



Pacific Auction Exchange

Professional Real Estate Auction Services & Accelerated Marketing

REAL ESTATE **AUCTION** *TAX MOTIVATED SALE*



Bidder's Package

**3659-3665 University Ave
San Diego, CA 92104
APN #447-472-02
Zoned CC-5-4**

**Two story mixed use building
Approximately 5,880 sf building
on an approximately 5,000 sf lot**

**Street level commercial/
8 residential units upstairs**

Open Outcry Auction Date: Thursday, December 14 at 3:07 pm

Auction Location: To be held on site at 3659-3665 University Ave, San Diego, CA 92104

Property Previews: Thursday, November 30 from 3-5pm, Thursday, December 7 from 3-5pm
Tuesday, December 12 from 4-5pm and 1 hour prior to auction

Pacific Auction Exchange of San Diego

13278 Lockett Ct
San Diego, CA 92130

WWW.SDREALESTATEAUCTION.COM

Auction Manager: Ron Blake

Phone: 858.755.1916

Fax: 858.630.3806

Email: ron@paxsd.com



Pacific Auction Exchange of San Diego

BID PACKAGE RECEIPT

SUBJECT PROPERTY LOCATION: 3659-3665 University Ave, San Diego, CA 91950

AUCTION DATE: Thursday, December 14 at 3:07pm

I, _____, as a bidder, have received and reviewed the
(PRINT BIDDER'S NAME)

Bid Package for the above referenced property. I understand that any bid I make at the auction is without contingency and that the property is being offered on an "as is, where is" basis, "with all faults, if any." I have performed all of the diligence I deem necessary to bid on the property. I understand that a 10% non-refundable deposit is required immediately should I be declared the winner of the auction. I also understand that a 10% buyer's premium will be added to the final bid and included in the total contract price.

The Bid Package I received and reviewed contains the following:

- 1) This Bid Package Receipt
- 2) Auction Brochure/Terms of Auction & Agency Disclosure
- 3) Owner's Statement – Financial Analysis of Gross Potential Rents
- 4) Proof of Previous Escrow at \$1,350,000 (with checks for \$60,000 earnest moneys forfeited)
- 5) Physical Description of the Property
- 6) Zoning Information (Excerpted from The City of San Diego's website)
- 7) Preliminary Title Report (Chicago Title) with Plat Map
- 8) Owner's Statement/Item 7 to be removed from title prior to closing
- 9) Natural Hazard Disclosure Report (Geologix)
- 10) Certificate of Code Compliance & Permits/Approvals (City of San Diego)
- 11) Leases
- 12) Property Tax Bills
- 13) Auction Purchase Agreement

Bidder Signature

Bidder Signature

Print Name

date

Print Name

date

Bidder's Tel: _____

Secondary Tel: _____

Email: _____ Street Address: _____

All information in this package was derived from sources believed to be correct, but is not guaranteed. ALL PROPERTY MEASUREMENTS ARE APPROXIMATE. It is the buyer's responsibility to verify all property specifications prior to auction. PAX IS AN AGENT OF THE SELLER. THE INFORMATION CONTAINED HEREIN IS BELIEVED TO BE RELIABLE BUT BIDDER IS RESPONSIBLE FOR VERIFYING ALL FACTS. NEITHER SELLER NOR BROKER ASSUMES LIABILITY FOR ANY INACCURACIES. Property is being sold on an "AS IS, WHERE IS" basis, "WITH ALL FAULTS, IF ANY," without warranty by the owner or owner's agent. Property subject to prior sale.



**3659-3665 University Ave
San Diego, CA 92104
APN #447-472-02**

OPEN OUTCRY - TO BE HELD ON SITE AUCTION

MIXED USE BLDG IN NORTH PARK/CITY HEIGHTS AREA

TAX MOTIVATED/OWNER SAYS "SELL NOW!"

**-8 upstairs studios
currently rented mo/mo**

**-Two Street level
commercial suites
approx 1,500 sf each**

THURSDAY, DECEMBER 14 at 3:07pm

**Approx 5,880 sf bldg on two floors
Approx 5,000 sf lot**

**Newer electrical, drywall, windows, doors,
lighting, newer heat/AC in commercial suites**

**Pacific Auction Exchange of San Diego
1(888)712-DONE
www.SDRealEstateAuction.com**



**Auction Manager:
Ron Blake
ron@paxsd.com**



BROKER PARTICIPATION INVITED!

TERMS of AUCTION

BIDDER REGISTRATION: All prospective buyers must register to bid. A \$50,000 cashier's check or certified check payable to **Pacific Auction Exchange of San Diego - Trust Account** will be required to bid at the auction. The successful bidder will be required to deposit a 10% non-refundable payment in Broker's Trust Account at the auction until time of closing. A 10% Buyer's Premium will be added to the final bid and included in the total contract price.

CLOSING: Closing will take place within thirty (30) days of the auction. Closing will not take place prior to January 2, 2007. A Grant Deed will be supplied by the seller at the seller's expense, giving marketable title subject to restrictions of record. Taxes are prorated. Title insurance will be at the buyer's expense.

BIDDER'S INFORMATION PACKAGE: A package of information has been assembled for the property and includes a Preliminary Title Report, Natural Hazard Disclosure Report and other information. Bidder's are required to obtain and review Bidder's Packages prior to the auction.

PROPERTY INSPECTION: Preview of the property is essential. Property is being sold in "as is, where is" condition "with all faults, if any." Property will be sold subject to easements, restrictions, zoning and other matters of record. Announcements made from the podium at the time of auction take precedence over all printed material.

CONDUCT OF AUCTION: Conduct of auction and increments of bidding are at the discretion of PACIFIC AUCTION EXCHANGE of SAN DIEGO. PAX of SAN DIEGO reserves the right to deny any person admittance to the auction. **Open Outcry auction will be conducted at 3659-3665 University Ave, San Diego, CA 92104.** Broker ID #01499312 Bond #FS7011648.

BROKER PARTICIPATION INVITED: Subject to established PAX of SAN DIEGO guidelines. Properly registered brokers are eligible for a fee of two percent (2%) of the winning bid price payable upon closing to the broker whose prospect pays and closes on the property. Brokers must register no later than Wednesday, December 13, 2006.

AUCTION PURCHASE AGREEMENT: The winning bidder of the auction will be required to immediately complete and sign the Pacific Auction Exchange Auction Purchase Agreement, a copy of which is included in the bidder's package.

NO CONTINGENCIES: Purchase of the property is NOT SUBJECT TO ANY CONTINGENCIES.

AGENCY DISCLOSURE: It is understood that PAX of SAN DIEGO is acting in the capacity of real estate broker on behalf of the seller. The seller and PAX of SAN DIEGO have executed a listing agreement which provides for the payment of a commission to PAX of SAN DIEGO upon the sale of the real property.

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PROPERTY PREVIEWS:

**Thursday, November 30, from 3-5pm
Thursday, December 7 from 3-5pm
Tuesday, December 12 from 4-5pm
and 1 hour prior to auction**



**inside commercial
suite #1**

**Live Auction
to be held
On Site!**

TERMS of AUCTION

BIDDER REGISTRATION: All prospective buyers must register to bid. A **\$50,000** cashier's check or certified check payable to **Pacific Auction Exchange of San Diego – Trust Account** will be required to bid at the auction. The successful bidder will be required to deposit a 10% non-refundable payment in Broker's Trust Account at the auction until time of closing. A 10% Buyer's Premium will be added to the final bid and included in the total contract price.

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Nov 28 2006 4:52PM

Pacific Auction Exchange

858 755 1977

p. 1

11/28/2006

Owner's Statement
3659-3665 University Ave, San Diego, CA 92104
Gross Potential Rents - Marcus & Millichap Financial Analysis

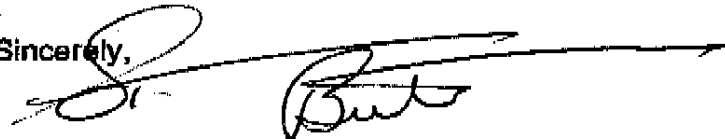
To Whom It May Concern:

In 2005 while marketing the above referenced property, real estate investment brokerage Marcus & Millichap offered the following written assessment regarding gross potential rents:

Gross Potential Rent (Apartments)	\$61,200 annually	(\$637/mo per unit)
Gross Potential Rent (Retail)	<u>\$48,216 annually</u>	(\$1.40/sf per mo)
Gross Potential Rent (Total)	\$109,416 annually	

Additionally, it is important to note that the property was in escrow in 2005 for a sale price of **\$1,350,000**. The buyer failed to perform and forfeited considerable (\$60,000) earnest money (see attached).

Sincerely,



Mr. Scott Butler
Owner 3659-3665 University Ave, San Diego



Commonwealth Land Title Company
750 "B" Street, Suite 2350
San Diego, CA 92101
Phone: (619) 233-3000

SIGN & RETURN

Janine Hudson, Commercial Escrow Officer
Direct phone: (619) 230-6366 • Fax number: (619) 233-8043
E-mail: jhudson@landam.com

THIS DOCUMENT WILL AFFECT YOUR LEGAL RIGHTS - READ IT CAREFULLY!

SUPPLEMENTAL ESCROW INSTRUCTIONS & GENERAL PROVISIONS

Date: 05/06/2005

Escrow No.: 03205848-609-JH5

THE ESCROW HOLDER IS COMMONWEALTH LAND TITLE COMPANY, WHICH IS LICENSED BY THE CALIFORNIA DEPARTMENT OF INSURANCE

THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE SIGNED A PREVIOUS AGREEMENT REGARDING THE PURCHASE OF THE PROPERTY THAT IS THE SUBJECT OF THIS ESCROW ENTITLED COMMERCIAL PROPERTY PURCHASE AGREEMENT, AND JOINT ESCROW INSTRUCTIONS (NON-RESIDENTIAL) dated April 11, 2005 and any Addendums or Amendments thereto ("the Agreement") BY AND BETWEEN Mainstream Enterprises, Inc. ("BUYER") AND Donald L. Butler and Sally K. Butler, husband and wife, as community property ("SELLER"); AND EXCEPT AS EXPRESSLY MODIFIED, AMENDED, OR AUGMENTED HEREIN REMAINS IN FULL FORCE AND EFFECT. THESE ESCROW INSTRUCTIONS CONSTITUTE SUPPLEMENTAL ESCROW INSTRUCTIONS TO SAID AGREEMENT AND CONTAIN THE GENERAL PROVISIONS OF ESCROW HOLDER.

Buyer has handed Escrow Holder an Initial deposit in the amount of:	\$	30,000.00
Prior to the close of escrow, Buyer will deposit an additional amount of:	\$	220,000.00
Seller to carryback a purchase money Note in the amount of:	\$	1,100,000.00
TOTAL CONSIDERATION	\$	1,350,000.00

Prior to the expiration of the time specified in this paragraph, Buyer(s) and/or Seller(s) will hand you, or cause to be handed to you, all funds and/or documents, required from Buyer(s) and/or Seller(s) to enable you to comply with these instructions, all of which you are authorized to use and/or deliver on 07/28/2005, provided that our title insurer, Commonwealth Land Title Co., has advised you that they are in a position to issue a CLTA Policy of Title Insurance in the issuing title company's usual form, with a liability of not less than the total consideration of \$1,350,000.00, and insuring title to Real Property described as:

All that certain real property situated in the County of San Diego, State of California, described as follows:

The West 50 feet of the East 100 feet of Lots 1 to 4, inclusive in Block 57 of City Heights in the City of San Diego, County of San Diego, State of California, according to Amended Map thereof No. 1007, filed in the Office of the County Recorder of San Diego County, October 3, 1906.

APN# 447-472-02-00

Commonly Known As: (Escrow Holder shall not be concerned or liable for the verification of said address)

8559-8665 E. University Ave., San Diego, CA 92104

For purposes of this transaction the BUYER(S) is:

Mainstream Enterprises, Inc.
Buyer, complete vesting title is provided to Escrow Holder.

For purposes of this transaction the SELLER(S) is:

Donald L. Butler and Sally K. Butler, husband and wife, as community property

Free from Encumbrances EXCEPT:

1. Current general and special taxes for the fiscal year in which this escrow closes, and taxes for the ensuing year, if any, a lien not yet due and payable.

PLEASE INITIAL BUYER(S): M.T. / SELLER(S) _____ /

PAGE 1 OF 9

Escrow No.: 03200548-509-JHG

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, all bonds and assessments levied or assessed subsequent to the date of these instructions.
3. Special improvement assessments, if any.
4. Covenants, conditions, restrictions, reservations, rights, rights of way, easements and the exception or reservation of water, oil, gas, minerals, carbons, hydrocarbons or kindred substances on or under said land, now of record, if any, or in the Deed to file.
5. A First Deed of Trust, to record, in the amount of \$1,100,000.00, in favor of Donald L. Butler and Sally K. Butler, or assignee.

ADDITIONAL INSTRUCTIONS

1. **DATE CLARIFICATION:** For purposes of this Escrow (and in accordance with the provisions of the Agreement), the Parties hereto acknowledge the following:

- a. Date of Acceptance: April 29, 2005
- b. Removal of contingency date: May 24, 2005 (per #2 below)
- c. Release of deposit to Seller: May 24, 2005 (per #6 below)
- d. Scheduled Closing Date: July 28, 2005

2. **CONDITIONS TO CLOSING:**

A) Buyer and Seller shall have until time set forth in the Agreement in which to complete their inspections of subject property and in which to approve or disapprove contingencies within the time period and in the manner as set forth in the Agreement. **Buyer and Seller herein acknowledge and agree that they have chosen the "ACTIVE" method of contingency removal, which means that Buyer's failure to deliver to both Seller and Escrow Holder, its written approval or waiver of the contingencies within the above referenced time period shall be deemed Buyer's disapproval of same.**

B) Escrow Holder to provide Buyer with a copy of the preliminary report covering subject property together with copies of documents shown as exceptions thereon. Receipt shall be deemed to be two (2) days after deposit of same in the U.S. Mail or upon personal delivery of same.

C) In the event that Buyer wishes to obtain an ALTA Extended Owners Policy of Title Insurance at closing, Buyer shall so notify Escrow Holder in writing and shall provide a current ALTA survey to title company at least ten (10) working days prior to the closing date.

3. **FINANCING: PURCHASE MONEY NOTE AND DEED OF TRUST:** Buyer to execute a Purchase Money Deed of Trust to record to secure a Purchase Money Note in the amount of the Deed of Trust as set forth in these escrow instructions. The Purchase Money Note in the amount of \$1,100,000.00 shall bear interest at the rate of seven percent (7.00%) per annum from close of escrow with interest payments in the amount of \$6,000.00, beginning one month from close of escrow and thus continuing monthly until on or before fifteen (15) years from close of escrow when the entire unpaid principal balance plus accrued interest thereon shall be all due and payable. A principal reduction of \$100,000.00 shall be due within five (5) years from the close of escrow. Buyer's execution of documents shall evidence their approval of the terms and conditions contained therein. Escrow Holder is hereby authorized and instructed to draw said Purchase Money Note and Deed of Trust on Escrow Holder's standard forms. Seller to approve documents prior to close of escrow. Escrow Holder to insert the interest commencement date at close of escrow, the first payment date, the principal reduction date and the maturity date above payor's signature on the executed note.

The Purchase Money Note shall contain the following recitals:

- a. Payor agrees to pay a late charge of six percent (6%) of the monthly installment on each installment made more than ten (10) days after its due date.
- b. Privilege is reserved to pay this Note in full or in part at any time prior to its maturity without any prepayment penalty.
- c. The Deed of Trust securing this Note recites: "Should the Trustor or his successors in interest, without the consent in writing of the Beneficiary, sell, transfer or convey or permit to be sold, transferred or conveyed, his interest in the property, or any part thereof, then the Beneficiary may, at his option, declare all sums secured hereby immediately due and payable."
- d. The Deed of Trust securing this Note recites: "This Deed of Trust is given to secure a portion of the purchase price of the property described herein."

PLEASE INITIAL @BUYER(S): ML / _____ SELLER(S) _____ / _____

Page 2 of 9

Escrow No.: 03205546-909-JHS

The Purchase Money Deed of Trust shall contain the following recitals:

- A) Should the Trustor or his successors in interest, without the consent in writing of the Beneficiary, sell, transfer or convey or permit to be sold, transferred or conveyed, his interest in the property, or any part thereof, then the Beneficiary may, at his option, declare all sums secured hereby immediately due and payable.
- B) This Deed of Trust is given to secure a portion of the purchase price of the property described herein.

4. **INSURANCE:** Buyer shall obtain a new Fire/Hazard/Liability Insurance policy on the subject property prior to the close of escrow, as per requirements of the new lender. Escrow Holder is authorized and instructed to debit Buyer's account with the cost of the annual premium and pay such premium to the Insurance agent and/or company, at the close of escrow, from funds deposited by Buyer. Escrow Holder is instructed to request that the Insurance company deliver the original policy and copies, as required, to all necessary parties. In the event the property is covered by a blanket Insurance policy, Buyer shall provide Escrow Agent with a Certificate of Insurance. FAILURE TO PROVIDE SAID INSURANCE WILL DELAY THE CLOSE OF ESCROW. Escrow Holder has no obligation to obtain fire or other insurance in the absence of written instructions to do so.
5. **INTEREST BEARING ACCOUNT:** In the event Escrow Holder is instructed to place Buyer's deposit in an interest bearing account in accordance with separate investment instructions, Buyer acknowledges that Buyer's deposit cannot be placed in said account until such time as Escrow Holder is in receipt of a completed and signed W-9 form from Buyer.
6. **RELEASE OF FUNDS:** Upon Escrow Holder's receipt of Buyer's written approval of the contingencies, Escrow Holder is authorized and instructed to **IMMEDIATELY** release the sum of \$30,000.00 to Seller without the need for further instructions. The parties acknowledge that the release of funds is without liability or recourse upon Escrow Holder for the return of said funds or for the ultimate outcome of this escrow.
7. **ASSIGNMENT BY BUYER:** In the event the Agreement provides for an assignment, Buyer may elect to assign all of his right, title and interest in and to subject property per the terms and conditions as set forth in the Agreement.
8. **TAX-DEFERRED EXCHANGE:** In the event the Agreement provides Buyer and/or Seller with the option to complete a 1031 tax-deferred exchange, the parties agree to cooperate and execute the necessary documents to effect same; provided, however, that the cooperating party shall be at no expense or liability in effecting said exchange and said exchange shall not delay the close of escrow. The parties are advised to seek the advice of a tax attorney or Certified Public Accountant for the determination of any income tax consequences of an exchange and acknowledge that Commonwealth Land Title Company make no representations concerning same.
9. **AUTHORITY:** Any person or persons signing their escrow instructions and the Agreement represents that such person has full power and authority to bind that person(s)/principal and that the designated Seller and Buyer have the full authority to enter into and perform under said escrow instructions and Agreement. The Buyer and Seller further warrant that no violation of any articles of incorporation, bylaws, partnership agreement or other documents governing the activity of either Buyer or Seller has occurred entering into the Agreement and in completing the obligations pursuant to the Agreement and escrow instructions.
10. **ATTORNEY CLOSING:** If either party is represented by an attorney, the party authorizes Escrow Holder to accept instructions from their attorney as if said instruction had come directly from the party.
11. **CLOSE OF ESCROW:** The close of escrow shall be deemed to be the date documents are recorded in the office of the County Recorder, unless otherwise specified.
12. **SELLER'S CLOSING COSTS:** Escrow Holder is authorized and instructed to debit Seller's account at closing with Seller's usual closing costs, including, but not limited to, the CLTA Standard Coverage Owners Policy of Title Insurance, one-half the escrow fee, normal document drawing and recording fees, documentary transfer tax, natural hazard disclosure statement, if requested, the cost of obtaining and paying the existing encumbrances of record and all accrued interest, late charges and prepayment penalty.

PLEASE INITIAL BUYER(S): M.J. / _____ SELLER(S) _____ / _____

PAGE 3 OF 9

Escrow No.: 03205848-609-JHS

(if any), in order to place title in the condition called for in their instructions; as well as real estate commission as per separate commission instructions.

- 13. BUYER'S CLOSING COSTS:** Prior to the Closing Date, Buyer shall deliver to Escrow Holder funds in an amount estimated by Escrow Holder to pay Buyer's usual closing costs, including, but not limited to, one-half the escrow fee, the lender's title insurance premium, as well as any lender required endorsements, usual document drawing and recording fees, courier fees, and all lender costs and charges, including pre-paid interest and impounds, if any, in order to place title in the condition called for in these instructions.

- 14. PRORATIONS:** Escrow Holder is instructed to prorate as of the Closing Date the following ONLY:

Real Estate Taxes: Real estate taxes based on the current tax bill figures. Escrow Holder shall have no concern with the proration of supplemental taxes, if any, unless further advised in writing to the contrary by Seller and Buyer, prior to the close of escrow.

Rents/Security Deposits/Common Area Maintenance Charges: Escrow Holder is authorized and instructed to prorate/adjust the Rents/Security Deposits/Common Area Maintenance Charges for subject property based on a completed Rent Statement approved in writing by Buyer and Seller and provided to Escrow Holder prior to closing.

- 15. TERMINATION, BREACH OR DEFAULT:** In the event of termination, breach or default by either Buyer or Seller, Escrow Holder may require mutual written instructions prior to the disbursement of any funds or documents.

- 16. SPECIAL RECORDINGS:** In the event that this escrow does not record at 8 A.M. Escrow Holder shall proceed with the recordation of this transaction as a special recording without further notice or authorization from the parties.

- 17. THE BUYER AND SELLER AGREE AND UNDERSTAND THAT COMMONWEALTH LAND TITLE COMPANY AS ESCROW HOLDER IS GOVERNED BY THOSE PORTIONS OF THE AGREEMENT THAT COMPLY WITH ESTABLISHED ESCROW STANDARDS AND PRACTICES IN SOUTHERN CALIFORNIA AND THOSE PROVISIONS WHICH CALL FOR THE SPECIFIC PERFORMANCE BY ESCROW HOLDER, IN THE EVENT OF A CONFLICT BETWEEN THE PROVISIONS OF THE AGREEMENT AND THESE INSTRUCTIONS, THE PROVISIONS OF THESE INSTRUCTIONS SHALL PREVAIL AS TO ESCROW HOLDER'S DUTIES AND OBLIGATIONS.**

GENERAL PROVISIONS

(2/4/04)

IMPORTANT - PLEASE READ CAREFULLY

- 1. Privacy Notice (15 U.S.C. 6801 and 16 CFR Part 313)**

We collect nonpublic personal information about you from information you provide on forms and documents and from other people such as your lender, real estate agent, attorney, title company, etc. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

- 2. Execution & Delivery of Escrow Instructions**

These instructions may be executed in counterparts and said counterparts together will constitute one and the same instrument. In the event that the parties hereto utilize facsimile or electronically transmitted instructions to Escrow Holder, said parties hereby instruct Escrow Holder to rely upon such instructions as if they were originals. Any amendments and supplements to these instructions must be in writing and shall only be effective when executed and delivered to Escrow Holder. Escrow Holder shall not be concerned with nor have any obligations with respect to items designated as memoranda in these instructions or with any other agreement or contract between the parties to this escrow.

- 3. Deposit of Funds**

- (1) All funds received in this escrow will be deposited with other escrow funds in one or more non-interest-bearing escrow accounts of Escrow Holder in a financial institution selected by Escrow Holder. Escrow Holder shall not be responsible and shall have no liability for any delay in closing this escrow if the funds deposited in this escrow are not available for immediate withdrawal as a matter of right following deposit in such financial institution.

PLEASE INITIAL BUYER(S): MI / SELLER(S): _____

PAGE 4 OF 9

Escrow No.: 02205848-609-JH5

- (ii) You have the opportunity to earn interest on the funds you deposit with us through a deposit account arrangement that Escrow Holder has established with one of its financial institutions. The interest rate for these accounts varies between financial institutions, fluctuates periodically based on market conditions and other factors, and may change prior to or during the time your funds are on deposit. You will not have an opportunity to earn interest on any funds deposited by a lender.
- (iii) If you elect to earn interest through this special account arrangement, Escrow Holder will charge you an additional fee of \$35.00 for the establishment and maintenance of the account. This fee compensates Escrow Holder for the costs associated with opening and managing the interest-bearing account, preparing correspondence/documentation, transferring funds, maintaining appropriate records for audit/reconciliation purposes and filing any required tax withholding statements. It is important that you consider this cost in your decision since the cost may exceed the interest you earn. If you are interested in having your funds deposited in an interest-bearing account, please contact your escrow officer.
- (iv) If you do not elect to have your funds deposited in an interest-bearing account, your funds (together with any funds deposited by a lender) will be held in Escrow Holder's general escrow trust account. The general escrow trust account is restricted and protected against claims by third parties or creditors of Escrow Holder. Escrow Holder and/or its parent company may receive certain direct and indirect financial benefits from the financial institution as a result of maintaining the general escrow trust account. These benefits may include, without limitation, credits allowed by such financial institution on loans to Escrow Holder and/or its parent company and earnings on investments made with the proceeds of such loans, as well as accounting, reporting and other services and products of such financial institution. Escrow Holder shall have no obligation to account to the parties to this escrow in any manner for the value of, or to pay to any party, any benefit received by Escrow Holder and/or its parent company. Any such benefits shall be deemed additional compensation of Escrow Holder for its services in connection with this escrow. Some or all of these benefits may be deemed interest due you under California Insurance Code Section 12413.5. As indicated above, you may elect to have your funds placed in a separate, interest-bearing account and receive the benefits therefrom, but you will be required to pay Escrow Holder an additional fee for this service. Alternatively, you may leave your funds in the general escrow trust account and thereby authorize Escrow Holder to keep the benefits it and/or its parent company receives from the financial institution. In either event, you understand and agree that Escrow Holder and/or its parent company may receive and retain for their sole benefit any and all benefits derived from the general escrow trust account prior to the deposit of your funds in an interest-bearing account and following the withdrawal of your funds from such interest-bearing account (normally two business days prior to the close of escrow).
- (v) All parties depositing funds in connection with this escrow are hereby notified that the funds so deposited are insured only to the limit provided by the Federal Deposit Insurance Corporation.
- (vi) Funds deposited by a lender are ordinarily deposited to escrow one or two days prior to closing. You should be aware that your lender may begin charging interest on your loan from the date loan funds are deposited into Escrow Holder's escrow trust account.

4. Good Funds Law - California Insurance Code §12413.1

All parties are aware and understand that California Insurance Code §12413.1 mandates that funds deposited into an escrow must be collected and available for withdrawal PRIOR TO DISBURSEMENT. The determination of the availability of funds is set forth as follows:

- (i) CASH AND ELECTRONIC TRANSFERS ("wired funds") are available for SAME DAY disbursement.
- (ii) CASHIER'S CHECKS AND CERTIFIED CHECKS are available for disbursement THE NEXT BUSINESS DAY;

In order to avoid unnecessary delays of two to seven days, or more, please use wire transfers, cashier's checks or certified checks whenever possible.

5. License of Escrow Holder

Escrow Holder is licensed by the California Department of Insurance to act as an underwritten title company, or if Escrow Holder's name includes the word "Insurance", Escrow Holder has a Certificate of Authority issued by the California Department of Insurance to transact the business of title insurance.

6. Prorations

All adjustments and prorations called for in this escrow shall be made on the basis of a thirty (30) day month, unless otherwise instructed in writing.

7. Sufficiency, Validity, Authority, etc. of Documents

Escrow Holder shall not be responsible or have any liability with respect to the sufficiency or correctness as to form, manner of execution, or validity of any document deposited in this escrow, nor as to the identity, authority or rights of any person executing the same. Escrow Holder's duties hereunder shall be limited to the proper handling and disbursement of funds deposited in this escrow and the proper safekeeping and delivery of such documents received by Escrow Holder, in accordance with the written instructions given to Escrow Holder in this escrow in which all parties have concurred.

8. Conveyance and Vesting

Escrow Holder is instructed to draw a Grant Deed, using any standard form, conveying title from Seller to Buyer, with Buyer's legal vesting. Buyer acknowledges that Escrow Holder cannot give advice as to vesting, and understands that the vesting designated may have significant legal and tax consequences. Buyer is advised to seek the advice of Buyer's own attorney and accountant with regard to vesting. Buyer shall furnish Escrow Holder with Buyer's vesting prior to the

PLEASE INITIAL BUYER(S): NI SELLER(S) _____

PAGE 5 OF 9

Escrow No.: 03205848-609-JMS

date of preparation of Buyer's loan documents or close of escrow (if Buyer is not obtaining financing). Escrow Holder is hereby authorized and instructed to complete and/or correct Buyer's vesting on the Grant Deed, even if it has already been executed and notarized. If Buyer is married and taking title alone, (1) Buyer shall furnish Escrow Holder with the name of Buyer's spouse, (2) Escrow Holder is authorized and instructed to prepare an Interspousal Transfer or Quitclaim Deed for Buyer's spouse's signature and (3) Escrow Holder is to record same at close of escrow, charging Buyer's account for the preparation and recording fees associated with this deed.

9. Copies of Escrow Instructions

Escrow Holder is authorized to furnish copies of these instructions, any supplements and/or amendments thereto, notices of cancellation and closing statements to any real estate brokers or agents representing any party to this escrow and to any lender whose loan will be paid through this escrow or will be used to fund this escrow.

10. Cancellation

In the event this escrow is canceled, the parties hereto agree to pay Escrow Holder its cancellation fee for work performed, and to pay all expenses incurred by Escrow Holder. If a demand to cancel this escrow is submitted to Escrow Holder or if there is no written communication from the parties for a period of six months, Escrow Holder shall notify the parties of its intention to cancel this escrow and return all documents and funds (less cancellation fees and costs) to the party depositing the same. If no written objection to such notice is given to Escrow Holder within fifteen (15) days of mailing such notice, Escrow Holder shall cancel this escrow and return all funds and/or documents, then held by Escrow Holder to the party depositing the same.

11. Disputes

No notice, demand or change of instruction shall be of any effect in this escrow unless given in writing by all parties affected thereby. In the event a demand for funds and/or documents deposited with Escrow Holder in connection with this escrow is made and which is not concurred in by all parties hereto, Escrow Holder, notwithstanding which party made such demand, may elect to do any of the following:

(I) Take no further action in connection with this escrow and continue to hold such funds and/or documents until receipt of mutual concurring instructions from all parties to this escrow as to the disposition of such funds and/or documents;

(II) Commence an action in Interpleader and obtain an order from the court allowing Escrow Holder to deposit such funds and/or documents with the court, in which case Escrow Holder shall have no further liability or obligations with respect to this escrow; or

(III) In the event that any party commences an action against any other party with respect to this escrow, deposit such funds and/or documents with the court, in which case Escrow Holder shall have no further liability or obligations with respect to this escrow.

In the event Escrow Holder interpleads any funds and/or documents with any court pursuant to either subparagraphs (ii) or (iii) above, Escrow Holder shall be entitled to reimbursement of its reasonable attorneys' fees and expenses of litigation in connection with such action.

12. Arbitration

In the event of a claim or controversy between Escrow Holder and any party hereto involving an amount greater than \$5,000.00 and arising out of this escrow, either Escrow Holder or such other party may demand arbitration pursuant to the Rules of the American Arbitration Association. The decision of the arbitrator shall be binding on all parties and judgment upon the award of the arbitrator may be entered in any court having jurisdiction thereof.

13. No Duty to Notify as to Other Transactions

Escrow Holder shall have no duty or responsibility to notify any party to this escrow of any sale, resale, loan, exchange or other transaction involving the property which is the subject of this escrow or any profit realized by any person or entity in connection therewith, notwithstanding that Escrow Holder may act as escrow holder for such transaction(s) in this or another escrow(s).

14. Failure to Close Timely

If the conditions for closing this escrow have not occurred at the time set forth herein for closing, Escrow Holder is nevertheless to continue to act hereunder and to close this escrow as soon thereafter as such conditions (except as to time) shall have been met, unless any party shall have made a written demand on Escrow Holder for cancellation of this escrow and/or for the return of any funds and/or documents deposited by such party.

15. Delivery of Documents and Funds

Escrow Holder will send documents to the parties in an appropriate manner, such as regular mail, facsimile or email, unless otherwise instructed. Delivery by Escrow Holder of documents to a party's real estate agent or broker shall constitute delivery to that party. Funds may be delivered by regular mail, overnight mail or wire, at the discretion of Escrow Holder, unless otherwise instructed by the party to whom the funds are delivered.

16. Retention of Records

After the closing or cancellation of this escrow, Escrow Holder shall retain the escrow file(s) pertaining to this escrow for a minimum of one year, after which time Escrow Holder is authorized to destroy or otherwise dispose of such file(s) without notice or liability to the parties hereto.

PLEASE INITIAL BUYER(S): MT / SELLER(S) _____

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Escrow No.: 03205848-609-JHB

17. California Withholding

In accordance with Section 18662 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to 3-1/3 percent of the sales price in the case of a disposition of California real property interest by either:

1. A seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of the seller, OR
2. A corporate seller that has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000), OR
2. The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a corporation with a permanent place of business in California, OR
3. The seller, who is an individual, executes a written certificate, under the penalty of perjury, of any of the following:
 - A. That the California real property being conveyed is the seller's principal residence (within the meaning of Section 121 of the Internal Revenue Code).
 - B. That the California real property being conveyed is or will be exchanged for property of like kind (within the meaning of Section 1031 of the Internal Revenue Code), but only to the extent of the amount of gain not required to be recognized for California income tax purposes under Section 1031 of the Internal Revenue Code.
 - C. That the California real property has been compulsorily or involuntarily converted (within the meaning of Section 1033 of the Internal Revenue Code) and that the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under Section 1033 of the Internal Revenue Code.
 - D. That the California real property transaction will result in a loss for California income tax purposes.

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis for corporations or other entities.

Buyer understands that in no event will Escrow Holder undertake to advise Buyer and/or Buyer's representative on the possible application of the above code sections to this specific transaction. Unless expressly instructed by Seller and Buyer herein, Buyer understands that Escrow Holder will NOT assist in obtaining a waiver from withholding from the Franchise Tax Board.

Should Buyer and Seller herein direct Escrow Holder to undertake any activities pursuant to the withholding provisions under California law, Buyer and Seller agree to cooperate fully in providing necessary information to Escrow Holder. Buyer and Seller agree to indemnify and hold Escrow Holder harmless in the event of noncompliance resulting from information supplied by either Buyer and/or Seller. For additional information concerning the withholding provisions under the code sections referenced above, please contact the Franchise Tax Board-Withhold-at-Source Unit at (916) 845-4900, P.O. Box 651, Sacramento, CA 95812-0651.

18. Foreign Investment in Real Property Act (FIRPTA)

Buyer is hereby notified that FIRPTA withholding (Internal Revenue Code Section 1445) may be applicable to certain sales of United States real estate by non-resident aliens. Unless instructed otherwise by the parties to this escrow, Escrow Holder is released from any liability, obligation or responsibility with respect to compliance with said Code Section, including, but not limited to (a) withholding of funds, (b) advising the parties as to the requirements of said Code sections, (c) determining whether transferor (Seller) is a foreign person or entity and/or (d) obtaining a non-foreign affidavit.

19. Preliminary Change of Ownership

Prior to the close of escrow, Buyer may hand Escrow Holder a fully completed and executed "Preliminary Change of Ownership Report" (PCOR) pursuant to the requirements of California Revenue and Taxation Code Section 480.3. Buyer may elect not to complete and execute said form prior to the close of escrow. Should Buyer choose not to execute the PCOR or should the County Recorder's office reject the PCOR for any reason, Buyer is aware that a \$20.00 charge will be assessed by the County Recorder's office and Escrow Holder will charge the account of Buyer accordingly. In the event the PCOR has not been filed at the time the documents record OR the County Tax Assessors office determines that the form has not been properly completed, Buyer will be responsible for obtaining and completing a new PCOR and any additional documents that may be required by the Assessor's office. Failure to file a proper PCOR will result in additional penalties in accordance with Section 480 of the California Revenue and Taxation Code. Escrow Holder's sole duty shall be the delivery of the PCOR to the County Recorder at the time of recordation of transfer documents, if it is provided to Escrow Holder. Escrow Holder assumes no liability or responsibility regarding the proper completion of the PCOR.

PLEASE INITIAL ☒ BUYER(S): MI / _____ SELLER(S) _____ / _____

PAGE 7 OF 9

Escrow No. 032008048-609-JHS

20. Supplemental Taxes

Buyer is advised that the County Tax Assessor will revalue property that changes ownership or contains new construction, which may result in a supplemental assessment. The supplemental taxes will be assessed from the date of the change in ownership or completion of construction.

21. Fire/Hazard Insurance

Buyer shall obtain Fire/Hazard Insurance coverage, if applicable, on the subject property prior to the close of escrow, as per requirements of the new lender. If Buyer has not paid policy premium prior to close of escrow, Escrow Holder is authorized and instructed to debit Buyer's account with the cost of the annual premium and pay such premium to the Insurance agent and/or company, at the close of escrow, from funds deposited by Buyer. Escrow Holder is instructed to request that the insurance company deliver the original policy and copies, as required, to all necessary parties. In the event the property is covered by a blanket Insurance policy, Buyer shall provide Escrow Holder with a Certificate of Insurance. FAILURE TO PROVIDE FIRE/HAZARD INSURANCE WILL DELAY THE CLOSE OF ESCROW. Escrow Holder has no obligation to obtain fire or other insurance in the absence of a written instruction to do so.

22. Fees and Charges; Messenger Fees

Escrow, title, and recording charges and other costs are to be charged to the principals' accounts in accordance with customary practices in this County, unless Escrow Holder is instructed to do otherwise in writing. The charges which the Company will make for sending documents and/or checks via next day messenger services (i.e. Federal Express, UPS, DHL, Airborne, Express Mail, etc.) are \$15.00 per letter for standard overnight service, and \$25.00 for larger size packages and/or priority delivery services, both of which charges include a mark-up to cover the Company's expenses, overhead and profit for arranging the service. Special messenger fees will be charged at the actual cost of the messenger service, plus a mark-up to cover the Company's expenses, overhead and profit for arranging the service. There will be no additional charge for pick-up or delivery of packages via the Company's regularly scheduled messenger runs.

23. Fees Paid in Advance

Escrow Holder is hereby instructed to use Buyer's funds deposited into escrow to pay any statements submitted prior to close of escrow to pay such items as, but not limited to, charge by a homeowner's association management company for ordering documents, lender's charge for a payoff statement, city's charge for city reports, home warranty insurance policy, natural hazard report, termite report, charges for work completed pursuant to an agreement of the parties, etc. In the event escrow is cancelled and Buyer is entitled to a refund of deposited funds, the amount of any fees advanced shall be deducted from the funds returned to Buyer. Seller hereby agrees to immediately deposit into escrow the amount of fees advanced for which Seller is responsible, and Escrow Holder will immediately disburse the amount of such deposit to Buyer. Buyer hereby agrees to immediately return to Escrow Holder any documentation provided to Buyer that is associated with fees advanced by Escrow Holder. Buyer shall not be reimbursed for any fees associated with documents provided to Buyer which are not returned to Escrow Holder. Escrow Holder shall not be liable to Buyer for fees deducted from Buyer's deposit in the event Seller fails to deposit the amount of such fees into escrow.

24. Special Recording; Late Confirmation of Recording

Seller's proceeds may not be available, and encumbrances may not be paid off, until the first business day following the day of recording if 1) documents recorded at close of escrow are recorded later in the day than 8:00 a.m. (which is called a "special recording") or if 2) the County Recorder does not provide confirmation of recording within sufficient time to allow same-day disbursement of funds by wire or check.

25. IRS Form 1099 Requirements

If requested by Escrow Holder, Seller will furnish Escrow Holder with sufficient information to file form 1099, if required, with the Internal Revenue Service for the sale of the real property which is subject to this escrow.

26. Disclosure Reports

Escrow Holder is not to be concerned with disclosures made by the parties to each other. In the event Escrow Holder receives any disclosure reports requiring signatures or approval by a party, Escrow Holder's only responsibility will be to forward the report to the appropriate party.

27. Loan Payoffs

When a mortgage, deed of trust or tax lien is to be paid off through escrow, Escrow Holder is authorized to pay the payoff demand received from the creditor. Seller/borrower understands that a loan payoff may include a prepayment penalty and other charges.

2/4/04

PLEASE INITIAL BUYER(S): MT / SELLER(S): _____

PAGE 8 OF 9

BUYER:

SELLERS:

Mainstream Enterprises, Inc.

Name/Title: *Monty Tinsley / President* Donald L. ButlerSally K. Butler

Commonwealth Land Title Company
750 "B" Street
Suite 3000
San Diego, CA 92101
(619) 233-3000

UNION BANK OF CALIFORNIA, N.A.
1201 Fifth Avenue
San Diego, CA 92101
18-4971220

NO. 1096784

FILE NUMBER	DATE	AMOUNT
03205848 - JH5	08/23/2005	\$15,000.00

PAY FIFTEEN THOUSAND DOLLARS and no/100

TO THE ORDER OF DONALD L. BUTLER AND SALLY K. BUTLER

DUPLICATE CHECK

NON-NEGOTIABLE

ESCROW FILE COPY - DETACH AND FILE

Escrow No. 03205848 - JH5

Check Date: 08/23/2005

Check No. 1096784

Release of Deposit

\$15,000.00

Check Total

\$15,000.00

Seller/Buyer: Butler/Mainstream Enterprises
Property Address: 3659-3665 E. University Ave. San Diego, CA 92104
Tax Parcel Id: 447-472-02-00 Memo:

THIS CHECK IS VOID WITHOUT A BLUE & GREEN BORDER AND BACKGROUND, PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW



LandAmerica
Commonwealth
Escrow Trust Account

UNION BANK OF CALIFORNIA, N.A.
1201 Fifth Avenue
San Diego, CA 92101
18-4971220

NO. 1096784

Commonwealth Land Title Company
Void Over 180 Days

FILE NUMBER	DATE	AMOUNT
03205848 - JH5	08/23/2005	\$15,000.00

PAY FIFTEEN THOUSAND DOLLARS and no/100

TO THE ORDER OF DONALD L. BUTLER AND SALLY K. BUTLER

ESCROW TRUST ACCOUNT

AUTHORIZED SIGNATURE

SIGNATURE AREA CONTAINS A KNIGHT & FINGERPRINT CHECK WORKING

1096784 122000496 9100821688

APPROVE AND SIGN THE PATENT NUMBERS UNDER SIGNATURE INDICATES CHECK IS FRAUDULENT. PATENT NUMBERS ARE PRINTED WITH HEAT SENSITIVE INK & WILL DISAPPEAR WHEN BLOWING OR RUBBING

Commonwealth Land Title Company
750 "B" Street
Suite 3000
San Diego, CA 92101
(619) 233-3000

UNION BANK OF CALIFORNIA, N.A.
1201 Fifth Avenue
San Diego, CA 92101
18-401220

NO. 1093381

FILE NUMBER	DATE	AMOUNT
03205848 - JH5	08 /12/2005	\$15,000.00

PAY FIFTEEN THOUSAND DOLLARS and no/100

TO THE ORDER OF DONALD L. BUTLER AND SALLY K. BUTLER

DUPLICATE CHECK

NON-NEGOTIABLE

MICROWAVE COPY - DETACH AND FILE

Escrow No. 03205848 - JH5

Check Date: 08/12/2005

Check No. 1093381

DESCRIPTION	CODE	AMOUNT
Release of Deposit		\$15,000.00
Check Total		\$15,000.00

Seller/Buyer: Butler/Mainstream Enterprises
Property Address: 3659-3665 E. University Ave. San Diego, CA 92104
Tax Parcel Id: 447-472-02-00 Memo:

THIS CHECK IS VOID WITHOUT A BLUE & GREEN BORDER AND BACKGROUND PLUS A KNIGHT'S FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW



LandAmerica
Commonwealth

BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

UNION BANK OF CALIFORNIA, N.A.
1201 Fifth Avenue
San Diego, CA 92101
18-44/1220

NO. 1093381

Commonwealth Land Title Company
Valid Over 180 Days

Escrow Trust Account

750 "B" Street
Suite 3000
San Diego, CA 92101
(619) 233-3000

FILE NUMBER	DATE	AMOUNT
03205848 - JH5	08/12/2005	\$15,000.00

PAY FIFTEEN THOUSAND DOLLARS and no/100

ESCROW TRUST ACCOUNT

TO THE ORDER OF DONALD L. BUTLER AND SALLY K. BUTLER

Paula May
AUTHORIZED SIGNATURE

SIGNATURE AREA CONTAINS A KNIGHT'S FINGERPRINT CHECK WORDING

1093381 122000496 9100821688

Commonwealth Land Title Company
750 "B" Street
Suite 2350
San Diego, CA 92101
(618) 233-3000

UNIONBANK OF CALIFORNIA N.A.
6201 FIDELITY
San Diego, CA 92101
18-478220

NO. 1058179

CHECK NUMBER	DATE	AMOUNT
03205848 - JH5	05/24/2005	\$30,000.00

PAY THIRTY THOUSAND DOLLARS and no/100

TO THE ORDER OF DONALD L. BUTLER AND SALLY K. BUTLER

DUPLICATE CHECK
NON-NEGOTIABLE

FRONT SIDE ONLY - DETACH AND RE-ATTACH

018/013

012

COMMONWEALTH
SCOTT BUTLER

11/27/2008 05:54 FAX 858 842 1545
11/27/2008 10:10 FAX 618 233 4487



CALIFORNIA
ASSOCIATION
OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS

(As required by the Civil Code)
(C.A.R. Form AD, Revised 10/04)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller:

A Fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer:

A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

BUYER/SELLER _____ Date 11/2/2006 Time 10:00 AM/PM

BUYER/SELLER _____ Date _____ Time _____ AM/PM

AGENT RON BLAKE By [Signature] Date 10/31/06
(Please Print) (Associate-Licensee or Broker Signature)

THIS FORM SHALL BE PROVIDED AND ACKNOWLEDGED AS FOLLOWS (Civil Code § 2079.14):

- When the listing brokerage company also represents Buyer, the Listing Agent shall have one AD form signed by Seller and one signed by Buyer.
- When Buyer and Seller are represented by different brokerage companies, the Listing Agent shall have one AD form signed by Seller and the Buyer's Agent shall have one AD form signed by Buyer and one AD form signed by Seller.

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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



AD REVISED 10/04 (PAGE 1 OF 1) PRINT DATE

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS (AD PAGE 1 OF 1)

Physical Property Description
3659-3665 University Ave, San Diego, CA 92104

This rectangular lot is approximately 5,000 square feet in size and is improved with an approximately 5,880 square foot two story building. The property is located on the south side of University Ave, east of the interstate 805 freeway and west of the interstate 15 freeway.

This parcel number 447-472-02 is zoned CC-5-4.



THE CITY OF SAN DIEGO

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Development Services

Official Zoning Map

Validation by Address

Results for: 3659 UNIVERSITY AV

Zone(s) per Official Zoning Map:

Name	Abbreviated Name	
CC-5-4	CC-5-4	More Info

Map Sheets:

Map Sheet Index Nbr	Map Image
19	View Map Image

Results as of November 08, 2006

[Lookup another location.](#)

Article 1: Base Zones

Division 5: Commercial Base Zones

(Added 12-9-1997 by O-18451 N.S.; effective 1-1-2000.)

§131.0501 Purpose of Commercial Zones

The purpose of the commercial zones is to provide for the employment, shopping, services, recreation, and lodging needs of the residents of and visitors to the City. The intent of the commercial zones is to provide distinct regulations for size, intensity, and design to reflect the variety of the desired *development* patterns within San Diego's communities.

(Added 12-9-1997 by O-18451 N.S.; effective 1-1-2000.)

§131.0502 Purpose of the CN (Commercial--Neighborhood) Zones

(a) The purpose of the CN zones is to provide residential areas with access to a limited number of convenient retail and personal service uses. The CN zones are intended to provide areas for smaller scale, lower intensity *developments* that are consistent with the character of the surrounding residential areas. The zones in this category may include residential *development*. Property within the CN zones will be primarily located along local and selected collector *streets*.

(b) The CN zones are differentiated based on the permitted lot size and pedestrian orientation as follows:

- CN-1-1 allows *development* of a limited size with a pedestrian orientation
- CN-1-2 allows *development* with an auto orientation
- CN-1-3 allows *development* with a pedestrian orientation

(Added 12-9-1997 by O-18451 N.S.; effective 1-1-2000.)

§131.0503 Purpose of the CR (Commercial--Regional) Zones

(a) The purpose of the CR zones is to provide areas for a broad mix of business/professional office, commercial service, retail, wholesale, and limited manufacturing uses. The CR zones are intended to accommodate large-scale, high intensity *developments*. Property within these zones will be primarily located along major *streets*, primary arterials, and major public transportation lines.

- (b) The CR zones are designed for auto-oriented *development* and are differentiated based on the uses allowed as follows:
- CR-1-1 allows a mix of regional serving commercial uses and residential uses, with an auto orientation
 - CR-2-1 allows regional serving commercial and limited industrial uses with an auto orientation but no residential use.
- (Added 12-9-1997 by O-18451 N.S.; effective 1-1-2000.)

§131.0504 Purpose of the CO (Commercial--Office) Zones

- (a) The purpose of the CO zones is to provide areas for employment uses with limited, complementary retail uses and medium to high *density* residential *development*. The CO zones are intended to apply in larger activity centers or in specialized areas where a full range of commercial activities is not desirable.
- (b) The CO zones are differentiated based on the uses allowed as follows:
- CO-1-1 allows a mix of office and residential uses with a neighborhood scale and orientation
 - CO-1-2 allows a mix of office and residential uses that serve as an employment center
- (Added 12-9-1997 by O-18451 N.S.; effective 1-1-2000.)

§131.0505 Purpose of the CV (Commercial--Visitor) Zones

- (a) The purpose of the CV zones is to provide areas for establishments catering to the lodging, dining, and recreational needs of both tourists and the local population. The CV zones are intended for areas located near employment centers and areas with recreational resources or other visitor attractions.
- (b) The CV zones are differentiated based on *development* size and orientation as follows:
- CV-1-1 allows a mix of large-scale, visitor-serving uses and residential uses
 - CV-1-2 allows a mix of visitor-serving uses and residential uses with a pedestrian orientation
- (Added 12-9-1997 by O-18451 N.S.; effective 1-1-2000.)

§131.0506 Purpose of the CP (Commercial--Parking) Zone

The purpose of the CP zone is to provide off-street parking areas for passenger automobiles. The CP zone is intended to be applied in conjunction with established commercial areas to provide needed or required off-street parking.
(Added 12-9-1997 by O-18451 N.S.; effective 1-1-2000.)

§131.0507 Purpose of the CC (Commercial--Community) Zones

- (a) The purpose of the CC zones is to accommodate community-serving commercial services, retail uses, and limited industrial uses of moderate intensity and small to medium scale. The CC zones are intended to provide for a range of *development* patterns from pedestrian-friendly commercial *streets* to shopping centers and auto-oriented strip commercial *streets*. Some of the CC zones may include residential *development*. Property within the CC zones will be primarily located along collector *streets*, major *streets*, and public transportation lines.
- (b) The CC zones are differentiated based on the uses allowed and regulations as follows:
 - (1) The following zones allow a mix of community-serving commercial uses and residential uses:
 - CC-1-1 is intended to accommodate *development* with strip commercial characteristics
 - CC-1-2 is intended to accommodate *development* with high intensity, strip commercial characteristics
 - CC-1-3 is intended to accommodate *development* with an auto orientation
 - (2) The following zones allow community-serving uses with no residential uses:
 - CC-2-1 is intended to accommodate *development* with strip commercial characteristics
 - CC-2-2 is intended to accommodate *development* with high intensity, strip commercial characteristics
 - CC-2-3 is intended to accommodate *development* with an auto orientation

- (3) The following zones allow a mix of pedestrian-oriented, community-serving commercial uses and residential uses:
- CC-3-4 is intended to accommodate *development* with a pedestrian orientation
 - CC-3-5 is intended to accommodate *development* with a high intensity, pedestrian orientation
- (4) The following zones allow heavy commercial uses and residential uses:
- CC-4-1 is intended to accommodate *development* with strip commercial characteristics
 - CC-4-2 is intended to accommodate *development* with high intensity, strip commercial characteristics
 - CC-4-3 is intended to accommodate *development* with an auto orientation
 - CC-4-4 is intended to accommodate *development* with a pedestrian orientation
 - CC-4-5 is intended to accommodate *development* with a high intensity, pedestrian orientation
- (5) The following zones allow a mix of heavy commercial and limited industrial uses and residential uses:
- CC-5-1 is intended to accommodate *development* with strip commercial characteristics
 - CC-5-2 is intended to accommodate *development* with high intensity, strip commercial characteristics
 - CC-5-3 is intended to accommodate *development* with an auto orientation
 - CC-5-4 is intended to accommodate *development* with a pedestrian orientation
 - CC-5-5 is intended to accommodate *development* with a high intensity, pedestrian orientation

(Added 12-9-1997 by O-18451 N.S.; effective 1-1-2000.)

§131.0515 Where Commercial Zones Apply

On the effective date of Ordinance O-18692, all commercial zones that were established in Municipal Code Chapter 10, Article 1, Division 4 shall be amended and replaced with the base zones established in this division, as shown in Table 131-05A.

Table 131-05A
Commercial Zone Applicability

Previous Chapter 10 Commercial Zone Replaced with New Commercial Zone Established by this Division	
Commercial Zone that Existed on December 31 1999.	Applicable Zone of this Division
CN	CN-1-2
CA	CC-1-3
CA-RR	CC-2-3
CC	CC-3-5
CO	CO-1-2
CR	CV-1-1
CV	CV-1-2
C, C (PCOZ)	CC-4-5
C-1	CC-4-2
C-1 (PCOZ)	CC-4-4
CBD	CR-1-1
CP	CP-1-1
No Existing Zone	CN-1-1, CN-1-3
No Existing Zone	CC-1-1, CC-1-2,
No Existing Zone	CC-2-1, CC-2-2
No Existing Zone	CC-3-4
No Existing Zone	CC-4-1, CC-4-3
No Existing Zone	CC-5-1, CC-5-2, CC-5-3, CC-5-4 CC-5-5
No Existing Zone	CR-2-1
No Existing Zone	CO-1-1

(Added 12-9-1997 by O-18451 N.S.; effective 1-1-2000.)

§131.0520 Use Regulations of Commercial Zones

The regulations of Section 131.0522 apply in the commercial zones unless otherwise specifically provided by footnotes indicated in Table 131-05B. The uses permitted in any zone may be further limited if *environmentally sensitive lands* are present, pursuant to Chapter 14, Article 3, Division 1 (Environmentally Sensitive Lands Regulations).

- (a) Within the commercial zones, no *structure* or improvement, or portion thereof, shall be constructed, established, or altered, nor shall any *premises* be used or maintained except for one or more of the purposes or activities listed in Table 131-05B. It is unlawful to establish, maintain, or use any *premises* for any purpose or activity not listed in this section or Section 131.0522.

- (b) All uses or activities permitted in the commercial zones shall be conducted entirely within an enclosed building unless the use or activity is traditionally conducted outdoors.
 - (c) *Accessory uses* in the commercial zones may be permitted in accordance with Section 131.0125.
 - (d) Temporary uses may be permitted in the commercial zones for a limited period of time with a Temporary Use Permit in accordance with Chapter 12, Article 3, Division 4.
 - (e) For any use that cannot be readily classified, the City Manager shall determine the appropriate use category and use subcategory pursuant to Section 131.0110.
- (Added 12-9-1997 by O-18451 N.S.; effective 1-1-2000.)

§131.0522 Use Regulations Table of Commercial Zones

The uses allowed in the commercial zones are shown in Table 131-05B.

Legend for Table 131-05B

Symbol in Table 131-05B	Description of Symbol
P	Use or use category is permitted. Regulations pertaining to a specific use may be referenced.
L	Use is permitted with limitations, which may include location limitations or the requirement for a use or <i>development permit</i> . Regulations are located in Chapter 14, Article 1 (Separately Regulated Use Regulations).
N	Neighborhood Use Permit Required. Regulations are located in Chapter 14, Article 1 (Separately Regulated Use Regulations).
C	Conditional Use Permit Required. Regulations are located in Chapter 14, Article 1 (Separately Regulated Use Regulations).
-	Use or use category is not permitted.

Table 131-05B
Use Regulations Table for Commercial Zones

Use Categories/Subcategories [See Section 131.0112 for an explanation and descriptions of the Use Categories, Subcategories, and Separately Regulated Uses]	Zone Designator			Zones										
	1st & 2nd >>	CN ⁽¹⁾ -			CR-		CO-		CV-		CP-			
		3rd >>			1-	1-	2-	1-	1-	1-	1-			
		4th >>	1	2	3	1	1	1	2	1	2	1		
Open Space														
Active Recreation				-			-	-	-		-		-	
Passive Recreation				-			-	-	-		-		-	
Natural Resources Preservation				-			-	-	-		-		-	
Park Maintenance Facilities				-			-	-	-		-		-	
Agriculture														
Agricultural Processing				-			-	-	-		-		-	
Aquaculture Facilities				-			-	-	-		-		-	
Dairies				-			-	-	-		-		-	
Horticulture Nurseries & Greenhouses				-			-	-	-		-		-	
Raising & Harvesting of Crops				-			-	-	-		-		-	
Raising, Maintaining & Keeping of Animals				-			-	-	-		-		-	
Separately Regulated Agriculture Uses														
Agricultural Equipment Repair Shops				-			P	P	-		-		-	
Commercial Stables				-			-	-	-		L		-	
Community Gardens				-			-		-		-		-	
Equestrian Show & Exhibition Facilities				-			-	-	-		C		-	
Open Air Markets for the Sale of Agriculture-related Products & Flowers				-			-	-	-		-		-	
Residential														
Group Living Accommodations				-			-	-	-		-		-	
Mobilehome Parks				-			-	-	-		-		-	
Multiple Dwelling Units				P ⁽²⁾			P ⁽²⁾	-	P ⁽²⁾		P ⁽²⁾		-	
Single Dwelling Units				-			-	-	-		-		-	
Separately Regulated Residential Uses														
Boarder & Lodger Accommodations				L ⁽²⁾			L	-	L		L ⁽²⁾		-	
Companion Units				-			-	-	-		-		-	
Employee Housing:														
6 or Fewer Employees				-			-	-	-		-		-	

(3-2006)

Use Categories/Subcategories [See Section 131.0112 for an explanation and descriptions of the Use Categories, Subcategories, and Separately Regulated Uses]	Zone Designator			Zones									
	1st & 2nd >>	CN ⁽¹⁾⁻			CR-		CO-		CV-		CP-		
		3rd >>	1-			1-	2-	1-	1-	1-	1-		
			4th >>	1	2	3	1	1	1	2	1	2	1
12 or Fewer Employees				-	-	-	-	-	-	-	-	-	
Greater than 12 Employees				-	-	-	-	-	-	-	-	-	
Fraternities, Sororities and Student Dormitories				C ⁽²⁾	C	-	C	C ⁽²⁾	-	-	-	-	
Garage, Yard, & Estate Sales				-	-	-	-	-	-	-	-	-	
Guest Quarter				-	-	-	-	-	-	-	-	-	
Home Occupations				L	L	-	L	L	-	-	-	-	
Housing for Senior Citizens				C ⁽²⁾	C	-	C	C ⁽²⁾	-	-	-	-	
Live/Work Quarters				-	L	-	-	-	-	-	-	-	
Residential Care Facilities:													
6 or Fewer Persons				P ⁽²⁾	P	-	P	P ⁽²⁾	-	-	-	-	
7 or More Persons				C ⁽²⁾	C	-	C	C ⁽²⁾	-	-	-	-	
Transitional Housing:													
6 or Fewer Persons				P ⁽²⁾	P	-	P	P ⁽²⁾	-	-	-	-	
7 or More Persons				C ⁽²⁾	C	-	C	C ⁽²⁾	-	-	-	-	
Watchkeeper Quarters				-	-	L	-	-	-	-	-	-	
Institutional													
Separately Regulated Institutional Uses													
Airports				-	C	C	C	C ⁽¹⁰⁾	-	-	-	-	
Botanical Gardens & Arboretums				-	P	P	C	P	-	-	-	-	
Cemeteries, Mausoleums, Crematories				-	C	C	C	C ⁽¹⁰⁾	-	-	-	-	
Churches & Places of Religious Assembly				C ⁽¹⁰⁾	C	C	C	C ⁽¹⁰⁾	-	-	-	-	
Communication Antennas:													
Minor Telecommunication Facility				L	L	L	L	L	-	L	-	L	
Major Telecommunication Facility				C ⁽¹⁰⁾	C	C	C	C ⁽¹⁰⁾	-	C	-	C	
Satellite Antennas				L	L	L	L	L	-	L	-	L	
Correctional Placement Centers				-	C	C	C	C ⁽¹⁰⁾	-	-	-	-	
Educational Facilities:													
Kindergarten through Grade 12				C ⁽¹⁰⁾	C	C	C	C ⁽¹⁰⁾	-	-	-	-	
Colleges / Universities				-	C	C	C	C ⁽¹⁰⁾	-	-	-	-	
Vocational / Trade School				-	P	P	P	-	-	-	-	-	
Energy Generation & Distribution Facilities				C ⁽¹⁰⁾	P	C	P	P ⁽¹⁰⁾	-	-	-	-	

Use Categories/Subcategories [See Section 131.0112 for an explanation and descriptions of the Use Categories, Subcategories, and Separately Regulated Uses]	Zone Designator		Zones									
	1st & 2nd >>	CN ⁽¹⁾ -			CR-		CO-		CV-		CP-	
		3rd >>	1-			1-	2-	1-		1-		1-
			4th >>	1	2	3	1	1	1	2	1	2
Exhibit Halls & Convention Facilities			-			P	P	C		P		-
Flood Control Facilities			L			L	L	L		L		-
Historical Buildings Used for Purposes Not Otherwise Allowed			C ⁽¹⁰⁾			C	C	C		C ⁽¹⁰⁾		-
Homeless Facilities:												
Congregate Meal Facilities			C ⁽¹⁰⁾			C	-	C		C ⁽¹⁰⁾		-
Emergency Shelters			C ⁽¹⁰⁾			C	-	C		C ⁽¹⁰⁾		-
Homeless Day Centers			C ⁽¹⁰⁾			C	-	C		C ⁽¹⁰⁾		-
Hospitals, Intermediate Care Facilities & Nursing Facilities			-			P	P	C		P ⁽¹⁰⁾		-
Interpretive Centers			-			-	-	-		-		-
Museums			-			P	P	C		P		-
Major Transmission, Relay, or Communications Switching Stations			-			C	C	C		C ⁽¹⁰⁾		-
Social Service Institutions			-			C	C	C		C ⁽¹⁰⁾		-
Retail Sales												
Building Supplies & Equipment			P			P	P	-		-		-
Food, Beverages and Groceries			P			P	P	P		P		-
Consumer Goods, Furniture, Appliances, Equipment			P			P	P	P ⁽³⁾		-		-
Pets & Pet Supplies			P			P	P	-		-		-
Sundries, Pharmaceutical, & Convenience Sales			P			P	P	P		P		-
Wearing Apparel & Accessories			P			P	P	-		P		-
Separately Regulated Retail Sales Uses												
Agriculture Related Supplies & Equipment			-			P	P	-		-		-
Alcoholic Beverage Outlets			L			L	L	L		L		-
Plant Nurseries			P			P	P	-		-		-
Swap Meets & Other Large Outdoor Retail Facilities			-			C	C	-		C ⁽¹⁰⁾		-
Commercial Services												
Building Services			-			P	P	P ⁽⁶⁾		-		-
Business Support			P			P	P	P ⁽⁷⁾		-		-
Eating & Drinking Establishments			P ⁽⁴⁾			P	P	P ⁽⁵⁾		P		-
Financial Institutions			P			P	P	P		-		-
Funeral & Mortuary Services			-			P	P	-		-		-
Maintenance & Repair			P			P	P	P ⁽⁶⁾		-		-

Use Categories/Subcategories [See Section 131.0112 for an explanation and descriptions of the Use Categories, Subcategories, and Separately Regulated Uses]	Zone Designator		Zones									
	1st & 2nd >>	CN ⁽¹⁾ -			CR-		CO-		CV-		CP-	
		1-			1-	2-	1-		1-		1-	
		1	2	3	1	1	1	2	1	2	1	
Off-site Services		-			P	P	-		-		-	
Personal Services		P			P	P	-		P		-	
Assembly & Entertainment		-			P	P	-		P		-	
Radio & Television Studios		-			P	P	-		-		-	
Visitor Accommodations		-			P	P	-		P		-	
Separately Regulated Commercial Services Uses												
Adult Entertainment Establishments:												
Adult Book Store		L			L	L	-		-		-	
Adult Cabaret		-			L	L	-		L		-	
Adult Drive-In Theater		-			L	L	-		L		-	
Adult Mini-Motion Picture Theater		-			L	L	-		L		-	
Adult Model Studio		L			L	L	-		L		-	
Adult Motel		-			L	L	-		L		-	
Adult Motion Picture Theater		-			L	L	-		L		-	
Adult Peep Show Theater		-			L	L	-		L		-	
Adult Theater		-			L	L	-		L		-	
Body Painting Studio		L			L	L	-		L		-	
Massage Establishment		L			L	L	-		-		-	
Sexual Encounter Establishment		L			L	L	-		L		-	
Bed & Breakfast Establishments:												
1-2 Guest Rooms		-			P	P	-		P		-	
3-5 Guest Rooms		-			P	P	-		P		-	
6+ Guest Rooms		-			P	P	-		P		-	
Boarding Kennels		-			C	C	C		C ⁽¹⁰⁾		-	
Camping Parks		-			C	C	C		C		-	
Child Care Facilities:												
Child Care Centers		L			L	-	L		L ⁽¹⁰⁾		-	
Large Family Day Care Homes		L			L	-	L		L ⁽¹⁰⁾		-	
Small Family Day Care Homes		P			P	-	P		P		-	
Eating and Drinking Establishments Abutting Residentially Zoned Property		L			L	L	L		L		-	
Fairgrounds		-			C	C	-		C		-	

Use Categories/Subcategories [See Section 131.0112 for an explanation and descriptions of the Use Categories, Subcategories, and Separately Regulated Uses]	Zone Designator		Zones									
	1st & 2nd >>		CN ⁽¹⁾ -			CR-		CO-		CV-		CP-
	3rd >>		1-			1-	2-	1-		1-		1-
	1	2	3	1	1	1	2	1	2	1	2	1
Golf Courses, Driving Ranges, and Pitch & Putt Courses	-			C	C	C	C	C	C	-	-	-
Helicopter Landing Facilities	-			C	C	C	C	C ⁽¹⁰⁾	C	-	-	-
Instructional Studios	P			P	P	C	C	C	C	-	-	-
Massage Establishments, Specialized Practice	L			L	L	-	-	-	-	-	-	-
Nightclubs & Bars over 5,000 square feet in size	-			C	C	C	C	C	C	-	-	-
Parking Facilities as a <i>Primary Use</i> :												
Permanent Parking Facilities	-			P	P	C	C	C	C	P	P	P
Temporary Parking Facilities	-			N	N	C	C	C	C	N	N	N
Private Clubs, Lodges and Fraternal Organizations	C			C	P	P	P	P	P	-	-	-
Privately Operated, Outdoor Recreation Facilities over 40,000 Square Feet in Size ⁽⁹⁾	-			C	C	-	C	C	C	-	-	-
Pushcarts:												
Pushcarts on Private Property	L			L	L	L	L	L	L	-	-	-
Pushcarts in Public Right of Way	N			N	N	N	N	N	N	-	-	-
Recycling Facilities:												
Large Collection Facility	N			N	N	N	N	N ⁽¹⁰⁾	N	-	-	-
Small Collection Facility	L			L	L	L	L	L ⁽¹⁰⁾	L	-	-	-
Large Construction & Demolition Debris <i>Recycling Facility</i>	-			-	-	-	-	-	-	-	-	-
Small Construction & Demolition Debris <i>Recycling Facility</i>	-			-	-	-	-	-	-	-	-	-
Drop-off Facility	L			L	L	L	L	L	L	-	-	-
Green Materials Composting Facility	-			-	-	-	-	-	-	-	-	-
Mixed Organic Composting Facility	-			-	-	-	-	-	-	-	-	-
Large Processing Facility Accepting at Least 98% of Total Annual Weight of Recyclables from Commercial & Industrial Traffic	-			-	-	-	-	-	-	-	-	-
Large Processing Facility Accepting All Types of Traffic	-			-	-	-	-	-	-	-	-	-
Small Processing Facility Accepting at Least 98% of Total Annual Weight of Recyclables From Commercial & Industrial Traffic	-			-	-	-	-	-	-	-	-	-
Small Processing Facility Accepting All Types of Traffic	-			-	-	-	-	-	-	-	-	-
Reverse Vending Machines	L			L	L	L	L	L	L	-	-	-
Tire Processing Facility	-			-	-	-	-	-	-	-	-	-
Sidewalk Cafes	N			N	N	N	N	N	N	-	-	-
Sports Arenas & Stadiums	-			C	C	C	C	C	C	-	-	-

Use Categories/Subcategories [See Section 131.0112 for an explanation and descriptions of the Use Categories, Subcategories, and Separately Regulated Uses]	Zone Designator			Zones									
	1st & 2nd >>	CN ⁽¹⁾ -			CR-		CO-		CV-		CP-		
		3rd >>	1-			1-	2-	1-	1-	1-	1-		
			4th >>	1	2	3	1	1	1	2	1	2	1
Theaters that are outdoor or over 5,000 square feet in size				-			C	C	C		C		-
Urgent Care Facilities				N			N	N	N		N ⁽¹⁰⁾		-
Veterinary Clinics & Animal Hospitals				-			C	C	C		-		-
Zoological Parks				-			-	-	-		-		-
Offices													
Business & Professional				P ⁽⁷⁾			P	P	P		-		-
Government				P			P	P	P		-		-
Medical, Dental, & Health Practitioner				P			P	P	P		P ⁽¹⁰⁾		-
Regional & Corporate Headquarters				P			P	P	P		-		-
Separately Regulated Office Uses													
Real Estate Sales Offices & Model Homes				L			L	-	L		L		
Sex Offender Treatment & Counseling				L			L	L	L		L ⁽¹⁰⁾		-
Vehicle & Vehicular Equipment Sales & Service													
Commercial Vehicle Repair & Maintenance				-			P	P	-		-		-
Commercial Vehicle Sales & Rentals				-			P	P	-		-		-
Personal Vehicle Repair & Maintenance				-			P	P	-		-		-
Personal Vehicle Sales & Rentals				-			P	P	-		-		-
Vehicle Equipment & Supplies Sales & Rentals				-			P	P	-		-		-
Separately Regulated Vehicle & Vehicular Equipment Sales & Service Uses													
Automobile Service Stations				-			C	C	C		C		-
Outdoor Storage & Display of New, Unregistered Motor Vehicles as a <i>Primary Use</i>				-			C	C	-		-		-
Wholesale, Distribution, Storage													
Equipment & Materials Storage Yards				-			-	P	-		-		-
Moving & Storage Facilities				-			-	P	-		-		-
Warehouses				-			-	P ⁽⁸⁾	-		-		-
Wholesale Distribution				-			-	P ⁽⁸⁾	-		-		-
Separately Regulated Wholesale, Distribution, and Storage Uses													
Impound Storage Yards				-			-	C	-		-		-
Junk Yards				-			-	-	-		-		-
Temporary Construction Storage Yards Located off-site				L			L	L	L		L		-
Industrial													
Heavy Manufacturing				-			-	-	-		-		-

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Use Categories/Subcategories [See Section 131.0112 for an explanation and descriptions of the Use Categories, Subcategories, and Separately Regulated Uses]	Zone Designator		Zones										
	1st & 2nd >>	CN ⁽¹⁾ -			CR-		CO-		CV-		CP-		
		3rd >>			1-		1-	2-	1-		1-		
		4th >>	1	2	3	1	1	1	2	1	2	1	
Light Manufacturing			-			-	p ⁽⁸⁾		-		-		-
Marine Industry			-			-	-	-	-	-	-	-	
Research & Development			-			P	P	P	-		-		
Trucking & Transportation Terminals			-			P	P	-	-		-		
Separately Regulated Industrial Uses													
Hazardous Waste Research Facility			-			-	-	-	-	-	-	-	
Hazardous Waste Treatment Facility			-			-	-	-	-	-	-	-	
Marine Related Uses Within the Coastal Overlay Zone			-			C	C	C	C		-		
Mining and Extractive Industries			-			-	-	-	-	-	-	-	
Newspaper Publishing Plants			-			C	C	C	C ⁽¹⁰⁾		-		
Processing & Packaging of Plant Products & Animal By-products Grown Off-premises			-			-	-	-	-		-		
Very Heavy Industrial Uses			-			-	-	-	-	-	-	-	
Wrecking & Dismantling of Motor Vehicles			-			-	-	-	-	-	-	-	
Signs													
Allowable Signs			P			P	P	P	P		P		
Separately Regulated Signs Uses													
Community Identification Signs			-			-	-	-	-	-	-	-	
Reallocation of Sign Area Allowance			N			N	N	N	N		N		
Revolving Projecting Signs			N			N	N	N	N		N		
Signs with Automatic Changing Copy			N			N	N	N	N		N		
Theater Marquees			-			N	N	-	N		-		

Use Categories/Subcategories [See Section 131.0112 for an explanation and descriptions of the Use Categories, Subcategories, and Separately Regulated Uses]	Zone Designator		Zones																			
	1st & 2nd >>		CC-																			
	3rd >>		1-		2-		3-		4-					5-								
	4th >>		1	2	3	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5		
Open Space																						
Active Recreation			-			-			-			-			-			-				
Passive Recreation			-			-			-			-			-			-				
Natural Resources Preservation			-			-			-			-			-			-				
Park Maintenance Facilities			-			-			-			-			-			-				
Agriculture																						
Agricultural Processing			-			-			-			-			-			-				
Aquaculture Facilities			-			-			-			-			-			-				
Dairies			-			-			-			-			-			-				
Horticulture Nurseries & Greenhouses			-			-			-			-			-			-				
Raising & Harvesting of Crops			-			-			-			-			-			-				
Raising, Maintaining & Keeping of Animals			-			-			-			-			-			-				
Separately Regulated Agriculture Uses																						
Agricultural Equipment Repair Shops			P			P			-			P			-			P				
Commercial Stables			-			-			-			-			-			-				
Community Gardens			-			-			-			-			-			-				
Equestrian Show & Exhibition Facilities			-			-			-			-			-			-				
Open Air Markets for the Sale of Agriculture-Related Products & Flowers			-			-			-			-			-			-				
Residential																						
Group Living Accommodations			-			-			-			-			-			-				
Mobilehome Parks			-			-			-			-			-			-				
Multiple Dwelling Units			p ⁽²⁾			-			p ⁽²⁾			p ⁽²⁾			p ⁽²⁾			p ⁽²⁾				
Single Dwelling Units			-			-			-			-			-			-				
Separately Regulated Residential Uses																						
Boarder & Lodger Accommodations			L			-			L			L			L			L				
Companion Units			-			-			-			-			-			-				
Employee Housing:																						
6 or Fewer Employees			-			-			-			-			-			-				
12 or Fewer Employees			-			-			-			-			-			-				
Greater than 12 Employees			-			-			-			-			-			-				
Fraternities, Sororities and Student Dormitories			C			-			C			C			C			C				
Garage, Yard, & Estate Sales			-			-			-			-			-			-				

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Use Categories/Subcategories [See Section 131.0112 for an explanation and descriptions of the Use Categories, Subcategories, and Separately Regulated Uses]	Zone Designator		Zones																	
	1st & 2nd >>		CC-																	
			3rd >>			2-			3-		4-				5-					
			1	2	3	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5
Guest Quarters			-				-				-	-0				-				
Home Occupations			L				-				L	L				L				
Housing for Senior Citizens			C				-				C	C				C				
Live/Work Quarters			L				-				L	L				L				
Residential Care Facilities:																				
6 or Fewer Persons			P				-				P	P				P				
7 or More Persons			C				-				C	C				C				
Transitional Housing:																				
6 or Fewer Persons			P				-				P	P				P				
7 or More Persons			C				-				C	C				C				
Watchkeeper Quarters			-				L				-	-				-				
Institutional																				
Separately Regulated Institutional Uses																				
Airports			C				C				C	C				C				
Botanical Gardens & Arboretums			C				C				C	C				C				
Cemeteries, Mausoleums, Crematories			C				C				C	C				C				
Churches & Places of Religious Assembly			L				L				C	L				C				
Communication Antennas:																				
Minor Telecommunication Facility			L				L				L	L				L				
Major Telecommunication Facility			C				C				C	C				C				
Satellite Antennas			L				L				L	L				L				
Correctional Placement Centers			C				C				C	C				C				
Educational Facilities:																				
Kindergarten through Grade 12			C				C				C	C				C				
Colleges / Universities			C				C				-	C				C				
Vocational / Trade School			P				P				-	P				P				
Energy Generation & Distribution Facilities			P				C				C	C				P				
Exhibit Halls & Convention Facilities			C				C				C	C				C				
Flood Control Facilities			L				L				L	L				L				
Historical Buildings Used for Purposes Not Otherwise Allowed			C				C				C	C				C				
Homeless Facilities:																				

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Use Categories/Subcategories [See Section 131.0112 for an explanation and descriptions of the Use Categories, Subcategories, and Separately Regulated Uses]	Zone Designator		Zones																	
	1st & 2nd >>		CC-																	
			1-			2-			3-		4-					5-				
	3rd >>	4th >>	1	2	3	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5
Congregate Meal Facilities			C			-			C		C					C				
Emergency Shelters			C			-			C		C					C				
Homeless Day Centers			C			-			C		C					C				
Hospitals, Intermediate Care Facilities & Nursing Facilities			C			C			C		C					C				
Interpretive Centers			-			-			-		-					-				
Museums			C			C			C		C					C				
Major Transmission, Relay, or Communications Switching Stations			C			C			C		C					C				
Social Service Institutions			C			C			C		C					C				
Retail Sales																				
Building Supplies & Equipment			P			P			-		P					P				
Food, Beverages and Groceries			P			P			P		P					P				
Consumer Goods, Furniture, Appliances, Equipment			P			P			P		P					P				
Pets & Pet Supplies			P			P			P		P					P				
Sundries, Pharmaceutical, & Convenience Sales			P			P			P		P					P				
Wearing Apparel & Accessories			P			P			P		P					P				
Separately Regulated Retail Sales Uses																				
Agriculture Related Supplies & Equipment			-			-			-		P					P				
Alcoholic Beverage Outlets			L			L			L		L					L				
Plant Nurseries			P			P			P		P					P				
Swap Meets & Other Large Outdoor Retail Facilities			-			-			-		-					C				
Commercial Services																				
Building Services			-			-			-		P					P				
Business Support			P			P			P		P					P				
Eating & Drinking Establishments			P			P			P		P					P				
Financial Institutions			P			P			P		P					P				
Funeral & Mortuary Services			P			P			P		P					P				
Maintenance & Repair			P			P			P		P					P				
Off-site Services			-			-			-		P					P				
Personal Services			P			P			P		P					P				
Assembly & Entertainment			P			P			P		P					P				
Radio & Television Studios			P			P			P		P					P				

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Use Categories/Subcategories [See Section 131.0112 for an explanation and descriptions of the Use Categories, Subcategories, and Separately Regulated Uses]	Zone Designator		Zones															
	1st & 2nd >>		CC-															
			1-			2-			3-		4-					5-		
	3rd >>	1	2	3	1	2	3	4	5	1	2	3	4	5	1	2	3	4
4th >>	1	2	3	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5
Visitor Accommodations	P		P			P		P					P					
Separately Regulated Commercial Services Uses																		
Adult Entertainment Establishments:																		
Adult Book Store	L		L			L		L					L					
Adult Cabaret	L		L			L		L					L					
Adult Drive-In Theater	L		L			L		L					L					
Adult Mini-Motion Picture Theater	L		L			L		L					L					
Adult Model Studio	L		L			L		L					L					
Adult Motel	L		L			L		L					L					
Adult Motion Picture Theater	L		L			L		L					L					
Adult Peep Show Theater	L		L			L		L					L					
Adult Theater	L		L			L		L					L					
Body Painting Studio	L		L			L		L					L					
Massage Establishment	L		L			-		-					L					
Sexual Encounter Establishment	L		L			L		L					L					
Bed & Breakfast Establishments:																		
1-2 Guest Rooms	P		P			P		P					P					
3-5 Guest Rooms	P		P			P		P					P					
6+ Guest Rooms	P		P			P		P					P					
Boarding Kennels	C		C			C		C					C					
Camping Parks	C		C			C		C					C					
Child Care Facilities:																		
Child Care Centers	L		-			L		L					L					
Large Family Day Care Homes	L		-			L		L					L					
Small Family Day Care Homes	P		-			P		P					P					
Eating and Drinking Establishments Abutting Residentially Zoned Property	L		L			L		L					L					
Fairgrounds	C		C			-		C					C					
Golf Courses, Driving Ranges, and Pitch & Putt Courses	C		C			C		C					C					
Helicopter Landing Facilities	C		C			C		C					C					
Instructional Studios	C		C			C		C					C					
Massage Establishments, Specialized Practice	L		L			-		-					L					

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Use Categories/Subcategories [See Section 131.0112 for an explanation and descriptions of the Use Categories, Subcategories, and Separately Regulated Uses]	Zone Designator		Zones																
	1st & 2nd >>		CC-																
	3rd >>		1-		2-		3-		4-					5-					
	4th >>		1	2	3	1	2	3	4	5	1	2	3	4	5	1	2	3	4
Nightclubs & Bars over 5,000 square feet in size			C		C		C		C					C					
Parking Facilities as a <i>Primary Use</i> :																			
Permanent Parking Facilities			P		C		P		P					P					
Temporary Parking Facilities			N		C		N		N					N					
Private Clubs, Lodges and Fraternal Organizations			P		C		P		P					P					
Privately Operated, Outdoor Recreation Facilities over 40,000 Square Feet in Size ⁽⁹⁾			C		C		-		C					C					
Pushcarts:																			
Pushcarts on Private Property			L		L		L		L					L					
Pushcarts in <i>public right-of-way</i>			N		N		N		N					N					
Recycling Facilities:																			
Large Collection Facility			N		N		N		N					N					
Small Collection Facility			L		L		L		L					L					
Large Construction & Demolition Debris <i>Recycling Facility</i>			-		-		-		-					-					
Small Construction & Demolition Debris <i>Recycling Facility</i>			-		-		-		-					-					
Drop-off Facility			L		L		L		L					L					
Green Materials Composting Facility			-		-		-		-					-					
Mixed Organic Composting Facility			-		-		-		-					-					
Large Processing Facility Accepting at Least 98% of Total Annual Weight of Recyclables from Commercial & Industrial Traffic			-		-		-		-					-					
Large Processing Facility Accepting All Types of Traffic			-		-		-		-					-					
Small Processing Facility Accepting at Least 98% of Total Annual Weight of Recyclables From Commercial & Industrial Traffic			-		-		-		C					C					
Small Processing Facility Accepting All Types of Traffic			-		-		-		C					C					
Reverse Vending Machines			L		L		L		L					L					
Tire Processing Facility			-		-		-		-					-					
Sidewalk Cafes			N		N		N		N					N					
Sports Arenas & Stadiums			C		C		C		C					C					
Theaters That Are Outdoor or over 5,000 Square Feet in Size			C		C		C		C					C					
Urgent Care Facilities			N		N		N		N					N					
Veterinary Clinics & Animal Hospitals			C		C		C		C					C					
Zoological Parks			-		-		-		-					-					
Offices																			

Use Categories/Subcategories [See Section 131.0112 for an explanation and descriptions of the Use Categories, Subcategories, and Separately Regulated Uses]	Zone Designator	Zones																	
	1st & 2nd >>	CC-																	
	3rd >>	1-			2-			3-		4-					5-				
	4th >>	1	2	3	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5
Business & Professional		P			P			P		P					P				
Government		P			P			P		P					P				
Medical, Dental, & Health Practitioner		P			P			P		P					P				
Regional & Corporate Headquarters		P			P			P		P					P				
Separately Regulated Office Uses																			
Real Estate Sales Offices & Model Homes		L			-			L		L					L				
Sex Offender Treatment & Counseling		L			L			L		L					L				
Vehicle & Vehicular Equipment Sales & Service																			
Commercial Vehicle Repair & Maintenance		-			-			-		P					P				
Commercial Vehicle Sales & Rentals		-			-			-		P					P				
Personal Vehicle Repair & Maintenance		P			P			-		P					P				
Personal Vehicle Sales & Rentals		P			P			-		P					P				
Vehicle Equipment & Supplies Sales & Rentals		P			P			-		P					P				
Separately Regulated Vehicle & Vehicular Equipment Sales & Service Uses																			
Automobile Service Stations		C			C			C		C					C				
Outdoor Storage & Display of New, unregistered Motor Vehicles as a <i>primary use</i>		C			C			-		C					C				
Wholesale, Distribution, Storage																			
Equipment & Materials Storage Yards		-			-			-		-					-				
Moving & Storage Facilities		-			-			-		P					P				
Warehouses		-			-			-		p ⁽⁸⁾					p ⁽⁸⁾				
Wholesale Distribution		-			-			-		-					p ⁽⁸⁾				

Use Categories/Subcategories [See Section 131.0112 for an explanation and descriptions of the Use Categories, Subcategories, and Separately Regulated Uses]	Zone Designator		Zones																					
	1st & 2nd >>		CC-																					
			1-			2-			3-		4-					5-								
	3rd >>	1	2	3	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5					
4th >>	1	2	3	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5						
Separately Regulated Wholesale, Distribution, and Storage Uses																								
Impound Storage Yards									-		-		-		C					C				
Junk Yards									-		-		-		-					-				
Temporary Construction Storage Yards Located off-site									L		L		L		L					L				
Industrial																								
Heavy Manufacturing									-		-		-		-					-				
Light Manufacturing									-		-		-		-					p ⁽⁸⁾				
Marine Industry									-		-		-		-					-				
Research & Development									P		P		-		P					P				
Trucking & Transportation Terminals									-		-		-		-					-				
Separately Regulated Industrial Uses																								
Extractive Industries									-		-		-		-					-				
Hazardous Waste Research Facility									-		-		-		-					-				
Hazardous Waste Treatment Facility									-		-		-		-					-				
Marine Related Uses Within the Coastal Overlay Zone									C		C		C		C					C				
Newspaper Publishing Plants									C		C		C		C					P				
Processing & Packaging of Plant Products & Animal By-products Grown Off-premises									-		-		-		-					-				
Very Heavy Industrial Uses									-		-		-		-					-				
Wrecking & Dismantling of Motor Vehicles									-		-		-		-					-				
Signs																								
Allowable Signs									P		P		P		P					P				
Separately Regulated Signs Uses																								
Community Identification Signs									-		-		-		-					-				
Reallocation of Sign Area Allowance									N		N		N		N					N				
Revolving Projecting Signs									N		N		N		N					N				
Signs with Automatic Changing Copy									N		N		N		N					N				
Theater Marquees									N		N		N		N					N				

Footnotes to Table 131-05B

- 1 Uses shall not begin operating before 6:00 a.m. or continue operating later than 12:00 midnight in CN zones.
- 2 See Section 131.0540.
- 3 Only office furniture, appliances, and equipment establishments are permitted. The *gross floor area* occupied by these uses shall not exceed 2,500 square feet for each *premises*.
- 4 Drive-in and drive-through restaurants, live entertainment, and the sale of intoxicating beverages other than beer and wine are not permitted in the CN zones.
- 5 The sale of alcoholic beverages is not permitted as a *primary use*.
- 6 The *gross floor area* occupied by these uses shall not exceed 2,500 square feet for each *premises*.
- 7 Hiring halls are not permitted.
- 8 These activities shall be located solely within an enclosed building that does not exceed 7,500 square feet of *gross floor area*. Activities that would require a permit from the Hazardous Materials Management Division of the County of San Diego or from the San Diego Air Pollution Control District are not permitted.
- 9 The 40,000 square feet includes all indoor and outdoor areas that are devoted to the recreational use; it does not include customer parking areas.
- 10 This use is not allowed within the Coastal Overlay Zone.
(Amended 6-12-2001 by O-18948 N.S.; effective 12-12-2001.)
(Amended 3-1-2006 by O-19467 N.S.; effective 8-10-2006.)

§131.0530 Development Regulations of Commercial Zones

- (a) Within the commercial zones, no *structure* or improvement shall be constructed, established, or altered, nor shall any *premises* be used unless the *premises* complies with the regulations and standards in this division and with any applicable development regulations in Chapter 13, Article 2 (Overlay Zones) and Chapter 14 (General and Supplemental Regulations).
- (b) A Neighborhood Development Permit or Site Development Permit is required for the types of *development* identified in Table 143-03A.
- (c) The regulations in this division apply to all proposed *development* in the commercial base zones whether or not a permit or other approval is required except where specifically identified.

(Added 12-9-1997 by O-18451 N.S.; amended 10-18-1999 by O-18691 N.S.; effective 1-1-2000.)

§131.0531 Development Regulations Tables of Commercial Zones

The following development regulations apply in each of the commercial zones as shown in Tables 131-05C, 131-05D, and 131-05E.

(a) CN Zones

**Table 131-05C
Development Regulations of CN Zones**

Development Regulations [See Section 131.0530 for Development Regulations of Commercial Zones]	Zone designator	Zones		
	1st & 2nd >>	CN-		
	3rd >>	1-	1-	1-
	4th >>	1	2	3
Max permitted residential density ⁽¹⁾		3,000	1,500	1,500
Supplemental residential regulations [See Section 131.0540]		applies	applies	applies
Lot area				
Min Lot Area (sf)		2,500	5,000	5,000
Max Lot Area (ac)		0.3	10	10
Lot dimensions				
Min Lot Width (ft)		25	50	50
Min <i>street frontage</i> (ft)		25	50	50
Min Lot Depth (ft)		100	--	--
Setback requirements				
Min Front <i>setback</i> (ft) Max Front <i>setback</i> (ft) [See Section 131.0543(a)(1)]		-- 10 ⁽²⁾	-- --	-- 10 ⁽²⁾
Min Side <i>setback</i> (ft) Optional Side <i>setback</i> (ft) [See Section 131.0543(b)]		10 0	10 0	10 0
Side <i>Setback</i> abutting residential [See Section 131.0543(c)]		applies	applies	applies
Min <i>Street Side setback</i> (ft) Max <i>Street Side setback</i> (ft) [See Section 131.0543(a)(1)]		-- 10 ⁽²⁾	-- --	-- 10 ⁽²⁾
Min Rear <i>setback</i> (ft) Optional Rear <i>setback</i> (ft) [See Section 131.0543(b)]		10 0	10 0	10 0
Rear <i>Setback</i> abutting residential [See Section 131.0543(c)]		applies	applies	applies
Max structure height (ft)		30	30	30
Max floor area ratio		1.0 ⁽³⁾	1.0 ⁽³⁾	1.0 ⁽³⁾

Development Regulations [See Section 131.0530 for Development Regulations of Commercial Zones]	Zone designator	Zones		
	1st & 2nd >>	CN-		
	3rd >>	1-	1-	1-
	4th >>	1	2	3
<i>Floor Area Ratio</i> bonus for mixed use/ Minimum percentage of bonus required for residential use [See Section 131.0546(a)]		0.5/100	0.75/50	0.75/50
Pedestrian paths [See Section 131.0550]		applies	applies	applies
Transparency [See Section 131.0552]		applies	--	applies
Building articulation [See Section 131.0554]		applies	applies	applies

Footnotes for Table 131-05C

- 1 One dwelling unit per specified minimum square footage of lot area as determined in accordance with Section 113.0222.
 - 2 See Section 131.0543(a)(2).
 - 3 Within the Kearny Mesa Community Plan area, the maximum *floor area ratio* is 0.50 and the portion of the maximum allowed *gross floor area* that may be occupied by retail sales or eating and drinking establishments shall not exceed 70 percent.
- (b) CR, CO, CV, and CP Zones

Table 131-05D
Development Regulations of CR, CO, CV, CP Zones

Development Regulations [See Section 131.0530 for Development Regulations of Commercial Zones]	Zone Designator	Zones						
	1st & 2nd >>	CR-		CO-		CV-		CP-
		3rd >>	1-	2-	1-		1-	
		4th >>	1		1	2	1	2
Max permitted residential <i>density</i> ⁽¹⁾		1,500		1,000	1,500	1,500	1,500	--
Supplemental residential regulations [See Section 131.0540]		applies		applies	applies	applies	applies	--
Lot area								
Min Lot Area (sf)		15,000		5,000	5,000	15,000	5,000	--
Max Lot Area (ac)		--		--	--	--	--	--
Lot dimensions								
Min Lot Width (ft)		100		50	50	100	50	--
Min <i>street frontage</i> (ft)		100		50	50	100	50	--

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Development Regulations [See Section 131.0530 for Development Regulations of Commercial Zones]	Zone Designator	Zones						
	1st & 2nd >> 3rd >> 4th >>	CR-		CO-		CV-		CP-
		1-	2-	1-		1-		1-
		1		1	2	1	2	1
Min Lot Depth (ft)		100		100	100	100	100	--
Setback requirements								
Min Front setback (ft) Max Front setback (ft) [See Section 131.0543(a)(1)]		10 --		10 25 ⁽²⁾	10 --	10 --	-- 10 ⁽²⁾	10 --
Min Side setback (ft) Optional Side setback (ft)		10 --		10 0 ⁽³⁾	10 0 ⁽³⁾	10 --	10 0 ⁽³⁾	10 --
Side Setback abutting residential [See Section 131.0543(c)]		applies		applies	applies	applies	applies	applies
Min Street Side setback (ft) Max Street Side setback (ft) [See Section 131.0543(a)(1)]		10 --		10 25 ⁽²⁾	10 --	-- --	-- 10 ⁽²⁾	-- --
Min Rear setback (ft) Optional Rear setback (ft)		10 --		10 0 ⁽³⁾	10 0 ⁽³⁾	10 --	10 0 ⁽³⁾	10 0 ⁽³⁾
Rear Setback abutting residential [See Section 131.0543(c)]		applies		applies	applies	applies	applies	applies
Max structure height (ft)		60		45	60	60	45	30
Min lot coverage (%)		--		--	--	--	35	--
Max floor area ratio		1.0 ⁽⁴⁾		0.75 ⁽⁴⁾	1.5 ⁽⁴⁾	2.0 ⁽⁴⁾	2.0 ⁽⁴⁾	1.0 ⁽⁴⁾
Floor Area Ratio bonus for mixed use/ Minimum percentage of bonus required for residential use [See Section 131.0546(a)]		1.0/50		1.0 /100	1.5/50	--	--	--
Floor Area Ratio bonus for child care [See Section 131.0546(b)]		applies		--	applies	--	--	--
Pedestrian paths [See Section 131.0550]		applies		applies	applies	applies	applies	--
Transparency [See Section 131.0552]		--		applies	--	--	applies	--
Building articulation [See Section 131.0554]		applies		applies	applies	applies	applies	--
Street yard parking restriction [See Section 131.0555]		--		applies	--	--	--	--
Parking lot orientation [See Section 131.0556]		applies		--	applies	applies	applies	--

Footnotes For Table 131-05D

- 1 One dwelling unit per specified minimum square footage of lot area as determined in accordance with Section 113.0222.
- 2 See section 131.0543(a)(2).
- 3 See section 131.0543(b).
- 4 Within the Kearny Mesa Community Plan area, the maximum *floor area ratio* is 0.50 and the portion of the maximum allowed *gross floor area* that may be occupied by retail sales or eating and drinking establishments shall not exceed 70 percent.

(c) CC Zones

Table 131-05E
Development Regulations of CC Zones

Development Regulation [See Section 131.0530 for Development Regulations of Commercial Zones]	Zone Designator	Zones														
	1st & 2nd >>	CC-														
	3rd >>	1-	2-	4-	5-	1-	2-	4-	5-	1-	2-	4-	5-	3-	4-	5-
	4th >>	1	2	3	4	5										
Max permitted residential density ⁽¹⁾		1,500	1,500	1,500	1,500	1500										
Supplemental residential regulations [See Section 131.0540]		applies	applies	applies	applies	applies										
Lot area																
Min Lot Area (sq. ft.)		5,000	5,000	5,000	2,500	2,500										
Max Lot Area (ac)		--	--	--	--	--										
Lot dimensions																
Min Lot Width (ft)		50	50	100	25	25										
Min <i>street</i> <i>frontage</i> (ft)		50	50	100	25	25										
Min Lot Depth (ft)		100	100	--	--	--										
Max Lot Depth (ft)		150	150	--	--	--										
Setback requirements																
Min Front <i>setback</i> (ft)		--	--	--	--	--										
Max Front <i>setback</i> (ft)		100 ^(2,3)	100 ^(2,3)	--	10 ⁽²⁾	10 ⁽²⁾										
[See Section 131.0543(a)(1)]																
Min Side <i>setback</i> (ft)		10	10	10	10	10										
Optional Side <i>setback</i> (ft)		0	0	0	0	0										
[See Section 131.0543(b)]																
Side <i>Setback</i> abutting residential [See Section 131.0543(c)]		applies	applies	applies	applies	applies										
Min <i>Street</i> Side <i>setback</i> (ft)		--	--	--	--	--										
Max <i>Street</i> Side <i>setback</i> (ft)		--	--	--	10 ⁽²⁾	10 ⁽²⁾										
[See Section 131.0543(a)(1)]																
Min Rear <i>setback</i> (ft)		10	10	10	10	10										
Optional Rear <i>setback</i> (ft)		0	0	0	0	0										
[See Section 131.0543(b)]																
Rear <i>Setback</i> abutting residential [See Section 131.0543(c)]		applies	applies	applies	applies	applies										
Max structure height (ft)		30	60	45	30	100										
Min lot coverage (%)		--	--	--	35	35										
Max floor area ratio		0.75 ⁽⁴⁾	2.0 ⁽⁴⁾	0.75 ⁽⁴⁾	1.0 ⁽⁴⁾	2.0 ⁽⁴⁾										
<i>Floor Area Ratio</i> bonus for mixed use/ Minimum percentage of bonus required for residential use [See Section 131.0546(a)]		0.75/75	--	0.75/75	0.5/50	2.0/50										
Pedestrian paths [See Section 131.0550]		applies	applies	applies	applies	applies										
Transparency [See Section 131.0552]		---	---	---	applies	applies										

(3-2006)

Development Regulation [See Section 131.0530 for Development Regulations of Commercial Zones]	Zone Designator	Zones														
	1st & 2nd >>	CC-														
	3rd >>	1-	2-	4-	5-	1-	2-	4-	5-	1-	2-	4-	5-	3-	4-	5-
	4th >>	1			2			3			4			5		
Building articulation [See Section 131.0554]		applies			applies			applies			applies			applies		
Parking lot orientation [See Section 131.0556]		applies			applies			applies			-			-		

Footnotes for Table 131-05E

- 1 One dwelling unit per specified minimum square feet of lot area as determined in accordance with Section 113.0222.
- 2 See Section 131.0543(a)(2).
- 3 See Section 131.0543(a)(3).
- 4 Within the Kearny Mesa Community Plan area, the maximum *floor area ratio* is 0.50 and the portion of the maximum allowed *gross floor area* occupied by retail sales or eating and drinking establishments shall not exceed 70 percent.

(Amended 6-12-2001 by O-18948 N.S.; effective 12-12-2001.)

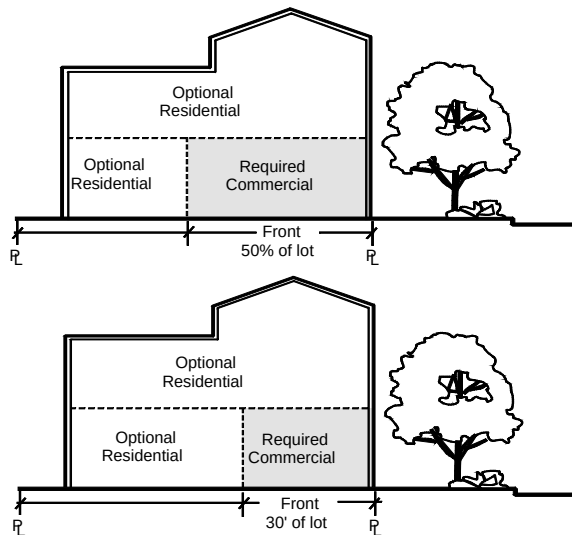
§131.0540 Maximum Permitted Residential Density and Other Residential Regulations

The following regulations apply to all residential *development* within commercial zones:

- (a) Residential *Development* as a Permitted Use. Residential *development* is permitted in commercial zones only where it is identified in Table 131-05B.
- (b) Mixed-Use or Multi-Use Requirement. Residential *development* is permitted only when a commercial *structure* exists on the *premises* or is a part of the proposed *development*.
- (c) Ground *Floor* Restriction. Residential use and residential parking are prohibited on the ground *floor* in the front half of the *lot*, except in the CC-3-4, CC-3-5, CC-4-4, CC-4-5, CC-5-4, CC-5-5, and CV-1-2 zones, where these uses are prohibited on the ground *floor* in the front 30 feet of the *lot* as shown in Diagram 131-05A. Within the Coastal Overlay Zone, required parking cannot occupy more than 50 percent of the ground floor in the CV-1-1 or CV-1-2 zones.

Diagram 131-05A

Ground Floor Restriction



- (d) Residential *Development*. Where residential *development* is permitted, the development regulations of the RM-1-1, RM-2-5, and RM-3-7 zones as appropriate according to the maximum permitted residential *density* apply, except that the lot area, lot dimensions, *setback*, *floor area ratio*, and *structure height* requirements of the applicable commercial zone apply.
- (e) Non owner occupants must reside on the premises for a minimum of 7 consecutive calendar days.
- (f) Within the Coastal Overlay Zone, residential uses are not permitted on the ground floor.

(Added 12-9-1997 by O-18451 N.S.)

(Amended 10-18-1999 by O-18691 N.S.; effective 1-1-2000.)

(Amended 11-28-2005 by O-19444 N.S.; effective 2-9-2006.)

(Amended 3-1-2006 by O-19467 N.S.; effective 8-10-2006.)

§131.0543 Setback Requirements for Commercial Zones

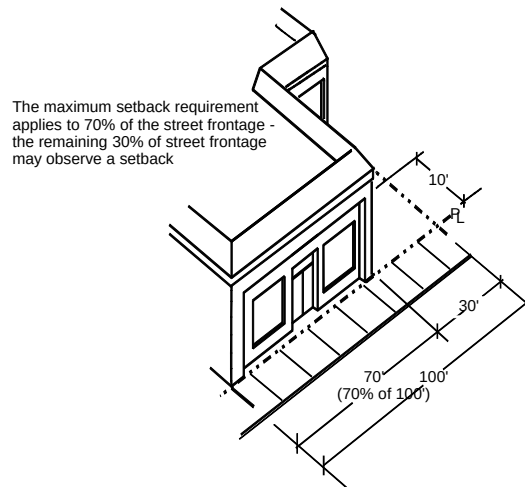
Setback requirements are specified in Tables 131-05C, 131-05D, and 131-05E and are subject to the following exceptions and additional regulations:

- (a) Front and *Street Side Setback* Requirements
 - (1) Off-street parking in all commercial zones may be located within the required front *yard* and required street side yard adjoining the required landscaped strip abutting *public rights-of-way*.

- (2) In the CN, CO, CV, and CC zones with a maximum front or *street side setback* as shown in Tables 131-05C, 131-05D, and 131-05E, the maximum *setback* shall apply to only 70 percent of the *street frontage*.

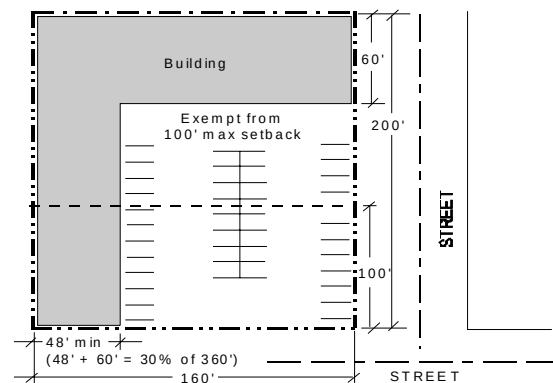
There is no maximum *setback* for the remaining 30 percent. See Diagram 131-05B.

Diagram 131-05B
Maximum Setback Requirement



- (3) In the CC-1-1, CC-1-2, CC-2-1, CC-2-2, CC-4-1, CC-4-2, CC-5-1, and CC-5-2 zones, the 100-foot maximum front *setback* does not apply to *lots* with more than 75 feet of *street frontage* if the proposed *development* is within 10 feet of the front or *street side property line* for at least 30 percent of the *street frontage*. See Diagram 131-05C.

Diagram 131-05C
Exception to Maximum Setback



NOTE: Example of exemption from 100' max setback

- The lot has more than 75' of lineal street frontage
- Buildings are located within 0' - 5' of the front and street side property line for 30% of the total linear street frontage

(b) Minimum Side and Rear *Setback*

In zones that require a 10-foot minimum side or rear *setback* and provide the option for no side or rear *setbacks* as shown in Tables 131-05C, 131-05D, and 131-05E, the *structure* shall either be placed at the *property line* or shall be set back at least 10 feet.

(c) Commercial *Development* Abutting Residentially Zoned Properties

- (1) The minimum side *setback* for *structures* placed at the side *property line* is as follows. Any portion of the *structure* exceeding 15 feet in height shall be stepped back from the side *property line* 10 feet, or 10 percent of the lot width but not less than 5 feet, whichever is less. Each 15 feet in height above 30 feet shall be stepped back at least 3 feet from the minimum *setback* of that portion of the *structure* immediately below.
- (2) Minimum rear *setback* for *structures* placed at the rear *property line* is as follows. Any portion of the *structure* exceeding 15 feet in height shall be stepped back from the rear *property line* 10 feet, or 10 percent of the lot depth but not less than 5 feet, whichever is less. Each 15 feet in height above 30 feet shall be stepped back at least 3 feet from the minimum *setback* of that portion of the *structure* immediately below.
- (3) For side and rear *yards*, if the *structure* is set back 10 feet or more from the *property line*, each 15 feet in height above 30 feet shall be stepped back at least 3 feet from the minimum *setback* of that portion of the *structure* immediately below.

(Added 12-9-1997 by O-18451 N.S.; effective 1-1-2000.)

§131.0546 Maximum Floor Area Ratio

Maximum *floor area ratio* is specified in Tables 131-05C, 131-05D, 131-05E and is subject to the following additional regulations:

(a) *Floor Area Ratio* Bonus for Mixed Use

An *floor area ratio* bonus is provided in some commercial zones, as indicated in Tables 131-05C, 131-05D, and 131-05E, for residential uses that are developed as a part of a mixed-use project. A minimum percentage of the FAR bonus is shown in the tables, which must be applied toward the residential portion of the project. The remainder of the bonus may be used for either commercial or residential uses.

(b) Child Care Facilities Bonus

In the CR-1-1, CR-2-1, and CO-1-2 zones, a bonus over the otherwise maximum allowable *gross floor area* is permitted at the rate of 4 square feet of additional *gross floor area* for each 1 square foot of *gross floor area* devoted to the *child care facility*. The area designated for the facility must be used for child care for a minimum of 10 years and must be in compliance with the requirements of Section 141.0606 (Child Care Facilities).

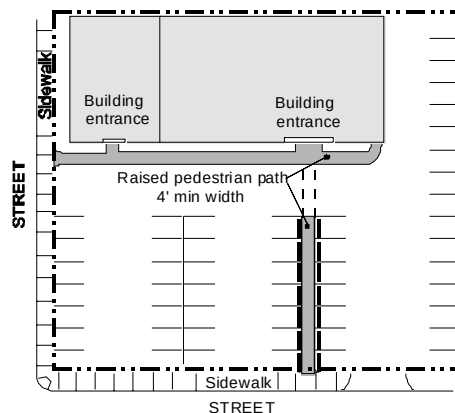
(Added 12-9-1997 by O-18451 N.S.; effective 1-1-2000.)

§131.0550 Pedestrian Paths

Where pedestrian paths are required in Tables 131-05C, 131-05D, or 131-05E, the number, location, and design of the paths shall be in accordance with the following.

- (a) Each commercial tenant space shall be accessible from an abutting public *street* by a pedestrian path that is at least 4 feet wide as shown on Diagram 131-05D. The path shall be continuous, clear of obstructions, easily identifiable as a pedestrian path, and visually distinguishable from other hardscaping. Pedestrian paths shall be separated from vehicular access areas by wheelstops, curbs, landscaping, or other physical barriers, except when crossing driveways or aisles.
- (b) At least one pedestrian path shall be provided for each property frontage on an improved public *street* when at some point along the frontage the difference in elevation between the sidewalk in the *public right-of-way* and the building or vehicle use area closest to the abutting *street frontage* is less than 4 feet, as shown in Diagram 131-05D. For a *premises* with more than three frontages, only three pedestrian paths are required.

**Diagram 131-05D
Pedestrian Paths**

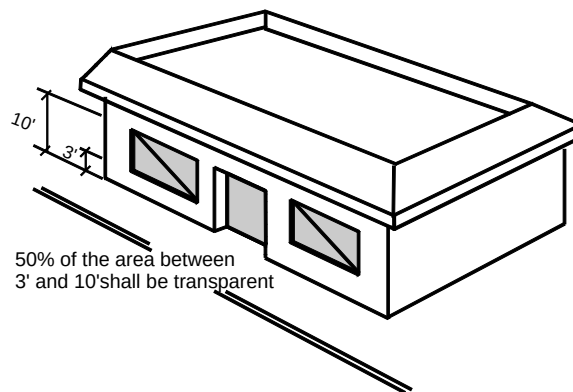


- (c) Building entrances located at the front or *street side property line*, where the building *setback* is zero, qualify as a required pedestrian path.
(Added 12-9-1997 by O-18451 N.S.; effective 1-1-2000.)

§131.0552 Transparency

Where transparency is required by Tables 131-05C, 131-05D, or 131-05E, a minimum of 50 percent of *street wall* area between 3 and 10 feet above the sidewalk shall be transparent, with clear glass visible into a commercial or residential use. Windows or other transparent materials that provide visibility into a garage or similar area do not count toward the required transparency. See Diagram 131-05E.

Diagram 131-05E
Transparency



(Added 12-9-1997 by O-18451 N.S.; effective 1-1-2000.)

§131.0554 Building Articulation

Where building articulation is required by Tables 131-05C, 131-05D, or 131-05E, the following regulations apply.

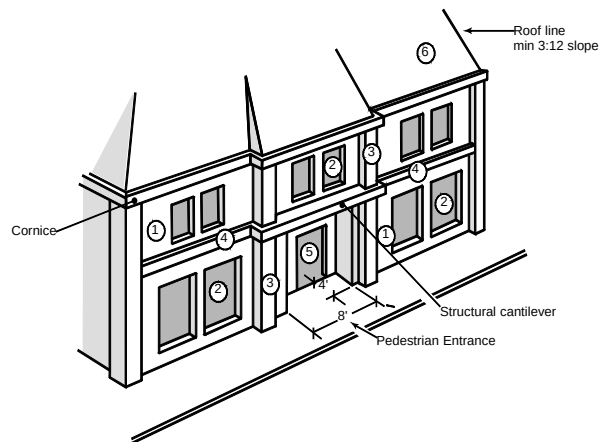
- (a) All building elevations fronting a *public right-of-way* shall be composed of offsetting planes that provide relief in the *building facade* by inseting or projecting surfaces (planes) of the building. The minimum number of offsetting planes and the minimum horizontal separation between planes is based on the length of the new *building facade*, as shown in Table 131-05F.

Table 131-05F
Offsetting Plane Requirements

Length of New <i>Building Facade</i>	Number of Offsetting Planes Required
25 ft or less	2 with a minimum separation of 3 inches
More than 25 ft. but less than or equal to 50 ft	4 planes consisting of : 2 with a minimum separation of 3 inches, and 2 with a minimum separation of 8 inches
More than 50 ft. but less than or equal to 100 ft	6 planes consisting of: 2 with a minimum separation of 3 inches, and 2 with a minimum separation of 8 inches, and 2 with a minimum separation of 3 feet
More than 100 ft	6 planes consisting of: 2 with a minimum separation of 3 inches, and 2 with a minimum separation of 8 inches, and 2 with a minimum separation of 3 feet, and plus 1 additional plane for each 50 feet of <i>building facade</i> length over 100 feet (maximum of 3 additional planes required with a minimum separation of 5 feet).

- (1) For purposes of this section, the area of a plane may include separate surfaces that are non-contiguous but which all lie in the same plane. Each numbered surface of the building shown in Diagram 131-05F represents a different plane of the building facade. The sum of the area of each plane labeled with the same number in Diagram 131-05F is the total area of that plane.

Diagram 131-05F
Building Articulation



- (2) For purposes of this section, an offset is the distance between two different planes of a *building facade* measured perpendicularly to the plane surface (for example, the dimension between plane 1 and 2 in Diagram 131-05F).
- (b) Where a 3-inch or 8-inch offset between planes is required, the total area of any single offsetting plane shall be more than 5 percent and less than 50 percent of the total *building facade* area on that frontage.
- (c) Where a 3-foot or 5-foot offset between planes is required, the total area of any single offsetting plane shall be more than 10 percent and less than 50 percent of the total *building facade* area on that frontage.
- (d) The following elements of a *building facade* may be used to satisfy any one required building plane:
 - (1) Roofs with a minimum pitch from eave to peak of 3:12 (3 vertical feet to 12 horizontal feet) and a minimum area of 10 percent of the building elevation fronting on a *public right-of-way*;
 - (2) Pedestrian entrances with a minimum offset dimension of 4 feet from the primary plane of the *building facade* and a minimum width of 8 feet;
 - (3) A cornice equal to at least 70 percent of the length of the *building facade* that has a minimum offset of 1 foot, located along the *street wall*; and
 - (4) Structural cantilevers with combined lengths totaling at least 30 percent of the length of the *building facade*, with an average offset of at least 2 feet, located along the *street wall*. *Roof eaves* do not count as offsetting planes.

(Added 12-9-1997 by O-18451 N.S.; effective 1-1-2000.)

§131.0555 Parking Restriction

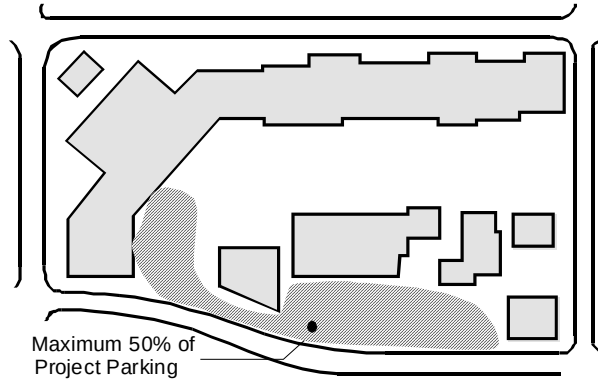
In the CO-1-1 zone, parking is not permitted in the required front and street side yard.
(Added 12-9-1997 by O-18451 N.S.; effective 1-1-2000.)

§131.0556 Parking Lot Orientation

In all zones where the parking lot orientation regulation applies, as indicated in Table 131-05D or 131-05E, proposed *development* with over 100,000 square feet of *gross floor area* and more than one *street frontage* shall locate no more than 50 percent of the *vehicular use area* between the longest *street frontage* providing public access to the *premises* and a building or buildings.

Diagram 131-05G
Parking Lot Orientation Restriction

Parking Lot Orientation Restriction



(Added 12-9-1997 by O-18451 N.S.; effective 1-1-2000.)

28



CHANGES

BLK	OLD	NEW	FR	CUT	TH
471	19	canon	82	546	
472	27	canon	84	556	

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1# CONDM.
3868 37TH ST.
DOCB0-158253
(SEE SHT. 2)



46

UNIVERSITY

AVE.

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AVE.

ST.

38TH

CHEROKEE

37TH

3 WIGHTMAN

54

SAN DIEGO COUNTY
ASSESSOR'S MAP
BOOK AAY PAGE 47. SHEET 1 OF 2
MADEP FOR ASSESSMENT PURPOSES ONLY



MAP 3810 - DRAPER SUB
MAP 1007 - CITY HEIGHTS

2000
 9.11.1
 BAN Diga
 ASSETS OF
 BOD. 44
 MABET.





CHICAGO TITLE COMPANY

PRELIMINARY REPORT

Dated as of: October 27, 2006 at 7:30 AM

Order No.: 608026998 - P05

Regarding: 3659 Univeristy Ave.
San Diego, CALIFORNIA 92104

CHICAGO 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 in Schedule B 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 of said Policy or Policies are set forth in the attached list. Copies of the Policy forms are available upon request.

Please read the exceptions shown or referred to in Schedule B and the exceptions and exclusions set forth in the attached list 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 title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED

The form of policy of title insurance contemplated by this report is:
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-17-98)

Visit Us On The Web: chicagotitle.com

Title Department:



CHICAGO TITLE COMPANY

2365 NORTHSIDE DR. # 600

SAN DIEGO, CA 92108

(619)521-3448 fax: (619)521-3629

Sheila Hollander
TITLE OFFICER
HollanderS@CTT.com

SCHEDULE A

Order No: 608026998 P05

Your Ref:

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:

SCOTT BUTLER, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

3. The land referred to in this report is situated in the State of California, County of SAN DIEGO
and is described as follows:

THE WEST 50 FEET OF THE EAST 100 FEET OF LOTS 1 TO 4, INCLUSIVE, IN BLOCK 57
OF CITY HEIGHTS, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF
CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1007, FILED IN THE OFFICE OF THE
COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 3, 1906.

SCHEDULE B

Page 1

Order No: 608026998 P05

Your Ref:

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in the policy form designated on the face page of this Report would be as follows:

- A 1. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 2006-2007.

1ST INSTALLMENT: \$1,294.72 UNPAID
PENALTY: \$129.47 (DUE AFTER DECEMBER 10)
2ND INSTALLMENT: \$1,294.72 UNPAID
PENALTY AND COST: \$139.47 (DUE AFTER APRIL 10)
HOMEOWNERS
EXEMPTION: \$NOT SHOWN
CODE AREA: 08241
ASSESSMENT NO: 447-472-02

- B 2. SUPPLEMENTAL TAXES FOR THE FISCAL YEAR 2006-2007 ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.

DUE TO: NEW CONSTRUCTION
1ST INSTALLMENT: \$30.70 UNPAID
PENALTY: \$3.07
DELINQUENT: MAY 31, 2006
2ND INSTALLMENT: \$30.70 UNPAID
PENALTY: \$13.07
DELINQUENT: OCTOBER 2, 2006
CODE AREA: 08241
ASSESSMENT NO.: 859-259-17-15
ISSUE DATE: APRIL 7, 2006

- C 3. SAID PROPERTY HAS BEEN DECLARED TAX-DEFAULTED FOR NON-PAYMENT OF DELINQUENT TAXES FOR FISCAL YEAR 2002-2003 (AND SUBSEQUENT YEARS, IF ANY)

AMOUNT TO REDEEM: \$17,174.68
IF PAID BY: NOVEMBER 30, 2006

AMOUNT TO REDEEM: \$17,345.42
IF PAID BY: DECEMBER 31, 2006

- D 4. THE LIEN OF SUPPLEMENTAL OR ESCAPED ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO THE PROVISIONS OF PART 0.5, CHAPTER 3.5 OR PART 2, CHAPTER 3, ARTICLES 3 AND 4 RESPECTIVELY (COMMENCING WITH SECTION 75) 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.

**SCHEDULE B
(continued)**

Order No: 608026998 P05

Your Ref:

E 5. THE FACT THAT SAID LAND IS INCLUDED WITHIN A PROJECT AREA OF THE REDEVELOPMENT AGENCY SHOWN BELOW, AND THAT PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT HAVE BEEN INSTITUTED UNDER THE REDEVELOPMENT LAW.

REDEVELOPMENT AGENCY: CITY HEIGHTS REDEVELOPMENT PROJECT AREA

AS DISCLOSED BY DOCUMENT RECORDED: MAY 22, 1992, AS FILE NO. 1992-0314187 OF OFFICIAL RECORDS.

F REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

G 6. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE ORIGINAL AMOUNT SHOWN BELOW

AMOUNT: \$114,476.73
DATED: DECEMBER 29, 2000
TRUSTOR: JOHN COLLORAFI, A SINGLE MAN
TRUSTEE: STEWART TITLE OF CALIFORNIA, INC.
BENEFICIARY: DONALD L. BUTLER AND SALLY K. BUTLER, HUSBAND AND WIFE, AS COMMUNITY PROPERTY
RECORDED: FEBRUARY 6, 2001, AS FILE NO. 2001-0067871 OFFICIAL RECORDS
ORIGINAL LOAN
NUMBER: NOT SHOWN

H SAID DEED OF TRUST PURPORTS TO BE "ALL-INCLUSIVE" IN NATURE. NO REPRESENTATION IS MADE AS TO THE VALIDITY OF THE TERMS THEREIN CONTAINED.

I 7. A PENDING COURT ACTION AS DISCLOSED BY A RECORDED NOTICE.

PLAINTIFF: THE CITY OF SAN DIEGO, A MUNICIPAL CORPORATION
DEFENDANT: DONALD L. BUTLER; SALLY K. BUTLER; DONALD L. BUTLER AND SALLY K. BUTLER TRUST; SCOTT THOMAS BUTLER AND DOES 1 THROUGH X INCLUSIVE
COUNTY: SAN DIEGO
COURT: SUPERIOR COURT OF CALIFORNIA
CASE NO: GIC 760138
NATURE OF ACTION: TO ENFORCE THE SAN DIEGO MUNICIPAL CODE AND THE STATE OF CALIFORNIA HOUSING AND NUISANCE
RECORDED: MARCH 15, 2001, AS FILE NO. 2001-0149716 OFFICIAL RECORDS

A COMPLETE EXAMINATION OF SAID PROCEEDINGS HAS NOT YET BEEN MADE. UPON COMPLETION OF OUR EXAMINATION WE WILL ADVISE YOU OF OUR FINDINGS.

K END OF SCHEDULE B

**SCHEDULE B
(continued)**

Order No: 608026998 P05

Your Ref:

L NOTE NO. 1 : THE LAND REFERRED TO IN THIS PRELIMINARY REPORT WAS IDENTIFIED IN THE ORDER APPLICATION ONLY BY STREET ADDRESS OR ASSESSOR'S PARCEL NUMBER. THIS LAND HAS BEEN LOCATED ON THE ATTACHED MAP. THE USE OF A STREET ADDRESS OR ASSESSOR'S PARCEL NUMBER CREATES AN UNCERTAINTY AS TO THE CORRECT LEGAL DESCRIPTION FOR THE LAND INVOLVED IN YOUR TRANSACTION. PLEASE REVIEW THE MAP. IS THE CORRECT LAND LOCATED ON THE MAP? IF YOUR TRANSACTION INVOLVES OTHER LAND OR MORE LAND OR LESS LAND THAN THAT LOCATED ON THE MAP YOU SHOULD IMMEDIATELY ADVISE YOUR TITLE OFFICER OR ESCROW OFFICER.

M NOTE NO. 2: WE WILL REQUIRE A STATEMENT OF INFORMATION FROM THE PARTIES NAMED BELOW 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.

PARTIES: OWNERS

(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.)

N NOTE NO. 3: WE WILL REQUIRE A STATEMENT OF INFORMATION FROM THE PARTIES NAMED BELOW 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.

PARTIES: BUYERS

(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.)

O NOTE NO. 4: THE CURRENT OWNER DOES NOT QUALIFY FOR THE \$20.00 DISCOUNT PURSUANT TO THE COORDINATED STIPULATED JUDGMENTS ENTERED IN ACTIONS FILED BY BOTH THE ATTORNEY GENERAL AND PRIVATE CLASS ACTION PLAINTIFFS FOR THE HEREIN DESCRIBED PROPERTY.

**SCHEDULE B
(continued)**

Order No: 608026998 P05

Your Ref:

P NOTE NO. 5: 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.

Q NOTE: IF THIS COMPANY IS REQUESTED TO DISBURSE FUNDS IN CONNECTION WITH THIS TRANSACTION, CHAPTER 598, STATUTES OF 1989 MANDATES HOLD PERIODS FOR CHECKS DEPOSITED TO ESCROW OR SUB-ESCROW ACCOUNTS. THE MANDATORY HOLD PERIOD FOR CASHIER'S CHECKS, CERTIFIED CHECKS AND TELLER'S CHECKS IS ONE BUSINESS DAY AFTER THE DAY DEPOSITED. OTHER CHECKS REQUIRE A HOLD PERIOD FROM THREE TO SEVEN BUSINESS DAYS AFTER THE DAY DEPOSITED.

NOTE: ANY FUNDING WIRES TO CHICAGO TITLE COMPANY ARE TO BE DIRECTED AS FOLLOWS:

BANK OF AMERICA
1850 GATEWAY BOULEVARD
CONCORD, CALIFORNIA

ABA 0260-0959-3

CREDIT TO CHICAGO TITLE DEPOSITORY ACCOUNT
NO. 12351-50751
FURTHER CREDIT TO ORDER NO: 608026998

ATTN: SHEILA HOLLANDER

TITLE OFFICER

R NM

Notice

You may be entitled to receive a \$20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is subject of your current transaction, you must - prior to the close of the current transaction - inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company of the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you qualify for a discount which is subject to other terms and conditions.

CHICAGO TITLE INSURANCE COMPANY
Fidelity National Financial Group of Companies' Privacy Statement
July 1, 2001

We recognize and respect the privacy expectation of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- * From applications or other forms we receive from you or your authorized representative;
- * From your transactions with, or from the services being performed by, us, our affiliates, or others;
- * From our internet web sites;
- * From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- * From consumer or other reporting agencies.

Our Policies Regarding The Protection Of The Confidentiality And Security Of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We may also disclose your Personal Information:

- * to agents, brokers or representatives to provide you with services you have requested;
- * to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- * to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right To Access Your Personal Information And Ability To Correct Errors Or Request Change Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Financial, Inc.
601 Riverside Drive
Jacksonville, FL 32204

Multiple Products or Services:

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

Nov 08 2006 9:59AM

Pacific Auction Exchange

858 755 1977

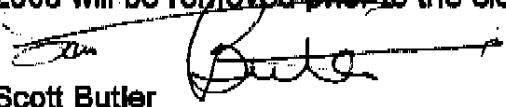
p.2

11/8/2006

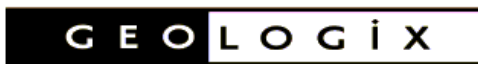
Owner's Statement
3659-3665 University Ave, San Diego, CA 92104

Item 7 on Schedule B, Preliminary Title Report

With regard to the above referenced property, Item 7 on the Schedule B of the Preliminary Title Report issued by Chicago Title Company, dated October 27, 2006 will be removed prior to the close of escrow.


Scott Butler

Owner



814 Pacific Street Placerville, CA 95667 Voice 800-984-6277 530-626-0793 Fax 800-347-3941 530-642-4269

Natural Hazard Disclosure Statement

This statement applies to the following property: 3659 - 65 UNIVERSITY AVE., SAN DIEGO, CA 92104-2372

APN: 447-472-02-00

County: SAN DIEGO COUNTY

Escrow #: 608026998

The Transferor and his or her agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective Transferees may rely on this information in deciding whether and on what terms to purchase the subject property. Transferor hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property. The following are representations made by the Transferor and his or her agent(s) based on their knowledge and maps drawn by the state and federal governments. This information is a disclosure and is not intended to be part of any contract between the Transferee and the Transferor.

THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

Yes	No	Hazard Description:
	X	SPECIAL FLOOD HAZARD AREA Any type Zone "A" or "V" designated by the Federal Emergency Management Agency. Do not know and information not available from local jurisdiction ____
	X	AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code. Do not know and information not available from local jurisdiction ____
	X	A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this property is subject to the maintenance requirements of Section 51182 of the Government Code.
	X	A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.
	X	AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code.
		A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code. Yes (Landslide Zone) ____ Yes (Liquefaction Zone) ____ Map not yet release by State <u>X</u>

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Certificate # 20061101-129544

Date November 1, 2006

Signature of Transferor _____

Date _____

Signature of Transferor _____

Date _____

Signature of Agent _____

Date _____

Signature of Agent _____

Date _____

Check only one of the following:

- ☐ Transferor(s) and their Agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the Transferor(s) and Agent(s).
- ☒ Transferor(s) and their Agents(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Civil Code Section 1103.7, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Civil Code Section 1103.4. Neither Transferor(s) nor their Agent(s) (1) has independently verified the information contained in this statement and report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement.

This statement was prepared by the provider below:

Third-Party Disclosure Provider(s) **GeoLogix Disclosures, LLC**

Date November 1, 2006

Transferee represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, the representations made in this Natural Hazard Disclosure Statement do not constitute all of the Transferor's or Agent's disclosure obligations in this transaction.

Signature of Transferee _____

Date _____

Signature of Transferee _____

Date _____

Transferee represents that he or she has also read and understands the added Airport Disclosure.

Signature of Transferee _____

Date: _____

Signature of Transferee _____

Date: _____

Natural Hazard Disclosure Report

Terms and Conditions for this Natural Hazard Disclosure Statement

Transfer of Liability and the Law:

By its own terms the NHD Law speaks of "representations made by the transferor and his or her agent(s) based on their knowledge and maps drawn and/or approved by state and federal governments" per California Civil Code §1103.2(a). Your Natural Hazard Disclosure report has been carefully prepared by the staff of GeoLogix Disclosures, LLC (hereafter referenced as "GeoLogix"), which has combined experience and skill in cartography, geography, geology, and forestry. Preparation of your report by GeoLogix relieves the transferor and the listing and selling real estate agent(s) from liability regarding the report, as provided for by California Civil Code §1103.4.

The disclosures contained in this report are valid as of the date of certification shown on the Statement, or statutory form (Page 1 of this report). Furthermore, in accordance with California Civil Code §1103.5, the disclosure duties of the transferor and his or her agent shall have been met upon delivery of this Natural Hazard Disclosure Statement; neither shall be required to provide notice to the transferee if the information provided subsequently becomes inaccurate as a result of any governmental action, map revisions, changed information or other act or occurrence, unless the transferor or agent has actual knowledge that the information has become inaccurate. Likewise, GeoLogix shall have no duty to notify transferor or his or her agent of subsequent changes to the information contained within this report.

Indemnification and Limitation of Liability:

GeoLogix provides an indemnification for this disclosure, subject to other terms and conditions stated in this report, for any liabilities that may arise relative to the requirements of NHD Law and for no other purpose. GeoLogix maintains a minimum \$10,000,000 errors and omissions insurance policy to insure for negligent acts. This disclosure is not a substitute for a property damage insurance policy, and GeoLogix assumes no liability or responsibility for any costs or consequences arising due to the need, or lack of need, for a homeowners fire, flood or earthquake insurance policy. The report is to be used only by parties ordering the statutory Natural Hazard Disclosure Statement form required by NHD Law. There are no third-party beneficiaries. GeoLogix will not appear in court to defend or explain this report without being paid reasonable consulting fees and expenses unless such appearance is due to an error in this report.

IN NO EVENT SHALL GEOLOGIX BE LIABLE FOR DAMAGES IN EXCESS OF ACTUAL PROPERTY DAMAGE CAUSED BY A NATURAL DISASTER, OR \$2,000,000 WHICHEVER IS LESS, OR FOR AMOUNTS COVERED ELSEWHERE BY AN INSURANCE POLICY OR FEDERAL DISASTER ASSISTANCE.

GeoLogix offers indemnification with the following exceptions:

- If the ordering party submits incorrect or incomplete property information including but not limited to: 1) an incorrect address or assessor parcel number; 2) commercial properties not so identified, 3) common areas in condominiums and mobile home parks not so identified; or 4) subdivision maps that are incorrect or incomplete;
- If payment is not made within 60 days of escrow closing, or in the case of a builder within 60 days of invoice;
- For future sales transactions relating to this property;
- If errors, inaccuracies or omissions in this report were known to exist by recipient(s) and not disclosed to GeoLogix;
- For uses beyond the scope and intent of NHD Law.

Federal and State "Approved" Natural Hazard Maps:

GeoLogix relies on the official sources of approved maps prescribed by NHD Law, and only those maps, in determining natural hazard zones. No on-site or visual examination of the subject property site has been performed. Rather, GeoLogix has made this disclosure using diligence to interpret the official sources of approved maps relative to the location of the property as shown on tax maps, street maps and other sources. GeoLogix accepts no liability for errors in federal and/or state maps relative to NHD Law nor for errors or lack of maintenance in the county assessor parcel maps as available through resellers of this material.

ACCEPTANCE: USE OF THIS REPORT BY RECIPIENT OR ANY THIRD PARTY CONSTITUTES ACCEPTANCE OF THE CONDITIONS AND LIMITATIONS DESCRIBED ABOVE.

Explanation of Hazard Areas

This California residential property disclosure report provides determinations in compliance with California Civil Code §1103 for the subject property. The following explanations define and provide additional information regarding the six natural hazard areas defined by law.

Special Flood Hazard Area (SFHA)

An "A" or "V" zone Special Flood Hazard Area is defined as the 100-year flood plain, meaning that there is a 1-percent chance in any given year of a flood reaching the outer boundaries of the SFHA. Flooding may occur more frequently in the interiors of these zones as the property can be deeper in the flood plain than those on the edges. Flooding can and often does occur outside SFHAs and therefore this determination is made only with reference to FEMA's current maps and is not an opinion as to the subject property's susceptibility to flooding.

If you want to know more about flood plain management and flood conditions in your area, you should contact your local community official and/or you can order a "Flood Certification" from GeoLogix at 1-800-98-4-MAPS. A Flood Certification is prepared for the "structure" and provides more information, including whether or not your community participates in the National Flood Insurance program, thereby making insurance available. Your community official might be someone either in your city or your county government, depending on your area. Additional flood insurance information can be found at the FEMA web site at <http://www.fema.gov/nfip/>.

Area of Potential Flooding (Dam Inundation)

Any governmental agency, utility or other owner who operates a dam in the state of California must produce "dam inundation maps" showing any area(s) which might suffer flooding as a direct result of that dam's failure. The Water Code of the State of California defines a "dam" as any artificial barrier which is, or will be, 25 feet or more in height from the natural bed of the stream or watercourse at the downstream toe of the barrier or has, or will have, an impounding capacity of 50 acre-feet or more. Inundation zones are predicted assuming the reservoir or lake is at maximum capacity at the time of dam failure. In order to comply with Natural Hazard Disclosure AB 248, the dam operator must prepare and submit Dam Inundation Maps to the California State Office of Emergency Services for review and official approval. A Dam Inundation Zone refers to an area predicted to be inundated by water downward of a dam or levee in the event that an immediate and complete failure or breach of the dam occurs.

This disclosure is not an opinion as to whether or not a property will be subject to flooding due to a dam failure. Rather, it is solely a determination as to whether or not a property is within one or more dam inundation zones on maps "approved" by the California State Office of Emergency Services.

For more information about dam inundation zones, call the State Division of Dam Safety or your State or your local County Office of Emergency Services. More information can be found on the Internet at <http://www.oes.ca.gov/dim.nsf>.

Very High Fire Hazard Severity Zone

Very High Fire Hazard Severity Zones are generally incorporated areas that are not defined as State Responsibility Areas where a heavy accumulation of tree and/or brush fuels, and possibly steep slopes, may make it difficult to retard the rate of spread and intensity of fire. Runaway wildfire in these areas can threaten both property and life.

This disclosure is not an opinion as to the susceptibility of the subject property to wildfire. Rather this determination is made with reference to maps produced by the California State Department of Forestry, as to whether or not the subject property falls within a Very High Fire Hazard Severity Zone.

Conditions within High Fire Hazard Severity Zones can be highly variable. You might consider requesting an on-site inspection of your property from a professional to get an opinion as to the degree of danger as well as mitigation measures. For more information on this zone description and steps to be taken to reduce fire risk, contact your local fire department, and/or visit <http://www.oes.ca.gov/dim.nsf>

Wildland Area That May Contain Substantial Forest Fire Risks and Hazards

A State Responsibility Area is an unincorporated region where, in the event of fire, the California Department of Forestry (CDF) has primary responsibility for fire suppression. Additionally, property owners in these areas "may" be protected by a local fire suppression agency. To inquire if such an arrangement has been made with a local agency, contact your local CDF office. The CDF fire suppression objective is to fight wildfires. They are not obligated by law to fight structural fires, although they often do.

This disclosure is not an opinion as to the susceptibility of the subject property to wildfire. Rather, it is simply a determination with reference to maps produced by the California Department of Forestry as to whether or not the subject property falls within a State Responsibility Area.

Wildfire fuel conditions within State Responsibility zones are highly variable. You might want to consider requesting a professional on-site inspection for an opinion as to the degree of wildfire danger and mitigation options. You may also get more information at <http://www.oes.ca.gov/dim.nsf>.

Earthquake Fault Zone

An Earthquake Fault Zone is a special studies (Alquist-Priolo) zone as determined by the California State Geologist and as determined with reference to maps published by the California State Department of Mines and Geology pursuant to AB 248. This zone delineates the area where an active fault trace exists, and where the possibility of surface rupture might occur in the event of an earthquake.

This disclosure is not an opinion as to the susceptibility of the subject property to earthquakes. Rather, it is simply a determination with reference to maps produced by the California State Department of Mines and Geology pursuant to AB 248 as to whether or not the subject property falls within a special studies (Alquist-Priolo) zone approved by the State Geologist. Many earthquake hazards exist outside the special studies zones.

For more information on the probability of an earthquake along this fault and how it may affect your property, contact the U.S. Geological Survey, Seismology Department, Menlo Park, Calif., under the Interior Department. The California State Department of Mines and Geology, as of Nov. 3, 1998, has more information available on the Internet at www.consrv.ca.gov/dmg/rghm/.

Seismic Hazard Zone

Seismic Hazard Zones are regulatory zones that encompass areas prone to liquefaction (failure of water-saturated soil) and earthquake-induced landslides. To be located within a Seismic Hazard Zone means that the state has determined the likelihood that weak soil and/or rock may be present beneath the property. If present, these weak materials can fail during an earthquake. Unless proper precautions are taken during grading and construction, the weakened conditions of soil or rock can lead to structural damage. If a property is undeveloped, a site-specific investigation by a licensed engineering geologist and/or civil engineer may be required before the parcel can be subdivided or before most structure building can be permitted.

For more information about ground shaking, liquefaction and potential landslides, contact your city engineer or the U.S. Geological Survey, Menlo Park, Calif., under the Department of the Interior. You can also visit the web page for the California Department of Mines and Geology for more information, at <http://www.consrv.ca.gov/dmg/rghm/>.

This disclosure is not an opinion as to the susceptibility of the subject property to earthquakes. Rather, it is simply a determination with reference to approved maps produced by the California State Department of Mines as to whether or not the subject property falls within this special zone approved by the State Geologist.

Airport Proximity

Date: November 1, 2006

**Address: 3659 – 65 University Ave.
City: San Diego, CA**

**APN: 447-472-02-00
Zip: 92104**

An inspection of relevant public records and/or maps indicates that the above listed property **is not** located within an Airport Influence Area as defined by §11010 of the Business and Professions Code and §1102.6, 1103.4 and 1353 of the Civil Code.

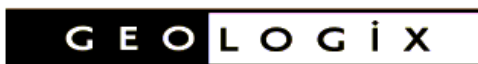
For further information, contact the following Office of the Airport Land Use Commission:

LINDA JOHNSON
San Diego County Regional Airport Authority
3225 N. Harbor Dr.
San Diego, CA 92101
(619) 400-2463 (619) 400-2458
Ljohnson@san.org

California Assembly Bill AB 2776, § 496 became law on January 1st, 2004, amending §11010 of the Business and Professions Code and §1102.6, 1103.4 and 1353 of the Civil Code. This law requires the seller of real property in California to advise the prospective purchaser of the presence of airport noise. The presence of airport noise is disclosed by maps provided by the Airport land use commission which has jurisdiction over the property in question. The seller of the real property is additionally required to disclose to the prospective buyer any airport noise disturbance which he/she has actual knowledge of.

Limitation of Liability:

While GEOLOGIX uses ordinary care in making this determination with reference to the sources described above, GEOLOGIX has no liability for errors in government maps or for maps or sources of information beyond those listed. This limitation applies to all causes of action in the aggregate, including without limitation, negligence, strict liability, misrepresentation, and other torts. All the limitations of liability found on page two of the Natural Hazard Disclosure statement apply to this Airport Influence Area statement. If the limitations are in conflict, the one of lesser value applies.



814 Pacific Street Placerville, CA 95667 Voice 800-984-6277 Fax 800-347-3941

Local Geologic Hazard Disclosure – San Diego County

Date of Disclosure: 11/01/06

Address: 3659-65 University Ave.

APN: 447-472-02-00

City: San Diego, CA

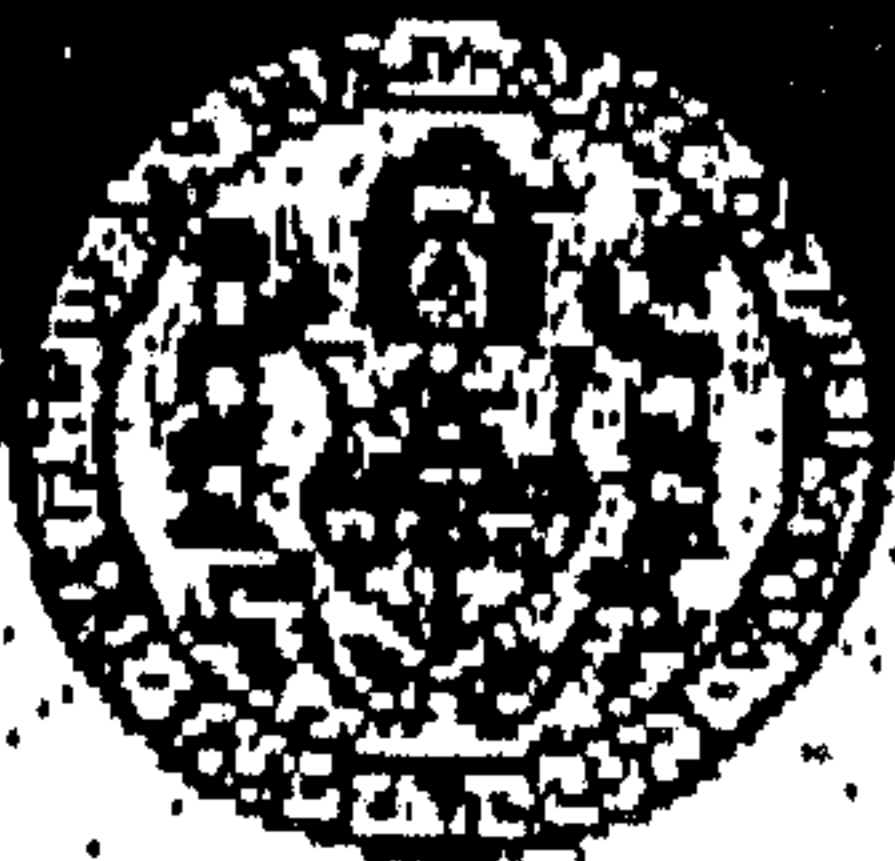
Zip: 92104

GEOLOGIX reviews local geologic maps (in digital format) obtained from the following jurisdictions: San Diego County, San Diego City, Del Mar, Santee, and Lemon Grove. If the subject property is in or near a local geologic hazard zone on one or more of the maps reviewed then such condition will be affirmed with a “YES” below. If you require more information on these reported hazards please contact your local government, a local geologist or civil engineer.

	YES in the left column indicates hazard present
	Fault: Within ¼ mile of an earthquake fault
	Liquefaction: Moderate to high liquefaction potential
	Liquefaction: Low liquefaction potential
	Subject to potential Landslides
	Coastal Bluffs: unstable which may be subject to special building codes
	Coastal Bluffs: moderately stable which may be subject to special building codes
	Coastal Bluffs: generally stable which may be subject to special building codes
	Landslides: Confirmed or potential landslide area
	Slide Prone Formation: Geologic formations that could produce landslides

Limitation of Liability:

While GEOLOGIX uses ordinary care in determining these geologic hazards with reference to the maps described above, GEOLOGIX HAS NO LIABILITY FOR ERRORS IN THESE GOVERNMENT MAPS, OR FOR MAPS OR SOURCES OF INFORMATION BEYOND THOSE LISTED. GEOLOGIX HAS NO LIABILITY UNLESS PROPERTY DAMAGE OCCURS IN A NATURAL DISASTER AND ONLY THEN IF GEOLOGIX IS FOUND TO HAVE MADE AN ERROR IN INTERPRETING THE LISTED MAPS. IN NO EVENT SHALL GEOLOGIX BE LIABLE FOR DAMAGE IN EXCESS OF ACTUAL PROPERTY DAMAGE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS. ALL THE LIMITATIONS OF LIABILITY FOUND ON PAGE 2 OF THE NATURAL HAZARD DISCLOSURE STATEMENT APPLY TO THIS LOCAL REPORT. IF THE LIMITATIONS ARE IN CONFLICT THE ONE OF LESSER VALUE APPLIES.



THE CITY OF SAN DIEGO

NEIGHBORHOOD CODE COMPLIANCE

1200 Third Avenue, 8th Floor, MS 51N • San Diego, California 92101-4106

Location: 3105 - 3105 University

Concerning: Blow Elec + plumbing
violations

An investigation of an alleged violation of the City of San Diego Municipal Code at the above address has been completed. The following action has taken place:

☐ Permit obtained

☐ Not a code violation

☒ Violation removed

☐ Notice of violation issued

☐ Permit exists

☐ Working towards compliance

☐ Under investigation

☒ Compliance achieved/case closed

☐ No violation found

☐ Inquiry has been referred to the agency below:

Contact:

D. Beaman

Phone:

236-6853

Thank you for your assistance in this matter.

Date:

8-19-05

D. Beaman

CODE COMPLIANCE REPRESENTATIVE

Inspection Plan

L64A-021



THE CITY OF SAN DIEGO
Development Services
1222 First Avenue, San Diego, CA 92101-4154

11/2/2006 08:30:39 AM

Page 1 of 2

Project Information

Project: 27630 Project Manager: Miller, Pam (858) 492-5070 pmiller@sandiego.gov
Project Title: ELECTRICAL
Scope: TENANT IMPROVEMENT (4) 15-20 AMP. 1 200 AMP CIRCUIT.

Job Information

Job: 3661 UNIVERSITY AV & 3663 Primary Location: 3661 UNIVERSITY AV
Parcel Owner: BUTLER SCOTT\
14113 DURHULLEN DR*POWAY CA\
92064 APN: 447-472-0200
Thomas Brothers: 1269-G5

Approval Information

Inspecting Approval: 0 70351 Approval Status: Completed
Approval Type: Electrical Permit Owner Occupied: ☐ Overridden: ☐
Issue: 1/16/2004 01:02 PM By: Miller, Pam Will Expire: 1/30/2005 05:00 PM
Cancel Reason: Extension Quantity: 0 By:
Precancel Status: Closed: 11/1/2006 08:31 AM By: Counsell, Monty
Scope: ADD (4) 15-20 AMPS, (1) 200 AMP SERVICE

Inspection Plan

Level: 1 Inspection Group: 78671 Inspection Tier 1

Level: 2 Inspection Group: 78672 Inspection Tier 2

Inspection	Type	Status	Inspector	Scheduled	Performed End	Result
106848	Combination - Rough Electrical	Completed	Gustine, Chad	6/21/2004 08:00 AM	6/21/2004 03:13 PM	Fail
	Subtype		Note			
	Rough [Fail]					
223159	Electrical - Rough	Completed	Gustine, Chad	6/21/2004 08:00 AM	6/21/2004 05:00 PM	Partial Pass
	Subtype		Note			
	Rough Ceiling [Pass]					
	Rough Walls [Pass]		STE 3661 + 3663, NO AC @ THIS TIME, SCOTT 858 774 1245			
220188	Combination - Rough Electrical	Completed	Gustine, Chad	6/22/2004 08:00 AM	6/22/2004 02:55 PM	Pass
	Subtype		Note			
	Rough [Pass]		DUPLICATE CALL			
220040	Electrical - Rough	Completed	Gustine, Chad	6/22/2004 08:00 AM	6/22/2004 02:55 PM	Fail
	Subtype		Note			
	All Rough [Fail]		DUPLICATE CALL			
220041	Electrical - Final (2) (Final)	Completed	Gustine, Chad	11/10/2004 08:00 AM	11/10/2004 08:00 AM	Fail
	Subtype		Note			
	Final [Fail]		DS-13			
330948	Electrical - Final (2) (Final)	Completed	Chang, Leroy	11/17/2004 08:00 AM	11/17/2004 04:00 PM	Fail
	Subtype		Note			
	Final [Fail]		items 3 & 4 of ds-13 is incomplete			
333207	Electrical - Final (2) (Final)	Completed	Gustine, Chad	11/18/2004 08:00 AM	11/18/2004 08:00 AM	Pass
	Subtype		Note			
	Final [Pass]		UNIT 3661. 3663			



Inspection Plan

L64A-021



THE CITY OF SAN DIEGO
Development Services
1222 First Avenue, San Diego, CA 92101-4154

11/2/2006 08:32:04 AM

Page 1 of 1

Project Information

Project: 28019 **Project Manager:** Barreras, Margaret (619) 557-7941 mbarreras@sandiego.gov
Project Title: Butler Mechanical 3661
Scope: Tenant Improvement: Furnaces, vent fan, gas system for 3661.

Job Information

Job: 3661 UNIVERSITY AV **Primary Location:** 3661 UNIVERSITY AV
Parcel Owner: BUTLER SCOTT\
14113 DURHULLEN DR*POWAY CA\
92064 **APN:** 447-472-0200
Thomas Brothers: 1269-G5

Approval Information

Inspecting Approval: 0 71723 **Approval Status:** Completed
Approval Type: Mechanical Permit **Owner Occupied:** ☐ **Overridden:** ☐
Issue: 1/22/2004 09:44 AM **By:** Barreras, Margaret **Will Expire:** 1/16/2005 05:00 PM
Cancel Reason: **Extension Quantity:** 0 **By:** **Closed:** 7/18/2005 03:09 PM **By:** Avila, Ed
Precancel Status: **Scope:** TI: furnace,vent fan, gas system.

Inspection Plan

Level: 1 Inspection Group: 80594 Inspection Tier 1

Level: 2 Inspection Group: 80595 Inspection Tier 2

Inspection	Type	Status	Inspector	Scheduled	Performed End	Result
110542	Mechanical - Rough	Completed	Hernandez, Fr	7/15/2004 08:00 AM	7/15/2004 04:44 PM	Fail
	Subtype		Note			
	All Rough Mechanical [Fail]					
251690	Mechanical - Rough	Completed	Hernandez, Fr	7/30/2004 08:00 AM	8/2/2004 04:00 PM	Fail
	Subtype		Note			
	All Rough Mechanical [Fail]					
279560	Mechanical - Rough	Completed	Hernandez, Fr	11/12/2004 08:00 AM	11/16/2004 04:00 PM	Fail
	Subtype		Note			
	Meter Release [Fail]		#3661 Ir-1			
110541	Mechanical - Final(2) (Final)	Cancelled	Hernandez, Fr	7/13/2005 08:00 AM		
506564	Mechanical - Final(2) (Final)	Completed	Flores, David	7/15/2005 08:00 AM	7/15/2005 04:00 PM	Pass
	Subtype		Note			
	Mechanical Final [Pass]					

Level: 3 Inspection Group: 80596 Inspection Tier 3



Inspection Plan

L64A-021

THE CITY OF SAN DIEGO
Development Services
1222 First Avenue, San Diego, CA 92101-4154

11/2/2006 08:32:32 AM

Page 1 of 2

Project Information

Project: 46019 Project Manager: 3163 (858) 492-5070 rlatour@san Diego.gov
Project Title: plumbing permit
Scope: plumbing ti

Job Information

Job: 3661 UNIVERSITY AV Primary Location: 3661 UNIVERSITY AV Unit 3661/ 63
Parcel Owner: BUTLER SCOTT\
14113 DURHULLEN DR*POWAY CA\
92064 APN: 447-472-0200
Thomas Brothers: 1269-G5

Approval Information

Inspecting Approval: 1 29946 Approval Status: Completed
Approval Type: Plumbing Permit Owner Occupied: ☐ Overridden: ☐
Issue: 7/21/2004 10:58 AM By: La Tour, Renee Will Expire: 7/22/2006 05:00 PM
Cancel Reason: Extension Quantity: 0 By:
Precancel Status: Closed: 7/27/2005 07:58 AM By: Child, Stella
Scope: plumbing ti

Inspection Plan

Level: 1 Inspection Group: 150884 Inspection Tier 1

Level: 2 Inspection Group: 150885 Inspection Tier 2

Inspection	Type	Status	Inspector	Scheduled	Performed	End	Result
243923	Mechanical - Plumbing - Final (Final)	Completed	Wilson, Dick	11/12/2004 08:00 AM	11/12/2004 04:00 PM		Fail
		Subtype	Note				
		Plumbing Final [Fail]					
243925	Mechanical - Plumbing - Rough	Completed	Wilson, Dick	11/12/2004 08:00 AM	11/12/2004 04:00 PM		Partial Pass
		Subtype	Note				
		Rough Drain, Waste & Vent [Partial Pass]					
338092	Mechanical - Plumbing - Final (Final)	Completed	Flores, David	12/21/2004 08:00 AM	12/21/2004 04:00 PM		Partial Pass
		Subtype	Note				
		Plumbing Final [Partial Pass]					
360028	Mechanical - Plumbing - Final (Final)	Completed	Millburn, Gene	7/11/2005 08:00 AM	7/11/2005 04:00 PM		Fail
		Subtype	Note				
		Plumbing Final [Fail]	ds-13				
507440	Mechanical - Plumbing - Final (Final)	Completed	Hernandez, Fr	7/18/2005 08:00 AM	7/19/2005 04:06 PM		Fail
		Subtype	Note				
		Plumbing Final [Fail]					
517093	Mechanical - Plumbing - Final (Final)	Completed	Flores, David	7/19/2005 08:00 AM	7/19/2005 04:00 PM		Pass
		Subtype	Note				
		Plumbing Final [Pass]					
338098	Mechanical - Plumbing - Rough	Completed	Flores, David	7/26/2005 08:00 AM	7/19/2005 04:00 PM		Pass
		Subtype	Note				
		All Rough Plumbing [Pass]					

Level: 3 Inspection Group: 150886 Inspection Tier 3





Inspection Plan

11/2/2006 08:34:05 AM

L64A-021

THE CITY OF SAN DIEGO
Development Services
1222 First Avenue, San Diego, CA 92101-4154

Page 1 of 1

Project Information

Project: 28022 **Project Manager:** Barreras, Margaret (619) 557-7941 mbarreras@sandiego.gov
Project Title: Butler Mechanical 3663
Scope: TI: Furnace/vent fan/gas system.

Job Information

Job: 3663 UNIVERSITY AV **Primary Location:** 3663 UNIVERSITY AV
Parcel Owner: BUTLER SCOTT\
14113 DURHULLEN DR*POWAY CA\
92064 **APN:** 447-472-0200
Thomas Brothers: 1269-G5

Approval Information

Inspecting Approval: 0 71731 **Approval Status:** Completed
Approval Type: Mechanical Permit **Owner Occupied:** ☐ **Overridden:** ☐
Issue: 1/22/2004 09:40 AM **By:** Barreras, Margaret **Will Expire:** 1/16/2005 05:00 PM
Cancel Reason: **Extension Quantity:** 0 **By:** **Closed:** 12/16/2004 12:30 F **By:** Perez, Sylvia
Precancel Status: **Scope:** TI: furnace/vent fan/gas system.

Inspection Plan

Level: 1 Inspection Group: 80609 Inspection Tier 1

Level: 2 Inspection Group: 80610 Inspection Tier 2

Inspection	Type	Status	Inspector	Scheduled	Performed End	Result
110573	Mechanical - Rough	Completed	Hernandez, Fr	7/15/2004 08:00 AM	7/15/2004 04:44 PM	Fail
251700	Subtype		Note			
	All Rough Mechanical [Fail]					
	Mechanical - Rough	Completed	Hernandez, Fr	7/30/2004 08:00 AM	8/2/2004 04:00 PM	Fail
353576	Subtype		Note			
	All Rough Mechanical [Fail]					
	Mechanical - Final(2) (Final)	Completed	Millburn, Gene	11/18/2004 08:00 AM	11/18/2004 04:00 PM	Pass
110572	Subtype		Note			
	Mechanical Final [Pass]					
	Mechanical - Final(2) (Final)	Completed	Millburn, Gene	11/18/2004 08:00 AM	11/18/2004 04:00 PM	Partial Pass
	Subtype		Note			
	Mechanical Final [Partial Pass]		C PLANS #3663			

Level: 3 Inspection Group: 80611 Inspection Tier 3



Inspection Plan

L64A-021



THE CITY OF SAN DIEGO
Development Services
1222 First Avenue, San Diego, CA 92101-4154

11/2/2006 08:35:07 AM

Page 1 of 1

Project Information

Project: 63624 Project Manager: Alongi, Alex (619) 446-5120 aalongi@saniego.gov
Project Title: Butler Drywall
Scope: CENTRAL URBANIZED 1000 sf of drywall for 2 dwelling units in Apartment complex Scott Butler owner no plan permit

Job Information

Job: 3665 UNIVERSITY AV E & H Primary Location: 3665 UNIVERSITY AV
Parcel Owner: BUTLER SCOTT
14113 DURHULLEN DR*POWAY CA\ APN: 447-472-0200
92064 Thomas Brothers: 1269-G5

Approval Information

Inspecting Approval: 1 89745 Approval Status: Completed
Approval Type: Building Permit Owner Occupied: ☐ Overridden: ☐
Issue: 2/3/2005 01:12 PM By: Alongi, Alex Will Expire: 1/29/2006 05:00 PM
Cancel Reason: Extension Quantity: 0 By: Closed: 2/11/2005 02:43 PM By: Smith, Wade
Precancel Status: Scope: CENTRAL URBANIZED 1000 sf of drywall for 2 dwelling units in Apartment complex Scott Butler owner no plan permit

Inspection Plan

Level: 1 Inspection Group: 223208 Inspection Tier 1

Level: 2 Inspection Group: 223209 Inspection Tier 2

Inspection	Type	Status	Inspector	Scheduled	Performed End	Result
382690	Structural - Lath & Drywall	Completed	Hernandez, C	2/8/2005 08:00 AM	2/8/2005 07:32 PM	Pass

Subtype	Note
All Lath & Drywall [Pass] ✓	

Level: 3 Inspection Group: 223210 Inspection Tier 3

Inspection	Type	Status	Inspector	Scheduled	Performed End	Result
382686	Structural - Final(3) (Final) ✓	Completed	Hernandez, C	2/11/2005 08:00 AM	2/11/2005 10:41 PM	Pass

Subtype	Note
Final [Pass] ✓	



Inspection Plan



THE CITY OF SAN DIEGO

Development Services

1222 First Avenue, San Diego, CA 92101-4154

11/2/2006 08:36:32 AM

Page 1 of 2

L64A-021

Project Information

Project: 27557

Project Manager: Nguyen, Henry

(619) 446-5113

hknguyen@sandiego.gov

Project Title: TI

Scope: TI= Ex. Office, add new drop down Ceiling. some electrical and mechanical work/5/26/04 change of record to add 3661/63 University Av. 3653 entered in error.

Job Information

Job: 3661 UNIVERSITY AV

Primary Location: 3659 UNIVERSITY AV

Parcel Owner: BUTLER SCOTT\

14113 DURHULLEN DR*POWAY CA\ 92064

APN: 447-472-0200

Thomas Brothers: 1269-G5

Approval Information

Inspecting Approval: 0 70134

Approval Status: Completed

Approval Type: Building Permit

Owner Occupied: ☐

Overridden: ☐

Issue: 1/22/2004 09:13 AM

By: Barreras, Margaret

Will Expire: 1/16/2005 05:00 PM

Cancel Reason:

Extension Quantity: 0

By:

Precancel Status:

Closed: 7/28/2005 10:21 AM By: Perez, Sylvia

Scope: TI

Inspection Plan

Level: 1 Inspection Group: 78440 Inspection Tier 1



Inspection Plan

L64A-021



THE CITY OF SAN DIEGO
Development Services
1222 First Avenue, San Diego, CA 92101-4154

11/2/2006 08:37:09 AM

Page 1 of 1

Project Information

Project: 59877 Project Manager: 3558 (858) 492-5070 ecortez@sandiego.gov
Project Title: Plumbing
Scope: Repalce water heater

Job Information

Job: 3659 UNIVERSITY AV Primary Location: 3659 UNIVERSITY AV
Parcel Owner: BUTLER SCOTT\
14113 DURHULLEN DR*POWAY CA\
92064 APN: 447-472-0200
Thomas Brothers: 1269-G5

Approval Information

Inspecting Approval: 1 76727 Approval Status: Completed
Approval Type: Plumbing Permit Owner Occupied: ☐ Overridden: ☐
Issue: 12/16/2004 10:45 AM By: Cortez, Emma Will Expire: 12/15/2005 05:00 PM
Cancel Reason: Extension Quantity: 0 By:
Precancel Status: Closed: 12/27/2004 02:15 F By: Perez, Sylvia
Scope: replace 3 water heater's for addresses 3659-3665

Inspection Plan

Level: 1 Inspection Group: 207113 Inspection Tier 1

Level: 2 Inspection Group: 207114 Inspection Tier 2

Inspection	Type	Status	Inspector	Scheduled	Performed End	Result
353393	Combination - Final (2) (Final)	Completed	Flores, David	12/21/2004 08:00 AM	12/21/2004 04:00 PM	Pass

Subtype	Note
Final [Pass] ✓	

Level: 3 Inspection Group: 207115 Inspection Tier 3



Inspection Plan

L64A-021

11/2/2006 08:41:37 AM

Page 1 of 1

Project Information

Project: 64568	Project Manager: Alongi, Alex	(619) 446-5120	aalongi@sandiego.gov
Project Title: BUTLER DRYWALL			
Scope: CENTRAL URBANIZED NO PLAN PERMIT 600SF OF DRYWALL FOR EXISTING APT BUILDING SCOTT BUTLER OWNER			

Job Information

Job: 3659 UNIVERSITY AV #A & D	Primary Location: 3659 UNIVERSITY AV
Parcel Owner: BUTLER SCOTT\	
14113 DURHULLEN DR*POWAY CA\	APN: 447-472-0200
92064	Thomas Brothers: 1269-G5

Approval Information

Inspecting Approval: 1 93219	Approval Status: Issued	
Approval Type: Building Permit	Owner Occupied: ☐	Overridden: ☐
Issue: 2/15/2005 01:41 PM	By: Alongi, Alex	Will Expire: 2/10/2006 05:00 PM
Cancel Reason:	Extension Quantity: 0	By:
Precancel Status:	Closed:	By:
Scope:	CENTRAL URBANIZED NO PLAN PERMIT 600SF OF DRYWALL FOR EXISTING APT BUILDING SCOTT BUTLER OWNER	

Inspection Plan

Level: 1 Inspection Group: 227843 Inspection Tier 1

Level: 2 Inspection Group: 227844 Inspection Tier 2

Inspection	Type	Status	Inspector	Scheduled	Performed End	Result
392027	Structural - Lath & Drywall	Completed	Hernandez, C	3/1/2005 08:00 AM	3/1/2005 05:54 PM	Partial Pass
	Subtype		Note			
	Drywall [Pass]		renailing			
392024	Structural - Foundation	Available				
	Call (858) 581-7111 to Schedule this Inspection					
392025	Structural - Frame	Available				
	Call (858) 581-7111 to Schedule this Inspection					
392026	Structural - Insulation	Available				
	Call (858) 581-7111 to Schedule this Inspection					
402411	Structural - Lath & Drywall	Available				
	Call (858) 581-7111 to Schedule this Inspection					
392028	Structural - Suspended Ceiling	Available				
	Call (858) 581-7111 to Schedule this Inspection					

Level: 3 Inspection Group: 227845 Inspection Tier 3

Inspection	Type	Status	Inspector	Scheduled	Performed End	Result
405775	Structural - Final(3) (Final)	Completed	Hernandez, C	3/1/2005 08:00 AM	3/1/2005 04:00 PM	Pass
392023	Subtype		Note			
	Final [Pass]					
	Structural - Final(3) (Final)	Unavailable				
	Call (858) 581-7111 to Schedule this Inspection					



Inspection Plan

L64A-021



THE CITY OF SAN DIEGO
Development Services
1222 First Avenue, San Diego, CA 92101-4154

11/2/2006 08:42:22 AM

Page 1 of 1

Project Information

Project: 64568 Project Manager: Alongi, Alex (619) 446-5120 aalongi@saniego.gov
Project Title: BUTLER DRYWALL
Scope: CENTRAL URBANIZED NO PLAN PERMIT 600SF OF DRYWALL FOR EXISTING APT BUILDING SCOTT BUTLER OWNER

Job Information

Job: 3659 UNIVERSITY AV #A & D Primary Location: 3659 UNIVERSITY AV
Parcel Owner: BUTLER SCOTT\
14113 DURHULLEN DR*POWAY CA\
92064 APN: 447-472-0200
Thomas Brothers: 1269-G5

Approval Information

Inspecting Approval: 1 93219 Approval Status: Issued
Approval Type: Building Permit Owner Occupied: ☐ Overridden: ☐
Issue: 2/15/2005 01:41 PM By: Alongi, Alex Will Expire: 2/10/2006 05:00 PM
Cancel Reason: Extension Quantity: 0 By:
Precancel Status: Closed: By:
Scope: CENTRAL URBANIZED NO PLAN PERMIT 600SF OF DRYWALL FOR EXISTING APT BUILDING SCOTT BUTLER OWNER

Inspection Plan

Level: 1 Inspection Group: 227843 Inspection Tier 1

Level: 2 Inspection Group: 227844 Inspection Tier 2

Inspection	Type	Status	Inspector	Scheduled	Performed End	Result
392027	Structural - Lath & Drywall	Completed	Hernandez, C	3/1/2005 08:00 AM	3/1/2005 05:54 PM	Partial Pass

Subtype	Note
Drywall [Pass] ✓	renailing

392024	Structural - Foundation	Available
	Call (858) 581-7111 to Schedule this Inspection	
392025	Structural - Frame	Available
	Call (858) 581-7111 to Schedule this Inspection	
392026	Structural - Insulation	Available
	Call (858) 581-7111 to Schedule this Inspection	
402411	Structural - Lath & Drywall	Available
	Call (858) 581-7111 to Schedule this Inspection	
392028	Structural - Suspended Ceiling	Available
	Call (858) 581-7111 to Schedule this Inspection	

Level: 3 Inspection Group: 227845 Inspection Tier 3

Inspection	Type	Status	Inspector	Scheduled	Performed End	Result
405775	Structural - Final(3) (Final)	Completed	Hernandez, C	3/1/2005 08:00 AM	3/1/2005 04:00 PM	Pass

Subtype	Note
Final [Pass]	

392023	Structural - Final(3) (Final)	Unavailable
	Call (858) 581-7111 to Schedule this Inspection	



Replace in kind but minor exceptions
DESIGN OF BALCONY / DECK SUPPORT (1) of 1

JOB No. 502-03

PROJECT NAME: **BUTLER PROP.**

LOCATION: 3861 UNIVERSITY AVE.
SAN DIEGO, CA. 92104

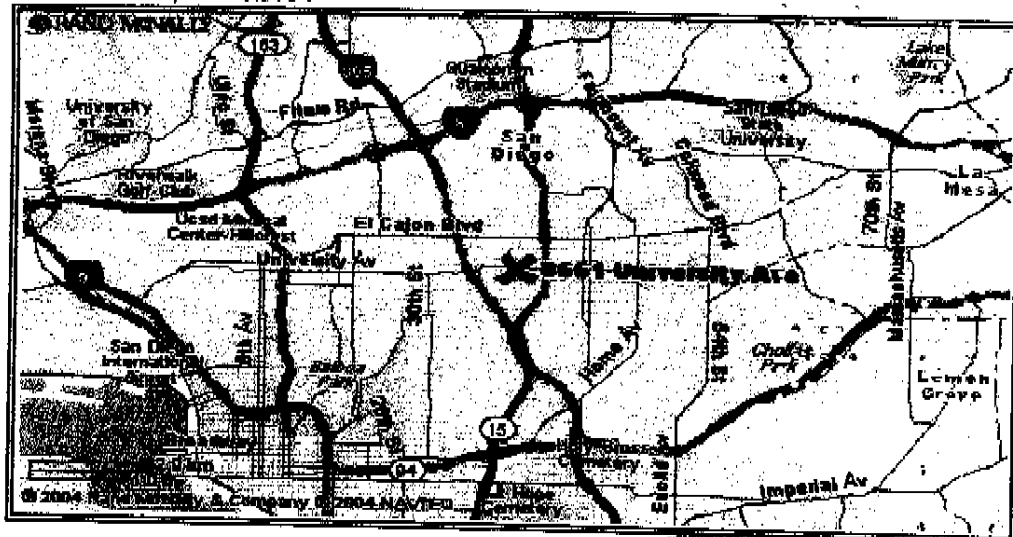
WORK ORDER: 502-03

CLIENT/ADDRESS:

BUTLER PROP.

3861 UNIVERSITY AVE.
SAN DIEGO, CA. 92104

CONTACT PERSON



DATE PREPARED:
BY:

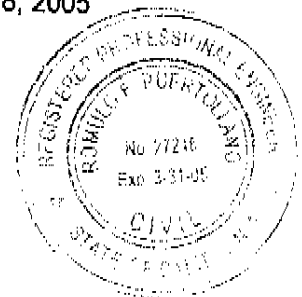
FEB. 8, 2005



RP Engineers, Inc.

13061 Poway Road, Poway, CA 92064
(858) 486-0480 FAX: (858) 486-0045

A handwritten signature in black ink, likely belonging to the engineer, is written over a horizontal line.



RCE No. 27246

Exp. 3-31-05

DATE

CONFORMS

PLANNING AND DEVELOPMENT REVIEW LAND DEVELOPMENT REVIEW

Plan File/Work Order No. 65020

Conforms to UMPDO

By Waga Initials E

Date 3/3/2008 Phone _____

Call _____ for landscape inspection

Any Revision To These Plans Will Require Another Stamp of Conformity

City of San Diego
Development Services Department
APPROVED

194830

65020

Permit No.

Project No.

This set of plans and specifications MUST be kept on the job at all times. It is unlawful to make any changes or alterations on same without written permission from Development Services Department Staff. The stamping of these plans and specifications SHALL NOT be held to permit nor approve the violation of any City, County, State, or Federal Laws, nor other Restrictions.

1 OF
Sheets

Issued By C. G. Gagnier

Date

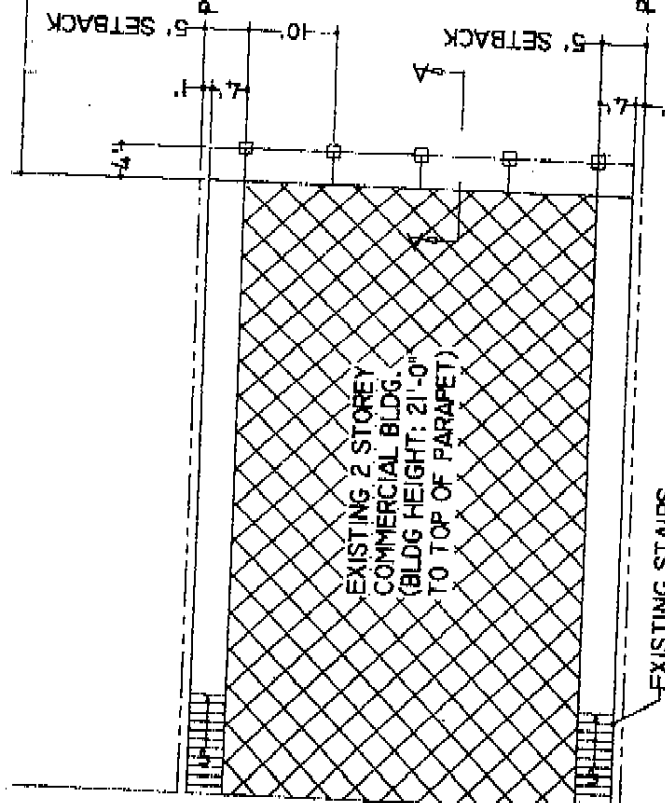
3-08
3/3/08

THIS IS NOT A BUILDING PERMIT

BUILDING DEVELOPMENT REVIEW
DIVISION-STRUCTURAL
GARY LAD
DATE 3/3/08



EXISTING CURB



EXISTING STAIRS

EXISTING
CONCRETE
SIDEWALK

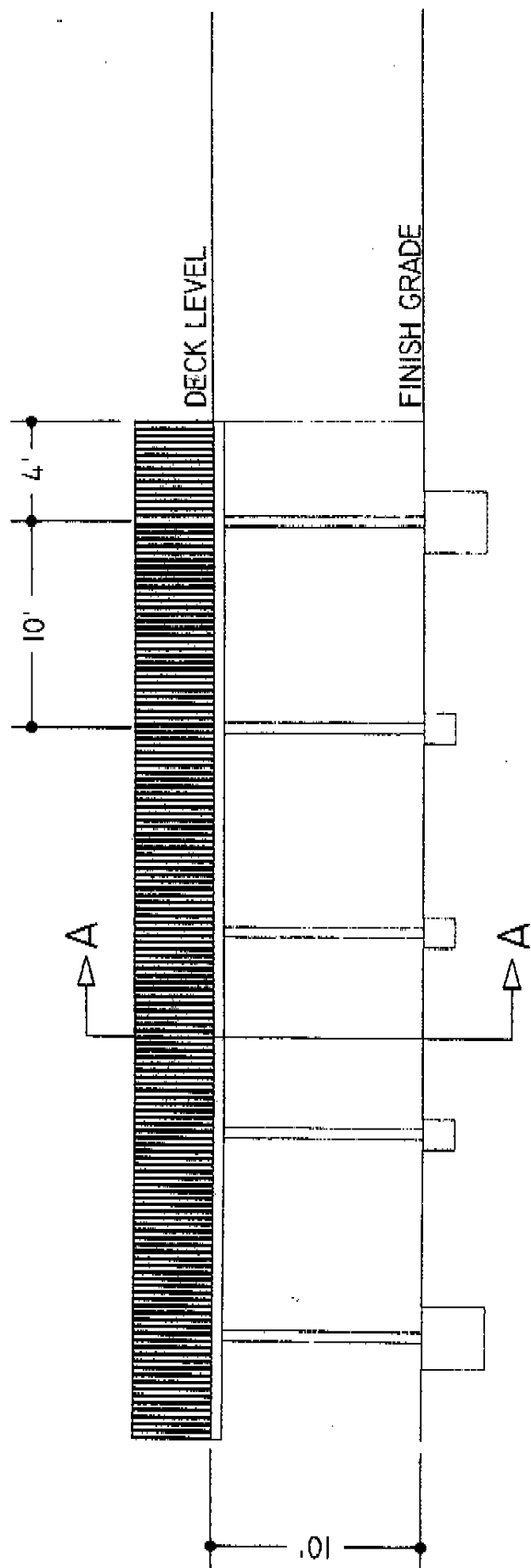
SITE PLAN

SCALE: NTS

UNIVERSITY AVE

3/1/05

Stamp transfer
no mech. work



ELEVATION 0000
NTS
00000 305000
000000

Approval

L64A-005

THE CITY OF SAN DIEGO

Development Services

1222 First Avenue, San Diego, CA 92101-4154

3/3/2005 02:31:41 PM

Page 1 of 1

Project Information

Project Nbr: 65020 Title: Butler's Balcony
Project Mgr: Garola, Rosa (819) 557-7925 mgarcia@sandiego.gov



Approval Information

Approval Nbr: 1 94830 Type: Building Permit Status: Pending Invoice Payment Owner Occupied: ☐
Issued: 3/3/2005 02:31 PM Issued By: Diaz, Connie Issued To: Butler, Scott T. Overridden: ☐
Completed: Completed By: Expire Date:
Extension Qty: 0 Extended By:
Scope: Mid City.....proposed 160sf detached balcony to an existing mixed use building. CC-5-4 within Central Urbanized Planned District.
Cancel Reason:
Precancel Status:
Land Doc Type:
Recorded Map No: Recorded Date:

Job Location

Address	Description	Assessor Parcel
3661 UNIVERSITY AV	3661 UNIVERSITY AV	447-472-0200
* = Address assignment Pending		

Bureau of Census (BC) Codes

BC Code
Acc Struct to 3+ Fam or NonRes

Fee Type Units

Fee Type	Amount
Valuation -CBC	2000

Fee Worksheet

Fee	Quantity Unit	Category
PatioCvr/CvrdPrch//Decks/Balc	160 Square Feet	Plan Check Fees
Permit Issuance/with Plans	1 Each	Issuance Fees
Seismic Fee(Residential)	2000 Valuation -CBC	Issuance Fees
State Fee (Residential)	2000 Valuation -CBC	Issuance Fees

John Anderson
492-5070



CITY OF SAN DIEGO DEVELOPMENT REVIEW CENTER
1222 FIRST AVENUE • SAN DIEGO, CALIFORNIA 92101

INSPECTION RECORD

CONTRACTOR <i>Owner</i>	PERMIT DATE
DESCRIPTION OF WORK <i>Drop Ceiling / Lighting 3661</i>	
OCCUPANCY & CONST. TYPE	USE ZONE
	PLAN FILE NUMBER

CENSUS TRACT NUMBER	PERMIT NUMBER
JOB ADDRESS <i>3661 University Avenue</i>	

INSPECTIONS MUST BE REQUESTED
AT (858) 581-7111 FROM 7:00 A.M. TO 10:00 P.M.

EVERY EFFORT WILL BE MADE TO RESPOND TO INSPECTION REQUESTS BY NO LATER THAN THE FOLLOWING WORKDAY.

SEQUENCE OF APPROVAL OF WORK ON THIS PROJECT IS THE RESPONSIBILITY OF THE CONTRACTOR OR OWNER.

EACH STAGE OF WORK SHALL BE LEFT EXPOSED FOR INSPECTION AND BE APPROVED BEFORE COVERING.

UNDERGROUND	TYPE INSPECTION	DATE	INSPECTED BY
	1 Sanitary Plumbing		
	2 Water Piping		
	3 Grounding Electrode		
	4 Electric Below Slab		
	5 Electrical		
	6		
	7		

ANCHORS, INSERTS, AND REINFORCEMENT TO BE ACCURATELY SECURED IN PLACE BEFORE INSPECTION IS REQUESTED.

FOUNDATIONS	TYPE INSPECTION	DATE	INSPECTED BY
	8 Piling, Caissons, Etc.		
	9 Footings		
	10 Foundation Walls		
	11 Grade Beam/Slab		
	12		
	13		
	14 Pool Bonding		

OBTAIN INSPECTION AND APPROVAL OF WORK (ITEMS 25 - 44) THAT WILL BE OBSCURED FROM VIEW BY SURFACE COVERING.

ROUGH MECHANICAL & ELECTRICAL	TYPE INSPECTION	DATE	INSPECTED BY
	15 Sanitary Plumbing		
	16 Water Piping		
	17 Gas Piping		
	18 Gas Pressure		
	19 Heating Boilers/Vents		
	20 Air Conditioning/Refrig.		
	21 Vent fans/System		
FIRE DEPT. INSPECTION	22 "Built-up" Tub or Shower Pan		
	23 Electrical		
	24 WALLS + FLOORS	6-22-04	C. GUSTINE
	25		

CIRCLED ITEMS REQUIRE SEPARATE INSPECTION APPROVAL BY FIRE DEPT. (ITEMS 26 - 32, 45 - 47, & 58) CALL (619) 446-5440

FIRE DEPT. INSPECTION	TYPE INSPECTION	DATE	INSPECTED BY
	26 Sprinklers-Overhead		
	27 Alarm-Rough-In		
	28 Sprinkler-Final		
	29 Alarm-Final		
	30		
	31		
	32		

STRUCTURAL FRAME	TYPE INSPECTION	DATE	INSPECTED BY
	33 Ext. Wall Construction		
	34 Int. Wall Construction	8/3/04	C. GUSTINE
	35 Columns & Supports		
	36 Floor System(s)		
	37 Roof System		
	38 Shear Walls		
	39 Height Limit		
FIRE	40		
	41		

ITEMS 42, 43, AND 44 TO BE INSPECTED PRIOR TO INSTALLING INTERIOR WALL COVERING.

FIRE	TYPE INSPECTION	DATE	INSPECTED BY
	42 Interior Walls	7/27/04	C. GUSTINE
	43 Interior - Roof-Ceiling		
	44 Sound Transmission		
	45 Sprinklers - Under Ground		
	46 Fire Alarms - Underground		
	47 Fire		

REQUESTS FOR INSPECTION BY FIRE DEPT. (619) 446-5440

OUTSIDE BLDG.	TYPE INSPECTION	DATE	INSPECTED BY
	48 Sewer/Water		
	49 Property Line Cleanout		
SURFACE COVERING	50 Sidewalk/Driveway/Curb		

PUMP & CHASE

SURFACE COVERING	TYPE INSPECTION	DATE	INSPECTED BY
	51 Exterior Lath		
	52 Interior ☐ Lath ☒ Drywall	8/3/04	C. GUSTINE
FINAL INSPECTIONS	53 Suspended Ceiling		

CALL FOR FINAL INSPECTIONS WHEN APPROPRIATE ITEMS ABOVE PERTAINING TO THIS PROJECT HAVE BEEN APPROVED.

FINAL INSPECTIONS	TYPE INSPECTION	DATE	INSPECTED BY
	54 Public Improvements		
	55 Planning		
	56 Landscaping		
	57 Fire Dept. Hazardous Matl. Div. (619-533-4400)		
	58 Fire Department (619-446-5440)		
	59 Plumbing/Gas		
	60 Heating/A.C./Refrig.		
FIRE DEPT. INSPECTION	61 Range Hoods/Vent.		
	62 Electrical	11-18-04	C. GUSTINE
	63 Structural		
	64 Approved to Occupy		

*For Gas or Electric Meter Installation, call SDG&E Company's Project Manager (619) 230-7800.
SEE REVERSE SIDE FOR IMPORTANT NOTICES



CITY OF SAN DIEGO DEVELOPMENT REVIEW CENTER
1222 FIRST AVENUE • SAN DIEGO, CALIFORNIA 92101

INSPECTION RECORD

CONTRACTOR Butler Properties	PERMIT DATE
DESCRIPTION OF WORK 3661 University Avenue	
OCCUPANCY & CONST. TYPE Butler Bldg	USE ZONE B
PLAN FILE NUMBER	

SEQUENCE OF APPROVAL OF WORK ON THIS PROJECT IS THE RESPONSIBILITY OF THE CONTRACTOR OR OWNER.

EACH STAGE OF WORK SHALL BE LEFT EXPOSED FOR INSPECTION AND BE APPROVED BEFORE COVERING.

UNDERGROUND	TYPE INSPECTION	DATE	INSPECTED BY
	1 Sanitary Plumbing		
	2 Water Piping		
	3 Grounding Electrode		
	4 Electric Below Slab		
	5 Electrical		
	6		
	7		

ANCHORS, INSERTS, AND REINFORCEMENT TO BE ACCURATELY SECURED IN PLACE BEFORE INSPECTION IS REQUESTED.

FOUNDATIONS	TYPE INSPECTION	DATE	INSPECTED BY
	8 Piling, Caissons, Etc.		
	9 Footings <i>Preplaced in place</i>	<i>8/3/05</i>	<i>C. H. Hdez</i>
	10 Foundation Walls		
	11 Grade Beam/Slab		
	12		
	13		
	14 Pool Bonding		

OBTAIN INSPECTION AND APPROVAL OF WORK ON ITEMS 15 - 44 THAT WILL BE OBSCURED FROM VIEW BY SURFACE COVERING.

ROUGH MECHANICAL & ELECTRICAL	TYPE INSPECTION	DATE	INSPECTED BY
	15 Sanitary Plumbing		
	16 Water Piping		
	17 Gas Piping		
	18 Gas Pressure		
	19 Heating/Ducts/Vents		
	20 Air Conditioning/Refrig.		
	21 Vent fans/System		
	22 "Built-up" Tub or Shower Pan		
	23 Electrical		
	24		
	25		

CIRCLED ITEMS REQUIRE SEPARATE INSPECTION APPROVAL BY FIRE DEPT. (ITEMS 26 - 32, 45 - 47, & 58) CALL (619) 446-5440

FIRE DEPT. INSPECTION	TYPE INSPECTION	DATE	INSPECTED BY
	26 Sprinklers-Overhead		
	27 Alarm-Rough-In		
	28 Sprinkler-Final		
	29 Alarm-Final		
	30		
	31		
	32		

APPROVED PLANS MUST BE KEPT ON JOB
WHEN REQUESTING INSPECTION OF WORK
PLEASE PROVIDE INFORMATION IN THIS BOX

CENSUS TRACT NUMBER	PERMIT NUMBER
JOB ADDRESS	

INSPECTIONS MUST BE REQUESTED
AT (858) 581-7111 FROM 7:00 A.M. TO 10:00 P.M.
EVERY EFFORT WILL BE MADE TO RESPOND TO INSPECTION REQUESTS BY NO LATER THAN THE FOLLOWING WORKDAY.

STRUCTURAL FRAME	TYPE INSPECTION	DATE	INSPECTED BY
	33 Ext. Wall Construction		
	34 Int. Wall Construction		
	35 Columns & Supports		
	36 Floor System(s)		
	37 Roof System		
	38 Shear Walls		
	39 Height Limit		

ITEMS 42, 43, AND 44 TO BE INSPECTED PRIOR TO INSTALLING INTERIOR WALL COVERING.

FIRE DEPT. INSPECTION	TYPE INSPECTION	DATE	INSPECTED BY
	42 Interior Walls		
	43 Interior - Roof-Ceiling		
	44 Sound Transmission		

REQUESTS FOR INSPECTION BY FIRE DEPT. (619) 446-5440

FIRE DEPT. INSPECTION	TYPE INSPECTION	DATE	INSPECTED BY
	45 Sprinklers and Sound		
	46 Fire Department Underground		

OUTSIDE BLDG.	TYPE INSPECTION	DATE	INSPECTED BY
	48 Sewer/Water		
	49 Property Line Cleanout		

SURFACE COVERING	TYPE INSPECTION	DATE	INSPECTED BY
	50 Sidewalk/Driveway/Curb		
	51 Exterior Lath		

CALL FOR FINAL INSPECTIONS WHEN APPROPRIATE ITEMS ABOVE PERTAINING TO THIS PROJECT HAVE BEEN APPROVED.

FINAL INSPECTIONS	TYPE INSPECTION	DATE	INSPECTED BY
	52 Interior ☐ Lath ☐ Drywall		
	53 Suspended Ceiling		
	54 Public Improvements		
	55 Planning		
	56 Landscaping		
	57 Fire Dept. Hazardous Mat. Div. (619-533-4400)		
	58 Fire Department (619-446-5440)		
	59 Plumbing/Gas		
	60 Heating/A.C./Refrig.		
	61 Range Hoods/Vent.		
	62 Electrical		
	63 Structural		
	64 Approved to Occupy		

*For Gas or Electric Meter Installation, call SDG&E Company's Project Manager (619) 230-7800.
SEE REVERSE SIDE FOR IMPORTANT NOTICES

PH: (619) 527-1047
A.E.L. AUSTIN EUGENE LUCIOUS
ARCHITECTURE PLANNING ENGINEERING
7733 PALM AVENUE, SUITE #212
LEMON GROVE CA 91945

AUSTIN E. LUCIOUS
MAY 5, 2004

TO: CODE ENFORCEMENT, CITY OF SAN DIEGO

RE: 3659-3665 UNIVERSITY AVE., S.D. 92104

ATTN: CARLOS DAVILA

I HAVE INSPECTED THE STAIRWAYS AT THE ABOVE REFERENCED ADDRESS AND HAVE DETERMINED THAT THESE MEET COMPLIANCE FOR 1-HOUR FIRE RESISTIVE RATING, REQUIRED BY THE CITY OF SAN DIEGO. THESE (2) STAIRWAYS MEET THE CODE REQUIREMENTS IN ALL ASPECTS.

THANK YOU,



AUSTIN EUGENE LUCIOUS, ARCHITECT C16783

Exhibit 4

Residential Lease

APARTMENT - CONDOMINIUM - HOUSE

BY THIS AGREEMENT made and entered into on January 15th, 2003, between Scott Butler herein referred to as Lessor, and Andrea Domingo herein referred to as Lessee. Lessor leases to Lessee the premises situated at 3659 University Ave. Apt D, in the City of S.D., County of S.D., State of S.D., and more particularly described as follows: together with all appurtenances, for a term of 10 years, to commence on January 15th, 2003, and to end on January 15th, 2013, at 4:30 o'clock p.m.

1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of 450.00 Dollars (\$450.00) per month in advance on the 15th day of each calendar month beginning January 15th, 2003, at Carif, City of S.D., State of S.D., or at such other place as Lessor may designate.

2. **Form of Payment.** Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to

3. **Late Payments.** For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of 25.00 Dollars (\$25.00).

4. **Returned Checks.** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of 25.00 Dollars (\$25.00) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.

5. **Security Deposit.** On execution of this lease, Lessee deposits with Lessor Dollars (\$150.00), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof.

6. **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

7. **Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

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8. Number of Occupants. Lessee agrees that the demised premises shall be occupied by no more than persons, consisting of adults and children under the age of years, without the written consent of Lessor.

9. Condition of Premises. Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.

10. Keys. Lessee will be given N/A key(s) to the premises and N/A mailbox key(s). If all keys are not returned to Lessor following termination of lease, Lessee shall be charged N/A Dollars (\$N/A).

11. Locks. Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.

12. Lockout. If Lessee becomes locked out of the premises after management's regular stated business hours, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense.

13. Parking. Any parking that may be provided is strictly self-park and is at owner's risk. Parking fees are for a license to park only. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any car or its contents. Snow removal is the responsibility of the car owner. Any tenant who wishes to rent a parking space or garage must sign a Parking Space or Garage Rental Agreement.

14. Assignment and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

15. Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

16. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during

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which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

17. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

18. Utilities. Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that *N/A* shall be provided by Lessor.

19. Right of Inspection. Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

20. Maintenance and Repair. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bills in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

21. Painting. Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

22. Insurance. Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Lessee shall obtain a Lessee's insurance policy to cover damage or loss of personal possessions, as well as losses resulting from their negligence.

23. Pets. Pets shall not be allowed without the prior written consent of the Lessor. At the time of signing this lease, Lessee shall pay to Lessor, in trust, a deposit of Dollars (\$), to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease. Any Lessee who wishes to keep a pet in the rented unit must sign a Pet Agreement Addendum.

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24. Display of Signs. During the last 15/18 days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

25. Rules and Regulations. Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that they have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

26. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

27. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on 15/18 days' written notice served by either Lessor or Lessee on the other party.

28. Notice of Intent to Vacate. [This paragraph applies only when this Agreement is or has become a month-to-month Agreement.] Lessor shall advise Lessee of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

29. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

30. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 15/18 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

31. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease

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during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

32. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

33. Radon Gas Disclosure. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit.

34. Lead Paint Disclosure. "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

35. Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

36. Other Terms:

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Lessor:

 January 1st, 2003

Lessee:

Andrea Diming

Lessee:

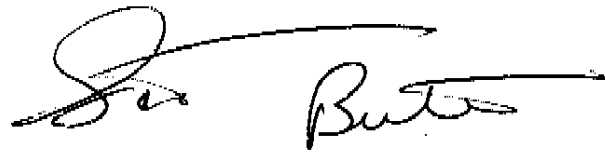
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NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

NOTICE: Contact your local county real estate board for additional forms that may be required to meet your specific needs.

Rent paid up to date for
November 2006

11/10/2006



Andrea Dominguez

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Residential Lease

APARTMENT - CONDOMINIUM - HOUSE

BY THIS AGREEMENT made and entered into on May 15th, 2006, between Scott Butler herein referred to as Lessor, and Elfida Carrillo herein referred to as Lessee. Lessor leases to Lessee the premises situated at 3654 University Ave Apt 107, in the City of San Diego, County of San Diego, State of California, and more particularly described as follows: together with all appurtenances, for a term of 10 years, to commence on May 15th, 2006, and to end on May 15th, 2016, at 12 o'clock .m.

1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of \$500.00 Dollars (\$500.00) per month in advance on the 1st day of each calendar month beginning May 1st, 2006, at City of San Diego, State of California, or at such other place as Lessor may designate.

2. **Form of Payment.** Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to

3. **Late Payments.** For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of 25 Dollars (\$25.00).

4. **Returned Checks.** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of N/A Dollars (\$N/A) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.

5. **Security Deposit.** On execution of this lease, Lessee deposits with Lessor Dollars (\$N/A), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof.

6. **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

7. **Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

8. Number of Occupants. Lessee agrees that the demised premises shall be occupied by no more than _____ persons, consisting of _____ adults and _____ children under the age of _____ years, without the written consent of Lessor.

9. Condition of Premises. Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.

10. Keys. Lessee will be given _____ key(s) to the premises and _____ mailbox key(s). If all keys are not returned to Lessor following termination of lease, Lessee shall be charged N/A Dollars (\$ N/A).

11. Locks. Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.

12. Lockout. If Lessee becomes locked out of the premises after management's regular stated business hours, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense.

13. Parking. Any parking that may be provided is strictly self-park and is at owner's risk. Parking fees are for a license to park only. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any car or its contents. Snow removal is the responsibility of the car owner. Any tenant who wishes to rent a parking space or garage must sign a Parking Space or Garage Rental Agreement.

14. Assignment and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

15. Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

16. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during

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which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

17. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

18. Utilities. Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that ~~N/A~~ shall be provided by Lessor.

19. Right of Inspection. Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

20. Maintenance and Repair. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bills in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

21. Painting. Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

22. Insurance. Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Lessee shall obtain a Lessee's insurance policy to cover damage or loss of personal possessions, as well as losses resulting from their negligence.

23. Pets. Pets shall not be allowed without the prior written consent of the Lessor. At the time of signing this lease, Lessee shall pay to Lessor, in trust, a deposit of Dollars (\$), to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease. Any Lessee who wishes to keep a pet in the rented unit must sign a Pet Agreement Addendum.

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24. Display of Signs. During the last 15 days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

25. Rules and Regulations. Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that they have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

26. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

27. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on 15 days' written notice served by either Lessor or Lessee on the other party.

28. Notice of Intent to Vacate. [This paragraph applies only when this Agreement is or has become a month-to-month Agreement.] Lessor shall advise Lessee of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

29. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

30. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 15 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

31. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease

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during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

32. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

33. Radon Gas Disclosure. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit.

34. Lead Paint Disclosure. "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

35. Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

36. Other Terms:

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Lessor:

Lessee:

Lessee:

May 15th, 2006

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

NOTICE: Contact your local county real estate board for additional forms that may be required to meet your specific needs.

Elfido Carrillo paid up To date
for November 2006 rent



ELFIDO CARRILLO

SR ELFID - E - C.

Residential Lease

APARTMENT - CONDOMINIUM - HOUSE

BY THIS AGREEMENT made and entered into on January 1st 2002, between Scott Butler herein referred to as Lessor, and ANTONIA LOPEZ Rodolfo Lopez hereinafter referred to as Lessee. Lessor leases to Lessee the premises situated at 3665 University Ave, in the City of SD, County of SD, State of SD, and more particularly described as follows: together with all appurtenances, for a term of no more than 1 year, to commence on January 1st 2002, and to end on no more than 1 year, at no more than 1 year o'clock .m.

1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of 450.00 Dollars (\$450.00) per month in advance on the 1st day of each calendar month beginning January 1st 2002, at City of SD, State of CALIFORNIA, or at such other place as Lessor may designate.

2. **Form of Payment.** Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to

3. **Late Payments.** For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of 25.00 Dollars (\$ 25.00).

4. **Returned Checks.** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of N/A Dollars (\$ N/A) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.

5. **Security Deposit.** On execution of this lease, Lessee deposits with Lessor Dollars (\$ N/A), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof.

6. **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

7. **Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

8. Number of Occupants. Lessee agrees that the demised premises shall be occupied by no more than persons, consisting of 3 adults and 0 children under the age of N/A years, without the written consent of Lessor.

9. Condition of Premises. Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.

10. Keys. Lessee will be given N/A key(s) to the premises and N/A mailbox key(s). If all keys are not returned to Lessor following termination of lease, Lessee shall be charged N/A Dollars (\$N/A).

11. Locks. Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.

12. Lockout. If Lessee becomes locked out of the premises after management's regular stated business hours, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense.

13. Parking. Any parking that may be provided is strictly self-park and is at owner's risk. Parking fees are for a license to park only. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any car or its contents. Snow removal is the responsibility of the car owner. Any tenant who wishes to rent a parking space or garage must sign a Parking Space or Garage Rental Agreement.

14. Assignment and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

15. Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

16. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during

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which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

17. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

18. Utilities. Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that ~~NA~~ shall be provided by Lessor.

19. Right of Inspection. Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

20. Maintenance and Repair. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bills in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

21. Painting. Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

22. Insurance. Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Lessee shall obtain a Lessee's insurance policy to cover damage or loss of personal possessions, as well as losses resulting from their negligence.

23. Pets. Pets shall not be allowed without the prior written consent of the Lessor. At the time of signing this lease, Lessee shall pay to Lessor, in trust, a deposit of Dollars (\$ ~~NA~~), to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease. Any Lessee who wishes to keep a pet in the rented unit must sign a Pet Agreement Addendum.

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24. Display of Signs. During the last N/A days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

25. Rules and Regulations. Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that they have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

26. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

27. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on N/A days' written notice served by either Lessor or Lessee on the other party.

28. Notice of Intent to Vacate. [This paragraph applies only when this Agreement is or has become a month-to-month Agreement.] Lessor shall advise Lessee of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

29. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

30. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within N/A days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

31. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease

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during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

32. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

33. Radon Gas Disclosure. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit.

34. Lead Paint Disclosure. "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

35. Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

36. Other Terms:

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Lessor:

Lessee:

Lessee:

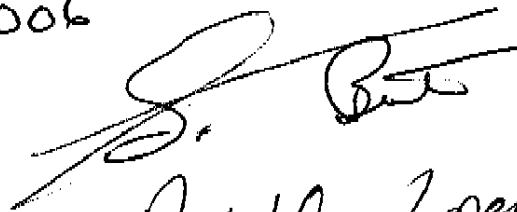
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NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

NOTICE: Contact your local county real estate board for additional forms that may be required to meet your specific needs.

Rent paid up To date for
November 2006

11/10/2006



Rodolfo Lopez
Antonio L

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Residential Lease

APARTMENT - CONDOMINIUM - HOUSE

BY THIS AGREEMENT made and entered into on January 15, 2006, between Scott Butler herein referred to as Lessor, and Zeno BLANCA herein referred to as Lessee. Lessor leases to Lessee the premises situated at 3665 University Avenue Apt 11 in the City of S.D., County of S.D., State of CA, and more particularly described as follows: together with all appurtenances, for a term of 10 years, to commence on January 15, 2006, and to end on 10, 2016, at 0 o'clock 00 .m.

1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of \$50.00 Dollars (\$50.00) per month in advance on the 15 day of each calendar month beginning January 15, 2006, at CA, City of S.D., State of CA, or at such other place as Lessor may designate.

2. **Form of Payment.** Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to

3. **Late Payments.** For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of 25.00 Dollars (\$25.00).

4. **Returned Checks.** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of 10/A Dollars (\$10/A) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.

5. **Security Deposit.** On execution of this lease, Lessee deposits with Lessor Dollars (\$10/A), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof.

6. **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

7. **Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

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8. Number of Occupants. Lessee agrees that the demised premises shall be occupied by no more than persons, consisting of (adults and (children under the age of 20 years, without the written consent of Lessor.

9. Condition of Premises. Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.

10. Keys. Lessee will be given N/A key(s) to the premises and N/A mailbox key(s). If all keys are not returned to Lessor following termination of lease, Lessee shall be charged Dollars (\$ N/A).

11. Locks. Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.

12. Lockout. If Lessee becomes locked out of the premises after management's regular stated business hours, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense.

13. Parking. Any parking that may be provided is strictly self-park and is at owner's risk. Parking fees are for a license to park only. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any car or its contents. Snow removal is the responsibility of the car owner. Any tenant who wishes to rent a parking space or garage must sign a Parking Space or Garage Rental Agreement.

14. Assignment and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

15. Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

16. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during

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which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

17. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

18. Utilities. Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that B/A shall be provided by Lessor.

19. Right of Inspection. Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

20. Maintenance and Repair. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bills in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

21. Painting. Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

22. Insurance. Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Lessee shall obtain a Lessee's insurance policy to cover damage or loss of personal possessions, as well as losses resulting from their negligence.

23. Pets. Pets shall not be allowed without the prior written consent of the Lessor. At the time of signing this lease, Lessee shall pay to Lessor, in trust, a deposit of Dollars (\$), to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease. Any Lessee who wishes to keep a pet in the rented unit must sign a Pet Agreement Addendum.

24. Display of Signs. During the last N/A days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

25. Rules and Regulations. Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that they have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

26. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

27. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on N/A days' written notice served by either Lessor or Lessee on the other party.

28. Notice of Intent to Vacate. [This paragraph applies only when this Agreement is or has become a month-to-month Agreement.] Lessor shall advise Lessee of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

29. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

30. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within N/A days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

31. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease

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during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

32. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

33. Radon Gas Disclosure. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit.

34. Lead Paint Disclosure. "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

35. Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

36. Other Terms:

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Lessor:

Lessee:

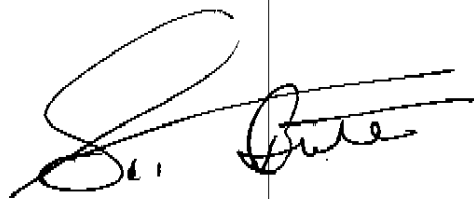
Lessee:

January 15, 2006

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NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

NOTICE: Contact your local county real estate board for additional forms that may be required to meet your specific needs.



Zenon Blawie

November 15, 2006

All rents are
current for
November rent

SB.
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Residential Lease

APARTMENT - CONDOMINIUM - HOUSE

BY THIS AGREEMENT made and entered into on September 1st, 2001, between Scott Butler herein referred to as Lessor, and Irene LEBrow herein referred to as Lessee. Lessor leases to Lessee the premises situated at 345 University Ave in the City of S.D., County of S.D., State of CA, and more particularly described as follows: together with all appurtenances, for a term of no more than 1 year, to commence on September 1st, 2001, and to end on no more than 1 year, at no more than 1 year o'clock .m.

1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of 450.00 Dollars (\$450.00) per month in advance on the 1st day of each calendar month beginning September 1st, 2001, at no more than 1 year, City of S.D., State of CA, or at such other place as Lessor may designate.

2. **Form of Payment.** Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to

3. **Late Payments.** For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of 25.00 Dollars (\$25.00)

4. **Returned Checks.** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of 15.00 Dollars (\$15.00) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.

5. **Security Deposit.** On execution of this lease, Lessee deposits with Lessor 150.00 Dollars (\$150.00), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof.

6. **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

7. **Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

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8. Number of Occupants. Lessee agrees that the demised premises shall be occupied by no more than ~~1~~ 2 persons, consisting of 1 adults and 0 children under the age of N/A years, without the written consent of Lessor.

9. Condition of Premises. Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.

10. Keys. Lessee will be given N/A key(s) to the premises and N/A mailbox key(s). If all keys are not returned to Lessor following termination of lease, Lessee shall be charged N/A Dollars (\$ N/A).

11. Locks. Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.

12. Lockout. If Lessee becomes locked out of the premises after management's regular stated business hours, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense.

13. Parking. Any parking that may be provided is strictly self-park and is at owner's risk. Parking fees are for a license to park only. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any car or its contents. Snow removal is the responsibility of the car owner. Any tenant who wishes to rent a parking space or garage must sign a Parking Space or Garage Rental Agreement.

14. Assignment and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

15. Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

16. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during

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which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

17. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

18. Utilities. Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that ~~N/A~~ shall be provided by Lessor.

19. Right of Inspection. Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

20. Maintenance and Repair. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bills in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

21. Painting. Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

22. Insurance. Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Lessee shall obtain a Lessee's insurance policy to cover damage or loss of personal possessions, as well as losses resulting from their negligence.

23. Pets. Pets shall not be allowed without the prior written consent of the Lessor. At the time of signing this lease, Lessee shall pay to Lessor, in trust, a deposit of Dollars (\$ ~~N/A~~), to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease. Any Lessee who wishes to keep a pet in the rented unit must sign a Pet Agreement Addendum.

24. Display of Signs. During the last *N/A* days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

25. Rules and Regulations. Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that they have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

26. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

27. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on *N/A* days' written notice served by either Lessor or Lessee on the other party.

28. Notice of Intent to Vacate. [This paragraph applies only when this Agreement is or has become a month-to-month Agreement.] Lessor shall advise Lessee of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

29. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

30. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within *N/A* days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

31. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease

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during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

32. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

33. Radon Gas Disclosure. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit.

34. Lead Paint Disclosure. "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

35. Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

36. Other Terms:

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Lessor:

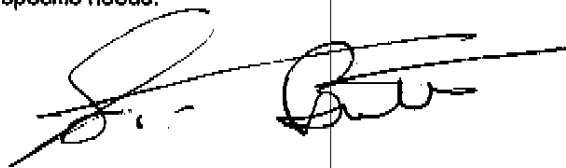
Lessee:

Lessee:

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NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

NOTICE: Contact your local county real estate board for additional forms that may be required to meet your specific needs.



Irene Lebron

10/15/2006

all rents are
current for
November rent

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Residential Lease

APARTMENT - CONDOMINIUM - HOUSE

BY THIS AGREEMENT made and entered into on September 25, 2006, between Scott Butler herein referred to as Lessor, and Carla Combe herein referred to as Lessee. Lessor leases to Lessee the premises situated at 3659 W. 15th Ave. Apt. 100, in the City of S.D., County of S.D., State of CALIF, and more particularly described as follows: together with all appurtenances, for a term of 10 years, to commence on 10/20/06, and to end on 10/20/16, at 6 o'clock PM.

1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of 350 Dollars (\$350.) per month in advance on the 15 day of each calendar month beginning October 1, 2006, at San Diego, City of S.D., State of CALIF., or at such other place as Lessor may designate.

2. **Form of Payment.** Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to Scott Butler.

3. **Late Payments.** For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of 25.00 Dollars (\$25.00).

4. **Returned Checks.** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of N/A Dollars (\$N/A.) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.

5. **Security Deposit.** On execution of this lease, Lessee deposits with Lessor Dollars (\$N/A), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof.

6. **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

7. **Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

8. Number of Occupants. Lessee agrees that the demised premises shall be occupied by no more than 1 persons, consisting of 1 adults and 1 ~~children~~ Do g under the age of 18 years, without the written consent of Lessor.

9. Condition of Premises. Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.

10. Keys. Lessee will be given 2/1 key(s) to the premises and 2/1 mailbox key(s). If all keys are not returned to Lessor following termination of lease, Lessee shall be charged 2/1 Dollars (\$2/1).

11. Locks. Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.

12. Lockout. If Lessee becomes locked out of the premises after management's regular stated business hours, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense.

13. Parking. Any parking that may be provided is strictly self-park and is at owner's risk. Parking fees are for a license to park only. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any car or its contents. Snow removal is the responsibility of the car owner. Any tenant who wishes to rent a parking space or garage must sign a Parking Space or Garage Rental Agreement.

14. Assignment and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

15. Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

16. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during

C.L.

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which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

17. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

18. Utilities. Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that *P/H* shall be provided by Lessor.

19. Right of Inspection. Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

20. Maintenance and Repair. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bills in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

21. Painting. Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

22. Insurance. Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Lessee shall obtain a Lessee's insurance policy to cover damage or loss of personal possessions, as well as losses resulting from their negligence.

1 Dog - Rocky
23. Pets. Pets shall ~~not~~ be allowed without the prior written consent of the Lessor. At the time of signing this lease, Lessee shall pay to Lessor, in trust, a deposit of Dollars (\$), to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease. Any Lessee who wishes to keep a pet in the rented unit must sign a Pet Agreement Addendum.

24. Display of Signs. During the last 15 days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

25. Rules and Regulations. Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that they have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

26. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

27. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on 15 days' written notice served by either Lessor or Lessee on the other party.

28. Notice of Intent to Vacate. [This paragraph applies only when this Agreement is or has become a month-to-month Agreement.] Lessor shall advise Lessee of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

29. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

30. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 15 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

31. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease

during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

32. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

33. Radon Gas Disclosure. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit.

34. Lead Paint Disclosure. "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

35. Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

36. Other Terms:

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Lessor:

Lessee:

Lessee:

OCTOBER 1ST, 2000

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NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

NOTICE: Contact your local county real estate board for additional forms that may be required to meet your specific needs.

Carol Corns
But November 15, 2006
As of this date November 15
all rent has been paid for
November 2006 in full
This is the manager on site

Ch. SB.

Residential Lease

APARTMENT - CONDOMINIUM - HOUSE

BY THIS AGREEMENT made and entered into on Dec 15 2003, between Scott Butler herein referred to as Lessor, and Maria Martinez herein referred to as Lessee. Lessor leases to Lessee the premises situated at 3659 University Ave Apt 4, in the City of SD, County of SD, State of CALIF, and more particularly described as follows: together with all appurtenances, for a term of 10 years, to commence on mo. 70 mo, and to end on mo. 70 mo, at o'clock .m.

1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of 550 Dollars (\$550) per month in advance on the 1st day of each calendar month beginning Dec 15 2003, at City of SD, State of CALIFORNIA, or at such other place as Lessor may designate.

2. **Form of Payment.** Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to Scott Butler.

3. **Late Payments.** For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of 250 Dollars (\$250).

4. **Returned Checks.** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of 25.00 Dollars (\$25.00) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.

5. **Security Deposit.** On execution of this lease, Lessee deposits with Lessor Dollars (\$250), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof.

6. **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

7. **Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

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8. Number of Occupants. Lessee agrees that the demised premises shall be occupied by no more than 2 persons, consisting of 2 adults and 4 children under the age of years, without the written consent of Lessor.

9. Condition of Premises. Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.

10. Keys. Lessee will be given 1/2 key(s) to the premises and 1/2 mailbox key(s). If all keys are not returned to Lessor following termination of lease, Lessee shall be charged Dollars (\$10).

11. Locks. Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.

12. Lockout. If Lessee becomes locked out of the premises after management's regular stated business hours, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense.

13. Parking. Any parking that may be provided is strictly self-park and is at owner's risk. Parking fees are for a license to park only. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any car or its contents. Snow removal is the responsibility of the car owner. Any tenant who wishes to rent a parking space or garage must sign a Parking Space or Garage Rental Agreement.

14. Assignment and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

15. Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

16. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during

which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

17. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

18. Utilities. Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that *N/A* shall be provided by Lessor.

19. Right of Inspection. Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

20. Maintenance and Repair. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bills in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

21. Painting. Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

22. Insurance. Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Lessee shall obtain a Lessee's insurance policy to cover damage or loss of personal possessions, as well as losses resulting from their negligence.

23. Pets. Pets shall not be allowed without the prior written consent of the Lessor. At the time of signing this lease, Lessee shall pay to Lessor, in trust, a deposit of Dollars (\$ *N/A*), to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease. Any Lessee who wishes to keep a pet in the rented unit must sign a Pet Agreement Addendum.

24. Display of Signs. During the last N/A days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

25. Rules and Regulations. Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that they have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

26. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

27. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on N/A days' written notice served by either Lessor or Lessee on the other party. N/A

28. Notice of Intent to Vacate. [This paragraph applies only when this Agreement is or has become a month-to-month Agreement.] Lessor shall advise Lessee of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

29. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

30. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within N/A days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

31. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease

SB - [Signature]

during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

32. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

33. Radon Gas Disclosure. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit.

34. Lead Paint Disclosure. "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

35. Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

36. Other Terms:

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

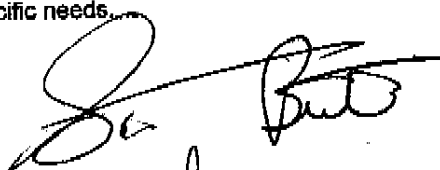
Lessor: _____

Lessee: _____

Lessee: _____

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

NOTICE: Contact your local county real estate board for additional forms that may be required to meet your specific needs.

 November 15, 2006



 SB.

Residential Lease

APARTMENT - CONDOMINIUM - HOUSE

BY THIS AGREEMENT made and entered into on October 15, 2003, between Scott Butler herein referred to as Lessor, and GARY NUTTIN herein referred to as Lessee. Lessor leases to Lessee the premises situated at 3659 University Ave, in the City of S.D., County of SD, State of CALIF, and more particularly described as follows: together with all appurtenances, for a term of 1 years, to commence on MO, 20 MO, and to end on MO, 20 MO, at o'clock .m.

1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of 450.00 Dollars (\$450.00) per month in advance on the 15 day of each calendar month beginning MO, 20 MO, 2003 City of S.D., State of CALIF, or at such other place as Lessor may designate.

2. **Form of Payment.** Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to Scott Butler

3. **Late Payments.** For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of 25.00 Dollars (\$25.00)

4. **Returned Checks.** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of 10/A Dollars (\$10/A) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.

5. **Security Deposit.** On execution of this lease, Lessee deposits with Lessor Dollars (\$10/A), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof.

6. **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

7. **Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

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6.21

8. Number of Occupants. Lessee agrees that the demised premises shall be occupied by no more than _____ persons, consisting of 1 adults and 1 children under the age of 18 years, without the written consent of Lessor.

9. Condition of Premises. Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.

10. Keys. Lessee will be given 10/1 key(s) to the premises and 10/1 mailbox key(s). If all keys are not returned to Lessor following termination of lease, Lessee shall be charged 10/1 Dollars (\$10/1).

11. Locks. Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.

12. Lockout. If Lessee becomes locked out of the premises after management's regular stated business hours, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense.

13. Parking. Any parking that may be provided is strictly self-park and is at owner's risk. Parking fees are for a license to park only. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any car or its contents. Snow removal is the responsibility of the car owner. Any tenant who wishes to rent a parking space or garage must sign a Parking Space or Garage Rental Agreement.

14. Assignment and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

15. Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

16. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during

Handwritten signature/initials

which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

17. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

18. Utilities. Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that *P/H* shall be provided by Lessor.

19. Right of Inspection. Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

20. Maintenance and Repair. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bills in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

21. Painting. Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

22. Insurance. Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Lessee shall obtain a Lessee's insurance policy to cover damage or loss of personal possessions, as well as losses resulting from their negligence.

23. Pets. Pets shall not be allowed without the prior written consent of the Lessor. At the time of signing this lease, Lessee shall pay to Lessor, in trust, a deposit of Dollars (\$), to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease. Any Lessee who wishes to keep a pet in the rented unit must sign a Pet Agreement Addendum.

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G.M.

24. Display of Signs. During the last 10/18 days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

25. Rules and Regulations. Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that they have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

26. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

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28. Notice of Intent to Vacate. [This paragraph applies only when this Agreement is or has become a month-to-month Agreement.] Lessor shall advise Lessee of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

29. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

30. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 10/18 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

31. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease

JB
8/14

during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

32. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

33. Radon Gas Disclosure. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit.

34. Lead Paint Disclosure. "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

35. Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

36. Other Terms:

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Lessor:

Lessee:

Lessee:

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

NOTICE: Contact your local county real estate board for additional forms that may be required to meet your specific needs.

[Signature]

9/20/2006

SB
59 Mts
All ~~rent~~ are up to date
as of November Payment is 2006
450.00 Paid in full

SB
CH

CURRENT SECURED TAX BILL

MAKE CHECK PAYABLE TO SAN DIEGO COUNTY TREASURER-TAX COLLECTOR 2006 TO PAY 1st INSTALLMENT

SEND THIS STUB WITH YOUR PAYMENT

TRTH PRIOR YR TAXES UNPAID THIS INSTALLMENT AMOUNT ***1294.72
DUE NOV. 1, 2006 and DELINQUENT AFTER DEC. 10, 2006

BUTLER, SCOTT
14113 DURHULLEN DR
POWAY CA 92064

P.O. Box 129009
San Diego, CA. 92112

010001294724474722020010001294724474722020066 HH

CURRENT SECURED TAX BILL

MAKE CHECK PAYABLE TO SAN DIEGO COUNTY TREASURER-TAX COLLECTOR 2006 TO PAY 2nd INSTALLMENT

SEND THIS STUB WITH YOUR PAYMENT

TRTH PRIOR YR TAXES UNPAID THIS INSTALLMENT AMOUNT ***1294.72
DUE FEB. 1, 2007 and DELINQUENT AFTER APR. 10, 2007

BUTLER, SCOTT
14113 DURHULLEN DR
POWAY CA 92064

P.O. Box 129009
San Diego, CA. 92112

020001294724474722020020001294724474722020066 HH

PLEASE FORWARD THIS BILL TO NEW OWNER IF PROPERTY HAS BEEN SOLD

BUTLER, SCOTT
14113 DURHULLEN DR
POWAY CA 92064

PROPERTY SECURED BY THIS ACCOUNT, REFER TO I.D. NO. 08241
TAX DEFAULTED JUNE 30, 2003 - *TAXES UNPAID*

IF YOU HAVE ANY QUESTIONS
CALL 531-5844

PROPERTY ADDRESS:

03659-65 UNIVERSITY AVE EAST
DESCRIPTION OF PROPERTY:
SUBDIVISION NAME: F 50 FT OF W 90 FT LOTS 1 THRU 4 BLK 57

CITY HEIGHTS AMENDED

OWNERS' NAMES OF RECORD JANUARY 1, 2006

001007
DOCUMENT NO: 810995
DOCUMENT RECORDING DATE: 09/20/05
#BUTLER SCOTT\

DESCRIPTION	VALUES AND EXEMPTIONS
LAND	\$ 79486
IMPROVEMENTS	96083
TOTAL L & I	175569
PERSONAL PROPERTY	
EXEMPTIONS:	
HOMEOWNERS'	
OTHER	
NET TAXABLE VALUE	\$ 175569

2006
SECURED PROPERTY TAX BILL
COUNTY OF SAN DIEGO STATE OF CALIFORNIA
DAN McALLISTER
TREASURER-TAX COLLECTOR
FISCAL YEAR JULY 1, 2006 TO JUNE 30, 2007
1600 PACIFIC HIGHWAY, ROOM 162
SAN DIEGO, CA 92101-2477
TEL (677) 829-4732 FAX (619) 531-6056
PARCEL NUMBER 447 472 02 00
TAX RATE AREA 08241
http://www.sdtreashtax.com

AGENCY	BASE	RATE	TAX AMOUNT
1% TAX ON NET VALUE	NET 1.00000		
VOTER APPROVED BOND:			
SAN DIEGO CITY	NET .00624		
UNIFIED SCHOOL	NET .07149		
COMMUNITY COLLEGE	NET .01782		
METRO WATER DISTRICT	NET .00470		
TOTAL ON NET VALUE	1.10025		1931.68
FIXED CHARGE ASSMTS:			
CO MOSQUITO/RAT CTRL	PHONE # 800-273-5167		3.00
MOSQUITO/DISEASE CTR	800-273-5167		3.18
STREET LTG MAINT #1	619-533-6779		55.58
CITY HEIGHTS MAINT	619-533-4246		574.50
MWD WTR STANDBY CHRG	800-755-6864		11.50
CWA WTR AVAILABILITY	858-522-6900		10.00
TOTAL AMOUNT			2589.44

TAX 10% PENALTY COST TOTAL	1294.72	1294.72	2589.44
1st INSTALLMENT 10% PENALTY AFTER DEC. 10, 2006			
2nd INSTALLMENT 10% PENALTY + \$10 COST AFTER APRIL 10, 2007			
TOTAL TAX PENALTIES APPLY WHEN SHOWN			

8592591715
BUTLER SCOTT
14113 DURHULEN DR
POWAY CA 92064

THIS IS A SUPPLEMENTAL TAX BILL ON
THE BELOW DESCRIBED PROPERTY PER
R&T CODE SECTION 75.

NOTICE OF VALUE CHANGE DUE TO A
COMPLETION OF NEW CONSTRUCTION ON
JUL 26, 2005 WAS MAILED ON APR 7,
2006 TO THE OWNER OF RECORD.

REGULAR PARCEL NO: 447-472-02-00 THIS BILL MAILED ON APR 7, 2006
PROPERTY ADDRESS: 03659-65UNIVERSITY AVE EAST*\
DESCRIPTION OF PROPERTY: BLK 57*LOTS 1 THRU 4*E 50 FT OF W 90 FT*\
MAP NO: 001007 X
DOCUMENT: 810995

2005	
SUPPLEMENTAL SECURED PROPERTY TAX BILL COUNTY OF SAN DIEGO, STATE OF CALIFORNIA	
FISCAL YEAR JULY 1, 2005 TO JUNE 30, 2006	
DAN MCALLISTER TREASURER-TAX COLLECTOR	
1600 PACIFIC HIGHWAY, ROOM 162 SAN DIEGO, CA 92101-2477 TEL (877) 829-4732 FAX (619) 531-6056	
SUPPLEMENTAL BILL NUMBER	859 259 17 15
TAX RATE AREA	08241

YOUR TAX DISTRIBUTION			TAX AMOUNT
AGENCY	BASE	RATE	
1% TAX ON NET VALUE	NET	1.00000	
VOTER APPROVED BONDS:			
SAN DIEGO CITY	NET	.00645	
UNIFIED SCHOOL	NET	.07590	
COMMUNITY COLLEGE	NET	.02495	
METRO WATER DISTRICT	NET	.00520	
TOTAL ON NET VALUE		1.11250	66.74
TOTAL AMOUNT			66.74
VALUE PRORATE FACTOR	0.92		
OWNERSHIP PRORATE FACTOR	1.00000		
TOTAL ADDITIONAL TAXES DUE			61.40

SUPPLEMENTAL VALUES AND EXEMPTIONS

	LAND	IMPROVEMENTS	TOTAL
NEW ASSESSED VALUES	\$ 178500	\$ 388500	\$ 567000
PRIOR TAX ROLL VALUES	178500	382500	561000
INCREASE IN ASSESSMENT		6000	6000

LESS NEW EXEMPTIONS INCLUDING HOMEOWNER'S

NET SUPPLEMENTAL VALUE ASSESSMENT =====> \$ 6000
NET VALUE PRORATED 11 MONTHS (0.92) OF FISCAL YR 2005-2006

SUPPLEMENTAL TAX BILL

	1st INSTALLMENT 10% PENALTY AFTER ~~MAY 31 2006~~	2ND INSTALLMENT 10% PENALTY + \$10 COST AFTER ~~OCT 2 2006~~	TOTAL TAX PENALTIES APPLY WHEN SHOWN
TAX →	30.70	30.70	61.40
10% PENALTY	3.07	3.07	6.14
COST		10.00	10.00
TOTAL	33.77	43.77	77.54

SEE REVERSE FOR
IMPORTANT INFO

AUTOMATED 24 HOUR TAX PAYMENT INFORMATION
TOLL FREE (877) TAX4SDC (829-4732)

THIS BILL NOT SENT TO MORTGAGE COMPANY

PACIFIC AUCTION EXCHANGE

PACIFIC AUCTION EXCHANGE OF SAN DIEGO - t: 858.755.1916 f: 858.630.3806
13278 Luckett Ct, San Diego, CA 92130

AUCTION PURCHASE AGREEMENT

1. PURCHASE PRICE: The undersigned Purchaser agrees to purchase the following property, known as _____, County of _____, California at the final bid price of \$ _____, plus the 10% Buyer's Premium in the amount of \$ _____, for a total purchase price of \$ _____, and that the purchase will be completed upon the following terms and conditions:

\$ _____ Earnest money deposit paid to Broker's trust account.

\$ _____ Balance of funds in cash at Closing.

\$ _____ Total Cash Purchase Price.

2. PURCHASER'S PREMIUM: The Purchaser acknowledges that this Auction Purchase Agreement is being executed as a result of Purchaser(s) being the highest bidder at an Auction conducted this date by Pacific Auction Exchange of San Diego, a PACIFIC AUCTION EXCHANGE franchisee (hereinafter "PAX") and that the total Contract Purchase Price set forth above is, by agreement and as disclosed prior to commencement of the Auction, Ten (10%) Percent higher than the amount Bid by Purchaser to reflect a "Purchaser's Premium" for the property.

3. AGENCY: Purchaser acknowledges PAX is the agent for the Seller, and that the payment of the "Purchaser's Premium" does not create or constitute an agency relationship between Purchaser(s) and PAX.

4. FIXTURES AND PERSONALITY: The Property includes the land and all appurtenant rights, privileges and easements, all buildings and fixtures, including without limitation, all of the following as are NOW on the Property: electrical, heating, cooling, plumbing and bathroom fixtures, awnings, screens, storm windows and doors, landscaping, disposals, TV antennas, rotor control units, built-in electronics wiring, smoke alarms, security systems, garage door openers and controls, attached carpeting, and any of the following items that are checked: ☐ ranges and ovens ☐ microwave ovens ☐ dishwashers ☐ gas grills ☐ refrigerators ☐ water softeners ☐ window air conditioners ☐ satellite TV reception systems ☐ Fireplace: ☐ tools ☐ screens ☐ glass doors ☐ grates ☐ andirons ☐ all window treatments, and _____

NOT INCLUDED: _____

5. TITLE: Seller will deliver to Purchaser a Grant Deed at closing, free and clear of all material defects, except for existing utility easements and restrictions of record, city ordinances and zoning regulations, taxes and delinquent assessments and mortgages or other liens to be liquidated at closing. If title insurance is desired, it shall be at the Purchasers option and expense.

6. PRORATION: Escrow holder fees are to be shared equally between Seller and Purchaser. Delinquent taxes, delinquent assessments and delinquent homeowners association fees and condominium-fees and charges, if any, are to be paid by Seller and the current taxes and assessments, condominium fees, homeowners association fees and charges and rentals, if any, are to be prorated to the date of closing in accordance with the custom of the county in which the property is located. Agricultural tax recoupment, if any, shall be paid by Seller. Seller shall pay conveyance fees and all recording costs for the releases of any lien, mortgage or other encumbrance. Seller shall be responsible for maintaining fire and extended insurance coverage on the property until closing. Seller shall pay for all utilities to date of transfer of possession and shall notify Purchaser of the date of the final readings in order to avoid termination of utility service.

7. RISK OF LOSS: If any buildings or other improvements are materially damaged or destroyed by reason of fire or other casualty prior to delivery of the grant deed, Purchaser shall have the option (a) to complete said purchase and to receive the proceeds of any insurance payable in connection therewith; (b) terminate this agreement and recover all deposits made hereunder. Notice of either election shall be given by the Purchaser to the Seller and Broker within ten (10) days after the Purchaser has received written notice of such damage or destruction.

8. NO CONTINGENCIES: **Purchaser and Seller acknowledge that this Agreement is NOT SUBJECT TO ANY CONTINGENCIES.**

9. PROPERTY CONDITION: Purchaser acknowledges inspection of said property and knows the condition thereof and is purchasing said property from Seller in "AS IS, WHERE IS" condition, without warranty or representation, either statutory or otherwise, express or implied. Purchaser expressly acknowledges that neither PAX or its agents have made or make any warranty of any kind whatsoever, whether expressed or implied as to the physical condition or habitability of the property, except for the disclosure, as applicable, by Seller required by Section 1102 of the California Civil Code.

10. CLOSING/DELIVERY: Time is of an essence and closing is to be held within 30 days of the date hereof, except that Seller shall have an additional thirty (30) days, if necessary, to deliver clear and marketable title to Purchaser. Possession to be given at closing of escrow.

11. BROKER'S COMMISSION: Seller agrees to pay PAX the "Purchaser's Premium", as stated in the Listing Agreement, which sum shall be paid to PAX upon closing. Any commission due to PAX shall be paid before any part of the sales proceeds are disbursed to any other person or entity. The parties agree that all deposits and purchase funds shall be turned over to the escrow agent for its proper disbursement. If the Purchaser defaults in closing this agreement, PAX shall be entitled to receive fifty percent (50%) of the deposit paid by the Purchaser. If Seller seeks and obtains a judgment for specific performance of any agreement and/or damages in respect thereof, PAX shall be paid the full amount of its commission due.

12. NO VERBAL AGREEMENTS: It is understood between the Seller and Purchaser that no verbal agreements or understandings are binding in any manner whatsoever upon the parties hereto.

13. Additional Terms: _____

14. **DEFAULT:** PURCHASER SHALL HAVE THE RIGHT TO DAMAGES, INCLUDING REASONABLE ATTORNEYS FEES IN THE EVENT SELLER NEGLECTS OR REFUSES TO PERFORM SELLER'S OBLIGATIONS HEREUNDER. PURCHASER AND SELLER AGREE THAT BASED UPON CIRCUMSTANCES NOW EXISTING, KNOWN AND UNKNOWN, IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO ESTABLISH SELLER'S DAMAGES BY REASON OF PURCHASER'S DEFAULT OF THIS CONTRACT. ACCORDINGLY, PURCHASER AND SELLER AGREE THAT IN THE EVENT OF A DEFAULT BY PURCHASER UNDER THIS CONTRACT, IT WOULD BE REASONABLE AT SUCH TIME TO AWARD SELLER "LIQUIDATED DAMAGES" EQUAL TO THE AMOUNT OF PURCHASER'S EARNEST MONEY DEPOSIT ("DEPOSIT"). SELLER SHALL HAVE THE ADDITIONAL RIGHT TO RECEIVE EQUITABLE RELIEF, INCLUDING WITHOUT LIMITATION, THE ALTERNATIVE RIGHT TO ENFORCE SPECIFIC PERFORMANCE OF THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("AGREEMENT").

Initialed by _____ Initialed by _____ Initialed by _____
Purchaser Seller Seller

15. The term "Seller" shall be read as "Sellers" if more than one person are Sellers, in which case their obligations shall be joint and several. The term "Purchaser" shall be read as "Purchasers" if more than one person are Purchasers, in which case their obligation shall be joint and several.

16. The Seller and Purchaser agree that this Agreement may be executed in counterparts.

17. Purchaser shall look only to Seller as to all matters regarding this agreement and the property, including but not limited to (a) if Seller fails or refuses to or cannot close title hereunder or (b) if the property is affected in any way, is in need of attention or repairs or is in any other way unsatisfactory to Purchaser as Purchaser may determine before or after closing.

18. **INSPECTION:** PURCHASER REPRESENTS AND WARRANTS THAT PURCHASER AND PURCHASER'S EXPERTS HAVE THOROUGHLY AND CAREFULLY INSPECTED THE PROPERTY AND AGREE TO PURCHASE SAME "AS IS, WHERE IS", "WITH ALL FAULTS, IF ANY".

19. **ARBITRATION OF DISPUTES:** ANY CONTROVERSY OR CLAIM ARISING OUT OF THIS AGREEMENT OR A BREACH THEREOF NOT RESOLVED WITHIN THIRTY (30) DAYS, SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY A NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. EACH PARTY TO THIS ARBITRATION PROVISION SHALL BEAR ITS OWN COSTS AND LEGAL FEES IN CONNECTION WITH ARBITRATION, UNLESS THE ARBITRATOR PROVIDES OTHERWISE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Initialed by _____ Initialed by _____ Initialed by _____
Purchaser Seller Seller

THIS AUCTION PURCHASE AGREEMENT ENTERED INTO THIS _____ DAY OF _____, 20__.

PURCHASER(S) SIGNATURE

SELLER(S) SIGNATURE

PURCHASER(S) NAME - (PRINT)

SELLER(S) NAME - (PRINT)

PURCHASER(S) SIGNATURE

SELLER(S) SIGNATURE

PURCHASER(S) NAME - (PRINT)

SELLER(S) NAME - (PRINT)

PURCHASER(S) ADDRESS

SELLER(S) ADDRESS

PURCHASER(S) PHONE NUMBER(S)

SELLER(S) PHONE NUMBER(S)