



*First American Title*

## First American Title Company

1150-C Coast Village Road  
Montecito, CA 93108

Escrow Officer: Patricia White  
Phone: (805)969-6883  
Fax No.: (866)720-4124  
E-Mail: pswwhite@firstam.com

Title Officer: Bridget Foss  
Phone: (805)569-6154  
Fax No.: (866)397-7090  
E-Mail: bfoss@firstam.com

E-Mail Loan Documents to: Lenders please contact the Escrow Officer for email address for sending loan documents.

Property: Vacant Land  
CA

### PRELIMINARY REPORT

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

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

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

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

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of March 21, 2017 at 7:30 A.M.

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

To Be Determined

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

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

Donn A. Chickering, an unmarried man, Subject to Item Nos. 16, 17 & 18

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

A fee as to Parcel(s) One, an easement as to Parcel(s) Two, Three, Four, Five, Six & Seven.

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2017-2018, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Rights, rights of way, reservations and exceptions in the patent recorded December 19, 1927 in [Book 35, Page 482](#) of Official Records.

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

4. An easement for public utilities and incidental purposes, recorded March 27, 1963 as Instrument No. [13151](#) in Book 1983, Page 973 of Official Records.  
In Favor of: Southern California Edison Company, a corporation  
Affects: As described therein
5. Easements, Covenants and Conditions contained in the deed from Eldon H. Haskell and Phyllis A. Haskell, husband & wife, as Grantor, to Marjorie E. Antrim, a married woman as her sole & separate property, as Grantee, recorded July 7, 1965 as Instrument No. [23666](#) in [Book 2111, Page 1087](#) of Official Records. Reference being made to the document for full particulars, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such

covenants, conditions or restrictions violation 42 U.S.C. § 3604(c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

6. The Terms, Provisions and Easement(s) contained in the document entitled "Road Agreement" recorded October 19, 1973 as Instrument No. [41030](#) in Book 2486, Page 350 of Official Records.
7. An easement for public utilities and incidental purposes, recorded August 16, 1974 as Instrument No. [30248](#) in Book 2530, Page 222 of Official Records.  
In Favor of: Southern California Edison Company, a corporation  
Affects: As described therein
8. An easement for public utilities and incidental purposes, recorded August 28, 1974 as Instrument No. [31799](#) in Book 2531, Page 1098 of Official Records.  
In Favor of: General Telephone Company of California, a corporation  
Affects: As described therein
9. The Terms, Provisions and Easement(s) contained in the document entitled "Road Agreement" recorded December 11, 1974 as Instrument No. [42961](#) in Book 2543, Page 1082 of Official Records.
10. The terms and provisions contained in the document entitled "Water Rights Agreement" recorded December 11, 1974 as Instrument No. [42962](#) in Book 2543, Page 1090 of Official Records.
11. An easement for public utilities and incidental purposes, recorded May 5, 1982 as Instrument No. [82-18394](#) of Official Records.  
In Favor of: Southern California Edison Company, a corporation  
Affects: As described therein
12. An easement for water well, well site, access and utilities and incidental purposes, recorded May 29, 1987 as Instrument No. [87-040282](#) of Official Records.  
In Favor of: Don Chickering  
Affects: As described therein

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

Terms and provisions contained in the above document.

13. An easement for public utilities and incidental purposes, recorded April 29, 1988 as Instrument No. [88-024818](#) of Official Records.  
In Favor of: Southern California Edison Company, a corporation  
Affects: A Northerly portion of said land
14. The effect of a map purporting to show the land and other property, filed January 3, 1977 in [Book 89, Page 25](#) of Record of Surveys.

15. A Deed of Trust to secure an original indebtedness of \$626,250.00 recorded April 25, 1997 as Instrument No. [97-023259](#) of Official Records.  
Dated: April 18, 1997  
Trustor: Donn A. Chickering, an unmarried man  
Trustee: Sanbarco Mortgage Company, a California corporation  
Beneficiary: Santa Barbara Bank & Trust
16. The effect of the deed given by the sheriff, recorded May 8, 2003 as Instrument No. [2003-0059024](#) and Instrument No. [2003-0059025](#), both of Official Records.  
  
We will require (1) the recording of a deed from Donn A. Chickering, an individual and its/their successors, if any, and releases of all liens and encumbrances which interests may have been divested by reason of the sheriff's sale or (2) the recording of a final decree quieting title against Donn A. Chickering, an individual and its/their successors, if any, and any liens or encumbrances, which interests may have been divested by reason of such sheriff's sale.
17. Any insufficiency or invalidity of the proceedings leading up to and including the tax collector's deed or sheriff's deed to Gary L. Justice and Cheryl D. Justice, husband and wife as community property.
18. The effect of a document entitled "Grant Deed", recorded January 8, 2004 as Instrument No. [2004-0002173](#) of Official Records.
19. The terms and provisions contained in the document entitled "Notice to Property Owner" recorded April 24, 2008 as Instrument No. [2008-0024424](#) of Official Records.
20. The terms and provisions contained in the document entitled "Notice to Property Owner" recorded June 24, 2009 as Instrument No. [2009-0037434](#) of Official Records.
21. Water rights, claims or title to water, whether or not shown by the public records.
22. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
23. Easements, claims of easement or encumbrances which are not shown by the public records.
24. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
25. Any right, title or interest of the spouse (if any) of any married person herein.
26. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
27. Rights of parties in possession.

**Prior to the issuance of any policy of title insurance, the Company will require:**

28. A deed from the spouse (if any) of Donn A. Chickering be recorded in the public records, or the joinder of the spouse named herein on any conveyance, encumbrance or lease to be executed by said married person.  
The deed should contain the following statement:  
"It is the express intent of the grantor, being the spouse of the grantee, to convey all right, title and interest of the grantor, community or otherwise, in and to the herein described property to the grantee as his/her sole and separate property."
  
29. With respect to Gary & Cheryl Justice Living Trust U/D/T :
  - a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
  - b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
  - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

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

1. General and special taxes and assessments for the fiscal year 2016-2017.

First Installment:	\$9,542.87, PAID
Penalty:	\$0.00
Second Installment:	\$9,542.87, PAID
Penalty:	\$0.00
Tax Rate Area:	66-079
A. P. No.:	079-060-045

2. The property covered by this report is vacant land.

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

None

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

## LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Santa Barbara, State of California, described as follows:

### PARCEL ONE:

THE SOUTHWEST QUARTER OF THE SOUTHEAST ONE-QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST ONE-QUARTER, SECTION 28, TOWNSHIP 5 NORTH, RANGE 29 WEST, SAN BERNARDINO MERIDIAN; ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE JANUARY 11, 1878.

### PARCEL TWO:

AN EASEMENT FOR ROAD PURPOSES AND PUBLIC UTILITIES AS RESERVED IN AN INSTRUMENT RECORDED JULY 7, 1965 IN [BOOK 2111, PAGE 1087](#) OF OFFICIAL RECORDS, OVER, UNDER AND UPON A STRIP OF LAND 60 FEET WIDE THE CENTER LINE OF WHICH IS ALONG THE CENTER LINE OF THE 12 FOOT EASEMENT GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY AND DESCRIBED IN PARCEL A-1 IN THE DEED RECORDED MARCH 27, 1963 AS INSTRUMENT NO. [13151](#), IN BOOK 1983, PAGE 973 OF OFFICIAL RECORDS.

SAID EASEMENT IS FOR THE BENEFIT OF AND APPURTENANT TO THE NORTH 277.04 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THE SOUTH HALF OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, IN TOWNSHIP 5 NORTH, RANGE 29 WEST OF SAN BERNARDINO MERIDIAN IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND TO EACH AND EVERY PARCEL INTO WHICH SAID APPURTENANT PROPERTY MAY BE DIVIDED.

### PARCEL THREE:

AN EASEMENT FOR ROAD AND PUBLIC UTILITY PURPOSES OVER, UNDER, UPON AND THROUGH THAT CERTAIN TRACT OF LAND SITUATED IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 NORTH, RANGE 29 WEST, SAN BERNARDINO MERIDIAN.

THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER 56.56 FEET TO A POINT.

THENCE SOUTHWESTERLY LEAVING SAID NORTHERLY LINE TO A POINT IN THE WESTERLY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER FROM WHICH THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER BEARS NORTHERLY ALONG SAID LINE 56.56 FEET.

THENCE NORTHERLY ALONG SAID WESTERLY LINE, 56.56 FEET TO THE POINT OF BEGINNING.

### PARCEL FOUR:

AN EASEMENT FOR ROAD PURPOSES SIXTY FEET (60') WIDE, THIRTY FEET (30') ON EACH SIDE OF THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF THE NORTHEASTERLY  $\frac{1}{4}$  OF THE NORTHEASTERLY  $\frac{1}{4}$  OF SECTION 33, TOWNSHIP 5 NORTH, RANGE 29 WEST, SAN BERNARDINO BASE AND MERIDIAN; THENCE SOUTH  $1^{\circ} 41' 52''$  WEST 1305.52 FEET TO THE SOUTHWESTERLY CORNER THEREOF, THENCE ALONG THE SOUTHERLY LINE THEREOF SOUTH  $87^{\circ} 38' 27''$  EAST 26.52 FEET TO THE TRUE POINT OF BEGINNING. THENCE NORTH  $5^{\circ} 15' 12''$  EAST 266.62 FEET TO POINT #1; THENCE NORTH  $51^{\circ} 20' 25''$  EAST 196.23 FEET TO POINT #2; THENCE NORTH 185.00 FEET TO POINT #3; THENCE NORTH  $34^{\circ} 22' 49''$  WEST 115.11 FEET TO A POINT #4; THENCE NORTH  $24^{\circ} 28' 40''$  WEST 202.47 FEET TO POINT #5; THENCE NORTH  $1^{\circ} 41' 52''$  EAST 250.00 FEET TO POINT #6; THENCE NORTH  $12^{\circ} 50' 42''$  EAST 209.07 FEET TO POINT #7; THENCE NORTH  $1^{\circ} 37' 05''$  WEST 177.07 FEET TO POINT #8; THENCE NORTH  $28^{\circ} 48' 39''$  EAST 114.13 FEET TO POINT #9; THENCE NORTH  $85^{\circ} 14' 11''$  WEST 60.21 FEET TO POINT #10; THENCE SOUTH  $40^{\circ} 57' 33''$  WEST 82.29 FEET TO A POINT FROM WHICH THE ABOVE DESCRIBED NORTHWESTERLY CORNER BEARS SOUTH  $1^{\circ} 41' 52''$  WEST 220.00 FEET. THE SIDELINES OF SAID 60' EASEMENT ARE PARALLEL TO THE HEREIN DESCRIBED CENTERLINE AND ARE SHORTENED OR LENGTHENED TO INTERSECT THE SOUTH LINE AND THE WEST LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 33, TOWNSHIP 5 NORTH, RANGE 29 WEST, AND THE WEST LINE OF SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 29 WEST, SAN BERNARDINO BASE AND MERIDIAN.

PARCEL FIVE:

A NON-EXCLUSIVE EASEMENT AS RESERVED IN AN INSTRUMENT RECORDED IN BOOK 2486, PAGE 347 OF OFFICIAL RECORDS, FOR ROAD AND PUBLIC UTILITY PURPOSES OVER, UNDER AND UPON A STRIP OF LAND 60 FEET IN WIDTH LYING 30 FEET ON EACH SIDE OF THE CENTER LINE OF AN EXISTING ROAD THROUGH THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 33, TOWNSHIP 5 NORTH, RANGE 29 WEST, SAN BERNARDINO MERIDIAN.

PARCEL SIX:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND DRIVEWAY PURPOSES OVER THAT PORTION OF THE PROPERTY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 NORTH, RANGE 29 WEST SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AS SHOWN ON MAP FILED IN [BOOK 89, PAGE 25](#) OF RECORD OF SURVEYS IN THE OFFICE OF THE SANTA BARBARA COUNTY RECORDER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID QUARTER QUARTER NORTH  $1^{\circ} 38' 03''$  EAST 387.00 FEET; THENCE SOUTH  $22^{\circ} 24' 18''$  WEST 83.84 FEET; THENCE SOUTH  $0^{\circ} 42' 09''$  WEST 95.11 FEET; THENCE SOUTH  $7^{\circ} 26' 17''$  WEST 30.21 FEET; THENCE SOUTH  $6^{\circ} 01' 59''$  EAST 36.21 FEET; THENCE SOUTH  $0^{\circ} 42' 09''$  WEST 113.98 FEET; THENCE SOUTH  $41^{\circ} 00' 21''$  WEST 49.87 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAID QUARTER QUARTER SECTION; THENCE ALONG SAID SOUTHERLY LINE SOUTH  $87^{\circ} 21' 27''$  EAST 57.00 FEET TO THE POINT OF BEGINNING.

PARCEL SEVEN:

AN EASEMENT FOR ROAD PURPOSES 30 FEET IN WIDTH OVER PARCEL B OF PARCEL MAP



13376 RECORDED IN [BOOK 31, PAGES 74 AND 75](#) OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SANTA BARBARA COUNTY, BEING 15 FEET ON EACH SIDE OF A LINE DESIGNATED AS A 30' WIDE ROAD EASEMENT ON SAID MAP. SAID EASEMENT WAS RESERVED IN DOCUMENT RECORDED DECEMBER 15, 1989 AS INSTRUMENT NO. [89-83296](#) AND IS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL ONE DESCRIBED ABOVE.

APN: 079-060-045

079-06

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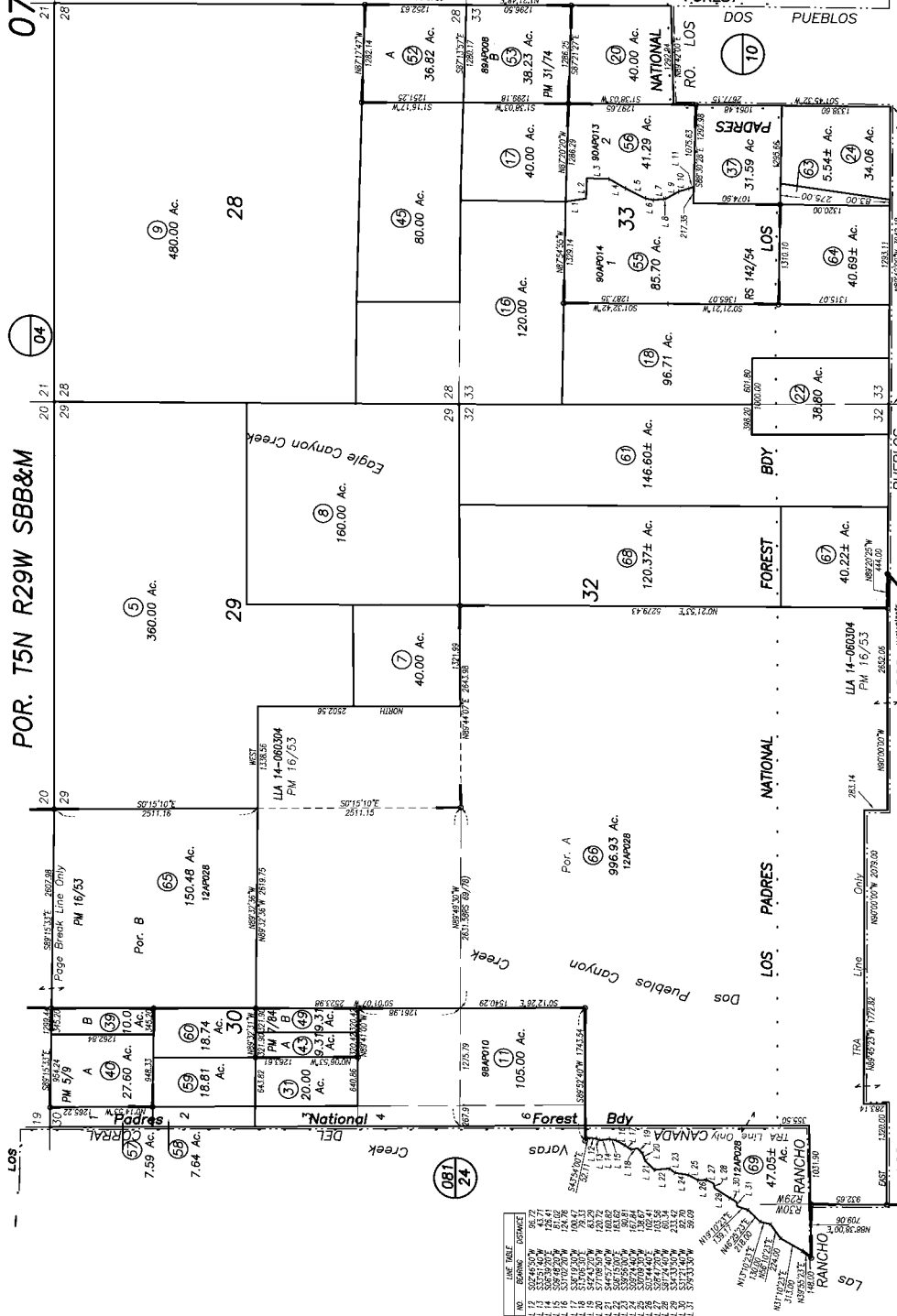
POR. T5N R29W SBB&M

081

24



1" = 1200'  
SCALE



Assessor's Map Bk, 079-Pg, 06  
County of Santa Barbara, Calif.

**NOTICE**  
Assessor's Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.

***NOTICE***

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

## INCOMING DOMESTIC WIRE INSTRUCTIONS

**Beware of cyber-crime!** If you receive an e-mail or any other communication that appears to be generated from a First American Title Company employee that contains new, revised or altered bank wire instructions, consider it suspect and call our office at a number you trust.

**\*\* Our Wire Instructions Do Not Change. \*\***

**Funds from other than buyer or seller:** Other than funds from a designated lender, real estate agent or broker, or the attorney of record, we will only accept incoming wires that are from the buyer or seller on a transaction. Other third party deposits not accompanied by appropriate instructions will be returned to the remitter.

**Funds from a U.S. Bank:** Funds should be wired from a bank within the United States. Notify our office at (805)969-6883 when you have transmitted your wire.

**Funds from a non-U.S. Bank:** If your funds are being wired from a non-U.S. bank, additional charges may apply. Contact our office for Incoming International Wiring Instructions.

**ACH Transfers are NOT wire transfers:** An ACH transfer is not immediately available funds and requires additional time for clearance. An ACH transfer cannot be accepted for an imminent closing. Acceptance of ACH transfers are subject to state law. Contact our office at (805)969-6883 prior to sending funds by ACH transfer.

Contact our office at (805)969-6883 when funds are sent.

PAYABLE TO: First American Title Company  
BANK: First American Trust, FSB  
ADDRESS: 5 First American Way, Santa Ana, CA 92707  
ACCOUNT NO.: 3007290000  
ROUTING NUMBER: 122241255

PLEASE REFERENCE THE FOLLOWING:  
PROPERTY: Vacant Land, CA  
FILE NUMBER: 4203-5418244 (PW)

FIRST AMERICAN TRUST, FSB CONTACT INFO: Banking Services (877)600-9473

**WIRES MAY BE RETURNED IF THE FILE NUMBER  
AND PROPERTY REFERENCE ARE NOT INCLUDED**

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

**CLTA STANDARD COVERAGE POLICY – 1990**

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)**  
**EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

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

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

**2006 ALTA LOAN POLICY (06-17-06)**  
**EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;

- (ii) the character, dimensions, or location of any improvement erected on the Land;
- (iii) the subdivision of land; or
- (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

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

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [ t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

#### [PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

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

#### PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

### 2006 ALTA OWNER'S POLICY (06-17-06)

#### EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or

- (iv) environmental protection;
- or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
  3. Defects, liens, encumbrances, adverse claims, or other matters
    - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
    - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - (c) resulting in no loss or damage to the Insured Claimant;
    - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
    - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
  4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
    - (a) a fraudulent conveyance or fraudulent transfer, or
    - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
  5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### EXCEPTIONS FROM COVERAGE

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

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

#### ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

#### EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;



or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



## First American Title

### Privacy Information

#### We Are Committed to Safeguarding Customer Information

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

#### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### Types of Information

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

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

#### Use of Information

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

#### Former Customers

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

#### Confidentiality and Security

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

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. [FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.