



First American Title™

First American Title Company

California Department of Insurance License No. 2549-4

Title Officer: Matthew Dishman
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E-Mail Loan Documents to: Lenders please contact the Escrow Officer for email address for sending loan documents.
Owner: David A. McGuiness and Kimbra E. McGuiness
Property: 18035 Sunset Point Road
Poway, CA 92064

PRELIMINARY REPORT

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

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

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

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

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

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

Dated as of May 22, 2025 at 7:30 A.M.

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

ALTA/CLTA Homeowner's (EAGLE) Policy of Title Insurance and ALTA Ext Loan Policy if the land described is an improved residential lot or condominium unit on which there is located a one-to-four family residence; or ALTA Standard Owner's Policy (with Western Regional Exceptions) and the ALTA Loan Policy if the land described is an unimproved residential lot or condominium unit.

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

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

DAVID ARTHUR MCGUINESS AND KIMBRA ERIN MCGUINESS, HUSBAND AND WIFE AS JOINT TENANTS

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

A FEE AS TO PARCEL(S) 1; AND AN EASEMENT AS TO PARCEL(S) 2, 3, 4, 5 & 6

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2025-2026, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Any easements or servitudes appearing in the Public Records.
Affects: Common Area.

4. Covenants, conditions, restrictions and easements in the document recorded DECEMBER 5, 1973 as INSTRUMENT NO. [73-336582](#) of Official Records, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. 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.
5. An easement for ROAD AND PUBLIC UTILITIES and incidental purposes in the document recorded AUGUST 25, 1976 as INSTRUMENT NO. [76-276659](#) of Official Records.
6. An easement for ELECTRIC FACILITIES, OVERHEAD AND/OR UNDERGROUND AND APPURTENANCES FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATION FACILITIES, OVERHEAD AND/OR UNDERGROUND AND APPURTENANCES and incidental purposes in the document recorded AUGUST 14, 1997 as INSTRUMENT NO. [97-391960](#) of Official Records.

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

7. The terms and provisions contained in the document entitled "COVENANT REGARDING REAL PROPERTY" recorded MARCH 4, 2008 as INSTRUMENT NO. [08-113394](#) of Official Records.
8. An easement for public utilities and incidental purposes in the document recorded AUGUST 26, 2008 as INSTRUMENT NO. [08-457189](#) of Official Records.

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

9. Any and all offers of dedications, conditions, restrictions, easements, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description including but not limited to: ACCESS, GENERAL UTILITY, WATER LINE and incidental purposes affecting said land.
10. The terms and provisions contained in the document entitled "PRIVATE STREET MAINTENANCE AGREEMENT (THE HEIGHTS SUBDIVISION)" recorded OCTOBER 28, 2008 as INSTRUMENT NO. [08-563615](#) of Official Records.
11. An easement for public utilities and incidental purposes in the document recorded JUNE 18, 2009 as INSTRUMENT NO. [2009-332007](#) of Official Records.

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

12. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded JANUARY 12, 2012 as INSTRUMENT NO. [12-017838](#) of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. 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.

Note: You may wish to contact the homeowners association referred to in the above document for information regarding assessments, transfer requirements or other matters.

Document(s) declaring modifications thereof recorded SEPTEMBER 13, 2019 as INSTRUMENT NO. [19-400345](#) of Official Records.

13. The terms and provisions contained in the document entitled "MEMORANDUM OF AGREEMENT TO SELL REAL PROPERTY" recorded DECEMBER 29, 2017 as INSTRUMENT NO. [2017-616425](#) of Official Records.
14. Any easements and/or servitudes affecting easement parcel(s) 2, 3, 4, 5 & 6 herein described.
15. Water rights, claims or title to water, whether or not shown by the Public Records.
16. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
17. **WE FIND NO OPEN DEED OF TRUST. THE COMPANY WILL REQUIRE SATISFACTORY PROOF, PRIOR TO INSURING THE CONTEMPLATED TRANSACTION, THAT THE SUBJECT PROPERTY IS FREE FROM ANY ENCUMBRANCES. PLEASE PROVIDE THE FOLLOWING:**
- A. AN [AFFIDAVIT \(Click Here\)](#), EXECUTED BY ALL THE SELLERS/BORROWERS STATING THAT THE PROPERTY IS FREE AND CLEAR, AND NOTARIZED IN FRONT OF A FIRST AMERICAN APPROVED NOTARY;**
- B. THE OWNER STATEMENT FROM THE ESCROW INSTRUCTIONS; AND**
- C. A WRITTEN STATEMENT FROM ESCROW CONFIRMING WHO THE PROCEEDS WILL BE DISBURSED TO.**
18. The new lender, **if any**, for this transaction may be a Non-Institutional Lender. If so, the Company will require the Deed of Trust to be signed before a **First American approved notary**.
19. This transaction may be subject to a Geographic Targeting Order ("GTO") issued pursuant to the Bank Secrecy Act. Information necessary to comply with the GTO must be provided prior to the closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.

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| INFORMATIONAL NOTES |
|----------------------------|

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable 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. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. General and special taxes and assessments for the fiscal year 2024-2025.

| | |
|---------------------|-------------------------------|
| First Installment: | \$2,962.43, PAID |
| Penalty: | \$0.00 |
| Second Installment: | \$2,962.43, PAID |
| Penalty: | \$0.00 |
| Tax Rate Area: | 17039 |
| A. P. No.: | 277-230-03-00 |

2. The property covered by this report is vacant land.
3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None
4. Note: Please contact the Homeowner's Association and/or their successors and assigns or any other appropriate entity regarding assessments, transfer fees and other requirements that may be due or imposed upon the contemplated transaction pursuant to the above document(s). Reference is made to the recorded document(s) for full particulars.

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

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

LEGAL DESCRIPTION

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

PARCEL 1:

LOT 3 OF CITY OF POWAY TENTATIVE TRACT MAP 02-02 (THE HEIGHTS SUBDIVISION), IN THE CITY OF POWAY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. [15725](#) FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 28, 2008.

PARCEL 2:

AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR ROAD AND PUBLIC UTILITY PURPOSES AND APPURTENANCES THERETO, OVER, UNDER, ALONG AND ACROSS A STRIP OF LAND 60.00 FEET IN WIDTH LYING WITHIN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 13 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY, THE CENTER LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 20;

THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 20, NORTH 89° 11' 47" EAST, 819.65 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 52° 04' 30" EAST, 47.96 FEET; THENCE SOUTH 50° 13' 44" EAST 207.55 FEET; THENCE SOUTH 32° 44' 30" EAST, 375.44 FEET; THENCE NORTH 73° 44' 12" EAST, 100.75 FEET TO THE EASTERLY LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20. SAID EASEMENT TO TERMINATE NORTHERLY IN THE NORTHERLY LINE OF SAID SECTION 20 AND TO TERMINATE SOUTHERLY IN THE EASTERLY LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20.

EXCEPT THAT PORTION LYING WITHIN PARCEL 1 HEREIN.

PARCEL 3:

AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR ROAD AND PUBLIC UTILITY PURPOSES AND APPURTENANCES THERETO OVER, UNDER, ALONG AND ACROSS A STRIP OF LAND 60.00 FEET IN WIDTH LYING WITHIN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18 AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19 ALL IN TOWNSHIP 13, SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY, THE CENTER LINE OF SAID 60.00 FOOT STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 17, NORTH 89° 11' 47" EAST 819.65 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 52° 04' 45" WEST, 126.25 FEET; THENCE NORTH 72° 24' 22" WEST, 733.73 FEET TO THE EASTERLY LINE OF SAID SECTION 18; THENCE ALONG SAID EASTERLY LINE NORTH 00° 19' 23" WEST, 43.92 FEET TO THE INTERSECTION WITH A TANGENT 270.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 67° 30' 30", A DISTANCE OF 318.00 FEET; THENCE ALONG A GENERALLY SOUTHWESTERLY DIRECTION TO THE EXISTING TRAVELED COUNTY ROAD KNOWN AS OLD COACH ROAD AS LOCATED ON NOVEMBER 13, 1970.

PARCEL 4:

AN EASEMENT FOR INGRESS, EGRESS, ACCESS AND GENERAL UTILITY OVER, UNDER, ALONG AND ACROSS LOT B OF SAID MAP [15725](#)

PARCEL 5:

PRIVATE EASEMENTS FOR ACCESS ON AND OVER THE FOLLOWING DESCRIBED PROPERTY:

SECTION "A"

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF POWAY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN ON RECORD OF SURVEY MAP NO. [13106](#), RECORDED MARCH 7, 1991 IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, THE CENTERLINE OF THE 30' PRIVATE ROAD EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 19, SOUTH 89°15'23" WEST 1001.63 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PROPERTY DEEDED TO GBS CAPITOL LLC PER DOCUMENT NO. [2015-0342358](#), RECORDED JUNE 30, 2015 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY; THENCE ALONG THE WESTERLY LINE OF SAID PROPERTY, SOUTH 04°06'42" WEST 264.64 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY LINE, NORTH 75°39'30" EAST 57.94 FEET TO THE BEGINNING OF A 725.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°24'44", A DISTANCE OF 169.71 FEET; THENCE NORTH 89°04'14" EAST 37.41 FEET TO THE BEGINNING OF A 200.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°53'01", A DISTANCE OF 118.28 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE NORTH 33°45'27" EAST 185.96 FEET; THENCE NORTH 89°04' 14" EAST 163.69 FEET TO THE BEGINNING OF A 400.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°05'37", A DISTANCE OF 112.35 FEET; THENCE NORTH 72°58'37" EAST 20.16 FEET TO THE BEGINNING OF A 500.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°45'32", A DISTANCE OF 58.98 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 19 THAT BEARS SOUTH 89°15'23" WEST 196.10 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 19. THE SIDE LINES OF SAID 30' EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO INTERSECT WITH THE WESTERLY AND NORTHERLY LINES OF SAID GBS CAPITOL LLC PROPERTY.

SECTION "B"

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE I WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF POWAY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN ON RECORD OF SURVEY MAP NO. [13106](#), RECORDED MARCH 7, 1991 IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, THE CENTERLINE OF THE 30' PRIVATE ROAD EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE HEREINABOVE DESCRIBED POINT "A"; THENCE NORTH 27°26'07" WEST 29.07 FEET TO THE BEGINNING OF A 250.00 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE NORTHERLY THROUGH A CENTRAL ANGLE OF 33°20'22", A DISTANCE OF 145.47 FEET; THENCE NORTH 05°54'15" EAST 28.28 FEET TO A POINT IN THE NORTH LINE OF SAID SECTION 19. EXCEPT

THEREFROM THAT PORTION OF THE HEREINABOVE DESCRIBED SECTION "A". THE SIDE LINES OF SAID 30' EASEMENT ARE TO BE

LENGTHENED OR SHORTENED TO INTERSECT WITH THE NORTHERLY LINE OF SAID SECTION 19 AND SAID GBS CAPITAL LLC PROPERTY.

PARCEL C:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF POWAY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN ON RECORD OF SURVEY MAP NO. [13106](#), RECORDED MARCH 7, 1991 IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, THE CENTERLINE OF THE 30' PRIVATE ROAD EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE HEREINABOVE DESCRIBED POINT "A"; THENCE SOUTH 27°26'07" EAST 6.85 FEET TO THE BEGINNING OF A 250.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 23°31'49", A DISTANCE OF 102.67 FEET TO A POINT ON THE SOUTH LINE OF SAID GBS CAPITAL LLC PROPERTY.

EXCEPT THEREFROM THAT PORTION OF THE HEREINABOVE DESCRIBED SECTION "A". THE SIDE LINES OF SAID 30' EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO INTERSECT WITH THE SOUTHERLY LINE OF SAID GBS CAPITAL LLC PROPERTY.

PARCEL 6:

PRIVATE EASEMENTS FOR ACCESS ON AND OVER THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE I WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF POWAY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN ON RECORD OF SURVEY MAP NO. [13106](#), RECORDED MARCH 7, 1991 IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, THE CENTERLINE OF THE 30' PRIVATE ROAD EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE ALONG THE WESTERLY LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, SOUTH 04°06'44" WEST 298.03 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY LINE, NORTH 84°48'10" EAST 16.58 FEET TO THE BEGINNING OF A 205.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°48'35", A DISTANCE OF 45.83 FEET TO THE BEGINNING OF A 255.00 FOOT RADIUS. REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°41'41", A DISTANCE OF 96.55 FEET, THENCE SOUTH 86°18'44" EAST 52.14 FEET TO THE TO THE BEGINNING OF A 200.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°27'47", A DISTANCE OF 33.03 FEET; THENCE NORTH 84°13'29" EAST 63.50 FEET TO THE BEGINNING OF A 375.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°33'58", A DISTANCE OF 56.07 FEET; THENCE NORTH 75°39'30" EAST 7.91 FEET TO A POINT ON THE EASTERLY LINE OF THAT CERTAIN PROPERTY DEEDED TO ROBERT A. MYERS AND KATHLEEN MYERS PER DOCUMENT NO. [2012-0175325](#), RECORDED ON MARCH 27, 2012 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SAID POINTS BEARS NORTH 04°06'42" EAST 36.33 FEET FROM THE SOUTHEAST CORNER OF SAID PROPERTY.

THE SIDE LINES OF SAID 30' EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO INTERSECT WITH THE WESTERLY, SOUTHERLY AND EASTERLY LINES OF SAID MYERS PROPERTY.

APN: [277-230-03-00](#)

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

SW DEED COUNTY ASSESSOR'S MAP

277-23

1" = 400'

07/24/2021 JCD

CHANGES

| REV | DATE | BY | DESCRIPTION |
|-----|------------|-----|-------------|
| 1 | 07/24/2021 | JCD | INITIAL |
| 2 | 07/24/2021 | JCD | INITIAL |
| 3 | 07/24/2021 | JCD | INITIAL |
| 4 | 07/24/2021 | JCD | INITIAL |
| 5 | 07/24/2021 | JCD | INITIAL |
| 6 | 07/24/2021 | JCD | INITIAL |
| 7 | 07/24/2021 | JCD | INITIAL |
| 8 | 07/24/2021 | JCD | INITIAL |
| 9 | 07/24/2021 | JCD | INITIAL |
| 10 | 07/24/2021 | JCD | INITIAL |
| 11 | 07/24/2021 | JCD | INITIAL |
| 12 | 07/24/2021 | JCD | INITIAL |
| 13 | 07/24/2021 | JCD | INITIAL |
| 14 | 07/24/2021 | JCD | INITIAL |
| 15 | 07/24/2021 | JCD | INITIAL |
| 16 | 07/24/2021 | JCD | INITIAL |
| 17 | 07/24/2021 | JCD | INITIAL |
| 18 | 07/24/2021 | JCD | INITIAL |
| 19 | 07/24/2021 | JCD | INITIAL |
| 20 | 07/24/2021 | JCD | INITIAL |
| 21 | 07/24/2021 | JCD | INITIAL |
| 22 | 07/24/2021 | JCD | INITIAL |
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| 24 | 07/24/2021 | JCD | INITIAL |
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| 26 | 07/24/2021 | JCD | INITIAL |
| 27 | 07/24/2021 | JCD | INITIAL |
| 28 | 07/24/2021 | JCD | INITIAL |
| 29 | 07/24/2021 | JCD | INITIAL |
| 30 | 07/24/2021 | JCD | INITIAL |
| 31 | 07/24/2021 | JCD | INITIAL |
| 32 | 07/24/2021 | JCD | INITIAL |
| 33 | 07/24/2021 | JCD | INITIAL |
| 34 | 07/24/2021 | JCD | INITIAL |
| 35 | 07/24/2021 | JCD | INITIAL |
| 36 | 07/24/2021 | JCD | INITIAL |
| 37 | 07/24/2021 | JCD | INITIAL |
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| 51 | 07/24/2021 | JCD | INITIAL |
| 52 | 07/24/2021 | JCD | INITIAL |
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| 54 | 07/24/2021 | JCD | INITIAL |
| 55 | 07/24/2021 | JCD | INITIAL |
| 56 | 07/24/2021 | JCD | INITIAL |
| 57 | 07/24/2021 | JCD | INITIAL |
| 58 | 07/24/2021 | JCD | INITIAL |
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| 61 | 07/24/2021 | JCD | INITIAL |
| 62 | 07/24/2021 | JCD | INITIAL |
| 63 | 07/24/2021 | JCD | INITIAL |
| 64 | 07/24/2021 | JCD | INITIAL |
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| 75 | 07/24/2021 | JCD | INITIAL |
| 76 | 07/24/2021 | JCD | INITIAL |
| 77 | 07/24/2021 | JCD | INITIAL |
| 78 | 07/24/2021 | JCD | INITIAL |
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| 82 | 07/24/2021 | JCD | INITIAL |
| 83 | 07/24/2021 | JCD | INITIAL |
| 84 | 07/24/2021 | JCD | INITIAL |
| 85 | 07/24/2021 | JCD | INITIAL |
| 86 | 07/24/2021 | JCD | INITIAL |
| 87 | 07/24/2021 | JCD | INITIAL |
| 88 | 07/24/2021 | JCD | INITIAL |
| 89 | 07/24/2021 | JCD | INITIAL |
| 90 | 07/24/2021 | JCD | INITIAL |
| 91 | 07/24/2021 | JCD | INITIAL |
| 92 | 07/24/2021 | JCD | INITIAL |
| 93 | 07/24/2021 | JCD | INITIAL |
| 94 | 07/24/2021 | JCD | INITIAL |
| 95 | 07/24/2021 | JCD | INITIAL |
| 96 | 07/24/2021 | JCD | INITIAL |
| 97 | 07/24/2021 | JCD | INITIAL |
| 98 | 07/24/2021 | JCD | INITIAL |
| 99 | 07/24/2021 | JCD | INITIAL |
| 100 | 07/24/2021 | JCD | INITIAL |

1" SEE MAP 15725 FOR BRGS & DIST

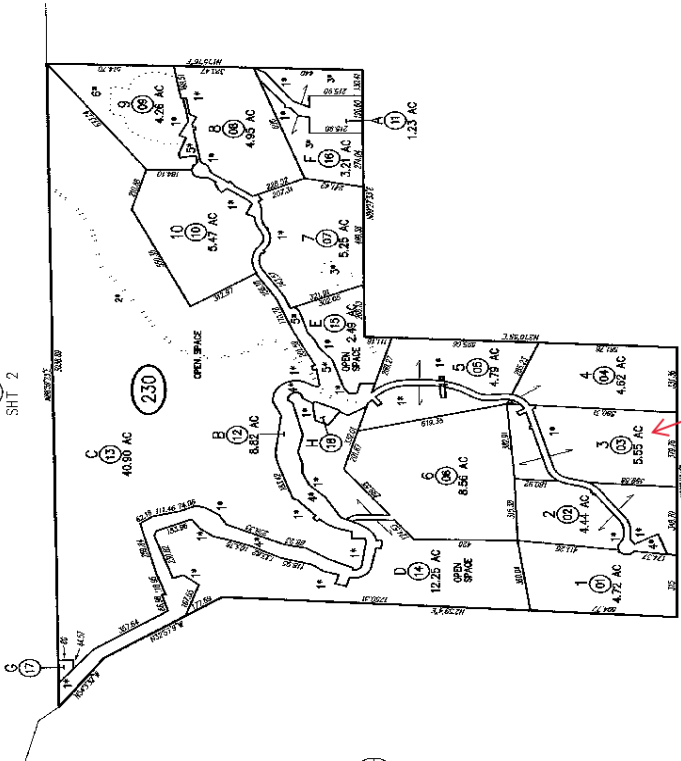
2" 10' TRAIL EASEMENT

3" OPEN SPACE

4" SUNSET POINT RD

5" SUNSET RIDGE CT

6" CON. EMT



MAP 15725 - POWAY TENTATIVE TRACT MAP 02-02

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSURED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)
CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE [(07-01-2021) v. 01.00]
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:

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

ALTA OWNER'S POLICY [(07-01-2021) V. 01.00]
CLTA STANDARD COVERAGE OWNER'S POLICY [(02-04-22) V. 01.00]
 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.

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 below as numbers 1 through 7. The 2021 CLTA Standard Coverage Owner's Policy will include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7.

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:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material 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.

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.

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 numbers 1 through 7.

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:

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

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.