEA LAND LLC, A NEVADA LIMITED LIABILITY COMPANY
SIGNED BY: DIDI FREIMAN, MANAGING MEMBER.

10-28-2019
Date

Didi Freiman - Southwest Sea Land LLC

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 Oct 28th, 2019 (Date) before me, Kyle Linton, Notary Public (Name and title of the officer) A Notary Public,
personally appeared Didi Freiman (Name of person signing), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Signature of Officer

KYLE LINTON
Notary Public – California
San Diego County
Commission # 2212807
My Comm. Expires Sep 4, 2021

Tax Search

TITLEPOINT

San Bernardino, California
Searched: 0623-341-01-0-000
Order: IE2401918

Tax Year: 2023-2024
Tax Cover: 03/08/2024
Searched By: NEXTACE TPSIMAGE LOGIN
Searched On: 3/19/2024 6:59 PM

Company: FIDELITY NATIONAL TITLE | SAN BERNARDINO - (FNFSTR) | 06 | CRN: 00036-00011

APN:	**0623-341-01-0-000**
Described As:	**TRACT 6578 LOT 43 TRACT NO 6578 PALMETTO HEIGHTS LOT 43 EX MNL RTS RESERVATION OF RECORD**
Address:	**BUENA VISTA DR**
City:	**TWENTYNINE PALMS**
Billing Address:	**P O BOX 1134 TWENTYNINE PALMS CA 92277**
Assessed Owner(s):	**HARMON, NICHOLAS D**
Search As:	**Lot 43 Map 87/82 (Tr 6578)**

Tax Rate Area:	**019-001**	**Value**		Conveyance Date:	**11/21/2019**
		Land:	**3,679.00**	Conveying Instrument:	**431843**
Use Code:	**0**	Improvements:		Date Transfer Acquired:	
VACANT LAND		Personal Property:		Vesting:	**SOLE OWNER**
Region Code:	**JOSHUA TREE**	Fixtures:		Year Built:	
Flood Zone:		Inventory:		Year Last Modified:	
Zoning Code:					
Taxability Code:		**Exemptions**			
		Homeowner:		**Square Footage**	
Tax Rate:	**5.722478**	Inventory:		Land:	
Auditor Tax Rate:	**1.051373**	Personal Property:		Improvements:	
		Religious:			
		All Other:		Tax Defaulted:	
Bill #:	**230502061**	Net Taxable Value:	**3,679.00**	Total Tax:	**210.53**
Issue Date:	**09/19/2023**				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	**105.28**	**10.52**	**12/11/2023**	**PAID**	**11/04/2023**	**0.00**
2nd	**105.25**	**20.52**	**04/10/2024**	**PAID**	**11/04/2023**	**0.00**
					Total Balance:	**0.00**

Bonds:	**0**	Parcel Changed:		Sold to State:	**0**	Mello-Roos:	**N**	NSF:	**N**

Account	Special Lien Description	Amount
AA01-AA01	**GENERAL TAX LEVY**	**36.79**
SB01-DD03	**COPPER MTN COLLEGE BOND**	**0.68**
SB02-DD14	**MORONGO UNIFIED BOND**	**1.21**
UF01-SP10	***SBCOFIRE FP-5 29 PALMS**	**171.85**

***** END OF REPORT *****