

# Deed Issues for Planners

## (Everything Estate Planners Need to Know About Deed Issues But are Afraid to Ask)

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Moderator: Matthew Hart, Esq.  
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1. What is the difference between a Quitclaim Deed and a Grant Deed as an instrument to transfer property into a trust?
2. What information needs to be included in the "Recording Requested By" section to ensure it a deed is recordable?
3. When looking at a source deed, the APN might not include the two-digit suffix that shows on the county tax bill. Fundamentally, does a deed need to include an APN to make it a valid instrument? Can the estate planner not include the suffix on a Trust Transfer deed and still get it recorded?
4. Can a estate planner omit the original designation for the Grantor, such as "Husband and Wife as Joint Tenants" or Husband and Wife as Community Property WROS", "an unmarried man", "a single woman" on a Trust Transfer Deed and still meet recording requirements?

<p>RECORDING REQUESTED BY:  <b>Matthew Hart, Attorney</b>          AND WHEN RECORDED MAIL THIS DEED AND, UNLESS          OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO  <b>Law Office of Matthew Hart</b>          3432 Hillcrest Ave., Suite 125          Antioch, CA 94531          Order No.:          Escrow No.:</p>	<h2 style="color: green; margin: 0;">Deed Sample 1</h2>
<p>A.P.N. 123-12-991-00</p>	<p style="text-align: right; font-size: small;">SPACE ABOVE THIS LINE IS FOR RECORDER'S USE</p>

TRUST TRANSFER DEED

**GRANT DEED** (EXCLUDED FROM REAPPRAISAL UNDER PROPOSITION 13, I.E., CALIF. CONST. ART 13A §1 ET SEQ.)  
 THE UNDERSIGNED GRANTOR(S) DECLARE(S) UNDER PENALTY OF PERJURY THAT THE FOLLOWING IS TRUE AND CORRECT:  
 DOCUMENTARY TRANSFER TAX IS \$ 0

☐ Computed on full value of property conveyed, or ☐ computed on full value less value of liens or encumbrances remaining at time of sale or transfer

☒ There is no Documentary transfer tax due. (state reason and give Code § or Ordinance number)

Transfer to a revocable trust, Rev. & Tax Code 11930 & Transfer to Owner Occupier GC§27388.1(a)(2)

☐ Unincorporated area: ☒ city of **Antioch** AND

This is a Trust Transfer under §62 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion:

☒ Transfer to a revocable trust; ☐ Transfer to a short-term trust not exceeding 12 years with Trustor holding the reversion;

☐ Transfer to a trust where the Trustor or the Trustor's spouse is the sole beneficiary; ☐ Change of trustee holding title;

☐ Transfer from trust to Trustor or Trustor's spouse where prior transfer to trust was excluded from reappraisal and for a valuable consideration, receipt of which is acknowledged.

☐ Other:

**GRANTOR(S):** John Doe and  
 Jane Doe

hereby **GRANT(S) TO:** John Doe and Jane Doe, Trustees of the  
 Doe Family Trust dated March 10, 2015  
 the following described real property in the City of **Antioch**  
 County of **Contra Costa**, State of California:  
**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

5. If a source deed has a name for a grantor that has now changed, how does the estate planner list the new name on the Trust Transfer Deed so that it will record, be notarized with the new name, but acknowledge the name has changed?

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

**CENTURY HOMES COMMUNITIES, a California Corporation**

**Source Deed**

hereby GRANT(S) to **FRANK M. VASQUEZ AND IRMA G. VASQUEZ,**  
husband and wife as joint tenants

the following described real property in the **City of Fontana**  
County of **San Bernardino**, State of California:

**Transfer Deed**

**GRANTOR(S):** Frank M. Vasquez and Maria Irma Vasquez who acquired title as  
Irma G. Vasquez, husband and wife

hereby **GRANT(S) TO:** Frank M. Vasquez and Maria Irma Vasquez  
Trustees of the Vasquez Family Trust dated March 22, 2016

the following described real property in the City of Fontana,  
County of San Bernardino, State of California:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Dated: 3/22/2016

\_\_\_\_\_  
Frank M. Vasquez

\_\_\_\_\_  
Maria Irma Vasquez

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Contra Costa )

On 3/22/2016 before me, Matthew M. Hart, Notary Public  
(HERE INSERT NAME AND TITLE OF THE OFFICER)

personally appeared Frank M. Vasquez and Maria Irma Vasquez

6. If a client owns a house with someone else how does an estate planner properly identify that partial interest on a Trust Transfer Deed (Grant Deed) in order to properly place that partial interest in a trust?

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
Bobby Lee Fowler, an unmarried man

Source Deed

hereby GRANT(S) to  
Bobby Lee Fowler, an unmarried man and Tonya L Fowler, <sup>single 7/3</sup> ~~an unmarried woman~~, as Joint Tenants  
that property in City of Antioch, Contra Costa County, State of California, described as:  
\* \* \* See "Exhibit A" attached hereto and made a part hereof. \* \* \*

GRANTOR(S): Bobby Lee Fowler, an unmarried man as to an undivided 50 percent interest  
hereby GRANT(S) TO: Bobby Lee Fowler, Trustee of the Bobby Lee Fowler Revocable Trust  
dated November 12, 2015 as to an undivided 50 percent interest  
the following described real property in the City of Antioch

Wrong Way to  
Convey

GRANTOR(S): Bobby Lee Fowler, an unmarried man

hereby GRANT(S) TO: Bobby Lee Fowler, Trustee of the Bobby Lee Fowler Revocable Trust dated  
November 12, 2015 the herein Grantor's undivided 50 percent interest in and to  
the following described real property in the City of Antioch  
County of Contra Costa, State of California:

Right Way to  
Convey

7. If a client used the following granting language to transfer property into a trust but did not identify the name of the trust, would a court hold the property is in the unnamed trust? How will a title company address the lack of the trust name in the transfer deed? How can an estate planner create a deed that will properly identify the name of the trust if the client is still alive?

FOR VALUE RECEIVED, Blanche Louise White

1128-2-1

GRANT to Blanche Louise White, Trustee under that certain declaration of trust dated January 7, 1999

Source  
Deed

all that real property situated in the City and

County of San Francisco

, State of California, described as follows.

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NOW, THEREFORE, Blanche Louise White, Trustee under that certain declaration of trust dated January 7, 1999, hereby grants to:

Transfer  
Deed

Blanche Louise White, Trustee of the Blanche Louise White Revocable Trust dated January 7, 1999, which revocable trust is the same as that "certain declaration of trust dated January 7, 1999", as set forth in that deed recorded on February 18, 1999 in document number 99-G514384-00, of the Official Records of San Francisco County, California that certain real property, situated in the State of California, County of San Francisco, City of San Francisco, and described as follows:

8. (combined with question 7)

9. During a trust administration where the settlors have died, if it is found that the settlor recorded deeds changing the date of the trust is the property in the original trust or some other constructive trust? Is a title company able to underwrite the successor trustee of the original trust as having the power to sell the property or does a court action need to be initiated to clean up title before a sell can occur?

(X) Realty not sold.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
Raymond E. Westberg and Henrietta M. Westberg, husband and wife

Source  
Deed

hereby GRANT(S) to Raymond E. Westberg and Henrietta M. Westberg Trustees of the  
Raymond E. Westberg and Henrietta M. Westberg Revocabel Living Trust dated June  
19, 1998

that property in Sacramento County, State of California, described as:

(X) Realty not sold.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
Raymond E. Westberg and Henrietta M. Westberg, husband and wife

2nd  
Recorded  
Deed

hereby GRANT(S) to Raymond E. Westberg and Henrietta M. Westberg Trustees of the  
Raymond E. Westberg and Henrietta M. Westberg Revocabel Living Trust dated June  
19, 1998. July 13, 2005

(X) Realty not sold.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
Raymond E. Westberg and Henrietta M. Westberg, husband and wife

3rd  
Recorded  
Deed

hereby GRANT(S) to Raymond E. Westberg and Henrietta M. Westberg Trustees of the  
Raymond E. Westberg and Henrietta M. Westberg Revocabel Living Trust dated June  
19, 1998. July 13, 2005 JANUARY 30 2008

that property in Sacramento County, State of California, described as:



10. If an estate planner is reviewing an older deed transferring property into a trust and finds the date of the trust is not included in the recorded document, should the estate planner work with the client to have a new deed recorded that specifies the date of the trust or after the settlor dies will the property be able to be transferred to the beneficiaries or sold without issue?

consideration, receipt of which is acknowledged.

☐ Other:

GRANTOR(S): John Smith, an unmarried man

hereby GRANT(S) TO: John Smith, Trustee of the John Smith  
Revocable Trust

the following described real property in the City of San Francisco,

County of San Francisco, State of California:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

**11. Legal Description:**

- a. Should the legal description always match 100% (even with spelling errors) the previous vesting legal description or can the estate planner use the correct spelling on a Transfer Deed in certain cases without going down the path of recording a correction deed? At what point will the title company require a correction deed?
- b. What if California is mis-spelled?

- i. Ex:

The land referred to in this report is situated in the State of **California**, County of Contra Costa, City of Antioch, and is described as follows:

Lot 78, as shown on the Map of "Subdivision 3510" etc., filed April 21, 1966 in Book 111 of Maps, Pages 1 to 6 inclusive, in the office of the County Recorder of Contra Costa County.

- c. What if the “e” is left of the word “the”

- i. Ex:

The land referred to in this report is situated in **th** State of California, County of Contra Costa, City of Antioch, and is described as follows:

Lot 78, as shown on the Map of "Subdivision 3510" etc., filed April 21, 1966 in Book 111 of Maps, Pages 1 to 6 inclusive, in the office of the County Recorder of Contra Costa County.



12. If an estate planner finds a critical error like the subdivision numbers don't match between previous deeds how should it be corrected in order to prepare a trust transfer deed?

the following described Real Property in the State of California, County of Contra Costa  
City of Antioch  
Lot 887 , as shown on the map of Subdivision 3880, filed on October 16,  
1974, in Map Book 173, Page 49, Contra Costa County Records.

**Previous  
Legal  
Description**

County of CONTRA COSTA, State of California:

CITY OF ANTIOCH

LOT 887, AS SHOWN ON THE MAP OF SUBDIVISION 3860, FILED ON OCTOBER 16, 1974, IN MAP  
BOOK 173, PAGE 49, CONTRA COSTA COUNTY RECORDS.

ASSESSORS PARCEL NUMBER 076-483-006

That the value of all real and personal property owned by said decedent at date of death, including the full value of

**Subsequent  
Legal  
Description**

13. If an estate planner is preparing a trust transfer deed and has two previous deeds that have legal descriptions that match substantively but do not match in form, can the estate planner use the last recorded description or do these need to be reconciled in some manner before the estate planner prepares a trust transfer deed?

the following described real property in the  
County of Contra Costa, State of California:

### Source Deed

Lot 100, as shown on the map entitled "St. Mary's Orchard  
Unit No. 3, Contra Costa County, California", filed on  
February 5, 1953 in the office of the County Recorder of  
said county in book 49 of Maps at page 19.  
APN 237-194-005-3

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in the City of Lafayette

### Subsequent Deed

in the County of Contra Costa, State of California, describe

Lot 100, map of St. Mary's Orchard, Unit No. 3,  
filed February 5, 1953, Map Book 49, page 19,  
Contra Costa County records.

14. Looking at the following example what part(s) of the legal description would be used on the Trust Transfer Deed and what language (if any) on the face of the deed would be carried over to the Trust Transfer Deed?

RECORDED AT THE REQUEST OF:  
Old Republic Title Company  
WHEN RECORDED MAIL TO:  
Daniel L. Hoover and  
Margaret Hoover  
1064 Bountiful Way  
Brentwood, CA 94513'

310029 PCM

CONTRA COSTA Co Recorder Office  
STEPHEN L. WEIR, Clerk-Recorder  
DOC- 2002-0014017-00  
Acct 11- Old Republic Title  
Tuesday, JAN 15, 2002 08:00:00  
BRE \$479.05:MIC \$1.00:MOD \$4.00  
REC \$8.00:TCF \$3.00:  
Ttl Pd \$495.05 Nbr-0000691197  
dar/R2/1-4

GRANT DEED

The undersigned Grantor(s) declare(s):  
Documentary Transfer Tax is \$ 479.05  
(X) Computed on full value of property conveyed  
Mail Tax Statements to Addressee above

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, PULTE HOME CORPORATION, a Michigan corporation, hereby GRANTS to Daniel L. Hoover and Margaret Hoover, husband and wife as community property

("Grantee")

the following described real property situated in the City of Brentwood, County of Contra Costa, State of California:

For description of the premises see EXHIBIT A attached hereto and made a part hereof.

THE REAL PROPERTY DESCRIBED ABOVE IS SUBJECT TO: (i) the terms and provisions of the Declaration of Covenants, Conditions and Restrictions of Summerset at Brentwood III, ("Declaration"), recorded July 15, 1999 as recorders Series No. 99-186128, (ii) the Declaration of Annexation recorded on October 5, 2000, as Recorders Series No. 00-217650 in said Official Records, (iii) Declaration of Reservation of Easements recorded on December 8, 2000, as Recorders Serial No. 00-276408 in said Official Records, (iv) the effects and burdens of Assessment District No. 94-1, 94-1B and 94-3, City of Brentwood and any other districts or governmental entity, (v) any and all rights, easements and interests offered for dedication by the terms and provisions of the Map, (vi) any and all other encumbrances of record.

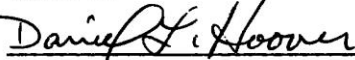
RESERVING unto Grantor, its successors and assigns, with respect to the Subject Property, a non-exclusive easement appurtenant to the real property defined as "Golf Course" ("Golf Course") in the Declaration of Covenants, Conditions and Restrictions of Summerset At Brentwood III, recorded on July 15, 1999, as Recorders Series No. 99-186128, in the Official Records of the Contra Costa County Recorder ("Declaration") in, on and over any portions of the Subject Property which are (a) landscaped and visible from any portion of the Golf Course, or (b) necessary for maintenance of a boundary fence which separates the Subject Property from the Golf Course. The purpose of the easement is limited to optional maintenance of fencing and landscaping in accordance with the provisions of Section 5.6.3 of the Declaration.

OVERSPRAY, DRAINAGE AND GOLF BALL INTRUSION

RESERVING unto Grantor, its successors and assigns, with respect to the Subject Property, a non-exclusive easement appurtenant to the Golf Course for purposes of overspray in connection with the watering of the roughs, fairways and greens on the Golf Course, surface water drainage and the intrusion of golf balls from the fairways, roughs, greens and other portions of the Golf Course. The easement reserved hereby shall be for the benefit of Grantor and the owner of the Golf Course, and their successors and assigns, and for the benefit of any of their members, guests, employees, agents, contractors, licensees and invitees. Any person or entity for whose benefit this easement is reserved shall not be liable to Grantee, its successors or assigns for any damage to person or property occasioned by such overspray or intrusion unless occasioned by the intentional act of such person.

GRANTEE, upon behalf of itself, its successors, assigns and members, by acceptance of this deed, agrees to be bound by each and every provision of this Grant Deed.

GRANTEE:



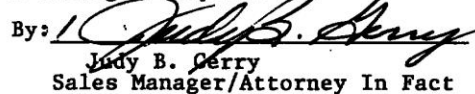
Daniel L. Hoover

Date 1-10-02


Margaret Hoover

Date 1-10-02

GRANTOR:

Pulte Home Corporation,  
a Michigan Corporation

Judy B. Gery  
Sales Manager/Attorney In FactDate: 1-10-02

State of California  
County of Contra Costa

On 1-10-02 before me, the undersigned, a Notary Public in and for said State, personally appeared Judy B. Gerry, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

C Morgan

Name

C. Morgan

(typed or printed)



(Seal)

014017

Order No. : 310029-BR

**EXHIBIT "A"**

The land referred to is situated in the State of California, County of Contra Costa, City of Brentwood, and is described as follows:

Lot 29, as shown on the Map of Subdivision 8084, filed September 15, 2000, in Book 424 of Maps, Page 1, Contra Costa County Records, as amended by Certificate of Correction recorded January 2, 2001, Series No. 2001-269.

RESERVING UNTO GRANTOR, its successors and assigns easements for underground utilities over, under and across all land lying within five feet (5') of the boundaries of the lot, all in accordance with the terms and provisions of that certain Declaration of Reservation of Easements recorded December 8, 2000, Series No. 2000-276409, in the Official Records of the County of Contra Costa, State of California.

(Being APN 010-630-006)

END OF DOCUMENT

## **Exhibit A**

## **Legal Description For Transfer Deed**

The land referred to is situated in the State of California, County of Contra Costa, City of Brentwood, and is described as follows:

Lot 29, as shown on the Map of Subdivision 8084, filed September 15, 2000, in Book 424 of Maps, Page 1, Contra Costa County Records, as amended by Certificate of Correction recorded January 2, 2001, Series No. 2001-269.

(Being APN 010-630-006-4)



15. Looking at the following example what part(s) of the legal description would be used on the Trust Transfer Deed and what language (if any) on the face of the deed would be carried over to the Trust Transfer Deed?

Branch :F41,User :AT03

Comment:

Station Id :CY9L

0126

Recorded in Official Records, Solano County  
**Marc C. Tonnesen**  
Assessor/Recorder

7/23/2014  
8:00 AM  
AR16  
06

**RECORDED AT THE REQUEST OF:**  
First American Title Company  
**WHEN RECORDED RETURN TO:**  
Gary C. Olson  
Christina L. Olson  
201 Birch Ridge Court  
Rio Vista, CA 94571

03 First American Title Co

Doc#: 201400054817

Titles: 1 Pages: 11

Fees 43.00  
Taxes 400.95  
Other 0.00  
PAID \$443.95

Escrow No. 910146-126

**GRANT DEED**

The undersigned grantor(s) declare(s): **Saddle Rock, Phase 14**  
**Documentary transfer tax is \$ 400.95**  
(X) computed on full value of property conveyed  
( ) computed on full value less value of encumbrances  
Mail tax statements to: Same as above

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, RVCP, LLC, a Delaware limited liability company ("Grantor"), hereby **GRANTS** to Gary C. Olson and Christina L. Olson, Husband and Wife as Joint Tenants.

\_\_\_\_\_, ("Grantee") the following described real property situated in the City of Rio Vista, County of Solano, State of California:  
**PARCEL ONE: FEE SIMPLE TITLE IN AND TO LOT**  
**FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

**RESERVATIONS**

**Perimeter Easements**

ALSO RESERVING unto Grantor, its successors and assigns, with respect to the Subject Property, non-exclusive easements as set forth in the Declaration of Reservation of Easements executed by Grantor, recorded on September 12, 2013 as Document No. 2013-00089105 in the Official Records of the County of Solano, State of California.

**EXCEPTIONS**

**Accommodation Agreement/Drill Sites**

THE SUBJECT PROPERTY IS CONVEYED SUBJECT TO an Accommodation Agreement, as described below, which provides that exploration, drilling, production and gathering of natural gas and other mineral activities (collectively referred to as "Gas Operations") will continue or may be conducted within eleven (11) Drill Sites which have been established within the Marks Ranch portion of the overall Summerset/Trilogy at Rio Vista Project. These Drill Sites and adjacent Setback Areas are shown on the final maps for Summerset/Trilogy at Rio Vista as "Drill Sites" and "Setback Areas" and they may be used for Gas Operations. The Accommodation Agreement requires that the following language be included in each grant deed:

Saddle Rock, Phase 14  
January 2014

Conveyance Subject to Accommodation Agreement: This conveyance is made subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions, Public Disclosure and Accommodation Agreement Regarding Mineral Interests ("Accommodation Agreement") recorded April 10, 1996, as Instrument No. 96-23360, of the Official Records of Solano County.

Acceptance of Accommodation Agreement: Grantee acknowledges having received and read copies of (1) the Public Disclosure Notice (attached as Exhibit A to the Accommodation Agreement) and (2) the Accommodation Agreement. Grantee understands the risks of purchasing or accepting a transfer of the Subject Property. Grantee understands, accepts and agrees to the Accommodation Agreement including the Development Plan and the Covenants, Conditions and Restrictions that apply to the real property conveyed by this grant deed.

General Release: Grantee stipulates and agrees that Gas Operations conducted in compliance with the terms of the Accommodation Agreement and with applicable local, state and federal laws and regulations do not now and will not in the future give rise to any claim, demand or cause of action for legal or equitable relief, including, but not limited to claims of nuisance (collectively "Claims").

Grantee intends that the above paragraph shall be a General Release that will forever discharge and bar all Claims, whether now existing or arising in the future, known or unknown. Grantee hereby knowingly and voluntarily waives any and all rights and benefits otherwise conferred by the provisions of California Civil Code Section 1542, which reads in full as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Notwithstanding Section 1542, Grantee expressly consents that this general release shall be given full force and effect with respect to unknown, unsuspected and future Claims. Grantee acknowledges and agrees that this express waiver of Section 1542 is an essential term of this grant deed. Grantee has been advised by the Public Disclosure Notice (Exhibit A of the Accommodation Agreement) to consult with legal counsel with respect to this express waiver, and based on such advice or the opportunity to seek such advice, Grantee understands, acknowledges and accepts the significance and consequences of this express waiver.

Declaration: Grantee declares under penalty of perjury that the foregoing is true and correct and that this declaration was executed and acknowledged on the date and place Grantee executed this grant deed.

Restriction: No subsequent grant or conveyance of all or any portion of or any interest in the real property conveyed by this grant deed shall be made unless that grant deed or other document of conveyance both (a) contains this paragraph and the foregoing four paragraphs and (b) is duly executed by the grantee or transferee under that conveyance. This restriction is a covenant running with the land pursuant to the Accommodation Agreement, binds all parties having or acquiring any right, title, or interest in the real property conveyed by this grant deed, is for the benefit of all of the Property, as defined and covered by the Accommodation Agreement, including the real property conveyed by this grant deed, and each owner of any portion of any interest in the Property, as defined and covered by the Accommodation Agreement, and inures to the benefit and binds each successor in interest of Grantee.

### Matters of Record

THE SUBJECT PROPERTY IS CONVEYED SUBJECT TO (i) the t Amended and Restated Declaration of Covenants, Conditions and Restrictions of Trilogy At Rio Vista ("Master Declaration"), including all exhibits thereto, recorded on May 9, 2000, as Document No. 2000-36792 in the Official Records of Solano County, California (ii) the Declaration of Covenants, Conditions and Restrictions of Rio Vista Saddle Rock Village (the "Village Declaration"), recorded on November 6, 2009, as Document No. 2009-95289, in the Official Records of Solano County, California, (iii) the Declaration of Annexation and Supplemental Restrictions for Rio Vista Saddle Rock, Master – Phase 14 recorded September 12, 2013, as Document No. 2013-00089106, in the Official Records of Solano County, California, (iv) the Declaration of Annexation for Rio Vista Saddle Rock Village, Village – Phase 14, recorded on September 12, 2013, as Document No. 2013-00089107, in the Official Records of Solano County, California, (v) the Declaration of Covenants, Condition, Restrictions and Easements for Golf Club At Rio Vista and Trilogy at Rio Vista (the "Golf

Saddle Rock, Phase 14  
January 2014

CC&R's) recorded on January 29, 2010 at Series No. 2010-09956 in the Official Records of Solano County, California, (vi) the Supplemental Declaration of Covenants and Restriction and Agreement Establishing Dispute Resolution Procedure for RCV, LLC (the "ADR Declaration") recorded March 30, 2012 as Document No. 2012-00029382 in the Official Records of Solano County, California, (vii) any future amendments and supplements to the Master Declaration, the Village Declaration and the ADR Declaration (viii) any and all rights, easements and interests offered for dedication by the terms and provision of the Map, and (ix) any and all other encumbrances of record.

The Master Declaration, Village Declaration, Golf CC&R's and ADR Declaration as they may be or become amended or supplemented are by this reference incorporated herein as though set forth in full.

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### ACCEPTANCE BY GRANTEE

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Grantee, by acceptance and recordation of this Deed, on behalf of Grantee and Grantee's successors, assigns and heirs, (a) accepts and approves of this Deed, and (b) accepts, covenants and agrees to be bound by all the provisions of the documents described above, which provisions are acknowledged to be reasonable and incorporated in this Deed by reference,

IN THE EVENT THIS DOCUMENT IS EXECUTED IN COUNTERPART, EACH OF SUCH COUNTERPARTS SHALL, FOR ALL PURPOSES, BE DEEMED AN ORIGINAL AND ALL SUCH COUNTERPARTS, TAKEN TOGETHER, SHALL CONSTITUTE ONE AND THE SAME DOCUMENT.

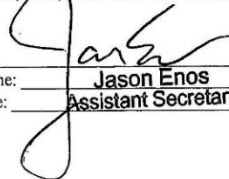
GRANTEE:

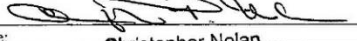
  
\_\_\_\_\_  
Gary C. Olson

  
\_\_\_\_\_  
Christina L. Olson

GRANTOR:

RVCP, LLC, a Delaware limited liability company

By:   
Name: Jason Enos  
Title: Assistant Secretary

By:   
Name: Christopher Nolan  
Title: Assistant Secretary

Saddle Rock, Phase 14  
January 2014

STATE OF CALIFORNIA  
COUNTY OF Solano

}  
ss.

On 6/19/14, before me, Laura Strelo, Notary Public,  
personally appeared Jason Enos and Christopher Nolan  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the  
person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Laura Strelo

Name (typed or printed), Notary Public in  
and for said County and State.



(seal)

STATE OF CALIFORNIA  
COUNTY OF Sacramento

}  
ss.

On July 18 2014, before me, Charles Mitch Morrow, Notary Public,  
personally appeared Gary C. Olson and Christina L. Olson  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the  
person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

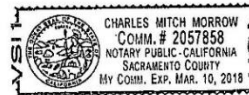
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Charles Mitch Morrow

Name (typed or printed), Notary Public in  
and for said County and State.



(seal)

Saddle Rock, Phase 14  
January 2014

1  
2  
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4

EXHIBIT A

Saddle Rock, Phase 14  
January 2014

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#### LEGAL DESCRIPTION

Real property in the City of Rio Vista , County of Solano, State of California, described as follows:

LOT 126, AS SHOWN ON THE MAP OF TRILOGY, PHASE 6 FILED FOR RECORD ON DECEMBER 6, 2006, IN BOOK 83 OF MAPS AT PAGE 71, SOLANO COUNTY RECORDS.

EXCEPTING THEREFROM:

1: EXCEPTING FROM THAT PORTION LYING WITHIN PARCEL ONE DESCRIBED IN THE DEED RECORDED MARCH 23, 1990, SERIES NO. 90-22156, OFFICIAL RECORDS:

1) ALL OIL, GAS, CASINGHEAD GAS, ASPHALTUM AND OTHER HYDROCARBONS AND ALL CHEMICAL GAS, NOW OR HEREAFTER FOUND, SITUATED OR LOCATED IN ALL OR ANY PART OR PORTION OF THE LANDS HEREIN DESCRIBED LYING MORE THAN FIVE HUNDRED FEET (500') BELOW THE SURFACE THEREOF, TOGETHER WITH THE RIGHT TO SLANT DRILL FOR AND REMOVE ALL OR ANY OF SAID OIL, GAS, CASINGHEAD GAS, ASPHALTUM AND OTHER HYDROCARBONS AND CHEMICAL GAS LYING BELOW A DEPTH OF MORE THAN FIVE HUNDRED FEET (500') BELOW THE SURFACE OF BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LAND OR UPON ANY PART OF SAID LANDS WITHIN FIVE HUNDRED FEET (500') VERTICAL DISTANCE BELOW THE SURFACE THEREOF, IN AND TO THE PROPERTY DESCRIBED ABOVE, AS EXCEPTED IN THE DEED FROM WILLIAM MARKS, IN FAVOR OF CORPORATE RESOURCES, A CALIFORNIA CORPORATION, AS TO AN UNDIVIDED 1/4TH INTEREST, RECORDED JANUARY 13, 1988, AS INSTRUMENT NO. 1957, PAGE 3639; BY PARTIAL RELEASE OF SURFACE RIGHTS, RECORDED JANUARY 23, 1992, SERIES NO. 1992-5325, OFFICIAL RECORDS, EXECUTED BY WILLIAM MARKS, ET AL TO MARKS - MCCORMACK ASSOCIATES, LTD., A CALIFORNIA LIMITED PARTNERSHIP, THE MINERAL OWNERS HEREBY TRANSFER, CONVEY, SURRENDER AND RELEASE ALL OF THEIR RIGHTS, ESTATES AND INTERESTS, NOW VESTED OR HEREAFTER ACCRUING, IN AND TO THE SURFACE OF THE PROPERTY AND THE UPPER 500 FEET THEREOF MEASURED VERTICALLY DOWNWARD FROM THE SURFACE OF THE PROPERTY.

2) ALL OIL, GAS, CASINGHEAD GAS, ASPHALTUM AND OTHER HYDROCARBONS AND CHEMICAL GAS, NOW OR HEREAFTER FOUND, SITUATED OR LOCATED IN ALL OR ANY PART OR PORTION OF THE LANDS HEREIN DESCRIBED LYING MORE THAN FIVE HUNDRED FEET (500') BELOW THE SURFACE THEREOF, TOGETHER WITH THE RIGHT TO SLANT DRILL FOR AND REMOVE ALL OR ANY OF SAID OIL, GAS, CASINGHEAD GAS, ASPHALTUM AND OTHER HYDROCARBONS AND ALL CHEMICAL GAS LYING BELOW A DEPTH OF MORE THAN FIVE HUNDRED FEET (500') BELOW THE SURFACE OF BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LAND IN AND TO THE PROPERTY DESCRIBED ABOVE, AS RESERVED IN THE DEED FROM JESSE MARKS, AS TO AN UNDIVIDED 1/8TH INTEREST, AND JOE MARKS, AS TO AN UNDIVIDED 1/8 INTEREST, TO AMADOR DELTA MANAGEMENT CORPORATION, A CALIFORNIA CORPORATION, RECORDED MARCH 31, 1989, AS INSTRUMENT NO. 19722; BY PARTIAL RELEASE OF SURFACE RIGHTS, RECORDED JANUARY 23, 1992, SERIES NO. 1992-5325, OFFICIAL RECORDS, EXECUTED BY WILLIAM MARKS, ET AL TO MARKS - MCCORMACK ASSOCIATES, LTD., A CALIFORNIA LIMITED PARTNERSHIP, THE MINERAL OWNERS HEREBY TRANSFER, CONVEY, SURRENDER AND RELEASE ALL OF THEIR RIGHTS, ESTATES AND INTERESTS, NOW VESTED OR HEREAFTER ACCRUING, IN AND TO THE SURFACE OF THE PROPERTY AND THE UPPER 500 FEET THEREOF MEASURED VERTICALLY DOWNWARD FROM THE SURFACE OF THE PROPERTY.

3) ALL OIL, GAS, CASINGHEAD GAS, ASPHALTUM AND OTHER HYDROCARBONS AND CHEMICAL GAS, NOW OR HEREAFTER FOUND, SITUATED OR LOCATED IN ALL OR ANY PART OR PORTION OF THE LANDS HEREIN DESCRIBED LYING MORE THAN FIVE HUNDRED FEET (500') BELOW THE SURFACE THEREOF, TOGETHER WITH THE RIGHT TO SLANT DRILL FOR AND REMOVE ALL OR ANY OF SAID OIL, GAS, CASINGHEAD GAS, ASPHALTUM AND OTHER HYDROCARBONS AND ALL CHEMICAL GAS LYING BELOW A DEPTH OF MORE THAN FIVE HUNDRED FEET (500') BELOW THE SURFACE OF BUT WITHOUT

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ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LAND IN AND TO THE PROPERTY DESCRIBED ABOVE, AS EXCEPTED BY ALICE MARKS AS TO AN UNDIVIDED 1/12 INTEREST; JESSIE MARKS JR., AS TO AN UNDIVIDED 1/12 INTEREST; AND MARVIN MARKS AS TO AN UNDIVIDED 1/12 INTEREST AND JOSEPH P. MARKS AND MARGARET E. MARKS, TRUSTEES OF THE JOSEPH P. AND MARGARET E. MARKS, TRUST DATED OCTOBER 1, 1989 AS TO AN UNDIVIDED 1/8 INTEREST AND JESSE MARKS AS TO AN UNDIVIDED 1/8 INTEREST WERE BOTH VERIFIED BY SEPARATE INSTRUMENT IN MESNE DEEDS OF RECORD; BY PARTIAL RELEASE OF SURFACE RIGHTS, RECORDED JANUARY 23, 1992, SERIES NO. 1992-5325, OFFICIAL RECORDS, EXECUTED BY WILLIAM MARKS, ET AL TO MARKS - MCCORMACK ASSOCIATES, LTD., A CALIFORNIA LIMITED PARTNERSHIP, THE MINERAL OWNERS HEREBY TRANSFER, CONVEY, SURRENDER AND RELEASE ALL OF THEIR RIGHTS, ESTATES AND INTERESTS, NOW VESTED OR HEREAFTER ACCRUING, IN AND TO THE SURFACE OF THE PROPERTY AND THE UPPER 500 FEET THEREOF MEASURED VERTICALLY DOWNWARD FROM THE SURFACE OF THE PROPERTY.

4) ANY AND ALL OF LANDOWNER'S INTEREST IN THE SUBSURFACE FOR ALL PURPOSES CONSISTENT WITH GAS OPERATIONS, INCLUDING BUT NOT LIMITED TO, THE RIGHT TO DRILL WELLS DIRECTIONALLY FOR OIL, GAS, WATER AND OTHER MINERALS UNDER, AND/OR THROUGH THE PROPERTY, REGARDLESS OF WHERE THE DIRECTIONALLY DRILLED WELLS MAY BE BOTTOMED AND REGARDLESS OF THE SURFACE LOCATIONS OF THE DIRECTIONALLY DRILLED WELLS. LANDOWNER ALSO GRANTS TO AHC THE RIGHT TO INJECT SALT WATER AND OTHER MATERIALS AND SUBSTANCES INTO THE SUBSURFACE OF THE PROPERTY, AS GRANTED TO AMERADA HESS CORPORATION, A DELAWARE CORPORATION, BY DEED RECORDED JANUARY 23, 1992, SERIES NO. 92-5321, OFFICIAL RECORDS.

2: EXCEPTING FROM THAT PORTION LYING WITHIN PARCEL FIVE DESCRIBED IN THE DEED RECORDED MARCH 23, 1990, SERIES NO. 90-22159, OFFICIAL RECORDS:

1) AN UNDIVIDED THREE SIXTEENTH (3/16) INTEREST IN AND TO ALL MINERAL, MINERAL DEPOSITS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES OF EVERY KIND AND CHARACTER CONTAINED IN OR UPON SAID PROPERTY TOGETHER WITH CONTINUING RIGHT OF ENTRY FOR THE FULL ENJOYMENT OF THE RIGHTS SO EXCEPTED AND RESERVED, INCLUDING DEVELOPMENT WORK, BORING OF WELLS, MAKING OF EXCAVATIONS, INSTALLATION AND MAINTENANCE AND OPERATION OF PIPE LINES AND OTHER REQUISITE STRUCTURES AND THE REMOVAL OF SAID SUBSTANCES SO EXCEPTED AND RESERVED BY ALL USUAL, CONVENIENT AND NECESSARY MEANS BUT SUBJECT TO THE OBLIGATION TO MAKE JUST COMPENSATION FOR AND INJURY OR DAMAGE TO GROWING CROPS OR OTHER IMPROVEMENTS ON THE PROPERTY OCCASIONED BY THE EXERCISE OF AND OF SAID RIGHTS SO EXCEPTED AND RESERVED IN THE DEED FROM CATHERINE W. AVERY TO THOMAS MCCORMACK, ET AL, DATED MAY 18, 1976, RECORDED JUNE 17, 1976 IN BOOK 1976 OF OFFICIAL RECORDS, PAGE 33223, INSTRUMENT NO. 20484, SAID INTEREST WAS TRANSFERRED TO SUSAN LAMBERSON BERKAN BY MESNE DOCUMENTS OF RECORD; BY PARTIAL RELEASE OF SURFACE RIGHTS, RECORDED JANUARY 23, 1992, SERIES NO. 92-5325, OFFICIAL RECORDS, EXECUTED BY WILLIAM MARKS, ET AL, TO MARKS-MCCORMACK ASSOCIATES, LTD., A CALIFORNIA LIMITED PARTNERSHIP, THE MINERAL OWNERS HEREBY TRANSFER, CONVEY, SURRENDER AND RELEASE ALL OF THEIR RIGHTS, ESTATES AND INTERESTS, NOW VESTED OR HEREAFTER ACCRUING, IN AND TO THE SURFACE OF THE PROPERTY AND THE UPPER 500 FEET THEREOF MEASURED VERTICALLY DOWNWARD FROM THE SURFACE OF THE PROPERTY.

2) AN UNDIVIDED ONE-FOURTH (1/4) INTEREST IN AND TO ALL MINERALS, MINERAL DEPOSITS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES OF EVERY KIND AND CHARACTER CONTAINED IN OR UPON SAID PROPERTY TOGETHER WITH CONTINUING RIGHT OF ENTRY FOR THE FULL ENJOYMENT OF THE RIGHTS SO EXCEPTED AND RESERVED, INCLUDING DEVELOPMENT WORK, BORING OF WELLS, MAKING OF EXCAVATIONS, INSTALLATION AND MAINTENANCE AND OPERATION OF PIPE LINES AND OTHER REQUISITE STRUCTURES AND THE REMOVAL OF SAID SUBSTANCES SO EXCEPTED AND RESERVED BY ALL USUAL, CONVENIENT AND NECESSARY MEANS BUT SUBJECT TO THE OBLIGATION TO MAKE JUST COMPENSATION FOR ANY INJURY OR DAMAGE TO GROWING CROPS OR OTHER

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IMPROVEMENTS ON THE PROPERTY OCCASIONED BY THE EXERCISE OF AND OF SAID RIGHTS SO EXCEPTED AND RESERVED IN THE DEED FROM MARGARET WELLMAN TO CHARLES LAMBERSON, JR., ET AL, DATED SEPTEMBER 23, 1976, RECORDED OCTOBER 8, 1976 IN BOOK 1976 OF OFFICIAL RECORDS, PAGE 57214, INSTRUMENT NO. 35128, SAID INTEREST WAS TRANSFERRED TO ALONZO H. WELLMAN, JR. AND MARGARET WITTE WELLMAN, AS TRUSTEES OF THE ALONZO H. WELLMAN, JR. AND MARGARET WITTE WELLMAN FAMILY LIVING TRUST OF 1979 UNDER TRUST AGREEMENT DATED DECEMBER 20, 1979; BY PARTIAL RELEASE OF SURFACE RIGHTS, RECORDED JANUARY 23, 1992, SERIES NO. 92-5325, OFFICIAL RECORDS, EXECUTED BY WILLIAM MARKS, ET AL, TO MARKS-MCCORMACK ASSOCIATES, LTD., A CALIFORNIA LIMITED PARTNERSHIP, THE MINERAL OWNERS HEREBY TRANSFER, CONVEY, SURRENDER AND RELEASE ALL OF THEIR RIGHTS, ESTATES AND INTERESTS, NOW VESTED OR HEREAFTER ACCRUING, IN AND TO THE SURFACE OF THE PROPERTY AND THE UPPER 500 FEET THEREOF MEASURED VERTICALLY DOWNWARD FROM THE SURFACE OF THE PROPERTY.

3) IN AND TO ALL MINERALS, MINERAL DEPOSITS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES OF EVERY KIND AND CHARACTER CONTAINED IN SAID PROPERTY LYING BELOW 500 FEET EXCEPTED AND RESERVED BY THOMAS MCCORMACK, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AS TO AN UNDIVIDED 3/16 INTEREST; JUDITH ANN HUNT, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY AS TO AN UNDIVIDED 3/16 INTEREST AND CHARLES LAMBERSON, JR., AS TO AN UNDIVIDED 3/16 INTEREST, IN MESNE DEEDS OF RECORD; BY PARTIAL RELEASE OF SURFACE RIGHTS, RECORDED JANUARY 23, 1992, SERIES NO. 1992-5325, OFFICIAL RECORDS, EXECUTED BY WILLIAM MARKS, ET AL TO MARKS - MCCORMACK ASSOCIATES, LTD., A CALIFORNIA LIMITED PARTNERSHIP, THE MINERAL OWNERS HEREBY TRANSFER, CONVEY, SURRENDER AND RELEASE ALL OF THEIR RIGHTS, ESTATES AND INTERESTS, NOW VESTED OR HEREAFTER ACCRUING, IN AND TO THE SURFACE OF THE PROPERTY AND THE UPPER 500 FEET THEREOF MEASURED VERTICALLY DOWNWARD FROM THE SURFACE OF THE PROPERTY.

4) ANY AND ALL OF LANDOWNER'S INTEREST IN THE SUBSURFACE FOR ALL PURPOSES CONSISTENT WITH GAS OPERATIONS, INCLUDING BUT NOT LIMITED TO, THE RIGHT TO DRILL WELLS DIRECTIONALLY FOR OIL, GAS, WATER AND OTHER MINERALS UNDER, AND/OR THROUGH THE PROPERTY, REGARDLESS OF WHERE THE DIRECTIONALLY DRILLED WELLS MAY BE BOTTOMED AND REGARDLESS OF THE SURFACE LOCATIONS OF THE DIRECTIONALLY DRILLED WELLS. LANDOWNER ALSO GRANTS TO AHC THE RIGHT TO INJECT SALT WATER AND OTHER MATERIALS AND SUBSTANCES INTO THE SUBSURFACE OF THE PROPERTY, AS GRANTED TO AMERADA HESS CORPORATION, A DELAWARE CORPORATION, BY DEED RECORDED JANUARY 23, 1992, SERIES NO. 92-5321, OFFICIAL RECORDS.

3: EXCEPTING FROM THAT PORTION LYING WITHIN PARCEL SIX DESCRIBED IN THE DEED RECORDED MARCH 23, 1990, SERIES NO. 90-22160, OFFICIAL RECORDS:

1) AN UNDIVIDED THREE-SIXTEENTH (3/16) INTEREST IN AND TO ALL MINERAL, MINERAL DEPOSITS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES OF EVERY KIND AND CHARACTER CONTAINED IN OR UPON SAID PROPERTY TOGETHER WITH CONTINUING RIGHT OF ENTRY FOR THE FULL ENJOYMENT OF THE RIGHTS SO EXCEPTED AND RESERVED, INCLUDING DEVELOPMENT WORK, BORING OR WELLS, MAKING OF EXCAVATIONS, INSTALLATION AND MAINTENANCE AND OPERATION OF PIPE LINES AND OTHER REQUISITE STRUCTURES AND THE REMOVAL OF SAID SUBSTANCES SO EXCEPTED AND RESERVED BY ALL USUAL, CONVENIENT AND NECESSARY MEANS BUT SUBJECT TO THE OBLIGATION TO MAKE JUST COMPENSATION FOR AND INJURY OR DAMAGE TO GROWING CORPS OR OTHER IMPROVEMENTS ON THE PROPERTY OCCASIONED BY THE EXERCISE OF AND OF SAID RIGHTS SO EXCEPTED AND RESERVED IN THE DEED FROM CATHERINE W. AVERY TO THOMAS MCCORMACK, ET AL, DATED MAY 18, 1976, RECORDED JUNE 17, 1976 IN BOOK 1976 OF OFFICIAL RECORDS, PAGE 33223, INSTRUMENT NO. 20484, SAID INTEREST WAS TRANSFERRED TO SUSAN LAMBERSON BERKAN BY MESNE DOCUMENTS OF RECORD; BY PARTIAL RELEASE OF SURFACE RIGHTS, RECORDED JANUARY 23, 1992, SERIES NO. 92-5325, OFFICIAL RECORDS, EXECUTED BY WILLIAM MARKS, ET AL, TO MARKS-MCCORMACK ASSOCIATES, LTD., A CALIFORNIA LIMITED PARTNERSHIP, THE MINERAL OWNERS

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HEREBY TRANSFER, CONVEY, SURRENDER AND RELEASE ALL OF THEIR RIGHTS, ESTATES AND INTERESTS, NOW VESTED OR HEREAFTER ACCRUING, IN AND TO THE SURFACE OF THE PROPERTY AND THE UPPER 500 FEET THEREOF MEASURED VERTICALLY DOWNWARD FROM THE SURFACE OF THE PROPERTY.

2) AN UNDIVIDED ONE-FOURTH (1/4) INTEREST IN AND TO ALL MINERALS, MINERAL DEPOSITS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES OF EVERY KIND AND CHARACTER CONTAINED IN OR UPON SAID PROPERTY TOGETHER WITH CONTINUING RIGHT OF ENTRY FOR THE FULL ENJOYMENT OF THE RIGHTS SO EXCEPTED AND RESERVED, INCLUDING DEVELOPMENT WORK, BORING OF WELLS, MAKING OF EXCAVATIONS, INSTALLATION AND MAINTENANCE AND OPERATION OF PIPE LINES AND OTHER REQUISITE STRUCTURES AND THE REMOVAL OF SAID SUBSTANCES SO EXCEPTED AND RESERVED BY ALL USUAL, CONVENIENT AND NECESSARY MEANS BUT SUBJECT TO THE OBLIGATION TO MAKE JUST COMPENSATION FOR ANY INJURY OR DAMAGE TO GROWING CORPS OR OTHER IMPROVEMENTS ON THE PROPERTY OCCASIONED BY THE EXERCISE OF AND OF SAID RIGHTS SO EXCEPTED AND RESERVED IN THE DEED FROM MARGARET WELLMAN TO CHARLES LAMBERSON, JR., ET AL, DATED SEPTEMBER 23, 1976, RECORDED OCTOBER 8, 1976 IN BOOK 1976 OF OFFICIAL RECORDS, PAGE 57214, INSTRUMENT NO. 35128, SAID INTEREST WAS TRANSFERRED TO ALONZO H. WELLMAN, JR., AND MARGARET WITTE WELLMAN, AS TRUSTEES OF THE ALONZO H. WELLMAN, JR. AND MARGARET WITTE WELLMAN FAMILY LIVING TRUST OF 1979 UNDER TRUST AGREEMENT DATED DECEMBER 20, 1979; BY PARTIAL RELEASE OF SURFACE RIGHTS, RECORDED JANUARY 23, 1992, SERIES NO. 92-5325, OFFICIAL RECORDS, EXECUTED BY WILLIAM MARKS, ET AL, TO MARKS-MCCORMACK ASSOCIATES, LTD., A CALIFORNIA LIMITED PARTNERSHIP, THE MINERAL OWNERS HEREBY TRANSFER, CONVEY, SURRENDER AND RELEASE ALL OF THEIR RIGHTS, ESTATES AND INTERESTS, NOW VESTED OR HEREAFTER ACCRUING, IN AND TO THE SURFACE OF THE PROPERTY AND THE UPPER 500 FEET THEREOF MEASURED VERTICALLY DOWNWARD FROM THE SURFACE OF THE PROPERTY.

3) IN AND TO ALL MINERAL, MINERAL DEPOSITS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES OF EVERY KIND AND CHARACTER CONTAINED IN SAID PROPERTY LYING BELOW 500 FEET EXCEPTED AND RESERVED BY THOMAS MCCORMACK, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED 3/16 INTEREST; JUDITH ANN HUNT, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED 3/16 INTEREST; AND CHARLES LAMBERSON JR., A SINGLE MAN AS TO AN UNDIVIDED 3/16 INTEREST IN MESNE DEEDS OF RECORD; BY PARTIAL RELEASE OF SURFACE RIGHTS, RECORDED JANUARY 23, 1992, SERIES NO. 1992-5325, OFFICIAL RECORDS, EXECUTED BY WILLIAM MARKS, ET AL TO MARKS-MCCORMACK ASSOCIATES, LTD., A CALIFORNIA LIMITED PARTNERSHIP, THE MINERAL OWNERS HEREBY TRANSFER, CONVEY, SURRENDER AND RELEASE ALL OF THEIR RIGHTS, ESTATES AND INTERESTS, NOW VESTED OR HEREAFTER ACCRUING, IN AND TO THE SURFACE OF THE PROPERTY AND THE UPPER 500 FEET THEREOF MEASURED VERTICALLY DOWNWARD FROM THE SURFACE OF THE PROPERTY.

4) ANY AND ALL OF LANDOWNER'S INTEREST IN THE SUBSURFACE FOR ALL PURPOSES CONSISTENT WITH GAS OPERATIONS, INCLUDING BUT NOT LIMITED TO, THE RIGHT TO DRILL WELLS DIRECTIONALLY FOR OIL, GAS, WATER AND OTHER MINERALS UNDER, AND/OR THROUGH THE PROPERTY, REGARDLESS OF WHERE THE DIRECTIONALLY DRILLED WELLS MAY BE BOTTOMED AND REGARDLESS OF THE SURFACE LOCATIONS OF THE DIRECTIONALLY DRILLED WELLS. LANDOWNER ALSO GRANTS TO AHC THE RIGHT TO INJECT SALT WATER AND OTHER MATERIALS AND SUBSTANCES INTO THE SUBSURFACE OF THE PROPERTY, AS GRANTED TO AMERADA HESS CORPORATION, A DELAWARE CORPORATION, BY DEED RECORDED JANUARY 23, 1992, SERIES NO. 92-5321, OFFICIAL RECORDS.

4: EXCEPTING FROM THAT PORTION LYING WITHIN PARCEL SEVEN DESCRIBED IN THE DEED RECORDED NOVEMBER 29, 1990, SERIES NO. 1990-93942, OFFICIAL RECORDS:

1) AN UNDIVIDED ONE-FOURTH (1/4) INTEREST IN AND TO ALL MINERALS, MINERAL DEPOSITS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES OF EVERY KIND AND CHARACTER CONTAINED IN OR

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UPON SAID PROPERTY TOGETHER WITH CONTINUING RIGHT OF ENTRY FOR THE FULL ENJOYMENT OF THE RIGHTS SO EXCEPTED AND RESERVED, INCLUDING DEVELOPMENT WORK, BORING OF WELLS, MAKING OF EXCAVATIONS, INSTALLATION AND MAINTENANCE AND OPERATION OF PIPE LINES AND OTHER REQUISITE STRUCTURES AND THE REMOVAL OF SAID SUBSTANCES SO EXCEPTED AND RESERVED BY ALL USUAL, CONVENIENT AND NECESSARY MEANS BUT SUBJECT TO THE OBLIGATION TO MAKE JUST COMPENSATION FOR AND INJURY OR DAMAGE TO GROWING CORPS OR OTHER IMPROVEMENTS ON THE PROPERTY OCCASIONED BY THE EXERCISE OF AND OF SAID RIGHTS SO EXCEPTED AND RESERVED, IN THE DEED FROM CATHERINE W. AVERY TO THOMAS MCCORMACK, ET AL, DATED MAY 18, 1976, RECORDED JUNE 17, 1976 IN BOOK 1976 OF OFFICIAL RECORDS, PAGE 33223, INSTRUMENT NO. 20484, SAID INTEREST IS NOW OWNED BY SUSAN LAMBERSON BERKAN BY MESNE DOCUMENTS OF RECORD; BY PARTIAL RELEASE OF SURFACE RIGHTS, RECORDED JANUARY 23, 1992, SERIES NO. 92-5325, OFFICIAL RECORDS, EXECUTED BY WILLIAM MARKS, ET AL, TO MARKS-MCCORMACK ASSOCIATES, LTD., A CALIFORNIA LIMITED PARTNERSHIP, THE MINERAL OWNERS HEREBY TRANSFER, CONVEY, SURRENDER AND RELEASE ALL OF THEIR RIGHTS, ESTATES AND INTERESTS, NOW VESTED OR HEREAFTER ACCRUING, IN AND TO THE SURFACE OF THE PROPERTY AND THE UPPER 500 FEET THEREOF MEASURED VERTICALLY DOWNWARD FROM THE SURFACE OF THE PROPERTY.

2) AN UNDIVIDED ONE-FOURTH (1/4) INTEREST IN AND TO ALL MINERALS, MINERAL DEPOSITS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES OF EVERY KING AND CHARACTER CONTAINED IN OR UPON SAID PROPERTY TOGETHER WITH CONTINUING RIGHT OF ENTRY FOR THE FULL ENJOYMENT OF THE RIGHTS SO EXCEPTED AND RESERVED, INCLUDING DEVELOPMENT WORK, BORING OF WELLS, MAKING OF EXCAVATIONS, INSTALLATION AND MAINTENANCE AND OPERATION OF PIPE LINES AND OTHER REQUISITE STRUCTURES AND THE REMOVAL OF SAID SUBSTANCES SO EXCEPTED AND RESERVED BY ALL USUAL, CONVENIENT AND NECESSARY MEANS BUT SUBJECT TO THE OBLIGATION TO MAKE JUST COMPENSATION FOR AND INJURY OR DAMAGE TO GROWING CROPS OR OTHER IMPROVEMENTS ON THE PROPERTY OCCASIONED BY THE EXERCISE OF LAND OF SAID RIGHTS SO EXCEPTED AND RESERVED, IN THE DEED FROM MARGARET WELLMAN TO CHARLES LAMBERSON, JR., ET AL, DATED SEPTEMBER 23, 1976, RECORDED OCTOBER 8, 1976 IN BOOK 1976 OF OFFICIAL RECORDS, PAGE 57214, INSTRUMENT NO. 36128, SAID INTEREST IS NOW OWNED BY ALONZO H. WELLMAN, JR. AND MARGARET WITTE WELLMAN, AS TRUSTEES OF THE ALONZO H. WELLMAN, JR. AND MARGARET WITTE WELLMAN FAMILY LIVING TRUST OF 1979 UNDER TRUST AGREEMENT DATED DECEMBER 20, 1979; BY PARTIAL RELEASE OF SURFACE RIGHTS, RECORDED JANUARY 23, 1992, SERIES NO. 92-5325, OFFICIAL RECORDS, EXECUTED BY WILLIAM MARKS, ET AL, TO MARKS-MCCORMACK ASSOCIATES, LTD., A CALIFORNIA LIMITED PARTNERSHIP, THE MINERAL OWNERS HEREBY TRANSFER, CONVEY, OF THE PROPERTY.

3) AN UNDIVIDED ONE-EIGHT (1/8) INTEREST IN ALL OIL, GAS, OIL SHALE, ASPHALTUM AND OTHER HYDROCARBONS, AND ALL OTHER MINERAL DEPOSITS, WHETHER SIMILAR TO THOSE SPECIFIED HEREIN OR NOT, NOW OR AT ANY TIME HEREAFTER SITUATED ON OR UNDER THE ABOVE DESCRIBED LAND, TOGETHER WITH ALL EASEMENTS AND RIGHTS REASONABLE AND NECESSARY FOR THE EXPLORATION, PRODUCTION, STORAGE AND TRANSPORTATION OF SAID OIL, GAS, OIL SHALE, ASPHALTUM AND OTHER HYDROCARBONS AND ALL OTHER MINERAL DEPOSITS, WHETHER SIMILAR TO THOSE SPECIFIED HEREIN OR NOT, WHICH ARE HEREBY RESERVED TO GRANTORS, AS RESERVED IN THE DEED FROM THOMAS MCCORMACK, RECORDED DECEMBER 12, 1985, BOOK 1985, PAGE 118722, SERIES 59253, OFFICIAL RECORDS; BY PARTIAL RELEASE OF SURFACE RIGHTS, RECORDED JANUARY 23, 1992, SERIES NO. 92-5325, OFFICIAL RECORDS, EXECUTED BY WILLIAM MARKS, ET AL, TO MARKS-MCCORMACK ASSOCIATES, LTD., A CALIFORNIA LIMITED PARTNERSHIP, THE MINERAL OWNERS HEREBY TRANSFER, CONVEY, SURRENDER AND RELEASE ALL OF THEIR RIGHTS, ESTATES AND INTERESTS, NOW VESTED OR HEREAFTER ACCRUING, IN AND TO THE SURFACE OF THE PROPERTY AND THE UPPER 500 FEET THEREOF MEASURED VERTICALLY DOWNWARD FROM THE SURFACE OF THE PROPERTY.

4) ALL OIL, GAS, OIL SHALE, ASPHALTUM AND OTHER HYDROCARBONS, AND ALL OTHER MINERAL DEPOSITS, WHETHER SIMILAR TO THOSE SPECIFIED HEREIN OR NOT, NOW OR AT ANY TIME

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HEREAFTER SITUATED ON OR UNDER THE ABOVE DESCRIBED LAND, TOGETHER WITH ALL EASEMENTS AND RIGHTS REASONABLE AND NECESSARY FOR THE EXPLORATION, PRODUCTION, STORAGE AND TRANSPORTATION OF SAID OIL, GAS, OIL SHALE, ASPHALTUM AND OTHER HYDROCARBONS AND ALL OTHER MINERAL DEPOSITS, WHETHER SIMILAR TO THOSE SPECIFIED HEREIN OR NOT, AS RESERVED BY JUDITH ANN HUNT AS TO AN UNDIVIDED 3/16 INTEREST AND CHARLES A. LAMBERSON, AS TO AN UNDIVIDED 3/16 IN THE DEED RECORDED NOVEMBER 29, 1990, SERIES NO. 90-93943, OFFICIAL RECORDS; BY PARTIAL RELEASE OF SURFACE RIGHTS, RECORDED JANUARY 23, 1992, SERIES NO. 92-5325, OFFICIAL RECORDS, EXECUTED BY WILLIAM MARKS, ET AL, TO MARKS-MCCORMACK ASSOCIATES, LTD., A CALIFORNIA LIMITED PARTNERSHIP, THE MINERAL OWNERS HEREBY TRANSFER, CONVEY, SURRENDER AND RELEASE ALL OF THEIR RIGHTS, ESTATES AND INTERESTS, NOW VESTED OR HEREAFTER ACCRUING, IN AND TO THE SURFACE OF THE PROPERTY AND THE UPPER 500 FEET THEREOF MEASURED VERTICALLY DOWNWARD FROM THE SURFACE OF THE PROPERTY.

5) ANY AND ALL OF LANDOWNER'S INTEREST IN THE SUBSURFACE FOR ALL PURPOSES CONSISTENT WITH GAS OPERATIONS, INCLUDING BUT NOT LIMITED TO, THE RIGHT TO DRILL WELLS DIRECTIONALLY FOR OIL, GAS, WATER AND OTHER MINERALS UNDER, AND/OR THROUGH THE PROPERTY, REGARDLESS OF WHERE THE DIRECTIONALLY DRILLED WELLS MAY BE BOTTOMED AND REGARDLESS OF THE SURFACE LOCATIONS OF THE DIRECTIONALLY DRILLED WELLS. LANDOWNER ALSO GRANTS TO AHC THE RIGHT TO INJECT SALT WATER AND OTHER MATERIALS AND SUBSTANCES INTO THE SUBSURFACE OF THE PROPERTY, AS GRANTED TO AMERADA HESS CORPORATION, A DELAWARE CORPORATION, BY DEED RECORDED JANUARY 23, 1992, SERIES NO. 1992-5321, OFFICIAL RECORDS.

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END OF  
DOCUMENT

- 16.** Can you include a “SUBJECT TO: Any Restrictions, Conditions, Covenants, Rights, Rights of Way, and Easements now of record.” language on the face of the deed and if so what does that entitle you to skip?

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The following information and remarks are offered from a title insurance perspective. Besides operative words of conveyance, accurate legal description, parties capable of contracting, and proper certificate of notarial acknowledgement of a grantor's execution, a title company looks for satisfaction of two other requirements when approving a conveyance. One, the clear identification of the grantor (the deed's maker) as the last owner of public record. Two, the unambiguous expression of the quantity or class of the conveyed estate or interest. Hopefully, this material will aid preparation of deeds that avoid a title company's challenge due to some concern regarding these factors.

### Use of Table

In the Answers and Remarks column of the table, answers to questions are correspondingly numbered. Remarks, which are merely suggestions or observations, are listed alphabetically in no particular order of importance. Notes appearing in the Grantor or Grantee columns may repeat a numbered answer where the circumstance at hand is problematic title insurance wise and frequently encountered.

### Deed Types Under Discussion

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| A. Example.                            | D. Deed recorded to change trust dates.   |
| B. Deed to vest an undivided interest. | E. Deed with typographical errors in legal description  |
| C. Deed between related trusts.        | F. Deed reflecting terms and provisions, including mineral or water rights, easements, covenants, conditions, or restrictions set forth in a previous deed. |

QUESTION	PAGE	TYPE	GRANTOR	GRANTEE	ANSWERS AND REMARKS
1,2,3,4	2	A	John Doe and Jane Doe  Note:  Best that identification of grantor(s) include marital status. Connects grantor(s) to the owner(s) of record.	John Doe and Jane Doe, Trustees of the Doe Family Trust dated March 10, 2019	1. A grant deed includes covenants of the grantor's ownership and disclosure of encumbrances, interests, or other charges upon title created by the grantor. (Civil Code § 1113) It also conveys any "after acquired title" the grantor may come to possess post-delivery. (Civil Code § 1106.)

					<p>A quitclaim deed is not subject to Civil Code § 1113, nor does it provide the Civil Code § 1106 benefit.</p> <p>2. Best that the party requesting recording is named and not identified by occupation only, such as just “Attorney.”</p> <p>See Government Code (Gov. Code) §§ 27321 and 27321.5 requiring name of party requesting recording, name and address of the party to receive the deed after recording, and name and mailing address of the party to receive future tax statements.</p> <p>3. An assessor’s parcel number (APN) is required by Gov. Code §§ 27297.6 (LA County) and 27297.7 (all other counties) if the county’s board of supervisors adopts a resolution so requiring. Best to presume that such a resolution exists and to reflect all digits in an APN as assigned by the assessor’s office.</p> <p>Lack of an APN does not invalidate a deed. An APN is not required for title insurance purposes.</p> <p>4. Best that identification of grantor(s) include marital status.</p>
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					<p>This aids the connection of the grantor(s) to the record owner(s).</p> <p>Best not to append tenure of title (such as joint tenants, tenants in common, etc.) to grantor's identity.</p> <p>A. See Revenue &amp; Taxation Code §§ 11921-11930 for documentary transfer tax exemptions and its § 480.3 regarding preliminary change of ownership statements. See Gov. Code § 27388.1 regarding the affordable housing fee.</p> <p>B. The following declaration was accepted by the Sonoma County Recorder on a deed from an individual to himself as trustee of his revocable trust:</p> <p>The undersigned Grantor declares (i) this transfer is exempt from documentary transfer tax under California Revenue and Taxation Code Section 11930 and (ii) is a transfer of a residential dwelling to an owner-occupier under California Government Code Section 27388.1(a)(2)(B).</p> <p>No representation is made that this declaration is acceptable to any other county recorder.</p>
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					<p>C. A minimal form of a grant of real property is set forth in Civil Code § 1092. Of note, it does not require a representation that value is exchanged for a grant. A statement of exchanged value is a drafter's option.</p> <p>D. A fee simple title is presumed conveyed by a grant of real property unless a lesser estate or interest is expressed. (Civil Code § 1105)</p> <p>E. See Gov. Code § 27324 for requirement that a deed or other document to record have a title.</p> <p>F. Acquisitions of corpus for an estate planning trust cannot be taken merely in the trust's name. Such a trust is not a legal entity; title must be taken in the trustee's name. See <i>Portico Management Group, LLC v. Harrison</i>, 202 Cal.App.4th 464 (2011).</p> <p>G. When not appropriate to address spouses as wife and husband, then an apt description is "who are married to each other."</p>
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QUESTION	PAGE	TYPE	GRANTOR	GRANTEE	ANSWERS AND REMARKS
5	3	A	<p>From the page 3 Transfer Deed:</p> <p>Frank M. Vasquez and Maria Irma Vasquez, who acquired title as Irma G. Vasquez</p>	<p>From that Transfer Deed:</p> <p>Frank M. Vasquez and Maria Irma Vasquez Trustees of the Vasquez Family Trust dated March 22, 2016</p>	<p>5. Civil Code § 1096 requires a party acquiring by one name, in the event of subsequent name change, to set forth the acquisition name in a subsequent conveyance. Failure to do so results in a subsequent conveyance's failure to impart constructive notice as recorded.</p> <p>In the page 3 Transfer Deed, Maria is therefore a properly identified grantor. She need only sign and be acknowledged as Maria Irma Vasquez.</p> <p>A. The recorder must index both of her disclosed names as grantors. See Gov. Code § 27334.</p>
6	4	B	<p>From the Wrong Way:</p> <p>Bobby Lee Fowler, an unmarried man, as to an undivided 50 percent interest</p> <p>Note:</p> <p>Best not to show the percentage interest. This creates an ambiguity that Bobby conveyed 50% of his 50%.</p>	<p>From the Wrong Way:</p> <p>Bobby Lee Fowler, Trustee of the Bobby Lee Fowler Revocable Trust dated November 12, 2015, as to a 50 percent interest</p> <p>Note:</p> <p>This is ambiguous. Best to phrase such that the grantor's 50% interest is unmistakably quantified.</p>	<p>6. Express a percentage or fractional interest clearly, as in the Right Way to Convey:</p> <p>Bobby Lee Fowler, an unmarried man, grants to Bobby Lee Fowler, Trustee of the Bobby Lee Fowler Revocable Trust dated November 12, 2015, the herein Grantor's undivided 50% interest in and to the following described real property ...</p>

QUESTION	PAGE	TYPE	GRANTOR	GRANTEE	ANSWERS AND REMARKS
7	5	C	From the Source Deed:	From the Source Deed:	<p>7. This scenario can trigger inquiry by a title company to determine that the “certain” trust referred to in the Source Deed is the Blanche Louise White Revocable Trust dated January 7, 1999, if, as trustee, she (or her successor trustee) intends to convey describing the trust in the latter manner.</p> <p>If the latter manner is intended, then identification of Blanche’s trust is best served as shown in the Transfer Deed. This should remove a title company’s concern that Blanche may have more than one trust dated January 7, 1999.</p>
8	5		Blanche Louise White	Blanche Louise White Trustee under that certain declaration of trust dated January 7, 1999	
9	6	D	<p>From the 3<sup>rd</sup> Recorded Deed:</p> <p>Raymond E. Westberg and Henrietta M. Westberg, husband and wife</p>	<p>From the 3<sup>rd</sup> Recorded Deed:</p> <p>Raymond E. Westberg and Henrietta M. Westberg Trustees of the Raymond E. Westberg and Henrietta M. Westberg Revocable Living Trust dated <del>June 19, 1998</del> <del>July 13, 2005</del> January 30 2008</p>	<p>1. The 2<sup>nd</sup> and 3<sup>rd</sup> recorded deeds are not acceptable to a title company. They are outside of a marketable chain of title. The Westbergs departed title as individuals in the Source Deed; record title is in themselves as trustees of Source Deed identified June 19, 1998 trust; and a title company will initially acknowledge only the trustee(s) acting under the June 19, 1998 trust document.</p> <p>There is no cookie-cutter solution in answer to Question 9.</p>

					<p>Different title companies might propose different documentation for recording to establish that the 1998 trust was appropriately amended and/or restated by the purported 2005 and 2008 trust documentation before relying on a conveyance from a successor trustee of that 2008 trust. Or, a title company might require a final order of court establishing that the subject land is corpus of the Westbergs' trust as existing by trust instrument of date certain before relying on acts of its trustee.</p>
QUESTION	PAGE	TYPE	GRANTOR	GRANTEE	ANSWERS AND REMARKS
10	7	D	John Smith, an unmarried man	John Smith, Trustee of the John Smith Revocable Trust	<p>10. Title companies normally require a statutory trust certification before relying on a trustee's act. In the instant case, if a presented a certification that did not reveal concerns about Mr. Smith's capacity as trustee of the subject trust, then a title company will normally accept his execution of a deed identifying him as Trustee of the John Smith Revocable Trust or, if his preference, as Trustee of the John Smith Revocable Trust dated _____.</p> <p>If Mr. Smith has died, a title company will usually require its</p>

					<p>review of the trust and all amendments, modifications, etc. prior to relying on acts of a successor trustee. If a settlor acting as trustee dies, a title company will require recording of an acceptable document evidencing succession to capacity as trustee.</p>
QUESTION	PAGE	TYPE	GRANTOR	GRANTEE	ANSWERS AND REMARKS
11	8	E			<p>11. Typographical errors such as the “Californa” and “th” examples are ignored by title companies. Their preliminary reports and policies are written with legal descriptions using correct spellings without requiring correction of record of the offending document.</p>
12	9	E	Previous description calls to Subdivision 3880,	Subsequent description calls to Subdivision 3860.	<p>12. This is a critical error for a title company, requiring remediation of record by re-recording if the subsequent grantor is alive and cooperative or, if not, recording of a certified copy of a final order of reformation.</p> <p>A. Passage of time absent attack, other information gathered by a title company, and/or indemnification may induce a decision to insure using a correct description absent record remediation.</p>

QUESTION	PAGE	TYPE	GRANTOR	GRANTEE	ANSWERS AND REMARKS
13	10	E			<p>13. If the salient factors (lot, block [if any], tract name or number, filing date, and map book and page in county records) used in the legal description of the client's vesting deed are the same as that reflected in the legal description of the immediately preceding deed of record, then best to use the description from the client's deed. Title companies look for consistent salient factors, not exact mirroring.</p> <p>A. Excising of language deemed superfluous is frequently encountered in lot, block, and subdivision or tract descriptions.</p>
14	11-15	F	Pulte Home Corporation, a Michigan corporation	Daniel L. Hoover and Margaret Hoover, husband and wife, as community property	<p>14. Best to describe this land as shown on page 15 without repeating the underground utilities easements reserved therefrom.</p> <p>Repeating these easements without identifying them as those reserved by Pulte Home Corporation in the page 11 deed implies they are reserved by the Hoovers. This can lead to unnecessary negotiations if the Hoovers' "reserved easements" are excepted from coverage by a title company.</p>



					<p>A title company will not show in the legal description of a preliminary report or title policy addressing the Hoovers' title the provisions of their vesting deed imposing covenants, conditions, restrictions, and easements. These matters do not reduce the size of the land or the fee estate the Hoovers' purchased; they encumber its title.</p>
QUESTION	PAGE	TYPE	GRANTOR	GRANTEE	ANSWERS AND REMARKS
15	16-26	F	RVCP, LLC, a Delaware limited liability company	Gary C. Olson and Christina L. Olson, husband and wife, as joint tenants	<p>15. A title company will described this land as set forth in Exhibit "A" of this deed. The description is long due to the number of mineral estates previously excepted and reserved therefrom. While mineral estates can reduce the size of land conveyed, they always subtract from the fee estate in the entirety of land they affect.</p> <p>A title company will not include in a legal description for this land any of the imposed terms and provisions of the several documents referred to in this deed, or those created by this deed, unless its examination of those documents reveals provisions that are not merely encumbrances, i.e., covenants, restrictions, easements.</p>

					<p>If its escrow department prepares a deed from the Olsons to a third party, it will however include the Restriction and its related paragraphs set forth on page 16, seeing that the Olsons have promised to so do. As well, the deed will include the signatures of the grantee(s) on the deed as required by the Restriction.</p> <p>A. A method exists, acceptable to title companies, that can simplify transfer of title from the Olsons to their estate planning trust. It is to described this land as follows:</p> <p>Real property in the City of Rio Vista, County of Solano, State of California, described as follows:</p> <p>Being Lot 126, Map of Trilogy, Phase 6, filed December 6, 2006, in Map Book 83, at Page 71, Solano County Records, as conveyed to Gary C. Olson and Christina L. Olson, husband and wife, by deed from RVCP, LLC, a Delaware limited liability company, recorded July 23, 2014, as Document No. 201400054817, Official Records of Solano County, subject to all of the terms and provisions thereof incorporated herein by reference.</p>
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					<p>A drafter using this suggestion is best served by having the grantee trustee(s) accept the Restriction by signature in a trust vesting deed.</p> <p>However, while acceptable to a title company, this method may not be in accord with the expectations of RVCP, LLC.</p>
QUESTION	PAGE	TYPE	GRANTOR	GRANTEE	ANSWERS AND REMARKS
16	27				<p>16. There is no known prohibition to the use of such a “Subject to” clause. From a title insurance perspective, it is of little concern and, when encountered, is ignored. No title insurance position is ventured as to its effectiveness.</p> <p>A. Observations: If its use is an attempt to generically satisfy the Civil Code § 1113 covenant of disclosure, then its limitation to matters of record may not suffice as that section is not limited to record matters.</p> <p>As well, such a Subject to clause would seem inadequate in the face of a covenant the like of the Restriction in Question 16.</p>

Prepared by:

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