



**PRELIMINARY REPORT**

*In response to the application for a policy of title insurance referenced herein, **Chicago Title 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 herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions 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 Attachment One. 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 Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.*

*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.*

*The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Florida corporation.*

**Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One 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.**

**Chicago Title Insurance Company**

By:

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

Countersigned By:

\_\_\_\_\_  
Authorized Officer or Agent



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**ISSUING OFFICE:** 3700 State Street, Suite 100, Santa Barbara, CA 93105

**FOR SETTLEMENT INQUIRIES, CONTACT:**

Chicago Title Company  
1225 Coast Village Rd., Suite E • Santa Barbara, CA 93108  
(805)565-6900 • FAX (805)565-6905

**Another Prompt Delivery From Chicago Title Company Title Department  
Where Local Experience And Expertise Make A Difference**

**PRELIMINARY REPORT**

Title Officer: Timothy Dwire  
Email: [TJ.Dwire@fnf.com](mailto:TJ.Dwire@fnf.com)  
Title No.: FWVE-7741700682-TD

Escrow Officer: Trisha Kenney  
Email: [Trisha.kenney@ctt.com](mailto:Trisha.kenney@ctt.com)  
Escrow No.: FWVE-7741700682 -TK

TO: Berkshire Hathaway HomeServices California Properties  
1170 Coast Village Road  
Santa Barbara, CA 93108  
Attn: Kerry Mormann

**PROPERTY ADDRESS(ES):** 121 Hollister Ranch, Goleta, CA

**EFFECTIVE DATE: October 31, 2017 at 07:30 AM**

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy 1990 (04-08-14)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee as to Parcel(s) One

Easement(s) more fully described below as to Parcel(s) Two and Three

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

**James W. Chomeau and Susan J. Chomeau, or their successors, as Trustees of the James and Susan Chomeau Family Trust dated April 21, 2000**

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

# EXHIBIT "A"

## Legal Description

For APN/Parcel ID(s): 083-700-017

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### PARCEL ONE:

Parcel 121 of Parcel Maps of the Hollister Ranch, Phase III, in the County of Santa Barbara, State of California, as shown on map recorded in Book 9, Pages 32 through 39, inclusive, of Parcel Maps, in the Office of the County Recorder of said County.

Excepting from said Parcel One the interest in the minerals and mineral rights in said land, as said minerals and mineral rights are therein defined, as conveyed by deed from Hollister Estate Company to Jane H. Wheelwright and Clinton B. Hollister, as Executors of the Will of J. J. Hollister, deceased, et al., recorded July 20, 1962 as Instrument No. 30286 in Book 1942, Page 916 of Official Records as said interests were modified and amended by that certain exchange of deeds between Peter Steffens and Ella Steffens, his wife, et al., and Hollister Company, a joint venture, composed of D-G-J Investment Co., a corporation and Harwen Company, a Limited Partnership recorded August 12, 1965, commencing with instrument no. 28586 in Book 2116, Page 971 of Official Records and culminating with instrument no. 28647 in Book 2116, Page 1207 of Official Records, and as set forth and confirmed in amended judgment nunc pro tunc, dated March 2, 1973 nunc pro tunc as of July 28, 1971 filed on March 2, 1973 in Case No. 79733 in the Superior Court of the State of California in and for the County of Santa Barbara, without the right to enter upon the surface of said land as set forth in the documents above mentioned.

EXCEPTING all oil, gas and other hydrocarbon substances and all minerals lying 500 feet or more below the surface of said land, but without the right of entry upon the surface of said land or any part thereof, as reserved by Mgc Equities Corporation in deed recorded June 18, 1979 as Instrument No. 79-27372 of Official Records.

By that certain relinquishment executed by Mgc Equities Corporation, a corporation, hereby Quticclaims any right of entry upon the surface of said real property or any part thereof derived from and incident to the reservation of minerals, oil, gas and other hydrocarbon substances, recorded January 21, 1983 as Reel No. 83-3369 of Official Records.

### PARCEL TWO:

A non-exclusive easement for ingress and egress over the existing road located on lands described in deed to State of California, recorded October 10, 1967 as Instrument No. 29405 in Book 2207, Page 1058 of Official Records, and as described as Parcel One in Deed to State of California, recorded October 10, 1967 as Instrument No. 29404 in Book 2207, Page 1050 of Official Records of said County, which was reserved by Grantors in said deeds for use as therein set forth: The center line of said existing road is shown and designated on Sheet 12 of that certain parcel map entitled "Parcel Map of the Hollister Ranch, Phase I" recorded in Book 8, Pages 45 through 57 inclusive, of Parcel Maps, in the Office of the County Recorder of said County.

### PARCEL THREE:

A non-exclusive easement for ingress, egress, and utility purposes over those areas designated as "common area (private road easement)" lying within those certain parcel maps entitled "Parcel Map of Hollister Ranch, Phase I", "Parcel Map of the Hollister Ranch, Phase II", and "Parcel Map of the Hollister Ranch, Phase III", in the County of Santa Barbara, State of California, as shown respectively on map recorded in Book 8, Pages 45 through 57, inclusive, on map recorded in Book 9, Pages 9 through 17, inclusive, and on map recorded in Book 9, Pages 32 through 39, inclusive, of Parcel Maps, in the Office of the County Recorder of said County.

EXCEPT any portion thereof lying within Parcel One above.

**AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:**

1. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 094-003  
Tax Identification No.: 083-700-017  
Fiscal Year: 2017-2018  
1st Installment: \$5,573.79 Paid  
2nd Installment: \$5,573.79 Unpaid  
Land: \$287,284.00  
Improvements: \$716,686.00

2. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy. None due at this time.
3. Water rights, claims or title to water, whether or not disclosed by the public records.
4. Rights, interests and easements in connection with the construction and maintenance of the railroad adjoining said land, in favor of Southern Pacific Railroad Company and its successors in interest, as set forth in and conveyed by deed to said Couther Pacific Railroad Company, recorded September 18, 1900 in Book 71, Page 587 of Deeds
5. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Southern California Edison Company  
Purpose: public utilities  
Recorded: February 23, 1950 as Instrument No. 2588 in Book 901, Page 318 of Official Records  
Affects: Portions of Parcel One and Three

6. Easements in favor of the lessee as set forth in surface lease dated June 1, 1960, executed by Hollister Estate Company, a corporation as Lessor, and Texaco, Inc., Delaware Corporation, Monterey Oil Company, a Delaware Corporation, and Newmont Oil Company, a Delaware Corporation, as Lessees, recorded June 14, 1960 as Instrument No. 18759 in Book 1753, Page 263 of Official Records, and modifications recorded June 17, 1963 as Instrument No. 25700 in Book 1997, Page 132 of Official Records, and recorded October 10, 1967 as Instrument No. 29403 in Book 2207, Page 1046 all of Official Records. Said easement is shown on the Parcel Map referred to herein.

Matters contained in that certain document entitled "Settlement Agreement and Mutual Release" dated September 1, 1990, recorded November 17, 1992 as Instrument No. 92-091907 of Official Records.

Reference is made to said documents for full particulars

**EXCEPTIONS**  
(continued)

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Southern California Edison Company  
Purpose: Roads  
Recorded: April 19, 1967, Instrument No. 10684, Book 2187, Page 1364 of Official Records  
Affects: A portion of Parcel One and Three

By deed dated December 27, 1967 and recorded June 25, 1968 as Instrument No. 19971 in Book 2236, Page 1019 of Official Records, said Southern California Edison Company quitclaimed to owner or owners of record portions of said easement above referred to therein more fully set forth.

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: General Telephone Company of California, a corporation  
Purpose: Public utilities  
Recorded: September 27, 1972 as Instrument No. 30981 in Book 2365, Page 1238 of Official Records  
Affects: A Southerly portion of Parcel One

9. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recorded: September 17, 1971, Instrument No. 30002, Book 2364, Page 1163, of Official Records

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

Among other things, said document provides: easements, liens, assessments and the subordination thereof.

The provisions of said covenants, conditions and restrictions were extended to include the herein described Land by an instrument

Recorded: February 7, 1972, Instrument No. 4095, Book 2385, Page 779 of Official Records

**EXCEPTIONS**  
(continued)

Said Covenants, Conditions, and Restrictions have been extended to include the herein described land and have been modified by instruments:

- Recorded: February 7, 1972, as Instrument No. 15853, Book 2458, Page 1229
- Recorded: April 26, 1973, as Instrument No. 25860, Book 2469, Page 1197
- Recorded: February 25, 1974, as Instrument No. 6343, Book 2503, Page 642
- Recorded: August 5, 1975, as Instrument No. 26951, Book 2579, Page 468
- Recorded: December 19, 1975, as Instrument No. 46180, Book 2596, Page 1749
- Recorded: December 19, 1975, as Instrument No. 46181, Book 2596, Page 1752
- Recorded: July 1, 1976, as Instrument No. 27516, Book 2618, Page 1830
- Recorded: September 30, 1976, as Instrument No. 41816, Book 2628, Page 2144
- Recorded: September 12, 1977, as Instrument No. 77-46064
- Recorded: November 3, 1977, as Instrument No. 77-55188
- Recorded: May 7, 1980, as Instrument No. 80-18681
- Recorded: May 7, 1980, as Instrument No. 80-18682
- Recorded: January 13, 1981, as Instrument No. 81-1522, 81-1523, and 81-1524
- Recorded: January 21, 1983, as Instrument No. 83-3369
- Recorded: December 30, 1983 as Instrument No. 83-69952
- Recorded: May 24, 1988, Instrument No. 88-031379
- Recorded: December 31, 1990, as Instrument No. 90-083881
- Recorded: February 15, 1991, as Instrument No. 91-009002 and 91-009003
- Recorded: February 26, 1991, as Instrument No. 91-011079
- Recorded: October 21, 1991, as Instrument No. 91-070515
- Recorded: February 11, 1992, as Instrument No. 92-009267
- Recorded: February 12, 1992, as Instrument No. 92-009484
- Recorded: March 3, 1993, as Instrument No. 93-016447
- Recorded: September 22, 1993, as Instrument No. 93-074515
- Recorded: December 8, 1993, as Instrument No. 93-097735

**EXCEPTIONS**  
(continued)

- Recorded: March 16, 1995, as Instrument No. 95-013882 and 95-013883
- Recorded: April 12, 1996, as Instrument No. 96-022232
- Recorded: April 15, 1996, as Instrument No. 96-022578
- Recorded: June 28, 1996, as Instrument No. 96-039787
- Recorded: February 4, 1997, as Instrument No. 97-006145 and 97-006146
- Recorded: June 26, 1997, as Instrument No. 97-036974
- Recorded: July 2, 1997, as Instrument No. 97-038347
- Recorded: May 7, 1998, as Instrument No. 98-032352
- Recorded: October 19, 1999, as Instrument No. 1999-084777, 1999-084778, 1999-084779
- Recorded: September 14, 2001, as Instrument No. 2001-0079136
- Recorded: April 17, 2003, as Instrument No. 2003-049279 and 2003-049280
- Recorded: December 5, 2003, as Instrument No. 2003-164379
- Recorded: February 19, 2004 as Instrument No. 2004-14397
- Recorded: April 20, 2004 as Instrument No. 2004-039840
- Recorded: October 4, 2006 as Instrument No. 2006-078101
- Recorded: December 20, 2007 as Instrument No. 2007-086459
- Recorded: February 4, 2009 as Instrument No. 2009-0005668
- Recorded: January 12, 2011 as Instrument No. 2011-0002465
- Recorded: December 12, 2012, as Instrument No. 2012-0084982
- Recorded: January 15, 2014, as Instrument No. 2014-1815
- Recorded: November 5, 2014, as Instrument No. 2014-50877, all Official Records

Reference is made to said documents for full particulars

- 10. An Easement for the purpose shown below and rights incidental thereto as shown or as offered for dedicated on the recorded map shown below.

Map of : Parcel Map of Hollister Ranch Phase III  
Recorded: Book 9 Pages 32-39 of Parcel Maps  
Purpose: Common Area (Private Road)  
Affects: That portion of said land lying within the Common Area Private Road

**EXCEPTIONS**  
(continued)

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: The Hollister Ranch Owners' Association  
Purpose: Ingress, egress and utility purposes, in areas shown and designated as "Common Area (Private Road Easement)"  
Affects: That portion shown as "Common Area Private Road Easement"

Purpose: Recreational and all other surface uses in areas shown and designated as "Common Area (Beach Recreational)"  
Affects: That portion shown as "Common Area Beach Recreational"  
Recorded: February 7, 1972, Instrument No. 4094, Book 2385, Page 778 of Official Records

NOTE: these easements have been made appurtenant to all lots in Hollister Ranch Phases I, II and III and have been conveyed by various deeds to the owners of said lots

12. Covenants and restrictions imposed by a Land Conservation Contract executed pursuant to Section 51200 et seq. California Government Code.

Dated: January 1, 1973  
Executed by: MGIC Equities Corporation  
Recorded: February 13, 1973, Instrument No. 5898, Book 2447, Page 458 of Official Records  
Affects: Said land

Assumption of Land Conservation Contract recorded June 18, 1979 as Instrument No. 79-27375 of Official Records.

Assumption of Land Conservation Contract recorded June 18, 1981 as Instrument No. 81-24894 of Official Records.

13. A "Notice of Conditions" executed by the Hollister Ranch Owners' Association and recorded July 29, 1975 as Instrument No. 26048 in Book 2578, Page 442 of Official Records.

Said Notice pertains to certain conditions imposed by the South Central Coast Regional Coastal Commission.

Reference is made to said document for full particulars

14. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Southern California Edison Company, a corporation  
Purpose: Public utilities  
Recorded: September 21, 1977, Instrument No. 77-31726 of Official Records  
Affects: Portion of said land, the exact location and extent of said easement is not disclosed of record

Limitations on the use, by the owners of said Land, of the easement area as set forth in the easement document shown hereinabove.

Reference is hereby made to said document for full particulars.



**EXCEPTIONS**  
(continued)

15. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Southern California Edison Company, a corporation  
 Purpose: Public utilities  
 Recorded: September 21, 1977, Instrument No. 77-31727 of Official Records  
 Affects: Portion of said land, the exact location and extent of said easement is not disclosed of record

Limitations on the use, by the owners of said Land, of the easement area as set forth in the easement document shown hereinabove.

Reference is hereby made to said document for full particulars.

16. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document.

Reserved by: MGIC Equities Corporation  
 Purpose: All surface use and development rights, including the right to drill for and extract water therefrom and the right to install, maintain and use structures, roads, drainage facilities, water pipelines and other utility lines in, on or under the same, in areas designated as "Common Area (Private Road Easement)"  
 Recorded: June 18, 1979, Instrument No. 79-27372 of Official Records  
 Affects: That portion of Parcel One shown as "Common Area Private Road Easement"

A "Relinquishment of Certain Groundwater Rights to Existing Wells and Equipment and Rights of Surface Entry" executed by MGIC Equities Corporation, Inc. and recorded December 30, 1983 as Instrument No. 83-69952 of Official Records.

17. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document.

Reserved by: MGIC Equities Corporation  
 Purpose: With the right to grant to others a non-exclusive easement for the installation, maintenance and use of pipelines, private utilities and incidental purposes  
 Recorded: June 18, 1979, Instrument No. 79-27372 of Official Records  
 Affects: Portion of Parcel One, the exact location and extent of said easement is not disclosed of record

Reference is made to said document for full particulars

18. Matters contained in that certain document entitled "Corporation Grant Deed", executed by MGIC Equities Corporation, a corporation, recorded June 18, 1979 as Instrument No. 79-27372 of Official Records, which among other things, contains or provides for: maintenance, repair and use of water and water system.

Reference is made to said document for full particulars

19. A Grazing Lease with certain terms, covenants, conditions and provisions set forth therein.

Lessor: William C. Pratt, Jr., et ux.,  
 Lessee: MGIC Equities Corporation  
 Recorded: June 18, 1979 as Instrument No. 79-27376 of Official Records

**EXCEPTIONS**  
(continued)

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

The effect of a Suspension of Grazing Lease recorded June 17, 1991 as Instrument No. 91-037944 of Official Records.

20. Easement by Final Order of Condemnation Case No. SM 46582, a Consolidation of Cases No. SM 46583 through SM 46589 in the Superior Court of the State of California, County of Santa Barbara for the purpose(s) shown below and rights incidental thereto.

Granted to: Point Arguello Pipeline Company  
Purpose: Pipelines, ingress, egress, underground wires, cables, and electrical lines  
Recorded: February 23, 1988, Instrument No. 88-10666, of Official Records  
Affects: Portion of Parcel One

And recorded: April 21, 1988, Instrument No. 88-23322 of Official Records

And recorded: April 21, 1988, Instrument No. 88-23323 of Official Records

Reference is made to said documents for full particulars

21. Matters contained in that certain document entitled "Consent to Pipeline Encroachment" dated September 17, 1990, executed by Texaco Inc., Point Arguello Pipeline Company, a California General Partnership and Point Arguello Natural Gas Company, a California General Partnership, recorded October 17, 1990 as Instrument No. 90-68155 of Official Records.

Reference is made to said document for full particulars

22. Matters contained in that certain document entitled "Memorandum of Common Area License", executed by Hollister Ranch Owners' Association and Alegria Domestic Mutual Water Company, recorded September 28, 1995 as Instrument No. 95-054327 of Official Records.

Reference is made to said document for full particulars

23. Matters contained in that certain document entitled "Memorandum of Common Area License", executed by Hollister Ranch Owners' Association and James W. Chomeau and Susan J. Chomeau, recorded November 2, 2000 as Instrument No. 2000-0067369 of Official Records.

Reference is made to said document for full particulars

24. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$None Shown  
Dated: November 21, 1997  
Trustor/Grantor: James W. Chomeau and Susan J. Chomeau, husband and wife  
Trustee: Stewart Title of California, Inc.  
Beneficiary: The Chomeau Family Trust  
Recording Date: June 15, 2001  
Recording No: Instrument No. 2001-0048362 of Official Records

**EXCEPTIONS**  
(continued)

An assignment of the beneficial interest under said deed of trust which names:

Assignee: Henri Chomeau IV and James W. Chomeau, or their successors, as Co-Trustees of the Generation-Skipping Marital Trust created under the Chomeau Family Trust dated February 9, 1993  
 Recording Date: May 27, 2003  
 Recording No.: Instrument No. 2003-0066598 of Official Records

25. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$1,000,000.00  
 Dated: October 12, 2004  
 Trustor/Grantor James W. Chomeau and Susan J. Chomeau, or their successors, as Trustees of the James and Susan Chomeau Family Trust dated April 21, 2000  
 Trustee: PRLAP, Inc.  
 Beneficiary: Bank of America, N.A.  
 Loan No.: 31868240120019999  
 Recording Date: November 9, 2004  
 Recording No.: Instrument No. 2004-0118854 of Official Records

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. Under California Civil Code §2943.1 it is a requirement that the Trustor/Grantor of said Deed of Trust either immediately provide the beneficiary with the "Borrower's instruction to Suspend and Close Equity Line of Credit" or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

Amendment to said trust deed for a credit limit increase

Executed by: James W. Chomeau and Susan J. Chomeau or their successors, as Trustees of The James and Susan Chomeau Family Trust dated April 21, 2000  
 New Principal Amount: \$1,700,000.00  
 Recording Date: January 20, 2005  
 Recording No.: Instrument No. 2005-0002187 of Official Records

26. Matters contained in that certain Notice of Supplemental Final Order and Judgment, pursuant to Supplemental Final Order and Judgment entered by the United States District Court for Southern District of Indiana on April 6, 2007, in Civil Action No. 1:03-cv-7012-DFH-TAB, recorded December 21, 2009 as Instrument No. 2009-75745 of Official Records, records of Santa Barbara County.

Which among other provides: a permanent telecommunications easement

Reference is made to said document for full particulars.

**EXCEPTIONS**  
(continued)

27. Matters contained in the "Irrevocable Offer to Dedicate and Covenant Running With The Land", recorded April 20, 1982 as Instrument No. 82-17113 of Official Records, executed by Young Men's Christian Association of Metropolitan, Los Angeles (YMCA) and the "Certificate of Acceptance" executed by State Coastal Conservancy recorded April, 18, 2013 as Instrument April 26, 2013 as Instrument No. 2013-28299 of Official Records that relate to the dedication of roadways and coastal access within Hollister Ranch.

Reference is hereby made to said documents for full particulars.

Affects: Parcels Two and Three

28. A pending court action as disclosed by a recorded notice:

Plaintiff: TOM PAPPAS, individually and all others similarly situated, TIM BEHUNIN, Trustee of the Behunin Family Trust and PATRICK L. CONNELLY, individually and all others similarly situated, THE HOLLISTER RANCH COOPERATIVE, a California non-profit agricultural cooperative association, and the HOLLISTER RANCH OWNERS' ASSOCIATION, a non-profit mutual benefit corporation,  
Defendant: STATE OF CALIFORNIA, a public entity, CALIFORNIA COASTAL CONSERVANCY, an agency of the State of California, CALIFORNIA COASTAL COMMISSION, an agency of the State of California,  
County: Santa Barbara  
Court: Superior Court  
Case No.: 1417388  
Nature of Action: To obtain judgment as to the rights of the parties pertaining to the easement at issue  
Recording Date: June 10, 2013  
Recording No.: Instrument No. 2013-0038663 of Official Records

29. Matters contained in that certain document entitled "Easement Deed by Court Order in Settlement of Landowner Action", pursuant of Final Order and Judgement approving the Settlement Agreement entered by the United States District Court for the Northern District of California San Francisco Division on June 27, 2013, in Case No. 3:11-cv-02599-TEH, in favor of Spring Communications Company, L.P., et al, recorded January 30, 2014 as Instrument No. 2014-4478 of Official Records of Santa Barbara County.

Which among others provides: a permanent telecommunications easement

Reference is made to said document for full particulars.

30. Any invalidity or defect in the title of the vestees in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a Trust Certification pursuant to California Probate Code Section 18100.5.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

**END OF EXCEPTIONS**

## NOTES

- Note 1.** Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
- Note 2.** Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 3.** Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
- Note 4.** Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

**END OF NOTES**

**FIDELITY NATIONAL FINANCIAL  
PRIVACY NOTICE**

**Effective: May 1, 2015; Last Updated: March 1, 2017**

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<p><b><u>Types of Information Collected.</u></b> You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</p>	<p><b><u>How Information is Collected.</u></b> We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</p>
<p><b><u>Use of Collected Information.</u></b> We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</p>	<p><b><u>When Information Is Disclosed.</u></b> We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</p>
<p><b><u>Choices With Your Information.</u></b> Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</p>	<p><b><u>Information From Children.</u></b> We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</p>
<p><b><u>Privacy Outside the Website.</u></b> We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p>	<p><b><u>International Users.</u></b> By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p><b><u>The California Online Privacy Protection Act.</u></b> Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	
<p><b><u>Your Consent To This Privacy Notice.</u></b> By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p><b><u>Access and Correction; Contact Us.</u></b> If you desire to contact us regarding this notice or your information, please contact us at <a href="mailto:privacy@fnf.com">privacy@fnf.com</a> or as directed at the end of this Privacy Notice.</p>

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective: May 1, 2015; Last Updated: March 1, 2017

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

### **Types of Information Collected**

We may collect two types of information from you: Personal Information and Browsing Information.

**Personal Information.** FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

**Browsing Information.** FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

### **How Information is Collected**

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- **Cookies.** When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

### **Use of Collected Information**

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

### **When Information Is Disclosed**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.



You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

### **Information From Children**

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

### **Privacy Outside the Website**

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

### **The California Online Privacy Protection Act**

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN.

**The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

**Your Consent To This Privacy Notice**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

**Accessing and Correcting Information: Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to [privacy@fnf.com](mailto:privacy@fnf.com) or by mail or phone to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer  
(888) 934-3354

# ATTACHMENT ONE

## CALIFORNIA LAND TITLE ASSOCIATION 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 or 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.

**ATTACHMENT ONE  
(CONTINUED)**

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

**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:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

**ATTACHMENT ONE  
(CONTINUED)**

**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:]

## **ATTACHMENT ONE (CONTINUED)**

### **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 and 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.]

## ATTACHMENT ONE (CONTINUED)

### ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15)

#### 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, 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.

## Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

### **FNF Underwritten Title Companies**

CTC – Chicago Title Company  
CLTC – Commonwealth Land Title Company  
FNTC – Fidelity National Title Company  
FNTCCA – Fidelity National Title Company of California  
TICOR – Ticor Title Company of California  
LTC – Lawyer's Title Company

### **Underwritten by FNF Underwriters**

CTIC – Chicago Title Insurance Company  
CLTIC – Commonwealth Land Title Insurance Company  
FNTIC – Fidelity National Title Insurance Company  
FNTIC – Fidelity National Title Insurance Company  
CTIC – Chicago Title Insurance Company  
CLTIC – Commonwealth Land Title Insurance Company

### **Available Discounts**

#### **DISASTER LOANS (CTIC, CLTIC, FNTIC)**

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)**

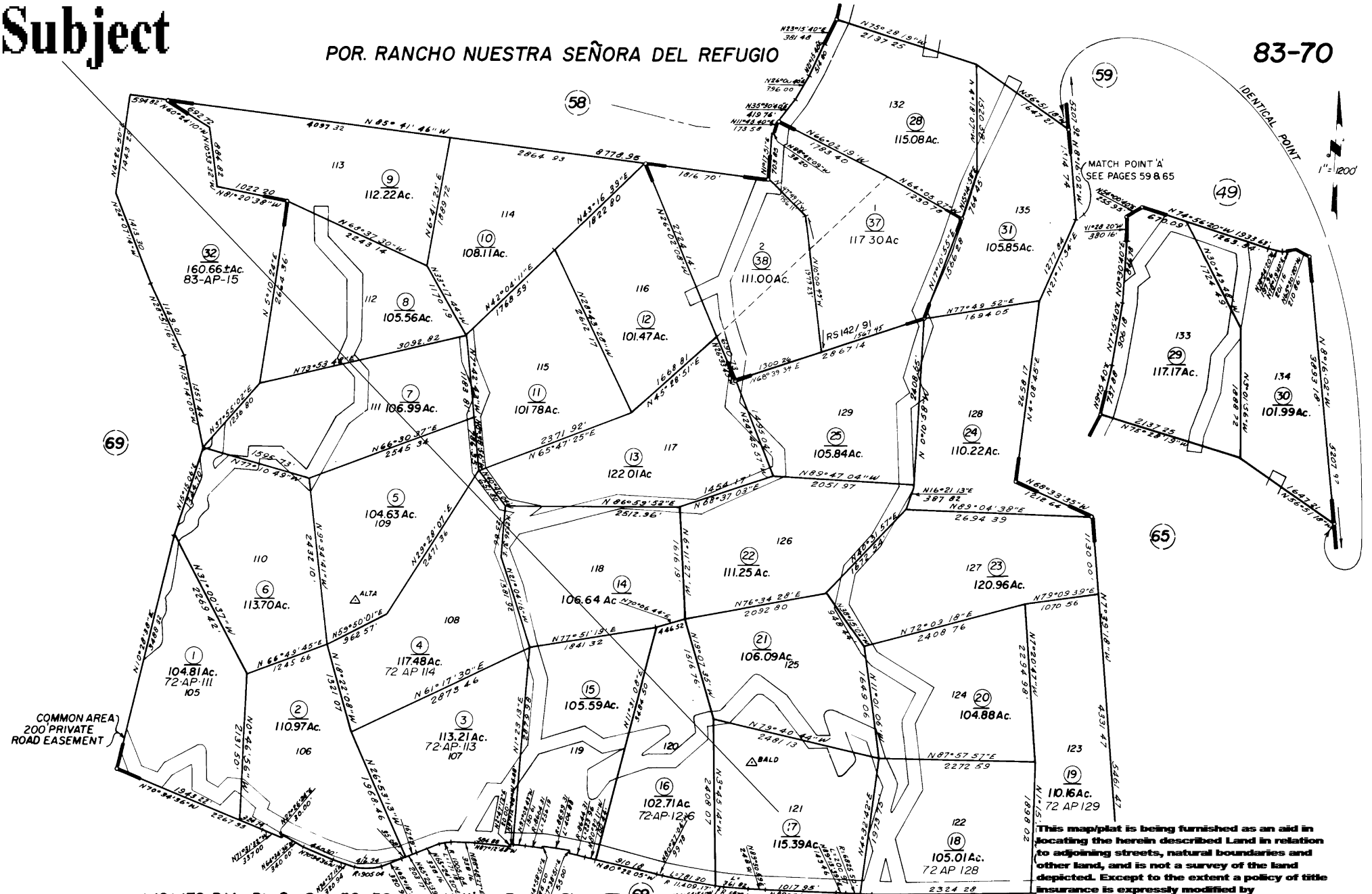
On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.



# Subject

## POR. RANCHO NUESTRA SEÑORA DEL REFUGIO

83-70



1/21/72 P.M. Bk. 9 , Pgs. 32 - 39 - Hollister Ranch, Phase III (69)

This map plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown