



**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 Nebraska 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



Visit Us on our Website: [www.ctic.com](http://www.ctic.com)



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

**FOR SETTLEMENT INQUIRIES, CONTACT:**

Chicago Title Company  
1225 Coast Village Rd., Suite E • Montecito, 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: Kris Jay  
Email: [jayk@ctt.com](mailto:jayk@ctt.com)  
Title No.: FWVE-7741700062-KJ

Escrow Officer: Trisha Kenney  
Email: [Trisha.kenney@ctt.com](mailto:Trisha.kenney@ctt.com)  
Escrow No.: FWVE-7741700062 -TK

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

**PROPERTY ADDRESS(ES):** Vacant Land- Rancho del Ciero APN No. 153-400-001, 153-400-003, 153-400-006  
& 153-400-011, Santa Barbara County, CA

**EFFECTIVE DATE: February 13, 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)

ALTA Loan Policy 2006

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 to Four

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

**RDC Farming LLC, a Delaware limited liability company**

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): 153-400-001, 153-400-003, 153-400-006 and 153-400-011**

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**PARCEL ONE:**

Parcel 2 of Parcel Map No. 14,771 in the County of Santa Barbara, State of California, as per map recorded in Book 64, Pages 62 through 75 inclusive, of Parcel Maps, in the Office of the County Recorder of said County.

**PARCEL TWO:**

A 20' wide easement for private waterlines and for private ingress and egress over and across Parcel 1, as per map recorded in Book 64, Pages 62 through 75 inclusive, of Parcel Maps, in the Office of the County Recorder of said County.

Said easement was granted to RDC Farming, LLC, a Delaware limited liability company in the Grant Deed recorded December 19, 2014 as Instrument No. 2014-58544 of Official Records, Records of said County.

**PARCEL THREE:**

A non-exclusive easement for access, roadway ingress and egress over a strip of land thirty (30.00) feet wide, being a portion of Parcel 1 shown as Easement 3, in the City of Goleta, County of Santa Barbara, State of California, as shown on Parcel Map 14,771 recorded June 6, 2014 in Book 64, Pages 62 through 75 of Parcel Maps in the Office of the County Recorder of said County, the centerline of which is described as follows:

Commencing at a 1/2 inch iron pipe tagged "PLS 7911" on the North line of said Parcel 1, said point also being the Northeasterly terminus of that certain course on the North line of said Parcel 1 shown as "N 74°53'57" E 248.83" on said Parcel Map; thence, along the North line of said Parcel 1, South 83°03'41" East, a distance of 131.95 feet, to the true point of beginning; thence,

1st, South 20°20'17" West, a distance of 15.42 feet to a line parallel with and distant 15.00 feet Southerly from that certain course on the North line of Parcel 1 shown as "S 83°03'41" E 245.18" on said map; thence

2nd, parallel with and distance 15.00 feet from said North line, South 83°03'41" East, a distance of 111.50 feet; thence,

3rd, parallel with and distance 15.00 feet from said North line, South 44°04'57" East, a distance of 403.18 feet; thence,

4th, parallel with and distance 15.00 feet from said North line, South 55°31'09" East, a distance of 170.11 feet; thence,

5th, South 25°08'41" West, a distance of 192.65 feet; thence,

6th, South 33°35'21" East, a distance of 201.95 feet, thence,

7th, South 08°04'57" West, a distance of 97.75 feet; thence,

8th, South 24°25'56" West, a distance of 87.16 feet; thence,

9th, South 09°53'04" East, a distance of 99.33 feet; thence,

10th, South 43°18'57" East, a distance of 242.55 feet; thence,

**EXHIBIT "A"**  
Legal Description  
(continued)

11th, South 05°09'12" West, a distance of 231.50 feet; thence,

12th, South 19°56'23" East, a distance of 205.01 feet; thence,

13th, South 11°32'29" East, a distance of 152.11 feet; thence

14th, South 29°40'09" East, a distance of 404.95 feet; thence,

15th, South 01°25'04" West, a distance of 189.87 feet; thence,

16th, South 15°39'45" East, a distance of 139.37 feet; thence

17th, South 06°32'02" East, a distance of 470.15 feet to a 2" iron pipe tagged "PLS 7911" on the Southerly line of Parcel 1, said point also being the Easterly terminus of that certain course on the Southerly line of Parcel 1 shown as "S 82°43'08" W 164.92" on said map and also being the terminus of said centerline.

The sidelines of the above described land shall be lengthened or shortened so as to terminate Northerly on the North line of said Parcel 1 and Southerly on the South line of said Parcel 1.

Said easement was granted to RDC Farming, LLC, a Delaware limited liability company in the Grant of Non-exclusive Access Easement, recorded December 19, 2014 as Instrument No. 2014-58568 of Official Records, Records of said County.

**PARCEL FOUR:**

A non-exclusive easement for access, roadway, ingress and egress over a thirty (30) foot wide strip of land, in the County of Santa Barbara, State of California, being a portion of Parcel 4 of Parcel Map 14,771 filed in Book 64 of Parcel Maps at Pages 62 through 74 in the Office of the County Recorder of said County, the centerline of which is described as follows:

Commencing at a 2" iron pipe tagged "RCE 7704" at the Northeast corner of Lot 160 of Tract 10,145 as shown on the map filed in Book 57 of Maps at Pages 27-37 in the Office of the County Recorder of said County, said pipe being on the Westerly boundary of said Parcel 4; thence along said Westerly boundary of said Parcel 4, South 30°19'26" East a distance of 58.85 feet to the centerline of a non-exclusive easement for public utilities as shown on said Parcel Map and the true point of beginning; thence along said centerline the following courses:

1st, North 51°22'44" East, a distance of 10.39 feet to a curve, concave Northwesterly and having a radius of 50.00 feet; thence,

2nd, along said curve, through a central angle of 63°10'22" an arc distance of 55.13 feet; thence,

3rd, North 11°47'38" West, a distance of 83.77 feet, thence;

4th, North 56°43'00" West, a distance of 131.24 feet; thence,

5th, North 29°05'03" West, a distance of 71.64 feet; thence,

6th, North 05°14'13" West, a distance of 151.24 feet; thence

7th, North 09°51'14" East, a distance of 56.09 feet; thence,

**EXHIBIT "A"**  
Legal Description  
(continued)

8th, North 02°39'25" West, a distance of 54.41 feet to the North line of said Parcel 4

The sidelines of said strip are to be lengthened or shortened so as to terminate Southerly and Northerly at the boundary of said Parcel 4.

Said easement was granted to RDC Farming, LLC, a Delaware limited liability company in the Grant of Non-Exclusive Access Easement, recorded December 19, 2014 Instrument No. 2014-58569 of Official Records, Records of said County.

**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, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2017-2018.

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

Code Area: 066-059  
Tax Identification No.: 153-400-001  
Fiscal Year: 2016-2017  
1st Installment: \$634.88 Paid  
2nd Installment: \$634.88 Unpaid  
Land: \$97,265.00  
Improvements: \$11,311.00

Affects: A portion of Parcel One

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

Code Area: 066-059  
Tax Identification No.: 153-400-003  
Fiscal Year: 2016-2017  
1st Installment: \$2,639.79 Paid  
2nd Installment: \$2,639.79 Unpaid  
Land: \$412,857.00  
Improvements: \$61,939.00

Affects: A portion of Parcel One

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

Code Area: 066-056  
Tax Identification No.: 153-400-006  
Fiscal Year: 2016-2017  
1st Installment: \$2,006.69 Paid  
2nd Installment: \$2,006.69 Unpaid  
Land: \$315,733.00  
Improvements: \$42,531.00

Affects: A portion of Parcel One

**EXCEPTIONS**  
(continued)

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

Code Area:	066-024
Tax Identification No.:	153-400-011
Fiscal Year:	2016-2017
1st Installment:	\$4,840.76 Paid
2nd Installment:	\$4,840.76 Unpaid
Land:	\$736,700.00
Improvements:	\$145,046.00

Affects: A portion of Parcel One

6. 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.
7. Water rights, claims or title to water, whether or not disclosed by the public records.
8. The right of the public to use for road purposes any portion of said land lying within the lines of any public road or highway.
9. 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:	March 6, 1930, Instrument No. 2149, Book 206, Page 144, of Official Records
Affects:	The exact location and extent of said easement is not disclosed of record

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

Reference is made to said document for full particulars.

10. 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:	May 25, 1960, Instrument No. 16694, Book 1746, Page 350, of Official Records
Affects:	A strip of land 100 feet in width

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

Reference is made to said document for full particulars.

**EXCEPTIONS**  
(continued)

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

Granted to: County of Santa Barbara  
Purpose: Public park, public recreation area or "open space"  
Recorded: April 13, 1962, Instrument No. 15067, Book 1918, Page 758, of Official Records  
Affects: Portion of said land

and re-recorded May 14, 1962, Instrument No. 19739, Book 1927, Page 78, of Official Records

12. Conditions, reservations and limitations as disclosed in a deed

Executed by: County of Santa Barbara  
Recorded: August 30, 1963, Instrument No. 37384, Book 2010, Page 449, of Official Records

13. Conditions, reservations and limitations as disclosed in a deed

Executed by: Del Ciervo Homeowners' Association  
Recorded: September 23, 1965, Instrument No. 33753, Book 2121, Page 1420 of Official Records

14. 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 16, 1978, Instrument No. 78-7530, of Official Records  
Affects: Various portions of said land

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

Reference is made to said document for full particulars.

15. 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: May 29, 1979, Instrument No. 79-23797, of Official Records  
Affects: Various portions of said land

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

Reference is made to said document for full particulars.

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

Granted to: Southern California Gas Company  
Purpose: Gas pipelines, mains and meters  
Recorded: May 19, 1980, Instrument No. 80-20129, of Official Records  
Affects: Portion of said land 30 feet in width



**EXCEPTIONS**

(continued)

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

Reference is made to said document for full particulars.

17. 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: June 4, 1980, Instrument No. 80-22095, of Official Records  
Affects: Portion of said land

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

Reference is made to said document for full particulars.

18. 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: July 7, 1989, Instrument No. 89-044411, of Official Records  
Affects: Various portions of said land

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

Reference is made to said document for full particulars.

19. An irrevocable offer to dedicate an easement over a portion of said land for basin water, existing wells and water pipelines.

Recorded: November 16, 1989, Instrument No. 89-076735, of Official Records  
Affects: The exact location and extent of said easement is not disclosed of record

20. A Notice

Entitled: "A Notice of Information Relative to Parcel Map No. 14771"  
Recorded: June 6, 2014, Instrument No. 2014-25764 of Official Records

Reference is hereby made to said document for full particulars.

21. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Map of: Parcel Map No. 14771  
Recorded: Book 64, Page 62-75 Maps  
Purpose: Waterline, ingress and egress  
Affects: A 20 foot strip over a portion of Parcel One

Purpose: Irrigation line and waterline  
Affects: A 30 foot strip over a portion of Parcel One

**EXCEPTIONS**  
(continued)

Purpose: Ingress and egress  
Affects: A 30 foot strip over a portion of Parcel One

Purpose: Recreation and water company usage  
Affects: A portion of Parcel One

22. 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

Recording Date: December 19, 2014  
Recording No.: Instrument No. 2014-58540 of Official Records

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

Granted to: TYX, LLC, a California limited liability company  
Purpose: Waterline, ingress and egress  
Recording Date: December 19, 2014  
Recording No.: Instrument No. 2014-58541 of Official Records  
Affects: A 20 foot strip over a portion of Parcel One

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

Granted to: Santa Barbara Mountain Water Company  
Purpose: Recreation and water system  
Recording Date: December 19, 2014  
Recording No.: Instrument No. 2014-58565 of Official Records  
Affects: A portion of Parcel One

25. 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 laws, as set forth in the document referred to in the numbered item last above shown.

26. Matters contained in that certain document

Entitled: "Pipeline Easement Agreement"  
Dated: October 27, 2014  
Executed by: RDC Farming, LLC, a Delaware limited liability company et al and Santa Barbara Mountain Water Company  
Recording Date: December 19, 2014  
Recording No.: Instrument No. 2014-58566 of Official Records

Among other things, said document provides: An easement for pipeline purposes over a portion of Parcel One

Reference is hereby made to said document for full particulars.

**EXCEPTIONS**  
(continued)

## 27. Matters contained in that certain document

Entitled: "Grant of Non-Exclusive Access Easement"  
 Dated: October 27, 2014  
 Executed by: TYX, LLC a California limited liability company and RDC Farming LLC, a Delaware limited liability company  
 Recording Date: December 19, 2014  
 Recording No.: Instrument No. 2014-58568 of Official Records

Among other things, said document provides: An access easement across Parcel 1 of Parcel Map No. 14771 for the benefit of Parcel One described herein

Reference is hereby made to said document for full particulars.

## 28. Matters contained in that certain document

Entitled: "Grant of Non-Exclusive Access Easement"  
 Dated: October 27, 2014  
 Executed by: Ciervo Farming Co., LLC, a California limited liability company, Stuart Land & Farming, LLC, a California limited liability company and RDC Farming, LLC, a Delaware limited liability company  
 Recording Date: December 19, 2014  
 Recording No.: Instrument No. 2014-0058569 of Official Records

Among other things, said document provides: An access easement Parcel Four of Parcel Map No. 14771 for the benefit of Parcel One described herein

Reference is hereby made to said document for full particulars.

## 29. Covenants and restrictions imposed by a Land Conservation Contract executed pursuant to Section 51200 et seq. California Government Code (Williamson Act) authorizing the establishment of agricultural preserves. The use of the land within the preserve may be restricted by the contract to agricultural, recreational, open-space, and other approved compatible uses.

Dated: December 21, 2015  
 Executed by: RDC Farming LLC  
 Recording Date: December 21, 2015  
 Recording No.: Instrument No. 2015-65829 of Official Records

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

Amount: \$4,315,000.00  
 Dated: October 25, 2016  
 Trustor/Grantor: RDC Farming LLC, a Delaware limited liability company  
 Trustee: Heritage Oaks Bancorp  
 Beneficiary: Heritage Oaks Bank  
 Loan No.: 67759  
 Recording Date: November 2, 2016  
 Recording No.: Instrument No. 2016-58613 of Official Records

**EXCEPTIONS**  
(continued)

31. An assignment of all moneys due, or to become due as rental or otherwise from said Land, to secure payment of an indebtedness, shown below and upon the terms and conditions therein

Amount: \$4,315,000.00  
Assigned to: Heritage Oaks Bank  
Assigned By: RDC Farming LLC, a Delaware limited liability company  
Recording Date: November 2, 2016  
Recording No.: Instrument No. 2016-58614 of Official Records

32. Hazardous Substances Certificate and Indemnity Agreement

Dated: October 25, 2016  
Executed by: RDC Farming LLC, a Delaware limited liability company  
Recorded: November 2, 2016 as Instrument No. 2016-58615 of Official Records

33. A financing statement as follows:

Debtor: RDC Farming LLC, a Delaware limited liability company  
Secured Party: Heritage Oaks Bank  
Recording Date: November 8, 2016  
Recording No.: Instrument No. 2016-59899 of Official Records

34. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: RDC Farming LLC, a Delaware limited liability company

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company that it was validly formed, is in good standing and authorized to do business in the state of origin.
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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.

**END OF NOTES**

**FIDELITY NATIONAL FINANCIAL, INC.**  
**PRIVACY NOTICE**  
**Effective: April 1, 2016**

**Order No.:** FWVE-7741700062-TK

At Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our" or "we"), we value the privacy of our customers. This Privacy Notice explains how we collect, use, and protect your information and explains the choices you have regarding that information. A summary of our privacy practices is below. We also encourage you to read the complete Privacy Notice following the summary.

<p><b><u>Types of Information Collected.</u></b> You may provide us with certain personal information, like your contact information, social security number (SSN), driver's license, other government ID numbers, and/or financial information. We may also receive information from your Internet browser, computer and/or mobile device.</p>	<p><b><u>How Information is Collected.</u></b> We may collect personal information directly from you from applications, forms, or communications we receive from you, or from other sources on your behalf, in connection with our provision of products or services to you. We may also collect browsing information from your Internet browser, computer, mobile device or similar equipment. This browsing information is generic and reveals nothing personal about the user.</p>
<p><b><u>Use of Your Information.</u></b> We may use your information to provide products and services to you (or someone on your behalf), to improve our products and services, and to communicate with you about our products and services. We do not give or sell your personal information to parties outside of FNF for their use to market their products or services to you.</p>	<p><b><u>Security Of Your Information.</u></b> We utilize a combination of security technologies, procedures and safeguards to help protect your information from unauthorized access, use and/or disclosure. We communicate to our employees about the need to protect personal information.</p>
<p><b><u>Choices With Your Information.</u></b> Your decision to submit personal information is entirely up to you. You can opt-out of certain disclosures or use of your information or choose to not provide any personal information to us.</p>	<p><b><u>When We Share Information.</u></b> We may disclose your information to third parties providing you products and services on our behalf, law enforcement agencies or governmental authorities, as required by law, and to parties with whom you authorize us to share your information.</p>
<p><b><u>Information From Children.</u></b> We do not knowingly collect information from children under the age of thirteen (13), and our websites are 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>Access and Correction.</u></b> If you desire to see the information collected about you and/or correct any inaccuracies, please contact us in the manner specified in this Privacy Notice.</p>	<p><b><u>Do Not Track Disclosures.</u></b> We do not recognize "do not track" requests from Internet browsers and similar devices.</p>
<p><b><u>The California Online Privacy Protection Act.</u></b> Certain FNF 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>International Use.</u></b> By providing us with your information, you consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p><b><u>Your Consent To This Privacy Notice.</u></b> By submitting information to us and using our websites, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p><b><u>Contact FNF.</u></b> If you have questions or wish to contact us regarding this Privacy Notice, please use the contact information provided at the end of this Privacy Notice.</p>

## FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

FNF respects and is committed to protecting your privacy. We pledge to take reasonable steps to protect your Personal Information (as defined herein) and to ensure your information is used in compliance with this Privacy Notice.

This Privacy Notice is only in effect for information collected and/or owned by or on behalf of FNF, including collection through any FNF website or online services offered by FNF (collectively, the "Website"), as well as any information collected offline (e.g., paper documents). The provision of this Privacy Notice to you does not create any express or implied relationship, nor create any express or implied duty or other obligation, between FNF and you.

### **Types of Information Collected**

We may collect two (2) types of information: Personal Information and Browsing Information.

**Personal Information.** The types of personal information FNF collects may include, but are not limited to:

- contact information (e.g., name, address, phone number, email address);
- social security number (SSN), driver's license, and other government ID numbers; and
- financial account or loan information.

**Browsing Information.** The types of browsing information FNF collects may include, but are not limited to:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language;
- browser type;
- domain name system requests;
- browsing history;
- number of clicks;
- hypertext transfer protocol headers; and
- application client and server banners.

### **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, whether electronic or paper;
- communications to us from you or others;
- information about your transactions with, or services performed by, us, our affiliates or others; and
- information from consumer or other reporting agencies and public records that we either obtain directly from those entities, or from our affiliates or others.

We may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log, collect and record certain Browsing Information about each visitor to the Website. The Browsing Information includes only generic information and reveals nothing personal about the user.
- **Cookies.** From time to time, FNF may send a "cookie" to your computer when you visit the Website. 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 the Website again, the cookie allows the Website to recognize your computer, with the goal of providing an optimized user experience. Cookies may store user preferences and other information. You can choose not to accept cookies by changing the settings of your Internet browser. If you choose not to accept cookies, then some functions of the Website may not work as intended.

### **Use of Collected Information**

Information collected by FNF is used for three (3) main purposes:

- To provide products and services to you, or to one or more third party service providers who are performing services on your behalf or in connection with a transaction involving you;
- To improve our products and services; and
- To communicate with you and to inform you about FNF's products and services.

### **When We Share Information**

We may share your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information with certain individuals and companies, as permitted by law, without first obtaining your authorization. Such disclosures may include, without limitation, the following:

- to agents, representatives, or others to provide you with services or products you have requested, and to enable us to detect or prevent criminal activity, fraud, or material misrepresentation or nondisclosure;
- to third-party contractors or service providers who provide services or perform other functions on our behalf;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- to other parties authorized to receive the information in connection with services provided to you or a transaction involving you.

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 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 make efforts to ensure third party contractors and service providers who provide services or perform functions on our behalf protect your information. We limit use of your information to the purposes for which the information was provided. We do not give or sell your information to third parties for their own direct marketing use.

We reserve the right to transfer your Personal Information, Browsing Information, as well as 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 this information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by any 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 your information to FNF is entirely up to you. If you decide not to submit your information, FNF may not be able to provide certain products or services to you. You may choose to prevent FNF from using your information under certain circumstances ("opt out"). You may opt out of receiving communications from us about our products and/or services.

#### **Security And Retention Of Information**

FNF is committed to protecting the information you share with us and utilizes a combination of security technologies, procedures and safeguards to help protect it from unauthorized access, use and/or disclosure. FNF trains its employees on privacy practices and on FNF's privacy and information security policies. FNF works hard to retain information related to you only as long as reasonably necessary for business and/or legal purposes.

#### **Information From Children**

The Website is meant for adults. The Website 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.

#### **Access and Correction**

To access your Personal Information in the possession of FNF and correct inaccuracies, please contact us by email at [privacy@fnf.com](mailto:privacy@fnf.com) or by mail at:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

#### **Your Consent To This Privacy Notice**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of information by FNF in compliance with this Privacy Notice. We reserve the right to make changes to this Privacy Notice. If we change this Privacy Notice, we will post the revised version on the Website.

#### **Privacy Outside the Website**

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

#### **International Users**

Because FNF's headquarters is located in the United States, we may transfer your Personal Information and/or Browsing Information to the United States. By using our website and providing us with your Personal Information and/or Browsing Information, you understand and consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.

#### **Do Not Track Disclosures**

Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

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

For some websites which FNF or one of its companies owns, 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, including:

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

The information you submit 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 those with which the mortgage loan servicer has contracted to interface with the CCN application. 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, contact your mortgage loan servicer.

#### **Contact FNF**

Please send questions and/or comments related to this Privacy Notice by email at [privacy@fnf.com](mailto:privacy@fnf.com) or by mail at:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

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EFFECTIVE AS OF APRIL 1, 2016



# 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)**

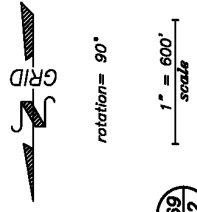
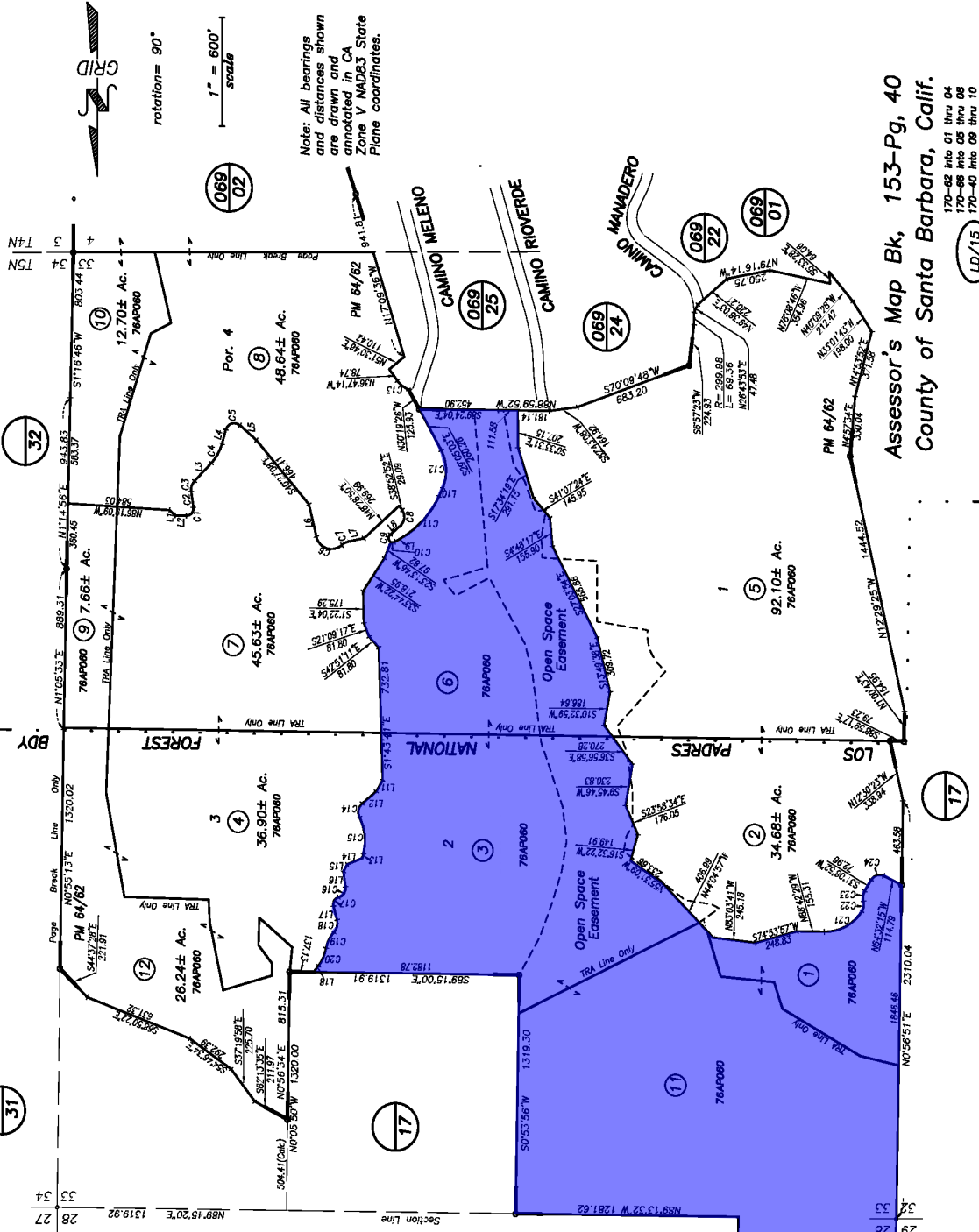
On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate,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

NO.	BEARINGS	DISTANCE
L1	S47°54'17"E	44.70
L2	S87°56'30"E	63.87
L3	N44°30'19"E	139.07
L4	N15°40'01"E	81.09
L5	S49°05'36"E	125.17
L6	N72°33'04"E	87.28
L7	N70°53'04"E	80.77
L8	S48°15'55"W	58.82
L9	S29°51'15"W	58.82
L10	S30°03'10"W	71.05
L11	S30°35'38"W	105.79
L12	S15°26'21"W	36.76
L13	S15°26'21"W	36.76
L14	S27°38'59"W	46.22
L15	S27°38'59"W	46.22
L16	S6°33'51"E	84.02
L17	S15°37'01"E	76.03
L18	S39°29'14"W	44.88

Note: Open space easement for park area granted to & accepted by County of Santa Barbara by Grant deed 1962-015067. Subsequent PM 18/13, PM 22/42 & PM 64/74 fail to show easement. Area has been rezoned for agricultural purposes, but no documents show County has abandoned easement.

NO.	CURVE	RADIUS	LENGTH
C1	40.00	71.18	
C2	199.00	85.10	
C3	70.00	63.10	
C4	250.00	123.95	
C5	50.00	100.56	
C6	80.00	184.74	
C7	60.00	92.31	
C8	25.00	50.63	
C9	60.00	304.40	
C10	50.00	271.19	
C11	230.00	80.17	
C12	149.89	82.82	
C13	60.00	76.01	
C14	250.00	76.01	
C15	40.00	65.86	
C16	70.00	75.27	
C17	40.00	109.00	
C18	200.00	256.43	
C19	200.00	50.10	
C20	70.00	50.10	
C21	55.00	80.94	
C22	55.00	80.94	

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



Note: All bearings and distances shown are drawn and annotated in CA Zone V NAD83 State Plane coordinates.

Assessor's Map Bk, 153-Pg, 40  
County of Santa Barbara, Calif.

170-82 into 01 thru 04  
170-88 into 05 thru 08  
170-92 into 09 thru 10  
170-83 & 88 into 11 & 12  
LD/15

# Chicago Title

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 thereon.