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SUPREME COURT, U.S.

ORIGINAL

No. 24 - 818

Supreme Court of the United States

TRIKA SPREWELL,

Petitioner,

v.

JUANA FLORES,

Respondent.

**On Petition for a
Writ of Certiorari to the
Supreme Court of California**

PETITION FOR A WRIT OF CERTIORARI

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October 7, 2024

Petitioner is Self-Represented

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QUESTION PRESENTED

1. Whether the lower Courts in California erred in reaching its decisions made within this Quiet Title Action, without proper consideration of the parcels "Pooled Interest", and burdened reservations contained in the original 1963 Continental Northern Subsurface Oil and Gas Lease No.4?
2. Was Lot 10 in Block 3 of Messenger Tract 277 conveyed to the Respondent Juana Flores on May 4, 1981 through Stewart West Coast Title Co., and Ticor Title Company?
3. Does the Petitioner Ms. Sprewell, as current lessor of an active mineral interest within the subject parcel, actually own interest within Lot 10 in Block 3 of Messenger Tract 277, in Long Beach, California?

PARTIES TO THE PROCEEDINGS

Petitioner Trika Sprewell, is the owner and lessor of an active mineral interest, that is currently in production, extracting minerals from the subsurface of the subject parcel of land. Petitioner was the Plaintiff and the Cross-Defendant within the Trial Court. Ms. Sprewell was the Plaintiff/Appellant in the Court of Appeals, Second Appellate District, Division Seven.

Respondent is Juana Flores. Respondent was the Defendant/Counterclaim-Plaintiff within the Trial Court. Juana Flores did not respond to the appeal, she was the Defendant/Respondent in the Court of Appeals, Second Appellate District, Division Seven.

STATEMENT OF RELATED PROCEEDINGS

This case arises from the following proceedings:

- Trika Sprewell v. Juana Flores in the Supreme Court of California, Case Number S284260, (Petition for review is denied.) Filed May 15, 2024.
- Trika Sprewell v. Juana Flores in the Court of Appeals, Second Appellate District, Division Seven, Case Number B329537, (Appeal denied.) Filed February 8, 2024.
- Juana Flores v. Trika Sprewell Counterclaim in the Superior Court of the State of California, County of Los Angeles, Quiet Title Action Case Number 21LBCV00423. (Judgment was entered against the Petitioner, and in favor of Juana Flores on 04/04/2023.)
- Trika Sprewell v. Juana Flores in the Superior Court of the State of California, County of Los Angeles, Quiet Title Action Case Number 21LBCV00423. (Judgment On Default and Judgment Quieting Title, to the Real Property, and the Mineral Interest was granted in favor of Trika Sprewell, so ordered on 12/03/2021.)
- Trika Sprewell v. Juana Flores in the Superior Court of the State of California, County of Los Angeles Unlawful Detainer Case Number 21LBUD00565 (Writ of Execution was stamped on 12/15/2021)
- Trika Sprewell entered her case for Probate, on 12/20/2016 in the Los Angeles Superior Court of California, Case Number 16STPB07090. Court convened at 8:30 am on 01/08/2020.

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PETITION FOR A WRIT OF CERTIORARI

Petitioner respectfully seeks a writ of certiorari to review the judgment of the Supreme Court of California.

OPINIONS BELOW

The opinions of the highest state court to review the merit is the Supreme Court of California, (Pet. App.1a) unpublished at page 51. Opinion of the California Court of Appeals (Pet. App. 3a) unpublished at page 53. Quiet Title Action Trial Court's opinion for the Los Angeles Superior Court of California (Pet. App. 14a) at page 64. Quiet Action Judgement for the Los Angeles Superior Court (Pet. App 23a) at page 73. Unlawful Detainer Action (Pet. App. 26a) at page 76. Probate (Pet. App. 35a) at page 85.

JURISDICTION

The Supreme Court of California entered order on May 15, 2024 at Pet. App. 1a. at page 51. Case No. S284260. This Court has jurisdiction under 28 U.S.C. Section 1257(a).

"[I]t is settled that [this Court] may consider questions raised on first appeal, as well as 'those that were before the court of appeals upon the second appeal.' *Mercer v. Theriot*, 377 U.S. 152, 153-54 (1964) (per curiam) (citation omitted); see also *Major League Baseball Player's Ass'n v. Garvey*, 532 U.S. 504, 508 n. 1 (2021) (per curiam).

STATUTORY PROVISIONS INVOLVED

This case provides, in relevant part:

(1) Revenue and Taxation Code Section 61, subdivision (c) which provides that the creation or transfer of leasehold interest having a term of 35 years or more constitutes a change of ownership.

(2) A change in ownership occurs upon the transfer of a present interest in real property, including the beneficial use thereof, the value of which is substantially equal to the value of the fee interest. (Revenue and Taxation Code Section 60.)

(3) California Code of Civil Procedure Section 323: For the purpose of constituting an adverse possession by any person claiming a title founded upon a written instrument, or a judgment, or decree, land is deemed to have been possessed and occupied in the following cases: 3. Where, although not in closed, it has been used for the supply of fuel.

(4) Filing False Documents, under California Penal Code Section 115 PC makes it a felony to file any forged or false documents within a public office.

(5) California Code of Regulations Section 469 (g) Taxable Value of the Right to Produce Minerals. The value of the right to produce minerals shall be established as of the date that the production of minerals commences and the value shall be placed on the roll as provided by law. When the value of the right to produce minerals is enrolled, the roll value of the exploration or development rights for the same reserves shall be reduced to zero.

(6) A "CHANGE OF OWNERSHIP" AS USED IN ARTICLE XIII A, SECTION 2 OF THE CALIFORNIA CONSTITUTION.

(7) The most basic form of ownership, fee simple, entitles the owner to exclusive enjoyment of the property in perpetuity, that is, for so long as the property exists. (California Civil Code, §§ 691, 762.)

(8) A fee simple interest is an estate of inheritance. (California Civil Code, §§ 761-762.)

(9) 18 California Code of Regulations Section 474 Petroleum Refining Properties. (a) The provisions of this rule apply to the valuation of the real property, personal property, and fixtures used for the refining of petroleum. (b) General. (1) The unique nature of property used for the refining of petroleum requires the application of specialized appraisal techniques designed to satisfy the requirements of Article XIII, Section 1, and Article XIII A, Section 2, of the California Constitution. To this end, petroleum refineries and other real and personal property associated therewith shall be valued pursuant to the principles and procedures set forth in this section.

(10) California Code of Regulations Section 468 Oil and Gas Producing Properties. (a) The right to remove petroleum and natural gas from the earth is a taxable real property interest. Increases in recoverable amounts of minerals caused by changed physical or economic conditions constitute additions to such a property interest.

STATEMENT OF THE CASE

A. Factual Background

This is a quiet title action case. The Petitioner is seeking "Equal Protection" under the law. Per

the California Constitution Article I Declaration Of Rights Section 7.(a). The interest within Lot 10 in Block 3 of Messenger Track 277, in Long Beach, California. Is under a lease for the production of oil and gas wells. The lease was signed on October 22, 1963, and production continues through today. The lease agreement was entered into by Mamie Butler the Petitioner's great grandmother, and Continental Northern Corporation. All interests within the subject track of land was pooled with tenants in common. Pooling refers to the consolidation of tracts of land into a single drilling unit. A cross conveyance happens amongst the owners of minerals within the unitized track.

The company Ticor is listed on Juana Flores mortgage deeds as "THIS FORM FURNISHED BY TICOR TITLE INSURERS". The Petitioner sent a subpoena to Tiocr Title, for them to produce all mortgage documents pertaining to the subject parcel. The mortgage company Fidelity National responded with an affidavit saying, "I am a duly authorized custodian of records for Fidelity National Financial and all affiliated companies; I have authority to certify these records; and A diligent search was preformed for Tico Title Insurance company records for Title# 251459-12 or 1752 Henderson Ave., Long Beach, C.A.. a/k/a/ APN# 7269-037-005 and no records were found in the Company's possession". Dated Oct. 21, 2022. Stewart West Coast Title Company, is the other mortgage company listed on Juana Flores mortgage deeds. The Petitioner sent a subpoena of record to Stewart Title Company as well. And received a declaration of custodian of records. That states, "A thorough search has been made for the documents described in the Deposition Subpoena for Production of Business Records Case Number 21LBCV00432 and no such records were found".

Dated Oct. 28, 2022.

A grand jury indictment in the amount of \$3.6 million dollar mortgage fraud scheme has been entered against 1st Fidelity Home Loans; 1st Fidelity Escrow and associates. For providing lenders with falsified documents; facilitating fraudulent loans; including pay stubs, W-2 forms, alimony checks, and even child support payment. The misuse of their mortgage broker licenses was also used to fraudulent secure home mortgage loans in Los Angeles, and throughout California. They were arraigned on charges including mortgage fraud, receiving proceeds of mortgage fraud and grand theft. Under the following indictment case number 24CJCF06498.

The Petitioner had the subject parcel investigated by the California State Land Commission. And received a letter dated July 26, 2022. This letter states, "Staff has confirmed that the subject property, initially owned by Mamie Butler and now by Trika Sprewell". "Staff used CalGEM's WellSTAR online well database using the AIN number for the well you included in your application, and has concluded that all subject wells are in the upland portion of West Wilmington and Long Beach Unit." "The 38 Wells of the total 42 wells are located east of the 710 freeway, west of the Los Angeles River, and North of Cowlers Street. The remaining four wells are north of the 710 freeway and are operated by Mobil and the Port of Long Beach." The Petitioner has filed this letter within all the lower Courts.

If whomever is reading this could take just one moment to review the Los Angeles County Assessor's sales record for AIN:7269-037-005, address as 1752 Henderson Ave., Long Beach, CA. 90813. The record

shows the attempt conveyance of the subject parcel of land, by the Respondent was rejected on May 4, 1981 at 8AM, under document number 0442502. The acquisition value was entered onto the roll. Development Rights-Acquiring Parcel. # of Parcels Transferred 1. The Ownership Code list: Tenants in Common. The assessed value was "rolled back" and reduced to zero. 00%0 percent of the interest was transferred or sold. Document Number 81-0442502 is the Respondents "Individual Grant Deed". That was recorded together with the Respondents "Short Form Deed of Trust and Assignment of Rent". Also dated May 4, 1981 at 8AM under document number 81-0442503. The Respondent list May 4, 1981 as the day she bought the parcel, through a mortgage lender.

The Petitioners predecessor Mamie Butler's parcel of land is currently being leased, and coupled with her interest. Due to the 1963 mineral lease agreement, the subject parcel of land was irrevocable for 20 years (1963-1983). And thereafter as long as production continues. Within the assignment all rights, title, and interest of Mamie Butler's within the subject parcel of land, as well as her "successor's interest". Was conveyed with all land laying beneath the streets, alleys, roads within, adjacent to, or adjoining the subject property. The Petitioner enters the fact that she is the successor of the Mamie Butler Estate, with a right to defend title to the subject property.

The Petitioner inherited this real property from her grandmother Itaska Jones, through the Itaska Jones Irrevocable Trust in 2015. The trust interest is in the quitclaim deed dated August 14, 1975 under document number 3921. Gifting a 1/2 interest in the real property from Mamie Butler to Itaska Jones.

Mamie Butler died April 2, 1977. Thereafter, Itaska Jones was "In Care Of" the mineral interest. Itaska Jones passed away in 2015. Thereafter, the Petitioner Ms. Sprewell became "In Care Of" the mineral interest. And entered a petition for Probate in 2016. Letters was granted on 12/20/2016. Ms. Sprewell was appointed Personal Representative of the Butler Estate, with Full IAEA. Notice of Petition to administer estate of Mamie Butler Case No, 16STPB07090. Was printed in the Downtown Gazette 12/23/2016 - 01/06/2017. The Petitioner updated the lease agreement, attached over 50 years of production records to the agreement. Then recorded the oil and gas lease agreement within the Los Angeles County Recorder's Office on 02/28/2019. The lease was successfully recorded by the Petitioner within the recorder's office for 5 years now under Doc. No.20190180932. As production continues through today.

The Respondent used fraudulent deeds on May 4, 1981, furnished by Ticor to create an illegal lien against the subject property. Seven years later on January 28, 1988 at 4PM the Respondent recorded another fraudulent document. A "Legal Release of Claim of Mechanics Lien" under document No.88-12516. This document had no legal description on it. And an incorrect address of "3759 Orchard Dr" was listed. When the actual address is 1752, 1754, 1756 Henderson Ave., Long Beach, California, 90813. The residence is a triplex.

On the same day, at the same time, the Respondent recorded a fraudulent "Quitclaim Deed" against the parcel of land under document number 88-12517, dated January 28, 1988 at 4 PM. A cloud against the subject property was therein created, and the

first 33% of the interest within the parcel of land was transferred to the Respondent.

On April 13, 1990, a fraudulent "Grant Deed," was recorded from Sonia Flores Stewart, to Juana Flores under Document No.90-705341 at 3:31PM. Along with a fraudulent "Quitclaim Deed," listed as a gift from Michael Stewart, to Sonia Flores Stewart, under Document No. 90-705340, dated April 13, 1990 at 3:31PM. This transaction is labeled as "Less Liens", with a sales price of \$30,000.00. See 610.0001-Appraisal-Upon-Completion.

When a mortgage is paid off, the lender will provide, and record, a legal document called a "Deed Of Reconveyance", which officially releases their interest in the land. Transferring full ownership to the borrower. The lien created by the Respondent, was never released by the company listed on the original mortgage deed "Stewart-West Coast Title Company". Stewart Title, provided the Petitioner with a declaration stating that they own "no records" related to the sale of the subject parcel of land. Dated Oct. 28, 2022.

B. Trial Court Proceedings

The Petitioner entered a quiet title action into the Los Angeles Superior Court. Providing proof of all claims. On 12/03/2021 Judgment was entered in favor of Ms. Sprewell. Quieting Title to the Real Property and the Mineral Interest. This judgment was later reversed.

Within the Trial Court proceedings, the Trial Court Judge never considered the fact that the Respondents

deeds were fraudulent. Despite the Petitioners valid claims against the validity of the Respondents Deeds. The Petitioner provided evidence strong enough to fully justify her claims. In hopes of asserting reasonable doubt against the legitimacy of the Respondents deeds.

A lien was created against the property with a "Legal Release of Claim of Mechanic's Lien" addressed as "3759 Orchard Dr". When the actual address is 1752, 1754, 1756 Henderson Ave., Long Beach, C.A. 90813.

California Civil Code Section 2939 states that the mortgage has been paid satisfied or discharged. Per California's Civil Code 2941 within thirty days after the mortgage has been satisfied shall record or cause to be recorded in the office of the county of record in which the mortgage is recorded. [This never happened].

C. The Appeal

On Appeal the Court gave a few different reasons why they could not make a ruling, nor consider the Petitioners claims. Thereafter, ruled against her without a review. See Federal Rules of Evidence 42 U.S.C. Code Section 1983; And 18 U.S.C. Section 242.

For these reasons the Petitioner is seeking Writ of Certiorari by the United States Supreme Court.

Per California Civil Code Section 8494 if a claim of lean expires and is unenforceable under section 8460 or if a court order of judgment is recorded under section 8490 the claim of lien does not constitute

actual or constructive notice of any of the matters contained, claimed, alleged, or contended in the claim of lean or create a duty of inquiry in any person thereafter dealing with the affected property.

Filing False Documents, under California Penal Code Section 115 PC makes it a felony to file any forged or false documents within a public office. And perjury is listed under California Penal Code Section 118 PC. The enforcement of the obligation within the Respondents 1981 deed of trust, is barred by the statute of limitations.

Marketable Record Title Act California Civil Code Section 880.020 et seq. Section 885.060 (a) Expiration of a power to termination pursuant to this chapter makes the power unenforceable and is equivalent for all purpose to a termination of the power of record and a quitclaim of the power to the owner of the fee simple estate, and execution and recording of a termination and quitclaim is not necessary to terminate or evidence the termination of the power. (b) Expiration of a power of terminate pursuant to this chapter terminates the restriction to which the fee simple estate is subject and makes the restriction unenforceable by any means, including but not limited to injunction and damages. Section 880.250 (a) The time prescribed in this title for expiration or expiration of record of an interest in real property or for enforcement, for bringing an action, or for doing any other required act are absolute and apply notwithstanding any disability or lack of knowledge of any person or any provisions for tolling a statute of limitations.

The Unique nature of mineral property interest requires the application of specialized appraisal

techniques designed to satisfy the requirements of Article XIII, Section 1 and Article XIII A, Section 2, Of the California Constitution to this end mineral property interests and other real property associated therewith shall be valued pursuant to the principal set forth in this section.

California Constitution Article XIII, Section 1, Provides that all property "is taxable and shall be assessed at the same percentage of fair market value". "Fair market value" or "full cash value" is the "appraised value of real property when purchased newly constructed or a change in ownership has occurred after the 1975 assessment".

The Petitioner is the owner of an inherited interest within the subject track of land. And enters the fact that she has the right to petition the court under the First Amendment. Shall not be deprived out of property, entitled to due process, and equal protection of the law under the 14th Amendment. Each action done by the Petitioner was done under the authority of law by court order. After filing valid, legal petitions that were granted within the lower Courts in California.

2016 California Code of Civil Procedure part 2 of Civil Actions Title 8 of the Trial and Judgment in Civil Actions Chapter 1 Judgment in General Section 580 (a): Before rendering any judgment the court shall find the fair market value of the real property, or interest therein sold, at the time of sale.; No judgment shall be rendered in any such action until the real property or interest therein has first been sold pursuant to the terms of the deed of trust or mortgage.

California Code of Regulations Title 18 Section 469 Mining Properties (g). Taxable value of the right to produce minerals: The value of the right to produce minerals shall be established as of the date that the production of minerals commenced and the values shall be placed on the roll as provided by law. When the value of the role to produce minerals is enrolled the role value of the exploration or development right for the same reserve shall be reduced to zero. [The L.A. County Assessor sales records provide valid proof that the Respondents attempted conveyance was rejected. The acquisition value was then enrolled. Development Rights was added to the roll. The assessed value was "rolled back" then reduced to zero, as required by law.] See the Los Angeles County Assessor's sales record for AIN 7269-037-005 for May 4, 1981.

On the first day of trial, Judge Mark C. Kim told the Petitioner "I am not going to rule on the mineral interest, do not mention it anymore". The Petitioner presented the Los Angeles County Assessor's sales record for May 4, 1981 for the subject parcel. That development rights are acquiring the parcel of land, zero percent of the interest was transferred. And no sale was entered on May 4, 1981. After which, the Respondent's lawyers requested a dismissal. Judge Mark C. Kim would not allow it. And told Ms. Sprewell the information was too confusing. Then would not admit the evidence. California Civil Code Section 716: provides the Lessee has a present possessory interest in the property, while the lesser has a future reversionary interest in fee title.; 883.140. (a) As used in this section: (1) (2) "Lessor" includes a successor in interest or heir or grantee of the lessor.; and see section 741 future interest when not defeated.

2021 US Code Title 30 - mining lands and mining chapter 2 section 21 mining lands reserved in all cases lands valuable for minerals shall be reserved from sale except as otherwise expressed by law.

California State Board of Equalization Code of Regulations Title 18 Section 468 oil and gas producing properties. The right to remove petroleum and natural gas from the earth is considered a taxable real property interest. The formula for valuing perpetuities is PV equals C. See California Commercial Code Section 9102 (a)(6), (A) (ii): and Section 9301 (4) and (1); California Civil Code Section 2938 (a), (b), (b)(1), and (b)(2).

Continental Northern Oil and Gas Lease No. 4

WITNESSETH: That in consideration of the sum of \$1 paid by Lessee to Lessors, the receipt of which is hereby acknowledged and of the covenants as in this lease provided by Lessee to be kept and performed, Lessors due lease, let and demise unto Lessee, its successors and assigns, for the purpose (hereafter set forth, all the that portion of the land hereafter described laying below a depth of 500 feet from the surface thereof hereinafter referred to as the "leased land".) The land hereby leased for the purposes aforesaid is situated in the County of Los Angeles, State of California described as follows, to-wit: Lot 10 in Block 3 of Messenger Tract, in the City of Long Beach, California as per map recorded in Book 5 at Page 121 of Maps records of said County.

And contains .215 acres, more or less; together with all right, title and interest of Lessors in and to all land laying beneath the streets, alleys, and roads within,

adjacent to, or adjoining the last above described property. TO HAVE AND TO HOLD the leased land for the term of (20) years from the date hereof, and for so long thereafter as oil, gas, or other hydrocarbon substances shall be produced from the least land, or lands with which the leased land may be pooled in quantities deemed paying by Lessee, or for so long thereafter as Lessee shall conduct drilling operations in the leased land or lands with which the leased land may be pooled, or shall be excused therefrom as in this lease provided.

Clause Number 4: Lessee has drilled and completed a productive well within the lease area as described in paragraph 22 hereof. Pursuant to said paragraph 22 a pooled area has been created and the herein leased land will become part of said pool effective with the first day of the month following execution and delivery of this lease by the owner or owners of all the oil and gas rights in the leased land.

Clause Number 5: The term "agreed share" as used herein means one-sixth $\frac{1}{6}$.

Clause Number 19: Lessors hereby warrant and agree to defend title to the leased land

Clause Number 22: Lessee is hereby given the right at its sole option to combine or pool this lease, including Lessors' interest herein and the leased land, or any portion thereof, and all the oil and gas rights therein, with any other land, lease, or leases, or parts thereof, and the oil, gas and royalty rights in and under any such other land regardless of ownership thereof, situated within the following described area (herein referred to as the "lease area") in the

city of Long Beach, County of Los Angeles, State of California to wit;; so as to create by such combining or pooling a pooled area (herein sometimes referred to as "the pool") for the production of oil, gas and other hydrocarbon substances,

Clause Number 26: Lessee's joinder in any such unit agreement as to the Lessee's interest shall automatically, and without any further act on the part of Lessors, commit all Lessors' interest in any such horizons or zones to any such unit agreement or unit agreements with the same force and effect as if Lessor and/ or Lessors' successors in interest had personally committed their respective interest to such unit agreement.

Clause Number 27: The royalties accruing hereunder to the lessor of any specific parcel of land shall be appurtenant to such parcel and a conveyance of such parcel shall, unless otherwise provided therein, carry also the interest of the grantor accruing under this lease, in and to the royalty so appurtenant, irrespective of whether the oil or gas on which royalty is based is produced from such parcel or from other parcels pooled therewith pursuant to paragraph 22 hereof, or unitized therewith pursuant to paragraph 26 hereof.

Clause Number 28: On the expiration or sooner termination of this lease Lessee shall quietly and peaceably surrender possession to Lessors and deliver to Lessors, or file for record, a quitclaim deed.

Clause Number 30: If more than one person is named as Lessors herein and one or more of them fails to execute this lease, it shall, nevertheless (if accepted by Lessee) become effective as a lease from such of

said named Lessors as may have executed the same.

Clause Number 31: This lease may be executed in any number of counterparts and all such counterparts shall be deemed to constitute a single lease and the execution of one counterpart by any lessor shall have the same force and effect as if he had signed all of the other counterparts.

Clause Number 32: This lease and all its terms, conditions and stipulations shall extend to and be binding upon all the heirs, successors and assigns of said Lessors and Lessee.

REASONS FOR GRANTING THE PETITION

I. THIS COURT SHOULD CLARIFY IF LOT 10 IN BLOCK 3 OF MESSENGER TRACT 277 WAS CONVEYED TO THE RESPONDENT JUANA FLORES ON MAY 4, 1981 THROUGH STEWART WEST COAST TITLE COMPANY, AND TICOR TITLE COMPANY?

The fact that a grand jury indictment in the amount of \$3.6 million dollar mortgage fraud scheme has been entered against 1st Fidelity Home Loans; 1st Fidelity Escrow; their associates; and their affiliated companies. For providing lenders with falsified documents; and facilitating fraudulent loans. This should not be ignored, nor should it be taken lightly. The fact that the misuse of there mortgage broker licenses was used to fraudulently secure home mortgage loans in Los Angeles, and through California should be taken into account. With charges including mortgage fraud, receiving proceeds of mortgage fraud and grand theft. The Petitioners claims against the Respondents deeds must be given a proper examination.

The Petitioner enters the fact that none of the lower Courts have taken the time to properly examine the Respondent Juana Flores deeds, nor the Petitioners oil and gas lease agreement. The Petitioner also states the fact that her claims were not examined within the Appeals Court at all.

The lower Courts have entered a ruling that Ms. Sprewell does not own any interest within the subject parcel of land. And ruled that Mamie Butler had no interest left after death in 1977. When in fact, the lease states that a pool was created within the parcel. And the royalties accruing thru the lease and the parcel, shall carry the interest of the grantor. Within this case Mamie Butler was the grantor at the signing of the lease. The Petitioner is the current owner and lessor of interest within the subject parcel.

When the terms of a mineral conveyance are in dispute the objective is to effectuate the parties intent as expressed within the four corners of the conveying instrument. Intent must be determined by a careful and detailed examination of the document in its entirety.

A. The Decisions Made By The Courts Herein Directly Conflicts With The Judgment Upheld Within The Case Of *Howard v. County Of Amador* (1990) California Court of Appeals.

Howard v. County of Amador (1990) [No. C003474. Court of Appeals of California, Third Appellate District. May 23, 1990.] Robert Stewart Howard et al., Plaintiffs and Appellants, v. County Of Amador et al., Defendants and Appellants

The dispute in this case involves the meaning of the term "change of ownership" as used in Article XIII A, Section 2 of the California Constitution (Proposition 13), and implementing legislation, when applied to real property subject to fixed long-term mineral leases. The trial court entered judgment in favor of plaintiffs, but in which it only partially agreed with their contentions. Both sides to the litigation object to the trial court's determination and have appealed. Factual Background: In 1942 plaintiffs' predecessor in interest, the Charles S. Howard Company, acquired title to 33,000 acres of land in Sacramento and Amador Counties. The property is referred to as the Grant. Approximately 19,800 acres of the Grant are located in Amador County. The property contains nonmetallic minerals such as clays, sands, and lignite. In 1948 the Charles S. Howard Company leased to Gladding McBean & Company the exclusive right to mine and remove clays, sands, earth and other nonmetallic minerals from the property. The lease was for a period of 30 years and was to expire in [220 Cal. App. 3d 968] 1978. The Howard Company retained the right to extract lignite, oil, and gas and other petroleum products, and to use the Grant for stock raising and other surface purposes. Plaintiffs succeeded to the interest of the Charles S. Howard Company after the death of Charles S. Howard.

In 1978 the voters approved Proposition 13, which added Article XIII A to the State Constitution. Article XIII A converts our property tax system from a current value method to an acquisition value system. (*Amador Valley Joint Union High Sch. Dist. v. State Bd. of Equalization* (1978) 22 Cal. 3d 208, 236 [149 Cal. Rptr. 239, 583 P.2d 1281].) Essentially, property is assessed at its full cash value when it is

acquired and thereafter may not be reassessed, except that property values may be adjusted to reflect an inflationary rate not to exceed 2 percent per year. (Cal. Const., Art. XIII A, § 2, subds. (a), (b).) For purposes of implementation of Article XIII A, [220 Cal. App. 3d 970] property which had been acquired prior to 1975 was treated as though it was acquired in 1975 and assessed values were "rolled back" to the 1975-1976 valuations. (*Amador Valley Joint Union High Sch. Dist. v. State Bd. of Equalization*, supra, 22 Cal.3d at p. 236.) Property may be reassessed to its current full cash value "when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment." (Cal. Const., Art. XIII A, § 2, subd. (a).)

Real property exists both physically and temporally. The most basic form of ownership, fee simple, entitles the owner to exclusive enjoyment of the property in perpetuity, that is, for so long as the property exists. (Cal. Civ. Code, §§ 691, 762.) A fee simple interest is an estate of inheritance. (Cal. Civ. Code, §§ 761-762.) The enjoyment of a parcel of property may be subject to division in a variety of ways. It may, of course, be physically divided through subdivision. And the enjoyment of property may be divided temporally through the creation of an estate for life, an estate for years, or an estate at will. (Cal. Civ. Code, § 761.)

Before Proposition 13, when California operated under a current value method of property taxation, it was unnecessary to develop special rules for the treatment of property subject to temporal division, such as by an estate for years. In such cases one party, such as a lessee, would have the exclusive right to possession and enjoyment of the property for a period of time and [220 Cal. App. 3d 973] another party, such

as a lessor, would have a reversionary or a remainder interest, but the property was still assessed and taxed at its full current value. The creation, termination, or transfer of a leasehold interest was not significant in the assessment of the property. This was not true with respect to mineral interests. The right to mine and extract minerals from real property may have a value to its holder far in excess of the value of the surface uses. (See *Lynch v. State Bd. of Equalization*, supra, 164 Cal. App.3d at pp. 103-104.) The taxable nature of such an interest has long been settled. The conveyance of a mineral interest in land, it has been held, creates two separate estates in the land, each of which is subject to taxation and thus may be separately taxed. (*Bakersfield etc. Company v. Kern County* (1904) 144 Cal. 148, 152 [77 P. 892]; *Red Bluff Developers v. County of Tehama* (1968) 258 Cal. App. 2d 668, 672 [66 Cal. Rptr. 229].) If the mineral interest is for so long as minerals can be extracted in paying quantities, the interest is perpetual and is considered to be a fee interest, which is a freehold estate. (*Atlantic Oil Company v. County of Los Angeles*, supra, 69 Cal.2d at p. 594; *Dabney-Johnston Oil Corp. v. Walden* (1935) 4 Cal. 2d 637, 649 [52 P.2d 237]; *Callahan v. Martin*, supra, 3 Cal.2d at p. 120.) If the interest is for a term of years, it is considered to be a chattel real, but is nevertheless an estate in land which is subject to taxation separate from the remaining interests. (See *Atlantic Oil Company v. County of Los Angeles*, supra, 69 Cal.2d at pp. 594-595; *Picchi v. Montgomery* (1968) 261 Cal. App. 2d 246, 251-252 [67 Cal. Rptr. 880]. Section 61, subdivision (c) was intended to provide a concrete example of a change of ownership consistent with the general definition in section 60. The application of section 61, subdivision (c) to estates for years is consistent with section 60,

and the determining period of 35 years has been judicially upheld against claims that it is arbitrary and unreasonable. (*E. Gottschalk & Company v. County of Merced* (1987) 196 Cal. App. 3d 1378, 1385-1386 [242 Cal. Rptr. 526].)

B. This Case Is An Appropriate Vehicle For This Court To Resolve The Appropriation Of Real Property And Mineral Interest Within The Subject Parcel Of Land.

In the case of *Howard v. County of Amador*, the Court provides a good example of leases. The landlord owns the reversion; the tenant, the leasehold interest. Suppose the landlord sells the property subject to the lease and the lessee assigns the lease. Which sale or transfer is the change in ownership? The example illustrates that in determining whether a change in ownership has occurred it is necessary to identify but one primary owner. Otherwise assessors would be forced to value, and account for separate base year values for landlords and tenants on all leases, and for other forms of split ownership. This would enormously complicate the assessor's job. A major purpose of this third element, therefore, is to avoid such unwarranted complexity by identifying the primary owner, so that only a transfer by him will be a change in ownership and when it occurs the whole property will be reappraised. If the hypothetical lease previously mentioned was a short term lease (the landlord owned the main economic value), the landlord's sale, subject to the lease would count. If, on the other hand, the lease was a long term lease (the lessee's interest was the main economic package), the lease assignment would count. In either case the entire fee value of the leased premises would be reappraised." (Rep. of

the Task Force on Property Tax Admin, presented to the. Assem. Com. on Rev. & Tax. (1979) pp. 39-40, *italics in original*.) The task force recommended the use of statutory examples to elaborate on common transactions. "Leases are a good illustration of the necessity of concrete statutory examples. Both taxpayers and assessors need a specific test - rather than the broad 'value equivalence' test - to determine the tax treatment of leases. The specific test, however, must be consistent with the 'value equivalence' rule and have a rational basis. If the term of a lease, including options to renew, is 35 years or more, the creation of the lease is a change in ownership and so is its expiration. If a lessee under such a lease assigns or sublets for a term of 35 years or more, that is another change in ownership. However, if the lease, including options, is for less than 35 years the lessor remains the owner and only the transfer of his interest is a change. In all cases, the entire premises subject to the lease in question are reappraised."

The result of a mineral profit a prendre, whether for a fixed term or in perpetuity, is to create two separate taxable estates. (*Bakersfield etc. Company v. Kern County*, supra, 144 Cal. at p. 152; *Red Bluff Developers v. County of Tehama*, supra, 258 Cal. App.2d at p. 672.)

A fee simple may be absolute or may be terminable upon the occurrence of a condition subsequent. (Cal. Civ. Code, §§ 762, 885.010 et seq.) In either case the property interest is considered perpetual. (Cal. Civ. Code, §§ 761, 762.)

Many of the precedential opinions we will cite in our discussion involve oil and gas producing properties.

Oil and gas are considered “fugacious minerals” since, due to their fluid nature, they can migrate within the earth. (*Lynch v. State Bd. of Equalization* (1985) 164 Cal. App. 3d 94, 100 [210 Cal. Rptr. 335].) This aspect of oil and gas deposits makes them sui generis. (*Id.* at p. 98.) However, oil and gas rights are still considered to be profits a prendre, and in the context of this case there is no significant distinction between oil and gas leases and leases for the extraction of other minerals. (See *Callahan v. Martin*, *supra*, 3 Cal.2d at p. 120.)

The task force within this case explained, “[t]he ‘value equivalence’ test is necessary to determine who is the primary owner of the property at any given time. Often two or more people have interests in a single parcel of real property.

In any event, application of the “change of ownership” aspect of Proposition 13 requires that we look at substance rather than form. (§§ 60-62.) A lease is both a conveyance of an estate in land and a contract between the parties. (*Parker v. Superior Court*, *supra*, 9 Cal. App. 3d 397, 400.) The contract creates certain rights and obligations between the parties, such as the payment of rent or royalties. But the contractual rights, while valuable, are not part of the taxable estate in real property. (*Atlantic Oil Company v. County of Los Angeles*, *supra*, 69 Cal.2d at p. 595.) [9c] With respect to a mineral profit a prendre, the taxable estate consists of the right to mine and extract minerals from real property. Unless there is a change of ownership of that right there can be no change of ownership within the meaning of Proposition 13. In this case Interpace remained in continuous possession of the mineral rights before and after the

12th amendment and thus there was no change in ownership of the mineral estate.

As the trial court suggested, relevant factors include whether the substance in question has some distinct chemical composition or commercial value, and whether its extraction would harm the surface estate. Section 1069 creates a rule of construction where ambiguity persists, requiring reservations to be construed in favor of the grantor. No single factor is determinative, and our overriding objective remains to effectuate the contracting parties' intent.

The crucial question within the present case is whether the lower Courts in California, erred in reaching its decisions made within this Quiet Title Action case, without proper consideration of the parcels "Pooled Interest", and burdened reservations contained in the original 1963 Continental Northern Subsurface Oil and Gas Lease No.4? 2. Was Lot 10 in Block 3 of Messenger Tract 277 conveyed to the Respondent Juana Flores on May 4, 1981 through Stewart West Coast Title Company, and Ticor Title Company? 3. And does the Petitioner Ms. Sprewell, as current lessor of an active mineral interest within the subject parcel, actually own interest within Lot 10 in Block 3 of Messenger Tract 277, in Long Beach, California.

As other trial courts have noted, the term "mineral" is a general one that "is not capable of a definition of universal application" but instead must be interpreted according to its context and usage. (*Pariani*, supra, 105 Cal. App.3d at p. 934, 164 Cal. Rptr. 683.) Ambiguity permits resort to extrinsic evidence to prove a meaning to which contractual language is

reasonably susceptible. (*Pacific Gas & E. Company v. G.W. Thomas Drayage etc. Company* (1968) 69 Cal.2d 33, 37, 69 Cal. Rptr. 561, 442 P.2d 641.).

In construing the scope of a deed reservation, courts give preference to a particular intent over a general one. (*Geothermal Kinetics*, supra, 75 Cal. App 3d at p. 60, 141 Cal. Rptr. 879.)

C. The Decisions Made Within The Lower Courts Are Wrong

Previous mining on the property may likewise bear on the parties' specific intent. "If a particular substance, or one similar to it, has been extracted from the land, a court may conclude that the parties must have had it in mind and consequently, intended that it be included within the mineral severance." (Am. Law of Mining, supra, § 84.02[2][c]; see, e.g., *Cole v. Berry* (1962) 245 Miss. 359, 147 So.2d 306, 309). [In the present case the Petitioner enters the fact that "mineral" had been mined and processed for 19 years "long prior" to the attempted execution of the Respondents deeds. And the subject tract of land was considered a mineral parcel, with development right acquiring the parcel at the time].

D. At Minimum, The Court Should Hold This Petition Pending The Review Of This Petition For Certiorari.

Building upon its opinion in *Hysaw v. Dawkins*, 483 S.W.3d 1, 13 (Tex. 2016), the Court offered this guidance to courts interpreting similar language in the future: [W]hen courts confront a double fraction involving 1/8 in an instrument, the logic of our analysis

in Hysaw requires that we begin with a presumption that the mere use of such a double fraction was purposeful and that 1/8 reflects the entire mineral estate, not just 1/8 of it. . . . Our analysis in Hysaw thus warrants the use of a rebuttable presumption that the term 1/8 in a double fraction in mineral instruments of this era refers to the entire mineral estate. [Within the present case the double fraction of 1/6 was involved.]. After construing the deed, the Court analyzed the presumed- grant doctrine, “also referred to as title by circumstantial evidence, [that] has been described as a common law form of adverse possession.”

II. THIS COURT SHOULD GRANT CERTIORARI TO REAFFIRM THE IMPORTANCE OF FEDERAL COURTS AUTHORITY TO REVIEW REAL PROPERTY SUBJECT TO A FIXED LONG-TERM MINERAL LEASE

The Court found that in these particular cases, that “parties’ history of repeatedly acting in reliance on each having a ½ mineral interest conclusively satisfies the presumed grant doctrine’s requirements.”

While in Van Dyke the Court reached the presumed-grant doctrine only after undertaking the deed construction analysis. The Court clarified in a footnote that in “cases where the presumed-grant doctrine is clearly implicated, a court could dispense with the deed-construction analysis” altogether. See *Van Dyke v. Navigator Group*, No. 21-0146, 2023; and *Vulcan Lands, Inc. v. Victoria Older Currier et al.*, Decided December 21, 2023 Court of Appeals, Fourth District, Division 1, California.

The issues at hand are vitally important. A proper presumption analysis confirms the fact that the subject parcel of land is a mineral parcel and development rights have acquired the parcel of land since 1963. The Petitioner has provided the fact that the Court has ruled, that the four corners of the contract controls with (ii) the need to understand what certain contract terms meant at the time of execution, and (iii) extrinsic evidence needed to explain ambiguity.

A. Federal Courts Have Judicial Authority To Implement Legislation, When Applied To Real Property Subject To A Fixed Long -Term Mineral Leases

Two hallmarks of the Court's broader approach to contract interpretation in *Van Dyke* should not be overlooked. First, Texas Supreme Court emphasized an originalist theory of contract interpretation, holding that "ordinary meaning to which courts may later adhere... "Words must be given the meaning they had when the text was adopted." *Id.* at *3 (citing *Hysaw*, 483 S.W.3d at 13 (quoting Antonin Scalia & Bryan A. Garner, *Reading Law*)).

B. According To The Marketable Record Title Act, California Civil Code Section 880.020 et seq. Injunction And Damages Are Unenforceable

The trial court held a bench trial on the legal issues and a three-day jury trial on the remaining claims. The trial court entered judgment for Flores on Sprewell's quiet title cause of action. The court found for Flores on her cross-claims for quiet title, ejectment, and cancellation of deeds. The jury found for Flores on conversion of personal property and awarded Flores

damages of \$387,530. The jury found for Sprewell on Flores's cross-claim for financial elder abuse and IIED. Not one of the Petitioners exhibits were reviewed by the Jury within the trial proceedings.

CONCLUSION

The Petitioner is seeking "Equal Protection" under the law. The Petitioner is requesting a full examination of her claims. That fraudulent deeds were entered against the subject parcel of land by the Respondent Juana Flores. Due to the fact that Juana Flores used the Company Name: "STEWART WEST COAST TITLE," on most of her mortgage deeds used to convey a partial interest within the subject parcel of land. Then apparently used a family member "Sonia Flores." To add the Name "Stewart," to her last name, and record fraudulent deeds upon the parcel. Under the Name "Sonia Flores Stewart". "Sonia Flores" was not listed as "Sonia Flores Stewart," under any of the previous deeds recorded. (Before January 10, 1990). The subject parcel was not conveyed to anyone on May 4, 1981. And the first (33%) interest was transferred to Juana Flores 6 years and 8 months later on Jan. 28, 1988 with a "Legal Release of Claim of Mechanic's Lien." That had no legal description, and an incorrect address listed. The company Ticor is listed on Juana Flores mortgage deeds as "THIS FORM FURNISHED BY TICOR TITLE INSURERS". And a grand jury indictment has been entered in the amount of \$3.6 million dollar mortgage fraud scheme against 1st Fidelity Home Loans; 1st Fidelity Escrow; their associates, and their affiliated companies. For providing lenders with falsified documents and facilitating fraudulent loans. Used to fraudulent secure home mortgage loans in Los Angeles, and through California.

With charges including mortgage fraud, receiving proceeds of mortgage fraud and grand theft. The Petitioner believes Juana Flores deeds require a thorough examination.

1752 Henderson Ave., in Long Beach, California, was not sold on May 4, 1981 through the mortgage company, Stewart West Coast Title Company. And a "Deed Of Reconveyance", was never recorded by the mortgage company. The attempted conveyance was rejected by the Los Angeles County Assessors Office. The acquisition value was entered onto the assessors roll. Development Rights-Acquiring the Parcel was added to the assessors roll. The assessed value was "rolled back", and was reduced to zero. Leaving an exact amount of "zero 00% 0", interest left to be sold or transferred to anyone.

The trial court never considered the fact that the Respondents deeds were fraudulent. Despite the Petitioners valid claims, questioning the validity of the Respondents deeds recorded against the parcel. Within this petition the Petitioner has provided evidence strong enough to fully justify her claims. And assert reasonable doubt against the legitimacy of the Respondents deeds recorded.

The lease assignment counts, and 42 wells are currently producing minerals in paying quantities today. California Resources Corporation is currently collecting the payment of royalties under the Name Mame Butler. Into safety deposit boxes under the following Account Numbers Listed: JIB088119904; 14136; 030021. Tidelands Oil Production Company; Mobil; & THUMS are the oil and gas production companies currently involved in the extraction, and

processing of the oil and gas wells within the subject lease. The Petitioner placed her name on the subject lease. And attached over 50 years of production records to the lease. Then successfully recorded the lease in 2019. The Petitioner has received a check for the payment of mineral proceeds from Chevron U.S.A as heir of the Estate of Mamie Butler. The Petitioner is the current operator and owner of the subject parcels interest, and mineral interest. The mineral interest is for so long as minerals can be extracted in paying quantities. The interest is perpetual and is considered to be a fee interest, which is a freehold estate.

WHEREFORE, the Petitioner does ask that this Honorable Court Grant Relief to wit: 1. Hold a hearing on the merit of this Writ of Certiorari and grant judgment on all counts. 2. Reverse all judgments, orders, and acts entered by all the lower courts, including the trial court. 3. Grant quiet title of the real property interest, and the mineral interest in favor of the Petitioner. 4. Grant such further Orders and/or Recommendations as the Court deems necessary and proper. Trika Sprewell the Petitioner herein declares under penalty of perjury that the foregoing is true and correct.

Respectfully submitted,

Dated: October 7, 2024 *Trika Sprewell*

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