



Issuing Policies of Chicago Title Insurance Company

ORDER NO.: **00143070-993-SD2-CFU**

Escrow/Customer Phone: **(619) 521-3500**

County of San Diego
5560 Overland Avenue, Suite 410
San Diego, CA 92123
ATTN: Andie Jarvi
Email: Andrea.Jarvi@sdcounty.ca.gov
REF: 2019-0197-AOracle176

Title Officer: Ken Cyr & Mark Franklin
Title Officer Phone: (619) 521-3673
Title Officer Fax: (619) 521-3608
Title Officer Email: TeamCyrFranklin@ctt.com

PROPERTY: **4000 AND 4004 VISTA WAY, OCEANSIDE, CA**

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(s) of title insurance to be issued hereunder will be policy(s) 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 Company

By: 
Authorized Signature



By: 
ATTEST 
President
Secretary



PRELIMINARY REPORT

EFFECTIVE DATE: December 31, 2020 at 7:30 a.m.

ORDER NO.: 00143070-993-SD2-CFU

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

A Preliminary Report Only

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

A FEE

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

TRI – CITY HOSPITAL DISTRICT, a California Local Hospital District, Organized and Existing Under Local Under the Local Hospital District Law of the Estate of California

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

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

PARCEL A: [APN: 166-010-43-00](#)

PARCEL 1 OF [PARCEL MAP NO. 5632](#), IN THE CITY OF OCEANSIDE, COUNTY SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 2, 1977.

EXCEPTING THEREFROM THAT PORTION AS CONDEMNED BY THE CITY OF OCEANSIDE IN FINAL ORDER OF CONDEMNATION RECORDED OCTOBER 13, 1998 AS [INSTRUMENT NO. 1998-0658491 OF OFFICIAL RECORDS](#), DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 1, BEING A POINT ON A 1295.403 METER RADIUS CURVE CONCAVE NORTHERLY, A RADIAL OF WHICH BEARS SOUTH 01°22'06" EAST TO SAID POINT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°41'17", A DISTANCE OF 38.165 METERS TO THE SOUTHEAST CORNER OF SAID PARCEL 1; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID PARCEL 1, NORTH 00°38'58" EAST 4.456 METERS; THENCE LEAVING SAID EASTERLY LINE, WESTERLY SOUTH 87°55'31" WEST 38.162 METERS TO THE WESTERLY LINE OF SAID PARCEL 1; THENCE SOUTHERLY ALONG SAID WESTERLY LINE SOUTH 00°37'21" WEST 4.551 METERS TO THE POINT OF BEGINNING.

PARCEL B: [APN: 166-010-31-00](#)

PARCEL 3 IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN AT [PAGE 5632 OF PARCEL MAPS](#), FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 2, 1977.

EXCEPTIONS

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

- A. Taxes not assessed.
- B. 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.

MATTERS AFFECTING PARCEL A:

- 1. The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by the document,

Recorded: May 5, 1964 as [Instrument No. 80779 of Official Records](#)
Affects: Highway 78

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

Granted to: San Diego Gas and Electric Company
Purpose: public utilities, ingress, egress
Recording Date: May 7, 1974
Recording No: as [Instrument No. 74-118259 of Official Records](#)
Affects: The exact location and extent of said easement is not disclosed of record.

- 3. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Memorandum of Lease
Lessor: Philip Weingart and Barbara A. Weingart
Lessee: Westcoast National Bank, a national banking association
Recording Date: September 22, 1976
Recording No: as [Instrument No. 76-309547 of Official Records](#)

An agreement to amend or modify certain provisions of said lease, as set forth in the document executed by:

As Lessor: Philip Weingart and Barbara A. Weingart
As Lessee: Westcoast National Bank, a national banking association
Dated: July 2, 1976
Recording Date: August 28, 1981
Recording No: as [Instrument No. 81-275171 of Official Records](#)

- 4. An easement affecting the portion of said land and for the purposes stated herein, and incidental purposes, condemned by Final Decree.

Purpose: temporary construction
Case No.: N76922-1
Recorded: October 13, 1998 as [Instrument No. 1998-0658491 of Official Records](#)
Affects: The route thereof affects a portion of said land and is more fully described in said document.

EXCEPTIONS (Continued)

5. A document entitled "Reciprocal Easement Agreement", dated, May 12, 2006, executed by 4000 Vista Way LLC, a California limited liability company and Tri-City Healthcare District, a California public agency, subject to all the terms, provisions and conditions therein contained, recorded June 1, 2006 as [Instrument No. 2006-0388959 of Official Records](#).

Matters contained in that certain document

Entitled: First Amendment to Reciprocal Easement Agreement
Recording Date: March 08, 2017
Recording No: as [Instrument No. 2017-0107998 of Official Records](#)

Reference is hereby made to said document for full particulars.

6. A Deed of Trust to secure an indebtedness in the original amount shown below.

Amount: \$1,000,000.00
Dated: December 29, 2011
Trustor: Tri-City Real Estate Holding and Management Company LLC, a California limited liability company
Trustee: First Santa Clara Corporation
Beneficiary: Bank of the West, a California banking corporation
Recorded: December 29, 2011 as [Instrument No. 2011-0706099 of Official Records](#)

7. A Collateral Assignment of Leases and Rents of all the monies due, or to become due as rent, as additional security for the obligations secured by Deed of Trust.

Recorded: December 29, 2011 as [Instrument No. 2011-0706099 of Official Records](#)
Assigned to: Bank of the West, a California banking corporation
By Assignment
Recorded: December 29, 2011 as [Instrument No. 2011-0706100 of Official Records](#)

8. An Unrecorded Lease affecting the premises herein described, executed by and between the parties herein named, with certain terms, covenants, conditions and provisions set forth therein.

Lessor: Tri-City Real Estate Management Company LLC
Lessee: Tri-City Healthcare District, a California Local Healthcare District
Disclosed by: Memorandum of Lease
Recorded: December 29, 2011 as [Instrument No. 2011-0706101 of Official Records](#)

The present ownership of the Leasehold created by said Lease and other matters affecting the interest of the Lessee are not shown herein.

By the provisions of an Agreement

Dated: December 29, 2011
Executed by: Tri-City Healthcare District and Bank of the West
Recorded: December 29, 2011 as [Instrument No. 2011-0706102 of Official Records](#)

Said instrument was made subordinate to the lien of the document or interest

EXCEPTIONS (Continued)

MATTERS AFFECTING PARCEL B:

9. Covenants, conditions and restrictions (but omitting any covenant or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law) as set forth in the document

Recorded: March 6, 1959 in [Book 7534, Page 233](#); July 31, 1989 as [document no. 1989-0405056](#) and December 10, 1990 as [document no. 1990-0656153](#), all of official records

Note: Section 12956.1 of the government code provides the following: "If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

Note: If you should request a copy of the document referred to above, California Law requires that a county recorder, title insurance company, escrow company, real estate broker, real estate agent, or association that provides a copy of a declaration, governing document, or deed to any person shall place a cover page over, or stamp on the first page of the previously recorded document or documents a statement, in at least 14-point boldface type, relating to unlawful restrictions.

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

Granted to: San Diego Gas and Electric Company
Purpose: public utilities and ingress, egress
Recorded: January 17, 1962 as [document no. 1962-09485 of official records](#)
Affects: The route thereof affects a portion of said land and is more fully described in said document.

11. The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by the document,

Recorded: April 28, 1964 as [Instrument No. 1964-076266 of official records](#)
Affects: The Southerly boundary adjoining Highway 78

12. A waiver of any claims for any and all damages to the Land described herein, by reason of the location, construction, landscaping, or maintenance of the Highway Adjoining said Land, as conveyed to the State of California, by Deed recorded April 28, 1964 as [document no. 1964-076266 of official records](#).

13. Any right to the United States to recover against the owner or against the transferee of said Land or any portion thereof by reason of advances of federal funds made under 42 U.S.C.A. Section 295, et seq.; Section 295 H, et seq., Section 296, et seq.; or Section 2661, et seq.

14. The effect of a "Joint Exercise of Powers Agreement" creating the Tri-City Hospital Authority dated September 14, 1976 and re-recorded April 26, 1977 as [document no. 1977-0153412 of official records](#) of San Diego County.

EXCEPTIONS (Continued)

15. A lease with certain terms, covenants, conditions and provisions set forth therein.
- Dated: February 25, 1977
Lessor: Tri-City Hospital District
Lessee: Tri-City Hospital Authority
Recorded: April 26, 1977 as [document no. 1977-0153413 of official records](#)
16. An Indenture dated January 18, 1977 executed by Tri-City Authority to secure an indebtedness evidence by bonds issued and to be issued thereunder in the aggregate principal amount of \$8,500,000.00 and any other amounts payable thereunder as disclosed by a resolution of the Tri-City Hospital Authority recorded April 26, 1977 as [document no. 1977-0153415 of official records](#).
17. An Agreement not to sell, Lease or rent premises as required by Section 437.13(D) Health and Safety Code.
18. A mortgage in the form of an "Installment Sale Agreement (Security Agreement) relating to Hospital Facilities," dated as march 1, 1982 and recorded March 23, 1982 as document no. 1982-077291, in which Tri-City Hospital District, referred to in said Agreement as "Purchaser" is the mortgagor and Imperial Municipal Services Corporation, referred to in said Agreement as "Seller" is the mortgagee, and an amendment to said "Installment Sale Agreement (Security Agreement) relating to Hospital Facilities" dated as of March 1, 1982 recorded June 30, 1983 as [document no. 1983-0223098 of official records](#).
- By "Assignment Agreement Relating to Hospital Facilities," dated as of March 1, 1982 and recorded March 23, 1982 as [document no. 1982-077292](#) said Imperial Municipal Services Corporation assigned each and all of its rights under said "Installment Sale Agreement" to First Interstate Bank of California as trustee under "Trust Agreement relating to Hospital Facilities" dated as March 1, 1982, among Imperial Municipal Services Corporation, Tri-City Hospital District, and said trustee.
19. A Mortgage in the form of an "Installment Sale Agreement (Security Agreement) relating to Hospital Facilities," dated as of June 1, 1983 and recorded June 30, 1983 as [document no. 1983-0223097](#), in which Tri-City Hospital District, referred to in said Agreement as "Purchaser" is the Mortgagor, and Imperial Municipal Services Group, Inc., referred to in said Agreement as "Seller" is the Mortgagee.
- By "Assignment Agreement Relating to Hospital Facilities," dated as of June 1, 1983 and re-recorded June 30, 1983-0223099 said Imperial Municipal Services Corporation assigned each and all of its rights under said "Installment Sale Agreement" to First Interstate Bank of California as trustee under "Trust Agreement relating to Hospital Facilities" dated as March 1, 1982, among Imperial Municipal Services Corporation, Tri-City Hospital District, and said trustee.
20. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: San Diego Gas and Electric Company
Purpose: public utilities, ingress, egress
Recorded: May 2, 1984 as [document no. 1984-0161886 of official records](#)
Affects: The exact location and extent of said easement is not disclosed of record.

EXCEPTIONS (Continued)

21. An irrevocable offer to dedicate an easement over a portion of said Land for
- In favor of: City of Oceanside, a municipal corporation
Purpose(s): right of way for and the right to construct, reconstruct, repair, replace, operate, maintain, and use Vista Way
Recorded: September 18, 1989 as [document no. 1989-0502431 of official records](#)
Affects: a portion of Parcel 3 of [Parcel Map No. 5632](#)
22. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Tri-City Medical Group, a California general partnership
Purpose: Open space
Recorded: November 7, 1989 as [document no. 1989-0606796](#) of the official records
Affects: The route thereof affects a portion of said land and is more fully described in said document.
23. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: San Diego Gas and Electric Company
Purpose: public utilities
Recorded: November 17, 1989 as [File no. 89-626283 of Official Records](#)
Affects: The exact location and extent of said easement is not disclosed of record
24. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: City of Oceanside
Purpose: right of way for and the right to construct, reconstruct, repair, replace, operate, maintain, and use 10" water meter
Recorded: December 27, 1989 as [document no. 1989-0699953 of official records](#)
Affects: The route thereof affects a portion of said land and is more fully described in said document.
25. Record of Survey [Map No. 12610](#), which discloses variances from the record legal description of said land.
- Reference is hereby made to said document for full particulars.
26. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: San Diego Gas and Electric Company
Purpose: public utilities, ingress, egress
Recorded: June 29, 1990 as [document no. 1990-0355141 of official records](#)
Affects: The route thereof affects a portion of said land and is more fully described in said document.
27. A document entitled "Real Property Waiver", executed by Tri-City Hospital District, subject to all the terms, provisions and conditions therein contained, recorded August 15, 1990 as [document no. 1990-0447478 of official records](#).

EXCEPTIONS (Continued)

28. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Tri-City Medical Group, a California general partnership
Purpose: Pedestrian Bridge
Recorded: November 29, 1990 as document no. 1990-0636494 of official records
Affects: The route thereof affects a portion of said land and is more fully described in said document.
First Amendment to Easement for Pedestrian Bridge and Agreement for Use
- Recording Date: May 17, 2017
[Recording No.: 2017-0123635 of Official Records](#)
29. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: San Diego Gas and Electric Company
Purpose: public utilities, ingress, egress
Recorded: May 6, 1992 as [document no. 1992-0272658 of official records](#)
Affects: The route thereof affects a portion of said land and is more fully described in said document.
30. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Times Mirror Cable Television of San Diego County, Inc.
Purpose: Cable Television Facilities
Recorded: May 9, 1994 as [document no. 1994-0305815 of official records](#)
Affects: The exact location and extent of said easement is not disclosed of record.
31. A Resolution of the City Council of the City of Oceanside, California, establishing the Vista Way/Thunder Drive Underground Utility District was recorded December 30, 1999 as [document no. 1999-0845954 of official records](#).
32. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: San Diego Gas and Electric Company
Purpose: Poles, wires, cables appurtenances, underground facilities, communication facilities
Recorded: July 21, 2000 as [document no. 2000-0385366 of official records](#)
Affects: The exact location and extent of said easement is not disclosed of record.
33. A document entitled "Stormwater Facilities Maintenance Agreement with Easement and Covenants (ADP-3-03, Grading Permit No. 2333", executed by Tri-City Medical and the City of Oceanside, subject to all the terms, provisions and conditions therein contained, recorded October 18, 2004 as [document no. 2004-0984761 of official records](#).
- First Amendment to Stormwater Facilities Maintenance Agreement with Easement and Covenants
- Recording Date: March 08, 2017
Recording No.: as [Instrument No. 2017-0107997 of Official Records](#)

EXCEPTIONS (Continued)

34. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Memorandum of Lease
Lessor: Tri-City District, A California Local Hospital District, Organized and Existing Under Local Under the Local Hospital District Law of the Estate of California
Lessee: New Cingular Wireless PCS, LLC, a Delaware limited liability company
Recorded: May 03, 2006 as File No. [2006-0311268 of Official Records](#)

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

Subordination, Nondisturbance and Attornment Agreement, and the terms and conditions thereof:

Lender: Lancaster Pollard Mortgage Company, LLC, a Delaware limited liability company
Tenant: New Cingular Wireless PCS, LLC, a Delaware limited liability company
Landlord: Tri-City Healthcare District, a California Healthcare District
Recording Date: March 16, 2017
Recording No: as [Instrument No. 2017-0120574 of Official Records](#)

35. A document entitled "Reciprocal Easement Agreement", dated, May 12, 2006, executed by 4000 Vista Way, LLC, a California limited liability company and Tri-City Healthcare District, a California Public Agency, subject to all the terms, provisions and conditions therein contained, recorded June 01, 2006 as File No. [2006-0388959 of Official Records](#).

First Amendment to Reciprocal Easement Agreement

Recording Date: March 08, 2017
Recording No.: as [Instrument No. 2017-0107998 of Official Records](#)

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

Amount: \$85,825,000.00
Dated: March 1, 2017
Trustor/Grantor: Tri-City Healthcare District, a California health care district
Trustee: First American Title Insurance Company, a Nebraska corporation
Beneficiary: Lancaster Pollard Mortgage Company, LLC
Loan No.: Not shown
Recording Date: March 08, 2017
Recording No: as [Instrument No. 2017-0107994 of Official Records](#)

Affects: The herein described Land and other land.

37. Matters contained in that certain document

Entitled: Hospital Regulatory Agreement-Borrower
Recording Date: March 08, 2017
Recording No: as [Instrument No. 2017-0107995 of Official Records](#)

Reference is hereby made to said document for full particulars.

**EXCEPTIONS
(Continued)**

38. Matters contained in that certain document

Entitled: Stormwater Facilities Maintenance Agreement with Access Rights and Covenants
Recording Date: February 13, 2018
Recording No: as [Instrument No. 2018-0056974 of Official Records](#)

Reference is hereby made to said document for full particulars.

39. Matters contained in that certain document

Entitled: Declaration of Covenants, Conditions & Restriction on Real Property Known as Tri-City Healthcare District – Parking Lot
Recording Date: February 14, 2018
Recording No: as [Instrument No. 2018-0059823 of Official Records](#)

Reference is hereby made to said document for full particulars.

40. Water rights, claims or title to water, whether or not disclosed by the public records.

41. 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.

42. 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.

PLEASE REFER TO THE “INFORMATIONAL NOTES” AND “REQUIREMENTS” SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

END OF EXCEPTIONS

REQUIREMENTS SECTION

NONE

END OF REQUIREMENTS

INFORMATIONAL NOTES SECTION

1. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
2. 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.
3. 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.

END OF INFORMATIONAL NOTES

Ken Cyr & Mark Franklin/ng

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 phone 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>



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 Company

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

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective April 9, 2020

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); 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 three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.

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 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 nonaffiliated third party service providers 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 may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

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

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

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

For Oregon Residents: We will not share your Personal Information 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 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.

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; Use of Comments or Feedback

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. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

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

ATTACHMENT ONE (Revised 05-06-16)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

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

EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;

- c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

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

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

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

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
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

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

EXCEPTIONS FROM COVERAGE

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

{PART I

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

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

PART II

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

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

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

EXCEPTIONS FROM COVERAGE

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

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in 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 that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records. }
7. {Variable exceptions such as taxes, easements, CC&R's, etc. shown here.}

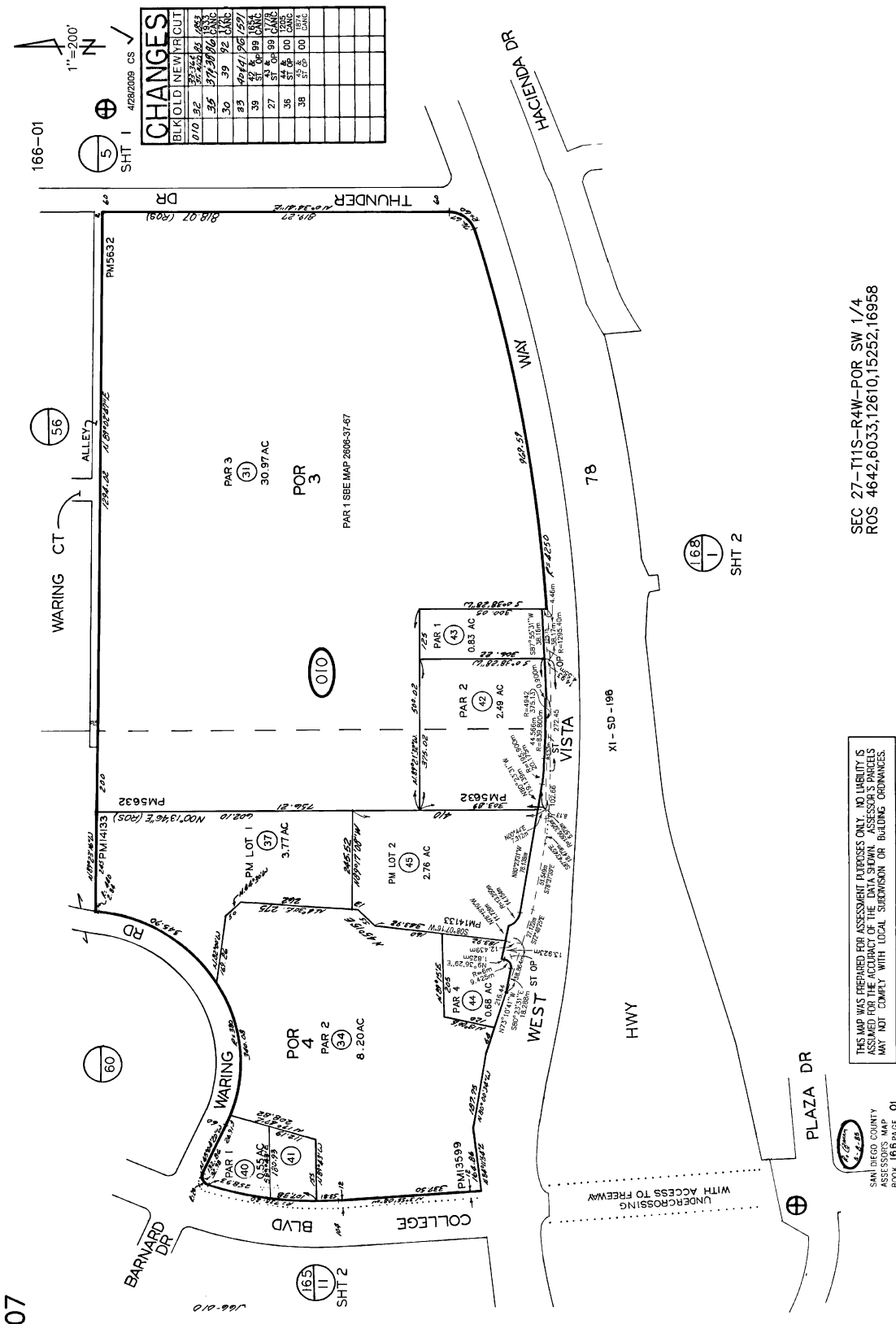
ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY – ASSESSMENTS PRIORITY (04-02-15)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

07



CHANGES	
BLK/OLD NEW	YR/CUT
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THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR ANY ERRORS OR OMISSIONS. THE USER OF THIS MAP MAY NOT EMPLOY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SAN DIEGO COUNTY
 BOOK 166 PAGE 01

SEC 27-T11S-R4W-POR SW 1/4
 ROS 4642,6033,12610,15252,16958

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