



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:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Greg Martinez
Authorized Officer or Agent



Visit Us on our Website: www.ctic.com



ISSUING OFFICE: 2540 W. Shaw Lane, Suite 112, Fresno, CA 93711

FOR SETTLEMENT INQUIRIES, CONTACT:

Chicago Title Company
3203 W March Lane , Suite 110 • Stockton, CA 95219
(209)952-5500 • FAX (209)478-4063

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

PRELIMINARY REPORT

Title Officer: Darrin Nichols
Email: darrin.nichols@fntg.com
Title No.: FSST-5352401494-DN

Escrow Officer: Melissa Corbin
Email: melissa.corbin@ctt.com
Escrow No.: FSST-5352401494 -MC

TO: Lee & Associates - Central Valley, Inc.
241 Frank West Circle
Stockton, CA 95206
Attn: Chris Sill
Your Ref No.:

PROPERTY ADDRESS(ES): 15611 S. 9th St, 736 W. Las Palmas, Sperry Ave ([apn 048-047-012](#)), [15607 S. 9th St](#), 15601 S. 9th St., 830 W. Las Palmas, Patterson, CA

EFFECTIVE DATE: October 24, 2024 at 07:30 AM

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

CLTA Standard Coverage Owner's Policy - 2022

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

Fee simple as to Parcel(s) Tract A - Parcels One and Three; Tract B; Tract C; Tract D and Tract E

Easement(s) more fully described below as to Parcel(s) Tract A - Parcels Two and Four

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS [VESTED IN:](#)

TRACTS A, B, C:

The Mahaffey Family Limited Partnership, a California limited partnership

TRACT D:

Michael J. Mahaffey and Catherine A. Mahaffey, trustees of The Michael and Catherine Mahaffey Trust
u/d/t August 14, 2008

TRACT E:

The Mahaffey Family Limited Partnership, a California limited partnership, as to Parcels One, Two and Four; and James Mahaffey, Jr. and Carleen M. Mahaffey, husband and wife, as to Parcel Three and Four

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): [048-047-028, 048-047-027, 048-047-018, 048-047-007, 048-047-008 and 048-047-012](#)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PATTERSON, COUNTY OF STANISLAUS, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

TRACT A:

Parcel One:

All that certain real property identified as "Exhibit A - Parcel 1 After Adjustment - Lot Line Adjustment #18-02" as shown on that certain Certificate of Compliance - Lot Line Adjustment No. 18-02, recorded January 11, 2019, as [Instrument No. 2019-0001537-00, of Official Records](#), more particularly described as follows:

All that portion of Parcel "1" as shown on that certain lot line adjustment no. 16-01, recorded as [Document No. 2016-0091489](#), Stanislaus County Records, and situated in the City of Patterson, County of Stanislaus, State of California, more particularly described as follows:

Commencing at the Southeast corner of Parcel "2" per lot line adjustment no. 16.01 and as described in [Document No. 2016-0095542](#), Stanislaus County Records; thence along the East line of said Parcel "2", North 0°26'00" East, a distance of 25.00 feet to a point on the North right of way line of Sperry Avenue and the POINT OF BEGINNING; thence continuing North 0°26'00" East, a distance of 248.43 feet to the Northeast corner of said Parcel "2" thence along the North line of said Parcel "2" the following two courses: North 89°34'00" West, a distance of 158.38 feet and South 83°32'53" West, a distance of 128.99 feet to the Northwest corner thereof; thence along the West line of said Parcel "2", South 0°26'00" West, a distance of 199.97 feet to a point on the North right of way line of Sperry Avenue; thence along last said right of way line North 89°34'00" West, a distance of 40.00 feet to a point on the East line of Parcel "2" per lot line adjustment no. 14-02 and as described in [Document No. 2015-0033389](#), Stanislaus County Records; thence along last said Parcel "2", North 0°26'00" East, a distance of 199.97 feet to the Northeast corner thereof; thence along the North line of last said Parcel "2" and the North line of Parcel "A" per lot line adjustment no. 11-02, and as described in [Document No. 2012-0006473](#), Stanislaus County Records, North 89°34'00" West, a distance of 452.25 feet to a point on the East line of Parcel "1" per lot line adjustment no. 05-05 and as described in [Document No. 2010-0109547](#), Stanislaus County Records; thence along last said East line North 0°20'00" West, a distance of 38.03 feet to the Northeast corner thereof; thence along the North line of last said Parcel "1" North 89°34'00" West, a distance of 60.73 feet to the Southeast corner of Parcel "2", per lot line adjustment no. 05-05 and as described in [Document No. 2016-0091129](#), Stanislaus County Records; thence along the East and North line of last said Parcel "2" the following 3 courses:

1) North 0°20'00" East, a distance of 179.27 feet;

2) North 39°03'00" West, a distance of 73.50 feet; and

3) North 89°34'00" West, a distance of 153.63 feet to a point on the East right of way line of Ward Avenue; thence along last said right of way line North 0°20'00" East, a distance of 42.00 feet; thence South 89°34'00" East, a distance of 201.00 feet to a point on a line lying parallel with and 201.00 feet East of the East right of way line of Ward Avenue; thence along last said parallel line North 0°20'00", East a distance of 68.03 feet to a point on a line lying 5.00 feet Southwest of and parallel with the West line of that certain real property as described in [Document No. 2001-0070359](#), Stanislaus County Records; thence along last said parallel line, North 30°00'00" West, a distance of 88.00 feet; thence North 89°34'00" West, a distance of 156.40 feet to a point on the East right of way line of Ward Avenue; thence along last said right of way line North 0°20'00" East, a distance of 110.34 feet to a point on a tangent curve concave to the Southeast and having a radius of 15.00 feet; thence along last said right of way line and said curve through a central angle of 85°34'14", an arc length of 22.40 feet to the point of reverse with a curve concave to the Northwest and having a radius of 390.00 feet, said point also lying on the South right of way line of Las Palmas Avenue; thence along last said right of way line and said curve through a central angle

EXHIBIT "A"
Legal Description
 (continued)

of 9°57'41", an arc distance of 67.80 feet; thence along last said right of way line North 60°00'00" East, a distance of 1.51 feet to a point on the West line of that certain real property as described in [Document No. 2016-0044861](#), Stanislaus County Records; thence along last said West line and the West line of that certain real property as described in [Document No. 2001-0070359](#), Stanislaus County Records, South 30°00'00" East, a distance of 455.00 feet to a point on the dividing line between Lots 1027 and 1028 as shown on the "Map of Patterson Colony, Sub-Tract No. 4", recorded January 9, 1912 in [Volume 6 of Maps, Page 23](#), Stanislaus County Records; thence along last said dividing line, North 60°00'00" East, a distance of 272.25 feet to the Lot corner common to Lots 1026, 1027, 1028 and 1029 of said "Map of Patterson Colony, Sub-Tract No. 4"; thence along the dividing line between said Lots 1026 and 1027, North 30°00'00" West, a distance of 455.00 feet to a point on the South right of way line of Las Palmas Avenue; thence along last said right of way line North 60°00'00" East, a distance of 400.00 feet to a point on the dividing line between Lots 1026 and 1025 of said "Map of Patterson Colony, Sub-Tract No. 4"; thence along last said dividing line South 30°00'00" East, a distance of 455.00 feet to the lot corner common to Lots 1025, 1026, 1029 and 1030 of said "Map of Patterson Colony, Sub-Tract No. 4"; thence along the dividing line between Lots 1025 and 1030 North 60°00'00" East, a distance of 262.10 feet to the Northwest corner of that certain property as described in [Document No. 2001-0070354](#), Stanislaus County Records, said point lying on line lying 97.90 feet West of and parallel with the West right of way line of 9th Street; thence along last said parallel line South 30°00'00" East, a distance of 194.50 feet to the Southwest corner of that certain property as described in [Document No. 2008-0096670](#), Stanislaus County Records; thence along the South line of last said property, North 60°00'00" East, a distance of 97.90 feet to a point on the West right of way line of 9th Street; thence along last said right of way line, South 30°00'00" East, a distance of 285.50 feet to the Southeast corner of Lot 1030 of said "Map of Patterson Colony, Sub-Tract No. 4"; thence along the dividing line between said Lots 1030 and 1031 South 60°00'00" West, a distance of 360.00 feet to the lot corner common to Lots 1029, 1030, 1031 and 1032 of said "Map of Patterson Colony, Sub-Tract No. 4"; thence along the dividing line between Lots 1031 and 1032 South 30°00'00" East, a distance of 422.77 feet to a point on the North right of way line of Sperry Avenue; thence along last said right of way line, North 89°34'00" West, a distance of 308.61 feet to the point of beginning.

Parcel Two:

Reciprocal non-exclusive easements for vehicular and pedestrian access, ingress and egress, parking, drainage as said easements are set forth in that certain Declaration of Easements, Covenants, Conditions and Restrictions, recorded April 28, 2009, as [Instrument No. 2009-0041119-00](#), Stanislaus County Records.

[APN: 048-047-028](#)

Parcel Three:

All that certain real property identified as "Exhibit A - Parcel 2 After Adjustment - Lot Line Adjustment #18-02" as shown on that certain Certificate of Compliance - Lot Line Adjustment No. 18-02, recorded January 11, 2019, as [Instrument No. 2019-0001537-00, of Official Records](#), more particularly described as follows:

All that portion of Lot 1027 as shown on the "Map of Patterson Colony, Sub-Tract No. 4" recorded January 9, 1912 in [Volume 6 of Maps, Page 23](#), Stanislaus County Records, situated in the City of Patterson, County of Stanislaus, State of California, more particularly described as follows:

Beginning at the lot corner common to Lots 1026, 1027, 1028 and 1029 of said "Map of Patterson Colony, Sub-Tract No. 4"; thence along the dividing line between Lots 1027 and 1028 of said "Map of Patterson Colony, Sub-Tract No. 4" South 60°00'00" West, a distance of 272.25 feet to the Southwest corner of that certain real property, as described in [Document No. 2001-0070359](#), Stanislaus County Records; thence along the West line of last said real property, North 30°00'00" West, a distance of 270.00 feet to the Southwest corner of that certain real property as described in [Document No. 2016-0044861](#), Stanislaus County Records; thence along the South line of

EXHIBIT "A"
Legal Description
 (continued)

last said real property North 60°00'00" East, a distance of 97.00 feet to the Southeast corner thereof; thence along the East line of last said real property North 30°00'00" West, a distance of 185.00 feet to the South right of way line of Las Palmas Avenue; thence along last said right of way line North 60°00'00" East, a distance of 175.25 feet to a point on the dividing line between Lots 1026 and 1027 of said "Map of Patterson Colony, Sub-Tract No. 4"; thence along last said dividing line, South 30°00'00" East, a distance of 455.00 feet to the point of beginning.

Parcel Four:

Reciprocal non-exclusive easements for vehicular and pedestrian access, ingress and egress, parking, drainage as said easements are set forth in that certain Declaration of Easements, Covenants, Conditions and Restrictions, recorded April 28, 2009, as [Instrument No. 2009-0041119-00](#), Stanislaus County Records.

[APN: 048-047-027](#)

TRACT B:

Lot 1025 as laid down and delineated on that certain map entitled "Map of Patterson Colony, Sub-Tract No. 4" filed for record January 9, 1912 in [Volume 6 of Maps, Page 23](#), Stanislaus County Records.

[APN: 048-047-018](#)

TRACT C:

All that certain real property identified as Parcel C as shown on Record of Survey filed for record April 8, 1963 in [Book 9 of Surveys, Page 63](#), Stanislaus County Records, more particularly described as follows:

All that portion of Lot 1030 of map entitled "Map of Patterson Colony, Sub-Tract No. 4" filed for record January 9, 1912 in [Volume 6 of Maps, Page 23](#), Stanislaus County Records, more particularly described as follows:

Commencing at lot corner common to Lots 1025, 1026, 1029 and 1039 of "Map of Patterson Colony, Sub-Tract No. 4"; thence North 60°00' East, along the lot line common to said Lots 1025 and 1030, 262.1 feet to the TRUE POINT OF BEGINNING of this description; thence South 30° East, 89.9 feet; thence North 60° East, 97.9 feet to the West line of 9th Street; thence North 30°00' West, along the West line of 9th Street, 89.9 feet to the Southerly line of Lot 1025; thence South 60°00' West, 97.9 feet along lot line common to said Lots 1025 and 1030 to the point of beginning.

[APN: 048-047-007](#)

TRACT D:

All that certain real property identified as Parcel B as shown on Record of Survey filed for record April 8, 1963 in [Book 9 of Surveys, Page 63](#), Stanislaus County Records, more particularly described as follows:

All that portion of Lot 1030 of map entitled "Map of Patterson Colony, Sub-Tract No. 4" filed for record January 9, 1912 in [Volume 6 of Maps, Page 23](#), Stanislaus County Records, more particularly described as follows:

Beginning at a point on the West line of 9th Street of the City of Patterson, which point bears South 30°00' East, 89.9 feet from the lot corner common to Lots 1025 and 1030 and is the TRUE POINT OF BEGINNING of this survey; thence describing the tract from said true point of beginning: South 30°00' East, 104.6 feet along the said West line of 9th Street to a point; thence South 60°00' West, 97.9 feet to a point; thence North 30°00' West, 104.6 feet to the Southwest corner of Parcel C of this survey; thence North 60°00' East, 97.9 feet along the South line of

EXHIBIT "A"
Legal Description
(continued)

Parcel C, to the point of beginning.

[APN: 048-047-008](#)

TRACT E:

Parcel One:

That portion of Lot 1031 of map entitled "Map of Patterson Colony, Sub-Tract No. 4" filed for record January 9, 1912 in [Volume 6 of Maps, Page 23](#), Stanislaus County Records, more particularly described as follows:

Commencing at the corner common to Lots 1029, 1030, 1031 and 1032 and running thence South 30° East along the Southwesterly line of said Lot 1031, a distance of 158 feet to the most Southerly corner of the property conveyed to John D. Wardlow, by Deed recorded September 13, 1949, as [Instrument No. 18419](#) and the TRUE POINT OF BEGINNING of this description; thence North 60° East along the Southerly line of said Wardlow property, a distance of 50 feet to the most Easterly corner thereof; thence North 30° West along the Easterly line of said Wardlow property, a distance of 158 feet to the most Northerly corner thereof and the centerline of Avenue "E"; thence North 60° East along the centerline of Avenue "E", a distance of 72 feet; thence South 30° East, a distance of 170 feet; thence North 60° East, a distance of 238 feet to a point on the Northeasterly line of of said Lot 1031; thence South 30° East along the Northeasterly line of said Lot 1031, a distance of 463.2 feet, more or less, to the North line of Sperry Avenue; thence South 89°34' West, along the North lien of Sperry Avenue, a distance of 417.63 feet, more or less to the Southwesterly line of said Lot 1031; thence North 30° West along the Southwesterly line of said Lot 1031 to the true point of beginning.

EXCEPTING THEREFROM the South 20 feet.

[APN: Portion of 048-047-012](#)

Parcel Two:

That portion of Lot 1031 of map entitled "Map of Patterson Colony, Sub-Tract No. 4" filed for record January 9, 1912 in [Volume 6 of Maps, Page 23](#), Stanislaus County Records, more particularly described as follows:

Commencing at the corner common to Lots 1029, 1030, 1031 and 1032 and running thence North 60° East along the lot line common to Lots 1031 and 1031 and being along the centerline of Avenue "E", a distance of 122 feet to a Northeasterly corner of property conveyed to James S. Mahaffey, et ux by Deed recorded March 4, 1957 in [Volume 1414 Official Records, Page 38, Instrument No. 5927](#) and being the TRUE POINT OF BEGINNING of this description; thence continue North 60° East along last mentioned line a distance of 54 feet to the Northwesterly corner of property conveyed to M. Lester McDowell, et ux, by Deed recorded November 21, 1957 in [Volume 1454 of Official Records, Page 470, Instrument No. 29279](#); thence South 30° East along the Southwesterly line of said McDowell property and the extension thereof, a distance of 170 feet to a point on a Northwesterly boundary of said Mahaffey property; thence following the boundary of said Mahaffey property the following two courses and distances; South 60° West, 54 feet and North 30° West, 170 feet to the true point of beginning.

[APN: Portion of 048-047-012](#)

Parcel Three:

The Southwesterly 50 feet of that portion of Lot 1031 of map entitled "Map of Patterson Colony, Sub-Tract No. 4" filed for record January 9, 1912 in [Volume 6 of Maps, Page 23](#), Stanislaus County Records, more particularly described as follows:

EXHIBIT "A"
Legal Description
(continued)

Commencing at the corner common to Lots 1029, 1030, 1031 and 1032 as point of beginning; thence North 60°00' East and along Northwesterly line of said Lot 1031 (being centerline of Avenue "E"), a distance of 176 feet to a point; thence South 30°00' East, 158 feet to a point; thence South 60°00' West, a distance of 176 feet to a point on Southwesterly line of Lot 1031; thence North 30°00' West and along Southwesterly line of Lot 1031, a distance of 158 feet to the point of beginning.

[APN: Portion of 048-047-012](#)

Parcel Four:

All that portion of Avenue "E" (abandoned) as described in "Resolution No. 2008-02 - of The City Council of the City of Patterson, Summarily Vacating that portion of "E" Street lying between South Ninth Street and Sperry Avenue, in the City of Patterson", recorded January 26, 2009 as [Instrument No. 2009-0006957-00](#), Stanislaus County Records.

[APN: Portion of 048-047-012](#)

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: 005-038
 Tax Identification No.: 048-047-028
 Fiscal Year: 2024-2025
 1st Installment: \$1,615.89 Open
 2nd Installment: \$1,615.89 Open
 Exemption: \$0.00
 Land: \$157,956.00
 Improvements: \$41,134.00
 Personal Property: \$72,446.00
 Bill No.: 048047028000

Affects: Tract A - Parcel One

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

Code Area: 005-038
 Tax Identification No.: 048-047-027
 Fiscal Year: 2024-2025
 1st Installment: \$1,984.17 Open
 2nd Installment: \$1,984.17 Open
 Exemption: \$0.00
 Land: \$230,013.00
 Improvements: \$104,596.00
 Personal Property: \$0.00
 Bill No.: 048047027000

Affects: Tract A - Parcel Two

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

Code Area: 005-038
 Tax Identification No.: 048-047-018
 Fiscal Year: 2024-2025
 1st Installment: \$472.33 Open
 2nd Installment: \$472.33 Open
 Exemption: \$0.00
 Land: \$32,819.00
 Improvements: \$47,885.00
 Personal Property: \$0.00
 Bill No.: 048047018000

Affects: Tract B

EXCEPTIONS
(continued)

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

Code Area:	005-038
Tax Identification No.:	048-047-007
Fiscal Year:	2024-2025
1st Installment:	\$553.06 Open
2nd Installment:	\$553.06 Open
Exemption:	\$0.00
Land:	\$36,782.00
Improvements:	\$55,179.00
Personal Property:	\$0.00
Bill No.:	048047007000

Affects: Tract C

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

Code Area:	005-038
Tax Identification No.:	048-047-008
Fiscal Year:	2024-2025
1st Installment:	\$673.34 Open
2nd Installment:	\$673.34 Open
Exemption:	\$0.00
Land:	\$48,775.00
Improvements:	\$63,788.00
Personal Property:	\$0.00
Bill No.:	048047008000

Affects: Tract D

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

Code Area:	005-038
Tax Identification No.:	048-047-012
Fiscal Year:	2024-2025
1st Installment:	\$283.02 Open
2nd Installment:	\$283.02 Open
Exemption:	\$0.00
Land:	\$43,252.00
Improvements:	\$0.00
Personal Property:	\$0.00
Bill No.:	048047012000

Affects: Tract E

7. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

EXCEPTIONS

(continued)

8. 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.

9. Matters contained in that certain document

Entitled: Deed
 Executed by: Patterson Ranch Company, a corporation
 Recording Date: May 25, 1914
 Recording No.: [Volume 197 of Deeds, Page 490, of Official Records](#)

Reference is hereby made to said document for full particulars.

Affects: Tract E

10. Matters contained in that certain document

Entitled: Deed
 Executed by: Patterson Ranch Company, a corporation
 Recording Date: June 7, 1915
 Recording No.: [Book 217 of Deeds, Page 401, of Official Records](#)

Reference is hereby made to said document for full particulars.

Affects: Tract A - Parcel One

11. Matters contained in that certain document

Entitled: Deed
 Executed by: Patterson Ranch Company, a corporation
 Recording Date: December 13, 1922
 Recording No.: [Instrument No. 15277, in Book 375 of Deeds, Page 255, of Official Records](#)

Reference is hereby made to said document for full particulars.

Affects: Tract A - Parcel One; and Tract C

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

Granted to: Patterson Water Company
 Purpose: Canals and other water conduits, public utilities and incidental purposes, with rights of ingress and egress
 Recording Date: February 4, 1928
 Recording No.: [Book 262, Page 4, of Official Records](#)

An Easement Quitclaim Deed recorded August 27, 2009, as [Instrument No. 2009-0084750, of Official Records](#).

EXCEPTIONS

(continued)

Reference is hereby made to said document for full particulars.

Affects: Tract A

13. Matters contained in that certain document

Entitled: Deed
Executed by: Patterson Ranch Company, a corporation
Recording Date: September 6, 1929
Recording No.: Instrument No. 11009, in [Volume 351, Page 208, of Official Records](#)

Reference is hereby made to said document for full particulars.

Affects: Tract B

14. Matters contained in that certain document

Entitled: Deed
Executed by: Patterson Ranch Company, a corporation
Recording Date: June 11, 1936
Recording No.: [Book 592, Page 314, of Official Records](#)

Reference is hereby made to said document for full particulars.

Affects: Tract A - Parcel Three

15. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters shown on

Map: Record of Survey
Recording Date: April 8, 1963
Recording No.: [Book 9 of Surveys, Page 63](#), of Official Records

Affects: Tracts C and D

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

Amount: \$30,000.00
Dated: December 3, 1987
Trustor/Grantor James Mahaffey, Jr. and Carleen M. Mahaffey, husband and wife; and Michael J. Mahaffey, a married man as his sole and separate property, all as joint tenants
Trustee: Ticor Title Insurance Company of California, a California corporation
Beneficiary: Elling Vike, a widower
Loan No.: None shown
Recording Date: December 21, 1987
[Recording No.:](#) [138440, of Official Records](#)

Affects: Tract D

EXCEPTIONS

(continued)

17. Matters contained in that certain document

Entitled: Certificate of Completion - Creekside Reorganization to the City of Patterson
Recording Date: August 31, 1994
[Recording No.: 94-0086009-00, of Official Records](#)

Reference is hereby made to said document for full particulars.

18. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: Patterson Redevelopment Project
Recording Date: June 21, 1999
[Recording No.: 1999-0061636, of Official Records](#)

19. Matters contained in that certain document

Entitled: Resolution No. 2008-02 - of The City Council of the City of Patterson, Summarily Vacating that portion of "E" Street lying between South Ninth Street and Sperry Avenue, in the City of Patterson
Executed by: City of Patterson
Recording Date: January 26, 2009
[Recording No.: 2009-0006957-00, of Official Records](#)

NOTE: Said Resolution provides for public utilities and incidental purposes, with rights of ingress and egress for public agencies

Reference is hereby made to said document for full particulars.

Affects: Tracts A and E

20. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, 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: April 28, 2009
[Recording No.: 2009-0041119-00, 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.

Affects: Tract A

EXCEPTIONS

(continued)

21. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;
- Purpose: Reciprocal access, ingress, egress, parking, storm water runoff and retention, public utilities and incidental purposes
Recording Date: April 28, 2009
Recording No.: [2009-0041122-00, of Official Records](#)
- Reference is hereby made to said document for full particulars.
- Affects: Tract A
22. A deed of trust to secure an indebtedness in the amount shown below,
- Amount: \$330,000.00
Dated: April 27, 2009
Trustor/Grantor: Mahaffey Family Limited Partnership, a California limited partnership
Trustee: First American Title Company
Beneficiary: West Coast Pizza Investors, L.P., a California limited partnership
Loan No.: None shown
Recording Date: April 28, 2009
Recording No.: [2009-0041123-00, of Official Records](#)
- Affects: Tract A and other property
- A substitution of trustee under said deed of trust which names, as the substituted trustee, the following
- Trustee: West Coast Pizza Investors, L.P., a California limited partnership
Recording Date: January 25, 2012
Recording No.: [2012-0006475-00, of Official Records](#)
23. Matters contained in that certain document
- Entitled: Certificate of Completion - Ward-Ninth-Sperry Change of Organization (Detachment) from the Patterson Irrigation District
Recording Date: November 19, 2010
Recording No.: [2010-0104294-00, of Official Records](#)
- Reference is hereby made to said document for full particulars.
24. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: City of Patterson, a municipal corporation
Purpose: Water main and incidental purposes
Recording Date: November 3, 2011
Recording No.: [2011-0091314-00, of Official Records](#)
- Reference is hereby made to said document for full particulars.
- Affects: Tract A

EXCEPTIONS
(continued)

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

Granted to: Citizens Telecommunications Company of California, Inc., a California corporation
Purpose: Pole and electrical transmission lines, public utilities and incidental purposes, with rights of ingress and egress
Recording Date: May 25, 2012
[Recording No.:](#) [2012-0046523-00, of Official Records](#)

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.

Affects: Tract E

26. Matters contained in that certain document

Entitled: Driveway Improvements Reimbursement Agreement
Recording Date: May 5, 2015
[Recording No.:](#) [2015-0033390-00, of Official Records](#)

Reference is hereby made to said document for full particulars.

Affects: Tract A

27. Matters contained in that certain document

Entitled: Reciprocal Easement Agreement with Covenants, Conditions and Restrictions
Recording Date: December 5, 2016
[Recording No.:](#) [2016-0095543-00, of Official Records](#)

Reference is hereby made to said document for full particulars.

Affects: Tract A

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

Granted to: City of Patterson, a municipal corporation
Purpose: Public utilities and incidental purposes, with rights of ingress and egress
Recording Date: March 24, 2017
[Recording No.:](#) [2017-0020920-00, of Official Records](#)

Reference is hereby made to said document for full particulars.

Affects: Tract A

EXCEPTIONS
(continued)

29. Matters contained in that certain document

Entitled: Landscape & Stormwater Treatment Control Measures (SCMs) Maintenance & Access Agreement
Recording Date: August 16, 2017
[Recording No.:](#) [2017-0059907-00, of Official Records](#)

Reference is hereby made to said document for full particulars.

Affects: Tract A

30. Matters contained in that certain document

Entitled: Agreement and Restrictive Covenant
Recording Date: March 14, 2019
[Recording No.:](#) [2019-0014991-00, of Official Records](#)

Reference is hereby made to said document for full particulars.

Affects: Tract A

31. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters shown on

Map: Record of Survey
Recording Date: May 9, 2019
[Recording No.:](#) [Book 36 of Surveys, Page 51](#), of Official Records

Affects: Tract A

32. Matters contained in that certain document

Entitled: Notice of Correction/Violation
Executed by: City of Patterson
Recording Date: May 30, 2019
[Recording No.:](#) [2019-0034224-00, of Official Records](#)

Reference is hereby made to said document for full particulars.

Affects: Tract D

33. Matters contained in that certain document

Entitled: Notice of Correction/Violation
Executed by: City of Patterson
Recording Date: May 30, 2019
[Recording No.:](#) [2019-0034225-00, of Official Records](#)

Reference is hereby made to said document for full particulars

EXCEPTIONS
(continued)

Affects: Tract C

34. Matters contained in that certain document

Entitled: Notice of Correction/Violation
Executed by: City of Patterson
Recording Date: May 30, 2019
[Recording No.: 2019-0034230-00, of Official Records](#)

Reference is hereby made to said document for full particulars.

Affects: Tract A

35. Matters contained in that certain document

Entitled: Notice of Correction/Violation
Executed by: City of Patterson
Recording Date: May 30, 2019
[Recording No.: 2019-0034234-00, of Official Records](#)

Reference is hereby made to said document for full particulars

Affects: Tract B

36. A claim of mechanic's lien or materialman's lien

Claimant: Modesto Sand and Gravel, Inc.
Amount: \$59,450.11
Recording Date: July 12, 2024
[Recording No.: 2024-0032151, of Official Records](#)

Affects: Tract A

37. A claim of mechanic's lien or materialman's lien

Claimant: Modesto Sand and Gravel, Inc.
Amount: \$18,950.16
Recording Date: July 12, 2024
[Recording No.: 2024-0032157, of Official Records](#)

Affects: Tract A

38. A claim of mechanic's lien or materialman's lien

Claimant: Modesto Sand and Gravel, Inc.
Amount: \$67,608.74
Recording Date: July 12, 2024
[Recording No.: 2024-0032158, of Official Records](#)

EXCEPTIONS
(continued)

Affects: Tract D

39. A claim of mechanic's lien or materialman's lien

Claimant: Modesto Sand and Gravel, Inc.
Amount: \$20,550.10
Recording Date: July 12, 2024
[Recording No.:](#) [2024-0032159, of Official Records](#)

Affects: Tract C

40. A claim of mechanic's lien or materialman's lien

Claimant: Modesto Sand and Gravel, Inc.
Amount: \$60,450.11
Recording Date: July 15, 2024
[Recording No.:](#) [2024-0032306, of Official Records](#)

Affects: Tract A

41. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

Affects: Tracts B, C and E

42. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

43. Before issuing its policy of title insurance, the Company will require the following for the below-named limited partnership:

Name: The Mahaffey Family Limited Partnership, a California limited partnership

- a. Certificate of Limited Partnership filed with the Secretary of State, in compliance with the provision of the California Revised Limited Partnership Act, Section 15611 et. seq., Corporations Code.
- b. Certified Copy of the Certificate of Limited Partnership certified by the Secretary of State filed with the County Recorder.

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

EXCEPTIONS

(continued)

44. 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.

IF AN ALTA POLICY IS REQUESTED THE FOLLOWING ITEMS WILL BE INCLUDED:

45. Water rights, claims or title to water, whether or not disclosed by the public records.
46. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

47. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
48. Any lien or right to a lien for services, labor or material not shown by the Public Records.
49. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.
50. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
51. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(ies): vestees named herein

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

END OF EXCEPTIONS

NOTES

- Note 1.** 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 2.** 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 3.** 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.
- Note 4.** Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
- Note 5.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 6.** Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:
Name(s) furnished: Del Puerto Health Care District
If these name(s) are incorrect, incomplete or misspelled, please notify the Company.
- Note 7.** Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.
- Note 8.** Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.

NOTES
(continued)

Note 9. The following Exclusion(s) are added to preliminary reports, commitments and will be included as an endorsement in the following policies:

A. 2006 ALTA Owner's Policy (06-17-06).

6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

B. 2006 ALTA Loan Policy (06-17-06)

8. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.

C. ALTA Homeowner's Policy of Title Insurance (12-02-13) and CLTA Homeowner's Policy of Title Insurance (12-02-13).

10. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

D. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).

12. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.

E. CLTA Standard Coverage Policy 1990 (11-09-18).

7. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the public records but that would be disclosed by an examination of any records maintained by or on behalf of a tribe or on behalf of its members.
8. Any claim of invalidity, unenforceability, or lack of priority of the lien of the insured mortgage based on the application of a tribe's law resulting from the failure of the insured mortgage to specify state law as the governing law with respect to the lien of the insured mortgage.

END OF NOTES



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective July 1, 2024

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of 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);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information);
- biometric data (e.g. fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics, and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF 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. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

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 bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

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.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: 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: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or 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 additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Texas Residents: For additional information about your Texas consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). 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.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

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

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 (11-09-18)

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 unless such lien is shown by the public records at Date of Policy.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

ATTACHMENT ONE (CONTINUED)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY (02-04-22)

EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy.
Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

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 at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

**ATTACHMENT ONE
(CONTINUED)**

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21)
EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy and We 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, or regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
 4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.

Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
 5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
 7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
 9. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
 10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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)**

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

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

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

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% 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)

ALTA OWNER'S POLICY (07-01-2021) EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

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 at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

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.

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:

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

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 at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.]
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

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 of California
FNTCCA - Fidelity National Title Company of California
TICOR - Ticor Title Company of California
LTC - Lawyer's Title Company
SLTC - ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
CTIC - Chicago 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 forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

MILITARY DISCOUNT RATE

Upon the Company being advised in writing and prior to the closing of the transaction that an active duty, honorably separated, or retired member of the United States Military or Military Reserves or National Guard is acquiring or selling an owner occupied one-to-four family property, the selling owner or acquiring buyer, as applicable, will be entitled to a discount equal to fifteen percent (15%) of the otherwise applicable rates such party would be charged for title insurance policies.

Minimum charge: Four Hundred Twenty-Five And No/100 Dollars (\$425.00)

The Company may require appropriate proof of eligibility from the parties to the transaction verifying they are entitled to the discount as described. No other discounts or special rates, or combination of discounts or special rates, shall be applicable.