



First American Title

First American Title Company

377 First Street
Solvang, CA 93463

California Department of Insurance License No. 151

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Owner: William M. Mosby and Geraldine G. Mosby, as co-trustees of the William and Gera
Property: 9496 Santa Rosa Road
Buellton, CA 93427

PRELIMINARY REPORT

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

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

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

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

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

Dated as of November 30, 2020 at 7:30 A.M.

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

To Be Determined

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

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

William M. Mosby and Geraldine G. Mosby, Trustees of the William and Geraldine Mosby Family Trust dated August 6, 1985, Subject to Item Nos. 24 and 25

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

FEE AS TO PARCELS ONE, TWO AND THREE, EASEMENT AS TO PARCEL FOUR

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment:	\$7,192.36, PAID
Penalty:	\$0.00
Second Installment:	\$7,192.36, OPEN
Penalty:	\$0.00
Tax Rate Area:	57-007
A. P. No.:	083-190-012

2. Supplemental taxes for the year 2020-2021 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

First Installment:	\$ 218.97, DUE
Penalty:	\$ 0.00
Second Installment:	\$ 218.97, DUE
Penalty:	\$ 0.00
Tax Rate Area:	57-007
A. P. No.:	083-190-012

3. Supplemental taxes for the year 2020-2021 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

First Installment:	\$ 92.15, DUE
Penalty:	\$ 0.00
Second Installment:	\$ 92.15, DUE

Penalty: \$ 0.00
Tax Rate Area: 57-007
A. P. No.: 083-190-012

4. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
5. Notice of pendency of action recorded July 29, 1930 as [BOOK 191, PAGE 495](#) of Official Records.

Court: IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN
AND FOR THE COUNTY OF SANTA BARBARA
Case No.: 21378
Plaintiff: THE PEOPLE OF THE STATE OF CALIFORNIA, ACTING BY AND
THROUGH THE DEPARTMENT OF PUBLIC WORKS
Defendant: EDUARDO DE LA CUESTA, ELENA P. DE LA CUESTA, J. R. STEELE,
JESSIE STEELE, MUNSON S, DALE, LOS ANGELES TRUST & SAFE
DEPOSIT COMPANY, A CORPORATION, TRUSTEE, SECURITY-
FIRST NATIONAL BANK OF LOS ANGELES, A CORPORATION,
CHARLES W. WIMMER J. PILEY CAMPBELL, J.A. RHEA, FIRST
DOE, SECOND DOE, THIRD DOE, FOURTH DOE, FIFTH DOE,
SIXTH DOE AND BLACK-WHITE COMPANY, A CORPORATION
Purpose: AFFECTING THE TITLE TO AND RIGHT OF POSSESSION

6. Abutter's rights of ingress and egress to or from STATE HIGHWAY have been relinquished in the document recorded October 15, 1930 as [BOOK 221, PAGE 498](#) OF OFFICIAL RECORDS.
7. Abutter's rights of ingress and egress to or from STATE HIGHWAY have been relinquished in the document recorded April 06, 1933 as [BOOK 282, PAGE 51](#) OF OFFICIAL RECORDS.
8. Abutter's rights of ingress and egress to or from STATE HIGHWAY have been relinquished in the document recorded January 10, 1934 as [BOOK 297, PAGE 269](#) OF OFFICIAL RECORDS.
9. Notice of pendency of action recorded May 18, 1934 as [BOOK 299, PAGE 296](#) of Official Records.

Court: IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN
AND FOR THE COUNTY OF SANTA BARBARA
Case No.: NOT SHOWN
Plaintiff: EDUARDO DE LA CUESTA AND MICAELA DE LA CUESTA, AS
ADMINISTRATRIX OF THE ESTATE OF ELENA P. DE LA CUESTA,
DECEASED
Defendant: LOS ANGELES TRUST & SAFE DEPOSIT COMPANY, A
CORPORATION, SECURITY-FIRST NATIONAL BANK OF LOS
ANGELES A NATIONAL BANKING ASSOCIATION, SOFIA
BUREHARDT, HAROLD BUREHARDT, JOHN DOE, RICHARD ROE,
JANE GREEN, ROE DOE COMPANY, A CORPORATION
Purpose: QUIET TITLE

10. An easement for RIGHT OF WAY and incidental purposes, recorded December 07, 1936 as [BOOK 384, PAGE 46](#) OF OFFICIAL RECORDS.

In Favor of: SAMUEL DE LA CUESTA, ET UX
Affects: as described therein

The effect of a document entitled "QUITCLAIM DEED", recorded January 28, 1972 as [BOOK 2384, PAGE 738](#) OF OFFICIAL RECORDS.

11. An easement for ROAD and incidental purposes, recorded July 14, 1938 as [BOOK 441, PAGE 82](#) OF OFFICIAL RECORDS.

In Favor of: ABBONDI BAZZI, ET AL.
Affects: as described therein

12. Abutter's rights of ingress and egress to or from STATE HIGHWAY have been relinquished in the document recorded July 02, 1949 as [BOOK 861, PAGE 357](#) OF OFFICIAL RECORDS.

13. Abutter's rights of ingress and egress to or from STATE HIGHWAY have been relinquished in the document recorded July 12, 1949 as [BOOK 863, PAGE 133](#) OF OFFICIAL RECORDS.

14. The terms and provisions contained in the document entitled "AGREEMENT " recorded May 09, 1952 as [BOOK 1067, PAGE 461](#) OF OFFICIAL RECORDS.

15. An easement for ROADWAY PURPOSES and incidental purposes, recorded March 08, 1955 as [BOOK 1302, PAGE 212](#) OF OFFICIAL RECORDS.

In Favor of: STATE OF CALIFORNIA
Affects: as described therein

16. The terms and provisions contained in the document entitled "AGREEMENT" recorded August 27, 1957 as [BOOK 1468, PAGE 132](#) OF OFFICIAL RECORDS.

17. The terms and provisions contained in the document entitled "JOINT USE AGREEMENT" recorded November 25, 1957 as [BOOK 1487, PAGE 457](#) OF OFFICIAL RECORDS.

18. An easement for PUBLIC ROAD and incidental purposes, recorded February 21, 1958 as [BOOK 1505, PAGE 398](#) OF OFFICIAL RECORDS.

In Favor of: COUNTY OF SANTA BARBARA, OF THE STATE OF CALIFORNIA, A BODY
POLITIC AND CORPORATION
Affects: as described therein

19. The terms and provisions contained in the document entitled "JOINT USE AGREEMENT" recorded February 11, 1965 as [BOOK 2091, PAGE 418](#) OF OFFICIAL RECORDS.

20. Notice of pendency of action recorded March 08, 1965 as [BOOK 2094, PAGE 121](#) of Official Records.

Court: IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN
AND FOR THE COUNTY OF SANTA BARBARA, SANTA MARIA
BRANCH
Case No.: SM 1317
Plaintiff: THE PEOPLE OF THE STATE OF CALIFORNIA, ACTING BY AND
THROUGH THE DEPARTMENT OF PUBLIC WORKS
Defendant: ROSA VEGA VILLAGE, A CORPORATION, UNION OIL COMPANY, A
CORPORATION, TIDEWATER OIL COMPANY, A CORPORATION,
FORMERLY TIDE WATER ASSOCIATION OIL COMPANY, A
CORPORATION, ASSOCIATED OIL COMPANY, A CORPORATION,
SECURITY TITLE INSURANCE COMPANY, A CORPORATION, AS
TRUSTEE, SANTA YNEZ VALLEY BANK, A CORPORATION, DORIS
ANN WINKLER, COUNTY OF SANTA BARBARA, A BODY
CORPORATION AND POLITIC DOE ONE TO DOE FIFTY,
INCLUSIVE
Purpose: AFFECTING THE TITLE TO , AND THE RIGHT OF POSSESSION

21. Abutter's rights of ingress and egress to or from STATE HIGHWAY have been relinquished in the document recorded as [BOOK 2172, PAGE 1311](#) of Official Records.

22. An easement for CONSTRUCT, USE, MAINTAIN, OPERATE, ALTER, ADD TO, REPAIR, REPLACE AND/OR REMOVE ITS FACILITIES, CONSISTING OF POLES, CABLES, CROSSARMS, WIRES, ANCHORS, GUYS, BRACES, UNDERGROUND CONDUITS, MANHOLES AND APPURTENANCES, FOR THE TRANSMISSION OF ELECTRIC ENERGY FOR COMMUNICATION AND OTHER PURPOSES and incidental purposes, recorded July 26, 1967 as [BOOK 2198, PAGE 656](#) OF OFFICIAL RECORDS.

In Favor of: GENERAL TELEPHONE COMPANY OF CALIFORNIA A CORPORATION
Affects: as described therein

23. An easement for TO LAY , MAINTAIN, OPERATE, REPAIR, REPLACE, ALTER, CHANGE THE SIZE OF, AND REMOVE ONE PIPELINE AND APPURTENANCES THERETO FOR THE TRANSPORTATION OF OIL, GAS, WATER AND OTHER SUBSTANCES, INCLUDING BUT NOT LIMITED TO DEVICES OF CONTROLLING ELECTROLYSIS FOR USE IN CONNECTION WITH SAID PIPELINE, AND TO LAY, CONSTRUCT, MAINTAIN, OPERATE, REPAIR, REPLACE ALTER AND REMOVE TELEPHONE AND POWER LINES AND APPURTENANCES THERETO AND REMOVE FIBER OPTIC CABLE, ASSOCIATED EQUIPMENT AND APPURTENANCES THERETO FOR TELECOMMUNICATIONS TRANSMISSIONS, INCLUDING BUT NOT LIMITED TO VOICE, DATA AND INFORMATION TRANSMISSIONS and incidental purposes, recorded November 09, 1984 as INSTRUMENT NO. [1984-060902](#) OF OFFICIAL RECORDS.

In Favor of: CELERON PIPELINE COMPANY OF CALIFORNIA, A DELAWARE
CORPORATION
Affects: as described therein

24. An easement for ROADWAY and incidental purposes, recorded October 07, 1988 as INSTRUMENT NO. [88-064657](#) OF OFFICIAL RECORDS.

In Favor of: RICHARD A. BELL AND PATRICA A. BELL, HIS WIFE
Affects: as described therein

Terms and provisions contained in the above document.

25. The effect of a deed dated December 28, 2016, executed by WILLIAM M. MOSBY AND GERALDINE G. MOSBY, TRUSTEES OF THE WILLIAM AND GERALDINE MOSBY FAMILY TRUST DATED AUGUST 6, 1985, as Grantor, to MOSBY FAMILY LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, as Grantee, recorded December 30, 2016, as INSTRUMENT NO. [2016-70703](#) of Official Records.

The Company must obtain and review the following documents before considering vesting title in the named Grantee:

- A. An [Uninsured Deed Declaration](#) executed by the Grantor and notarized by a notary approved by the Company
- B. A confidential [Statement of Information](#), completed by the Grantor

Once the [Uninsured Deed Declaration](#) and [Statement of Information](#) are received and reviewed, the Company may have additional requirements.

26. The effect of a deed dated November 15, 2017, executed by WILLIAM M. MOSBY AND GERALDINE G. MOSBY, GENERAL PARTNERS TO THE MOSBY FAMILY LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, as Grantor, to WILLIAM M. MOSBY AN GERALDINE G. MOSBY, AS CO-TRUSTEES OF THE WILLIAM AND GERALDINE MOSBY FAMILY TRUST DATED AUGUST 6, 1985, AS RESTATED ON DECEMBER 1, 2016, as Grantee, recorded December 14, 2017, as INSTRUMENT NO. [2017-60129](#) of Official Records.

The Company must obtain and review the following documents before considering vesting title in the named Grantee:

- A. An [Uninsured Deed Declaration](#) executed by the Grantor and notarized by a notary approved by the Company
- B. A confidential [Statement of Information](#), completed by the Grantor

Once the [Uninsured Deed Declaration](#) and [Statement of Information](#) are received and reviewed, the Company may have additional requirements.

27. Any easements and/or servitudes affecting easement parcel(s) FOUR herein described.
28. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss.

29. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
30. Water rights, claims or title to water, whether or not shown by the Public Records.
31. Any claim that any portion of the land is below the ordinary high water mark where it was located prior to any artificial or avulsive changes in the location of the shoreline or riverbank.
32. Any rights, interests, or easements in favor of the public, which exist or are claimed to exist over any portion of said land covered by water, including a public right of access to the water.
33. Any claim that any portion of the land is or was formerly tidelands or submerged lands.

34. The new lender, **if any**, for this transaction may be a Non-Institutional Lender. If so, the Company will require the Deed of Trust to be signed before a First American approved notary.
35. Rights of parties in possession.

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

36. With respect to the trust referred to in the vesting:
 - a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
 - b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
 - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
37. With respect to MOSBY FAMILY LIMITED PARTNERSHIP, a California limited partnership:
 - a. That a certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) be recorded in the public records;
 - b. A full copy of the partnership agreement and any amendments;
 - c. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 - d. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
38. With respect to WILLIAM AND GERALDINE MOSBY FAMILY TRUST DATED AUGUST 6, 1985 AND RESTATED ON DECEMBER 1, 2016 :
 - a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
 - b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
 - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
39. With respect to MOSBY FAMILY LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, a certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.

INFORMATIONAL NOTES

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

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) COMMERCIAL STRUCTURE known as 9496 Santa Rosa Road, Buellton, CA.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None
3. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

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

LEGAL DESCRIPTION

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

PARCEL ONE:

THAT PORTION OF LOT 6 OF THE DE LA VEGA RANCHO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP THEREOF RECORDED IN ROCK 1, MAP 4, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTING OF THE CENTER LINE OF THE STATE HIGHWAY WITH THE CENTER LINE OF SANTA YNEZ RIVER, AS SHOWN ON SURVEY MAP FILED APRIL 8, 1910 IN BOOK 5, PAGE 51 OF MAPS AND SURVEYS; THENCE ALONG THE CENTER LINE OF SAID HIGHWAY, THE FOLLOWING COURSES AND DISTANCES: SOUTH 0° 38' EAST 826.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A DELTA OF 38° 05' 50" A RADIUS OF 800.00 FEET; THENCE ALONG THE ARC OF SAID CURVE 531.90 FEET TO THE END THEREOF; THENCE SOUTH 38° 43' 30" EAST 427.90 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A DELTA OF 20° 42' AND A RADIUS OF 900.00 FEET; THENCE ALONG THE ARC OF SAID CURVE 325.20 FEET TO THE END THEREOF; THENCE SOUTH 18° 01' 30" EAST 252.40 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A DELTA OF 367°34'. A RADIUS OF 800.00 FEET; THENCE ALONG THE ARC OF SAID CURVE 524.53 FEET TO THE END THEREOF; THE SOUTH 19° 35' WEST 993.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A DELTA OF 12° 59' A RADIUS OF 1500.00 FEET; THE ALONG THE ARC OF SAID CURVE 339.99 FEET TO THE END THEREOF; THENCE SOUTH 6° 36' WEST 256.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A DELTA OF 20° 15' 30", A RADIUS OF 600.00 FEET; THENCE ALONG THE ARC OF SAID CURVE 212.14 FEET TO THE END THEREOF; THENCE SOUTH 26° 51' 30" WEST 533.40 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A DELTA OF 41° 33' 30" A RADIUS OF 300.00 FEET; THENCE ALONG THE ARC OF SAID CURVE 217.60 FEET TO THE END THEREOF; THENCE SOUTH 14° 42' EAST 67.10 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A DELTA OF 45° 32' A RADIUS OF 200.00 FEET; THENCE ALONG THE ARC OF SAID CURVE 158.90 FEET TO THE END THEREOF; THENCE SOUTH 60° 14' EAST 432.20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A DELTA OF 36° 30' A RADIUS OF 350.00 FEET; THENCE ALONG THE ARC OF SAID CURVE 223.00 FEET TO THE END THEREOF; THENCE NORTH 83° 16' EAST 57.30 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A DELTA OF 35° 23' A RADIUS OF 300.00 FEET; THENCE ALONG THE ARC OF SAID CURVE 185.70 FEET TO THE END THEREOF; THENCE SOUTH 61° 16' EAST 1.50 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A DELTA OF 42° 40' A RADIUS OF 250.00 FEET; THENCE ALONG THE ARC OF SAID CURVE 186.20 FEET TO THE END THEREOF; THE SOUTH 18° 36' EAST, 9.10 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A DELTA OF 14° 00' A RADIUS OF 800.00 FEET; THENCE ALONG THE ARC OF SAID CURVE 195.50 FEET TO THE END THEREOF; THENCE SOUTH 4° 36' EAST 336.70 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A DELTA OF 34° 20' A RADIUS OF 250.00 FEET; THENCE ALONG THE ARC OF SAID CURVE 149.80 FEET TO END THEREOF; THENCE SOUTH 38° 56' EAST 285.60 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A DELTA OF 22° 30' A RADIUS OF 500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, 196.30 FEET TO THE END THEREOF; THENCE SOUTH 16° 26' EAST 175.90 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A DELTA OF 37° 45' A RADIUS OF 250.00 FEET; THENCE ALONG THE ARC HAVING A DELTA OF 37° 45' A RADIUS OF 250.00 FEET; THENCE ALONG THE ARC OF SAID CURVE 164.70 FEET TO THE END THEREOF AND THE BEGINNING OF A COMPOUND CURVE HAVING A RADIUS OF 500 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 118 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 6 OF SAID DE LA VEGA RANCHO, AS SHOWN ON SAID MAP THEREOF; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF LOT 6 TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTHERLY, ALONG THE COMMON LOT LINE BETWEEN LOTS 5 AND 6 OF SAID RANCHO, 102 CHAINS TO THE CENTER OF THE SANTA YNEZ RIVER, AS ESTABLISHED BY AGREEMENT DATED DECEMBER 20, 1910, AND

RECORDED DECEMBER 21, 1910, IN BOOK 130, PAGE 245, OF DEEDS; THENCE SOUTHEASTERLY ALONG SAID LINE 2000 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION DESCRIBED AS PARCEL ONE AND ONE-A IN THE FINAL ORDER OF CONDEMNATION OUT OF CASE NO. 40927, ENTITLED THE PEOPLE OF THE STATE OF CALIFORNIA ACTING BY AND THROUGH THE DEPARTMENT OF PUBLIC WORKS, PLAINTIFF, VS. DULCE JENSON YNEZ DE LA CUESTA AND HENRY G. BODKIN, ET AL., DEFENDANTS, A CERTIFIED COPY RECORDED AUGUST 10, 1950 AS INSTRUMENT NO. 11368 IN BOOK 933, PAGE 366 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED DECEMBER 16, 1955 AS INSTRUMENT NO. 22407 IN BOOK 1351, PAGE 376 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION THEREFROM DESCRIBED IN THE DEED TO THE COUNTY OF SANTA BARBARA, RECORDED FEBRUARY 21, 1958 AS INSTRUMENT NO. 4189 IN BOOK 1505, PAGE 403 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE ENGINEER'S STATION 370 PLUS 88.91 OF THE SURVEYED LINE DESCRIBED IN THE RIGHT OF WAY GRANT FROM GEORGE A . RITTER, TO COUNTY OF SANTA BARBARA, RECORDED IN BOOK 1484, PAGE 241 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SANTA BARBARA COUNTY, CALIFORNIA, SAID ENGINEER'S STATION BEING A POINT IN THE BOUNDARY LINE COMMON TO THE LANDS OF GEORGE A. RITTER AND DULCE DE LA C. JENSEN, ET AL., AND THE WESTERLY LINE OF SAID LOT 6. THENCE SOUTH 0° 09' 30" EAST ALONG SAID WESTERLY LINE 280.66 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY LINE SOUTH 0° 09' 30" EAST 1822.75 FEET; THENCE NORTH 45° 50' 11" EAST 879.35 FEET; THENCE NORTH 72° 01' 08" EAST 820.25 FEET; THENCE NORTH 26° 21' 46" EAST 462.24 FEET; THENCE NORTH 73° 19' 30 WEST 1473.52 FEET; THENCE NORTH 60° 14' 50" WEST 241.58 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THOSE PORTIONS DESCRIBED IN DEED TO AUSTIN TEASLEY, ET AL., RECORDED MAY 4, 1964 AS INSTRUMENT NO. 18614 IN BOOK 2048, PAGE 306 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM TWENTY-FIVE PERCENT (25%) IN THE FOLLOWING PROPORTIONS:

TO YENZ DE LA GUESTA, A SINGLE WOMAN12-12%
TO HENRY G. BODKIN AND RUTH W. BODKIN, HIS WIFE....8-1/3%
TO DULCE JENSEN, A WIDOW....4-1/6%

OF ALL OIL, GAS, MINERALS OR OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND AND WITH NO RIGHTS TO THE SURFACE OF SAID PROPERTY FOR REMOVAL OF SAME AS RESERVED BY YNEZ DE LA CUESTA, A SINGLE WOMAN, HENRY G. BODKIN AND RUTH W. BODKIN, HIS WIFE, DULCE JENSEN, A WIDOW, IN DEED RECORDED AUGUST 12, 1959 AS INSTRUMENT NO. 26534, IN BOOK 1655, PAGE 98 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY.

ALSO EXCEPTING 37-12% OF ALL THE OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND HEREIN BEFORE DESCRIBED, BUT WITH NO RIGHT TO THE SURFACE OF SAID PROPERTY FOR THE REMOVAL OF SAME, AS RESERVED BY RANCHO DE LA VEGA, A CORPORATION, RECORDED FEBRUARY 14, 1963 AS INSTRUMENT NO. 6815, IN BOOK 1976, PAGE 1238 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF THE 34.00 ACRE TRACT OF LAND, AS SHOWN ON RECORD OF SURVEY MAP, FILED IN BOOK 65, AT PAGE 47 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY; THENCE NORTH 0° 09' 30" WEST, 280.66 FEET TO A POINT IN THE CENTER LINE OF SANTA ROSA ROAD, SAID POINT BEING ALSO STATION 370+88.91 AS SHOWN ON COUNTY SURVEYORS MAP 1054; THENCE ALONG SAID CENTER LINE, SOUTH 79° 38' 45" EAST 1677.74 FEET; THENCE LEAVING SAID CENTER LINE SOUTH 10° 21' 15" WEST, 60.00 FEET; THENCE SOUTH 2° 09' 56" WEST, 463.15 FEET; THENCE, ALONG THE NORTHERLY LINE OF THE ABOVE MENTIONED 34.00 ACRE PARCEL OF LAND, NORTH 73° 19' 30" WEST, 1473.52 FEET; THENCE NORTH 60° 14' 50" WEST, 241.58 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM 18.75% OF ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND HEREIN BEFORE DESCRIBED, BUT WITH NO RIGHT TO THE SURFACE OF SAID PROPERTY FOR THE REMOVAL OF SAME, AS RESERVED BY ROSA VEGA VILLAGE, A CALIFORNIA CORPORATION, IN DEED RECORDED JANUARY 28, 1972 AS INSTRUMENT NO. 3156, IN BOOK 2384, PAGE 743 OF OFFICIAL RECORDS.

PARCEL TWO:

THAT PORTION OF THE RANCHO DE LE VEGA, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON MAP THEREOF RECORDED IN RACK 1, MAP 4, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT DISTANT NORTH 75° 42' 50" WEST, 155.00 FEET FROM ENGINEER'S STATION 265+28.91 P.O.T. ON THE CENTER LINE OF THE DEPARTMENT OF PUBLIC WORK'S SURVEY FOR STATE HIGHWAY, ROAD V-SB-2-D AS SAID CENTER LINE IS DELINEATED ON THE MAP FILED IN THE STATE HIGHWAY MAP BOOK AT PAGES 710 AND 714, INCLUSIVE, RECORDS OF SAID COUNTY SAID POINT BEING ALSO THE MOST SOUTHERLY CORNER OF PARCEL ONE DELINEATED ON PAGES 772 OF THE RELINQUISHMENT FILED OCTOBER 22, 1965, IN SAID STATE HIGHWAY MAP BOOK IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTHEASTERLY ALONG THE COURSE SHOWN ON NORTH 81° 34' 22" EAST, 75.32 FEET, IN SAID PARCEL ONE TO A POINT DISTANT NORTH 75° 42' 50" WEST, 99.66 FEET FROM ENGINEER'S STATION 265+80 ON SAID CENTER LINE; THENCE SOUTH 12° 53' 30" WEST, 461.60 FEET TO AN INTERSECTION WITH COURSE NUMBERED 38 IN THE DEED TO THE STATE OF CALIFORNIA RECORDED DECEMBER 16, 1955, IN BOOK 1351, PAGE 376 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHERLY ALONG SAID COURSE FROM A TANGENT THAT BEARS NORTH 11° 02' 15" EAST, ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 1999.83 FEET THROUGH AN ANGLE OF 11° 55' 57", FOR A DISTANCE OF 416.49 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM 50% OF ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER THE ABOVE DESCRIBED PARCEL TWO, BUT WITH NO RIGHT TO THE SURFACE OF SAID PROPERTY FOR REMOVAL, AS RESERVED BY ROSA VEGA VILLAGE, A CALIFORNIA CORPORATION, IN DEED RECORDED JANUARY 28, 1972 AS INSTRUMENT NO. 3156 IN BOOK 2384, PAGE 743 OF OFFICIAL RECORDS.

PARCEL THREE:

THAT PART OF THE PORTION OF RANCHO DE LA VEGA, IN THE COUNTY OF SANTA BARBARA, AS SAID PORTION IS SHOWN ON THE MAP ENTITLED " SURVEY OF A PORTION OF LOTS 7 AND 9 RANCHO DE LA VEGA" FILED FEBRUARY 3, 1937, IN BOOK 24, AT PAGE 38 OF RECORD OF SURVEYS, IN SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE LINE DESCRIBED IN THE FIRST EXCEPTION UNDER PARCEL SECOND IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED OCTOBER 13, 1955, IN VOLUME 1340 OF OFFICIAL RECORDS AT PAGE 294, RECORDS OF SAID COUNTY, WITH COURSE NUMBER 11 ON SAID MAP; THENCE IN A GENERAL SOUTHERLY DIRECTION ALONG COURSES 11, 12,

13, 14, 15 AND 16 AS SHOWN ON SAID MAP TO AN INTERSECTION WITH SAID LINE; THENCE NORTHWESTERLY ALONG SAID LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBON BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED.

PARCEL FOUR:

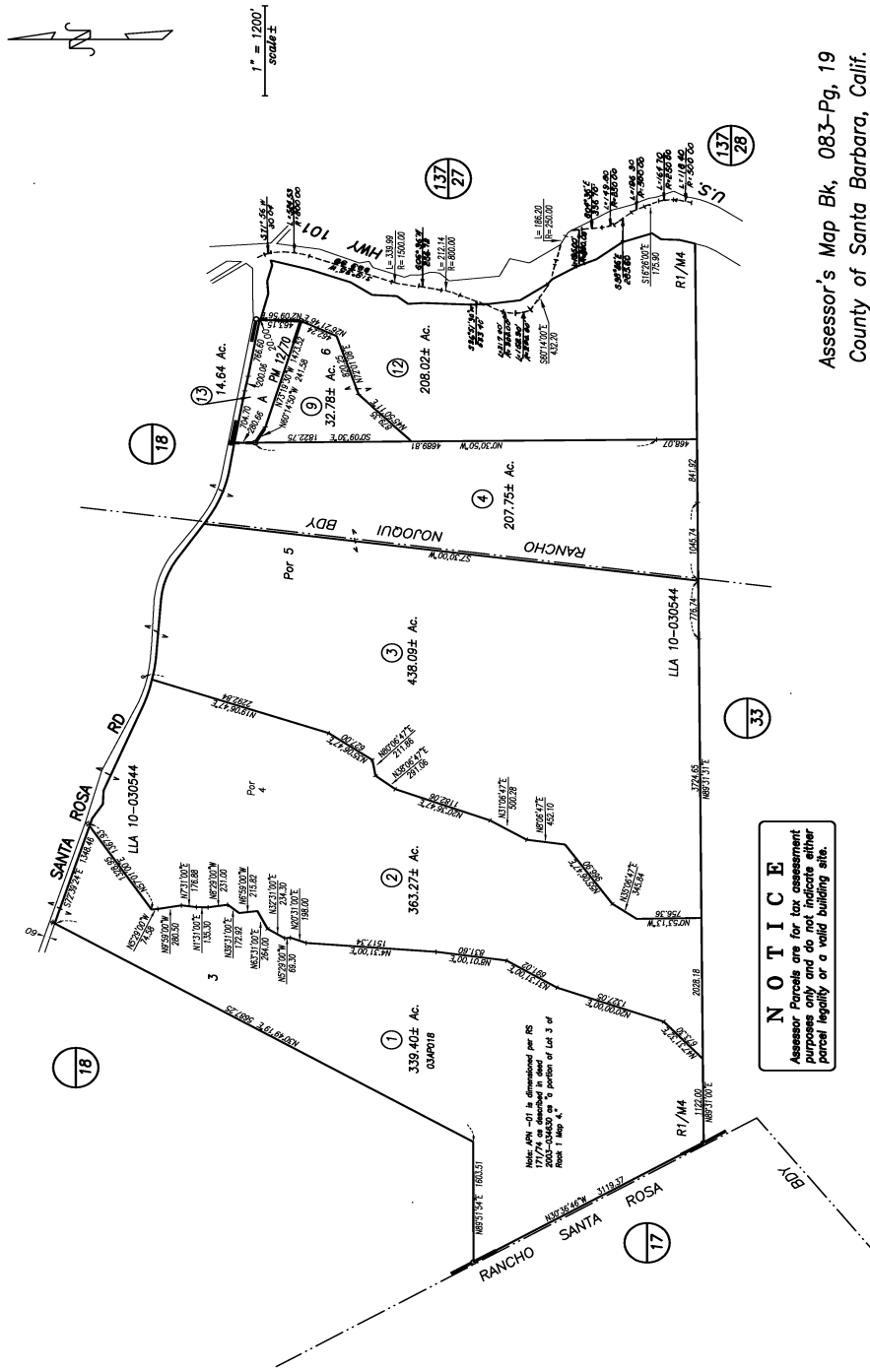
A NON-EXCLUSIVE EASEMENT FOR WELL SITE, PIPE LINES AND FOR INGRESS AND EGRESS OVER UNDER, ALONG AND UPON THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID SANTA ROSA ROAD, AS DESCRIBED IN THE DEED TO THE COUNTY OF SANTA BARBARA, RECORDED FEBRUARY 21, 1958 AS INSTRUMENT NO. 4189 IN BOOK 1505, PAGE 403 OF OFFICIAL RECORDS, DISTANT THEREON, SOUTH 81° 26' 30" EAST, 3.84 FEET FROM A 2" COUNTY SURVEY MONUMENT, AS SHOWN ON COUNTY SURVEYOR'S MAP 1054, SAID 2" COUNTY SURVEY MONUMENT BEARS, NORTH 10° 21' 15" EAST, 35.00 FEET FROM CENTER LINE STATION 388+20.65 B.C. AS SHOWN ON SAID MAP; THENCE NORTH 3° 09' 10" EAST, 728.11 FEET; THENCE AT RIGHT ANGLES, NORTH 86° 50' 50" WEST, 5.00 FEET; THENCE AT RIGHT ANGLES, NORTH 3° 09' 10" EAST, 40.00 FEET; THENCE, AT RIGHT ANGLES, SOUTH 86° 50' 50" EAST, 40.00 FEET; THENCE, AT RIGHT ANGLES, SOUTH 3° 09' 10" WEST, 40.00 FEET THENCE, AT RIGHT ANGLES NORTH 86° 50' 50" WEST, 15.00 FEET, THENCE, AT RIGHT ANGLES, SOUTH 3° 09' 10" WEST, 730.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID SANTA ROSA ROAD; THENCE NORTH 81° 26' 30" WEST, ALONG THE NORTHERLY LINE THEREOF, 20.09 FEET TO THE POINT OF BEGINNING.

APN: 083-190-012

POR. T6N R32W SBB&M &
 POR. RANCHO NOJOQUI

083-19



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

Assessor's Map Bk, 083-Pg, 19
 County of Santa Barbara, Calif.

00/00/0000 Rack 1 Map 4, Tract "Rancho De La Vega" Unrecorded (Map Date 02/11/1892)

LD/11 02 & 03 included in Lot Line Map
 Remove If Not Correct P ar 2, 3 and 4

NOTICE

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

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

CLTA STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

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

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;

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

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

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:
For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

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

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

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

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

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

 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

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

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

EXCEPTIONS FROM COVERAGE

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

[PART I

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

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

PART II

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

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

EXCLUSIONS FROM COVERAGE

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

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

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

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of: [The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

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

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

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

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

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

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

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the

Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



Privacy Notice

Effective: January 1, 2020

Notice Last Updated: January 1, 2020

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit <https://www.firstam.com/privacy-policy/index.html>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

How Do We Collect Your Information? We collect your **personal** and **non-personal information**: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your **non-personal information** for any purpose.

How Do We Share Your Personal Information? We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal information**, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your **personal information**, you may contact us at dataprivacy@firstam.com or toll free at 1-866-718-0097.

How Do We Secure Your Personal Information? The security of your **personal information** is important to us. That is why we take commercially reasonable steps to make sure your **personal information** is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your **personal information**.

How Long Do We Keep Your Personal Information? We keep your **personal information** for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to dataprivacy@firstam.com or toll free at 1-866-718-0097.

International Jurisdictions: Our Products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your **personal information** to us in the US, and you consent to that transfer and use of your **personal information** in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out. We do not sell your personal information to third parties, and do not plan to do so in the future.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Collection Notice. The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
Categories of Sources	Categories of sources from which we've collected personal information include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties
Business Purpose for Collection	The business purposes for which we've collected personal information include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity



Categories of Third Parties Shared	The categories of third parties with whom we've shared personal information include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties
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Categories of Personal Information We Have Sold In The Past Year. We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

Categories of Personal Information Disclosed For A Business Purpose In The Past Year. The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.