

## Title Report

2275 Rio Bonito Way, Suite 160  
San Diego, CA 92108

Title Officer: Candy Church  
Email: churchteam@ticortitle.com  
Phone No.: (619)260-0015  
Fax No.: (619)839-3623  
File No.: TT2012902-CC

Property Address: 5088 W San Jacinto Cir, Fallbrook, CA 92028-9206

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# PRELIMINARY REPORT



2275 Rio Bonito Way, Suite 160  
San Diego, CA 92108

Prelim Number:

**TT2012902**

Issuing Policies of **Chicago Title Insurance Company**

Order No.: TT2012902-CC

Escrow/Customer Phone:

Coldwell Banker Village Properties  
5256 South Mission Road, Suite 310  
Bonsall, CA 92003  
Attn: Chris Hasvold  
Email: chris@cbvillage.com

Title Officer.: Candy Church  
Phone No.: (619)260-0015  
Fax No.: (619)839-3623  
Email: churchteam@ticortitle.com

**Ref No.:**

Property: 5088 W San Jacinto Cir, Fallbrook, CA 92028-9206

In response to the application for a policy of title insurance referenced herein, **Ticor Title Company of California** 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 a defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Exclusions from Coverage, and Conditions of said policy forms.

With respect to any contemplated owner's policy, 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/ALTA Homeowner's Policy 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.

**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.**

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.

Countersigned By:

Authorized Officer or Agent  
Carol Burton

**Effective date: September 27, 2024 at 07:30 AM**

The form of Policy or Policies of Title Insurance contemplated by this Report is:

ALTA Homeowner's Policy of Title Insurance 2021

ALTA Loan Policy 2021

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

A Fee as to Parcel(s) 1 Easement(s) more fully described below as to Parcel(s) 2, 3, 4, 5, 6, 7 and 8

2. Title to said estate or interest at the date hereof is [vested in:](#)

James A. Goelz and Elaine M. Goelz, husband and wife as joint tenants

3. The Land referred to in this Report is described as follows:

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

**EXHIBIT A**  
Legal Description

For APN/Parcel ID(s): 121-330-05-00

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

PARCEL 1:

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 10 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 0°15' EAST ALONG THE EASTERLY LINE THEREOF 452.41 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 79°41'06" WEST 252.17 FEET; THENCE NORTH 51°19'59" WEST 52.43 FEET; THENCE NORTH 3°17'13" WEST 87.84 FEET; THENCE SOUTH 76°58'25" WEST 36.88 FEET TO THE EASTERLY BOUNDARY OF LAND DESCRIBED UNDER PARCEL 1 IN QUITCLAIM DEED TO WALTER J. DOYLE, ET UX, RECORDED JULY 29, 1968 AS [INSTRUMENT NO. 127518](#) OF OFFICIAL RECORDS; THENCE SOUTH 53°09'06" WEST 52.96 FEET; THENCE SOUTH 8°18'58" WEST 94.87 FEET; THENCE SOUTH 35°57'31" WEST 180.51 FEET TO THE MOST NORTHERLY CORNER OF LAND DESCRIBED UNDER PARCEL 1 OF DEED TO EVELYN L. DOYLE RECORDED JULY 29, 1968 AS [INSTRUMENT NO. 127519](#) OF OFFICIAL RECORDS; THENCE ALONG THE BOUNDARY THEREOF SOUTH 35°37'31" WEST 76.46 FEET TO THE BEGINNING OF A NON-TANGENT 200.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, A RADIAL LINE OF SAID CURVE BEARS NORTH 0°44'02" EAST TO SAID POINT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°10'32" A DISTANCE OF 73.92 FEET; THENCE TANGENT TO SAID CURVE SOUTH 68°05'26" EAST 26.38 FEET TO THE BEGINNING OF A TANGENT 160.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 54°40'37" A DISTANCE OF 152.69 FEET; THENCE TANGENT TO SAID CURVE NORTH 57°13'57" EAST 147.46 FEET TO THE BEGINNING OF A TANGENT 100.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°59'45" A DISTANCE OF 48.86 FEET; THENCE TANGENT TO SAID CURVE NORTH 85°13'42" EAST 125.49 FEET TO THE EASTERLY LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 0°15' WEST ALONG SAID EASTERLY LINE 171.20 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

AN EASEMENT AND RIGHT OF WAY, TOGETHER WITH THE RIGHT TO CONVEY SAME TO OTHERS FOR ROAD, SEWER, WATER, GAS, POWER AND TELEPHONE LINES, TELEVISION CABLE AND APPURTENANCES THERETO, OVER, UNDER, ALONG AND ACROSS THE NORTHERLY 10.00 FEET OF THE WESTERLY 74.56 FEET ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 10 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 0°15' EAST ALONG THE EASTERLY LINE THEREOF 452.41 FEET; THENCE SOUTH 79°41'06" WEST 252.17 FEET; THENCE NORTH 51°19'59" WEST 52.43 FEET; THENCE NORTH 3°17'13" WEST, 87.84 FEET; THENCE SOUTH 76°58'25" WEST 36.88 FEET TO THE EASTERLY BOUNDARY OF LAND DESCRIBED UNDER PARCEL 1 IN QUITCLAIM DEED TO WALTER J. DOYLE, ET UX, RECORDED JULY 29, 1968 AS [INSTRUMENT NO. 127518](#) OF OFFICIAL RECORDS; THENCE SOUTH 53°09'06" WEST 52.96 FEET; THENCE SOUTH 8°18'58" WEST 94.87 FEET; THENCE SOUTH 35°57'31" WEST 180.51 FEET TO THE MOST NORTHERLY CORNER OF LAND DESCRIBED UNDER PARCEL 1 OF DEED TO EVELYN L. DOYLE, RECORDED JULY 29, 1968 AS [INSTRUMENT NO. 127519](#) OF OFFICIAL RECORDS; THENCE ALONG THE BOUNDARY THEREOF SOUTH 35°57'31" WEST 76.46 FEET TO THE BEGINNING OF A NON-TANGENT 200.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, A RADIAL LINE OF SAID CURVE BEARS NORTH 0°44'02" EAST TO SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°10'32" A DISTANCE OF 73.92 FEET; THENCE TANGENT TO SAID CURVE SOUTH 68°05'26" EAST 26.38 FEET TO THE BEGINNING OF A TANGENT 160.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID

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Legal Description

CURVE, THROUGH A CENTRAL ANGLE OF 54°40'37" A DISTANCE OF 152.69 FEET; THENCE TANGENT TO SAID CURVE, NORTH 57°13'57" EAST 147.46 FEET TO THE BEGINNING OF A TANGENT 100.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°59'45", A DISTANCE OF 48.86 FEET; THENCE TANGENT TO SAID CURVE NORTH 85°13'42" EAST 125.49 FEET TO THE EASTERLY LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 0°15' EAST ALONG SAID EASTERLY LINE 259.99 FEET TO THE SOUTHEASTERLY CORNER OF LAND DESCRIBED IN DEED TO EVELYN L. DOYLE, RECORDED JULY 24, 1962 AS [INSTRUMENT NO. 125342](#) OF OFFICIAL RECORDS; THENCE NORTH 89°46'05" WEST ALONG THE SOUTHERLY LINE THEREOF 493.00 FEET TO THE SOUTHWEST CORNER OF SAID LAND; THENCE NORTH 0°15' WEST ALONG THE WEST LINE OF SAID DOYLE'S LAND 26.14 FEET TO THE MOST SOUTHERLY CORNER OF LAND DESCRIBED UNDER PARCEL 1 OF DEED TO EVELYN L. DOYLE, RECORDED JULY 29, 1968 AS [INSTRUMENT NO. 127519](#) OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHWESTERLY AND NORTHERLY LINES THEREOF NORTH 36°12' WEST 169.87 FEET AND SOUTH 89°15'58" EAST 54.56 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL 3:**

AN EASEMENT AND RIGHT OF WAY, TOGETHER WITH THE RIGHT TO CONVEY SAME TO OTHERS FOR ROAD, SEWER, WATER, GAS, POWER AND TELEPHONE LINES, TELEVISION CABLE AND APPURTENANCES THERETO, OVER, UNDER, ALONG AND ACROSS THE NORTHERLY 10.00 FEET OF ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 10 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 0°15' EAST ALONG THE EASTERLY LINE THEREOF 452.41 FEET; THENCE SOUTH 79°41'06" WEST 252.17 FEET; THENCE NORTH 51°19'59" WEST 52.43 FEET; THENCE NORTH 3°17'13" WEST, 87.84 FEET; THENCE SOUTH 76°58'25" WEST 36.88 FEET TO THE EASTERLY BOUNDARY OF LAND DESCRIBED UNDER PARCEL 1 IN QUITCLAIM DEED TO WALTER J. DOYLE, ET UX, RECORDED JULY 29, 1968 AS [INSTRUMENT NO. 127518](#) OF OFFICIAL RECORDS; THENCE SOUTH 53°09'06" WEST 52.96 FEET; THENCE SOUTH 8°18'58" WEST 94.87 FEET; THENCE SOUTH 35°57'31" WEST 180.51 FEET TO THE MOST NORTHERLY CORNER OF LAND DESCRIBED UNDER PARCEL 1 OF DEED TO EVELYN L. DOYLE, RECORDED JULY 29, 1968 AS [INSTRUMENT NO. 127519](#) OF OFFICIAL RECORDS; THENCE ALONG THE BOUNDARY THEREOF SOUTH 35°57'31" WEST 76.46 FEET TO THE BEGINNING OF A NON-TANGENT 200.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, A RADIAL LINE OF SAID CURVE BEARS NORTH 0°44'02" EAST TO SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°10'32" A DISTANCE OF 73.92 FEET; THENCE TANGENT TO SAID CURVE SOUTH 68°05'26" EAST 26.38 FEET TO THE BEGINNING OF A TANGENT 160.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 54°40'37" A DISTANCE OF 152.69 FEET; THENCE TANGENT TO SAID CURVE, NORTH 57°13'57" EAST 147.46 FEET TO THE BEGINNING OF A TANGENT 100.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°59'45", A DISTANCE OF 48.86 FEET; THENCE TANGENT TO SAID CURVE NORTH 85°13'42" EAST 125.49 FEET TO THE EASTERLY LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 0°15' EAST ALONG SAID EASTERLY LINE 259.99 FEET TO THE SOUTHEASTERLY CORNER OF LAND DESCRIBED IN DEED TO EVELYN L. DOYLE, RECORDED JULY 24, 1962 AS [INSTRUMENT NO. 125342](#) OF OFFICIAL RECORDS; THENCE NORTH 89°46'05" WEST ALONG THE SOUTHERLY LINE THEREOF 493.00 FEET TO THE SOUTHWEST CORNER OF SAID LAND; THENCE NORTH 0°15' WEST ALONG THE WEST LINE OF SAID DOYLE'S LAND 26.14 FEET TO THE MOST SOUTHERLY CORNER OF LAND DESCRIBED UNDER PARCEL 1 OF DEED TO EVELYN L. DOYLE, RECORDED JULY 29, 1968 AS [INSTRUMENT NO. 127519](#) OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHWESTERLY AND NORTHERLY LINES THEREOF NORTH 36°12' WEST 169.87 FEET AND SOUTH 89°15'58" EAST 54.56 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL 2 ABOVE DESCRIBED.

**PARCEL 4:**

AN EASEMENT AND RIGHT OF WAY, TOGETHER WITH THE RIGHT TO CONVEY SAME TO OTHERS, FOR ROAD, SEWER, WATER, GAS, POWER AND TELEPHONE LINES, TELEVISION CABLE AND APPURTENANCES THERETO,

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OVER, UNDER, ALONG AND ACROSS THE SOUTHWESTERLY 30.00 FEET OF THE HEREINAFTER DESCRIBED PARCEL OF LAND, ALSO OVER THAT PORTION OF SAID PARCEL LYING WITHIN A STRIP OF LAND 26.00 FEET IN WIDTH, THE SOUTHERLY LINE OF SAID STRIP BEING DESCRIBED AS BEGINNING AT POINT "C" OF SAID PARCEL OF LAND; THENCE SOUTH 89°15'58" EAST 54.56 FEET TO THE BEGINNING OF A TANGENT 200.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 73.92 FEET. THE SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 10 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID NORTHWEST QUARTER OF NORTHWEST QUARTER DISTANT SOUTH 89°46'05" EAST 831.22 FEET FROM THE NORTHWEST CORNER THEREOF, SAID POINT BEING THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO EVELYN L. DOYLE, RECORDED JULY 24, 1962 AS [DOCUMENT NO. 125342](#) OF OFFICIAL RECORDS; THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF NORTHWEST QUARTER SOUTH 89°46'05" EAST 28.57 FEET TO POINT "A" OF THIS DESCRIPTION; THENCE SOUTH 21°00'47" EAST 354.47 FEET; THENCE SOUTH 9°20'57" EAST 57.17 FEET TO POINT "B" OF THIS DESCRIPTION; THENCE SOUTH 53°09'06" WEST 52.96 FEET; THENCE SOUTH 8°18'58" WEST 94.87 FEET; THENCE SOUTH 35°57'31" WEST 180.51 FEET TO THE MOST NORTHERLY CORNER OF LAND DESCRIBED UNDER PARCEL 1 OF DEED TO EVELYN L. DOYLE, RECORDED JULY 29, 1968 AS [INSTRUMENT NO. 127519](#) OF OFFICIAL RECORDS; THENCE ALONG THE BOUNDARY THEREOF, SOUTH 35°37'31" WEST 76.46 FEET AND NORTH 89°15'58" WEST 54.56 FEET TO THE SOUTHWESTERLY LINE OF TRACT OF LAND DESCRIBED IN PARCEL 1 OF DEED TO WALTER J. DOYLE, ET UX, RECORDED NOVEMBER 8, 1963 AS [DOCUMENT NO. 200806](#) OF OFFICIAL RECORDS BEING HEREINAFTER REFERRED AS POINT "C"; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 36°12' WEST 244.87 FEET AND NORTH 39°37' WEST 207.87 FEET TO THE MOST WESTERLY CORNER OF SAID DOYLE'S LAND; THENCE ALONG THE NORTHWESTERLY LINE THEREOF NORTH 47°58'50" EAST 505.67 - RECORD 505.27 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24; THENCE SOUTH 89°46'05" EAST ALONG SAID NORTHERLY LINE 15.81 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

AN EASEMENT AND RIGHT OF WAY TOGETHER WITH THE RIGHT TO CONVEY SAME TO OTHERS, FOR ROAD, SEWER, WATER, GAS, POWER AND TELEPHONE LINES, TELEVISION CABLE AND APPURTENANCES THERETO, OVER, UNDER, ALONG AND ACROSS THE NORTHWESTERLY AND NORTHEASTERLY 5.00 FEET AND THE EASTERLY 10.00 FEET AND THE WESTERLY 20.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 10 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 0°15' EAST ALONG THE EASTERLY LINE THEREOF 285.58 FEET; THENCE NORTH 59°06'10" WEST 395.36 FEET TO THE TRUE POINT OF BEGINNING; THENCE RETRACING ALONG LAST DESCRIBED LINE TO THE EASTERLY LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 0°15' EAST ALONG SAID EASTERLY LINE 166.83 FEET; THENCE SOUTH 79°41'06" WEST 252.17 FEET; THENCE NORTH 51°19'59" WEST 52.43 FEET; THENCE NORTH 3°17'13" WEST 87.84 FEET; THENCE SOUTH 76°58'25" WEST 36.88 FEET TO AN ANGLE POINT IN THE EASTERLY BOUNDARY OF LAND DESCRIBED UNDER PARCEL 1 IN QUITCLAIM DEED TO WALTER J. DOYLE, ET UX, RECORDED JULY 29, 1968 AS [INSTRUMENT NO. 127518](#) OF OFFICIAL RECORDS; THENCE ALONG SAID EASTERLY BOUNDARY NORTH 9°20'57" WEST 57.17 FEET AND NORTH 21°00'47" WEST 218.36 FEET TO A LINE WHICH BEARS SOUTH 61°13'34" WEST FROM THE TRUE POINT OF BEGINNING, THENCE NORTH 61°13'34" EAST 88.34 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 6:

AN EASEMENT AND RIGHT OF WAY, TOGETHER WITH THE RIGHT TO CONVEY SAME TO OTHERS, FOR ROAD, SEWER, WATER, GAS, POWER AND TELEPHONE LINES, TELEVISION CABLE AND APPURTENANCES THERETO

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Legal Description

OVER, UNDER, ALONG AND ACROSS THE WESTERLY 20.00 FEET AND THE SOUTHEASTERLY AND SOUTHWESTERLY 5.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 10 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 0°15' EAST ALONG THE EASTERLY LINE THEREOF, 285.58 FEET; THENCE NORTH 59°06'10" WEST 395.36 FEET; THENCE SOUTH 61°13'34" WEST 88.54 FEET TO THE EASTERLY BOUNDARY OF LAND DESCRIBED UNDER PARCEL 1 IN QUITCLAIM TO WALTER J. DOYLE, ET UX, RECORDED JULY 29, 1968 AS [INSTRUMENT NO. 127518](#) OF OFFICIAL RECORDS; THENCE NORTH 21°00'47" WEST ALONG SAID LINE 136.11 FEET TO THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 89°46'05" EAST ALONG SAID NORTHERLY LINE 464.43 FEET TO THE POINT OF BEGINNING.

PARCEL 7:

A RIGHT OF WAY FOR ROAD AND PUBLIC UTILITY PURPOSES OVER, UNDER, UPON AND ACROSS A STRIP OF LAND 20 FEET OF EVEN WIDTH, LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 10 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY, APPROVED APRIL 5, 1881, SAID STRIP LYING 20 FEET NORTHEASTERLY OF AND ADJOINING THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, WHICH IS DISTANT THEREON 831.22 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO A POINT ON THE CENTER LINE OF THE SAN DIEGO COUNTY WATER AUTHORITY'S 40.00 FOOT RIGHT OF WAY, WHICH IS DISTANT THEREON 460.00 FEET NORTHEASTERLY FROM ITS INTERSECTION WITH THE SOUTHERLY LINE OF SAID SECTION 13.

PARCEL 8:

A RIGHT OF WAY FOR ROAD AND PUBLIC UTILITY PURPOSES, OVER, UNDER, UPON AND ACROSS A STRIP OF LAND 20 FEET OF EVEN WIDTH, LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 10 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY, APPROVED APRIL 5, 1881, SAID STRIP LYING 20 FEET NORTHWESTERLY OF AND ADJOINING THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE CENTER LINE OF THE SAN DIEGO COUNTY WATER AUTHORITY'S 40.00 FOOT RIGHT OF WAY WHICH IS DISTANT THEREON 460 FEET NORTHEASTERLY FROM ITS INTERSECTION WITH THE SOUTHERLY LINE OF SAID SECTION 13; THENCE NORTHERLY ALONG SAID CENTER LINE, 290 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF AN EXISTING 60 FOOT ROAD COMMONLY KNOWN AS MORRO HILL ROAD.

THE ABOVE MENTIONED 40.00 FOOT RIGHT OF WAY BEING DESCRIBED IN DEED TO SAN DIEGO COUNTY WATER AUTHORITY, DATED FEBRUARY 11, 1948, AND RECORDED IN [BOOK 2669, PAGE 321](#) OF OFFICIAL RECORDS.



**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:

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

Tax Identification No.: [121-330-05-00](#)  
Fiscal Year: 2024-2025  
1st Installment: \$4,290.65, Open (Delinquent after December 10)  
Penalty: \$429.06  
2nd Installment: \$4,290.65, Open (Delinquent after April 10)  
Penalty and Cost: \$439.06  
Homeowners Exempt: None Shown  
Code Area: 57012

2. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
3. 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.

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

5. Easement(s) or right(s) of way for the purpose(s) shown below and rights incidental thereto, as granted and/or reserved in various deeds of record:

Purpose: Ingress and egress, pipelines, drainage and/or public utilities and incidental purposes thereto over, under, along and across the easement parcel(s) herein described  
Affects: Parcels 2, 3, 4, 5, 6, 7 and 8

6. 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  
Recording Date: July 10, 1957  
Recording No.: [Book 6656, Page 235](#), of Official Records  
Affects: said land more particularly described therein

7. The following recital contained in Deed dated April 29, 1961 executed by Bolton, Lauren D. and Ethel M. and Martin, Robert D. and Sophia, to Morro Hills Community Services District recorded in the Office of the County Recorder of San Diego County, May 10, 1961 as [Instrument No. 80745](#) and [Instrument No. 80785](#), both of Official Records. We further grant to said Morro Hills Community Services District the right to drain any and all waters that may be collected by the constructing, improvement or maintenance of any street or streets by the district. Over and across any portion owned by the undersigned; and we the said Grantors do hereby waive any and all claims for compensation for any and all damage on account of the location, establishment, or maintenance of any and all streets, highways, culverts, drains, curbs, gutters or works incidental thereto at any time, owned or maintained by the district. It is understood that the Grantee has the right to remove any and all soil or material from the property described herein in grading, surfacing and imposing any streets owned by the district and to use such materials in the construction and maintenance of any streets owned or maintained by the district.

Reference is made to said document for full particulars



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

Recording Date: November 8, 1963  
Recording No.: 200806, of Official Records

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

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

Granted to: Rainbow Municipal Water District  
Purpose: To erect, construct, reconstruct, replace, repair, maintain and use a pipeline or pipelines for any and all purposes, together with their necessary fixtures and appurtenances  
Recording Date: February 27, 1969  
Recording No.: 35448, of Official Records  
Affects: said land more particularly described therein

Reference is made to said document for full particulars

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

Purpose: Road, sewer, water, gas, power and telephone lines, television cable and appurtenances thereto  
Recording Date: January 18, 1982  
Recording No.: 82-013072, of Official Records  
Affects: said land more particularly described therein

Reference is made to said document for full particulars

Said easement has been granted and/or reserved in various instruments of record.

11. 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, a Corporation  
Purpose: Public utilities  
Recording Date: May 2, 1984  
Recording No.: 84-161855, of Official Records  
Affects: said land more particularly described therein

Reference is made to said document for full particulars

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

#### END OF EXCEPTIONS

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

**REQUIREMENTS**

1. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),

Party(s): All Parties

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

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

2. The Company will require an affidavit signed by the seller/mortgagor certifying that there are no matters that could give rise to any defects, liens, encumbrances, adverse claims or other matters that would attach to the Land between the effective date of the report and the recording of the instruments creating the estate to be insured.

**END OF REQUIREMENTS**

**INFORMATIONAL NOTES**

1. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
2. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Single Family Residence, known as 5088 West San Jacinto Circle, Fallbrook, California, to an Extended Coverage Loan Policy.
3. Note: None of the items shown in this report will cause the Company to decline to attach ALTA Endorsement Form 9 to an ALTA Loan Policy, when issued.
4. NOTE: Please contact your Title Officer to obtain the current recording fees.
5. 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.
6. 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.
7. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.
8. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.

**END OF INFORMATIONAL NOTES**

## **FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE**

Effective July 1, 2024

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

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

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information);
- biometric data (e.g. fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics, and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

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

### **Collection of Browsing Information**

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

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

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

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

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

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

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

### **Use of Personal Information**

FNF uses Personal Information for these main purposes:

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

### **When Information Is Disclosed**

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

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

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

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

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

### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

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

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

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

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginquiries@ag.state.nv.us](mailto:aginquiries@ag.state.nv.us).

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710

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

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

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

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

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

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

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

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

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

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

### **FNF Website Services for Mortgage Loans**

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

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

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

### **Accessing and Correcting Information; Contact Us**

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

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



## **FIDELITY NATIONAL FINANCIAL CALIFORNIA PRIVACY NOTICE**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This California Privacy Notice explains how we collect, use, and disclose Personal Information, when and to whom we disclose such information, and the rights you, as a California resident ("Consumer"), have regarding your Personal Information ("California Privacy Rights"). "Personal Information" means information that identifies, relates to, describes, and is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. If FNF has collected, used, or disclosed your Personal Information in relation to a job application or employment, independent contractor, officer, owner, or director relationship with FNF, FNF's practices are discussed in our Notice at Collection for Prospective Employees, available at [Prospective California Employees](#).

Some subsidiaries maintain separate California Privacy Notices or privacy statements. If a subsidiary has a separate California Privacy Notice, it will be available on the subsidiary's website, and this California Privacy Notice does not apply.

### **Collection of categories of Personal Information:**

In the preceding twelve (12) months FNF has collected, and will continue to collect, the following categories of Personal Information from you:

- Identifiers such as name, address, telephone number, IP address, email address, account name, social security number, driver's license number, state identification card, passport number, financial information, date of birth, or other similar identifiers;
- Characteristics of protected classifications under California or Federal law;
- Commercial information, including records of personal property, products or services purchased, or other purchasing or consuming histories;
- Internet or other electronic network activity information including, but not limited to browsing history on FNF websites, and information regarding a Consumer's interaction with an FNF website;
- Geolocation data;
- Unique biometric data used to authenticate a specific individual such as a fingerprint, retina, or iris image;
- Professional or employment information;
- Education Information.

### **This Personal Information is collected from the following sources:**

- Information we receive from you on applications or other forms;
- Information about your transactions with FNF, our affiliates, or others;
- Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities, or from internet service providers, data analytics providers, and social networks;
- Information from the use of our websites and mobile applications;
- Information we receive directly from you related to doing business with us.

### **This Personal Information is collected for the following business purposes:**

- To provide products and services to you or in connection with a transaction involving you;
- To perform a contract between FNF and the Consumer;
- To improve our products and services;
- To comply with legal obligations;
- To detect and protect against fraudulent or illegal activity;

- To communicate with you about FNF or our affiliates;
- To maintain an account with FNF or our affiliates;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To provide, support, personalize, and develop our websites, products, and services;
- To directly market our products to consumers;
- As described to you when collecting your Personal Information or as otherwise set forth in the California Consumer Privacy Act.

#### **Disclosures of Personal Information for a business purpose:**

In the preceding twelve (12) months FNF has disclosed, and will continue to disclose, the categories of Personal Information listed above for a business purpose. We may disclose Personal Information for a business purpose to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your prior consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service Providers and non-affiliated third parties such as data analytics providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

#### **Sale of Personal Information:**

In the preceding twelve (12) months, FNF has not sold or shared Personal Information. FNF does not sell or share Personal Information.

#### **Retention Periods:**

Due to the breadth and variety of data collected by FNF, it is not possible for us to provide you with a comprehensive list of timeframes during which we retain each category of Personal Information. FNF retains categories of information as reasonably necessary to satisfy the purpose for which we collect the information. This time period varies depending on the purpose for which we collected the information, the nature and frequency of our interactions and relationship with you, whether we have a legal basis to continue retaining the information, industry practices, the value and sensitivity of the information, and state and federal recordkeeping requirements.

#### **Personal Information of minors:**

FNF does not knowingly collect the Personal Information of minors. FNF does not sell or share the information of consumers under sixteen (16) years of age.

#### **Sensitive Personal Information:**

FNF does not use or disclose sensitive Personal Information for any purposes other than those specified in the California Consumer Privacy Act.

#### **Right to know:**

Consumers have a right to know about Personal Information collected, used, disclosed, shared, or sold, including the categories of such Personal Information, as well as the purpose for such collection, use, disclosure, sharing, or selling, categories of third parties to whom Personal Information is disclosed, shared or sold, and the specific pieces of Personal Information collected about the consumer. Consumers have the right to request FNF disclose what Personal Information it collected, used, and disclosed in the past twelve (12) months.

**Right to request deletion:**

Consumers have a right to request the deletion of their Personal Information, subject to certain exceptions.

**Right to Correct:**

Consumers have the right to correct inaccurate Personal Information.

**Right to non-discrimination:**

Consumers have a right not to be discriminated against because of exercising their consumer privacy rights. We will not discriminate against Consumers for exercising any of their California Privacy Rights.

**Privacy Requests:**

**To exercise any of your California Privacy Rights, or if acting as an authorized agent on behalf of another individual, please visit [California Privacy Request](#), call us Toll Free at 888-413-1748, or write to the address at the end of this notice.**

Upon making a California Privacy Request, FNF will verify the consumer's identity by requiring an account, loan, escrow number, or other identifying information from the consumer.

The above-rights are subject to any applicable rights and obligations including both Federal and California exemptions rendering FNF, or Personal Information collected by FNF, exempt from certain CCPA requirements.

A Consumer may use an Authorized Agent to submit any CCPA request. Authorized agents' requests will be processed like any other CCPA request, but FNF will also require the Consumer provide the agent written permission to make the request and verify his or her identity with FNF.

**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 describing the categories, sources, and uses of your Personal Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Information. FNF does not share Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) 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.

**California Privacy Notice - Effective Date:**

This California Privacy Notice was last updated on July 1, 2024.

**Contact for more information:**

For questions or concerns about FNF's California Privacy Notice and privacy practices, or to exercise any of your California Privacy Rights, please visit [California Privacy](#), call Toll Free 888-413-1748, or contact us by mail at the below address.

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

## Notice of Available Discounts

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

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

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

### **FNF Underwritten Title Companies**

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

### **Underwritten by FNF Underwriters**

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

### **Available Discounts**

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

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

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

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

#### **MILITARY DISCOUNT RATE**

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

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

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



Inquire before you wire!

## WIRE FRAUD ALERT

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

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

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

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

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

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

# ATTACHMENT ONE

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

### EXCLUSIONS FROM COVERAGE

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

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

### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

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

### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

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

# ATTACHMENT ONE (CONTINUED)

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

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.  
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy.  
Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

## EXCEPTIONS FROM COVERAGE

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

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

### PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

### PART II

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



## ATTACHMENT ONE (CONTINUED)

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

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

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

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

### LIMITATIONS ON COVERED RISKS

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

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

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

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

# ATTACHMENT ONE (CONTINUED)

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

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

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

### LIMITATIONS ON COVERED RISKS

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

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

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

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

# ATTACHMENT ONE (CONTINUED)

## ALTA OWNER'S POLICY (07-01-2021)

### EXCLUSIONS FROM COVERAGE

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
    - i. the occupancy, use, or enjoyment of the Land;
    - ii. the character, dimensions, or location of any improvement on the Land;
    - iii. the subdivision of land; or
    - iv. environmental remediation or protection.
  - b. any governmental forfeiture, police, regulatory, or national security power.
  - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
  3. Any defect, lien, encumbrance, adverse claim, or other matter:
    - a. created, suffered, assumed, or agreed to by the Insured Claimant;
    - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - c. resulting in no loss or damage to the Insured Claimant;
    - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
    - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
  4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
    - a. fraudulent conveyance or fraudulent transfer;
    - b. voidable transfer under the Uniform Voidable Transactions Act; or
    - c. preferential transfer:
      - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      - ii. for any other reason not stated in Covered Risk 9.b.
  5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
  6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
  7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

### EXCEPTIONS FROM COVERAGE

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

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

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

## **ATTACHMENT ONE (CONTINUED)**

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

#### **EXCLUSIONS FROM COVERAGE**

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

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

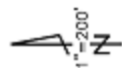
#### **EXCEPTIONS FROM COVERAGE**

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

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.]
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

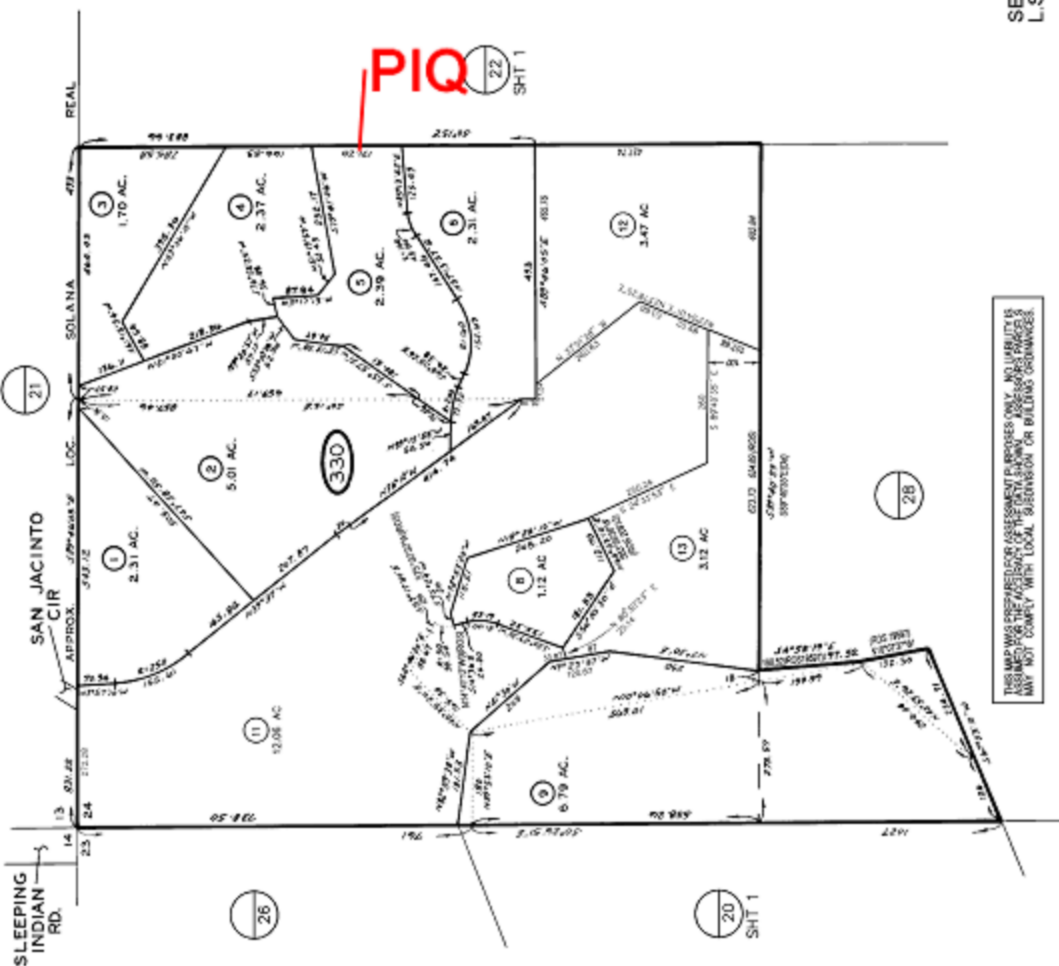
121-33



4/3/18 JMA

✓

CHANGES	
BLK OLD NEW R/CUT	
330	7-9 83 10/13
7-9	8.000 83 10/13
7	10811 98 1073
10	12813 00 1765
	RC



THIS MAP WAS PREPARED FOR THE PURPOSES OF THE HEREIN DESCRIBED PARCELS AND IS NOT TO BE USED FOR ANY OTHER PURPOSES OR BUILDING OR BOUNDARY.

SECO COUNTY  
DEPT. OF PUBLIC WORKS  
121 PAGE 33

SEC 24 - T10S - R4W - POR, W 1/2 OF W 1/2  
L.S. 501 & ROS 3775, 4164, 19068, 19597, 20912

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

**Escrow No.:** TT2012902-CC

**Property:** 5088 W San Jacinto Cir, Fallbrook, CA 92028-9206

The undersigned hereby declares as follows:

1. (Fill in the applicable paragraph and strike the other)
  - A. Declarant ("Owner") is the owner or lessee, as the case may be, of certain premises located at 5088 W San Jacinto Cir, Fallbrook, CA 92028-9206, further described as follows: See Preliminary Report/Commitment No. TT2012902 for full legal description (the "Land").
  - B. Declarant is the \_\_\_\_\_ of \_\_\_\_\_ ("Owner"), which is the owner or lessee, as the case may be, of certain premises located at 5088 W San Jacinto Cir, Fallbrook, CA 92028-9206, further described as follows: See Preliminary Report/Commitment No. TT2012902 for full legal description (the "Land").
2. (Fill in the applicable paragraph and strike the other)
  - A. During the period of six (6) months immediately preceding the date of this declaration no work has been done, no surveys or architectural or engineering plans have been prepared, and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on the Land or in connection with the improvement of the Land in any manner whatsoever.
  - B. During the period of six (6) months immediately preceding the date of this declaration certain work has been done and materials furnished in connection with \_\_\_\_\_ upon the Land in the approximate total sum of \$\_\_\_\_\_, but no work whatsoever remains to be done and no materials remain to be furnished to complete the construction in full compliance with the plans and specifications, nor are there any unpaid bills incurred for labor and materials used in making such improvements or repairs upon the Land, or for the services of architects, surveyors or engineers, except as follows: \_\_\_\_\_. Owner, by the undersigned Declarant, agrees to and does hereby indemnify and hold harmless Chicago Title Insurance Company against any and all claims arising therefrom.
3. Owner has not previously conveyed the Land; is not a debtor in bankruptcy (and if a partnership, the general partner thereof is not a debtor in bankruptcy); and has not received notice of any pending court action affecting the title to the Land.
4. Except as shown in the above referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied mortgages, deeds of trust, Uniform Commercial Code financing statements, regular assessments, special assessments, periodic assessments or any assessment from any source, claims of lien, special assessments, or taxes that constitute a lien against the Land or that affect the Land but have not been recorded in the public records. There are no violations of the covenants, conditions and restrictions as shown in the above referenced Preliminary Report/Commitment.
5. The Land is currently in use as \_\_\_\_\_; \_\_\_\_\_ occupy/occupies the Land; and the following are all of the leases or other occupancy rights affecting the Land:  
\_\_\_\_\_
6. There are no other persons or entities that assert an ownership interest in the Land, nor are there unrecorded easements, claims of easement, or boundary disputes that affect the Land.
7. There are no outstanding options to purchase or rights of first refusal affecting the Land.
8. Between the most recent Effective Date of the above referenced Preliminary Report/Commitment and the date of recording of the Insured Instrument(s), Owner has not taken or allowed, and will not take or allow, any action or inaction to encumber or otherwise affect title to the Land.

## OWNER'S DECLARATION

(continued)

9. That the undersigned has not received any written notice of violation of any covenants, conditions or restrictions, if any, affecting the Land.

10. That there are no outstanding unpaid sellers or suppliers of PACA/PASA commodities or products incurred by the Lessee, except:

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11. That no notices of claim or notices of intent to preserve claim rights have been received by the Company from PACA/PASA sellers or suppliers of the Lessee, except:

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This declaration is made with the intention that Chicago Title Insurance Company (the "Company") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Owner, by the undersigned Declarant, agrees to indemnify the Company against loss or damage (including attorneys' fees, expenses, and costs) incurred by the Company as a result of any untrue statement made herein. Additionally, Owner, by the undersigned Declarant, agrees to indemnify and hold the Company harmless during the gap period between the last title examination of the Land that was conducted by, for and/or on behalf of the Company, and the time when the deed, assignments and any other documents creating priority of title are recorded in connection with the sale and/or transfer of the Land.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on October 3, 2024 at 08:06 AM.

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James Goelz

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Elaine Goelz



# AFFIDAVIT

**Title No.:** TT2012902-CC

This Affidavit, when fully completed, is to be signed **and notarized**, then returned to Ticor Title Company of California to enable Ticor Title Company of California to insure the presently pending transaction.

The undersigned owner hereby states that there are no unrecorded leases or agreements affecting the property described in the Preliminary Report for Title Order Number TT2012902-CC and that there is no one in possession or entitled to possession of said property other than the vestee shown in said Preliminary Report, **except**:

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The undersigned owner states that to his/her knowledge, there are no liens or rights to liens upon said property for labor, services and materials for work contracted for, and completed by, an owner, lessee, sub-lessee or tenant within the last year or which is now in progress, **except**:

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This statement is made in connection with the request to Ticor Title Company of California to issue its policy(ies) of title insurance with respect to Title Order Number TT2012902-CC.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Address: \_\_\_\_\_  
\_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**AFFIDAVIT**  
(continued)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_,  
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Signature



## ALTA INFORMATION COLLECTION FORM

Under 31 U.S.C. § 5326(a), the Treasury Department's Financial Crimes Enforcement Network (FinCEN) issued a Geographic Targeting Order to title insurance companies requiring the collection of beneficial ownership information for certain real estate transactions.

Please complete the below questionnaire. This Company will rely on the answers provided to meet its reporting obligations.

### Who is completing this form?

Name	Position/Title	Company/Law Firm	
Postal Address (Headquarters)	City	State	Zip
Phone	Email	Fax	

### Transactional Information

Property Address (If multiple properties see NOTE below):			
City	State	Zip	County
Date of Settlement	Total purchase price (If multiple properties see NOTE below) \$		
Type of Transaction: <input type="checkbox"/> Residential (1-4 family) <input type="checkbox"/> Commercial		Bank Financing: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Purchaser type: <input type="checkbox"/> Natural Person <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Other			

**NOTE:** If more than one property is purchased, list each address and purchase price on an addendum.

### Purchase Funds Information

Total Amount paid by below instruments: \$	
Which type of Monetary Instruments were used (Use check boxes below)	
<input type="checkbox"/> U.S. Currency (Paper money and coin)	
<input type="checkbox"/> Foreign Currency	Country:
<input type="checkbox"/> Cashier's check(s)	<input type="checkbox"/> Money order(s)
<input type="checkbox"/> Certified check(s)	<input type="checkbox"/> Personal or Business check(s)
<input type="checkbox"/> Wire or other funds transfer(s)	<input type="checkbox"/> Virtual Currency



## ALTA INFORMATION COLLECTION FORM

### Individual Primarily Representing Purchaser

*(Defined as the individual authorized by the entity to enter into legally binding contracts.)*

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)				
Type of ID		Issuing State or Country		Gov't ID No.
Last Name		First Name		M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. <i>(if none write N/A)</i>		% of ownership
Address		City		State    Zip

### Purchaser's Name and Address

Name of Purchaser			
Taxpayer ID No. or EIN <i>(if none write N/A)</i>		Doing Business Name (DBA) <i>(if none write N/A)</i>	
Address		City	State    Zip

**Complete the following pages if the real estate purchase is being made by a corporation, LLC, partnership, or other legal entity. (Do not report trusts.)**

**For Corporations, LLCs, Partnerships and Other Entities provide the information for:**

- Each **BENEFICIAL OWNER** defined as an individual who, directly or indirectly, owns Twenty-Five Percent (25%) or more of the equity interests of the Purchaser.
- If a legal entity or a series of legal entities own the equity interests of the Purchaser, provide information for each **BENEFICIAL OWNER**, of each legal entity in the series of legal entities.

**(Note: It is NOT necessary to complete the address fields if the information is on a legible copy of the government issued ID submitted to the title underwriter.)**



## ALTA INFORMATION COLLECTION FORM

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)				
Type of ID		Issuing State or Country		Gov't ID No.
Last Name		First Name		M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. (if none write N/A)		% of ownership
Address		City		State Zip

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)				
Type of ID		Issuing State or Country		Gov't ID No.
Last Name		First Name		M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. (if none write N/A)		% of ownership
Address		City		State Zip

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)				
Type of ID		Issuing State or Country		Gov't ID No.
Last Name		First Name		M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. (if none write N/A)		% of ownership
Address		City		State Zip



## ALTA INFORMATION COLLECTION FORM

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)				
Type of ID		Issuing State or Country		Gov't ID No.
Last Name		First Name		M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. (if none write N/A)		% of ownership
Address		City		State Zip

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)				
Type of ID		Issuing State or Country		Gov't ID No.
Last Name		First Name		M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. (if none write N/A)		% of ownership
Address		City		State Zip

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)				
Type of ID		Issuing State or Country		Gov't ID No.
Last Name		First Name		M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. (if none write N/A)		% of ownership
Address		City		State Zip



## ALTA INFORMATION COLLECTION FORM

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Type of ID		Issuing State or Country		Gov't ID No.
Last Name		First Name		M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. (if none write N/A)		% of ownership
Address		City		State Zip

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)				
Type of ID		Issuing State or Country		Gov't ID No.
Last Name		First Name		M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. (if none write N/A)		% of ownership
Address		City		State Zip

I declare that to the best of my knowledge, the information I have furnished is true, correct and complete. I understand that this Title Company will rely on this information for the purposes of completing any reports made pursuant to an obligation under 31 U.S.C. § 5326(a).

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signature:	Date:
Type or Print Name:	Title:





STATEMENT OF INFORMATION  
CONFIDENTIAL INFORMATION  
FOR YOUR PROTECTION

Escrow No.: TT2012902-CC

Completion of this statement expedites your application for title insurance, as it assists in establishing identity, eliminating matters affecting persons with similar names and avoiding the use of fraudulent or forged documents. Complete all blanks (please print) or indicate "none" or "N/A." If more space is needed for any item(s), use the reverse side of the form. Each party (and spouse/domestic partner, if applicable) to the transaction should personally sign this form.

NAME AND PERSONAL INFORMATION

First Name

Middle Name

Last Name

Maiden Name

Date of Birth

(If none, indicate)

Home Phone

Business Phone

Birthplace

Cell Phone

Fax

Email

Social Security No.

Driver's License No.

List any other name you have used or been known by

State of residence

I have lived continuously in the U.S.A. since

Are you currently married? ☐ Yes ☐ No

Are you currently a registered domestic partner? ☐ Yes ☐ No

If yes, complete the following information:

Date and place of marriage

Spouse/Domestic Partner

First Name

Middle Name

Last Name

Maiden Name

Date of Birth

(If none, indicate)

Home Phone

Business Phone

Birthplace

Cell Phone

Fax

Email

Social Security No.

Driver's License No.

List any other name you have used or been known by

State of residence

I have lived continuously in the U.S.A. since

CHILDREN

Child Name:

Date of Birth:

Child Name:

Date of Birth:

Child Name:

Date of Birth:

Child Name:

Date of Birth:

(if more space is required, use reverse side of form)

RESIDENCES (LAST 10 YEARS)

Number & Street

City

From (date) to (date)

Number & Street

City

From (date) to (date)

(if more space is required, use reverse side of form)

OCCUPATIONS/BUSINESSES (LAST 10 YEARS)

Firm or Business Name

Address

From (date) to (date)

Firm or Business Name

Address

From (date) to (date)

(if more space is required, use reverse side of form)

SPOUSE'S/DOMESTIC PARTNER'S OCCUPATIONS/BUSINESSES (LAST 10 YEARS)

Firm or Business Name

Address

From (date) to (date)

Firm or Business Name

Address

From (date) to (date)

(if more space is required, use reverse side of form)

STATEMENT OF INFORMATION  
CONFIDENTIAL INFORMATION FOR YOUR PROTECTION  
(continued)

PRIOR MARRIAGE(S) and PRIOR DOMESTIC PARTNERSHIP(S)

Any prior marriages or domestic partnerships for either person? \_\_\_\_\_ If yes, complete the following:

Prior spouse's (Party A) name: \_\_\_\_\_ Prior Spouse of Party A: \_\_\_\_\_

Marriage ended by: ☐ Death ☐ Divorce/Dissolution ☐ Nullification Date of Death/Divorce: \_\_\_\_\_

Prior spouse's (Party B) name: \_\_\_\_\_ Prior Spouse of Party B: \_\_\_\_\_ Spouse

Marriage ended by: ☐ Death ☐ Divorce/Dissolution ☐ Nullification Date of Death/Divorce: \_\_\_\_\_

(if more space is required, use reverse side of form)

\*\*\*\*\*  
INFORMATION ABOUT THE PROPERTY

Buyer intends to reside on the property in this transaction: ☐ Yes ☐ No

Owner to complete the following items

Street Address of Property in this transaction: \_\_\_\_\_

The land is ☐ unimproved; or improved with a structure of the following type: ☐ A Single or 1-4 Family ☐ Condo Unit ☐ Other \_\_\_\_\_

Improvements, remodeling or repairs to this property have been made within the past six (6) months: ☐ Yes ☐ No

If yes, have all costs for labor and materials arising in connection therewith been paid in full? ☐ Yes ☐ No

Any current loans on property? \_\_\_\_\_ If yes, complete the following:

Lender \_\_\_\_\_ Loan Amount \_\_\_\_\_ Loan [Account No.](#) \_\_\_\_\_

[Lender](#) \_\_\_\_\_ Loan Amount \_\_\_\_\_ Loan Account No. \_\_\_\_\_

\*\*\*\*\*  
The undersigned declare, under penalty of perjury, that the foregoing is true and correct.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

_____ Signature	_____ Date
_____ Print Name	
_____ Signature	_____ Date
_____ Print Name	

(Note: If applicable, both spouses/domestic partners must sign.)  
THANK YOU.

**No Deed of Trust-Residential**

(to induce sale of and/or loan on premises and title insurance coverage)

The Undersigned, being duly sworn according to law, deposes and says:

1. I am/We are \_\_\_\_\_.
2. I am/We are the record title holder of the real estate known and described as:

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

3. I/We do not have a loan which is secured by this real estate, so there are no loans to be paid with the proceeds from the settlement.
4. This Affidavit is made for the purpose of inducing the Title Company to insure the title of the property in reliance upon the accuracy of the facts stated herein. Wherever the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

**OWNER:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

**OWNER'S AFFIDAVIT**  
(continued)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_,  
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Signature

**EXHIBIT "A"**  
Legal Description