

AMENDED 04/27/2018



First American Title

First American Title Company

1150-C Coast Village Road
Montecito, CA 93108

Escrow Officer:

Phone:

Fax No.:

Email:

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
Lompoc, 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 April 27, 2018 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:

Richard R. Crandall, Jr. and Ruth S. Crandall, trustees U.D.T. dated December 6, 1985, as to an undivided one-twelfth interest;

Bradford G. Crandall, as to an undivided one-twelfth interest;

Robert Marquis Immler, as Trustee under the Will of Jane Marquis, deceased, in accordance with the terms of the Decree of Distribution made May 28, 1959 in Probate Proceeding No. 404,269 in the Superior Court, State of California for the County of Los Angeles, as to an undivided one-fourth interest;

Lewis F. Marquis, or Successor trustee, as Trustee under the Will of Jane Marquis, deceased, in accordance with the terms of the Decree of Distribution made May 28, 1959 in the matter of her estate, probated in the Superior Court of the State of California, in and for the County of Los Angeles under No. 404,269, as to an undivided one-fourth Interest;

Bradford G. Crandall Trustee U.D.T dated August 8, 1983; Richard R. Crandall, Jr. and Ruth S. Crandall Trustees U.D.T. dated December 6, 1985; and Elizabeth Mease, Successor trustee U.D.T. dated February 3, 1982, as equal tenants in common, as to an undivided one-fourth interest; and

The heirs or devisees of Ann Crandall Bingham, subject to the administration of the decedent's estate, as to an undivided one-twelfth interest, as to Parcel One; and

Richard R. Crandall, Jr. and Ruth S. Crandall, trustees U.D.T. dated December 6, 1985, as to an undivided one-sixth interest;

Bradford G. Crandall, as Trustee under Trust dated August 8, 1993, as to an undivided one-twelfth interest;

Robert M. Immler, a married man, as his sole and separate property, as to an undivided one-fourth interest;

Lewis F. Marquis, or Successor trustee, as Trustee under the Will of Jane Marquis, deceased, in accordance with the terms of the Decree of Distribution made May 28, 1959 in the matter of her estate, probated in the Superior Court of the State of California, in and for the County of Los Angeles under No. 404,269, as to an undivided one-fourth Interest;

Bradford G. Crandall, Trustee U.D.T dated August 8, 1983, as to an undivided one-twelfth interest;

Elizabeth Mease, Successor trustee U.D.T. dated February 3, as to an undivided one-twelfth interest;
and

The heirs or devisees of Ann Crandall Bingham, subject to the administration of the decedent's estate, as to an undivided one-twelfth interest, as to Parcel Three, both parcels subject to item nos. 9, 20, 21 and 22

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

A fee as to Parcel(s) One and Three, an easement as to Parcel(s) Two and Four.

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 2018-2019, 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. A right of way for ditches and canals as reserved by the United States of America in the patent recorded January 13, 1890 in [Book A, Page 683](#) and November 14, 1887 in [Book A, Page 643](#), both of Patents.

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

4. An easement for road, pipe line and public utilities and incidental purposes in the document recorded March 21, 1947 as Instrument No. [3748](#) in Book 724, Page 295 of Official Records.

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

5. The terms and provisions contained in the document entitled Deed of Easement and Agreement among Land Owners, executed by and between Irella F. Crandall, et, al and Kim Hughes and Cynthia Hughes; Ladislav Pekarovic and Maria Pekarovic , recorded September 27, 1988, as Instrument No. [88-61812](#) of Official Records.
6. An easement for ingress and egress, underground utilities and incidental purposes, recorded September 27, 1988 as Instrument No. [88-61812](#) of Official Records.
In Favor of: Kim Hughes and Cynthia Hughes
Affects: A portion of said land
7. The effect of a map purporting to show the land and other property, filed in [Book 176, Page 15](#) of Record of Surveys.

Affects: Parcel Three

8. An oil and gas lease executed by Robert M. Immler, a married man, as his sole and separate property as lessor and Panther Energy Company, LLC as lessee, recorded March 10, 2009 as Instrument No. [09-12564](#) of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.

Affects: Parcel Three

9. The effect of a deed dated None Shown, executed by Elizabeth Mease, Trustee of the Ann Crandall Bingham Trust U.D.T. dated February 3, 1982, as Grantor, to an undivided one-sixth of an undivided twentyfive percent (25%) interest to Elizabeth Bingham Mease, Trustee of the Mease Family 1997 Trust, dated April 9, 1997, and an undivided one-sixth of an undivided twentyfive percent (25%) interest to Sara Bingham, Trustee of the Trust of Sara Bingham, dated December 2, 2002, as Grantee, recorded June 22, 2015 , as Instrument No. [2015-0032405](#) of Official Records.

The requirement that this office be furnished with the evidence that the deed was an absolute conveyance for value, and that there are no other agreements, oral or written, regarding the ownership of the land described herein.

NOTE: Unable to verify if the above referenced "uninsured" deed is a valid transfer.

10. Any easements and/or servitudes affecting easement parcel(s) Two and Four herein described.
11. Any lien for state or federal estate tax arising by reason of the death of Ann Crandall Bingham.
12. Any right, title or interest of the spouse (if any) of any married person herein.
13. Any right, title or interest of the spouse (if any) of Bradford G. Crandall.
14. 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.
15. Rights of the public in and to that portion of the land lying within any Road, Street, Alley or Highway.
16. Water rights, claims or title to water, whether or not shown by the public records.
17. Rights of parties in possession.

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

18. A deed from the spouse of any married person herein be recorded in the public records, or the joinder of the spouse of any married person named herein on any conveyance, encumbrance or lease to be executed by said married person.

19. A deed from the spouse (if any) of Bradford G. Crandall 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."
20. With respect to the trust referred to in the vesting:
 - 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.
21. With respect to Mease Family 1997 Trust, dated April 9, 1997 :
 - 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.
22. With respect to Trust of Sara Bingham, dated December 2, 2002 :
 - 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.
23. With respect to the decedent mentioned in the vesting:
 - a. If full authority to administer the estate has been granted under the Independent Administration of Estates Act (Probate Code Section 10400 and following):
 - (i) That a copy of letters of administration or letters testamentary reflecting such authority, certified by the clerk of the court within 30 days prior to the closing of the contemplated transaction, be recorded in the public records.
 - (ii) A copy of a notice of proposed action meeting the requirements of Probate Code Section 10585, together with satisfactory evidence that such notice was mailed or personally delivered as required by Probate Code Section 10586.
 - (iii) Satisfactory evidence that no objection to proposed action was received by the personal representative prior to the closing of the contemplated transaction.
 - (iv) Satisfactory evidence that any state or federal estate tax arising by reason of the death of the decedent has been paid.
 - (v) Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
 - b. If full authority to administer the estate has not been granted under the Independent Administration of Estates Act (Probate Code Section 10400 and following):
 - (i) That a certified copy of a final, unappealable order confirming the contemplated transaction be recorded in the public records.
 - (ii) Satisfactory evidence that any state or federal estate tax arising by reason of the death of the decedent has been paid.

(iii) Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

INFORMATIONAL NOTES

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

1. General and special taxes and assessments for the fiscal year 2017-2018.

First Installment: \$589.37, PAID
Penalty: \$0.00
Second Installment: \$589.37, PAID
Penalty: \$0.00
Tax Rate Area: 072040
A. P. No.: 099-110-016

(Affects Parcel One)

2. General and special taxes and assessments for the fiscal year 2017-2018.

First Installment: \$957.60, PAID
Penalty: \$0.00
Second Installment: \$957.60, PAID
Penalty: \$0.00
Tax Rate Area: 072040
A. P. No.: 099-110-006

(Affects Parcel Three)

3. The property covered by this report is vacant land.
4. 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
5. We find no open deeds of trust. Escrow please confirm before closing.

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: ([APN: 099-110-016](#))

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, IN TOWNSHIP 7 NORTH, RANGE 33 WEST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND BURIED UTILITIES ALONG AN EXISTING ROADWAY THE CENTER OF WHICH IS DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 23 OF SAID TOWNSHIP, RANGE, AND BASE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23, SAID CORNER ALSO BEING THE CENTER OF SAID SECTION 23; THENCE NORTHERLY ALONG THE WESTERLY LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23, SAID LINE ALSO BEING THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, NORTH 0° 11' 00" EAST 1054.71 FEET TO THE "POINT OF BEGINNING", SAID POINT OF BEGINNING ALSO BEING THE BEGINNING OF A NON TANGENT CURVE, AND THE BEGINNING OF SAID EASEMENT, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: THENCE CURVING TO THE LEFT ALONG SAID CENTERLINE FROM A TANGENT WHICH BEARS NORTH 60° 21' 10" WEST, WITH A RADIUS OF 338.52 FEET, THROUGH AN ANGLE OF 11° 04' 10", FOR A DISTANCE OF 65.40 FEET; THENCE NORTH 49° 17' 00" EAST, 57.49 FEET TO THE BEGINNING OF A NON TANGENT CURVE; THENCE CURVING TO THE LEFT FROM A TANGENT WHICH BEARS SOUTH 82° 44' 10" EAST, WITH A RADIUS OF 373.60 FEET, THROUGH AN ANGLE OF 19° 26' 30", FOR A DISTANCE OF 126.77 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A REVERSING CURVE; THENCE CURVING TO THE RIGHT WITH A RADIUS OF 316.09 FEET, THROUGH AN ANGLE OF 16° 54' 31", FOR A DISTANCE OF 93.28 FEET TO THE END OF SAID CURVE, AND THE BEGINNING OF A REVERSING CURVE; THENCE CURVING TO THE LEFT WITH A RADIUS OF 785.83 FEET, THROUGH AN ANGLE OF 10° 46' 48", FOR A DISTANCE OF 147.85 FEET TO THE END OF SAID CURVE; THENCE NORTH 83° 57' 04" EAST, 436.90 FEET TO THE BEGINNING OF A CURVE; THENCE CURVING TO THE LEFT WITH A RADIUS OF 366.55 FEET THROUGH AN ANGLE OF 7° 30' 29", FOR A DISTANCE OF 48.03 FEET TO THE END OF SAID CURVE; THENCE NORTH 76° 26' 34" EAST, 112.48 FEET; THENCE NORTH 85° 05' 51" EAST, 77.49 FEET TO THE BEGINNING OF A CURVE; THENCE CURVING TO THE RIGHT WITH A RADIUS OF 165.00 FEET, THROUGH AN ANGLE 9° 12' 16", FOR A DISTANCE OF 26.51 FEET TO THE END OF SAID CURVE, AND THE BEGINNING OF A REVERSING CURVE; THENCE CURVING TO THE LEFT WITH A RADIUS OF 116.75 FEET, THROUGH AN ANGLE OF 22° 52' 53", FOR A DISTANCE OF 46.63 FEET TO THE END OF SAID CURVE; THENCE NORTH 71° 25' 15" EAST, 66.62 FEET TO THE BEGINNING OF A CURVE; THENCE CURVING TO THE RIGHT WITH A RADIUS OF 120.28 FEET, THROUGH AN ANGLE OF 15° 47' 23", FOR A DISTANCE OF 33.15 FEET TO THE END OF SAID CURVE; THENCE NORTH 87° 12' 38" EAST, 20.45 FEET TO A POINT IN THE EASTERLY LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23, SAID POINT ALSO BEING IN THE WESTERLY LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, 1266.41 FEET NORTHERLY OF THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER, THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, AND THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 23.

SAID EASEMENT WAS GRANTED TO IRELLA F. CRANDALL ET AL., IN DOCUMENT RECORDED SEPTEMBER 27, 1988 AS INSTRUMENT NO. [88-61812](#) OF OFFICIAL RECORDS, AND IS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL ONE DESCRIBED ABOVE.

PARCEL THREE: ([APN: 099-110-006](#))

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; AND THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 14, IN TOWNSHIP 7 NORTH, RANGE 33 WEST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL FOUR:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND BURIED UTILITIES ALONG AN EXISTING ROADWAY THE CENTER OF WHICH IS DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 23 OF SAID TOWNSHIP, RANGE, AND BASE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23, SAID CORNER ALSO BEING THE CENTER OF SAID SECTION 23; THENCE NORTHERLY ALONG THE WESTERLY LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23, SAID LINE ALSO BEING THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, NORTH 0° 11' 00" EAST 1054.71 FEET TO THE "POINT OF BEGINNING", SAID POINT OF BEGINNING ALSO BEING THE BEGINNING OF A NON TANGENT CURVE, AND THE BEGINNING OF SAID EASEMENT, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: THENCE CURVING TO THE LEFT ALONG SAID CENTERLINE FROM A TANGENT WHICH BEARS NORTH 60° 21' 10" WEST, WITH A RADIUS OF 338.52 FEET, THROUGH AN ANGLE OF 11° 04' 10", FOR A DISTANCE OF 65.40 FEET; THENCE NORTH 49° 17' 00" EAST, 57.49 FEET TO THE BEGINNING OF A NON TANGENT CURVE; THENCE CURVING TO THE LEFT FROM A TANGENT WHICH BEARS SOUTH 82° 44' 10" EAST, WITH A RADIUS OF 373.60 FEET, THROUGH AN ANGLE OF 19° 26' 30", FOR A DISTANCE OF 126.77 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A REVERSING CURVE; THENCE CURVING TO THE RIGHT WITH A RADIUS OF 316.09 FEET, THROUGH AN ANGLE OF 16° 54' 31", FOR A DISTANCE OF 93.28 FEET TO THE END OF SAID CURVE, AND THE BEGINNING OF A REVERSING CURVE; THENCE CURVING TO THE LEFT WITH A RADIUS OF 785.83 FEET, THROUGH AN ANGLE OF 10° 46' 48", FOR A DISTANCE OF 147.85 FEET TO THE END OF SAID CURVE; THENCE NORTH 83° 57' 04" EAST, 436.90 FEET TO THE BEGINNING OF A CURVE; THENCE CURVING TO THE LEFT WITH A RADIUS OF 366.55 FEET THROUGH AN ANGLE OF 7° 30' 29", FOR A DISTANCE OF 48.03 FEET TO THE END OF SAID CURVE; THENCE NORTH 76° 26' 34" EAST, 112.48 FEET; THENCE NORTH 85° 05' 51" EAST, 77.49 FEET TO THE BEGINNING OF A CURVE; THENCE CURVING TO THE RIGHT WITH A RADIUS OF 165.00 FEET, THROUGH AN ANGLE 9° 12' 16", FOR A DISTANCE OF 26.51 FEET TO THE END OF SAID CURVE, AND THE BEGINNING OF A REVERSING CURVE; THENCE CURVING TO THE LEFT WITH A RADIUS OF 116.75 FEET, THROUGH AN ANGLE OF 22° 52' 53", FOR A DISTANCE OF 46.63 FEET TO THE END OF SAID CURVE; THENCE NORTH 71° 25' 15" EAST, 66.62 FEET TO THE BEGINNING OF A CURVE; THENCE CURVING TO THE RIGHT WITH A RADIUS OF 120.28 FEET, THROUGH AN ANGLE OF 15° 47' 23", FOR A DISTANCE OF 33.15 FEET TO THE END OF SAID CURVE; THENCE NORTH 87° 12' 38" EAST, 20.45 FEET TO A POINT IN THE EASTERLY LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23, SAID POINT ALSO BEING IN THE WESTERLY LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, 1266.41 FEET NORTHERLY OF THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER, THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, AND THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 23.

SAID EASEMENT WAS GRANTED TO IRELLA F. CRANDALL ET AL., IN DOCUMENT RECORDED SEPTEMBER 27, 1988 AS INSTRUMENT NO. [88-61812](#) OF OFFICIAL RECORDS, AND IS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL ONE DESCRIBED ABOVE.

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.

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 (07-26-10)

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 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.