

Jeana Feely, et al. v. McMillin  
Construction Services, LLC, et al.

Homeowner Documents

**Hunt, Rosie  
1831 Webber Way  
Chula Vista, CA 91913**

Rosie Hunt  
1831 Webber Way  
Chula Vista, CA 91913

**HOMEOWNERS DOCUMENTS VERIFICATION**

*Jeana Feely, et al. v. McMillin Construction Services, et al.*  
Case No.: 37-2016-00042173-CU-CD-CTL

*Please mark one box only:*

I have conducted a reasonably diligent search to locate and provide all documents in my possession, custody and control and have produced those that I have located.

I have conducted a reasonably diligent search to locate and provide all documents in my possession, custody and control responsive to defendant's request, and **I DO NOT have any documents in my possession.**

I declare under penalty of perjury under the laws of the state of California that the foregoing answer is true and correct.

Executed on 1 NOV, 2017, at **Chula Vista**, California.  
(date)

ROSIE HUNT

Type or Print Name

Rosie J Hunt

Signature

(2<sup>nd</sup> Owner, if any)

Executed on \_\_\_\_\_, 2017, at **Chula Vista**, California.  
(date)

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Signature



386 East H Street, Suite 214, Chula Vista, CA 91910  
Tel: (877) 791-2290 • Fax: (877) 791-2295

January 10, 2013

Rosie Lee Hunt  


RE: Escrow No.: 1513-7322CP  
Property Address: 1831 Webber Way, Chula Vista, CA 91913

Thank you for selecting Westar Escrow, Inc. to process the closing of your real estate transaction. Your escrow was acknowledged and opened by our office on 1/10/2013, for a total consideration of \$440,867.00. In order for us to proceed with your escrow, our office will require the following enclosed documentation:

**PLEASE SIGN AND RETURN** the following:

- Escrow Holder General Provisions
- CAL-FIRPTA Notification
- AfBA Disclosure
- Preliminary Title Report/Acknowledgment

**PLEASE COMPLETE IN FULL, SIGN AND RETURN** the following:

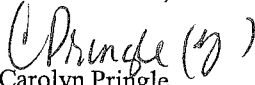
- Confidential Statement of Identity
- Buyer Information Sheet
- Preliminary Change of Ownership Report
- Vesting Worksheet
- Insurance Information Form

All documents should be signed EXACTLY as name(s) appear. Should name(s) be misspelled, sign them correctly and advise us in writing when you return these papers. **In order to expedite the accepted scheduled closing of 5/22/2013, please have all enclosed documents completed, signed and returned to our office as soon as possible.** All copies attached to the "Privacy Act Notice" are to be retained by you for your files. The principals of McMillin Real Estate & Mortgage Company, Inc. own 100% of Westar Escrow, which is licensed as an escrow agent by the California Department of Corporations (License #963-2039)

A final closing instruction will be prepared prior to close of escrow to ratify all terms and conditions referenced in the Joint Purchase Agreement and Escrow Instructions dated 1/05/2013 and any subsequent Counter Offers and/or Addendums. Should there be any additional addendums, deposited into escrow after this date, escrow will also incorporate these terms and conditions in the final closing instruction.

We look forward to meeting your goals and closing this transaction as scheduled. Should you have any questions regarding any of the enclosed documents, escrow process and/or matters; please do not hesitate to call. Thank you.

Sincerely,  
Westar Escrow, Inc.

  
Carolyn Pringle  
Escrow Officer

PL000248

KEEP YOUR COPY

Updated (12/18/12)



*First American Title*

## First American Title Company

1250 Corona Pointe Court, Ste 201

Corona, CA 92879

Anna Moreno  
Westar Escrow  
386 East H Street, Suite 214  
Chula Vista, CA 91910  
Phone: (619)871-0788  
Fax: (619)791-2341

Order Number: NHSC-2864372 (11)

Title Officer: Tom Warde  
Phone: (800)499-0945  
Fax No.: (714)913-6238  
E-Mail: twarde@firstam.com

Buyer:  
Owner: McMillin Jacaranda, LLC  
Property: 1831 Webber Way  
Chula Vista, CA

### PRELIMINARY REPORT

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

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

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

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

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title

Dated as of December 14, 2012 at 7:30 A.M.

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

ALTA Homeowners (Eagle) Policy (2-3-10)  
ALTA Expanded Cov/Eagle Loan(7-26-10)(1)

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

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

MCMILLIN JACARANDA, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY

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

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2012-2013.

First Installment:	\$1,849.11, DELINQUENT
Penalty:	\$184.91
Second Installment:	\$1,849.11, PAYABLE
Penalty:	\$0.00
Tax Rate Area:	01265
A. P. No.:	644-262-22-00
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. The terms and provisions contained in the document entitled Indemnification, Implementation of Mitigation Measures, and Payment of Certain Fees in Connection with the Approval of the General Plan Amendment, General and Other Development Plans for the Otay Ranch recorded February 7, 1994 as Instrument No. 94-0084743 of Official Records.
4. The fact that said land lies within the Proposed Boundary Map Community Facilities District No. 97-2 (Preserve Maintenance District) City of Chula Vista, as disclosed by instrument recorded August 18, 1998 as Instrument No. 1998-0523068 of Official Records.

A Notice of Special Tax Lien recorded August 21, 2001 as Instrument No. 2001-0594092 of

13. The fact that said land lies within the Community Facilities District No. 12-I "McMillin Otay Ranch Village Seven", disclosed by instrument, recorded July 28, 2005 as Instrument No. 2005-0640445 of Official Records.

A Notice of Special Tax Lien, recorded September 29, 2005 as Instrument No. 2005-0844651 of Official Records.

14. The terms and provisions contained in the document entitled Supplemental Subdivision Improvement Agreement for the McMillin Otay Ranch Village Seven Neighborhoods R-1A, R-1B and R-5 recorded September 19, 2005 as Instrument No. 2005-0806321 of Official Records.

15. The terms and provisions contained in the document entitled Subdivision Improvement Agreement recorded September 19, 2005 as Instrument No. 2005-0806323 of Official Records.

16. An easement shown or dedicated on the Map as referred to in the legal description  
For: Assignable and irrevocable general utility, access and landscape easement granted to City of Chula Vista hereon and incidental purposes.

17. An easement for public utilities and incidental purposes, recorded January 25, 2006 as Instrument No. 2006-0055126 of Official Records.

In Favor of: San Diego Gas and Electric Company, a Corporation  
Affects: The land

18. The Terms, Provisions and Easement(s) contained in the document entitled Grant of Easements, License and Maintenance Agreement recorded January 26, 2006 as Instrument No. 2006-0058787 of Official Records.

19. The fact that said land lies within the boundaries of Community Facilities District No. 16 of the Sweetwater Union High School District, as disclosed by a document recorded January 9, 2006 as Instrument No. 2006-0015528 of Official Records.

A Notice of Special Tax Lien recorded March 8, 2006 as Instrument No. 2006-0160788 of Official Records.

20. An easement for access and incidental purposes, recorded February 24, 2006 as Instrument No. 2006-0131262 of Official Records.

In Favor of: McMillin Otay Ranch, LLC, a Delaware Limited Liability Company  
Affects: The herein described property

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

21. Covenants, Conditions and Restrictions, including but not limited to a Right of First Refusal to Purchase the Property, as contained in Grant Deed recorded February 24, 2006 as Instrument No. 2006-0131262 of Official Records.

Said instrument provides that a violation thereof shall neither defeat nor render invalid the lien of any Mortgage or Deed of Trust made for value.

Said instrument contains automatic termination provisions.

**INFORMATIONAL NOTES**

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

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

1. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached, provided a valid notice of completion is recorded in the public records.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Single Family Residence known as 1831 Webber Way, Chula Vista, California.

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

None

**LEGAL DESCRIPTION**

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

LOT 105 OF CITY TRACT NO. 05-07 MCMILLIN OTAY RANCH VILLAGE 7, R-1B, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 15106, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 19, 2005.

EXCEPTING AND RESERVING THEREFROM AS APPROPRIATE, FOR THE BENEFIT OF GRANTOR AND THE DECLARANT UNDER THE MASTER DECLARATION OF RESTRICTIONS FOR VILLAGE OF VISTA VERDE RECORDED JULY 27, 2006, AS INSTRUMENT NO. 2006-531587 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA AS AMENDED AND SUPPLEMENTED BY INSTRUMENTS OF RECORD (THE "MASTER DECLARATION"), AND THEIR SUCCESSORS AND ASSIGNS WITH THE RIGHT TO GRANT AND TRANSFER SAME, EXCLUSIVE AND NON-EXCLUSIVE EASEMENTS FOR USE, ENJOYMENT, ACCESS, INGRESS, EGRESS, ENCROACHMENT, MAINTENANCE, REPAIR, DRAINAGE, SUPPORT AND FOR OTHER PURPOSES, ALL AS AND TO THE EXTENT DESCRIBED AND PROVIDED FOR IN THE MASTER DECLARATION AND IN THE SUPPLEMENTAL DECLARATION OF RESTRICTIONS FOR JACARANDA RECORDED AUGUST 25, 2006, AS INSTRUMENT NO. 2006-607356 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA, AS AMENDED AND SUPPLEMENTED BY INSTRUMENTS OF RECORD (THE "SUPPLEMENTAL DECLARATION").

APN: 644-262-22-00

**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990**  
**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

**EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE  
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992**

- \* a notice of exercising the right appears in the public records on the Policy Date
- \* the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
- 3. Title Risks:
  - \* that are created, allowed, or agreed to by you
  - \* that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
  - \* that result in no loss to you
  - \* that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
- 4. Failure to pay value for your title.
- 5. Lack of a right:
  - \* to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
  - \* in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**11. EAGLE PROTECTION OWNER'S POLICY**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998**

**Covered Risks 14 (Subdivision Law Violation), 15 (Building Permit), 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability**

**EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 

a. building	b. zoning
c. land use	d. improvements on the land
e. land division	f. environmental protection

This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
  - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
  - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This exclusion does not limit the coverage described in Covered Risk 11 or 18.

**LIMITATIONS ON COVERED RISKS**

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

Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

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

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 14: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$10,000.00
Covered Risk 15: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 16: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00

3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

#### 14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

##### EXCLUSIONS FROM COVERAGE

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

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

#### 15. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

##### WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 14 above are used and the following exceptions to coverage appear in the policy.

##### SCHEDULE B

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

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

## PRIVACY POLICY

### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).

### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

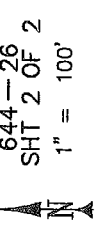
Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

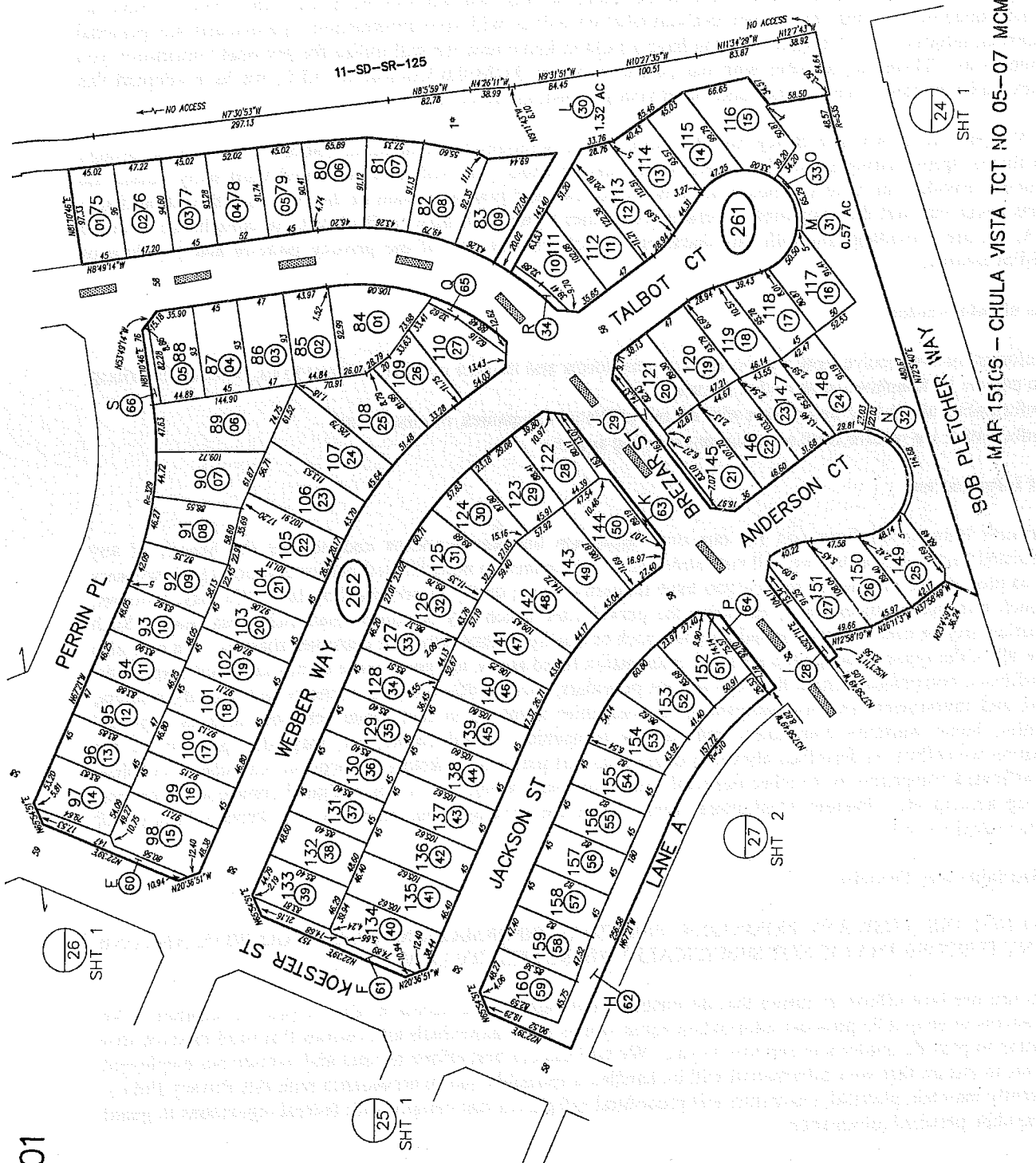
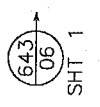
© 2001 The First American Corporation • All Rights Reserved

SAN DIEGO COUNTY ASSESSOR'S MAP  
644-26  
SHT 2 OF 2  
1" = 100'



CHANGES	
BLK	FRONT AREA
261	1 THRU 34
262	1 THRU 66

1\* REMAINDER OF LOT L  
SHOWN ON PG 26 SHT 1



01

MAR 1510S - CHULA VISTA TCT NO 05-07 MCMILLIN OTAY RANCH VILLAGE 7 R-1B

**AFFILIATED BUSINESS ARRANGEMENT (AfBA) DISCLOSURE STATEMENT**

*The following information is provided in accordance with federal statute.*

**1513-7322CP**

McMillin Real Estate & Mortgage Company, Inc. is a family-owned enterprise based in San Diego, California that is assisting you with this real estate transaction. McMillin Realty has several other affiliated entities that provide real estate settlement services designed to make your home purchase a trouble free experience. The services provided by the McMillin affiliates (the "McMillin Service Providers") consist of realty, mortgage lending, escrow, and other real estate brokerage services.

This Statement provides notice that the controlling principals of McMillin Realty have ownership interests in the McMillin Service Providers identified below. In fact, the controlling principals own, directly or indirectly, 100% of these companies, making all of them members of what are called an "affiliated business arrangement." McMillin Realty encourages you to use the McMillin Service Providers to insure a smooth and pleasant experience. Because of the common ownership of the McMillin entities, referrals to the McMillin Service Providers may provide a financial or other benefit to the ultimate owners of the entities.

Set forth below is the estimated charge or range of charges for the settlement services listed in the table.

<b>Provider</b>	<b>Service</b>	<b>Estimated Charges</b> (may vary based on sales price or loan amounts)
McMillin Realty	Real estate brokerage services	5% to 7% of sales price
Westar Escrow, Inc.	Escrow settlement services	\$400 to \$1,500 per side

You are NOT required to use the McMillin Service Providers listed above as a condition for the purchase of this property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. ALTHOUGH McMILLIN SERVICE PROVIDERS BELIEVE THEY WILL PROVIDE YOU EXCELLENT SERVICE AT COMPETITIVE RATES, YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THE SERVICES.

**IMPORTANT INFORMATION ABOUT THE MCMILLIN SERVICE PROVIDERS:**

**McMILLIN REALTY** provides real estate brokerage, relocation services, and property management services. McMillin Realty is a division of McMillin Real Estate & Mortgage Company, Inc (MREM). The principals of MREM own 100% of McMillin Realty.

**WESTAR ESCROW, INC.**, a California corporation, provides professional escrow services for a wide variety of purchase, sale, financing and other real estate transactions. The principals of McMillin Real Estate & Mortgage Company, Inc. own 100% of Westar Escrow, Inc., which is licensed as an escrow agent by the California Department of Corporations (License # 963-2039).

Thank you for this opportunity to inform you about the McMillin Service Providers. We appreciate your business.

**ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE**

I/we undersigned homebuyer(s) acknowledge(s) that I/we have received the attached Affiliated Business Arrangement Disclosure Statement from McMillin Real Estate & Mortgage Company, Inc. We understand that McMillin Realty may refer me/us to the McMillin Service Providers named in the Disclosure Statement, and that the principals of McMillin Realty may receive a financial or other benefit as a result of the referral.

Property Address 1831 Webber Way, Chula Vista, CA 91913

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**1513-7322CP**

RECEIPT NO. 15837

Westar Escrow, Inc.  
386 East H Street, Suite 214  
Chula Vista, CA 91910  
(877) 791-2290

DATE: 1/10/2013  
TIME: 9:46AM

ESCROW NO. 1513-7322CP  
ESCROW OFFICER: Carolyn Pringle

**Received From: Hunt, Rosie Lee**

THE SUM OF: *TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS*  
**(\$2,500.00)**

RECEIVED FOR: Earnest Money  
RECEIVED BY: Trina Jenkins

**COMMENTS:**

Received After Hours

Buyer: Rosie Lee Hunt

Seller: McMillin Jacaranda II, LLC, a Delaware Limited Liability Company

Property: 1831 Webber Way, Chula Vista, CA 91913

**Detail**

Tender Type	Check Number	ABA Number	Amount
Check	[REDACTED]		\$ 2,500.00
Total			\$ 2,500.00



May 20, 2014

Rosie Hunt  
1831 Webber Way  
Chula Vista, CA 91913

RE: Home and Landscape Improvement Plan

Dear Ms. Hunt:

At the direction of the Vista Verde Master Association Architectural Review Committee/Landscape Architect, I have been asked to contact you regarding the Notice of Completion that you submitted.

Your completed rear yard landscape/hardscape improvements have been inspected, approved and were found to be in substantial compliance.

Please remember you are responsible for preserving and maintaining your new landscape installation.

We truly appreciate your cooperation in complying with the Vista Verde Master Association's Architectural Guidelines. All of the time, effort and expense that you have placed into your improvements will help to ensure that Vista Verde remains a premier community. If you have any questions, please feel free to contact me at 619-591-7253. Thank you!

Sincerely,  
For the Board of Directors and Architectural Review  
Committee of Vista Verde Master Association

Loren Fisk, CCAM, CMCA  
Community Association Manager

cc: ARC file

Vista Verde Master Association

Walters Management

UPON COMPLETION OF IMPROVEMENTS MAIL TO:

Vista Verde Master Association

c/o Walters Management  
2300 Boswell Road, Suite 131  
Chula Vista, CA 91914  
(619) 591-7253 Phone  
(619) 656-6617 FAX

MAR 21 2014

South County Office

NOTICE OF COMPLETION

Notice is hereby given that the undersigned is the Owner of the property located at:

1831 WEBBER WAY  
Address

CHULA VISTA CA 91913

Zip Code

The work of improvement on the described property was COMPLETED on:

\_\_\_\_\_ day of SEPT, 20 13, in accordance with the Architectural Committee's written approval through the above owner's plans and submitted package.

ROSE HUNT

OWNER'S NAME (please print)

105

LOT #

Rose Hunt

OWNER'S SIGNATURE

3/21/2014

DATE

ARCHITECTURAL COMMITTEE: \_\_\_\_\_

DATE: \_\_\_\_\_

INSPECTION APPROVED

INSPECTION APPROVED with the following conditions: \_\_\_\_\_

DISAPPROVED due to the following: \_\_\_\_\_

Walters Management  
MAR 21 2014

**EXHIBIT B**

THE VILLAGE OF VISTA VERDE HOMEOWNERS ASSOCIATION  
ARCHITECTURE AND LANDSCAPE IMPROVEMENT APPLICATION  
MAIL TO: WALTERS MANAGEMENT  
2300 BOSWELL ROAD, SUITE 131, CHULA VISTA, CA 91914-3534

HOMEOWNER ROSIE HUNT DATE 8/28/13

ADDRESS 1831 WEBBER WAY LOT# 105

SUBDIVISION NAME McMillin JACARANDA

TELEPHONE # DAY \_\_\_\_\_ EVENING # \_\_\_\_\_

ORIGINAL APPLICATION  MODIFICATION TO ORIGINAL \_\_\_\_\_

PLAN REVIEW FEE OF \$300.00 ATTACHED \_\_\_\_\_

FEE PAID IN ESCROW  \_\_\_\_\_

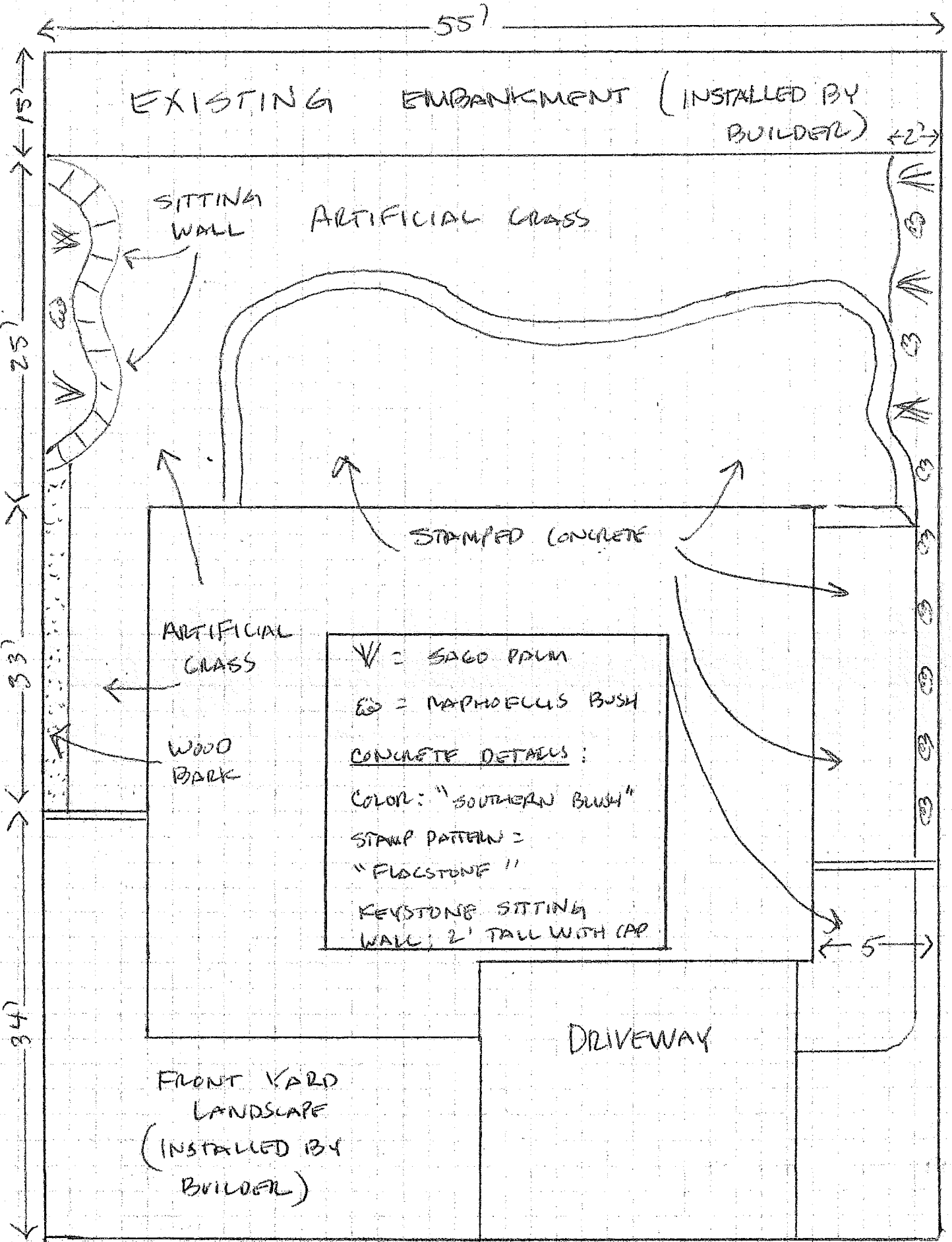
DESCRIPTION OF IMPROVEMENT:  
SIDE & BACKYARD CONCRETE, ARTIFICIAL  
GRASS AT SIDE & BACKYARD. PLANTER AREAS  
WITH TREES & SHRUBS.

DESCRIPTION OF ANY LANDSCAPING INSTALLED BY THE BUILDER OR PREVIOUS OWNER:  
FRONT YARD LANDSCAPED BY BUILDER

PROPOSED STARTING DATE 8/28/13 PROPOSED COMPLETION DATE 9/28/13

NOTIFY MANAGEMENT COMPANY OF DATE COMPLETED BY RETURNING THE REQUEST FOR FINAL INSPECTION CARD, TO BE SUPPLIED WITH YOUR APPROVED PLANS.

\*\*\*\*\*





## Customer Property Loss Claim Information Form

At Wells Fargo we understand how stressful the insurance claim process can be. A claim check has been endorsed in order for you to complete the repairs. Please utilize this document as a resource for any additional questions you may have or as a guide if you receive any additional insurance claims checks related to this same insurance loss.

If the total amount of your insurance loss exceeds the established guidelines, subsequent checks will be deposited with Wells Fargo and processed as a monitored claim which will include a property inspection to review the repairs completed.

If the total amount of the insurance loss is recalculated by your insurance company, you will need to provide us with an updated insurance adjuster's worksheet.

When you receive an additional insurance loss check, you may endorse the check and send it along with an updated insurance adjuster's worksheet to the following address:

### Regular Mail

Wells Fargo Bank N.A.  
Attn: Property Loss Dept.  
P.O. Box 100522  
Florence, SC 29502-0522

### Overnight Mail

Wells Fargo Bank N.A.  
Attn: Property Loss Dept.  
1323 Celebration Blvd  
Florence, SC 29501

If you receive any additional insurance loss checks related to this same loss please contact our Property Loss department at (866) 826-4902 for assistance.

Thank you for the opportunity to assist you. We look forward to continuing to be your first choice for all of your financial needs.

**Universal North America**

P.O. Box 50908, Sarasota, FL 34232  
 T: (888) 877-0770 F: (866) 465-1759  
 www.universalthnorthamerica.com

July 5, 2013

Rosie Hunt  
 1831 Webber Way  
 Chula Vista, CA 91913-4375

**RE: Insured:** Rosie L. Hunt  
**Date of Loss:** 6/22/2013  
**Claim #:** 1301CA24000493  
**Type of Loss:** Water damage / plumbing related

Dear Rosie Hunt:

On 6/24/2013, Universal North America received a notice of a claim from you regarding water damage to your home. Universal assigned a field adjuster who inspected your home with you and wrote an estimate to repair the observed damage. The total of this estimate is \$10,592.93. A copy of this estimate is enclosed. Should you or your repair contractor have any questions regarding how this estimate was prepared, or, find additional damage not listed in this assessment, please contact me as soon as possible.

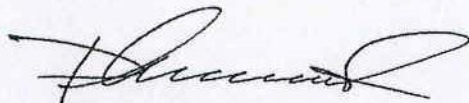
The breakdown of your payment is as follows:

Coverage A - Dwelling	\$10,592.93
Deductible	\$1,000.00
Payment Amount	\$9,592.93

Your check is payable to you, our insured, and mortgage holder Wells Fargo as shown on the policy. If your mortgage holder has changed, please contact your agent to have the policy endorsed with the new information.

If you have any questions with regards to your claim, please feel free to contact me at the number listed below. Your complete satisfaction is our priority. Universal North America is here to serve you in your time of need. Thank you for choosing Universal North America.

Sincerely,



**David Crauwels**  
 Inside Claims Representative  
 (888) 877-0770; Ext. 6634  
 claims@uihna.com

Enclosures: Estimate / Payment

**UNIVERSAL**

**Universal North America Insurance Company**

---

P.O. Box 50908  
Sarasota, FL 34232  
T: (888) 877-0770  
F: (866) 465-1759

Insured: ROSIE L HUNT  
Property: 1831 WEBBER WAY  
Chula Vista, CA 91913-4375  
Home: 1831 WEBBER WAY  
Chula Vista, CA 91913-4375

Home: [REDACTED]

Claim Rep.: David Crauwels

Business: (888) 877-0770 x 6634

Estimator: Daryl Bundy

Claim Number: [REDACTED]

Policy Number: [REDACTED]

Type of Loss: Water Damage

Date Contacted: 6/24/2013

Date of Loss: 6/22/2013 9:00 AM

Date Received: 6/24/2013

Date Inspected: 6/24/2013

Date Entered: 6/24/2013 9:58 AM

Date Est. Completed: 7/1/2013 8:56 PM

Price List: CASD7X\_JUN13  
Restoration/Service/Remodel

Estimate: ROSIE\_L\_HUNT

PL000268

P.O. Box 50908  
Sarasota, FL 34232  
T: (888) 877-0770  
F: (866) 465-1759

In order to comply with California Fair Claims Settlement Practices Regulations, Section 2695.9(f): Depreciation has been calculated based on condition and stated age of the property and applies only to property normally subject to repair and replacement during the useful life of the property. Section 2695.9(f) (1): The expense of labor necessary to repair, rebuild or replace covered property is not a component of physical depreciation and shall not be subject to depreciation or betterment. Therefore, any applicable depreciation has been applied to the material cost only.

"FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM" OR OTHER EXPLANATORY WORDS OF SIMILAR MEANING. "ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON." CA INS. CODE §1871.2; CA INS. CODE §1879.2

This is a repair estimate. The insurance policy may contain provisions that will reduce any payment that might be made. Receipt of a copy of this estimate is not to be interpreted as an acceptance of liability. All estimate figures are subject to company review and approval; this is not an authorization to repair. Authorization to repair or guarantee of payment must come from the owner of the property. No adjuster or appraiser has the authority to authorize or guarantee payment. The insurer assumes no responsibility for the quality of repairs that might be made. A copy of this document does not constitute a settlement of this claim. The above figures are subject to the insurance company approval. In accordance with the Mortgage Clause provision of your policy, the Mortgage Company or Lien holder may be included as a payee. Since each company has different procedures for endorsing the payment, we suggest you to contact the mortgage company or lien holder directly to determine their procedures for handling insurance payments.

If your contractor can perform the work for the covered damages as outlined in the estimate for the gross dollar amount of the estimate, then proceed with the repairs. If the contractors estimate is greater or there are additional damages found, prior to signing any contracts or proceeding with the work, we ask you to present the contractors itemized estimate to us for review.

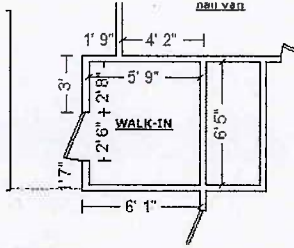
You can fax the paperwork to: 1-888-846-7649  
Or you can mail it to us at:  
Universal North America Insurance Company  
P.O. Box 50908, Sarasota, FL 34232  
T: (888) 877-0770  
F: (866) 465-1759

Please make sure to include your name and claim number on any paperwork submitted (Claim number and name needs to be on every sheet)

Universal North America Insurance Company must have the opportunity to evaluate the supplemental request prior to work being done, for any supplemental consideration to be given. If you incur costs related to permits and fees with the building department for the repair of covered damages, please submit the invoice to Universal for consideration. In addition, if the building department requires code upgrades for the repair of covered damages, and if your policy provides coverage for Ordinance and Law, please forward the documentation from the building department to Universal for consideration. Any payments under the policy for Ordinance and Law items are based on an incurred basis.



P.O. Box 50908  
 Sarasota, FL 34232  
 T: (888) 877-0770  
 F: (866) 465-1759



**WALK-IN**

**Height: 8'**

178.00 SF Walls	36.90 SF Ceiling
214.90 SF Walls & Ceiling	36.90 SF Floor
4.10 SY Flooring	21.83 LF Floor Perimeter
24.33 LF Ceil. Perimeter	

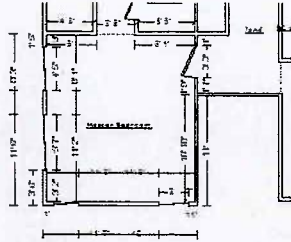
**Door**

**2' 6" X 6' 8"**

**Opens into MBATH**

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
12. Drywall patch / small repair, ready for paint	1.00 EA	64.26	64.26	(0.00)	64.26
13. Baseboard - 3 1/4"	21.83 LF	3.15	68.76	(0.00)	68.76
14. Paint baseboard - two coats	21.83 LF	1.04	22.70	(0.00)	22.70
15. Mask and prep for paint - plastic, paper, tape (per LF)	24.33 LF	0.95	23.11	(0.00)	23.11
16. Paint the walls - one coat	178.00 SF	0.47	83.66	(0.00)	83.66
17. Casing - 2 1/4"	28.00 LF	1.88	52.64	(0.00)	52.64
18. Paint door/window trim & jamb - 2 coats (per side)	3.00 EA	22.70	68.10	(0.00)	68.10
19. Carpet pad	36.90 SF	0.53	19.56	(0.00)	19.56
20. Lay existing carpet - Labor only	36.90 SF	0.48	17.71	(0.00)	17.71
21. Clean and deodorize carpet	36.90 SF	0.41	15.13	(0.00)	15.13
22. Interior door - Reset - slab only	1.00 EA	13.62	13.62	(0.00)	13.62
23. Contents - move out then reset - Small room	1.00 EA	48.73	48.73	(0.00)	48.73
<b>Totals: WALK-IN</b>			<b>497.98</b>	<b>0.00</b>	<b>497.98</b>

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 Sarasota, FL 34232  
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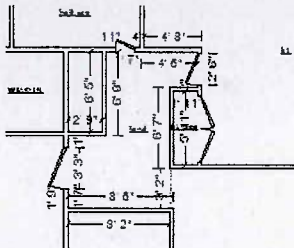
**Master Bedroom**

**Height: 8'**

393.00 SF Walls	250.32 SF Ceiling
643.32 SF Walls & Ceiling	250.32 SF Floor
27.81 SY Flooring	56.33 LF Floor Perimeter
59.58 LF Ceil. Perimeter	

<b>Window</b>	<b>5' 7" X 4'</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>4' 5" X 4'</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>3' X 4'</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>2' 6" X 4'</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>3' 3" X 6' 8"</b>	<b>Opens into LAND</b>
<b>Missing Wall</b>	<b>3' 9" X 8'</b>	<b>Opens into MBATH</b>

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
24. Clean and deodorize carpet	250.32 SF	0.41	102.63	(0.00)	102.63
25. Contents - move out then reset	1.00 EA	64.74	64.74	(0.00)	64.74
<b>Totals: Master Bedroom</b>			<b>167.37</b>	<b>0.00</b>	<b>167.37</b>



**land**

**Height: 8'**

296.44 SF Walls	88.85 SF Ceiling
385.30 SF Walls & Ceiling	88.85 SF Floor
9.87 SY Flooring	35.83 LF Floor Perimeter
43.17 LF Ceil. Perimeter	

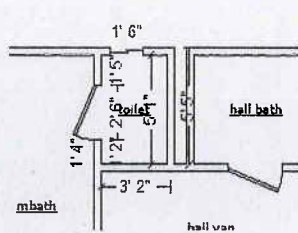
<b>Door</b>	<b>3' 3" X 6' 8"</b>	<b>Opens into MASTER_BEDRO</b>
<b>Door</b>	<b>1' 7" X 6' 8"</b>	<b>Opens into HALL_VAN</b>
<b>Door</b>	<b>2' 6" X 6' 8"</b>	<b>Opens into B1</b>
<b>Missing Wall</b>	<b>3' 2" X 8'</b>	<b>Opens into DEN</b>

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
26. Drywall patch / small repair, ready for paint	1.00 EA	64.26	64.26	(0.00)	64.26
27. Baseboard - 3 1/4"	17.92 LF	3.15	56.45	(0.00)	56.45
28. Paint baseboard - two coats	35.83 LF	1.04	37.26	(0.00)	37.26
29. Mask and prep for paint - plastic, paper, tape (per LF)	43.17 LF	0.95	41.01	(0.00)	41.01
30. Paint the walls - one coat	296.44 SF	0.47	139.33	(0.00)	139.33
31. Casing - 2 1/4"	28.00 LF	1.88	52.64	(0.00)	52.64

P.O. Box 50908  
 Sarasota, FL 34232  
 T: (888) 877-0770  
 F: (866) 465-1759

**CONTINUED - land**

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
32. Paint door/window trim & jamb - 2 coats (per side)	3.00 EA	22.70	68.10	(0.00)	68.10
33. Carpet pad	88.85 SF	0.53	47.09	(0.00)	47.09
34. Lay existing carpet - Labor only	88.85 SF	0.48	42.65	(0.00)	42.65
35. Clean and deodorize carpet	88.85 SF	0.41	36.43	(0.00)	36.43
<b>Totals: land</b>			<b>585.22</b>	<b>0.00</b>	<b>585.22</b>



**toilet**

**Height: 8'**

106.67 SF Walls	15.25 SF Ceiling
121.92 SF Walls & Ceiling	15.25 SF Floor
1.69 SY Flooring	13.67 LF Floor Perimeter
16.17 LF Ceil. Perimeter	

**Door** 2' 6" X 6' 8" **Opens into MBATH**  
**Window** 1' 6" X 4' **Opens into Exterior**

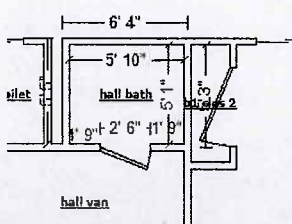
DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
36. Drywall patch / small repair, ready for paint	1.00 EA	64.26	64.26	(0.00)	64.26
37. Baseboard - 3 1/4"	13.67 LF	3.15	43.06	(0.00)	43.06
38. Vinyl floor covering (sheet goods) 15 % waste added for Vinyl floor covering (sheet goods).	17.54 SF	2.96	51.92	(0.00)	51.92
39. Paint baseboard - two coats	13.67 LF	1.04	14.22	(0.00)	14.22
40. Mask and prep for paint - plastic, paper, tape (per LF)	16.17 LF	0.95	15.36	(0.00)	15.36
41. Paint the walls - one coat	106.67 SF	0.47	50.13	(0.00)	50.13
<b>Totals: toilet</b>			<b>238.95</b>	<b>0.00</b>	<b>238.95</b>



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**CONTINUED - hall van**

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
54. Clean and deodorize carpet	53.78 SF	0.41	22.05	(0.00)	22.05
<b>Totals: hall van</b>			<b>553.83</b>	<b>0.00</b>	<b>553.83</b>



**hall bath**

**Height: 8'**

158.00 SF Walls	29.65 SF Ceiling
187.65 SF Walls & Ceiling	29.65 SF Floor
3.29 SY Flooring	19.33 LF Floor Perimeter
21.83 LF Ceil. Perimeter	

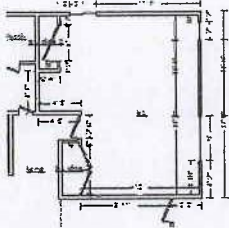
**Door**

**2' 6" X 6' 8"**

**Opens into HALL\_VAN**

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
55. Drywall patch / small repair, ready for paint	1.00 EA	64.26	64.26	(0.00)	64.26
56. Baseboard - 3 1/4"	19.33 LF	3.15	60.89	(0.00)	60.89
57. Paint baseboard - two coats	19.33 LF	1.04	20.10	(0.00)	20.10
58. Mask and prep for paint - plastic, paper, tape (per LF)	21.83 LF	0.95	20.74	(0.00)	20.74
59. Paint the walls - one coat	158.00 SF	0.47	74.26	(0.00)	74.26
60. Casing - 2 1/4"	14.00 LF	1.88	26.32	(0.00)	26.32
61. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	22.70	45.40	(0.00)	45.40
<b>Totals: hall bath</b>			<b>311.97</b>	<b>0.00</b>	<b>311.97</b>

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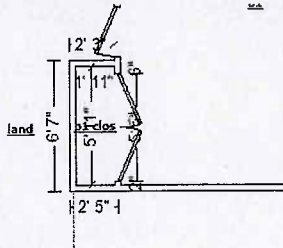
**b1**

**Height: 8'**

485.56 SF Walls	297.56 SF Ceiling
783.11 SF Walls & Ceiling	297.56 SF Floor
33.06 SY Flooring	63.75 LF Floor Perimeter
75.67 LF Ceil. Perimeter	

<b>Door</b>	<b>4' X 6' 8"</b>	<b>Opens into B1_CLOS_2</b>
<b>Window</b>	<b>3' 1" X 4'</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>2' X 4'</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>5' X 4'</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>5' 5" X 6' 8"</b>	<b>Opens into B1_CLOS</b>
<b>Door</b>	<b>2' 6" X 6' 8"</b>	<b>Opens into LAND</b>

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
62. Baseboard - 3 1/4"	15.00 LF	3.15	47.25	(0.00)	47.25
63. Paint baseboard - two coats	63.75 LF	1.04	66.30	(0.00)	66.30
64. Mask and prep for paint - plastic, paper, tape (per LF)	75.67 LF	0.95	71.89	(0.00)	71.89
65. Clean and deodorize carpet	297.56 SF	0.41	122.00	(0.00)	122.00
<b>Totals: b1</b>			<b>307.44</b>	<b>0.00</b>	<b>307.44</b>



**b1 clos**

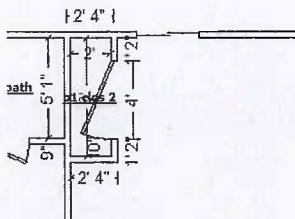
**Height: 8'**

89.22 SF Walls	11.34 SF Ceiling
100.56 SF Walls & Ceiling	11.34 SF Floor
1.26 SY Flooring	10.25 LF Floor Perimeter
15.67 LF Ceil. Perimeter	

<b>Door</b>	<b>5' 5" X 6' 8"</b>	<b>Opens into B1</b>
-------------	----------------------	----------------------

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
66. Clean and deodorize carpet	11.34 SF	0.41	4.65	(0.00)	4.65
<b>Totals: b1 clos</b>			<b>4.65</b>	<b>0.00</b>	<b>4.65</b>

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**b1 clos 2**

**Height: 8'**

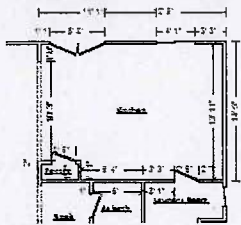
101.33 SF Walls  
 113.33 SF Walls & Ceiling  
 1.33 SY Flooring  
 16.00 LF Ceil. Perimeter

12.00 SF Ceiling  
 12.00 SF Floor  
 12.00 LF Floor Perimeter

Door 4' X 6' 8" Opens into B1

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
67. Drywall patch / small repair, ready for paint	1.00 EA	64.26	64.26	(0.00)	64.26
68. Baseboard - 3 1/4"	12.00 LF	3.15	37.80	(0.00)	37.80
69. Paint baseboard - two coats	12.00 LF	1.04	12.48	(0.00)	12.48
70. Mask and prep for paint - plastic, paper, tape (per LF)	16.00 LF	0.95	15.20	(0.00)	15.20
71. Paint the walls - one coat	101.33 SF	0.47	47.63	(0.00)	47.63
72. Carpet pad	12.00 SF	0.53	6.36	(0.00)	6.36
73. Lay existing carpet - Labor only	12.00 SF	0.48	5.76	(0.00)	5.76
74. Clean and deodorize carpet	12.00 SF	0.41	4.92	(0.00)	4.92

**Totals: b1 clos 2** **194.41**      **0.00**      **194.41**



**Kitchen**

**Height: 8' 11"**

426.18 SF Walls  
 678.83 SF Walls & Ceiling  
 28.07 SY Flooring  
 65.27 LF Ceil. Perimeter

252.65 SF Ceiling  
 252.65 SF Floor  
 44.35 LF Floor Perimeter

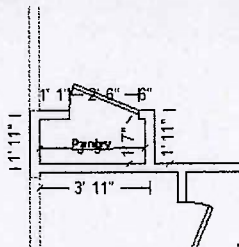
Missing Wall - Goes to Floor 10' 3" X 6' 8" Opens into FAMILY\_ROOM  
 Door 2' 6" X 6' 8" Opens into PANTRY  
 Door 2' 6" X 6' 8" Opens into LAUNDRY\_ROOM  
 Door 5' 8" X 6' 8" Opens into Exterior  
 Window 4' 1" X 4' Opens into Exterior

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
75. 1/2" drywall - hung, taped, floated, ready for paint	20.00 SF	1.92	38.40	(0.00)	38.40
76. Texture drywall - light hand texture	20.00 SF	0.54	10.80	(0.00)	10.80
77. Baseboard - 3 1/4"	44.35 LF	3.15	139.70	(0.00)	139.70

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**CONTINUED - Kitchen**

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
78. Paint baseboard - two coats	44.35 LF	1.04	46.12	(0.00)	46.12
79. Mask and prep for paint - plastic, paper, tape (per LF)	65.27 LF	0.95	62.01	(0.00)	62.01
80. Paint the walls and ceiling - two coats	678.83 SF	0.69	468.39	(0.00)	468.39
81. Casing - 2 1/4"	14.00 LF	1.88	26.32	(0.00)	26.32
82. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	22.70	45.40	(0.00)	45.40
83. Re-skin toe kick	28.00 LF	10.87	304.36	(0.00)	304.36
84. Vinyl floor covering (sheet goods)	290.54 SF	2.96	860.00	(0.00)	860.00
15 % waste added for Vinyl floor covering (sheet goods).					
85. Dishwasher - Detach & reset	1.00 EA	204.81	204.81	(0.00)	204.81
86. Refrigerator - Remove & reset	1.00 EA	43.12	43.12	(0.00)	43.12
87. Light fixture - Detach & reset	3.00 EA	42.77	128.31	(0.00)	128.31
<b>Totals: Kitchen</b>			<b>2,377.74</b>	<b>0.00</b>	<b>2,377.74</b>



**Pantry**

**Height: 8'**

68.67 SF Walls	5.94 SF Ceiling
74.60 SF Walls & Ceiling	5.94 SF Floor
0.66 SY Flooring	8.17 LF Floor Perimeter
10.67 LF Ceil. Perimeter	

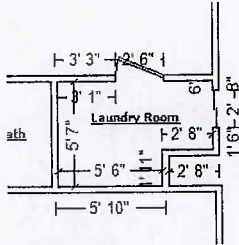
**Door**

**2' 6" X 6' 8"**

**Opens into KITCHEN**

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
88. Baseboard - 3 1/4"	8.17 LF	3.15	25.74	(0.00)	25.74
89. Paint baseboard - two coats	8.17 LF	1.04	8.50	(0.00)	8.50
90. Mask and prep for paint - plastic, paper, tape (per LF)	10.67 LF	0.95	10.14	(0.00)	10.14
91. Vinyl floor covering (sheet goods)	6.83 SF	2.96	20.22	(0.00)	20.22
15 % waste added for Vinyl floor covering (sheet goods).					
92. Contents - move out then reset	1.00 EA	64.74	64.74	(0.00)	64.74
<b>Totals: Pantry</b>			<b>129.34</b>	<b>0.00</b>	<b>129.34</b>

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**Laundry Room**

**Height: 8'**

194.80 SF Walls	40.30 SF Ceiling
235.10 SF Walls & Ceiling	40.30 SF Floor
4.48 SY Flooring	24.93 LF Floor Perimeter
27.43 LF Ceil. Perimeter	

**Window**

**2' X 4'**

**Opens into Exterior**

**Door**

**2' 6" X 6' 8"**

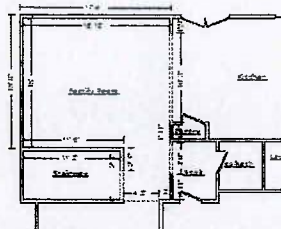
**Opens into KITCHEN**

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
93. 1/2" drywall - hung, taped, floated, ready for paint	30.00 SF	1.92	57.60	(0.00)	57.60
94. Texture drywall - light hand texture	30.00 SF	0.54	16.20	(0.00)	16.20
95. Baseboard - 3 1/4"	24.93 LF	3.15	78.53	(0.00)	78.53
96. Paint baseboard - two coats	24.93 LF	1.04	25.93	(0.00)	25.93
97. Mask and prep for paint - plastic, paper, tape (per LF)	27.43 LF	0.95	26.06	(0.00)	26.06
98. Paint the walls and ceiling - two coats	235.10 SF	0.69	162.22	(0.00)	162.22
99. Casing - 2 1/4"	14.00 LF	1.88	26.32	(0.00)	26.32
100. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA	22.70	22.70	(0.00)	22.70
101. Vinyl floor covering (sheet goods) 15 % waste added for Vinyl floor covering (sheet goods).	46.34 SF	2.96	137.17	(0.00)	137.17
102. Dryer - Remove & reset	1.00 EA	34.37	34.37	(0.00)	34.37
103. Washing machine - Remove & reset	1.00 EA	38.66	38.66	(0.00)	38.66
104. Insulation - Labor Minimum	1.00 EA	137.39	137.39	(0.00)	137.39
105. Batt insulation - 6" - R19 - unfaced batt	15.00 SF	0.79	11.85	(0.00)	11.85
<b>Totals: Laundry Room</b>			<b>775.00</b>	<b>0.00</b>	<b>775.00</b>



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Family Room

Height: 8'

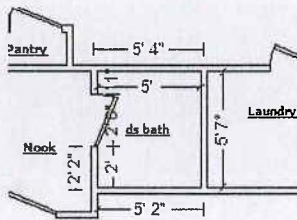
Table with 2 columns: Item description and quantity. Includes 459.67 SF Walls, 285.19 SF Ceiling, 744.86 SF Walls & Ceiling, 285.19 SF Floor, 31.69 SY Flooring, 54.58 LF Floor Perimeter, 71.83 LF Ceil. Perimeter.

- Missing Wall - Goes to Floor
Missing Wall
Missing Wall - Goes to Floor
Missing Wall - Goes to Floor

- 3' 4" X 6' 8"
4' 2" X 8'
3' 8" X 6' 8"
10' 3" X 6' 8"

- Opens into STAIRWAY
Opens into LIVING\_ROOM
Opens into ROOM4
Opens into KITCHEN

Summary table with columns: DESCRIPTION, QUANTITY, UNIT COST, RCV, DEPREC., ACV. Totals: Family Room (116.93, 0.00, 116.93)



ds bath

Height: 8'

Table with 2 columns: Item description and quantity. Includes 152.67 SF Walls, 27.92 SF Ceiling, 180.58 SF Walls & Ceiling, 27.92 SF Floor, 3.10 SY Flooring, 18.67 LF Floor Perimeter, 21.17 LF Ceil. Perimeter.

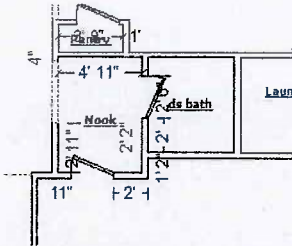
Door

2' 6" X 6' 8"

Opens into ROOM4

Summary table with columns: DESCRIPTION, QUANTITY, UNIT COST, RCV, DEPREC., ACV. Totals: ds bath (271.96, 0.00, 271.96)

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**Nook**

**Height: 8'**

128.89 SF Walls	33.19 SF Ceiling
162.08 SF Walls & Ceiling	33.19 SF Floor
3.69 SY Flooring	14.67 LF Floor Perimeter
23.33 LF Ceil. Perimeter	

**Missing Wall - Goes to Floor**

**3' 8" X 6' 8"**

**Opens into FAMILY\_ROOM**

**Door**

**2' 6" X 6' 8"**

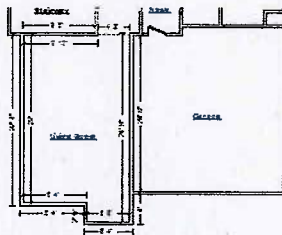
**Opens into DS\_BATH**

**Door**

**2' 6" X 6' 8"**

**Opens into GARAGE**

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
113. Drywall patch / small repair, ready for paint	1.00 EA	64.26	64.26	(0.00)	64.26
114. Baseboard - 3 1/4"	14.67 LF	3.15	46.21	(0.00)	46.21
115. Paint baseboard - two coats	14.67 LF	1.04	15.26	(0.00)	15.26
116. Mask and prep for paint - plastic, paper, tape (per LF)	23.33 LF	0.95	22.16	(0.00)	22.16
117. Paint the walls and ceiling - two coats	162.08 SF	0.69	111.84	(0.00)	111.84
118. Casing - 2 1/4"	14.00 LF	1.88	26.32	(0.00)	26.32
119. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA	22.70	22.70	(0.00)	22.70
120. Carpet pad	33.19 SF	0.53	17.59	(0.00)	17.59
121. Lay existing carpet - Labor only	33.19 SF	0.48	15.93	(0.00)	15.93
122. Clean and deodorize carpet	33.19 SF	0.41	13.61	(0.00)	13.61
<b>Totals: Nook</b>			<b>355.88</b>	<b>0.00</b>	<b>355.88</b>



**Living Room**

**Height: 8'**

584.00 SF Walls	322.39 SF Ceiling
906.39 SF Walls & Ceiling	322.39 SF Floor
35.82 SY Flooring	73.00 LF Floor Perimeter
73.00 LF Ceil. Perimeter	

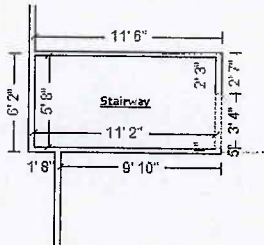
**Missing Wall**

**4' 2" X 8'**

**Opens into FAMILY\_ROOM**

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
123. Clean and deodorize carpet	322.39 SF	0.41	132.18	(0.00)	132.18
<b>Totals: Living Room</b>			<b>132.18</b>	<b>0.00</b>	<b>132.18</b>

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**Stairway**

**Height: 8'**

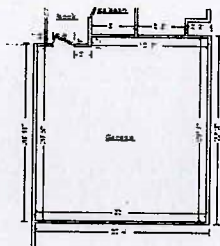
247.11 SF Walls	63.28 SF Ceiling
310.39 SF Walls & Ceiling	63.28 SF Floor
7.03 SY Flooring	30.33 LF Floor Perimeter
33.67 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

3' 4" X 6' 8"

Opens into FAMILY\_ROOM

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
124. Clean carpet - cleaning charge per step	14.00 EA	4.07	56.98	(0.00)	56.98
<b>Totals: Stairway</b>			<b>56.98</b>	<b>0.00</b>	<b>56.98</b>



**Garage**

**Height: 8'**

648.67 SF Walls	424.18 SF Ceiling
1072.85 SF Walls & Ceiling	424.18 SF Floor
47.13 SY Flooring	80.67 LF Floor Perimeter
83.17 LF Ceil. Perimeter	

Door

2' 6" X 6' 8"

Opens into ROOM4

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
125. Paint part of the walls - one coat	586.35 SF	0.47	275.58	(0.00)	275.58
126. Mask and prep for paint - plastic, paper, tape (per LF)	83.17 LF	0.95	79.01	(0.00)	79.01
<b>Totals: Garage</b>			<b>354.59</b>	<b>0.00</b>	<b>354.59</b>

**Cleaning**

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
127. Haul debris - per pickup truck load - including dump fees	1.00 EA	123.05	123.05	(0.00)	123.05
128. Cleaning Technician - per hour	3.00 HR	36.81	110.43	(0.00)	110.43
<b>Totals: Cleaning</b>			<b>233.48</b>	<b>0.00</b>	<b>233.48</b>
<b>Total: Main Level</b>			<b>8,673.59</b>	<b>0.00</b>	<b>8,673.59</b>



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<b>Line Item Totals: ROSIE_L_HUNT</b>	<b>8,673.59</b>	<b>0.00</b>	<b>8,673.59</b>
---------------------------------------	-----------------	-------------	-----------------

### Grand Total Areas:

5,891.65 SF Walls	2,568.97 SF Ceiling	8,460.62 SF Walls and Ceiling
2,568.97 SF Floor	285.44 SY Flooring	730.03 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	841.20 LF Ceil. Perimeter
2,568.97 Floor Area	2,773.00 Total Area	5,891.65 Interior Wall Area
3,164.72 Exterior Wall Area	371.67 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

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**Summary for Coverage A - Dwelling**

Line Item Total			8,673.59
Overhead	@	10.0%	867.38
Profit	@	10.0%	867.38
Material Sales Tax	@	8.000%	184.58
<b>Replacement Cost Value</b>			<b>\$10,592.93</b>
Less Deductible			(1,000.00)
<b>Net Claim</b>			<b>\$9,592.93</b>

\_\_\_\_\_  
 Daryl Bundy



4421 Glacier Avenue  
 San Diego, CA 92120-3303  
 (619) 255-3022 - Phone  
 (619) 255-1003 - Fax

License #: 833549  
 Agreement #: 334766

## CONSTRUCTION AGREEMENT

DATE: July 1, 2013

CONTACT: Mrs. Rosie Hunt  
 CLIENT: Rosie L Hunt  
 ADDRESS: 1831 Webber Way  
 Chula Vista, CA 91913

PHONE NUMBER:  
 FAX NUMBER:  
 EMAIL ADDRESS:

JOB NAME: DK1-Hunt Rest  
 JOB ADDRESS: 1831 Webber Way  
 Chula Vista, CA 91913-

SCOPE OF WORK: Please refer to the attached xactimate scope titled "ROSIE\_L\_HUNT" dated 6/24/2013 by Daryl Bundy for details on work to be performed.

CONTRACT FEE: \$10,417.36

DOWN PAYMENT: \$1,000.00

BILLING TERMS: Scheduled Payments According to the following Schedule:  
 \$1,000.00 upon signing of contract;  
 \$5,500.00 upon substantial completion of drywall, trim and painting;  
 \$3,917.36 upon substantial completion of flooring and final cleaning;

PAYMENT TERMS: Invoice(s) Due Upon Receipt

**CONDITIONS:**

- \* Apex Contracting & Restoration not responsible for preventing pets from escaping work site.
- \* Electricity and water to be provided by owner.
- \* Lock box required for work area access.
- \* This scope is a 'lump sum' bid. All quantities given are approximate.
- \* This proposal provides for a maximum of 1 mobilizations.
- \* Reasonable efforts will be made to match existing colors (stucco, drywall, concrete, etc.) as close as possible, however, an exact match is not guaranteed.
- \* All work to be performed during normal business hours: M-F, 8am-4pm, excluding holidays and weekends.
- \* This is a Lump Sum contract; unit pricing is for reference only. Items (labor, equipment, & material) not performed at customers request will incur a 20% coordination fee.

**EXCLUSIONS:**

- \* Apex Contracting & Restoration will not perform extra work without a prior agreed-upon lump sum or hourly rate.
- \* Due to pre-existing conditions Apex Contracting & Restoration, Inc. is not responsible for contamination outside work area.
- \* Changes to the scope of work, whether made by Owner, City, Fire Department, Architect, Engineer, handicap requirements, or security requirements.

This proposal is given for prompt acceptance - If not executed and received by Apex Contracting & Restoration within 30 days from the above date this proposal will be rendered null and void. If accepted, work will commence on an agreed schedule, subject to delay due to stormy weather, acts of God, uncontrollable labor trouble, or unforeseen contingencies. Alterations or deviations from the project plan and specifications will be executed only upon written orders and if there is any change in the contract price the price of the contract will be adjusted accordingly. If any payment is not made when due, Apex Contracting & Restoration may suspend work on the job until such time as all payments have been made.

**ARTICLE 1. CONTRACT DOCUMENTS**

1.1 - The contract documents consist of this Agreement, construction documents, specifications, allowances, finish schedules, construction draw schedule, information disclosure statement, all addenda issued prior to execution of this agreement and all change orders or modifications issued and agreed to by both parties. All documents noted herein shall be provided to the Contractor by the Client. These contract documents represent the entire agreement of both parties and supersede any prior oral or written agreement.

1.2 - The drawings, specifications and other documents furnished by the Contractor are instruments of service and shall not become property of the client whether or not the project for which they are made is commenced. Drawings, specifications and other documents furnished by the Contractor shall not be used by the client on other projects, for addition to this project or, unless the Contractor is in default of this contract, for completion of this project by others, except by written agreement relating to use, liability and compensation.

**ARTICLE 2. SCOPE OF WORK**

2.1 - The Owner agrees to purchase and the Contractor agrees to perform the above-mentioned scope of work in the city of Chula Vista, county of , state of CA according to the construction documents, allowances, finish schedules, all addenda, change orders, modifications and specifications.

**ARTICLE 3. TIME OF COMPLETION**

3.1 - The approximate commencement date of the project shall be . The approximate completion date of the project shall be , however, change orders, client caused delays or inclement weather might delay or otherwise affect the completion date.

11.1 - Time Limits stated in the contract documents are of the essence of the contract. By executing the Agreement the Contractor confirms that the contract time is a reasonable period for performing the work.

11.2 - If the Contractor is delayed at any time in the progress of the work by changes ordered in the work, by labor disputes, fire, unusual delays in deliveries, abnormal adverse weather conditions not reasonable anticipated, unavoidable events or any causes beyond the Contractors control, or by other causes which the owner or the Contractor determine may justify a delay, then the contract time shall be extended by change order for such reasonable time as the Owner and the Contractor may negotiate.

11.3 - The date of substantial completion of the work, or the portion thereof is the date certified by the Contractor when construction is sufficiently complete, in accordance with the contract documents, so the Owner can occupy or utilize the work or designated portion thereof for the use for which it is intended, as expressed in the contract documents

**ARTICLE 12. HAZARDOUS MATERIALS, WASTE AND ASBESTOS**

12.1 - Both parties agree that dealing with hazardous materials, waste or asbestos requires specialized training, processes, precautions and licenses. Therefore, unless the scope of this Agreement includes the specific handling, disturbance, removal or transportation of hazardous materials, waste or asbestos, upon discovery of such hazardous materials the Contractor shall notify the Owner immediately and allow the Owner/Contractor to contract with a properly licensed and qualified hazardous material contractor. Any such work shall be treated as a Change Order resulting in additional costs and time considerations.

**ARTICLE 13. ARBITRATION OF DISPUTES**

13.1 - Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**13.2 - NOTICE: BY INITIALING THIS SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY 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 OF JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE 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 BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. 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.**

I agree to arbitration RLH I agree to arbitration \_\_\_\_\_  
(Initials of Owner) (Initials of Contractor)

**ARTICLE 14. TERMINATION OF THE CONTRACT**

14.1 - Should the Owner or Contractor fail to carry out this Agreement, with all of its provisions, the following options and stipulations shall apply.

14.1.1 - If the Owner or the Contractor shall default on the Agreement, the non-defaulting party may declare the Agreement is in default and proceed against the defaulting party for the recovery of all damages incurred as a result of said breach of contract, including reasonable attorneys' fees. In the case of a defaulting Owner, the Earnest money herein mentioned shall be applied to the legally ascertained damages.

14.1.2 - In the event of a default by the Owner or Contractor, the non-defaulting party may state his intention to comply with the Agreement and proceed for specific performance.

14.1.3 - In the case of a defaulting Owner, the Contractor may accept, at his option the earnest money as shown herein as liquidated damages, should earnest money not cover the expenses to date, the Contractor may make claim to the Owner for all work executed and for proven loss with respect to equipment, materials, tools, construction equipment and machinery, including reasonable overhead, profit and damages applicable to the property less the earnest money.

**ARTICLE 15. ATTORNEY FEES**

15.1 - In the event of any arbitration or litigation relating to the project, project performance or this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses. For purposes of this Agreement, "expenses" includes consultants' and/or experts' fees in accord with California Code of Civil Procedure section 2034.

**ARTICLE 16. ACCEPTANCE**

16.1 - Upon completion, the project shall be inspected by the Owner and the Contractor, and any repairs necessary to comply with the contract documents shall be made by the Contractor.

WITNESS our hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Rosie L. Hunt  
Rosie L. Hunt

APEX CONTRACTING & RESTORATION, INC.

**OWNER HAS THE RIGHT TO REQUIRE THE CONTRACTOR TO PROVIDE A PERFORMANCE AND/OR PAYMENT BOND**

#Name?

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

**THIS BECOMES A CONTRACT WHEN THE ACCEPTANCE PROVISION IS SIGNED.**

P.O. Box 50908  
 Sarasota, FL 34232  
 T: (888) 877-0770  
 F: (866) 465-1759

**ROSIE\_L\_HUNT**

**Main Level**

**mbath**

**Height: 8'**

<b>Window</b>	<b>3' 3" X 4'</b>	<b>Opens into Exterior</b>
<b>Missing Wall</b>	<b>3' 9" X 8'</b>	<b>Opens into MASTER_BEDRO</b>
<b>Door</b>	<b>2' 6" X 6' 8"</b>	<b>Opens into WALKIN</b>
<b>Door</b>	<b>2' 6" X 6' 8"</b>	<b>Opens into TOILET</b>
<b>Window</b>	<b>2' 9" X 4'</b>	<b>Opens into Exterior</b>

<b>DESCRIPTION</b>	<b>QNTY</b>	<b>UNIT COST</b>	<b>TOTAL</b>
7. Drywall patch / small repair, ready for paint	1.00 EA @	64.26 =	64.26
8. Baseboard - 3 1/4"	47.92 LF @	3.15 =	150.95
10. Paint baseboard - two coats	47.92 LF @	1.04 =	49.84
11. Mask and prep for paint - plastic, paper, tape (per LF)	52.92 LF @	0.95 =	50.27
12. Paint the walls - one coat	366.00 SF @	0.47 =	172.02
13. Casing - 2 1/4"	28.00 LF @	1.88 =	52.64
14. Paint door/window trim & jamb - 2 coats (per side)	3.00 EA @	22.70 =	68.10
15. Carpet pad	127.15 SF @	0.53 =	67.39
16. Lay existing carpet - Labor only	127.15 SF @	0.48 =	61.03
17. Clean and deodorize carpet	127.15 SF @	0.41 =	52.13
18. Re-skin toe kick	10.00 LF @	10.87 =	108.70

**WALK-IN**

**Height: 8'**

<b>Door</b>	<b>2' 6" X 6' 8"</b>	<b>Opens into MBATH</b>
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<b>DESCRIPTION</b>	<b>QNTY</b>	<b>UNIT COST</b>	<b>TOTAL</b>
19. Drywall patch / small repair, ready for paint	1.00 EA @	64.26 =	64.26
20. Baseboard - 3 1/4"	21.83 LF @	3.15 =	68.76
21. Paint baseboard - two coats	21.83 LF @	1.04 =	22.70
22. Mask and prep for paint - plastic, paper, tape (per LF)	24.33 LF @	0.95 =	23.11
23. Paint the walls - one coat	178.00 SF @	0.47 =	83.66
24. Casing - 2 1/4"	28.00 LF @	1.88 =	52.64
25. Paint door/window trim & jamb - 2 coats (per side)	3.00 EA @	22.70 =	68.10
26. Carpet pad	36.90 SF @	0.53 =	19.56
27. Lay existing carpet - Labor only	36.90 SF @	0.48 =	17.71
28. Clean and deodorize carpet	36.90 SF @	0.41 =	15.13
29. Interior door - Reset - slab only	1.00 EA @	13.62 =	13.62
30. Contents - move out then reset - Small room	1.00 EA @	48.73 =	48.73



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**CONTINUED - toilet**

DESCRIPTION	QNTY	UNIT COST	TOTAL
3. Vinyl floor covering (sheet goods)	15.25 SF @	2.96 =	45.14
4. Paint baseboard - two coats	13.67 LF @	1.04 =	14.22
5. Mask and prep for paint - plastic, paper, tape (per LF)	16.17 LF @	0.95 =	15.36
6. Paint the walls - one coat	106.67 SF @	0.47 =	50.13

den

Height: 8'

Missing Wall 3' 2" X 8" Opens into LAND  
 Door 2' 6" X 6' 8" Opens into Exterior

DESCRIPTION	QNTY	UNIT COST	TOTAL
204. Clean and deodorize carpet	150.32 SF @	0.41 =	61.63
205. Contents - move out then reset - Small room	1.00 EA @	48.73 =	48.73

hall van

Height: 8'

Door 2' 6" X 6' 8" Opens into HALL\_BATH  
 Door 1' 7" X 6' 8" Opens into LAND  
 Door 1' 7" X 6' 8" Opens into Exterior

DESCRIPTION	QNTY	UNIT COST	TOTAL
54. Drywall patch / small repair, ready for paint	1.00 EA @	64.26 =	64.26
55. Baseboard - 3 1/4"	26.75 LF @	3.15 =	84.26
56. Paint baseboard - two coats	26.75 LF @	1.04 =	27.82
57. Mask and prep for paint - plastic, paper, tape (per LF)	30.83 LF @	0.95 =	29.29
58. Paint the walls - one coat	219.44 SF @	0.47 =	103.14
59. Casing - 2 1/4"	28.00 LF @	1.88 =	52.64
60. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA @	22.70 =	45.40
61. Re-skin toe kick	6.50 LF @	10.87 =	70.66
62. Carpet pad	53.78 SF @	0.53 =	28.50
63. Lay existing carpet - Labor only	53.78 SF @	0.48 =	25.81
64. Clean and deodorize carpet	53.78 SF @	0.41 =	22.05

ROSIE\_L\_HUNT

6/25/2013

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DESCRIPTION	QNTY	UNIT COST	TOTAL
76. Drywall patch / small repair, ready for paint	1.00 EA @	64.26 =	64.26
77. Baseboard - 3 1/4"	12.00 LF @	3.15 =	37.80
78. Paint baseboard - two coats	12.00 LF @	1.04 =	12.48
79. Mask and prep for paint - plastic, paper, tape (per LF)	16.00 LF @	0.95 =	15.20
80. Paint the walls - one coat	101.33 SF @	0.47 =	47.63
84. Carpet pad	12.00 SF @	0.53 =	6.36
85. Lay existing carpet - Labor only	12.00 SF @	0.48 =	5.76
86. Clean and deodorize carpet	12.00 SF @	0.41 =	4.92

**Kitchen**

Height: 8' 11"

Missing Wall - Goes to Floor	10' 3" X 6' 8"	Opens into FAMILY_ROOM
Door	2' 6" X 6' 8"	Opens into PANTRY
Door	2' 6" X 6' 8"	Opens into LAUNDRY_ROOM
Door	5' 8" X 6' 8"	Opens into Exterior
Window	4' 1" X 4'	Opens into Exterior

DESCRIPTION	QNTY	UNIT COST	TOTAL
109. 1/2" drywall - hung, taped, floated, ready for paint	20.00 SF @	1.92 =	38.40
110. Texture drywall - light hand texture	20.00 SF @	0.54 =	10.80
112. Baseboard - 3 1/4"	44.35 LF @	3.15 =	139.70
113. Paint baseboard - two coats	44.35 LF @	1.04 =	46.12
114. Mask and prep for paint - plastic, paper, tape (per LF)	65.27 LF @	0.95 =	62.01
115. Paint the walls and ceiling - two coats	678.83 SF @	0.69 =	468.39
116. Casing - 2 1/4"	14.00 LF @	1.88 =	26.32
117. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA @	22.70 =	45.40
118. Re-skin toe kick	28.00 LF @	10.87 =	304.36
122. Vinyl floor covering (sheet goods)	252.65 SF @	2.96 =	747.84
123. Dishwasher - Detach & reset	1.00 EA @	204.81 =	204.81
124. Refrigerator - Remove & reset	1.00 EA @	43.12 =	43.12
142. Light fixture - Detach & reset	3.00 EA @	42.77 =	128.31

**Pantry**

Height: 8'

Door	2' 6" X 6' 8"	Opens into KITCHEN
------	---------------	--------------------

DESCRIPTION	QNTY	UNIT COST	TOTAL
158. Baseboard - 3 1/4"	8.17 LF @	3.15 =	25.74

ROSIE\_L\_HUNT

6/25/2013

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**CONTINUED - Family Room**

DESCRIPTION	QNTY	UNIT COST	TOTAL
203. Clean and deodorize carpet	285.19 SF @	0.41 =	116.93

**ds bath** Height: 8'

**Door** **2' 6" X 6' 8"** **Opens into ROOM4**

DESCRIPTION	QNTY	UNIT COST	TOTAL
172. Baseboard - 3 1/4"	18.67 LF @	3.15 =	58.81
173. Paint baseboard - two coats	18.67 LF @	1.04 =	19.42
174. Mask and prep for paint - plastic, paper, tape (per LF)	21.17 LF @	0.95 =	20.11
175. Paint the walls and ceiling - two coats	180.58 SF @	0.69 =	124.60
176. Casing - 2 1/4"	14.00 LF @	1.88 =	26.32
177. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA @	22.70 =	22.70

**Nook** Height: 8'

**Missing Wall - Goes to Floor** **3' 8" X 6' 8"** **Opens into FAMILY\_ROOM**

**Door** **2' 6" X 6' 8"** **Opens into DS\_BATH**

**Door** **2' 6" X 6' 8"** **Opens into GARAGE**

DESCRIPTION	QNTY	UNIT COST	TOTAL
183. Drywall patch / small repair, ready for paint	1.00 EA @	64.26 =	64.26
185. Baseboard - 3 1/4"	14.67 LF @	3.15 =	46.21
186. Paint baseboard - two coats	14.67 LF @	1.04 =	15.26
187. Mask and prep for paint - plastic, paper, tape (per LF)	23.33 LF @	0.95 =	22.16
188. Paint the walls and ceiling - two coats	162.08 SF @	0.69 =	111.84
189. Casing - 2 1/4"	14.00 LF @	1.88 =	26.32
190. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA @	22.70 =	22.70
196. Carpet pad	33.19 SF @	0.53 =	17.59
197. Lay existing carpet - Labor only	33.19 SF @	0.48 =	15.93
198. Clean and deodorize carpet	33.19 SF @	0.41 =	13.61



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**Grand Total Areas:**

5,891.65 SF Walls	2,568.97 SF Ceiling	8,460.62 SF Walls and Ceiling
2,568.97 SF Floor	285.44 SY Flooring	730.03 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	841.20 LF Ceil. Perimeter
2,568.97 Floor Area	2,773.00 Total Area	5,891.65 Interior Wall Area
3,164.72 Exterior Wall Area	371.67 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



# Universal North America Insurance Company

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## Recap by Room

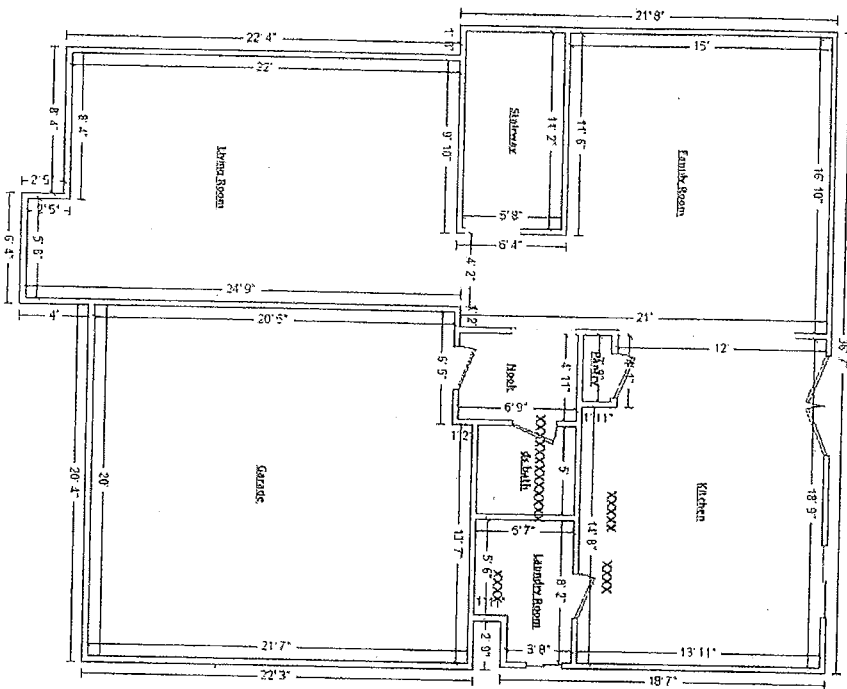
Estimate: ROSIE\_L\_HUNT

### Area: Main Level

mbath	897.33	10.51%
WALK-IN	497.98	5.84%
Master Bedroom	167.37	1.96%
land	585.22	6.86%
toilet	232.17	2.72%
den	110.36	1.29%
hall van	553.83	6.49%
hall bath	311.97	3.66%
b1	307.44	3.60%
b1 clos	4.65	0.05%
b1 clos 2	194.41	2.28%
Kitchen	2,265.58	26.55%
Pantry	126.70	1.48%
Laundry Room	757.12	8.87%
Family Room	116.93	1.37%
ds bath	271.96	3.19%
Nook	355.88	4.17%
Living Room	132.18	1.55%
Stairway	56.98	0.67%
Garage	354.59	4.15%
Cleaning	233.48	2.74%
<hr/>		
Area Subtotal: Main Level	8,534.13	100.00%
<hr/>		
Subtotal of Areas	8,534.13	100.00%
<hr/>		
Total	8,534.13	100.00%

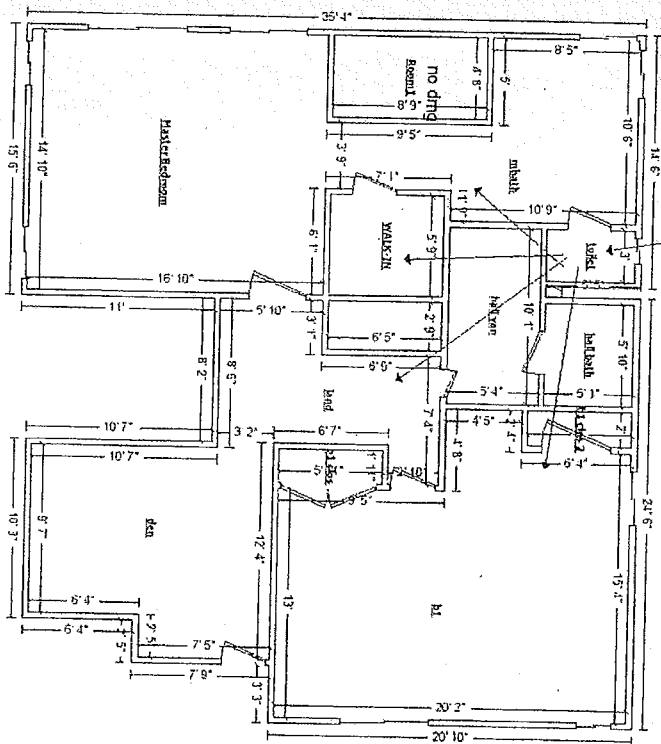
Downstairs

22' low, 23.5' up, 28" hp, 3'4" island x 2



Start here

Upstairs



Main Level

**Universal North America**  
P.O. Box 50908, Sarasota, FL 34232  
T: (888) 877-0770 F: (866) 465-1759  
[www.universalthatamerica.com](http://www.universalthatamerica.com)

July 23, 2013

Rosie Hunt  
1831 Webber Way  
Chula Vista, CA 91913

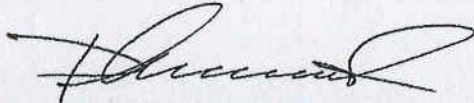
**RE: INSURED : ROSIE HUNT**  
**CLAIM NO : 1301CA24000493**  
**D/O/LOSS : 06/22/2013**

Dear Rosie L. Hunt:

Enclosed is a supplemental estimate by Apex for additional repairs needed totaling \$1,796.56 and corresponding check payable to you and Apex.

Please call me with any questions.

Sincerely,



David Crauwels  
Inside Claims Representative  
(888) 877-0770; Ext. 6634  
[claims@uihna.com](mailto:claims@uihna.com)

Enclosures: Estimate / Payment



**Apex Contracting & Restoration, Inc.**

4421 Glacier Ave.  
San Diego, CA. 92120  
619-255-3022 Phone / 619-255-1003 Fax

Client: Rosie Hunt  
Property: 1831 Webber Way  
Chula Vista, CA 91913

Home: [REDACTED]

Operator Info:  
Operator: MIKE

Estimator: Mike Murad

Business: (619) 822-0729  
E-mail: mmurad@apex411.com

Type of Estimate: Water Damage  
Date Entered: 6/25/2013                      Date Assigned: 6/24/2013

Price List: CASD7X\_JUN13  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: 6955-DKI-HUNT-REST

Apex Contracting and Restoration, Inc. was contacted on 6-22-2013, regarding water damage at the subject property. The affected areas were reported as being the Master Bathroom, 2nd bath upstairs, 2nd floor hallway, downstairs bathroom, down stairs hallway, living room, kitchen, laundry room. Apex was requested to provide on an emergency basis, water damage mitigation of the affected areas, including demolition, cleaning, water extraction, dry out, and inspection of the areas using industry standard procedures and precautions.

SUPPLIMENT TO DARYL BUNDY'S REPAIR ESTIMETE. MDF DOOR JAMS EXPANDED DUE TO WATER AND NEED TO BE REMOVED AND REPLACED. DOOR SLABS AND HARDWARE TO BE REUSED.

The following scope of work represents the labor, material, and equipment required to contain & protect undamaged contents and finishes, remove damaged building materials, and dispose of those materials, including drying out of the remaining building materials and structure at the areas indicated using industry standard rates.

Our goal at Apex Contracting & Restoration, Inc. is to provide you with value and excellent service. If you have any questions regarding this scope of work, please contact me at your earliest convenience.

Mike Murad

Estimator

Apex Contracting & Restoration, Inc.

Office 619-255-3022

Fax 619-255-1003

Cell 619-822-0729

mmurad@apex411.com

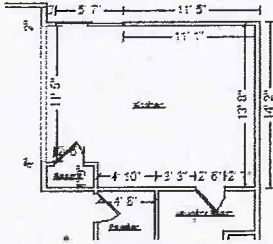


**Apex Contracting & Restoration, Inc.**

4421 Glacier Ave.  
 San Diego, CA. 92120  
 619-255-3022 Phone / 619-255-1003 Fax

**6955-DKI-HUNT-REST**

**First Floor  
 Main Level**



**Kitchen**

**Height: 8'**

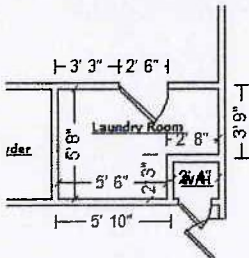
422.56 SF Walls	230.14 SF Ceiling
652.69 SF Walls & Ceiling	230.14 SF Floor
25.57 SY Flooring	50.92 LF Floor Perimeter
62.33 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

11' 5" X 6' 8"

Opens into FAMILY ROOM

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
5. R&R Wood door frame & trim (for a 2" x 4" wall) Door jams to pantry.	16.50 LF	0.97	9.02	164.84
6. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA	0.00	22.31	22.31
<b>Totals: Kitchen</b>				<b>187.15</b>



**Laundry Room**

**Height: 8'**

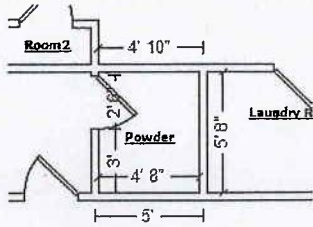
221.33 SF Walls	40.28 SF Ceiling
261.61 SF Walls & Ceiling	40.28 SF Floor
4.48 SY Flooring	27.67 LF Floor Perimeter
27.67 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1. R&R Wood door frame & trim (for a 2" x 4" wall)	16.50 LF	0.97	9.02	164.84
2. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA	0.00	22.31	22.31
<b>Totals: Laundry Room</b>				<b>187.15</b>



**Apex Contracting & Restoration, Inc.**

4421 Glacier Ave.  
 San Diego, CA. 92120  
 619-255-3022 Phone / 619-255-1003 Fax



**Powder**

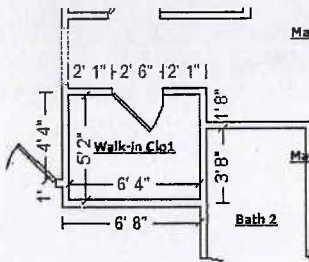
**Height: 8'**

165.33 SF Walls	26.44 SF Ceiling
191.78 SF Walls & Ceiling	26.44 SF Floor
2.94 SY Flooring	20.67 LF Floor Perimeter
20.67 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
3. R&R Wood door frame & trim (for a 2" x 4" wall)	16.50 LF	0.97	9.02	164.84
4. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA	0.00	22.31	22.31
<b>Totals: Powder</b>				<b>187.15</b>
<b>Total: Main Level</b>				<b>561.45</b>
<b>Total: First Floor</b>				<b>561.45</b>

**Second Floor**

**Main Level**



**Walk-in Clo1**

**Height: 8'**

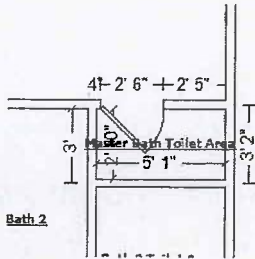
184.00 SF Walls	32.72 SF Ceiling
216.72 SF Walls & Ceiling	32.72 SF Floor
3.64 SY Flooring	23.00 LF Floor Perimeter
23.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
13. R&R Wood door frame & trim (for a 2" x 4" wall)	16.50 LF	0.97	9.02	164.84
14. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA	0.00	22.31	22.31
<b>Totals: Walk-in Clo1</b>				<b>187.15</b>



**Apex Contracting & Restoration, Inc.**

4421 Glacier Ave.  
 San Diego, CA. 92120  
 619-255-3022 Phone / 619-255-1003 Fax

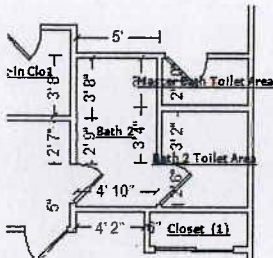


**Master Bath Toilet Area**

**Height: 8'**

126.67 SF Walls	14.40 SF Ceiling
141.07 SF Walls & Ceiling	14.40 SF Floor
1.60 SY Flooring	15.83 LF Floor Perimeter
15.83 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
15. R&R Wood door frame & trim (for a 2" x 4" wall)	16.50 LF	0.97	9.02	164.84
16. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA	0.00	22.31	22.31
<b>Totals: Master Bath Toilet Area</b>				<b>187.15</b>

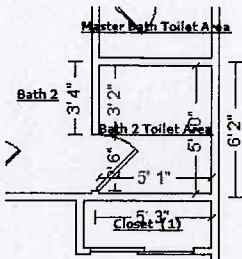


**Bath 2**

**Height: 8'**

221.33 SF Walls	43.50 SF Ceiling
264.83 SF Walls & Ceiling	43.50 SF Floor
4.83 SY Flooring	27.67 LF Floor Perimeter
27.67 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
9. R&R Wood door frame & trim (for a 2" x 4" wall)	16.50 LF	0.97	9.02	164.84
10. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA	0.00	22.31	22.31
<b>Totals: Bath 2</b>				<b>187.15</b>



**Bath 2 Toilet Area**

**Height: 8'**

174.67 SF Walls	29.65 SF Ceiling
204.32 SF Walls & Ceiling	29.65 SF Floor
3.29 SY Flooring	21.83 LF Floor Perimeter
21.83 LF Ceil. Perimeter	

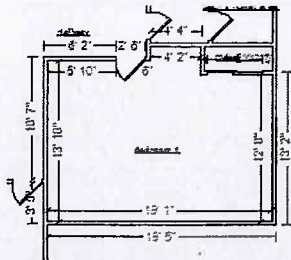


**Apex Contracting & Restoration, Inc.**

4421 Glacier Ave.  
 San Diego, CA. 92120  
 619-255-3022 Phone / 619-255-1003 Fax

**CONTINUED - Bath 2 Toilet Area**

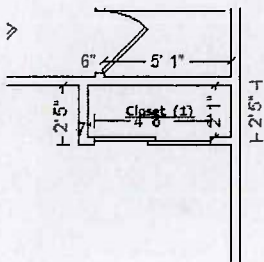
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
7. R&R Wood door frame & trim (for a 2" x 4" wall)	16.50 LF	0.97	9.02	164.84
8. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA	0.00	22.31	22.31
<b>Totals: Bath 2 Toilet Area</b>				<b>187.15</b>



**Bedroom 3**

**Height: 8'**

546.67 SF Walls	262.10 SF Ceiling
808.76 SF Walls & Ceiling	262.10 SF Floor
29.12 SY Flooring	68.33 LF Floor Perimeter
68.33 LF Ceil. Perimeter	



**Subroom: Closet (1)**

**Height: 8'**

125.33 SF Walls	11.98 SF Ceiling
137.31 SF Walls & Ceiling	11.98 SF Floor
1.33 SY Flooring	15.67 LF Floor Perimeter
15.67 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
11. R&R Wood door frame & trim (for a 2" x 4" wall)	16.50 LF	0.97	9.02	164.84
12. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA	0.00	22.31	22.31
<b>Totals: Bedroom 3</b>				<b>187.15</b>
<b>Total: Main Level</b>				<b>935.75</b>
<b>Total: Second Floor</b>				<b>935.75</b>
<b>Line Item Totals: 6955-DKI-HUNT-REST</b>				<b>1,497.20</b>



**Apex Contracting & Restoration, Inc.**

4421 Glacier Ave.  
San Diego, CA. 92120  
619-255-3022 Phone / 619-255-1003 Fax

**Grand Total Areas:**

7,259.83 SF Walls	2,498.66 SF Ceiling	9,758.49 SF Walls and Ceiling
2,552.24 SF Floor	283.58 SY Flooring	858.53 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	906.06 LF Ceil. Perimeter
2,552.24 Floor Area	1,325.44 Total Area	5,946.89 Interior Wall Area
2,701.77 Exterior Wall Area	300.20 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



**Apex Contracting & Restoration, Inc.**

4421 Glacier Ave.  
San Diego, CA. 92120  
619-255-3022 Phone / 619-255-1003 Fax

**Summary**

Line Item Total			1,497.20
Overhead	@	10.0%	149.68
Profit	@	10.0%	149.68
<b>Replacement Cost Value</b>			<b>\$1,796.56</b>
<b>Net Claim</b>			<b>\$1,796.56</b>

\_\_\_\_\_  
Mike Murad

# WORK ORDER

929 Rancheros Drive  
San Marcos, CA 92069

Phone (760) 432-6417 • (619) 234-0382

Ticket # 14460  
Job Date / Time 6/28/13  
Call Date / Time \_\_\_\_\_ / \_\_\_\_\_  
Point person \_\_\_\_\_  
Ref by \_\_\_\_\_



**AMERICAN  
LEAK  
DETECTION**

THE ORIGINAL LEAK SPECIALISTS

**SITE / TENANT**

**PROP OWNER**

NAME Rose Hunt  
CONTACT \_\_\_\_\_  
ADDRESS 1831 Webber Way  
CITY Chula Vista ZIP 91913  
HOME PHONE \_\_\_\_\_ CELL \_\_\_\_\_  
WORK PHONE \_\_\_\_\_ FAX \_\_\_\_\_

NAME David Morse & Associates  
CONTACT Dwight Bundy CLAIM # 13016424000  
ADDRESS \_\_\_\_\_ ZIP 493  
CITY \_\_\_\_\_  
HOME PHONE (619) 840-0531 CELL \_\_\_\_\_  
WORK PHONE \_\_\_\_\_ FAX \_\_\_\_\_

JOB COMPLETE

RETURNING ON \_\_\_ / \_\_\_ / \_\_\_

**TERMS AND GUARANTEE**

Thank you for the opportunity to be of service to you. We strive to please, so if you are in any way not satisfied with our service, please let us know!

To avoid any misunderstanding, we point out that our guarantee is as follows, unless otherwise stated:

All leak location and detection work is guaranteed for 30 days from the date of completion. We will re-test the system if it is reported within the above 30 day period that a leak still exists. American Leak Detection will not be liable for any consequential losses arising from inaccurate location in excess of the fee paid.

Minor repairs are guaranteed for 30 days. Major repairs are guaranteed for 5 years. All repairs are guaranteed from the date of completion for defects in workmanship only.

All repairs made by American Leak Detection include retesting for further leakage at no additional charge. Repairs made by others can be retested upon request. The testing will carry a minimum \$150 service charge.

*S/C.*  
*Tech ran sewer camera in*  
*Ran double clean out in*  
*garage tech found no breaks,*  
*bellies or blockages. Ran*  
*up stairs. Filled tub*  
*and drained. No water appeared*  
*anywhere in the house or*  
*outside. Tech believes a soft*  
*blockage occurred causing damage*  
*to house. Home builder sent*  
*out three plumbers, who*  
*snaked toilet. Everything is*  
*claiming proper this is*  
*time, 2/no leaks*

Ticket charges:	
Detection	\$ <u>225</u>
Repair	\$
Pipe Charge	\$
Service Plumbing	\$
After Hours	\$
Helium	\$
Travel Time	\$
Others	\$
<b>Total Charges:</b>	<u>225</u>
Customer Payment	\$ <u>225</u>
Check/Credit Card #	Expires
<b>PL000302</b>	/

The work is satisfactory and the charges are agreed. I agree to pay a reasonable charge for collection, including attorneys' fee, in the event of my default, as well as penalty interest of 1.5% per month, 18% per annum. Homeowners are responsible for all charges not covered by insurance company.

Customer name (please print) ROSIE HUNT  
Customer signature Rose Hunt Date 6/28/13  
CACH OFFICE INDEPENDENTLY OWNED AND OPERATED.  
Technician Max Olan Date 6/28 Invoice # \_\_\_\_\_

<b>CLAIM NO.</b> 1301CA24000493	<b>POLICY NO.</b> [REDACTED]	<b>LOSS DATE</b> 06/22/2013	<b>CHECK NO.</b> [REDACTED]
<b>INSURED</b> ROSIE L HUNT			<b>DATE</b> 07 /08 /2013
			<b>AMOUNT</b> *****\$1,400.00
 <b>Universal North America Insurance Co.</b> P.O. Box 50907 Sarasota, FL 34232			
<b>PAYEE</b>	One Thousand Four Hundred And NO/100 Dollars		
	*****\$1,400.00		
	ROSIE L HUNT 1831 WEBBER WAY Chula Vista CA 91913		

**REMARKS**  
Loss of Us,LO,Loss of use during restoration of home - 14 days @ \$  
100 per diem. dc

CLAIMS 1301CA24000493/13070813515800

19 167663 5038 0 162022

6/24/13

ROSIE L HUNT  
1831 WEBBER WAY  
Chula Vista, CA 91913-4375

RE: Insured : ROSIE L HUNT  
Claim Number : 1301CA24000493  
Date of Loss : 6/22/2013  
Policy Number : XXXXXXXXXX

Dear ROSIE L HUNT:

We acknowledge receipt of the above captioned claim.

Your claim has been assigned to **DAVID CRAUWELS** at (888) 877-0770, Ext. 6634.

It is our goal to contact you within 1 business day of you reporting your loss. Your complete satisfaction is our priority.

Pursuant to the Californian Insurance Code Section 790.034, we provide the follow notice:

***In addition to Section 790.03 of the Insurance Code, Fair Claims Settlement Practices Regulations govern how insurance claims must be processed in this state. These regulations are available at the Department of Insurance Internet Web site, [www.insurance.ca.gov](http://www.insurance.ca.gov). You may also obtain a copy of this law and these regulations free of charge from this insurer.***

***790.03. The following are hereby defined as unfair methods of competition and unfair and deceptive acts or practices in the business of insurance.***

***(h) Knowingly committing or performing with such frequency as to indicate a general business practice any of the following unfair claims settlement practices:***

***(1) Misrepresenting to claimants pertinent facts or insurance policy provisions relating to any coverages at issue.***

***(2) Failing to acknowledge and act reasonably promptly upon communications with respect to claims arising under insurance policies.***

***(3) Failing to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.***

***(4) Failing to affirm or deny coverage of claims within a reasonable time after proof of loss requirements have been completed and submitted by the insured.***

**(5) Not attempting in good faith to effectuate prompt, fair, and equitable settlements of claims in which liability has become reasonably clear. (6) Compelling insureds to institute litigation to recover amounts due under an insurance policy by offering substantially less than the amounts ultimately recovered in actions brought by the insureds, when the insureds have made claims for amounts reasonably similar to the amounts ultimately recovered.**

**(7) Attempting to settle a claim by an insured for less than the amount to which a reasonable person would have believed he or she was entitled by reference to written or printed advertising material accompanying or made part of an application.**

**(8) Attempting to settle claims on the basis of an application which was altered without notice to, or knowledge or consent of, the insured, his or her representative, agent, or broker.**

**(9) Failing, after payment of a claim, to inform insureds or beneficiaries, upon request by them, of the coverage under which payment has been made.**

**(10) Making known to insureds or claimants a practice of the insurer of appealing from arbitration awards in favor of insureds or claimants for the purpose of compelling them to accept settlements or compromises less than the amount awarded in arbitration.**

**(11) Delaying the investigation or payment of claims by requiring an insured, claimant, or the physician of either, to submit a preliminary claim report, and then requiring the subsequent submission of formal proof of loss forms, both of which submissions contain substantially the same information.**

**(12) Failing to settle claims promptly, where liability has become apparent, under one portion of the insurance policy coverage in order to influence settlements under other portions of the insurance policy coverage.**

**(13) Failing to provide promptly a reasonable explanation of the basis relied on in the insurance policy, in relation to the facts or applicable law, for the denial of a claim or for the offer of a compromise settlement.**

**(14) Directly advising a claimant not to obtain the services of an attorney.**

**(15) Misleading a claimant as to the applicable statute of limitations.**

**(16) Delaying the payment or provision of hospital, medical, or surgical benefits for services provided with respect to acquired immune deficiency syndrome or AIDS-related complex for more than 60 days after the insurer has received a claim for those benefits, where the delay in claim payment is for the purpose of investigating whether the condition preexisted the coverage. However, this 60-day period shall not include any time during which the insurer is awaiting a response for relevant medical information from a health care provider.**

**(i) Canceling or refusing to renew a policy in violation of Section 676.10.**

Pursuant to the Californian Insurance Code Section 791.28, we provide the follow notice:

***This insurer reports claim information to one or more claims information databases. The claim information is used to furnish loss history reports to insurers. If you are interested in obtaining a report from a claims information database, you may do so by contacting ISO ClaimSearch Customer Support 1-800-888-4476, or via the internet at [www.iso.com](http://www.iso.com).***

Should you have any questions, please feel free to call. Thank you for choosing Universal North America Insurance Company.

Respectfully,

David Crauwels,  
Property Claims Examiner  
Claims Department



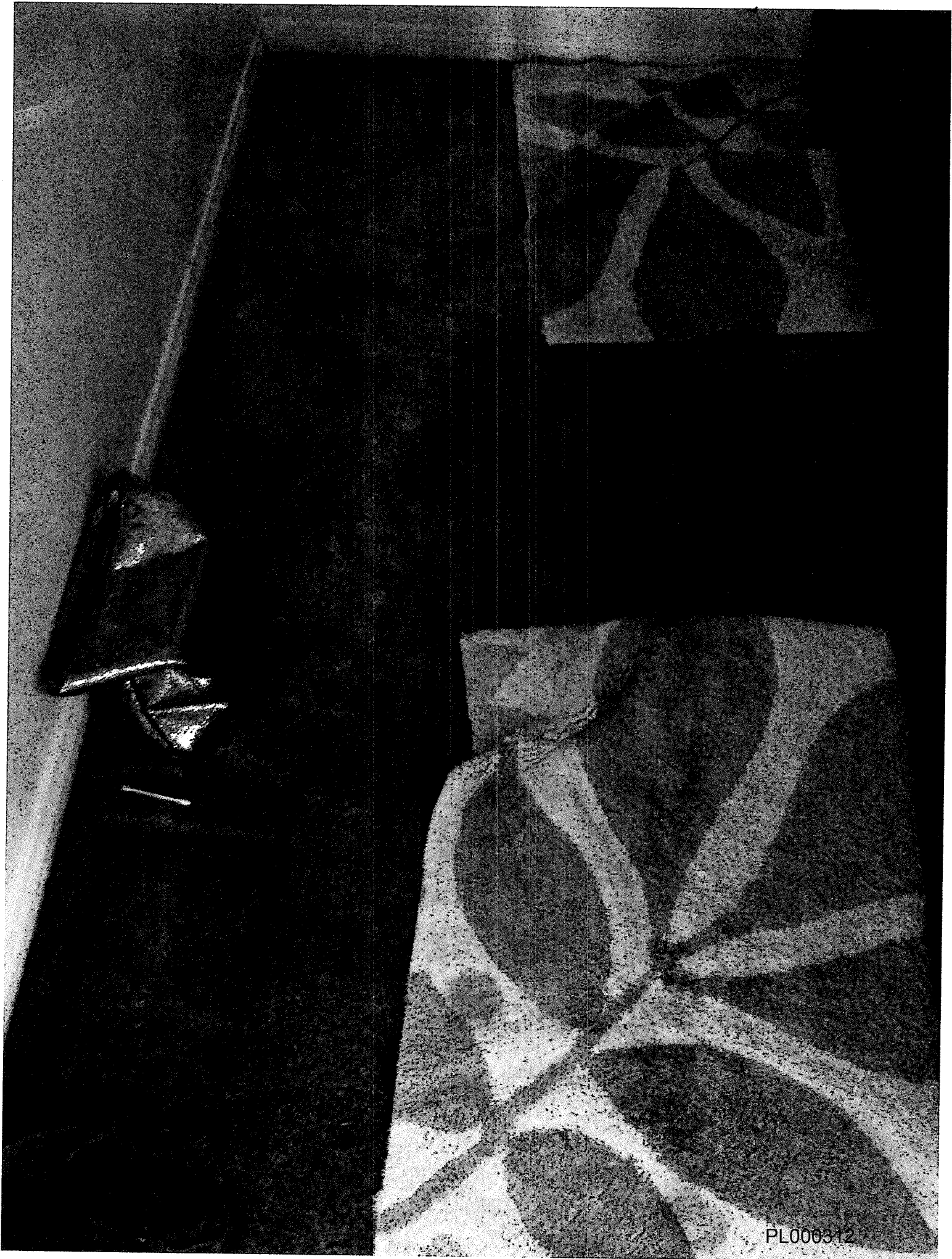






PL000310





PL000312



PL000313



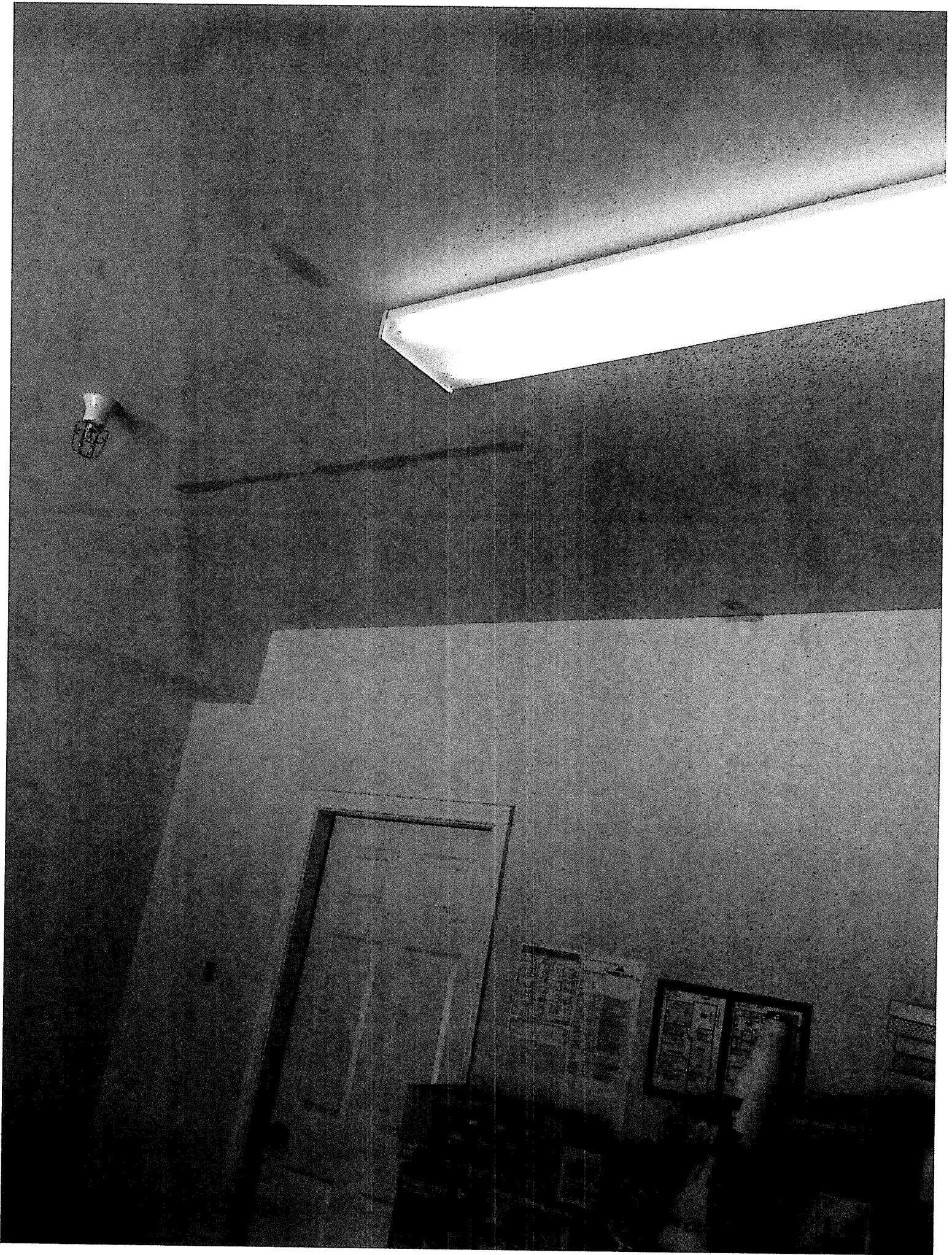


**VISION**  
Recycled Copy Paper



**Hamilton Beach**  
Cook-Mat

PL000315





Rheem

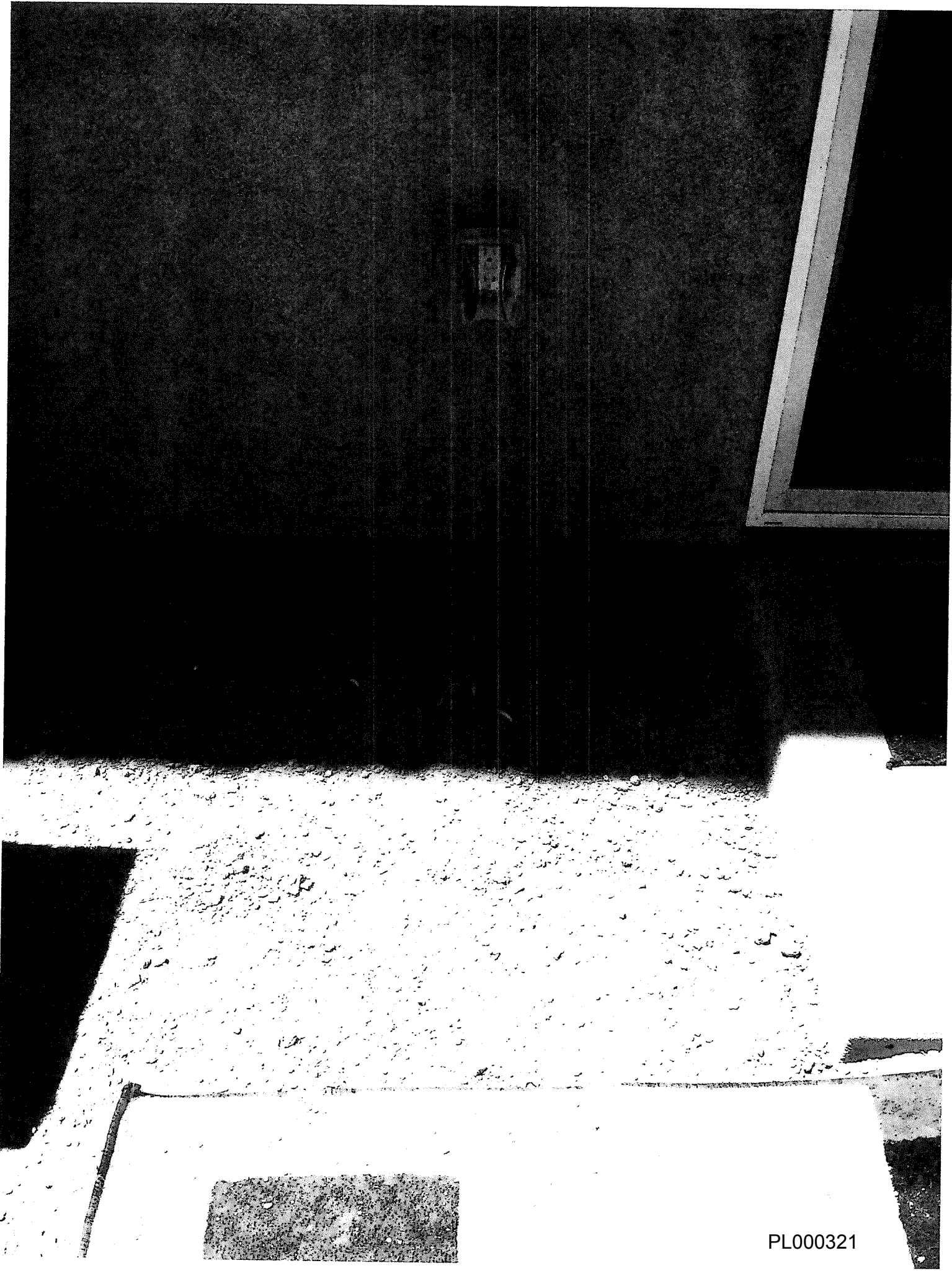


PL000318

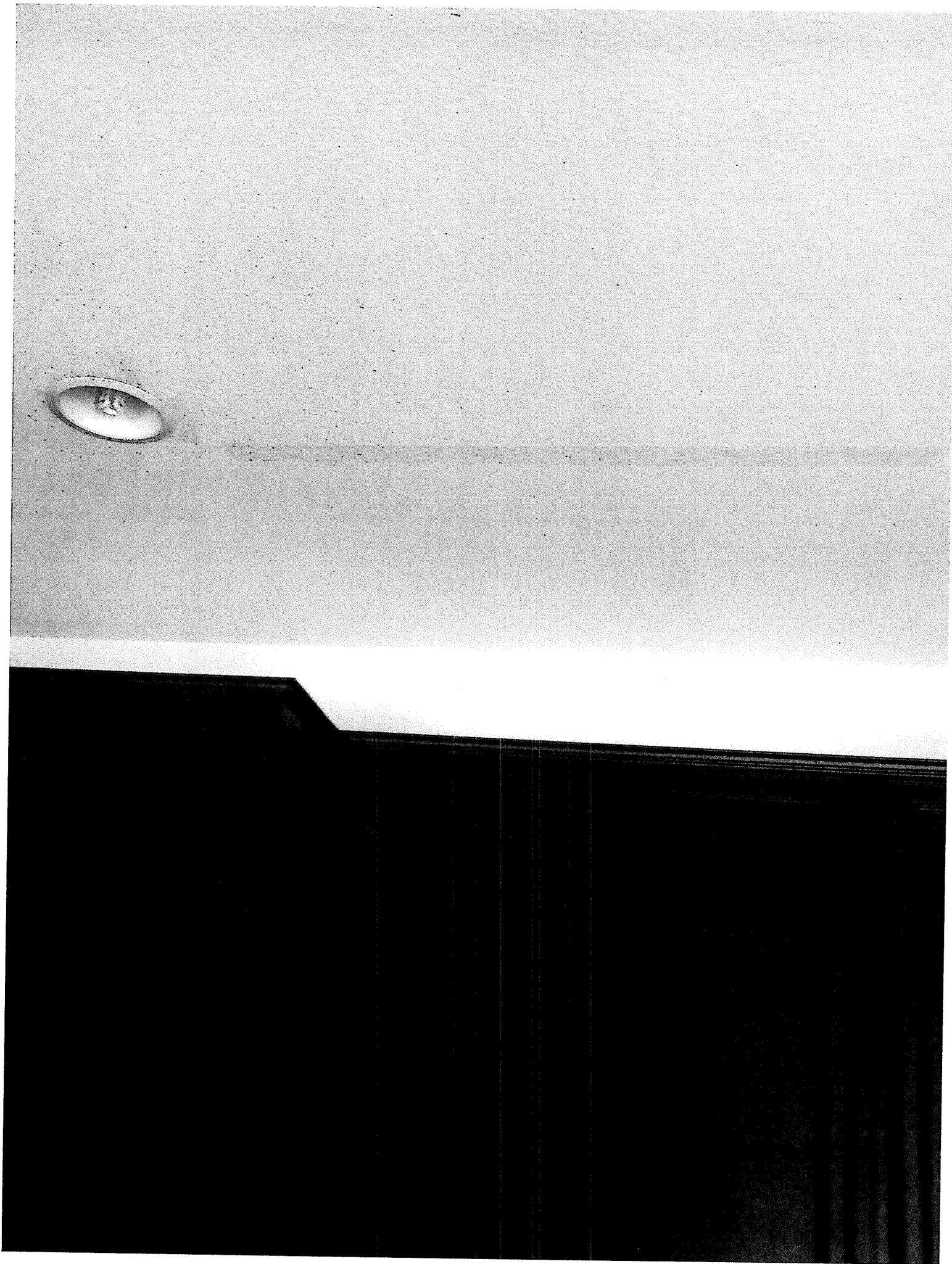


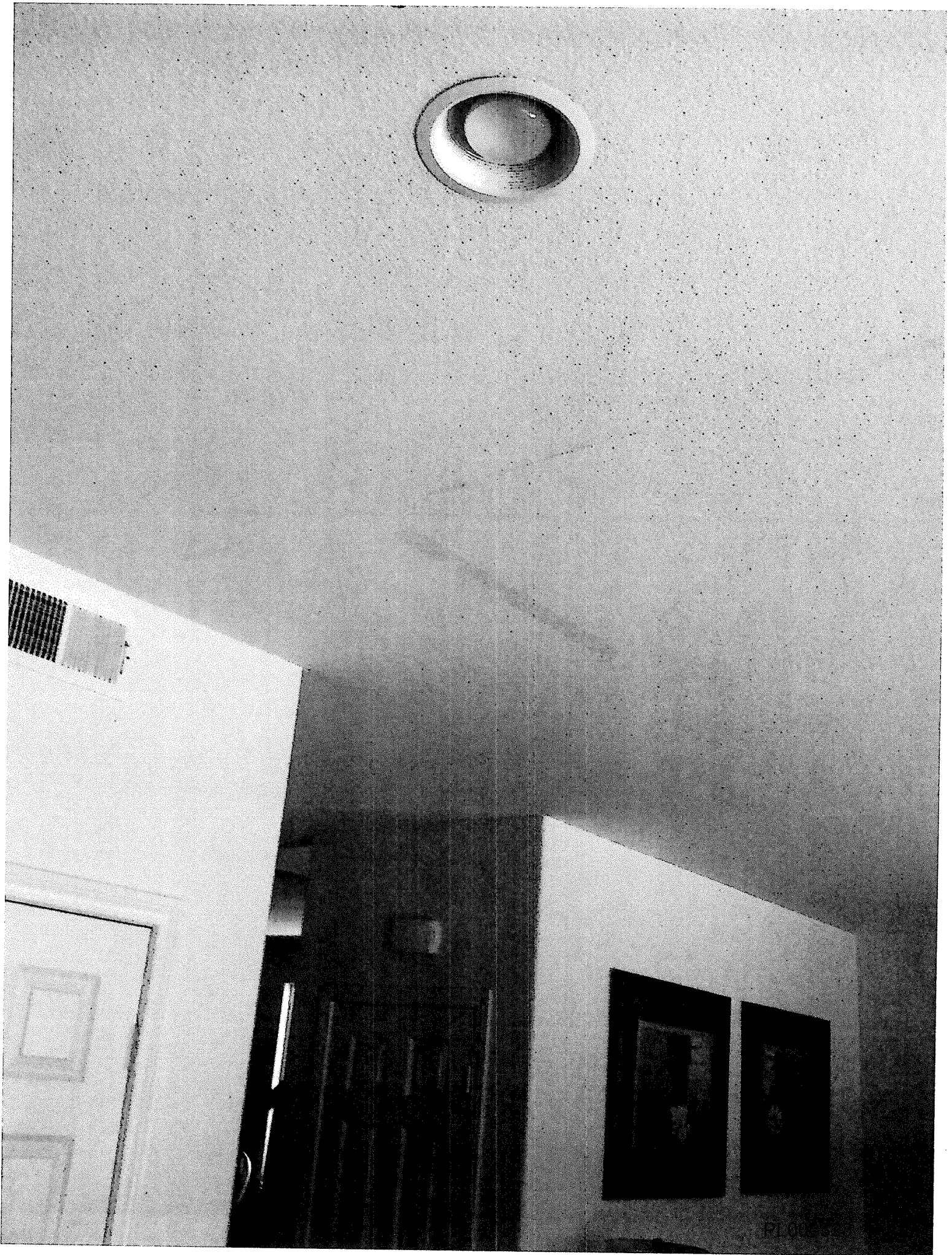
PL000319





PL000321









PL000

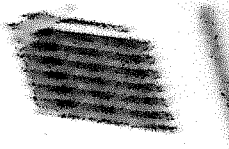
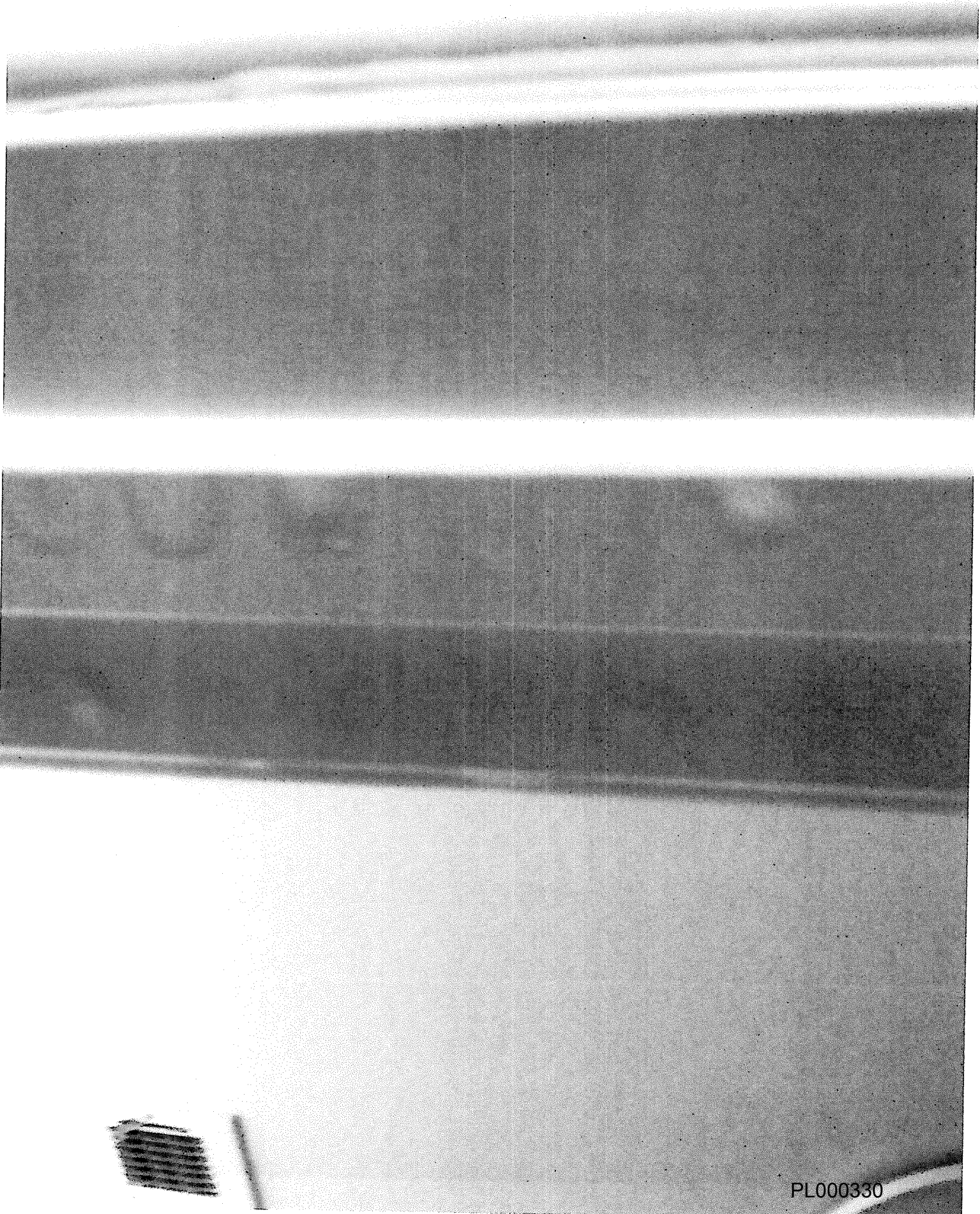






PL000328





PL000330





PL000362

All ROSIE HUNT, search your mailbox

Search Mail Search Web

Home ROSIE

Compose Archive Move Delete Spam Collapse All

Add Gmail, Outlook, AOL and more

Inbox (4)

Drafts

Sent

Archive

Spam (1)

Trash

Smart Views

Folders (16)

- ASHLEY FELIX
- BRANDI HUNT COLLE...
- COMPUTER STUFF
- MOM PERSO... (11)
- Notes
- USAA LIFE INSURANCE
- VA LOAN INFORMATI...
- WATER DAM... (5)

Recent

Builder (4)

- Rosie** 06/23/13 at 9:30 AM ^
- Paige Buckner** Hi Rosie. You can fill this out and fax it from my office 06/23/13 at 12:01 PM
- Rosie** 06/23/13 at 12:56 PM

**Paige Buckner** <pbuckner@mcmillin.com> 06/23/13 at 2:01 PM

To: 'Rosie'

Perfect.  
I'm thinking about you!  
:p

Paige Buckner | Ca DRE # 01298856  
Jacaranda by McMillin Communities | Sales Counselor  
1810 Webber Way | Chula Vista, Ca 91913  
T 619-794-1703 | F 619-336-3025

-----Original Message-----

From: Rosie [mailto: [REDACTED]]  
Sent: Sunday, June 23, 2013 12:57 PM  
To: Paige Buckner  
Subject: Re: Builder

Paige  
I have been filling out the form since last week listing items that I found after the inspection. I will add it to the list and thanks.

Rosie

Sent from my iPhone

On Jun 23, 2013, at 12:01 PM, Paige Buckner <pbuckner@mcmillin.com> wrote:

- > Hi Rosie,
- >
- > You can fill this out and fax it from my office or however you want to.
- > Also you can email. Information below:
- >
- > Customer Service contact info
- >
- > They can fax to 619-421-1461, email to [sandiegocs@mcmillin.com](mailto:sandiegocs@mcmillin.com), or our on line form at [mcmillinhomes.com](http://mcmillinhomes.com), click on san diego then the customer service tab.
- >
- >
- > [sandiegocs@mcmillin.com](mailto:sandiegocs@mcmillin.com)
- >
- >
- > Paige Buckner | Ca DRE # 01298856
- > Jacaranda by McMillin Communities | Sales Counselor 1810 Webber Way|
- > Chula Vista, Ca 91913 T 619-794-1703 | F 619-336-3025
- >
- > -----Original Message-----
- > From: Rosie [mailto: [REDACTED]]
- > Sent: Sunday, June 23, 2013 9:31 AM
- > To: Paige Buckner
- > Subject: Builder
- >
- > Paige the restoration team pulled up the carpet in the closet and look at this huge 10 x1 inch hole. Please let me know who I need to contact to have it repaired. Thank you.
- >
- > <Homeowner Service Request.pdf>

Reply Reply to All Forward More

**Subject:** RE: Builder  
**From:** Paige Buckner (pbuckner@mcmillin.com)  
**To:** rhunt1550@yahoo.com;  
**Date:** Sunday, June 23, 2013 2:01 PM

Perfect.  
I'm thinking about you!  
;p

Paige Buckner | Ca DRE # 01298856  
Jacaranda by McMillin Communities | Sales Counselor  
1810 Webber Way | Chula Vista, Ca 91913  
T 619-794-1703 | F 619-336-3025

-----Original Message-----

From: Rosie [REDACTED]  
Sent: Sunday, June 23, 2013 12:57 PM  
To: Paige Buckner  
Subject: Re: Builder

Paige  
I have been filling out the form since last week listing items that I found after the inspection. I will add it to the list and thanks.

Rosie

Sent from my iPhone

On Jun 23, 2013, at 12:01 PM, Paige Buckner <pbuckner@mcmillin.com> wrote:

> Hi Rosie,  
>  
> You can fill this out and fax it from my office or however you want to.  
> Also you can email. Information below:  
>  
> Customer Service contact info  
>  
> They can fax to 619-421-1461, email to sandiegocs@mcmillin.com, or our on line form at  
mcmillinhomes.com, click on san diego then the customer service tab.  
>  
>  
> sandiegocs@mcmillin.com  
>  
>  
> Paige Buckner | Ca DRE # 01298856



PL000335

All ROSIE HUNT, search your mailbox

Search Mail Search Web

Home ROSIE

Compose Archive Move Delete Spam Collapse All

Add Gmail, Outlook, AOL, and more

Inbox (5)

Drafts

Sent

Archive

Spam (1)

Trash

Smart Views

Folders (16)

- ASHLEY FELIX
- BRANDI HUNT COLLE...
- COMPUTER STUFF
- MOM PERSO... (11)
- Notes
- USAA LIFE INSURANCE
- VA LOAN INFORMATI...
- WATER DAM... (5)

Recent

Picture (2)

Rosie 06/30/13 at 5:03 PM

Hunt, Rosie L CIV SPAWARSSYSCEN-PACIFIC, 83310 7/01/13 at 6:23 PM

To [Redacted]

Keep,  
This is a response from the builder representative of McMillin.

Sincerely,

Ms. Rosie Hunt  
 SSC Pacific  
 Personnel Security Office  
 Code 83310  
 53560 Hull Street  
 San Diego, CA 92152  
 (619) 553-3208  
 (619) 553-9703 (Fax)  
 E-Mail: (N) [Rosie.Hunt@Navy.Mil](mailto:Rosie.Hunt@Navy.Mil)  
 S-Mail: (S) [rlhunt@spawar.navy.smil.mil](mailto:rlhunt@spawar.navy.smil.mil)

This signature line and my digital signature is the equivalent of a hard copy signature, serving to authenticate that I have the authority to send this e-mail and to indicate I have consciously decided that it should have the same legal authority normally accorded to an actual hard copy signature.

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY. If this e-mail is marked FOR OFFICIAL USE ONLY it may be exempt from mandatory disclosure under FOIA. DoD 5400.7R, DoD Freedom of Information Act Program; DoD Directive 5230.9, Clearance of DoD Information for Public Release; and, DoD Instruction 5230.29, Security and Policy Review of DoD Information for Public Release, apply.

-----Original Message-----

From: Al Macias [mailto:[amacias@mcmillin.com](mailto:amacias@mcmillin.com)]  
 Sent: Monday, July 01, 2013 2:12 PM  
 To: Hunt, Rosie L CIV SPAWARSSYSCEN-PACIFIC, 83310  
 Cc: Cesar Chao; Kristine Hendrickson  
 Subject: RE: Picture

Hello Rosie, yes this is normal it release's water pressure when it needs too. It's O.K. its like a back Flow device.

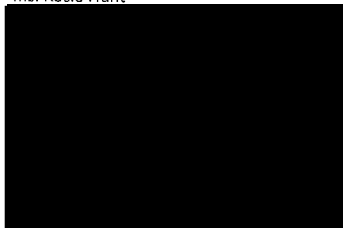
-----Original Message-----

From: Hunt, Rosie L CIV SPAWARSSYSCEN-PACIFIC, 83310 [mailto:[rlhunt@spawar.navy.smil.mil](mailto:rlhunt@spawar.navy.smil.mil)]  
 Sent: Monday, July 01, 2013 9:15 AM  
 To: Al Macias  
 Subject: Picture

Al,  
 Not sure what's really going on or if this is a concern but notice the water leakage. The pipe is dry, so is the house, not sure what is causing this concern. Anything you can suggest will be greatly appreciated.

Sincerely,

Ms. Rosie Hunt



**\$29.99** starting at a month for 12 months

**COX** High Speed Internet™

NO CONTRACT. NO RISK. NO CATCH.

BLAZING SPEED

Restrictions Apply

**ORDER NOW**

**COX**

**Subject:** FW: Picture  
**From:** Hunt, Rosie L CIV SPAWARSYSCEN-PACIFIC, 83310 [REDACTED]  
**To:** [REDACTED]  
**Date:** Monday, July 1, 2013 6:23 PM

Keep,  
This is a response from the builder representative of McMillin.

Sincerely,

Ms. Rosie Hunt  
[REDACTED]

This signature line and my digital signature is the equivalent of a hard copy signature, serving to authenticate that I have the authority to send this e-mail and to indicate I have consciously decided that it should have the same legal authority normally accorded to an actual hard copy signature.

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY. If this e-mail is marked FOR OFFICIAL USE ONLY it may be exempt from mandatory disclosure under FOIA. DoD 5400.7R, DoD Freedom of Information Act Program; DoD Directive 5230.9, Clearance of DoD Information for Public Release; and, DoD Instruction 5230.29, Security and Policy Review of DoD Information for Public Release, apply.

-----Original Message-----

From: Al Macias [mailto:amacias@mcmillin.com]  
Sent: Monday, July 01, 2013 2:12 PM  
To: Hunt, Rosie L CIV SPAWARSYSCEN-PACIFIC, 83310  
Cc: Cesar Chao; Kristine Hendrickson  
Subject: RE: Picture

Hello Rosie, yes this is normal it release's water pressure when it needs too. It's O.K. its like a back Flow device.

-----Original Message-----

PL000338

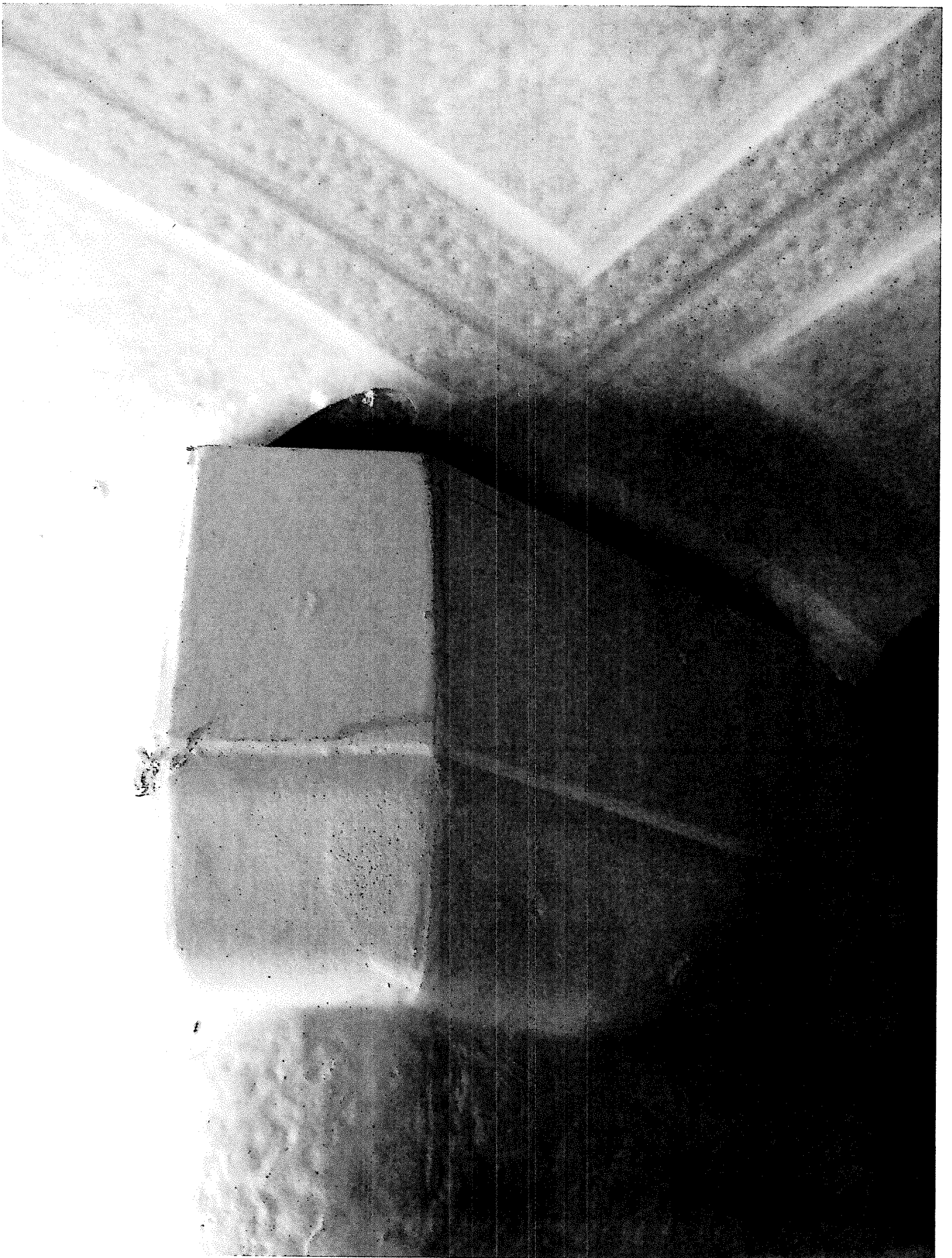


PL000339





PL000341





PL000343

**Subject:** Noise  
**From:** Rosie [REDACTED]  
**To:** sandiegocs@mcmillin.com;  
**Date:** Monday, April 14, 2014 11:36 AM

My name is Rosie Hunt and I live at 1831 webber way in Chula Vista. My lot number is 105. Need to request for a technician to visit my house every time u turn in my water in the upstairs bathroom and get water from my refrigerator u hear a ticking sound. It eventually goes away but the noise is occurring every time I use them! Please reach me at [REDACTED] thank you.

Sent from my iPhone

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- VA LOAN INFORMATI...
- WATER DAM... (5)

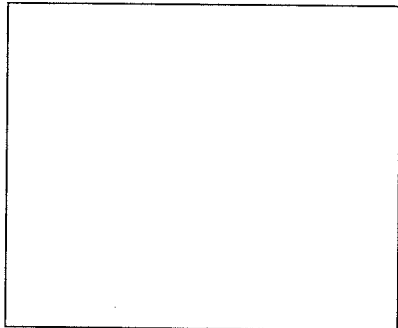
**Rosie** [redacted] 04/14/14 at 11:36 AM  
To sandiegocs@mcmillin.com

My name is Rosie Hunt and I live at 1831 webber way in Chula Vista. My lot number is 105. Need to request for a technician to visit my house every time u turn in my water in the upstairs bathroom and get water from my refrigerator u hear a ticking sound. It eventually goes away but the noise is occurring every time I use them! Please reach me a [redacted] Thank you.

Sent from my iPhone

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**Subject:** Automatic reply: Noise  
**From:** McMillin Customer Service (sandiegocs@mcmillin.com)  
**To:** [REDACTED]  
**Date:** Monday, April 14, 2014 11:36 AM

We have received your repair request. It is being handled by your customer service representative. If you have not been called to discuss your repairs within three business days, please call the number below. If this is an emergency (total electrical outage, total stoppage of your sewer system, water leak that cannot be shut-off at the shut-off valve, loss of Heat/Air during extreme weather conditions - call (619) 421-5311. Please refer to your Homeowner Manual. Thank you, McMillin Customer Service

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**McMillin Customer Service** <sandiegocs@mcmillin.com>/14/14 at 11:36 AM  
To Rosie

We have received your repair request. It is being handled by your customer service representative. If you have not been called to discuss your repairs within three business days, please call the number below. If this is an emergency (total electrical outage, total stoppage of your sewer system, water leak that cannot be shut-off at the shut-off valve, loss of Heat/Air during extreme weather conditions - call (619) 421-5311. Please refer to your Homeowner Manual. Thank you, McMillin Customer Service

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2015 HOUSE REPAIRS (3)

People

rosie.hunt@navy.mil  
(619) 553-3208  
Search emails

ROSIE HUNT Good Evening, I was told to subm 02/11/15 at 7:33 PM

Valerie Medina Hello Rosie, Thank you for your 02/12/15 at 8:39 AM

Hunt, Rosie L CIV SPAWARSYSCEN-PACIFIC, 83310 03/19/15 at 3:08 PM

To 'rhunt1550@yahoo.com'

Keep and review at home on computer

-----Original Message-----

From: ROSIE HUNT [mailto:[redacted]]  
Sent: Wednesday, February 11, 2015, 7:33 PM  
To: [webmaster@waltersmanagement.com](mailto:webmaster@waltersmanagement.com); Hunt, Rosie L CIV SPAWARSYSCEN-PACIFIC, 83310  
Subject: 2015 HOUSE REPAIRS

Good Evening,

I was told to submit any repairs for my house had to be submitted within two years. The attached file is my listing of repairs that need to be fixed. Please feel free to e-mail at this address for any concerns. Thanks.

Ms. Rosie Hunt  
MM/MBA University of Phoenix

2 Attachments View all Download all

smime.p7s MCMILLIA... .xls

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**Subject:** FW: 2015 HOUSE REPAIRS  
**From:** Hunt, Rosie L CIV SPAWARSYSCEN-PACIFIC, 83310 [REDACTED]  
**To:** [REDACTED]  
**Date:** Thursday, March 19, 2015 3:08 PM

Keep and review at home on computer

-----Original Message-----

**From:** ROSIE HUNT [mailto:[REDACTED]]  
**Sent:** Wednesday, February 11, 2015 7:33 PM  
**To:** webmaster@waltersmanagement.com; Hunt, Rosie L CIV SPAWARSYSCEN-PACIFIC, 83310  
**Subject:** 2015 HOUSE REPAIRS

Good Evening,

I was told to submit any repairs for my house had to be submitted within two years. The attached file is my listing of repairs that need to be fixed. Please feel free to e-mail at this address for any concerns. Thanks.

Ms. Rosie Hunt  
MM/MBA University of Phoenix

---

### Attachments

- smime.p7s (5.48KB)
- MCMILLIAN 2015 REPAIRS.xls (14.50KB)

<b>ROOM</b>	<b>FIXTURE</b>
<b>FRONT ROOM AREA</b>	WINDOW SEAL FRAME BASE BOARDS DOOR FRAME INSIDE
<b>1ST FLOOR BATHROOM</b>	OUTSIDE DOOR FRAME BASE BOARDS ELECTRICAL OUTLET INSIDE DOOR FRAME
<b>GARAGE DOOR</b>	DOOR
<b>STAIRS</b>	RAIL BASE BOARDS
<b>LAUNDRY ROOM</b>	CLOTHING RACK WALL BEHIND DRYER CABINET WALL FACING DRYER DOOR FRAME INSIDE WINDOW SEAL FRAME BASE BOARDS
<b>KITCHEN AREA</b>	WOOD CABINETS COUNTER
<b>LIVING ROOM</b>	BASE BOARDS WINDOW SEAL FRAME

**ISSUE**

WINDOW SEAL VARIOUS AREAS ARE CRACKED AND NEEDS REPAIR  
VARIOUS AREAS ARE CRACKED NEEDS REPAIR  
RIGHT/LEFT CORNER IS CRACKED NEEDS REPAIR

UPPER LEFT CORNER FRAME IS CRACKED NEEDS REPAIR  
VARIOUS AREAS ARE CRACKED NEEDS REPAIR  
TOP OUTLET DOES NOT WORK  
UPPER LEFT CORNER FRAME IS CRACKED NEEDS REPAIR

UPPER LEFT/RIGHT CORNER FRAME IS CRACKED NEEDS REPAIR  
CORNER WALL IS CHIPPED AND NEEDS REPAIR  
CRACKED AT POLE FRAME VARIOUS NEEDS REPAIR  
VARIOUS AREAS ARE CRACKED NEEDS REPAIR

WOOD FRAME IS CRACKED AND NEEDS REPAIR  
2 INCH CRACK NEEDS REPAIR  
TOP AND LEFT CORNER IS CRACKED NEEDS REPAIR  
6 INCH CRACK AT BOTTOM OF WALL AND 1 INCH CRACK NEEDS REPAIR  
RIGHT CORNER IS CRACKED NEEDS REPAIR  
ENTIRE FRAME TOP LEFT AND RIGHT CORNER/BOTTOM IS CRACKED  
VARIOUS AREAS ARE CRACKED NEEDS REPAIR

VARIOUS AREAS ARE CRACKED/LOOSE NEEDS REPAIR  
COUNTER FRAME SPLASH IS LOOSE VARIOUS AREAS NEEDS REPAIR

VARIOUS AREAS ARE CRACKED NEEDS REPAIR  
ENTIRE FRAME TOP LEFT AND RIGHT CORNER/BOTTOM IS CRACKED



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  - MOM PERSO... (11)
  - Notes
  - USAA LIFE INSURANCE
  - VA LOAN INFORMATI...
  - WATER DAM... (5)

**McMillin Customer Service** <sandiegocs@mcmillin.com> 04/05/15 at 6:54 PM  
To ROSIE HUNT

We have received your repair request. It is being handled by your customer service representative. If you have not been called to discuss your repairs within three business days, please call the number below. If this is an emergency (total electrical outage, total stoppage of your sewer system, water leak that cannot be shut-off at the shut-off valve, loss of Heat/Air during extreme weather conditions – call (619) 421-5311. Please refer to your Homeowner Manual.

Thank you,  
McMillin Customer Service

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**Subject:** Your e-mail has been received  
**From:** McMillin Customer Service (sandiegocs@mcmillin.com)  
**To:** [REDACTED]  
**Date:** Sunday, April 5, 2015 6:54 PM

We have received your repair request. It is being handled by your customer service representative. If you have not been called to discuss your repairs within three business days, please call the number below. If this is an emergency (total electrical outage, total stoppage of your sewer system, water leak that cannot be shut-off at the shut-off valve, loss of Heat/Air during extreme weather conditions – call (619) 421-5311. Please refer to your Homeowner Manual.

Thank you,

McMillin Customer Service

## CONCURRENT CO-OWNERSHIP INTERESTS

The comparison below is provided for information only. It should not be used to determine how you hold title. We strongly recommend that you seek professional counsel from an attorney and/or CPA to determine the legal and tax consequences of how title is vested.

	Community Property	Joint Tenancy	Tenancy In Common	Tenancy In Partnership	Title Holding Trust	Community Property Right of Survivorship
<b>Parties</b>	Only husband and wife or domestic partners <sup>1</sup>	Any number of persons <sup>1</sup> (can be husband and wife or domestic partners) <sup>2</sup>	Any number of persons <sup>1</sup> (can be husband and wife or domestic partners) <sup>2</sup>	Only partners (any number)	Individuals, groups of persons <sup>1</sup> , partnerships or corporations, a living trust	Only husband and wife or domestic partners <sup>2</sup>
<b>Division</b>	Ownership and managerial interests are equal (except control of business is solely with managing spouse)	Ownership interest must be equal	Ownership can be divided into any number of interests equal or unequal	Ownership interest is in relation to interest in partnership	Ownership is a personal property interest and can be divided into any number of interests	Ownership and managerial interests are equal
<b>Title</b>	Title is in the "community". Each interest is separate but management is unified	Sale or encumbrance by joint tenant severs joint tenancy	Each co-owner has a separate legal title to his/her undivided interest	Title is in the "partnership"	Legal and equitable title is held by the trustee	Title is in the "community," management is unified
<b>Possession</b>	Both co-owners have equal management and control	Equal right of possession	Equal right of possession	Equal right of possession but only for partnership purposes	Right of possession as specified in the trust provisions	Both co-owners have equal management and control
<b>Conveyance</b>	Personal property (except "necessaries") may be conveyed for valuable consideration without consent of other spouse or domestic partner <sup>2</sup> ; real property requires written consent of other spouse or domestic partner <sup>2</sup> and separate interest cannot be conveyed except upon death	Conveyance by one co-owner without the others breaks the joint tenancy	Each co-owner's interest may be conveyed separately by its owner	Any authorized partner may convey whole partnership property for partnership purposes	Designated parties within the trust agreement authorize the trustee to convey property. Also a beneficiary's interest in the trust may be transferred	Right of survivorship may be terminated pursuant to the same procedures by which a joint tenancy may be severed
<b>Purchaser's Status</b>	Purchaser can only acquire whole title of community; cannot acquire a part of it	Purchaser will become a tenant in common with other co-owners in the property	Purchaser will become a tenant in common with the other co-owners in the property	Purchaser can only acquire the whole title	A purchaser may obtain a beneficial interest by assignment or may obtain legal and equitable title from the trust	Purchaser can only acquire whole title of community; cannot acquire a part of it
<b>Death and Successor's Status</b>	Deceased's 1/2 interest passes to surviving spouse or domestic partner <sup>2</sup> unless otherwise devised by will	On co-owner's death, his/her interest ends and cannot be disposed of by will. Survivor owns the property by survivorship	On co-owner's death his/her interest passes by will to devisee or heirs. No survivorship right	On partner's death his/her partnership interest passes to the surviving partner pending liquidation of the partnership. Share of deceased partner then goes to his/her estate. Heirs or devisee have rights in partnership interest but not specific property.	Successor beneficiaries may be named in the trust agreement, defined by the trust agreement, generally the successor becomes the beneficiary and trust continues eliminating the need for probate	Decedent's interest passes to the surviving spouse or domestic partner <sup>2</sup> without administration, subject to the same procedures as property held in joint tenancy
<b>Presumption</b>	Strong presumption that property acquired by husband and wife is community	Must be expressly stated	Favored in doubtful cases except husband and wife case	Arise only by virtue of partnership status in property placed in partnership	A trust is expressly created by an executed trust agreement	Must be expressly stated

1. "Persons" includes a natural person as well as a validly form corporation, limited liability company or general partnership. Trust property is vested in the trustee (usually a natural person or corporation).
2. For "domestic partners" meeting California statutory requirements, benefits are same as community property except certain tax benefits may not be available. Note: To unrelated persons who are either (a) same sex, or (b) opposite sex if they meet age or disability requirements, may be domestic partners provided that they are not married or in a domestic partnership and comply with other statutory requirements.

Westar Escrow, Inc.  
GENERAL PROVISIONS

ADDITIONAL ESCROW INSTRUCTIONS AND CONDITIONS

Westar Escrow, Inc. is Licensed by the California Department of Corporations #963-2039

1. You are instructed to deposit all funds received by you with any state or national bank, state or federal savings bank, or state or federal savings and loan association, in a trust account in the name of Escrow Holder, without any liability for payment of interest. The funds may be withdrawn by you and disbursed according to the instructions of the parties. All deposits made by personal check, cashier's check, certified check or deposit other than cash or wire transfer are subject to clearance and payment by financial institution on which drawn. All disbursements are to be made by check of Escrow Holder from the trust account. Neither you nor any of your employees will identify any payee or guarantee signatures of any person or entity at any financial institution. Funds deposited into escrow in the form of a check, draft, or similar instrument will be identified as collected funds when the Escrow Holder's financial institution confirms that the funds are available for disbursement.
2. Your duty is to act as Escrow Holder only and does not commence and escrow shall not be deemed opened until mutual escrow instructions signed by all parties are received by you. Until mutually executed escrow instructions are received, either party may unilaterally revoke these instructions by written request delivered to you and may withdraw any funds, instruments, documents or items previously handed you.
3. All prorations and adjustments are to be made on the basis of a thirty (30) day month unless otherwise instructed in writing by all parties. For proration purposes, the Buyer will have ownership of the real property which is the subject of this escrow for the entire day, regardless of the hour of recording. The "close of escrow" with reference to prorations, adjustments and all purpose in this escrow shall be the day the instruments of conveyance are recorded or filed with the county recorder.
4. Any funds disbursed during or on the close of escrow will be issued jointly to the parties designated as payees unless you are instructed otherwise in writing by all designated payees. The funds representing loan and/or sale proceeds will be disbursed jointly to all persons who were the record owners of the real property which is the subject of the escrow. All disbursements of funds and/or delivery of other documents or instruments concerning this escrow will be mailed to the entitled parties by regular first-class mail, postage prepaid, at their respective addresses shown on file. However, at your discretion, you may send funds and/or other instruments or documents by certified or registered mail, federal express, messenger or facsimile machine, in which case the party for whom the delivery was made agrees to pay the costs. The provisions of this paragraph include, but are not limited to, requests for demand statements, requests for beneficiary statements, requests for homeowners' association statements or any other requests as you may deem necessary for the timely closing of this escrow. You are to instruct the county recorder to mail recorded documents to the entitled parties at their respective addresses. You are to instruct the title company to mail the title policy(s) to the Lender(s) or Buyer(s) as appropriate.
5. You are to immediately open an order with the title company and request a preliminary (title) report concerning the subject property, regardless of the consummation of this escrow.
6. In addition to other costs and charges set forth in escrow instructions, Seller agrees to pay on demand, whether or not this escrow closes, all expenses and charges incurred by you on Seller's behalf, including, but not limited to, charges for preliminary title reports, title commitments, policies of title insurance, beneficiary statement, beneficiary demands, offset statements, documentary transfer tax stamps, preparation of, notarizing and recording of documents necessary in Seller's behalf, one-half (1/2) of sub-escrow fee, Seller's escrow fee and other costs as charged. In addition to other costs and charges set forth in these escrow instructions, Buyer agrees to pay on demand, whether or not this escrow closes, all expenses and charges incurred by you on Buyer's behalf, including, but not limited to, recording fees, preparation of, notarizing and recording trust deed(s) and other documents on Buyer's behalf, new loan charges, existing loan assumption transfer fees, one-half (1/2) of sub-escrow fees, lender's policy of title insurance, fire insurance premiums, homeowner's association transfer fee, Buyer's escrow fee and other costs as charged.
7. Notwithstanding any provisions to the contrary contained in these escrow instructions or supplements or amendments, Escrow Holder shall not be responsible for the sufficiency, validity or correctness of any signature of any principle to this escrow or any third party to this escrow, nor for the sufficiency or correctness as to form, manner of execution or validity of any documents deposited in this escrow, nor as to the identity, authority, or right of any persons executing the same, either as documents of record or those handled in this escrow. Should the parties desire that you verify the signatures on the instructions authorizing the payment of any escrow fee computed at two times your regular escrow fee and will deliver separate written escrow instructions specifically instructing you to do so.
8. You shall not be responsible for the following: (1) the sufficiency or correctness as to form, manner of execution or validity of any documents deposited in this escrow; (2) the identity, authority, or right of any person executing the same, either as to documents of record or those handled in this escrow; or (3) the failure of any party to comply with any of the provisions of any agreement, contract or other instrument filed or deposited in this escrow or referred to in these escrow instructions. Your duties shall be limited to the safekeeping of money and documents received by you as Escrow Holder and for the disposition in compliance with the written instructions accepted by you in this escrow. You shall not be required to take any action regarding the collection, maturity, or apparent outlaw of any obligations deposited with you unless otherwise instructed in writing.
9. Where the assignment of any insurance policy from Seller to Buyer is concerned, Seller guarantees to you any insurance policy handed you in this escrow is a policy in force, the policy has not been hypothecated and that all necessary premiums have been paid. You are authorized to execute on behalf of the parties assignments of interest in any insurance policy (other than title insurance policies) called for in this escrow, you are authorized to transmit for assignment any insurance policy to the insurance agent requesting that the insurer consent to such assignment, to request that a loss payee clause or such other endorsements as may be entitled party(ies). You shall not be responsible for verifying the acceptance of the request for assignment and policy of insurance by the insurance company. The parties mutually agree that you will make no attempt to verify the receipt of the request for assignment by the issuing insurance company. All parties are placed on notice that if the insurance company should fail to receive the assignment, the issuing company may deny coverage for any loss suffered by Buyer. It is the obligation of the insured or the insured's representative to verify the issuing company's acceptance of the assignment of the policy.

BUYER'S INITIALS \_\_\_\_\_

SELLER'S INITIALS \_\_\_\_\_

Escrow #1513-7322CP

**Westar Escrow, Inc.**  
**GENERAL PROVISIONS**

**ADDITIONAL ESCROW INSTRUCTIONS AND CONDITIONS**

**Westar Escrow, Inc. is Licensed by the California Department of Corporations #963-2039**

1. You are instructed to deposit all funds received by you with any state or national bank, state or federal savings bank, or state or federal savings and loan association, in a trust account in the name of Escrow Holder, without any liability for payment of interest. The funds may be withdrawn by you and disbursed according to the instructions of the parties. All deposits made by personal check, cashier's check, certified check or deposit other than cash or wire transfer are subject to clearance and payment by financial institution on which drawn. All disbursements are to be made by check of Escrow Holder from the trust account. Neither you nor any of your employees will identify any payee or guarantee signatures of any person or entity at any financial institution. Funds deposited into escrow in the form of a check, draft, or similar instrument will be identified as collected funds when the Escrow Holder's financial institution confirms that the funds are available for disbursement.
2. Your duty is to act as Escrow Holder only and does not commence and escrow shall not be deemed opened until mutual escrow instructions signed by all parties are received by you. Until mutually executed escrow instructions are received, either party may unilaterally revoke these instructions by written request delivered to you and may withdraw any funds, instruments, documents or items previously handed you.
3. All prorations and adjustments are to be made on the basis of a thirty (30) day month unless otherwise instructed in writing by all parties. For proration purposes, the Buyer will have ownership of the real property which is the subject of this escrow for the entire day, regardless of the hour of recording. The "close of escrow" with reference to prorations, adjustments and all purpose in this escrow shall be the day the instruments of conveyance are recorded or filed with the county recorder.
4. Any funds disbursed during or on the close of escrow will be issued jointly to the parties designated as payees unless you are instructed otherwise in writing by all designated payees. The funds representing loan and/or sale proceeds will be disbursed jointly to all persons who were the record owners of the real property which is the subject of the escrow. All disbursements of funds and/or delivery of other documents or instruments concerning this escrow will be mailed to the entitled parties by regular first-class mail, postage prepaid, at their respective addresses shown on file. However, at your discretion, you may send funds and/or other instruments or documents by certified or registered mail, federal express, messenger or facsimile machine, in which case the party for whom the delivery was made agrees to pay the costs. The provisions of this paragraph include, but are not limited to, requests for demand statements, requests for beneficiary statements, requests for homeowners' association statements or any other requests as you may deem necessary for the timely closing of this escrow. You are to instruct the county recorder to mail recorded documents to the entitled parties at their respective addresses. You are to instruct the title company to mail the title policy(s) to the Lender(s) or Buyer(s) as appropriate.
5. You are to immediately open an order with the title company and request a preliminary (title) report concerning the subject property, regardless of the consummation of this escrow.
6. In addition to other costs and charges set forth in escrow instructions, Seller agrees to pay on demand, whether or not this escrow closes, all expenses and charges incurred by you on Seller's behalf, including, but not limited to, charges for preliminary title reports, title commitments, policies of title insurance, beneficiary statement, beneficiary demands, offset statements, documentary transfer tax stamps, preparation of, notarizing and recording of documents necessary in Seller's behalf, one-half (1/2) of sub-escrow fee, Seller's escrow fee and other costs as charged. In addition to other costs and charges set forth in these escrow instructions, Buyer agrees to pay on demand, whether or not this escrow closes, all expenses and charges incurred by you on Buyer's behalf, including, but not limited to, recording fees, preparation of, notarizing and recording trust deed(s) and other documents on Buyer's behalf, new loan charges, existing loan assumption transfer fees, one-half (1/2) of sub-escrow fees, lender's policy of title insurance, fire insurance premiums, homeowner's association transfer fee, Buyer's escrow fee and other costs as charged.
7. Notwithstanding any provisions to the contrary contained in these escrow instructions or supplements or amendments, Escrow Holder shall not be responsible for the sufficiency, validity or correctness of any signature of any principle to this escrow or any third party to this escrow, nor for the sufficiency or correctness as to form, manner of execution or validity of any documents deposited in this escrow, nor as to the identity, authority, or right of any persons executing the same, either as documents of record or those handled in this escrow. Should the parties desire that you verify the signatures on the instructions authorizing the payment of any escrow fee computed at two times your regular escrow fee and will deliver separate written escrow instructions specifically instructing you to do so.
8. You shall not be responsible for the following: (1) the sufficiency or correctness as to form, manner of execution or validity of any documents deposited in this escrow; (2) the identity, authority, or right of any person executing the same, either as to documents of record or those handled in this escrow; or (3) the failure of any party to comply with any of the provisions of any agreement, contract or other instrument filed or deposited in this escrow or referred to in these escrow instructions. Your duties shall be limited to the safekeeping of money and documents received by you as Escrow Holder and for the disposition in compliance with the written instructions accepted by you in this escrow. You shall not be required to take any action regarding the collection, maturity, or apparent outlaw of any obligations deposited with you unless otherwise instructed in writing.
9. Where the assignment of any insurance policy from Seller to Buyer is concerned, Seller guarantees to you any insurance policy handed you in this escrow is a policy in force, the policy has not been hypothecated and that all necessary premiums have been paid. You are authorized to execute on behalf of the parties assignments of interest in any insurance policy (other than title insurance policies) called for in this escrow, you are authorized to transmit for assignment any insurance policy to the insurance agent requesting that the insurer consent to such assignment, to request that a loss payee clause or such other endorsements as may be entitled party(ies). You shall not be responsible for verifying the acceptance of the request for assignment and policy of insurance by the insurance company. The parties mutually agree that you will make no attempt to verify the receipt of the request for assignment by the issuing insurance company. All parties are placed on notice that if the insurance company should fail to receive the assignment, the issuing company may deny coverage for any loss suffered by Buyer. It is the obligation of the insured or the insured's representative to verify the issuing company's acceptance of the assignment of the policy.

BUYER'S INITIALS \_\_\_\_\_

SELLER'S INITIALS \_\_\_\_\_

10. You are not to be held responsible in any way whatsoever for any personal property tax which may be assessed against any former or present owner of the subject property described in these escrow instructions, nor for the corporation or license tax of any corporation as a former or present owner.
11. If it is necessary, proper or convenient for the consummation of this escrow, you are authorized to deposit or have deposited funds or documents, or both, handed you under these escrow instructions with any duly authorized sub-escrow agent including, but not limited to, any bank, trust company, title insurance company, title company, savings and loan association, or licensed escrow agent, subject to your order at or before close of escrow in connection with closing this escrow. Any such deposit shall be deemed a deposit under the meaning of these escrow instructions.
12. The parties to this escrow have satisfied themselves outside of escrow that the transaction covered by this escrow is not in violation of the Subdivision Map Act or any law regulating land division, zoning ordinances or building restrictions which may affect the land or improvements that are the subject of this escrow. You, as Escrow Holder, are relieved of all responsibility and liability in connection with such laws, ordinances, restrictions or regulations and are not to be concerned with any of their enforcement.
13. If any form of Purchase Agreement or amendment or supplement (collectively "Purchase Agreement/Joint Escrow Instructions") is deposited in this escrow, it is understood that such document shall be effective only as between the parties signing the Purchase Agreement. You, as Escrow Holder, are to be concerned only with the terms of any such Purchase Agreement relative to the duties and obligations of Escrow Holder, and are relieved of all responsibility and liability for the enforcement of its terms. Your only duty is to comply with the instructions set forth in the Purchase Agreement/Escrow Instructions. You are not responsible for interpreting or acting on any provision of any Purchase Agreement on which these escrow instructions may be based and you shall not rely on any knowledge or understanding you may have of any such Purchase Agreement outside of what has been deposited into escrow in ascertaining or performing your duties as Escrow Holder. In connection with any loan transaction, you are authorized to deliver a copy of any Purchase Agreement, supplement or amendment and a copy of all escrow instructions, supplements or amendment to the Lender.
14. You are not to be concerned with the giving of any disclosures required by federal or state law, including, but not limited to, Real Estate Settlement Procedures Act, Regulation Z - Truth-In-Lending, condition of the subject property or other warnings, or any other warranties, express or implied.
15. Except as set forth in Paragraph 16 below, you shall not be responsible and you are released from and shall have no liability, obligation or responsibility with respect to withholding of funds under Section 1445 of the Internal Revenue Code of 1954, as amended, commonly known as the Foreign Investment in Real Property Tax Act ("FIRPTA") or the California FIRPTA under Section 18805, et seq. of the California Revenue & Taxation Code ("CAL-FIRPTA"). Advice about FIRPTA and CAL-FIRPTA its requirements, a determination whether the Seller/transferor is a foreign person, as defined, or obtaining a nonforeign affidavit or exemption from withholding or other information concerning compliance or non-compliance will not be given to the parties by the Escrow Holder. The parties are advised to seek independent legal, financial and tax counsel from their respective legal, financial and tax advisors.
16. In accordance with the new law (AB 1338) (Chapter 04-528) Revised Revenue and Taxation Code Section 18662 the parties are aware that California law effective January 1, 2007 requires you to withhold a sum equal to 3-1/3% of the sales price or the alternative withholding amount certified by Seller under certain conditions where Seller does not reside in the State of California or funds are transmitted outside of California. The parties agree to prepare and deposit such other and further documents or instruments as are necessary for you to comply with this instruction and California State law. The parties herewith acknowledge receipt of the Notification of the California Franchise Tax Board embodying the California state law commonly known as CAL-FIRPTA as stated in California Revenue and Taxation Code Section 18805 and Section 26131.
17. You are authorized to deliver copies of all escrow instructions, supplements and amendments, estimated and final closing statements, preliminary title reports, and notices of cancellation, if any, to the real estate broker(s), real estate sales agent(s), Lender(s), Lender's agent(s) and/or attorneys(s) for the parties, upon the parties' oral or written request. You shall not incur any liability to the parties for delivery of the copies.
18. You shall make no physical inspection of the real property or personal property described in any instrument deposited in or which is the subject of this escrow. You have made no representations or warranties concerning any such real property or personal property and are not to be concerned with nor liable for the condition of real property or personal property.
19. The parties authorize the recordation of any instrument delivered through this escrow if necessary or proper for the issuance of the required policy of title insurance or for the closing of this escrow. Funds, instructions or instruments received in this escrow may be delivered to, or deposited with any title insurance company or title company to comply with the terms and conditions of this escrow.
20. You are authorized to deduct from Seller's net proceeds or Buyer's net proceeds any amount which either Seller or Buyer may owe you in any other matter or transaction. You are authorized to charge and the parties agree to pay additional escrow fees for extraordinary services not within the range of customary escrow processing, including, but not limited to, the verification of signatures to escrow instructions.
21. If a structural pest control report or notice of work completed are handed to you, you shall mail a copy to Buyer as soon as is practical after your receipt.
22. You are to use your usual document forms or the usual forms of any title insurance company or title company and in our instructions insert dates and terms on the instruments if incomplete when executed.
23. If the date by which Buyer's or Seller's performances are due shall be other than your regular business day, such performances shall be due on your next succeeding business day.
24. You shall conduct no lien or title search of personal property regarding the sale or transfer of any personal property through this escrow. Should the party(ies) desire that you conduct a lien or title search of personal property, the party(ies) requesting the same shall deliver separate and specific written escrow instructions to you along with an agreement to pay your additional escrow fees.

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SELLER'S INITIALS \_\_\_\_\_

10. You are not to be held responsible in any way whatsoever for any personal property tax which may be assessed against any former or present owner of the subject property described in these escrow instructions, nor for the corporation or license tax of any corporation as a former or present owner.

11. If it is necessary, proper or convenient for the consummation of this escrow, you are authorized to deposit or have deposited funds or documents, or both, handed you under these escrow instructions with any duly authorized sub-escrow agent including, but not limited to, any bank, trust company, title insurance company, title company, savings and loan association, or licensed escrow agent, subject to your order at or before close of escrow in connection with closing this escrow. Any such deposit shall be deemed a deposit under the meaning of these escrow instructions.

12. The parties to this escrow have satisfied themselves outside of escrow that the transaction covered by this escrow is not in violation of the Subdivision Map Act or any law regulating land division, zoning ordinances or building restrictions which may affect the land or improvements that are the subject of this escrow. You, as Escrow Holder, are relieved of all responsibility and liability in connection with such laws, ordinances, restrictions or regulations and are not to be concerned with any of their enforcement.

13. If any form of Purchase Agreement or amendment or supplement (collectively "Purchase Agreement/Joint Escrow Instructions") is deposited in this escrow, it is understood that such document shall be effective only as between the parties signing the Purchase Agreement. You, as Escrow Holder, are to be concerned only with the terms of any such Purchase Agreement relative to the duties and obligations of Escrow Holder, and are relieved of all responsibility and liability for the enforcement of its terms. Your only duty is to comply with the instructions set forth in the Purchase Agreement/Escrow Instructions. You are not responsible for interpreting or acting on any provision of any Purchase Agreement on which these escrow instructions may be based and you shall not rely on any knowledge or understanding you may have of any such Purchase Agreement outside of what has been deposited into escrow in ascertaining or performing your duties as Escrow Holder. In connection with any loan transaction, you are authorized to deliver a copy of any Purchase Agreement, supplement or amendment and a copy of all escrow instructions, supplements or amendment to the Lender.

14. You are not to be concerned with the giving of any disclosures required by federal or state law, including, but not limited to, Real Estate Settlement Procedures Act, Regulation Z - Truth-In-Lending, condition of the subject property or other warnings, or any other warranties, express or implied.

15. Except as set forth in Paragraph 16 below, you shall not be responsible and you are released from and shall have no liability, obligation or responsibility with respect to withholding of funds under Section 1445 of the Internal Revenue Code of 1954, as amended, commonly known as the Foreign Investment in Real Property Tax Act ("FIRPTA") or the California FIRPTA under Section 18805, et seq. of the California Revenue & Taxation Code ("CAL-FIRPTA"). Advice about FIRPTA and CAL-FIRPTA its requirements, a determination whether the Seller/transferrer is a foreign person, as defined, or obtaining a nonforeign affidavit or exemption from withholding or other information concerning compliance or non-compliance will not be given to the parties by the Escrow Holder. The parties are advised to seek independent legal, financial and tax counsel from their respective legal, financial and tax advisors.

16. In accordance with the new law (AB 1338) (Chapter 04-528) Revised Revenue and Taxation Code Section 18662 the parties are aware that California law effective January 1, 2007 requires you to withhold a sum equal to 3-1/3% of the sales price or the alternative withholding amount certified by Seller under certain conditions where Seller does not reside in the State of California or funds are transmitted outside of California. The parties agree to prepare and deposit such other and further documents or instruments as are necessary for you to comply with this instruction and California State law. The parties herewith acknowledge receipt of the Notification of the California Franchise Tax Board embodying the California state law commonly known as CAL-FIRPTA as stated in California Revenue and Taxation Code Section 18805 and Section 26131.

17. You are authorized to deliver copies of all escrow instructions, supplements and amendments, estimated and final closing statements, preliminary title reports, and notices of cancellation, if any, to the real estate broker(s), real estate sales agent(s), Lender(s), Lender's agent(s) and/or attorneys(s) for the parties, upon the parties' oral or written request. You shall not incur any liability to the parties for delivery of the copies.

18. You shall make no physical inspection of the real property or personal property described in any instrument deposited in or which is the subject of this escrow. You have made no representations or warranties concerning any such real property or personal property and are not to be concerned with nor liable for the condition of real property or personal property.

19. The parties authorize the recordation of any instrument delivered through this escrow if necessary or proper for the issuance of the required policy of title insurance or for the closing of this escrow. Funds, instructions or instruments received in this escrow may be delivered to, or deposited with any title insurance company or title company to comply with the terms and conditions of this escrow.

20. You are authorized to deduct from Seller's net proceeds or Buyer's net proceeds any amount which either Seller or Buyer may owe you in any other matter or transaction. You are authorized to charge and the parties agree to pay additional escrow fees for extraordinary services not within the range of customary escrow processing, including, but not limited to, the verification of signatures to escrow instructions.

21. If a structural pest control report or notice of work completed are handed to you, you shall mail a copy to Buyer as soon as is practical after your receipt.

22. You are to use your usual document forms or the usual forms of any title insurance company or title company and in our instructions insert dates and terms on the instruments if incomplete when executed.

23. If the date by which Buyer's or Seller's performances are due shall be other than your regular business day, such performances shall be due on your next succeeding business day.

24. You shall conduct no lien or title search of personal property regarding the sale or transfer of any personal property through this escrow. Should the party(ies) desire that you conduct a lien or title search of personal property, the party(ies) requesting the same shall deliver separate and specific written escrow instructions to you along with an agreement to pay your additional escrow fees.

BUYER'S INITIALS \_\_\_\_\_

SELLER'S INITIALS \_\_\_\_\_

25. You shall not be responsible in any way whatsoever nor are you to be concerned with any question of usury in any loan or encumbrance, whether new or of record, which may arise during the processing of this escrow.

26. The parties agree to deliver to you all documents, instruments, escrow instructions and funds required to process and close this escrow in accordance with its terms.

27. You are instructed to provide title to the subject real property in the condition identified in the escrow instructions by the parties. You are not responsible for the contents or accuracy of any beneficiary demands and/or beneficiary statements delivered to you by the existing lien holders. You are not required to submit any such beneficiary statement and/or beneficiary demand to the parties for approval before the close of escrow unless expressly instructed to do so in writing. Should the party (ies) desire to pre-approve any such beneficiary statement and/or beneficiary demand, the party (ies) requesting the same shall deliver separate and specific written escrow instructions to you.

28. You are not to be responsible in any way whatsoever nor to be concerned with the terms of any new loan or the content of any loan documents obtained by any party in connection with this escrow except to order such loan documents into the escrow file, transmit the loan documents to Buyer for execution and transmit the executed loan documents to Lender. The parties understand and agree that you are not involved nor concerned with the approval and/or processing of any loan or the contents and effect of loan documents prepared by a Lender.

29. The parties agree to complete and deliver to you a Statement of Information as required by the title insurance company or title company.

30. The Federal Tax Reform Act of 1986, as amended, and the California Revenue & Taxation Code, require certain transactions to be reported to the Internal Revenue Service and the California State Franchise Tax Board. In those transactions Seller will furnish a correct tax identification number to you so you can report this transaction as required by law. Seller understands that Seller may be subject to civil or criminal penalties for failure to do so.

31. The parties expressly indemnify and hold you harmless against third-party claims for any fees, costs or expenses where you have acted in good faith, with reasonable care and prudence and/or in compliance with these escrow instructions.

32. The parties agree that you have the responsibilities of an Escrow Holder only and there are no other legal relationships established in the terms and conditions of the escrow instructions. In connection with this escrow: (1) you shall have no duty or responsibility of notifying any of the parties to this escrow of any sale, resale, loan, exchange or other transaction involving any of the subject real property or personal property; (2) you shall have no responsibility or duty to disclose any benefit, including, but not limited to financial gain, realized by any person, firm or corporation involving any of the subject real property or personal property; and (3) you shall have no responsibility or duty to disclose any profit realized by any person, firm or corporation including, but not limited to, any real estate broker, real estate sales agent and/or a party to any other escrow, in connection therewith, although such other transaction may be handled by you in this escrow or in another escrow transaction. If, however, you are instructed in writing by any party, Lender or other entitled person to disclose any sale, resale, loan, exchange or other transaction involving any of the subject real property or personal property or any profit realized by any person, firm or corporation to any party to this escrow, you shall do so without incurring any liability to any party. You shall not be liable for any of your acts or omissions done in good faith nor for any claims, demands, losses or damages made or suffered by any party to this escrow, excepting such as may arise through or be caused by your willful neglect or gross misconduct.

33. Buyer acknowledges that pursuant to the California Revenue & Taxation Code a change of Ownership form is required by the county recorder to be completed and affixed to any documents submitted for recording which evidence a conveyance of title. The change of Ownership form shall be furnished to Buyer by you for Buyer's completion and execution. Buyer is aware that Buyer does not complete the form in full, sign and return it to you before closing, a penalty will be assessed by the county recorder. If the change of Ownership form is not filed after close of escrow within the time limits set forth by the county recorder, severe additional penalties will be assessed against the Buyer. Escrow Holder will furnish the required form to Buyer, but will not accept responsibility for its acceptance or rejection. For information and assistance in completing the change of ownership form, Buyer may contact the county recorder and assessors offices in the county in which the subject property is located.

34. Your Escrow Holder agency shall terminate six (6) months following the date last set for close of escrow and shall be subject to earlier termination by receipt by you of mutually executed cancellation instructions. If this escrow was not closed or canceled within the described six (6) month period, you shall have no further obligations as Escrow Holder except to disburse funds and documents pursuant to written escrow instructions and to interplead or otherwise dispose of funds and documents in accordance with a validly issued and validly served order from a court of competent jurisdiction. Time is of the essence of these instructions. If the conditions of this escrow have not been complied with at the expiration date in these escrow instructions, you are instructed to complete the conditions at the earliest possible date, unless Buyer or Seller have made written demand upon you for the return of the funds and/or instruments deposited by Buyer or Seller and/or for cancellation of this escrow. Should demand be made upon you, you may withhold and stop all further proceedings in this escrow without liability for interest on funds held or for damages until mutual cancellation instructions signed by all parties shall have been deposited with you. The parties, jointly and severally, agree that if this escrow cancels or is otherwise terminated and not closed, the parties shall pay for any costs and expenses which you have incurred or have become obligated for under these escrow instructions, including, but not limited to, attorneys' fees, arbitration fees and costs and reasonable escrow fees for the services rendered by you, the parties agree that such costs and expenses shall be paid and deposited in escrow before any cancellation or other termination of this escrow is effective. The parties agree that said charges for expenses, costs and fees may be apportioned between Buyer and Seller in manner which, in your sole discretion, you consider equitable, and that your decision will be binding and conclusive upon the parties. Upon receipt of mutual cancellation instructions or a final order or judgment of a court of competent jurisdiction with accompanying writs of execution, levies or garnishments, you are instructed to disburse the escrow funds and instruments in accordance with such cancellation instructions, order or judgment and accompanying writ and this escrow shall, without further notice, be considered terminated and canceled.

35. The parties shall cooperate with you in carrying out the escrow instructions they deposit with you and completing this escrow. The parties shall deposit into escrow, upon request, any additional funds, instruments, documents, instructions, authorizations, or other items that are reasonably necessary to enable you to comply with demands made on you by third parties, to secure policies of title insurance, or to otherwise carry out the terms of their instructions and close this escrow. If conflicting demands or notices are made or served upon you or any controversy arises between the parties or with any third person arising out or relating to this escrow, you shall

BUYER'S INITIALS \_\_\_\_\_

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25. You shall not be responsible in any way whatsoever nor are you to be concerned with any question of usury in any loan or encumbrance, whether new or of record, which may arise during the processing of this escrow.

26. The parties agree to deliver to you all documents, instruments, escrow instructions and funds required to process and close this escrow in accordance with its terms.

27. You are instructed to provide title to the subject real property in the condition identified in the escrow instructions by the parties. You are not responsible for the contents or accuracy of any beneficiary demands and/or beneficiary statements delivered to you by the existing lien holders. You are not required to submit any such beneficiary statement and/or beneficiary demand to the parties for approval before the close of escrow unless expressly instructed to do so in writing. Should the party (ies) desire to pre-approve any such beneficiary statement and/or beneficiary demand, the party (ies) requesting the same shall deliver separate and specific written escrow instructions to you.

28. You are not to be responsible in any way whatsoever nor to be concerned with the terms of any new loan or the content of any loan documents obtained by any party in connection with this escrow except to order such loan documents into the escrow file, transmit the loan documents to Buyer for execution and transmit the executed loan documents to Lender. The parties understand and agree that you are not involved nor concerned with the approval and/or processing of any loan or the contents and effect of loan documents prepared by a Lender.

29. The parties agree to complete and deliver to you a Statement of Information as required by the title insurance company or title company.

30. The Federal Tax Reform Act of 1986, as amended, and the California Revenue & Taxation Code, require certain transactions to be reported to the Internal Revenue Service and the California State Franchise Tax Board. In those transactions Seller will furnish a correct tax identification number to you so you can report this transaction as required by law. Seller understands that Seller may be subject to civil or criminal penalties for failure to do so.

31. The parties expressly indemnify and hold you harmless against third-party claims for any fees, costs or expenses where you have acted in good faith, with reasonable care and prudence and/or in compliance with these escrow instructions.

32. The parties agree that you have the responsibilities of an Escrow Holder only and there are no other legal relationships established in the terms and conditions of the escrow instructions. In connection with this escrow: (1) you shall have no duty or responsibility of notifying any of the parties to this escrow of any sale, resale, loan, exchange or other transaction involving any of the subject real property or personal property; (2) you shall have no responsibility or duty to disclose any benefit, including, but not limited to financial gain, realized by any person, firm or corporation involving any of the subject real property or personal property; and (3) you shall have no responsibility or duty to disclose any profit realized by any person, firm or corporation including, but not limited to, any real estate broker, real estate sales agent and/or a party to any other escrow, in connection therewith, although such other transaction may be handled by you in this escrow or in another escrow transaction. If, however, you are instructed in writing by any party, Lender or other entitled person to disclose any sale, resale, loan, exchange or other transaction involving any of the subject real property or personal property or any profit realized by any person, firm or corporation to any party to this escrow, you shall do so without incurring any liability to any party. You shall not be liable for any of your acts or omissions done in good faith nor for any claims, demands, losses or damages made or suffered by any party to this escrow, excepting such as may arise through or be caused by your willful neglect or gross misconduct.

33. Buyer acknowledges that pursuant to the California Revenue & Taxation Code a change of Ownership form is required by the county recorder to be completed and affixed to any documents submitted for recording which evidence a conveyance of title. The change of Ownership form shall be furnished to Buyer by you for Buyer's completion and execution. Buyer is aware that Buyer does not complete the form in full, sign and return it to you before closing, a penalty will be assessed by the county recorder. If the change of Ownership form is not filed after close of escrow within the time limits set forth by the county recorder, severe additional penalties will be assessed against the Buyer. Escrow Holder will furnish the required form to Buyer, but will not accept responsibility for its acceptance or rejection. For information and assistance in completing the change of ownership form, Buyer may contact the county recorder and assessors offices in the county in which the subject property is located.

34. Your Escrow Holder agency shall terminate six (6) months following the date last set for close of escrow and shall be subject to earlier termination by receipt by you of mutually executed cancellation instructions. If this escrow was not closed or canceled within the described six (6) month period, you shall have no further obligations as Escrow Holder except to disburse funds and documents pursuant to written escrow instructions and to interplead or otherwise dispose of funds and documents in accordance with a validly issued and validly served order from a court of competent jurisdiction. Time is of the essence of these instructions. If the conditions of this escrow have not been complied with at the expiration date in these escrow instructions, you are instructed to complete the conditions at the earliest possible date, unless Buyer or Seller have made written demand upon you for the return of the funds and/or instruments deposited by Buyer or Seller and/or for cancellation of this escrow. Should demand be made upon you, you may withhold and stop all further proceedings in this escrow without liability for interest on funds held or for damages until mutual cancellation instructions signed by all parties shall have been deposited with you. The parties, jointly and severally, agree that if this escrow cancels or is otherwise terminated and not closed, the parties shall pay for any costs and expenses which you have incurred or have become obligated for under these escrow instructions, including, but not limited to, attorneys' fees, arbitration fees and costs and reasonable escrow fees for the services rendered by you, the parties agree that such costs and expenses shall be paid and deposited in escrow before any cancellation or other termination of this escrow is effective. The parties agree that said charges for expenses, costs and fees may be apportioned between Buyer and Seller in manner which, in your sole discretion, you consider equitable, and that your decision will be binding and conclusive upon the parties. Upon receipt of mutual cancellation instructions or a final order or judgment of a court of competent jurisdiction with accompanying writs of execution, levies or garnishments, you are instructed to disburse the escrow funds and instruments in accordance with such cancellation instructions, order or judgment and accompanying writ and this escrow shall, without farther notice, be considered terminated and canceled.

35. The parties shall cooperate with you in carrying out the escrow instructions they deposit with you and completing this escrow. The parties shall deposit into escrow, upon request, any additional funds, instruments, documents, instructions, authorizations, or other items that are reasonably necessary to enable you to comply with demands made on you by third parties, to secure policies of title insurance, or to otherwise carry out the terms of their instructions and close this escrow. If conflicting demands or notices are made or served upon you or any controversy arises between the parties or with any third person arising out or relating to this escrow, you shall

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have the absolute right to withhold and stop all further proceedings in, and in performance of, this escrow until you receive written notification satisfactory to you of the settlement of the controversy by written agreement of the parties, or by the final order or judgment of a court of competent jurisdiction. All of the parties to this escrow, jointly and severally, promise to pay promptly on demand, as well as to indemnify you and to hold you harmless from and against all administrative governmental investigation, audit and legal fees, litigation and interpleader costs, damages, judgments, attorneys' fees, arbitration costs and fees, expenses, obligations and liabilities of every kind (collectively "costs") which in good faith you may incur or suffer in connection with or arising out of this escrow, whether said costs arise during the performance of or subsequent to this escrow, directly or indirectly, and whether at trial or on appeal. You are given a lien upon all the rights, title and interests of the parties and all escrow papers and other property and monies deposited into this escrow to protect your rights and to indemnify and reimburse you. If the parties do not pay any fees, costs or expenses due you under the escrow instructions or do not pay for costs and attorneys' fees incurred in any litigation or interpleader, on demand, they each agree to pay a reasonable fee for any attorney services which may be required to collect such fees or expenses, whether attorneys' fees are incurred before trial, at trial, on appeal or in arbitration.

36. All notices, demands and instructions must be in writing. No notice, demand, instruction, amendment, supplement or modification of these escrow instructions shall be of any effect in this escrow until delivered in writing to you and mutually executed by all parties. As set forth above, you have no duty to and shall not verify the signatures of any parties or non-parties unless further written escrow instructions to do so are received and the additional escrow fees are deposited. Any purported oral instruction, amendment, supplement, modification, notice or demand deposited with you by the parties or either of them shall be ineffective and invalid. You are to be concerned only with the directives expressly set forth in the escrow instructions, supplements and amendments thereto, and are not to be concerned with nor liable for items designated as "memorandum items" in the escrow instructions.

37. These escrow instructions may be executed in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery. All such counterparts together shall constitute the same document.

38. If any check submitted to you is dishonored upon presentment for payment, you are authorized to notify all parties to the within escrow, their respective real estate broker(s) and real estate agent(s) and any other person or entity you deem in your sole discretion necessary to notify.

39. You are authorized to accept oral instructions from the parties' real estate broker(s), real estate agent(s), Lender(s) or Lender's agent(s) concerning the preparation of escrow instructions, amendments or supplements. However, you are not to act upon any instruction so delivered until you have received the same in writing signed by all parties to this escrow.

40. In these escrow instructions, wherever the context so requires, the masculine gender includes the feminine and/or neuter and singular number includes the plural.

41. The parties acknowledge and understand that you, as Escrow Holder, are not authorized to practice the law nor do you give financial advice. The parties are advised to seek legal and financial counsel and advice concerning the effect of these escrow instructions. The parties acknowledge that no representations are made by you about the legal sufficiency, legal consequences, financial effects or tax consequences of the within escrow transaction.

42. You are authorized to destroy or otherwise dispose of any and all documents, papers, escrow instructions, correspondence and records or other material constituting or pertaining to this escrow at any time after five (5) years from the date of: (1) the close of escrow; (2) the date of cancellation; or (3) the date of the last activity without liability and without further notice to the parties.

43. The parties agree to release you from any and all liability of any kind or nature and to indemnify you from any loss, damages, claims, judgments or costs of any kind or nature resulting from or related to the release or discharge of hazardous or toxic wastes on the subject property whether it occurred in the past or present or may occur in the future which release or discharge is in violation of law, in excess of any state and federal standards, permit requirements and/or disclosure requirements existing at this time or which may exist at a future time. The parties represent that they made their own assessment of the condition of the subject property and have not relied on any of your representations in making the assessment. The parties are advised to seek independent legal and technical environmental expert advice in assessing the risks associated with potential hazardous or toxic wastes.

44. You are instructed to take notice of all information received by you on your company's facsimile machine. To close this escrow we each agree to provide you with executed original documents when in your sole discretion you request their delivery to you.

45. The parties signatures on all escrow instructions and instruments pertaining to the within escrow indicates their unconditional acceptance and approval of same and you are entitled to rely on the parties execution.

46. Funds Held in Escrow: When the company has funds remaining in escrow over 90 days after close of escrow or estimated close of escrow, the Company shall impose a monthly holding fee of \$25.00 that is to be charged against the funds held by the Company.

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SELLER'S INITIALS \_\_\_\_\_

have the absolute right to withhold and stop all further proceedings in, and in performance of, this escrow until you receive written notification satisfactory to you of the settlement of the controversy by written agreement of the parties, or by the final order or judgment of a court of competent jurisdiction. All of the parties to this escrow, jointly and severally, promise to pay promptly on demand, as well as to indemnify you and to hold you harmless from and against all administrative governmental investigation, audit and legal fees, litigation and interpleader costs, damages, judgments, attorneys' fees, arbitration costs and fees, expenses, obligations and liabilities of every kind (collectively "costs") which in good faith you may incur or suffer in connection with or arising out of this escrow, whether said costs arise during the performance of or subsequent to this escrow, directly or indirectly, and whether at trial or on appeal. You are given a lien upon all the rights, title and interests of the parties and all escrow papers and other property and monies deposited into this escrow to protect your rights and to indemnify and reimburse you. If the parties do not pay any fees, costs or expenses due you under the escrow instructions or do not pay for costs and attorneys' fees incurred in any litigation or interpleader, on demand, they each agree to pay a reasonable fee for any attorney services which may be required to collect such fees or expenses, whether attorneys' fees are incurred before trial, at trial, on appeal or in arbitration.

36. All notices, demands and instructions must be in writing. No notice, demand, instruction, amendment, supplement or modification of these escrow instructions shall be of any effect in this escrow until delivered in writing to you and mutually executed by all parties. As set forth above, you have no duty to and shall not verify the signatures of any parties or non-parties unless further written escrow instructions to do so are received and the additional escrow fees are deposited. Any purported oral instruction, amendment, supplement, modification, notice or demand deposited with you by the parties or either of them shall be ineffective and invalid. You are to be concerned only with the directives expressly set forth in the escrow instructions, supplements and amendments thereto, and are not to be concerned with nor liable for items designated as "memorandum items" in the escrow instructions.

37. These escrow instructions may be executed in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery. All such counterparts together shall constitute the same document.

38. If any check submitted to you is dishonored upon presentment for payment, you are authorized to notify all parties to the within escrow, their respective real estate broker(s) and real estate agent(s) and any other person or entity you deem in your sole discretion necessary to notify.

39. You are authorized to accept oral instructions from the parties' real estate broker(s), real estate agent(s), Lender(s) or Lender's agent(s) concerning the preparation of escrow instructions, amendments or supplements. However, you are not to act upon any instruction so delivered until you have received the same in writing signed by all parties to this escrow.

40. In these escrow instructions, wherever the context so requires, the masculine gender includes the feminine and/or neuter and singular number includes the plural.

41. The parties acknowledge and understand that you, as Escrow Holder, are not authorized to practice the law nor do you give financial advice. The parties are advised to seek legal and financial counsel and advice concerning the effect of these escrow instructions. The parties acknowledge that no representations are made by you about the legal sufficiency, legal consequences, financial effects or tax consequences of the within escrow transaction.

42. You are authorized to destroy or otherwise dispose of any and all documents, papers, escrow instructions, correspondence and records or other material constituting or pertaining to this escrow at any time after five (5) years from the date of: (1) the close of escrow; (2) the date of cancellation; or (3) the date of the last activity without liability and without further notice to the parties.

43. The parties agree to release you from any and all liability of any kind or nature and to indemnify you from any loss, damages, claims, judgments or costs of any kind or nature resulting from or related to the release or discharge of hazardous or toxic wastes on the subject property whether it occurred in the past or present or may occur in the future which release or discharge is in violation of law, in excess of any state and federal standards, permit requirements and/or disclosure requirements existing at this time or which may exist at a future time. The parties represent that they made their own assessment of the condition of the subject property and have not relied on any of your representations in making the assessment. The parties are advised to seek independent legal and technical environmental expert advice in assessing the risks associated with potential hazardous or toxic wastes.

44. You are instructed to take notice of all information received by you on your company's facsimile machine. To close this escrow we each agree to provide you with executed original documents when in your sole discretion you request their delivery to you.

45. The parties signatures on all escrow instructions and instruments pertaining to the within escrow indicates their unconditional acceptance and approval of same and you are entitled to rely on the parties execution.

46. Funds Held in Escrow: When the company has funds remaining in escrow over 90 days after close of escrow or estimated close of escrow, the Company shall impose a monthly holding fee of \$25.00 that is to be charged against the funds held by the Company.

We, jointly and severally, acknowledge receipt of a complete copy of these General Provisions consisting of 5 pages and by our signatures on the Escrow Instructions, acknowledge that we have read and understand and agree to be bound by these General Provisions as though the same had been attached to the Escrow Instructions in their entirety.

\_\_\_\_\_  
Rosie Lee Hunt

McMillin Jacaranda II, LLC,  
a Delaware Limited Liability Company

By: The Corky McMillin Real Estate Group, LLC  
A Delaware Limited Liability Company  
Its: Managing Member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
BUYER'S INITIALS

\_\_\_\_\_  
SELLER'S INITIALS

\*\*\* END OF GENERAL PROVISIONS \*\*\*

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By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BUYER'S INITIALS \_\_\_\_\_

SELLER'S INITIALS \_\_\_\_\_

CAL-FIRPTA NOTICE AND DISCLOSURE

Property: 1831 Webber Way, Chula Vista, CA 91913

Escrow No.: 1513-7322CP

In accordance with the new law (AB 1338) (Chapter 04-528) Revised Revenue and Taxation Code Section 18662, a Buyer may be required to withhold an amount equal to 3 1/3% of the sales price or the alternative withholding amount certified by seller, in the case of a disposition of California real property interest by either:

- 1. A Seller who is an Individual, trust, or estate or when the disbursement instructions authorized the proceeds to be sent to a financial intermediary of the Seller, OR,
2. A Seller is a Corporation, which has no permanent place of business in California immediately after the transfer of title to the California property.

For failure to withhold, the Buyer may become subject to a penalty in an amount equal to the greater of Ten Percent (10%) of the amount required to be withheld or Five Hundred Dollars (\$500.00).

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 Total Consideration of California subject property is \$100,000.00 or less, 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, to any of the following:
a. Property is Seller's Principal Residence or last residence. Meaning that seller has owned and lived in the property as his main home for at least two years during the five year period ending on the date of sale of the property.
b. Seller is selling the property at a loss or zero gain for California Income Tax purposes.
c. Seller is selling the property as part of an Internal Revenue Code Section 1031 Exchange.
d. Seller is selling the property because of an involuntary conversion and will replace the property within the provisions of Internal Revenue Code Section 1033.

The new law does not contain language allowing for request for either a waiver of withholding or reduced withholding as previously allowed under CAL-FIRPTA.

The undersigned parties acknowledge that the Escrow Holder is required to provide to Buyer(s) written notification of California withholding requirements. This notification instructs Buyer(s) to withhold 3 1/3% of the Total Consideration of the California real property herein or the alternative withholding amount certified by seller, when CAL-FIRPTA is applicable.

The Buyer(s) acknowledge that it is his responsibility to instruct the Escrow Holder to withhold 3 1/3% of the Total Consideration or the alternative withholding amount certified by seller from the Seller(s) proceeds when CAL-FIRPTA is applicable.

If either Buyer or Seller require any additional information, they are advised to contact the Franchise Tax Board at (916) 845-4900.

SELLER IS SUBJECT TO PENALTY FOR KNOWINGLY FILING A FRAUDULENT CERTIFICATE FOR THE PURPOSE OF AVOIDING THE WITHHOLDING REQUIREMENT.

McMillin Jacaranda II, LLC,
a Delaware Limited Liability Company

By: The Corky McMillin Real Estate Group, LLC
A Delaware Limited Liability Company
Its: Managing Member

By:
Name:
Title:

By:
Name:
Title:

Rosie Lee Hunt

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\_\_\_\_\_  
Rosie Lee Hunt