Theodore Daly Heyck Attorney at Law 2106 East Live Oak Drive Los Angeles, California 90068 323-630-4180

Theyck@yahoo.com

Licensed to practice: States of New York and California Supreme Court of the United States

April 19, 2023

Arrowhead Woods Property Owner The Arrowhead Woods

RE: THE EMPEROR HAS NO CLOTHES1

Dear Arrowhead Woods Property Owner,

Twenty years ago, when the lake was dangerously low, *although I did not know the truth, it appeared to me that based on deeds and case law there were appearances of improprieties that were causing that deficit* and I recommended that *those appearances be investigated for others to determine the truth.* Today with the advent of the LACSD/AWAC deal, *although I do not know the truth, it appears to me that based on deeds and case law there are appearances of improprieties* that are causing us to head into danger and I recommend that these *appearances be investigated for others to determine the truth.* Those deeds and case law are in this letter.

I hope that you have had a chance to read <u>ArrowheadWoodsInformed.com</u>. If you have read it, please check it again. It has been recently updated to include many significant deeds and court cases under subsection "Arrowhead Woods CCRs". The direct link is <u>ArrowheadWoodsInformed.Com/Deeds-Court-Cases</u>. Those deeds and court cases have been referred to in the letters from Garin Vartanian and me.

And, most important, we wish to thank all of you who have written to us expressing your gratitude for our letters and the website.

SECTION 1: A RECAP

When we first researched the LACSD/AWAC takeover deal we believed that it was solely a detrimental Power/Money Grab: that conflicts of interest abounded, that there was a suspicious rush to give LACSD "*a pig in a poke*" and that AWAC, Inc. had filed a sworn declaration with the County Recorder stating that sufficient signatures had been collected to authorize the renewal of the CCRs in 2010. However, none of the signatures were notarized as required by law and in the two tracts for which we were able to obtain ballots, there were insufficient signatures and many of those were from persons who did not even own the indicated properties on the date of the CCR extension filing.

We have detailed our research on <u>www.ArrowheadWoodsInformed.com</u> and concluded that the alleged 2010 extensions of the CCRs for four-digit tracts in the Woods failed because none of the alleged signatures were notarized nor recorded with County of San Bernardino Recorder's Office. In reviewing the signatures for only two

¹ "The Emperor's New Clothes" is a literary folk tale written by the Danish author Hans Christian Andersen, about a vain emperor who is convinced by his crooked tailors that he is dressed although he is completely naked. When he walked into the light, his citizens were dumbfounded. The tale has been translated into over 100 languages.

tracts which we were able to obtain signatures (8053 and 7891) we concluded that their extensions failed because there were insufficient signatures to meet the 55% land mass requirement or the 55% of record property owner requirements due to 1 - Duplicate ballots; 2 - Signatures from property owners who were not owners on the date of filing and 3 - Some lots that did not have all of the owner's signatures.

It is logical to conclude that if both examined tracts have insufficient signatures, then all remaining Tracts might also have insufficient signatures. We have reached out to AWAC, Inc. and requested the ballots for the remaining Tracts. As of this date, AWAC, Inc. states that after a good faith effort to locate the records they are unable to find them. We recommended that everyone request the ballots for their tracts. *AWAC, Inc. should still have them; it was the single most important vote in its history.*

However, since my earlier letter, additional research appears to reveal the deal is far, far worse. Our research appears to indicate that AWAC, Inc. has never had the authority to enforce the CCRs - A probably innocent mistake that may have evolved into a possible cover-up.

ROBERT LESTER, THE ORIGINAL GRANTOR OF ARROWHEAD WOODS.

Although the complexity of Arrowhead Woods real estate requires a limited understanding of the concepts of *"future interests*" and *"quit claim deeds*", those specific concepts are not the central issue surrounding AWAC, Inc.'s authority. Those issues have been relegated to an endnote to this letter.ⁱ The central issues relative to AWAC, Inc. are best understood through the analogy of the "Property Owner" and the "Policeman".

THE RIGHTS TO POSSESS (PRESENT AND FUTURE) AND THE RIGHT TO POLICE.

The majority of the "Woods" was owned by Robert G. Lester who deeded it in two separate deeds to 1 – the <u>Title</u> <u>Insurance Trust Company Deed</u> and 2 - the <u>Arrowhead Mutual Services Company Deed</u>. Mr. Lester wanted to convey land ownership while controlling the development of the land and maintenance of the forest. He therefore separated the present right of ownership, the right to police the development and the future possible ownership, i.e.: the reversionary rights into two deeds. Deed number 1 recorded on August 9, 1922 empowered the *Title Insurance and Trust Company (TITC)* to be the "Policeman" over all the land over which it also became the owner by that deed. In deed number 2, recorded on November 10, 1922 Robert G. Lester deeded to *Arrowhead Mutual Service Company (AMSC)* all the rights to possess the land in the future, the "reversionary" rights. Therefore, TITC owned the rights of present possession and the right to police its use. AMSC owned the reversionary rights in the property (the right to possess in the future) upon the happening of an event: the property was said to be subject to CCRs (Covenants, Conditions and Restrictions).

This separation was extremely important. The separation guaranteed that the Policeman (TITC) could not sell his property and then later profit off his policing the CCRs to get money or the property back. If it reverted, it went back to AMSC and the heirs and assigns, not the Policeman (TITC).²

The Ownership of the Properties (Land, the Architecture and Trees)

The ownership of the various properties is relatively easy to determine once the requisite deeds are found. The current problem is not with the land and its architecture. Those are clearly spelled out in the Tract deeds, however often riddled with blind alleys by quit claimers who may have had nothing. Their quitclaims should be disregarded as worthless to prove title until such time that the quit claimers can prove that they actually had something.

The questionable area has been the ownership of "the trees". Robert G. Lester, the owner of the majority of the Woods properties in Deed 1 given to TITC retained the ownership of the trees. And **<u>until recently</u>** all subsequent documents that we discovered reiterated that the benefits of the land "inured" back to the lot owners within their

² Something totally forgotten today where it appears that AWAC, Inc. may have pocketed the fines for cutting illegally cut trees, rather than using the fines to replace them. As you recall, the value of the trees inures to the benefit of all the lot owners within a Tract, not to the benefit of the Policeman. <u>Click on AMSC deed to Record Tract Owners giving the trees back to the property owners</u>. See the 1922 Lester deeds, supra as well as most CCRs.

Tract. Without any recorded deeds showing that Lester transferred the ownership of the trees subject to their restrictions, their ownership would have passed to his heirs. And since we came across no litigation involving his heirs, it was our suspicion that he must have given the trees to someone else. Until we learned otherwise, it was our conclusion that unless the heirs could be determined, the trees should be considered equitably owned by all of the lot owners within a Tract.

Within the last week we have found a deed from 1922 in which Lester conveyed all of the trees within one Tract to the Arrowhead Mutual Service Company. <u>See the 1922 Lester to AMSC Tree Deed.</u> In 1965 the Arrowhead Mutual Service Company quit claimed all of the trees surrounding and adjacent to Lake Arrowhead to the underlying property owners of the respective Tracts. <u>See the 1965 AMSC Tree Deed to Woods Property Owners</u>.

Since we have found a <u>grant deed</u> for some of the trees from Robert G. Lester to Arrowhead Mutual Services Company, there is a very good chance that other grant deeds are on file with the County Recorder that will show similar tree conveyances for the balance of the trees. We have not had the time to do that research prior to the issuance of this letter, but it should be simple for anyone to do: just check the San Bernardino Grantor index for Robert G. Lester from 1922 to 1966. This letter assumes hereafter that the trees in each Tract are owned by the lot owners within each Tract whether buy Equity or Law and as such they would be entitled to any moneys paid for their destruction.

However, the major concern of my letter is not the ownership of the property, but the right to police it. TITC had the sole and perpetual right to be the POLICEMAN and to create one or more Architectural Committees (POLICEMEN) which it did in the CCRs for each Tract. That sole policing right within the CCRs for each Tract existed potentially for 50 years, until 2010 and beyond, if properly extended by the record property owners. That *exclusive right* was given by TITC through the CCRs in each Tract; therefore, it was no longer available for AWAC, Inc. to obtain in 1989 and thereafter. That prior conveyance of the policing rights in all of the CCRs, cut off any possibility of AWAC, Inc. acquiring them. And that prior conveyance was generally overlooked by all litigants (except, I suspect, AWAC, Inc.) until 2014 when Hermine Murra and Sam Samarah (an extraordinary and remarkably self-schooled litigant) pointed it out to AWAC, Inc. by referring to the LAPOA v Sammy Davis Jr. Case No. 191469 (1979) Court Decision.

The various tract CCRs had declared that the Architectural Committee of each tract had the sole power to approve architecture related matters. Originally there was no provision for charging for permits. However, later TITC created that power in a few of the Tracts for nominal amounts, for instance in Tract 6782 the committee could charge \$50 for a building permit. That was a far cry from today's AWAC,Inc.'s fee schedule <u>Click on the current AWAC, Inc. FEE SCHEDULE</u>. The latest addition is a permit fee for solar panel inspections.

According to the CCRs, items other than buildings and related structures: such as the *preservation of the trees* were controlled by the shared power of the architectural committees for each Tract and/or the lot owners (in some Tracts to be represented by 3 lot owners, in others any lot owner could control) and/or often another entity was involved such as the Arrowhead Development Company. It varies from Tract to Tract. However, the balance of power is always the same. TITC created the architectural committees and although those committees had exclusive rights over architecture related matters, they did not have exclusive rights over the policing of tree protection.³

The right of TITC to Police is easily traced through the Lester deeds to the CCRs. There you will see TITC used its exclusive and sole powers to create architectural committees for each Tract with provisions for renewals through to

³ It should also be noted that in the original Lester deeds that TITC <u>never had exclusive sole jurisdiction over the trees</u>. The right to enforce all CCRs (other than those involving construction, buildings and improvements) was given, in the August 9, 1922 deed, to <u>*TITC*</u> *and the tract property owners (in most instances any property owner complaint had to be initiated by 3 tract owners) and often a third party.* This was repeated in the majority of the CCRs except for a few tracts, such as Tract 6782, where any lot owner could contest the violation of non bldg. related CCRs. Ultimately TITC granted its 1922 Architectural rights in varying ways via the CCRs for each Tract. Copies of those Tract specific CCRs are on <u>ArrowheadWoodsInformed.com</u>.

2010 and then to 2025 provided that proper voting procedures were followed by the record property owners in each tract.

Long before the 2010 expiration date, AWAC, Inc., apparently as an innocent mistake, came along in 1989 and simply proclaimed to be the Policeman named in all of the CCRs by virtue of "quit claim deeds" from entities who never received those rights from TITC.

In 1922 Lester gave the policing rights to TITC and TITC thereafter granted those policing rights to various architectural committees and others in all of the subsequent Tracts through their CCRs. Judy Ashton and Lois Mayo when they formed AWAC, Inc. in 1988 for some reason mistakenly believed that all the quit claim deeds that were made out to them from The Arrowhead Mutual Service Company, The Arrowhead Lake Corporation, Boise Cascade, the Lake Arrowhead Property Owner Association and the Arrowhead Lake Association gave them exclusive control as the Policeman. <u>Click here to see the MYRIAD OF QUIT CLAIM DEEDS</u>.

The reason that all of those entities used quit claim deeds rather than grant deeds should have been a signal that none of those "quit claimers" really believed that they had actually had the policing rights to give away. If they had really believed that they had the policing rights, they would have used grant deeds such as Lester did. As unfortunate as it may be, it appears that Ashton and Mayo were mistaken.

Quit claim deeds are the tools of the Unknowing and/or Charlatans. Evidently Judy Ashton and Lois Mayo, the founders of AWAC, Inc. did not know that, nor if they did, then the possible cover up of AWAC, Inc.'s lack of authority began with them. I prefer to assume that Ashton and Mayo made an innocent, but colossal mistake, rather than believe that they were intentionally duped or part of a monumental scheme to defraud.⁴

I owe much of my research upon the findings of Garin Vartanian, Ron R. Goldie, Esq., Steven S. Wall, Esq., Timothy W. Brown, Esq., Husam Samarah, Robert G. Berke, Esq. and Helene J. Farber, Esq. whose collective memoranda and pleadings when viewed all together in the cases of: <u>LAPOA v Sammy Davis Case 191469 (1979)</u>, <u>ALA v AWAC, Inc. CIVSS808455 (2008)</u>, <u>AWAC, Inc. v Mill Pond Partners CIVDS900262 (2009)</u>, <u>AWAC,</u> <u>Inc. v Murra CIVDS1405048 (2014)</u>, <u>AWAC, Inc. v Hatt CIVDS1400240 (2014)</u>, <u>Samarah and Murra v</u> <u>AWAC and ALA CIVDS1717319 (2017)</u> reveal the unraveling of the perception of the authority of AWAC, Inc.; that perhaps it had no true authority beyond faltering bluffs.

In 2009 AWAC, Inc. allegedly had a financial "windfall" with the Mill Pond project where numerous trees were cut. As reported in the **Mountain News** (September 15, 2021, Keith Robinson) "According to Scott (AWAC President), there was an undisclosed financial settlement and then the development eventually went under. Even though AWAC got a financial windfall (likely six figures based on the formula) from Mill Pond, that money does not bring the trees back to life. Nor does the money end up in resident's hands either, but into the control of the seven members of the AWAC board to do with, as they like, without supervision." When the dust settled, San Bernardino County taxpayers were left holding the bag. If that confidential settlement to AWAC, Inc. their tax returns and State Non-Profit filings for that year and the following years do not appear to show that "windfall". I cannot help but wonder where the six-figure settlement money went. Hopefully, it inured to the benefit of the lot owners within the Tract per the CCRs. Based on the research as outlined in this letter, it appears that in 2009 AWAC, Inc. had no authority to enforce any CCRs against the Mill Pond interests nor did it own the trees within the Arrowhead Woods Tract No. 76. Therefore it appears that AWAC, Inc. was not entitled to any money paid for the destruction of trees (Whether described as "damages" or "penalties"). The tract owners within Tract No. 76 were entitled to that money. <u>Click here to see the Mountain News Reporting of the Settlement</u> and also <u>Click here to see AWAC's financials for 2009 and thereafter</u>.

⁴ Robert Lester used Grant Deeds. If someone tells you that Ashton and Mayo got something by way of the quit claim deeds, ask them to prove it. It appears that AWAC, Inc. has based all of its demands for money, settlements and lawsuits upon their presumably innocent error believing they gained something through the deeds, and it has worked for 25 years by dent of insistence, bluff and often chicanery, that is, <u>until 2014</u>.

In 2014, "the worm began to turn" against AWAC, Inc. in a series of lawsuits. It began with <u>AWAC, Inc. v Hatt</u> <u>CIVDS1400240 (2014)</u>. That unraveling must have been perturbing to AWAC, Inc.'s previously unchallenged authority: an authority that emboldened its Executive Director, Stacey Lippert ne. McKay to brag that *defendants almost always settle*. Defendant property owners have always been so intimidated and in awe of AWAC, Inc.'s unquestioned authority that AWAC, Inc. had been to trial *only 2 times in 27 years*. <u>Click to see Declaration of Stacey McKay in AWAC, Inc. v. Hatt</u>. (Page 3: Lines 11-13)

AWAC, Inc.'s waning power fiction may have caused one or more of its officials to think twice about its future. The judge in the case <u>AWAC</u>, Inc. v Hatt <u>CIVDS1400240</u> (2014) denied John G. Würm's demand for his attorneys fee in the amount of <u>\$33,990.36</u> and AWAC's original demand of <u>\$37,200.00</u> to compensate AWAC, Inc. for the loss of one tree: one tree. Instead, the court awarded only <u>\$50.00</u> to AWAC, Inc. (the cost of the permit) and nothing to John G. Würm.

AWAC, Inc.'s lack of authority was again revealed in <u>AWAC, Inc. v Murra CIVDS1405048 (2014)</u> resulting in AWAC dismissing its complaint with prejudice as to all parties for two different woods properties. <u>See the</u> <u>Dismissal With Prejudice</u> in this case and the subsequent case of <u>Samarah and Murra v AWAC and ALA</u> <u>CIVDS1717319 (2017)</u>, resulting in a stipulated judgment in which AWAC's attorney, John G. Würm, now the President of the Board of Directors of LACSD, withdrew any claim of enforcement rights over the Murra property. See <u>Stipulated Judgment</u>.⁵ In the defendant's answer and at least one cross complaint against AWAC, Inc., its fiasco with the mismanagement of the CCR extension vote was raised as a defense. AWAC, Inc. subsequently dismissed its lawsuit.⁶ It appears that since 2017, there has been a race by AWAC, Inc. to hide beneath the mantle of LACSD's massive coffers. If the past is any lesson for the future, LACSD will walk right into this trap - smiling and bragging with every step.⁷

HOPEFULLY AN INNOCENT MISTAKE: THE CRAFT AND SOMETIMES RUSE OF THE "QUIT CLAIM DEED".

The situation appears to be worse than we thought. During our research we studied the history of AWAC, Inc. It was founded by two local residents, Judy Ashton and Lois Mayo in 1988 having previously been a subcommittee of ALA. Ms. Ashton and Ms. Mayo based AWAC, Inc.'s entire authority to enforce the CCRs, fine unauthorized tree cutting and demand payments for construction permits solely on having obtained those "rights" through quit claim deeds issued by The Arrowhead Mutual Service Company, The Arrowhead Lake Corporation, Boise Cascade, the Lake Arrowhead Property Owner Association and the Arrowhead Lake Association.⁸ It appears that those entities did not have any such Policing rights to quit claim.

Therefore, the current AWAC, Inc. appears to have no valid claim to hold Policing rights as the descendant of any Architectural Committee or other entity. 25 years or more before AWAC, Inc. came into existence TITC gave the Policing powers exclusively to architectural committees and others in the various Tracts. Therefore AWAC, Inc.

⁵ I suspect, but cannot prove, that AWAC, Inc.'s realization that the days of profiting off of AWAC, Inc. are numbered may have been the impetus to dump this fiasco on LACSD and its unsuspecting rate-payers.

⁶ AWAC, Inc. when confronted by the <u>Defendant's Answer in 2014</u> that it had not correctly extended the CCRs did not deny it, but objected that it was too late to object to AWAC's failure. Mr. John G. Würm on behalf of AWAC, Inc. claimed that the <u>Statute Of</u> <u>Limitations and Laches</u>, prevented anyone from raising the expiration of the CCRs as an affirmative defense. Fortunately for the defendant, although the law is often an ass, it is not that much of an ass. Where Fraud is involved Laches or the Statute of Limitations begins to run on the day that the fraud is discovered. Mr. John G. Würm, on behalf of AWAC, Inc., dismissed AWAC's lawsuit with prejudice. <u>AWAC, Inc. v Murra CIVDS1405048 (2014)</u>.

⁷ If you recall, LACSD's acumen in research and admitting liability in the SWRCB water over-draft case was less than desirable. LACSD needlessly spent a lot of ratepayers' money. It looks like this LACSD/AWAC deal will be more of the same.

⁸ Remember quit claim deeds: "I am not promising anything, take the deed at your own risk." None of these entities ever held the right to appoint or become an "Architectural Committee". It would appear that much of Ms. Ashton's and Ms. Mayo's beliefs in the powers of AWAC, Inc. were based not on research, but rather on anecdotal rumors and faulty land research.

could not have obtained those enforcement rights through various "quit claim" deeds from the Arrowhead Mutual Service Company, The Arrowhead Lake Development Co, Boise Cascade, The Lake Arrowhead Property Owner Association and the Arrowhead Lake Association. <u>Click here to see the MYRIAD OF QUIT CLAIM DEEDS</u>. Also see the <u>LAPOA v Sammy Davis Jr. Case No. 191469 (1979) Court Decision</u>.

TITC was the exclusive owner of those enforcement rights under the Lester 1922 deed. <u>Click here to see the</u> <u>LESTER/TITC DEED</u>. In that 1922 deed, 66 years before AWAC, Inc. was created, TITC obtained the exclusive right to appoint the Architectural Committees. Thereafter TITC passed the Policing right along in the CCRs exclusively to additional Architectural Committees within the various CCRs. All of which could be renewed until 2025 - to a date 37 years after the formation of AWAC, Inc. There is no credible way that TITC would have given someone else the authority to exclusively Police since that would violate the exclusivity of TITC's other grants in the CCRs.

SECTION 2: LIABILITY

Mr. Vartanian and I own property in Tracts 72 and 5, respectively, and therefore are not in one of the 4-digit tracts which were affected by the AWAC 2010 vote fiasco. Our tracts are the so-called perpetual tracts subject to CCRs until the end of time. That's another story; suffice it to say that we are not immediately affected by AWAC, Inc.'s ill-fated 2025 extension efforts.

Many of the 4-digit tract owners have paid substantial fines and/or fees for permits and/or forgone making improvements because AWAC, Inc. has represented to them that it had the sole authority to enforce the CCRs although AWAC, Inc. knew or should have known, that either it never had that right, or if it did, that right had expired. Enormous fines have been paid to AWAC, Inc. because trees have been removed without AWAC, Inc.'s alleged authority. Has that money been used by AWAC, Inc. to replace the trees which inured to the benefit of the property owners? Who has profited from the cutting of the trees? Does AWAC, Inc. maintain a tree replacement program? Did the money simply go into the pockets of persons other than the Woods property owners?

IF THE POLICEMAN BECOMES A PROFITEER - WE ALL LOSE.

We have written our letters in an effort to raise question in hopes that that people will investigate whether or not the actions of any of the involved parties may have violated the law.

SECTION 3: THE CONCLUSION

I am informed that one or more of the involved parties will be making public statements in their defense about how they encouraged and/or participated in the actions of AWAC, Inc. Having spent 28 years of my life as a public prosecutor in both New York City and Los Angeles, in good faith, my only comment is to remind each of those individuals to speak first to a lawyer knowledgeable in *both* Criminal and Civil law and remember that:

"You have the right to remain silent. Anything you say can and will be used against you in a court of law. You have the right to an attorney. If you cannot afford a lawyer, one will be provided for you."

"<u>Vote No</u>" when asked to approve this LACSD-AWAC deal starting in June. Your independence depends on it.

Yours,

J. o. thy -

Ted Heyck

ENDNOTES:

ⁱ The Thicket of Future Interests and Quit Claim Deeds.

As most real estate agents will tell you, the arcane niceties of real estate law can befuddle even the most educated. The history of real estate in Lake Arrowhead is particularly difficult: a thicket for the unfamiliar and a playground for the unscrupulous. Allow me to make a necessary digression for a moment to discuss some very important real estate concepts that crop up in Lake Arrowhead and have been tools of the crafty: future interests and the infamous "quit claim deed".

Future Interests.

A future interest is the right to possess property in the future. A future interest is in direct contrast with a present right to property, also referred to as a possessory estate. *"I own my house."* sometimes called a fee simple absolute (The whole entire estate): *"It's all mine!"*

A future interest exists in the present however a subsequent estate, possession and/or ownership, will not occur until the happening of a certain event. At that point the estate either reverts (flows) back to the original grantor or flows to another grantee. A reversionary interest is the right of a grantor to resume ownership of land when that certain event happens.

Reversionary interests have been used for centuries to provide a mechanism for change of ownership if certain possible conditions set forth in a deed are triggered: the rule of mortmain (the dead hand). In 1922, Robert G. Lester, the original grantor of all of the Arrowhead Woods properties, loved them.

"I am giving my property to Sam, his heirs and assigns (purchasers) so long as liquor is not consumed on the property, however if liquor is consumed the property will 'revert' back to Sam, his heirs and assigns." The reversion is held by the grantor of the original conveyance.

For centuries the law honored such restrictions and bent over backwards to enforce them.ⁱ However, modern law "abhors automatic forfeiture". Today judges today will seek to find that such distinctions are not enforceable. In fact, California has statutorily abolished many restrictions in order to prevent someone with a future interest arriving at the door holding a 450-year-old document claiming that your property is now their property because liquor was consumed on the property or a tree was cut down.

To resolve these and other problems, Judges began to wear two hats: one that was worn when the judge sat "in Law" and the other when the judge sat "in Equity". When a judge could not arrive at his perception of Justice using the Law, he simply creatively used his Equity hat. The Equity hat allowed him to disregard "the law" and rule 'In Equity" and arrive at conclusions that he or she felt "right" using concepts such as "equitable conversion", "specific performance" "equitable servitudes" (a favorite in Lake Arrowhead).

Intoning ancient Latin phrases, judges turned demi-priests have regularly declared when legal logic didn't work: "*ubi jus ibi remedium*" ("where there is a right there must be a remedy") - In plain English: ("where there's a will, there's a way"). Judges have figuratively banged their Hog Wart's Gavels and declared a new "equitable" solution: anything to stop a dead hand from controlling the living.

The Infamous Quit Claim Deed.

The quit claim deed is often the creature of the Unknowing and/or the Crooked. As many of you who are in the real estate profession know a quit claim deed says, "*I may not have anything, but if I do you can have it; however, you take your chances*". I could quit claim to Steve Keefe, the owner broker of Coldwell Banker Skyridge Realty, all my "right and title in "Lone Pine Island" and file that "quit claim deed" in the San Bernardino Recorders Office and many, many years from now long after we have gone to meet our respective Makers, if someone didn't know better, they would have to scurry around to determine if I, or any of my predecessors, had an interest in Lone Pine Island. I could do the same relative to the Parthenon or the land under the Pyramids. (I would have to file the quit claim in Athens and Cairo respectively.) You get the picture: a quit claim deed is meaningless to prove title. It creates the impression that it gives something when, in reality, it gives nothing other than a headache.

Faced with a quit claim deed, most people will not bother to scurry around and do any research on whether it conveyed anything. As you will learn later, they will like Judy Ashton and Lois Mayo, the founders of the modern AWAC, Inc. simply assume that they had obtained rights when they had not. And therein lies the rub and possible downfall of AWAC, Inc.; More about that later. See "<u>An Innocent</u> <u>Mistake (Hopefully)</u>".